

This Agreement (“Agreement”) for Group A Aggregators participating in the Emergency Load Reduction Program (“ELRP”) is entered into by and between Southern California Edison Company (“SCE”), a California corporation, and \_\_\_\_\_ (“Aggregator”), a \_\_\_\_\_. SCE and Aggregator may sometimes be referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, the California Public Utilities Commission (“CPUC”) has authorized the ELRP, as set forth in SCE’s ELRP Pilot Group A Terms and Conditions (pursuant to CPUC Decision (“D.”) 21-03-056, D.21-06-027, and D.21-12-015), a current copy of which is attached hereto as **Attachment A** and incorporated herein by this reference (as the same may be amended from time to time by SCE, hereinafter referred to as “SCE’s Group A Terms and Conditions”), whereby SCE pays eligible Aggregators for participating in certain sub-groups of the ELRP; and

WHEREAS, the CPUC has authorized the participation of aggregators in the ELRP, and Aggregator desires to participate in ELRP Sub-Group (check all that apply):

- A.2 – Non-Residential Non-BIP Aggregator
- A.4 – Virtual Power Plant (“VPP”) Aggregator
- A.5 – Vehicle-Grid-Integration (“VGI”) Aggregators

subject to SCE’s Group A Terms and Conditions.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Parties agree as follows:

## **I. AGGREGATOR’S OBLIGATIONS**

A. Status; Subject to Applicable SCE Group A Terms and Conditions. Aggregator’s status in the ELRP shall be as an “A.2 A.4 A.5<sup>1</sup>” aggregator under SCE’s Group A Terms and Conditions. Aggregator shall be subject to SCE’s Group A Terms and Conditions and all other legal and regulatory requirements applicable to the ELRP (which terms, conditions, and legal and regulatory requirements are hereby incorporated herein as an integral part of this Agreement).

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<sup>1</sup> Specify type of aggregator for applicable sub-group: A.2, Non-Residential non-BIP aggregator / A.4, VPP aggregator / A.5, VGI aggregator.

B. Representation of Customers. Aggregator shall represent customers in SCE's electric service territory eligible to participate in an ELRP Sub-Group matching Aggregator's status, who have elected to participate in the ELRP through Aggregator, by having appropriate contractual arrangements with each such eligible customer whereby such customer authorizes Aggregator, as its representative, to (i) access to customer's electric usage data, and (ii) receive payments on behalf of such customer in connection with the customer's participation, through Aggregator, in the ELRP Sub-Group. Aggregator shall be solely responsible for having the appropriate contractual arrangement with each customer whom Aggregator represents in the ELRP Sub-Group. SCE shall not be responsible for monitoring, auditing, reviewing, or enforcing such arrangements. Aggregator acknowledges and agrees that, in its representation of SCE customers for a given ELRP Sub-Group, Aggregator is subject to SCE's Group A Terms and Conditions and this Agreement.

C. Aggregator Service Establishment. Aggregator must submit an executed copy of this Agreement to SCE before providing Aggregator services in connection with SCE's Group A Terms and Conditions. The Agreement becomes effective upon the date of execution by SCE ("Effective Date").

D. Required Notice to Add or Delete Customers. Once Aggregator has entered into the appropriate contractual or other arrangements with each customer whom Aggregator represents in the ELRP Sub-Group, Aggregator can deliver to SCE a "Notice to Add or Delete Customers Participating in the Emergency Load Reduction Program" in the form attached hereto as **Attachment B** (as the same may be amended from time to time by SCE, the "Add/Delete Notice"), adding such customer's service account(s) (each a "Service Account") to Aggregator's portfolio for the relevant ELRP Sub-Group. Each Add/Delete Notice shall be executed by the Aggregator and each affected customer. Aggregator shall notify SCE that it has dropped a customer service account from its portfolio for the ELRP Sub-Group by delivering to SCE an Add/Delete Notice signed by customer and Aggregator. Aggregator shall deliver such additional information to SCE as specified in the Add/Delete Notice. SCE must approve each Add/Delete Notice before the Service Account(s) listed therein can be included in the Aggregator's portfolio for the ELRP Sub-Group. Additions to and deletions from the Aggregator's portfolio for the ELRP Sub-Group will be effective upon SCE's approval date.

E. Secure Customer Participation in Measurement and Evaluation Activities. Aggregator agrees and shall cause each customer whom Aggregator represents in the ELRP Sub-Group to agree, to: (i) allow personnel and/or contracting agents from the California Energy Commission, CPUC, and/or SCE reasonable access to customer's facilities to conduct a site visit for measurement and evaluation of activities related to the ELRP; and (ii) participate in and complete any surveys needed to enhance the ELRP. Aggregator's failure to secure these agreements may result in the termination of this Agreement and/or a determination by SCE that Aggregator is ineligible to participate in the ELRP.

F. Timeliness and Due Diligence. Aggregator shall exercise due diligence in meeting its obligations and deadlines under SCE's Group A Terms and Conditions and this Agreement to

facilitate customer participation through Aggregator in the ELRP.

G. Back-Up Generation Resources. Aggregators shall provide SCE with information about their customers' back-up generators, including but not limited to, location of the generator(s), type(s) of fuel used, the nameplate capacity of the generator(s), minimum notification time required to dispatch the generator, the ramp time for the generator(s) that may be used during ELRP events, and any other information required by SCE's Group A Terms and Conditions or applicable laws, regulations, or CPUC orders.

H. Sub-Metering Certification and Election. For applicable ELRP sub-groups, Aggregators must provide documentation or certification of accuracy of the sub-meter for SCE review and approval for use in ELRP performance and settlements. If sub-metering is SCE-approved, Aggregators must choose to elect sub-metering for the entire aggregation and must remain in effect unchanged for the entire program year.

I. Approved Sub-Metering Services. For applicable ELRP sub-groups, if approved by SCE, Aggregators shall make best efforts to comply with current CPUC and Utility Distribution Company ("UDC") standards established in D.97-12-048. Aggregators shall comply with the Retail Settlement and Information Flow ("RSIF") workshops in order to provide SCE sub-metered outputs that have been validated using validation, editing, and estimating ("VEE") rules as described in the California VEE Rules which have been updated to add corollary information needed to characterize the customer and customer information required for ELRP compensation. Aggregators must submit a Settlement Quality Meter Data ("SQMD") plan that includes testing, methods for collecting and validating meter data, and testing and auditing regimens to SCE and review prior to approval for sub-metering. If Aggregator is unable to meet all VEE rules, aggregator must provide justification and mitigation for not meeting those rules as part of their SQMD plan and submit for SCE's review and approval. All meter data must be provided in a timely manner through SCE approved secure file transfer in the SCE defined file format.

J. Estimated Target Load Reduction Quantity. Aggregators shall provide SCE with an estimated target load reduction quantity for their non-residential portfolio, VPP aggregation, or VGI aggregation, as applicable.

## **II. GENERAL TERMS**

A. Definitions. Except where explicitly defined herein, the capitalized terms used in this Agreement shall have the meanings set forth in SCE's Group A Terms and Conditions.

B. Customer-Specific Usage or Meter Data. Upon the addition of a Service Account to an Aggregator's ELRP Sub-Group portfolio, if a customer has provided consent as set forth in the applicable Add/Delete Notice, usage or meter data for such Service Account will become available to the Aggregator on a going forward basis unless and until the customer revokes such consent.

C. Aggregator Services. Aggregator agrees that SCE will have no obligations to a customer with respect to customer's participation in the ELRP Sub-Group. Such customers must look solely to the Aggregator to carry out the responsibilities associated with the Aggregator's services and any customer inquiries concerning an Aggregator's services should be directed to the Aggregator.

### **III. LIMITATION OF LIABILITIES**

A. SCE shall not be liable to the Aggregator for any damages caused by SCE's conduct in compliance with, or as permitted by, SCE's Group A Terms and Conditions, this Agreement, and/or associated legal and regulatory requirements related to the ELRP.

B. SCE's liability to Aggregator for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in SCE's performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall SCE be liable to Aggregator for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

C. Aggregator acknowledges and agrees that SCE shall not be liable to any customer for any damages caused to the customer by, or resulting from (i) any failure by the Aggregator to comply with SCE's Group A Terms and Conditions, this Agreement, and/or associated legal and regulatory requirements, (ii) Aggregator's failure to perform any commitment to the customer, or (iii) any acts, omissions or representations made by Aggregator in connection with soliciting customers for Aggregator's services or performing any of its functions as an aggregator in the ELRP.

### **IV. PAYMENT**

A. Payment Terms. During the term of this Agreement, subject to the Aggregator's compliance with the obligations set forth in this Agreement, SCE shall make any payments due to Aggregator (after deducting any amounts due to SCE) pursuant to SCE's Group A Terms and Conditions by providing a check payable to Aggregator to the following address:

Name: \_\_\_\_\_

Attention: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

## V. REPRESENTATIONS AND WARRANTIES

- A. Each Party represents and warrants that it is and shall remain in compliance with all applicable laws.
- B. Each Party represents and warrants that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- C. Each Party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement, and carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.
- D. With each submission of an Add/Delete Notice with respect to the addition of any customer to Aggregator's portfolio for the ELRP Sub-Group and until the date on which SCE processes an Add/Delete Notice requesting the removal of such customer from Aggregator's portfolio for the ELRP Sub-Group, Aggregator represents and warrants that:
1. Such customer is eligible to participate in the ELRP Sub-Group and has elected to participate in the ELRP Sub-Group through the Aggregator; and
  2. Aggregator has entered into the appropriate contractual or other arrangements with such customer whereby such customer has authorized Aggregator to receive payments from SCE on behalf of such customer in connection with such customer's participation in the ELRP Sub-Group.

## VI. TERM

The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect until March 31, 2026, unless ELRP is extended by the CPUC or terminated earlier as provided in Section VII.

## VII. TERMINATION

- A. Aggregator Termination. Aggregator may request to terminate its participation in the ELRP Sub-Group by delivering written notice to SCE requesting the termination of its participation in the ELRP Sub-Group. The termination will be effective as set forth in SCE's Group A Terms and Conditions.
- B. Termination for Default. SCE may immediately terminate this Agreement upon written notice to Aggregator if Aggregator breaches any material obligation under this Agreement and fails to cure such breach, and give notice of such cure to SCE, within fifteen (15) calendar days after receiving written notice of the breach.

C. Termination at CPUC Direction. SCE may terminate this Agreement upon written notice to Aggregator if the CPUC orders the termination of this Agreement or SCE's Group A Terms and Conditions.

D. Effect of Termination. Upon issuance of a notice to terminate this Agreement, all Service Agreements will be removed from the Aggregator's portfolio as of the effective date of the termination.

## **VIII. INDEMNIFICATION**

A. Indemnification of SCE. To the fullest extent permitted by law, Aggregator shall indemnify, defend and hold harmless SCE, and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys' fees (Claim), resulting from (a) any breach of the representations, warranties, covenants and obligations of Aggregator under this Agreement, (b) any act or omission of Aggregator, whether based upon Aggregator's negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party (including customer) claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to Aggregator's performance or non-performance under this Agreement.

B. Defense of Claim. If any Claim is brought against the Indemnified Parties, Aggregator shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Aggregator may exist with respect to such Claim. If a conflict precludes Aggregator from assuming the defense, then Aggregator shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' reasonable defense costs through separate counsel of the Indemnified Parties' choice. If Aggregator assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Aggregator of any of its obligations hereunder.

C. Survival. Aggregator's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.

**IX. NOTICES**

A. Mailing Address. Except for payments, which shall be made pursuant to Section IV, any formal notice, request, or demand required or permitted under this Agreement shall be given in writing by SCE and Aggregator, and shall be (a) mailed by first-class mail, (b) mailed by registered, certified, (c) mailed by overnight mail, (d) delivered by hand, or (e) e-mailed with confirmation as set forth below, to the other Party as indicated below, or to such other address as the parties may designate by written notice.

To Aggregator:

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E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

To SCE:

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E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

B. Notices. Notices delivered by hand shall be deemed received when delivered. Notices sent by e-mail shall be deemed received upon receipt. Notices delivered by first class mail shall be deemed received forty-eight (48) hours (not including weekends and holidays) after deposit, postage prepaid, in the U.S. mail, or if certified, registered or overnight mailing is used, as acknowledged by the signed receipt of mailing.

**X. CONFIDENTIALITY**

A. Confidentiality. Aggregator shall not disclose any Confidential Information obtained pursuant to this Agreement to any third party, including any affiliates of Aggregator, without the express prior written consent of SCE. As used herein, the term “Confidential Information” means proprietary business, financial and commercial information pertaining to SCE, customer names and other information related to customers, including energy usage data (Customer Information), any trade secrets and any other information of a similar nature, whether or not reduced to writing or other tangible form. Confidential Information shall not include: (a) information known to Aggregator prior to obtaining the same from SCE; (b) information in the public domain at the time of disclosure by Aggregator; (c) information obtained by Aggregator from a third party who did not receive the same, directly or indirectly, from SCE; or (d) information approved for release by express prior written consent of an authorized representative of SCE.

B. Use of Confidential Information. Aggregator hereby agrees that it shall use the Confidential Information solely for the purpose of performing under this Agreement. Aggregator agrees to use at least the same degree of care Aggregator uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information.

C. Authorized Disclosure. Notwithstanding any other provisions of this Section Aggregator may disclose any of the Confidential Information in the event, but only to the extent, that, based upon advice of counsel, Aggregator is required to do so by the disclosure requirements of any law, rule, regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or regulatory authority. Prior to making or permitting any such disclosure, Aggregator shall provide SCE with prompt written notice of any such requirement so that SCE (with Aggregator's assistance if requested by SCE) may seek a protective order or other appropriate remedy.

D. Term. The confidentiality provisions set forth in this Section shall remain in full force and effect with respect to any Confidential Information until the date that is five (5) years after the date of SCE's disclosure of such Confidential Information to Aggregator pursuant to this Agreement; provided, further, that such confidentiality provisions shall remain in full force and effect with respect to any Customer Information in perpetuity.

E. Remedies. The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section and the obligations of Aggregator are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section by Aggregator, SCE shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, monetary damages or any other legal or equitable remedy available to SCE.

## **XI. MISCELLANEOUS**

A. Assignment. This Agreement, and the rights and obligations granted and/or obtained by Aggregator hereunder, shall not be further transferred or assigned by Aggregator without the prior written consent of SCE. Any assignment in violation of this section shall be void.

B. Independent Contractor. Aggregator shall perform its obligations under this Agreement as an independent contractor, and no principal-agent or employer-employee relationship or joint venture or partnership shall be created with SCE.

C. Choice of Law. This Agreement shall be carried out and interpreted under the laws of the State of California, without regard to any conflict of law principles thereof.

D. Resolution of Disputes. Any dispute arising between the Parties relating to the interpretation of this Agreement or to the performance of a Party's obligations hereunder shall be



reduced to writing and referred to the Parties' designated representative for resolution. The Parties shall be required to meet and confer in an effort to resolve any such dispute. If the Parties are unable to resolve such dispute, except for matters and disputes with respect to which the CPUC is the proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in Los Angeles, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder. The Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

E. Waiver. Any failure or delay by either Party to exercise any right, in whole or part, hereunder shall not be construed as a waiver of the right to exercise the same, or any other right, at any time thereafter.

F. CPUC Jurisdiction: This Agreement shall be subject to all legal and regulatory requirements applicable to ELRP (including, without limitation, any decisions, orders or rules of the CPUC) and shall at all times be subject to changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction.

G. Entire Agreement; Amendments. This Agreement, including the Attachments listed below, sets forth the entire understanding of the Parties as to the subject matter hereof, and supersedes any prior discussions, offerings, representations or understanding (whether written or oral), and shall only be superseded by an instrument in writing executed by both Parties. This Agreement shall not be modified by course of performance, course of conduct or usage of trade.

*Attachment A: SCE's Group A Terms and Conditions*

*Attachment B: Notice to Add or Delete Customers Participating in the Emergency Load Reduction Program*

H. Survival. Notwithstanding the expiration or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement, which, by their nature, survive completion or termination.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

J. Headings. The headings contained in this Agreement are solely for the convenience of the Parties and shall not be used or relied upon in any manner in the construction or interpretation of this Agreement.



**EMERGENCY LOAD REDUCTION PROGRAM (SUB-GROUPS  
A.2. (NON-BIP), A.4., AND A.5.) AGGREGATOR AGREEMENT**

IN WITNESS WHEREOF, the authorized representatives of SCE and Aggregator have executed this Agreement as of the Effective Date

**SOUTHERN CALIFORNIA EDISON  
COMPANY**

\_\_\_\_\_  
(Aggregator Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

ATTACHMENT A

SCE's Group A Terms and Conditions

Southern California Edison Company  
Emergency Load Reduction Program  
(ELRP) Pilot

Terms and Conditions For Group A  
(Sub-Groups A.1., A.2., A.3., A.4., and A.5.)  
Pursuant to California Public Utilities  
Commission Decisions 21-03-056,  
21-06-027, 21-12-015, and 21-12-069

March 24, 2023

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## Program Overview

As part of Rulemaking (R.) 20-11-003 (the Summer Reliability Rulemaking), on March 26, 2021, the California Public Utilities Commission (CPUC or Commission) issued Decision (D.) 21-03-056, which (among other measures) approved the Emergency Load Reduction Program (ELRP) pilot, an out-of-market demand response (DR) resource. On June 25, 2021, as part of the same rulemaking, the Commission issued D.21-06-027, which added a day-of trigger for participants in “Group A” of the ELRP, as defined by D.21-03-056.

On August 2, 2021, the assigned Administrative Law Judge (ALJ) initiated Phase 2 of the Summer Reliability Rulemaking. On December 6, 2021, the Commission issued its final decision in Phase 2 of the rulemaking, D.21-12-015, which directs the investor-owned utilities (Southern California Edison Company (SCE), Pacific Gas and Electric Company (PG&E), and San Diego Gas & Electric (SDG&E) (collectively, the IOUs)) to take additional actions to prepare for potential extreme weather in the summers of 2022 and 2023, including modifications to the ELRP pilot. The Commission subsequently issued D.21-12-069, making minor corrections to D.21-12-015.

These Terms and Conditions of the ELRP pilot conform with the ELRP program parameters for Group A participants set forth in D.21-03-056, D.21-06-027, D.21-12-015, D.21-12-069 and their respective Attachments, and may change in whole or in part subject to CPUC approval. These Terms and Conditions are not applicable to Sub-Group A.6. (Residential ELRP, also known as the Power Saver Rewards Program), which are a separate Terms and Conditions document.<sup>1</sup> The ELRP will be administered by each IOU in its respective service territory. Any changes made to the ELRP Terms and Conditions will be published in revisions to this document and/or posted to SCE’s website and/or its ELRP Program Administrator’s website. Other documents supporting the ELRP will be made available and updated from time to time at SCE’s website and/or its ELRP Program Administrator’s website. SCE has engaged Olivine, Inc., using the ClimateResponse™ Technology Suite to be the Program Administer for the ELRP at this time. Information on ELRP is available at [elrp.sce.com](http://elrp.sce.com).

The ELRP pilot provides financial incentives to eligible participants that provide demand load reductions, or demand response, during times of potential or actual stress on the California

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<sup>1</sup> SCE submitted Terms and Conditions for ELRP Sub-Group A.6. in Advice 4774-E on April 28, 2022.

Independent System Operator (CAISO) transmission system. The ELRP pilot became available on May 1, 2021 and is currently scheduled to end on October 31, 2025.

The ELRP does not provide capacity or enrollment incentives; rather, incentives are in the form of a non-penalty pay-for-performance energy payment for a customer's verified incremental load reduction. The ELRP load reduction capacity is not eligible for Resource Adequacy (RA), nor to be included in the California Energy Commission (CEC) peak forecast framework. ELRP does not have any CAISO market obligations.

Participants (customers and aggregators) are required to affirm their intent to participate in ELRP and to accept these Terms and Conditions.



# 1 Program Eligibility and Enrollment

## 1.1 Program Participant Criteria

ELRP eligible participants are divided into several sub-groups (A.1, A.2, A.3, A.4, and A.5).<sup>2</sup> All customers must be located in SCE's service territory and must have an SCE-approved interval meter or SmartConnect™ meter that can measure energy consumption, at least hourly, and if applicable, can measure exported energy.<sup>3</sup>

### Group A: Select Customers and Aggregators<sup>4</sup>

- Sub-Group A.1. – Non-Residential Customers
- Sub-Group A.2. – Aggregators of Non-Residential Customers
- Sub-Group A.3. – Rule 21 Exporting Distributed Energy Resources (DERs)
- Sub-Group A.4. – Virtual Power Plant (VPP) Aggregators
- Sub-Group A.5. – Vehicle Grid Integration (VGI) Aggregators

Additional descriptions for each sub-group in Group A are provided below.

#### 1.1.1 Sub-Group A.1. – Non-Residential Customers

Bundled and unbundled non-residential customers may directly participate in ELRP, if the customer's service account meets all of the following:

- Customer's service account is classified as non-residential;<sup>5</sup> and
- Customer's service account must be able to reduce load by a minimum of one kilowatt during an ELRP event; and

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<sup>2</sup> SCE has submitted separate ELRP Terms and Conditions for Sub-Group A.6 in SCE Advice 4774-E.

<sup>3</sup> Participation under these Terms and Conditions is subject to meter or meter programming availability. SCE will calculate annual ELRP incentives in good faith based on available usage data. SCE is not required to install an interval meter and communication equipment or a SmartConnect™ meter to provide remote read capability if the installation is impractical or not economically feasible. Interval Metering equipment must be in operation for at least 10 calendar days prior to participation in ELRP. Direct Access (DA) and Community Choice Aggregation (CCA) customers shall be responsible for all costs incurred by SCE when the DA or CCA customer uses a third-party (i.e., external) Meter Data Management Agent (MDMA) and/or a third-party Meter Service Provider (MSP).

<sup>4</sup> Unless specified, customers participating under these Terms and Conditions are not eligible to participate in another CAISO market integrated Demand Response (DR) program offered by SCE, a third-party demand response provider (DRP) or Community Choice Aggregator (CCA), such as the Demand Response Auction Mechanism (DRAM) Pilot or SCE's Aggregator Managed Portfolio (AMP) contracts which includes, but is not limited to, SCE's Local Capacity Resource (LCR), Preferred Resources Pilot (PRP), or Aliso Canyon Energy Storage (ACES) contracts.

<sup>5</sup> Non-residential consists of commercial, industrial, agricultural, and small-to-medium business (SMB).

- Is not simultaneously enrolled in another DR program offered by SCE, a demand response provider (DRP), or a Community Choice Aggregator (CCA), with the exception that dual enrollment in SCE’s Base Interruptible Program (BIP), Agricultural and Pumping Interruptible (AP-I) program, or Summer Discount Plan Program-Commercial (SDP-C)<sup>6</sup> is permitted.

**BIP Customers:** If an eligible BIP customer is participating with a BIP aggregator, then the BIP customer must participate under Sub-Group A.2. BIP-ELRP dual participants should also review the Special Conditions on compensation in [Section 3.2.1.3](#).

#### 1.1.1.1 Enrollment Process for Sub-Group A.1.

Qualifying customers can directly apply and enroll online with SCE at [elrp.sce.com](http://elrp.sce.com). At the time of enrollment, or at designated times during the ELRP pilot, customers must nominate,<sup>7</sup> unless exempt, an estimated target load reduction quantity to be achieved during an ELRP event, and, if applicable, will be asked to provide information about their back-up generation (BUG), including (1) location (address), (2) type of fuel used (e.g. diesel, natural gas, battery, etc.), (3) the nameplate capacity of the generator, and (4) the minimum notification time required to dispatch their generator that may be used during ELRP events.

**BIP customers who are currently enrolled through a third-party aggregator should contact their aggregator for enrollment options.**

#### 1.1.1.2 Disenrollment Process for Sub-Group A.1.

A Customer may elect, or SCE may remove a Customer from these Terms and Conditions at any time. Sub-Group A.1. participants can disenroll from the ELRP by contacting the Program Administrator at [support@elrp.sce.com](mailto:support@elrp.sce.com) with a

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<sup>6</sup> The minimum size requirement is not applicable to SDP-C customers.

<sup>7</sup> The amount of kW per hour (kWh) that a customer commits to reduce during an ELRP Event. The Customer’s nominated load reduction amount will be for each hour of the ELRP Event. The nominated amount must be at least 1 kWh.

written notice. The disenrollment will become effective within 30 days after the written notice is received.

### 1.1.2 Sub-Group A.2. – Aggregators of Non-Residential Customers

Third-party, non-residential aggregators—including those participating in SCE’s Base Interruptible Program (BIP)—are eligible to participate in ELRP. Aggregators can only add bundled and unbundled non-residential service accounts for ELRP that meet the following criteria:

- Customer’s service account is classified as non-residential; and
- Customer’s service account is not simultaneously enrolled in another DR program offered by an IOU (with the exception of BIP), demand response provider (DRP), or Community Choice Aggregator (CCA).

BIP aggregators must enroll their entire BIP portfolio. If a BIP Aggregator chooses not to participate, its non-residential customers cannot independently participate in ELRP under Sub-Group A.1., unless their service account specific BIP firm service level can be determined.

For non-BIP aggregators, the aggregated resource capacity meets or exceeds 500 kW.

#### 1.1.2.1 Application Process for Sub-Group A.2.

Sub-Group A.2 applicants can enroll online into the ELRP by contacting the Program Administrator at [elrp.sce.com](http://elrp.sce.com) or contact [support@elrp.sce.com](mailto:support@elrp.sce.com).

At the time of enrollment, or at designated times during the ELRP pilot, nonresidential aggregators must nominate an estimated, portfolio load reduction quantity to be achieved during an ELRP event and will be asked to provide information about their customer’s back-up generation (BUG), including: (1) location (address), (2) type of fuel used (e.g., diesel, natural gas, battery, etc.), (3) the nameplate capacity of the generator, and (4) the minimum notification time required to dispatch their generator that may be used during ELRP events.

#### 1.1.2.2 Disenrollment Process for Sub-Group A.2.

Sub-Group A.2 participants can disenroll from the ELRP by contacting the Program Administrator at [support@elrp.sce.com](mailto:support@elrp.sce.com). Disenrollment requests will

be processed on an annual basis and requests must be received by April 15 of the program year otherwise, the disenrollment will not be effective until the following program year.

### 1.1.3 Sub-Group A.3. – Rule 21 Exporting Distributed Energy Resources (DERs)

Bundled and unbundled non-residential customers<sup>8</sup> may directly participate in ELRP, if the customer's service account meets all of the following:

- Is not simultaneously enrolled in any market-integrated DR program offered by SCE, a third-party DRP, or CCA; and
- Possesses a behind-the-meter (BTM) Rule 21-interconnected device (including Prohibited Resources/BUG) with an existing Rule 21 export permit; and
- Customer's BTM Rule 21 physical interconnected device has a minimum capacity of 25 kW and is able to export a minimum of 25 kW for at least one hour in compliance with Rule 21 and other applicable regulations and permits during an ELRP event.

#### 1.1.3.1 Application Process for Sub-Group A.3.

Sub-Group A.3 applicants can enroll online into the ELRP by contacting the Program Administrator at [elrp.sce.com](http://elrp.sce.com).

At the time of enrollment, or at designated times during the ELRP pilot, the applicant must nominate, unless exempt, an estimated target load reduction quantity for each eligible account to be achieved during an ELRP event and, if applicable, will be asked to provide information about their back-up generation (BUG), including: (1) location (address), (2) type of fuel used (e.g., diesel, natural gas, battery, etc.), (3) the nameplate capacity of the generator, and (4) the minimum notification time required to dispatch their generator that may be used during ELRP events.

#### 1.1.3.2 Sub-Group A.3. Use of Virtual Aggregation

The use of a virtual aggregation may be elected by a customer at the time of enrollment. A virtual aggregation permits a customer with control over multiple

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<sup>8</sup> Net Energy Metering (NEM) customers that meet the requirements are eligible to participate.

electrically contiguous<sup>9</sup> sites to aggregate the load and generation to fully utilize the sum of the net export allowed by any Rule 21 permit(s) associated with the sites. Virtual Aggregation application will be reviewed and approved by SCE on a case-by-case basis.

#### 1.1.3.3 Disenrollment Process for Sub-Group A.3.

A Customer may elect, or SCE may remove a Customer from these Terms and Conditions at any time. Sub-Group A.3. participants can disenroll from the ELRP by contacting the Program Administrator at [support@elrp.sce.com](mailto:support@elrp.sce.com) with written notice. The disenrollment will become effective within 30 days after the written notice is received.

#### 1.1.4 Sub-Group A.4. – Virtual Power Plant (VPP) Aggregators

A third-party aggregator managing a BTM hybrid Virtual Power Plant (VPP) consisting of storage paired with NEM solar or stand-alone storage deployed with residential (bundled or unbundled) or non-residential (bundled or unbundled) customers, whose VPP meet all of the following criteria, are eligible to participate in ELRP:

- The VPP or any customer site within the aggregation is not simultaneously enrolled in a market-integrated DR program offered by SCE, except for Summer Discount Plan Program or the Smart Energy Program (only when the VPP aggregator is using sub-metered data for settlements), a third-party DRP, or CCA; and
- All sites within the VPP aggregation are located within SCE's service territory; and
- The VPP aggregated capacity is a minimum of 500 kW, where the VPP size is determined by summing the Rule 21 interconnected capacity of the individual storage devices comprising the aggregation; and
- Each site within the VPP aggregation has a Rule 21 permit and operates in a manner compliant with existing rules and tariffs applicable to the site.

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<sup>9</sup> Per D. 21-12-015, "Two sites are considered electrically contiguous when they have electric service derived from the same utility distribution transformer secondary and there are no devices on the utility distribution system that can interrupt power flow to only one site."

#### 1.1.4.1 Application Process for Sub-Group A.4.

Sub-Group A.4 applicants can enroll online into the ELRP by contacting the Program Administrator identified at [elrp.sce.com](http://elrp.sce.com) or contact [support@elrp.sce.com](mailto:support@elrp.sce.com).

At the time of enrollment, or at designated times during the ELRP pilot, the VPP aggregator must nominate an estimated target load reduction for their VPP aggregation to be achieved during an ELRP event and, if applicable, will be asked to provide information about their customer's back-up generation (BUG), including: (1) location (address), (2) type of fuel used (e.g., diesel, natural gas, battery, etc.), (3) the nameplate capacity of the generator, and (4) the minimum notification time required to dispatch their generator that may be used during ELRP events.

#### 1.1.4.2 Disenrollment Process for Sub-Group A.4.

Sub-Group A.4 participants can disenroll from the ELRP by contacting the Program Administrator at [support@elrp.sce.com](mailto:support@elrp.sce.com). Disenrollment requests are processed on an annual basis and requests must be received by April 15 of the program year otherwise, the disenrollment will not be effective until the following program year.

#### 1.1.5 Sub-Group A.5. – Vehicle Grid Integration (VGI) Aggregators

A VGI Aggregator managing an aggregation consisting of any combination of electric vehicles and charging stations, also known as Electric Vehicle Supply Equipment (EVSE) – including those that are capable of managed one-way charging (V1G) and bi-directional charging and discharging (V2G) deployed with residential (bundled or unbundled) or non-residential (bundled or unbundled) customers that meets all of the following criteria, is eligible to participate in ELRP:

- The VGI aggregation or any customer site within the aggregation is not simultaneously enrolled in a market-integrated, supply-side DR program offered by SCE, except for Summer Discount Plan Program or the Smart Energy Program (only when the VGI aggregator is using sub-metered data for settlements), a third-party DRP, or CCA; and

- All sites within the VGI aggregation are located within SCE’s service territory; and
- All sites within the VGI aggregation have operational EVSE; and
- Sites within the VGI aggregation that intend to implement V2G must have UL 1741 SA<sup>10</sup> certification, any subsequent UL 1741 supplement certification as required in Rule 21 or Smart Inverter Working-Group recommended smart inverter functions and satisfies all other Rule 21 interconnection requirements; and
- Sites within the VGI aggregation that intend to implement V2G must have a Rule 21 export permit and operate in a manner compliant with existing rules and tariffs applicable to the site; and
- The VGI aggregation can contribute Incremental Load Reduction (ILR) of at least 25 kW for at least one hour during an ELRP event.

NEM customers with electric vehicles meeting the above requirements are eligible to participate in the VGI aggregation.

#### 1.1.5.1 Application Process for Sub-Group A.5.

Sub-Group A.5 applicants can enroll online into the ELRP by contacting the Program Administrator at [elrp.sce.com](http://elrp.sce.com) or contact [support@elrp.sce.com](mailto:support@elrp.sce.com).

At the time of enrollment, or at designated times during the ELRP pilot, the VGI aggregator must nominate an estimated target load reduction quantity for their VGI aggregation to be achieved during an ELRP event and, if applicable, will be asked to provide information about their customer’s back-up generation (BUG), including: (1) location (address), (2) type of fuel used (e.g., diesel, natural gas, battery, etc.), (3) the nameplate capacity of the generator, and (4) the minimum notification time required to dispatch their generator that may be used during ELRP events.

#### 1.1.5.2 Sub-Group A.5. Use of Virtual Aggregation

The use of a virtual aggregation may be elected by an aggregator at the time of enrollment. A virtual aggregation permits separately metered EVSE that have a

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<sup>10</sup> Direct Current (DC) V2G EVSE that have UL 1741 certification, but not UL 1741 SA, may interconnect initially for the purposes of participating in the ELRP, subject to remaining Rule 21 interconnection requirements. SCE reserves the right to terminate this exception after the 2024 ELRP season via a Tier 2 Advice Letter filing. Termination of this pathway would not affect previously interconnected EVSE.

Rule 21 Interconnection Agreement to be aggregated with other load and generation at an electrically contiguous<sup>11</sup> host site. This aggregation will allow export from the EVSE to reduce the host site's load. Such aggregation will permit an amount up to the sum of the net exports allowed by all available Rule 21 Interconnection Agreements pertaining to the EVSE site and the host site.

#### 1.1.5.3 Disenrollment Process for Sub-Group A.5.

Sub-Group A.5 participants can disenroll from the ELRP by contacting the Program Administrator at [support@elrp.sce.com](mailto:support@elrp.sce.com). Disenrollment requests are processed on an annual basis and requests must be received by April 15 of the program year otherwise, the disenrollment will not be effective until the following program year.

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<sup>11</sup> Per D. 21-12-015, "Two sites are considered electrically contiguous when they have electric service derived from the same utility distribution transformer secondary and there are no devices on the utility distribution system that can interrupt power flow to only one site."



## 2 Program Parameters

### 2.1 Program Availability

The ELRP has the following program parameters for all participants subject to these Terms and Conditions.

- Program Availability
  - May – October
  - Seven (7) days per week
  - 4 p.m. to 9 p.m. (Pacific Time Zone)
- Event Duration
  - 1-hour minimum; 5-hour maximum
- Annual Dispatch Limit
  - Up to 60 hours
- Consecutive Day Dispatches
  - No constraints (limits)

### 2.2 Program Trigger

ELRP may be activated after the CAISO issues or declares an “Energy Emergency Alert (EEA)”. The EEA process is defined by the CAISO Operating Procedure 4420.<sup>12</sup> The ELRP utilizes Day-Ahead (DA) and Day-Of (DO) triggers for participants subject to these Terms and Conditions.

Sub-groups with a minimum dispatch requirement—as specified in Section 3.3—may have additional program triggers in response to forecasted or anticipated grid stress conditions which may be utilized in order to achieve the minimum dispatch requirement.

The ELRP will not be used for SCE’s localized needs (i.e., local transmission and distribution).

#### 2.2.1 Group A

SCE shall notify participants of the start time and duration of the ELRP event.

Notification can occur through email or text.<sup>13</sup> Customers or participants with

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<sup>12</sup> The EEA declarations under the North American Electric Reliability Corporation (NERC) EEA standards, are EEA Watch (day-ahead and day-of), EEA-1, EEA-2, and EEA-3.

<sup>13</sup> ELRP Program Administrators, including SCE and Olivine, are not responsible for providing any costs associated with equipment or Communications that might aid participation in ELRP, including but not limited to devices, internet service, or text messages

connected Automated Demand Response (AutoDR or ADR) technology may also receive an AutoDR notification.

### 2.3 Sub-Group Minimum Dispatch

A minimum number of dispatch hours will be implemented within the program availability for sub-groups A.2 (Non-BIP), A.4 and A.5. The minimum dispatch hours for each sub-group are specified in the following table.

ELRP Sub-Group	Minimum Dispatch Hours
A.2. Non-Residential Aggregators (Non-BIP)	10
A.4. Virtual Power Plant Aggregators	20
A.5. Vehicle-Grid Integration Aggregators	30

### 2.4 Test Events

If an ELRP event or dispatch does not occur during the season, SCE will conduct one test event, with a two-hour duration, per year for Sub-Groups A.1. and A.3. Sub-Groups A.1. and A.3. participants, except for those relying exclusively on prohibited resources, are required to participate in test events. **Use of prohibited resources during a test event is not permitted and will not be compensated.** Otherwise, all other incremental load reduction delivered during the ELRP test event is eligible for ELRP compensation set forth in Section 4 below.

### 3 Compensation

Participation during an ELRP event is entirely voluntary, and no financial penalties will result from not meeting or exceeding the nominated target load reduction during the event.

Incremental load reduction (ILR) is defined as the load reduction achieved during an ELRP event incremental or relative to the non-event applicable baseline and/or any other existing commitment.<sup>14</sup> Only ILR is eligible for compensation under ELRP. If there is insufficient data that impacts SCE's ability to calculate ILR, the account may not receive an incentive or may be excluded from ILR calculations.

Any load reduction technology may be used during an ELRP event to achieve ILR.

Prohibited Resources,<sup>15</sup> except those operated by non-residential customers located in a Disadvantaged Community (DAC),<sup>16</sup> may be used when permitted by a Governor's Executive Order and in compliance with Rule 21 and other applicable regulations and permits during an ELRP event to achieve ILR, including during the overlapping period with an independently triggered event in a dual-enrolled DR program, but only for achieving load reduction incremental to any other existing commitment (e.g., under a dual-enrolled DR program).

If applicable, SCE may withhold a Participant's ELRP incentives until data or information about the customers' back-up or onsite generation resources (i.e., Prohibited Resources) is provided. Data will be collected in 2021 and 2022. Participants are required to provide information about their back-up or onsite generation resources including: (1) location (address), (2) type of fuel used (e.g., diesel, natural gas, battery, etc.), (3) the nameplate

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<sup>14</sup> If dual participating, participants are not eligible to receive more than one incentive payment for the same interrupted/curtailed load.

<sup>15</sup> Effective January 1, 2019, the following list of resources are prohibited in providing load reduction during demand response events: distributed generation technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in topping cycle Combined Heat and Power (CHP) or non-CHP configuration (Prohibited Resources). The following resources are exempt from the prohibition: pressure reduction turbines and waste-heat-to-power bottoming cycle CHP, resources powered by fuel (e.g., renewable gas, renewable diesel, or biodiesel) that has received renewable certification from the California Air Resources Board, as well as energy storage resources not coupled with fossil fueled resources. Per D.21-03-056 Attachment 1 (p. 9, Footnote 3), as directed in Resolution E-4906 (see Ordering Paragraphs 45 and 47 at 104), customers previously using a prohibited resource fuel may switch the resource to a renewable fuel that has met CARB certification. Allowable fuels are those that have met the agency's [Low Carbon Fuel Standard \(LCFS\) Tier 2 Pathway](#).

<sup>16</sup> Pursuant to Section 39711 of the Health and Safety Code, Disadvantaged Communities are defined as (1) Areas disproportionately affected by environmental pollution and other hazards that can lead to negative public health effects, exposure, or environmental degradation and (2) Areas with concentrations of people that are of low income, high unemployment, low levels of homeownership, high rent burden, sensitive populations, or low levels of educational attainment. See also Health and Safety Code Section 116426.

capacity of the generator, and (4) the minimum notification time required to dispatch their generator that may be used during ELRP events.

### 3.1 Incentive Rate

The ELRP Compensation Rate (ECR) is \$2 per kilowatt-hour (\$2/kWh).

### 3.2 Incentive Calculation

Compensation for load reduction delivered during an ELRP event is determined by calculating the ILR (as defined in Sections 3.2.1.4., 3.2.1.5., 3.2.1.6., 3.2.1.7., and 3.2.1.8.) multiplied by the ECR. Only ELRP Events that result in a net positive ILR are eligible for compensation. ELRP incentive calculations will be calculated within a reasonable timeframe and will be processed by March 31<sup>st</sup> of the next calendar year.<sup>17</sup> Details are provided below.

#### 3.2.1 Group A

All delivered ILR as a result of an ELRP event is eligible to receive compensation.

##### 3.2.1.1 Baseline for Non-Residential Participants and Aggregations or Mixed Non-Residential and Residential Aggregations (Applicable to Sub-Groups A.1., A.2., A.3., A.4., and A.5).

Steps for calculating a participant's ELRP baseline, except for BIP-ELRP dual participants. For BIP-ELRP dual participants, see [Section 3.2.1.3.](#):

- 1) Calculate the Energy Baseline (EB) – A service account must have at least 10 similar days of interval meter data<sup>18</sup> available in SCE's billing system or provided to SCE or its Program Administrator, if using sub-metered data, to have a valid EB. Only the hourly average usage for the hours included in the event will be included in the EB determination.
- 2) The EB and Adjusted Energy Baseline (AEB) will be calculated at the service account level for customers directly enrolled in ELRP. The EB and AEB for customers enrolled through an aggregator will be calculated at the aggregated level.

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<sup>17</sup> ELRP incentives to directly enrolled customers will be in the form of a bill credit. Aggregators will receive a check.

<sup>18</sup> Interval meter data should be complete and validated.

The EB and AEB will be calculated on an hourly basis using the average of the preceding *similar* days,<sup>19</sup> excluding those days when the customer: (1) was subject to an ELRP event, or (2) an event for a dual-enrolled DR program (e.g. BIP, AP-I, SDP-C), if applicable, or (3) was subject to a grid outage. CPP and RTP event days will not be excluded from the *similar* days in order to capture incrementality for ILR.<sup>20</sup>

- 3) Calculate the Day-Of Adjustment Value (DOAV)<sup>21</sup> – A DOAV shall not be less than 0.60 or greater than 1.40. The DOA is a ratio of (a) the average load of the first three hours of the four hours prior to the ELRP Event to (b) the average load of the same hours from the days selected in accordance with Step 2 above. If either (a) or (b) are negative, the DOA is 1.0.
- 4) Calculate the Adjusted Energy Baseline (AEB) – When the EB is greater than zero, the AEB will be calculated by multiplying the EB by the DOAV. There is no AEB when the EB is less than zero.

### 3.2.1.2 Baseline for Residential Aggregations (Applicable to Sub-Groups A.4. and A.5).

Steps for calculating a residential aggregation's ELRP baseline:

- 1) Calculate the Energy Baseline (EB) – To be included in the aggregation, the service account must have at least 10 similar days of interval meter data available in SCE's billing system or provided to SCE or its Program Administrator, if using sub-metered data, to have a valid EB. Only the hourly average usage for the hours included in the event will be included in the EB determination.
- 2) The EB and Adjusted Energy Baseline (AEB) will be calculated at the service account level for customers directly enrolled in ELRP. The EB and AEB for customers enrolled through an aggregator will be calculated at the aggregated level.

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<sup>19</sup> For weekday events, the 10 non-excluded weekdays will be selected; for weekend and holiday events, the 4 non-excluded weekend and holiday days will be selected.

<sup>20</sup> For CPP and RTP dual participants, see [Section 3.2.1.3.\(2\)](#).

<sup>21</sup> Sub-metered data is used for baseline calculations.

The EB and AEB will be calculated on an hourly basis using the average<sup>22</sup> of the preceding *similar* days,<sup>23</sup> excluding those days when the customer: (1) was subject to an ELRP event, or (2) an event for a dual-enrolled DR program, if applicable, or (3) was subject to a grid outage. CPP and RTP event days will not be excluded from the *similar* days to capture incrementality for ILR.

- 3) Calculate the Day-Of Adjustment Value (DOAV) – A DOAV shall not be less than 0.60 or greater than 1.40. The DOA is a ratio of (a) the average load of the first two hours of the four hours prior to the ELRP Event and the average of the last two of the four hours after the ELRP Event<sup>24</sup> to (b) the average load of the same hours from the days selected in accordance with Step 2 above. If either (a) or (b) are negative, the DOA is 1.0.
- 4) Calculate the Adjusted Energy Baseline (AEB) – when the EB is greater than zero, the AEB will be calculated by multiplying the EB by the DOA. There is no AEB when the EB is less than zero.

### 3.2.1.3 Group A Special Conditions

- 1) In the case of customers dual enrolled in BIP and ELRP, for overlapping BIP and ELRP events, only the incremental reduction below the customer's pre-committed firm service level (FSL) for BIP is counted in ILR. The EB for BIP and ELRP dual participants is their FSL; no adjustments are applied.
  - a. Load reduction by dual-enrolled BIP customers during an ELRP event outside of a BIP event is excluded from ILR (and not eligible for ELRP compensation).

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<sup>22</sup> A simple average shall be used for 5-in-10 baseline and a weighted average shall be used for 3-in-5 baseline calculations

<sup>23</sup> For weekday events, the 5 highest of the 10 non-excluded weekdays will be selected; for weekend and holiday events, the 3 highest of the 5 non-excluded weekend and holiday days will be selected.

<sup>24</sup> The post-event DOAV shall be restricted to the hours falling within the same calendar day (i.e. for an event ending at 9pm the post-event DOAV will only consider the hour 23-24.)

- b. Load reduction by dual-enrolled BIP customers during an ELRP event on a day with no BIP event is excluded from ILR (and is not eligible for ELRP compensation).
- 2) For Sub-Group A.3. participants on a CPP or RTP equivalent tariff, the ELRP baseline is deemed to be zero and only exported energy is counted in ILR. For Sub-Groups A.1., A.2., A.4., and A.5. customers on a CPP or RTP equivalent tariff, any ILR during overlapping event hours are attributed to ELRP.
- 3) If the customer has a Rule 21 interconnected device with export capability and permit, the customer may choose and elect to count exported energy in ILR. If elected, the applicable ELRP baseline is modified to account for exported energy during non-event days and count exported energy in ILR.<sup>25</sup>

#### 3.2.1.4 ILR Settlements Calculation for Sub-Group A.1.

The service account's AEB, defined in [Section 3.2.1.1.](#), is utilized and modified to account for Special Conditions in [Section 3.2.1.3.](#), if applicable. ILR is the sum of the performance, positive and negative, for all hours during an ELRP Event, where performance is calculated by subtracting the recorded kWh from the service account's AEB.

ELRP participants that are also enrolled in BIP can only receive an ELRP incentive in accordance with the Special Conditions in [Section 3.2.1.3.](#)

ELRP participants that are also enrolled in AP-I or SDP-C can only receive an ELRP incentive for hours when an ELRP Event does not coincide or overlap with an AP-I or SDP-C Event and meet the requirements in [Section 3.2.1.3.](#)

Any ILR during overlapping ELRP and AP-I/SDP-C event hours are attributed to AP-I/SDP-C.

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<sup>25</sup> Energy usage and exported energy data are collected in "Channel 1" and "Channel 2," respectively, in SCE's billing system, unless an Aggregator elects to use sub-metered data, then this calculation is subject to the provisions in the ELRP Aggregator Agreement. If a customer elects to count exported energy in ILR, Channel 1 and Channel 2 data will be netted to determine net usage or exports for a given ELRP event hour.

### 3.2.1.5 ILR Settlements Calculation for Sub-Group A.2.

The aggregator's AEB, defined in [Sections 3.2.1.1.](#), is utilized and modified to account for Special Conditions in [Section 3.2.1.3.](#), if applicable. ILR is the sum of the performance, positive and negative, for all hours during an ELRP Event, where performance is calculated by subtracting the aggregated recorded kWh from the aggregated AEB.

Aggregators that are enrolled in BIP can only receive an ELRP incentive in accordance with the Special Conditions in [Section 3.2.1.3.](#)

### 3.2.1.6 ILR Settlements Calculation for Sub-Group A.3.

The service account's AEB, defined in [Section 3.2.1.1.](#), is utilized and modified to account for Special Conditions in [Section 3.2.1.3.](#), if applicable. ILR is the sum of the performance, positive and negative, for all hours during an ELRP Event, where performance is calculated by subtracting the recorded kWh from the service account's AEB, unless the customer is a Rule 21 Exporting DER and is on a CPP or RTP equivalent tariff, in which case the ELRP baseline and the AEB are zero and all exported energy is counted as the service account's ILR.

### 3.2.1.7 ILR Settlements Calculation for Sub-Group A.4.

The aggregator's AEB, defined in [Section 3.2.1.1.](#) and [Section 3.2.1.2.](#), is utilized and modified to account for Special Conditions in [Section 3.2.1.3.](#), if applicable. ILR is the sum of the performance, positive and negative, for all hours during an ELRP Event, where performance is calculated by subtracting the aggregated recorded kWh from the aggregated AEB.

The baseline method may be used in conjunction with a meter or a sub-meter embedded within a storage system (such as, an internal sub-meter within the battery inverter) that directly measures the energy flows into/out of the storage device to determine the ILR for the ELRP settlement.<sup>26</sup> The election to utilize submetering will apply to all locations within a single aggregation.

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<sup>26</sup> Aggregators that elect to use sub-meter data for settlement purposes shall comply with submetering requirements and provisions in the ELRP Aggregator Agreement.



### 3.2.1.8 ILR Settlements Calculation for Sub-Group A.5.

The aggregator's AEB, defined in [Section 3.2.1.1.](#) and [Section 3.2.1.2.](#), is utilized and modified to account for Special Conditions in [Section 3.2.1.3.](#), if applicable. ILR is the sum of the performance, positive and negative, for all hours during an ELRP Event, where performance is calculated by subtracting the aggregated recorded kWh from the aggregated AEB.

An EVSE meter or EVSE sub-meter if the EVSE is taking service through the host site meter, may be used to determine the ILR for ELRP settlement.<sup>27</sup> Upon adoption by the CPUC, EVSE sub-meter must meet applicable standards established by the CPUC. The election to utilize submetering will apply to all locations within a single aggregation.

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<sup>27</sup> Aggregators that elect to use EVSE meter or sub-meter data for settlement purposes shall comply with submetering requirements and provisions in the ELRP Aggregator Agreement.

ATTACHMENT B

Notice to Add or Delete Customers Participating in the  
Emergency Load Reduction Program

## Notice by Aggregator to Add/Delete Customers Participating in the ELRP

**Instructions:** Aggregators and Customers use this notice to officially notify Southern California Edison Company (“SCE”) of their intent to add or delete SCE customers from the Aggregator’s Emergency Load Reduction Program (“ELRP”) \_\_\_\_\_<sup>2</sup> (Sub-Group) portfolio. SCE may verify the information on this notice with the Customer.

Aggregator Company Name:	
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This notice adds or deletes a customer’s Service Account(s) from the above named Aggregator’s ELRP Sub-Group portfolio. SCE will review and approve each Service Account to be added to determine if it meets the minimum requirements for that Sub-Group as specified in SCE’s ELRP Group A Terms and Conditions.<sup>3</sup> SCE must approve each Service Account before the Service Account can be included in the Aggregator’s portfolio for the ELRP Sub-Group. Additions to the portfolio will be effective upon SCE’s approval date. Deletions from the portfolio will be effective upon the date processed by SCE.

By signing this notice, Aggregator and Customer understand that the Aggregator has the authority to act on behalf of the Customer in connection with the ELRP Sub-Group for the Customer’s Service Accounts. Such authority is subject to SCE’s ELRP Group A Terms and Conditions, the Agreement for Aggregators Participating in the Emergency Load Reduction Program (Group A) and any associated legal or regulatory requirements.

Customer designates the above-named Aggregator to act on its behalf as its Aggregator pursuant to SCE’s ELRP Group A Terms and Conditions for all purposes, including, but not limited to, the receipt of payments and the receipt of all notices sent by SCE under the ELRP. Customer agrees that SCE will have no obligations to Customer with respect to Customer’s participation in the ELRP Sub-Group. Customer agrees to look solely to the Aggregator to carry out the responsibilities associated with the Aggregator’s services and that any Customer inquiries concerning an Aggregator’s services should be directed to the Aggregator.

Customer understands and agrees that SCE will provide its electric usage and electric meter data for the Service Accounts to Aggregator. Customer also agrees to allow personnel from the California Energy Commission, California Public Utilities Commission, SCE, and their contracting agents, reasonable access to conduct a site visit for measurement and evaluation, access to the Customer’s interval meter data, and agree to complete any surveys needed to enhance this program.

Customer acknowledges that Aggregator is not SCE’s agent for any purpose. SCE shall not be liable to Customer for any damages caused to the Customer by, or resulting from: (1) any failure by Aggregator to comply with SCE’s ELRP Group A Terms and Conditions, the Agreement for Aggregators Participating in the Emergency Load Reduction Program (Group A) and any associated legal or regulatory requirements, (2) Aggregator’s failure to perform any commitment to the Customer or (3) any acts, omissions, or representations made by Aggregator in connection with Aggregator’s solicitation of Customer or with the Aggregator’s performance of any of its functions as an aggregator in the ELRP

<sup>2</sup> Specify applicable sub-group: A.2, Non-Residential Non-BIP Aggregators, / A.4, Virtual Power Plant (“VPP”) Aggregators, / A.5, Vehicle-Grid-Integration (“VGI”) Aggregators.

<sup>3</sup> Southern California Edison Company Emergency Load Reduction Program (ELRP) Pilot Group A Terms and Conditions pursuant to California Public Utilities Commission Decision 21-03-056, 21-06-027 21-12-015, and Decision 21-12-069 were [refiled on May 26, 2022 via Advice Letter]. Such Terms and Conditions are subject to periodic update.

This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Customer [Company] <sup>4</sup> Name:		Aggregator Company Name:	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

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<sup>4</sup> Bracketed information to be included if Customer is a legal entity; otherwise delete.

Aggregators must provide the information listed below as an attachment to this notice using the provided template.

## Notice by Aggregator to Add/Delete Customers Participating in the ELRP

(Please Print or Type Clearly)

Aggregator Company Name: \_\_\_\_\_

	Add/ Delete	Sub-Group <i>(A.2., A.4., A.5.)</i>	Estimated Target Load Reduction (kW)	Customer Service Account Name	Service Account (Contract) Number	Installation Number	Service Address and City	If applicable, VPP/EVSE Nameplate Capacity (kW)	Export Election (Yes/No)	Rule 21 <sup>[1]</sup>	
										GFID	Export Value (kW), <i>if applicable</i>
1.											
2.											
3.											
4.											
5.											
6.											
7.											
8.											
9.											

<sup>[1]</sup> This information is not required at the time of submission but if SCE needs to validate the customer’s Rule 21 permit and if this information is not provided, it may cause a delay in adding the account to Aggregator’s portfolio. SCE may need to validate a customer’s Rule 21 permit in accordance with program rules and requirements. Providing the customer or site’s Rule 21 Interconnection application number (GFID) will expedite SCE’s validation of these program rules and requirements, if applicable.

# Additional Declarations

## CUSTOMER DECLARATIONS

Customers enrolling in the ELRP Sub-Group are required to declare the following for each back-up generator located on any sites they are enrolling:

1. The location (address or longitude/latitude) of the generator(s)
2. Type(s) of fuel used for the generator(s) (i.e. diesel, natural gas, battery, etc.)
3. Minimum notification time required to dispatch the generator(s)
4. The nameplate capacity (kw) of the generator(s)
5. Specify whether or not the service agreement where the generator is located is a co-generation site
6. Attest that the service agreement where the generator is located does not have a power purchase agreement
7. Does the customer intend to use the back-up generator to achieve their ELRP incremental load reduction?

Aggregators must provide the information listed above as an attachment to this notice using the template provided below.

The Customer attests that any site not listed in the back-up generator attachment does not have back-up generation.

#	SCE Service Account (Contract) Number	Installation Number	Location of Back-Up Generator	Fuel Type	Minimum Notification Time (HH:MM:SS)	Generator's Nameplate Capacity (kW)	Co-generation Site (Yes/No)	Power Purchase Agreement (PPA) Attestation (Yes/No)	Intend to Utilize in Response to ELRP Event (if permitted <sup>5</sup> ) (Yes/No)
1.									
2.									
3.									
4.									
5.									

<sup>5</sup> If the service agreement is in a disadvantaged community, a participant may not use back-up generation to achieve incremental load reduction (ILR) if the back-up generation is designated as a Prohibited Resource per California Public Utilities Commission Resolution E-4906. If the service agreement is not located in a disadvantaged community, the participant may only utilize the prohibited resource to achieve ILR during an ELRP event when permitted by a Governor's Executive Order and in compliance with Rule 21 and other applicable regulations and permits, including those imposed by the local air district.

#	SCE Service Account (Contract) Number	Installation Number	Location of Back-Up Generator	Fuel Type	Minimum Notification Time (HH:MM:SS)	Generator's Nameplate Capacity (kW)	Co-generation Site (Yes/No)	Power Purchase Agreement (PPA) Attestation (Yes/No)	Intend to Utilize in Response to ELRP Event (if permitted <sup>5</sup> ) (Yes/No)
6.									
7.									
8.									
9.									
10.									
11.									
12.									
13.									
14.									
15.									
16.									
17.									
18.									
19.									
20.									
21.									

## **AGGREGATOR DECLARATIONS**

If the Aggregator is in the **A.2., Non-Residential (Non-BIP) Aggregator Sub-Group**, the Aggregator nominates an estimated target load reduction quantity for their ELRP non-residential non-BIP customer aggregation to be achieved during an ELRP event, after giving effect to the addition(s) or deletion(s) requested by this notice as follows: \_\_\_\_\_. Aggregator also hereby declares that after giving effect to the addition or deletion requested by this notice, the aggregated resource capacity of its portfolio meets or exceeds 500 kW.

If the Aggregator is in the **A.4., VPP Aggregator Sub-Group**, the Aggregator nominates an estimated target load reduction quantity for their VPP aggregation to be achieved during an ELRP event, after giving effect to the addition(s) or deletion(s) requested by this notice, as follows: \_\_\_\_\_.

If the Aggregator is in the **A.5., VGI Aggregator Sub-Group**, the Aggregator nominates an estimated target load reduction quantity for their VGI aggregation to be achieved during an ELRP event, after giving effect to the addition(s) or deletion(s) requested by this notice, as follows: \_\_\_\_\_.