

September 8, 2016

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

Dear Ms. Bose:

Pursuant to Section 205¹ of the Federal Power Act (“FPA”) and Section 35.13 of the Federal Energy Regulatory Commission’s (“Commission” or “FERC”) regulations under the FPA (18 C.F.R. § 35.13), Southern California Edison Company (“SCE” or “Distribution Provider”) tenders for filing the following Engineering, Design, Procurement and Construction Letter Agreement (“Letter Agreement”) between the Distribution Provider and AltaGas Pomona Energy Inc. (“Interconnection Customer”)(collectively, the “Parties”), designated as Service Agreement No. 912, under SCE’s Wholesale Distribution Access Tariff (“WDAT”), FERC Electric Tariff, Volume No. 5.

The documents submitted with this filing consist of this letter of transmittal and all attachments hereto, and the Letter Agreement.

Background

On May 31, 2016, the California Public Utility Commission (“CPUC”) issued Resolution E-4791 (“Resolution”). The Resolution authorized expedited procurement of storage resources to ensure electric reliability in the Los Angeles Basin due to limited

¹ 16 U.S. Code § 824d.

operations of Aliso Canyon Gas Storage Facility. The Resolution, among other things, required SCE to hold an expedited competitive energy storage procurement solicitation to help alleviate outage risks during the upcoming winter of 2016-2017. The Resolution also requires SCE to take all reasonable steps to expedite the interconnection process to allow utility-owned or a third-party owned storage resources to connect to the grid. Storage projects secured through this solicitation are required to be online by December 31, 2016.

SCE is entering into this Letter Agreement in response to the Resolution and to ensure electric reliability in the Los Angeles Basin.

Letter Agreement

Pursuant to the SCE's Wholesale Distribution Access Tariff ("WDAT"), FERC Electric Tariff, Volume No. 5, the Interconnection Customer submitted an interconnection request to SCE for interconnection, wholesale Distribution Service² and to transmit Energy and/or Ancillary Service to the California Independent System Operator Corporation controlled grid ("ISO Grid"), for wholesale Distribution Service from Distribution Provider's Ganesha-Simpson 66 kV distribution line out of Simpson 66 kV Substation through SCE's distribution system to the California Independent System Operator Corporation's controlled grid ("ISO Grid"). The Interconnection Customer has requested interconnection of its facility named the AltaGas Pomona Energy Storage Project ("Project"), and for Distribution Provider to provide Distribution Service for 20 MW of power produced by the Project to the ISO Grid at SCE's Simpson 66kV Substation in Pomona, California.

² All capitalized terms used herein, and not otherwise defined, have the meanings ascribed to such term in the WDAT.

In order to meet the requested in-service date, SCE proposed and Interconnection Customer accepted that SCE begin engineering, design, procurement and construction prior to executing a Generator Interconnection Agreement (“GIA”) for the Project.

The purpose of the Letter Agreement is to provide an interim arrangement whereby the Distribution Provider will commence the engineering, design, procurement and construction, as specified in Exhibit A to the Letter Agreement, and the Interconnection Customer will pay for such work. This work will be performed while the revised interconnection study is completed in order to identify the final upgrades needed to interconnect the Project. Such final upgrades will be reflected in the GIA for the Project.

Pursuant to Section 7 of the Letter Agreement, the Interconnection Customer will pay all of SCE’s charges and expenses for the scope of work to be performed by SCE. The charges and expenses incurred pursuant to the Letter Agreement will include, without limitation, SCE’s costs of SCE’s employees and contractors, including related overheads. Pursuant to Exhibit B of the Letter Agreement, the Distribution Provider’s Interconnection Facilities Cost is estimated to be \$59,160.00 plus a One-Time Cost of \$113,957.00, in order to interconnect the Project.

Pursuant to Section 7(c) of the Letter Agreement, if the Distribution Provider and the Interconnection Customer enter into a GIA prior to completion of the work pursuant to this Letter Agreement, the Interconnection Customer’s payments made under the terms of this Letter Agreement, including any additional payments will be credited to the amount due under the terms of the GIA.

Waiver

SCE respectfully requests, pursuant to Section 35.11 (18 C.F.R. § 35.11) of the Commission's regulations, waiver of the 60-day prior notice requirements specified in Section 35.3 (18 C.F.R. § 35.3), and requests the Commission to accept the Letter Agreement for filing and assign an effective date of September 9, 2016, which is the next business day after the date of this instant filing. Such waiver would be consistent with the Commission's Order dated March 18, 2002, in Docket No. ER02-79-001 (98 FERC ¶ 61,304), wherein the Commission granted waiver of the 60-day prior notice requirement when a Letter Agreements, similar to the one in this instant filing, was filed within 30 days of the proposed effective date. Such waiver is also consistent with the Commission's policy, set forth in Central Hudson Gas & Electric Corp., et al., 60 FERC ¶ 61,106 (1992), *reh'g denied*, 61 FERC ¶ 61,089 (1992), that waiver of the 60-day prior notice requirement will generally be granted where good cause is shown and the agreement is filed prior to the commencement of service. Good cause exists in that such waiver will enable the Distribution Provider to begin work on the projects in order to meet the Interconnection Customer's requested in-service date. The granting of this waiver will not have any impact on SCE's other rate schedules.

Other Filing Requirements

No expenses or costs included in the rates tendered herein have been alleged or judged in any administrative or judicial proceeding to be illegal, duplicative, or unnecessary costs that are demonstrably the product of discriminatory employment practices.

SCE believes that the data contained in this letter provide sufficient information upon which to accept this filing; however, to the extent necessary, SCE requests that the Commission waive its filing requirements contained in Sections 35.5 and 35.13 (18 C.F.R. § 35.5 and 35.13) of the Commission's regulations.

SCE believes this filing conforms to any rule of general applicability and to any Commission order specifically applicable to SCE, and has made copies of this letter and all enclosures available for public inspection in SCE's principal office located in Rosemead, California. SCE has mailed copies to those persons whose names appear on the mailing list enclosed.

SCE requests that all correspondence, pleadings, and other communications concerning this filing be served upon:

Julie Miller
Senior Attorney
Southern California Edison Company
P.O. Box 800
2244 Walnut Grove Avenue
Rosemead, California 91770
Julie.Miller@sce.com

SCE also requests that an additional copy of any correspondence and orders be sent to the undersigned at Karen.Koyano@sce.com.

Very truly yours,



KAREN KOYANO

FEDERAL ENERGY REGULATORY COMMISSION

Mailing List

| NAME | ADDRESS |
|--|--|
| Public Utilities Commission State of California Legal Division Arocles.Aguilar@cpuc.ca.gov | State Building 505 Van Ness Avenue San Francisco, California 94102 |
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