

by, the instant proceeding. No other party can adequately represent SCE's interest in this proceeding.

SCE is intervening out of time due largely to the fact that the CAISO's filing did not come to the attention of relevant SCE personnel in a timely fashion. Once the filing was reviewed, SCE concluded that the CAISO had made a representation to FERC that was inaccurate, and SCE is now moving as quickly as possible to intervene in this proceeding. Accordingly, SCE respectfully requests that the Commission grant SCE permission to intervene out of time in this proceeding, be made a party thereto, and take notice of SCE's comments provided herein.

COMMENTS

This proceeding involves proposed terms and conditions under which the CAISO will allow AES Energy's Sano Regulation Center ("Sano Project") to demonstrate that it can provide Regulation service to the CAISO and then to provide such service on an interim basis. Although in general, SCE supports demonstration pilot programs, recognizing that such programs may provide useful technical information without creating any precedential effects for further proceedings, SCE's immediate concern in this docket regards certain misstatements made in the Letter Agreement. On page 3 of 11, that agreement states:

AES's affiliate, AES Huntington Beach, LLC, and SCE have entered into an Interconnection agreement in accordance with SCE's Wholesale Distribution Access Tariff and a Service Agreement for Wholesale Distribution Service under which SCE will provide energy to charge Sano's energy storage batteries when necessary.

This statement is factually incorrect.

In a filing submitted in Docket No. ER09-67, SCE entered into a Small Generator Interconnection Agreement (“SGIA”) with AES Huntington as well as a WDAT Service Agreement for the 2.0 MW Sano Project that is the subject of the Letter Agreement. However, SCE does not provide *any* entity with energy under the WDAT or a WDAT service agreement. WDAT service is a transportation service, not an energy service. Nor will SCE deliver energy under the two existing WDAT Service Agreements with AES Huntington Beach, LLC (associated with either the Huntington Beach Generation Project unit 5, or the Sano Project) to serve the load of the Sano Project. The WDAT Service Agreements with AES Huntington are for “outbound” Distribution Service from the Huntington 66 kV switchyard buses to the CAISO Grid *only*. There is no Wholesale Load that can be served using the existing WDAT Service Agreement, as is plainly reflected in the WDAT Service Agreement on Sheet No. 5.

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COMMUNICATIONS

SCE designates the following persons for official service pursuant to Rule 2010, 18 C.F.R. § 385.2010 (2009), and all communications, pleadings and orders with respect to this proceeding should be directed to them:

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Wherefore, the Commission should grant this Motion to Intervene.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding.

Dated at Washington, D.C. this 4th day of March, 2010.

/s/ Laura Placencia

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