

SOUTHERN CALIFORNIA EDISON COMPANY
ADDED FACILITIES AGREEMENT
SCE-FINANCED

City of Rialto

("Applicant")

and Southern California Edison Company ("SCE"), referred to collectively as "Parties", and individually as "Party", agree, as an accommodation to the Applicant, that SCE shall install the electric facilities described in Exhibit A, and hereinafter referred to as "Added Facilities", the cost of which shall be borne by the Applicant and which will be located at the service address as shown in Exhibit A. Added Facilities are defined in SCE Tariff Rule 2.H as those which are in addition to, or in substitution for, the standard facilities SCE would normally install to provide electric service. The Parties agree as follows:

1. Applicant shall pay a charge based on the Added Facilities investment in SCE-Financed Added Facilities, pursuant to SCE's Tariff Rule 2.H, as filed with the California Public Utilities Commission ("Commission") and as changed from time to time by the Commission. The charge for SCE-Financed Added Facilities is based upon the Added Facilities investment and the replacement coverage option selected by the Applicant, as follows:

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- (a) Replacement Coverage. The Added Facilities investment amount used as the basis for determining the charge Applicant pays SCE shall not be adjusted whenever Added Facilities are replaced as set forth in Paragraph 12(a). Under this option, Applicant shall pay to SCE, at SCE's sole option, either (SCE to select one):

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- (1) A Monthly Charge based upon ____ times the Added Facilities investment as set forth in Exhibit A.

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- (2) A One-Time Payment representing the present worth of the Monthly Charge (____ per month) for the Added Facilities in perpetuity as set forth in Exhibit A.

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- (b) Replacement Coverage with 20 year Term. The Added Facilities investment amount used as the basis for determining the charge Applicant pays SCE shall not be adjusted for a term of 20 years whenever Added Facilities are replaced as set forth in Paragraph 12(a). Under this option, Applicant shall pay to SCE a Monthly Charge based upon ____ times the Added Facilities investment as set forth in Exhibit A. At the end of the 20 year term, this Agreement terminates in accordance with the provisions of Paragraph 16. If Applicant wants to continue being served from the Added Facilities, Applicant must sign a new Added Facilities Agreement. The new Added Facilities investment amount will be determined on a reconstruction cost new less depreciation (RCNLD) basis.

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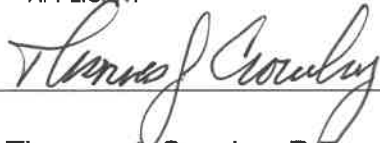
- (c) Without Replacement Coverage. The Added Facilities investment amount used in determining the charge Applicant pays SCE shall be adjusted whenever Added Facilities are replaced as set forth in Paragraph 12(a) and (b). Under this option, Applicant shall pay SCE a Monthly Charge based upon 1.25% times the Added Facilities investment as set forth in Exhibit A.

2. Applicant shall pay to SCE in advance of construction by SCE, any one-time costs (including the Income Tax Component of Contribution (ITCC), pursuant to SCE's Preliminary Statement as filed with the Commission when applicable) to rearrange existing facilities and/or to provide facilities normally installed by the Applicant as set forth in Exhibit A.
3. The costs and charges paid by Applicant pursuant to Paragraphs 1 and 2 will normally be based upon estimated costs. When the recorded book costs have been determined by SCE, the charges may be based upon such recorded costs and adjusted retroactively to the date when service was first rendered by means of such Added Facilities. For existing facilities which are allocated for Applicant's use as Added Facilities, the resulting Paragraph 1 charges paid by the Applicant will be based upon the Added Facilities investment amount calculated on a RCNLD basis. Additional charges resulting from such adjustments will, unless other terms are mutually agreed upon, be payable within thirty (30) days from the date of presentation of a bill therefor. Any credits resulting from such adjustments will, unless other terms are mutually agreed upon, be refunded to Applicant.
4. When SCE elects to provide Added Facilities hereunder on a recorded book cost basis, SCE has the right to revise its estimated costs and bill Applicant using such revised estimated costs during the period preceding determination of the recorded book costs. SCE shall indicate such revisions on Exhibit A or a superceding Exhibit A and provide a copy to Applicant. SCE shall commence billing the charge paid by Applicant pursuant to Paragraph 1 above using such revised estimate not earlier than thirty (30) days from the date the revised estimate is provided to Applicant.
5. The Monthly Charge to be paid by Applicant pursuant to Paragraph 1 as determined in Exhibit A shall automatically increase or decrease without formal amendment to this Agreement if the Commission subsequently authorizes a higher or lower percentage rate in the calculation of the costs of ownership for Added Facilities as stated in Rule 2.H, effective with the date of such authorization.

6. Where it is necessary to install Added Facilities on Applicant's property, Applicant hereby grants to SCE (a) the right to make such installation on Applicant's property including installation of a line extension along the shortest practical route thereon and (b) the right of ingress to and egress from Applicant's property as determined by SCE in its sole discretion for any purpose connected with the operation and maintenance of the Added Facilities. Applicant shall provide rights of way or easements of sufficient space which provide legal clearance from all structures now or hereafter erected on Applicant's property for any facilities of SCE.
7. Where formal rights-of-way or easements are required in, on, under, or over Applicant's property or the property of others for the installation of the Added Facilities, SCE shall not be obligated to install the Added Facilities unless and until any necessary rights-of-way or easements, satisfactory to SCE, are granted without cost to SCE. Upon termination of this Agreement in accordance with Paragraph 16, SCE will quitclaim all easements and rights-of-way in, on, under, and over Applicant's property which are, as determined by SCE in its sole discretion, no longer required by SCE due to the removal of its Added Facilities.
8. SCE shall not be responsible for any delay in completion of the installation of the Added Facilities resulting from shortage of labor or materials, strike, labor disturbances, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary rights-of-way and easements, act of God, or any other cause or condition beyond control of SCE. SCE shall have the right in the event it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction hereunder resulting from such allocation shall be deemed to be a cause beyond SCE's control.
9. Added Facilities provided hereunder shall at all times remain the property of SCE.
10. This Agreement supplements the appropriate application and contract(s) for electric service presently in effect between the Parties.
11. If it becomes necessary for SCE to alter or rearrange the Added Facilities including, but not limited to, the conversion of overhead facilities to underground, Applicant shall be notified of such necessity and shall be given the option to either terminate this Agreement in accordance with Paragraphs 13 and 16, or to pay to SCE additional charges consisting of:
 - (a) The cost to remove any portion of the Added Facilities which is no longer necessary because of alteration or rearrangement, such charge to be determined in the same manner as described in Paragraph 16; plus
 - (b) An additional payment (one-time cost), if any, for any work required as defined in Paragraph 2; plus
 - (c) A revised Paragraph 1 charge based on the total net additional installed cost of all new and remaining Added Facilities. Such revised charge shall be determined in the same manner as described in Paragraphs 1 and 3.
12.
 - (a) Whenever Added Facilities are replaced due to damage or equipment failure, the work will be completed at SCE's expense. If such replacement results in a change in the Added Facilities investment, the Monthly Charge pursuant to Paragraph 1 option (c) for Added Facilities Without Replacement Coverage will be adjusted on the basis of the revised added investment effective with the date the replaced Added Facilities are first available for Applicant. Except that, where a replacement of Added Facilities is required for SCE's convenience or necessity or because of damage caused by the sole negligence or willful act of SCE, no increase will be made in the Added Facilities investment amount or the Monthly Charge.
 - (b) Whenever Added Facilities are replaced due to Applicant's increased load, such replacement will be at Applicant's expense and the Applicant shall pay SCE a revised Paragraph 1 charge under option (a), (b), or (c), based on the revised Added Facilities investment amount resulting from such replacement.
13. This Agreement shall remain in effect until terminated by either party on at least thirty (30) days' advance written notice. Applicant shall pay all costs incurred to the date of termination pursuant to Paragraph 16 including charges for any engineering, surveying, right-of-way and easement acquisition expenses and other associated expenses incurred by SCE for that portion of the Added Facilities not installed.
14. SCE has the right to charge Applicant under the terms and conditions of this Agreement commencing with the date SCE, in its sole opinion, is ready to serve or commencing with the ready to serve date requested by Applicant, whichever is later.

15. Construction of the Added Facilities shall not commence prior to receipt by SCE of appropriate rights of way and/or easements and Applicant's payment of all monies due as described in Paragraphs 1.(a)(2) and 2.
16. Upon discontinuance of the use of any Added Facilities due to termination of service, termination of this Agreement, or otherwise:
- (a) Applicant shall pay to SCE on demand (in addition to all other monies to which SCE may be legally entitled by virtue of such termination) a facility termination charge defined as the installed cost (including any ITCC), plus the removal cost, less the salvage value for the Added Facilities to be removed. Commencing in the sixteenth (16) year after the date service is first rendered by means of Added Facilities, 20 percent of the termination charge shall be subtracted from that charge each year until the total charge is zero.
 - (b) SCE shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Added Facilities located on the Applicant's property.
 - (c) SCE may, at its option, alter, rearrange, convey, or retain in place any portion of the Added Facilities off Applicant's property. Where all or any portion of the Added Facilities located off Applicant's property are retained in place and used by SCE to provide permanent service to other customers, the facility termination charge described in Paragraph 16.(a) shall be reduced by the installed cost of the retained facilities.
17. Applicant may assign this Agreement only with SCE's written consent. Such consent will not unreasonably be withheld. Furthermore, such assignment shall be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Added Facilities.
18. This Agreement shall, at all times be subject to changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.
19. In witness whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives/agents. This Agreement is effective as of the last date set forth below.

City of Rialto
APPLICANT

BY: 

NAME: Thomas J. Crowley, P.E.

TITLE: Utilities Manager

DATE SIGNED: 3/15/2018

SA #: 32-7940-40

SOUTHERN CALIFORNIA EDISON COMPANY

BY: _____

NAME: Andrew Garcia

TITLE: Managing Engineer

DATE SIGNED: _____

SOUTHERN CALIFORNIA EDISON
EXHIBIT "A"
SCE FINANCED ADDED FACILITIES

SA # 32-7940-40

APPLICANT City of Rialto

SERVICE ADDRESS 501 Santa Ana Ave, Rialto, CA

APPLICANT REQUESTED READY TO SERVE DATE

All Estimated Costs Shown in this Exhibit "A" (SCE to Select One):

☐ are not binding estimates (final billing based on recorded costs), or

☒ are binding estimates valid for Added Facilities completed on or before

DESCRIPTION OF ADDED FACILITIES:

Reserve Line Capacity charges for the following PE gear:

P5456849

P5456851

Original Estimated Demand kVA

W.O. No(s).

DESCRIPTION OF ONE-TIME COSTS (Paragraph 2)

W.O. No(s).

EXHIBIT "A"
SCE FINANCED ADDED FACILITIES

SCE's Actual Ready to Serve Date _____

APPLICANT INITIALS & DATE (Original Estimate Only)	ORIGINAL ESTIMATE DATE	AMENDMENT DATE
A) ADDED FACILITIES INVESTMENT (Paragraph 1)	_____	_____
B) ADDED FACILITIES INVESTMENT (RCNLD)* (Paragraph 3)	_____	_____
C) ADDED FACILITIES MONTHLY CHARGE BASE (A + B) (Paragraphs 1, 3 & 4)	_____	_____
D) MONTHLY ADDED FACILITIES CHARGE (C X _____) (Paragraphs 1 & 5)	_____	_____
E) ONE-TIME PAYMENT OPTION OWNERSHIP COSTS ONLY [Paragraph 1(a)(2)]	_____	_____
F) ONE-TIME COSTS INCLUDING ITCC (Paragraph 2)	_____	_____
A) ADDED FACILITIES INVESTMENT (Paragraph 1)	_____	_____
B) ADDED FACILITIES INVESTMENT (RCNLD)* (Paragraph 3)	_____	\$173,920.00
C) ADDED FACILITIES MONTHLY CHARGE BASE (A + B) (Paragraphs 1, 3 & 4)	_____	\$173,920.00
D) MONTHLY ADDED FACILITIES CHARGE (C X _____) (Paragraphs 1 & 5)	_____	\$2,174.00
E) ONE-TIME PAYMENT OPTION OWNERSHIP COSTS ONLY [Paragraph 1(a)(2)]	_____	_____
F) ONE-TIME COSTS INCLUDING ITCC (Paragraph 2)	_____	_____

AMENDMENT
DATE

AMENDMENT
DATE

FINAL RECORDED COSTS
DATE

* Cost of existing facilities reallocated as added facilities on a Reconstruction Cost New, Less Depreciation (RCNLD) basis.