

**SERVICE AGREEMENT FOR  
WHOLESALE DISTRIBUTION SERVICE**

**Between**

**SOUTHERN CALIFORNIA EDISON COMPANY**

**And**

**THE CITY OF MORENO VALLEY**

**(Project: Kitching Street 115 kV Interconnection Project – WDT1249)**

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Contract Effective Date: xx/xx/xx  
905.[*Insert Service Agmt Number*].0  
Number: 0.0.0  
WDTxxx

Tariff Record Proposed Effective Date: xx/xx/xx  
Version

Option Code A

## SERVICE AGREEMENT FOR WHOLESALE DISTRIBUTION SERVICE

1. This Service Agreement, dated as of the date executed by the Distribution Customer, is entered into, by and between Southern California Edison Company ("Distribution Provider"), and the City of Moreno Valley ("Distribution Customer").
2. The Distribution Customer has been determined by the Distribution Provider to have a Completed Application for Distribution Service under the Tariff.
3. The Distribution Customer has provided to the Distribution Provider an Application deposit in the amount of \$7,800.00, in accordance with the provisions of Section 15.2 of the Tariff.
4. Service under this Service Agreement shall commence on the later of (1) November 3, 2017, or (2) the date on which construction of any Direct Assignment Facilities and/or Distribution System Upgrades specified in Sections 7.0 and 8.0 of the attached Specifications For Wholesale Distribution Service are completed and all additional requirements are met pursuant to Section 13.5 of the Tariff, or (3) such other date as it is permitted to become effective by the Commission. Service under this Service Agreement shall terminate on the earliest of the following to occur: (1) the termination date of the Distribution Customer's Kitching Street 115 kV Interconnection Project Interconnection Facilities Agreement between Distribution Provider and Distribution Customer, or (2) the date on which Distribution Provider terminates at Distribution Provider's option, upon failure by Distribution Customer to provide advance notice to Distribution Provider of changes in Wholesale Customer Load in accordance with Section 2.3 of Attachment B to the Tariff and subject to FERC acceptance. After the Interconnection Facilities In-Service Date, Distribution Customer shall provide Distribution Provider advance

notice prior to making any changes (other than maintenance) to the power transformation facilities and equipment which comprise the Distribution Customer's load connected to the Karma 115 kV Substation, as defined in the Interconnection Agreement. Distribution Customer shall notify Distribution Provider within a reasonable time prior to the date when any such changes are planned to be placed in service so that the Distribution Provider can evaluate any potential system impacts which may occur as a result of such changes and whether such changes will require a new Application pursuant to the Tariff. If Distribution Customer fails to provide Distribution Provider advance notice of changes to the Distribution Customer's power transformation equipment and related facilities and any such change does or may cause adverse system impacts or is or may be materially inconsistent with the service provided pursuant to this Service Agreement, Distribution Provider shall have the right to terminate this Service Agreement subject to Commission acceptance or approval. Distribution Customer shall not cause the 115 kV Interconnection Project, as defined in the Interconnection Agreement, to operate in parallel with or to interconnect to any other electrical facilities, which facilities shall include, but not be limited to, Distribution Customer's distribution systems served under other WDAT interconnection facilities agreements or service agreements, any generating facilities, other Distribution Provider facilities, or any facilities served by other electric utilities without receiving prior review and authorization from Distribution Provider. If Distribution Customer fails to comply with the requirements set forth in this Section 4, then, Distribution Provider shall have the right to terminate this Agreement, subject to Commission acceptance or approval.

5. The Distribution Provider agrees to provide and the Distribution Customer agrees to take and pay for Distribution Service in accordance with the provisions of the Tariff and this Service Agreement.

6. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Distribution Provider:

Southern California Edison Company

Transmission & Distribution

Manager, Grid Contract Management

P. O. Box 800

2244 Walnut Grove Avenue

Rosemead, California 91770

Telefax No. (626) 302-1152

Telephone No. (626) 302-9640

Distribution Customer:

City of Moreno Valley

City Manager's Office

Attn: City Manager

14177 Frederick Street

Moreno Valley, CA 92552-0805

Telefax No. (909) 413-3000

Telephone No. (909) 413-3750

7. The Tariff and attached Specifications For Wholesale Distribution Service are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Distribution Provider:

By: [Title]

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[Name] Title Date

Distribution Customer:

By:

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Michelle Dawson City Manager Date

## SPECIFICATIONS FOR WHOLESALE DISTRIBUTION SERVICE

1. Term of Transaction: See Section 4 of the Service Agreement  
Service Commencement Date: See Section 4 of the Service Agreement  
Termination Date: See Section 4 of the Service Agreement
2. For a Resource connected to the Distribution Provider's Distribution System, a description of capacity and energy to be transmitted by Distribution Provider and a five year forecast of monthly Generation: Not Applicable.
3. Point of Receipt: The ISO Grid at Distribution Provider's Valley Substation 500 kV bus.  
Point of Delivery: The Distribution Provider's interconnection with the Distribution Customer as described in the 115 kV Interconnection Project Wholesale Distribution Load Interconnection Facilities Agreement between Distribution Provider and the Distribution Customer executed concurrently herewith.  
Receiving Party: Distribution Customer.
4. Description of Wholesale Distribution Load at the Point of Delivery (including a five year forecast of monthly load requirements): Electric energy delivered by the Distribution Provider at 115 kV for use to serve Distribution Customer's Wholesale Distribution Loads connected to the Distribution Customer's 115/12 kV Substation as defined in the 115 kV Interconnection Project Wholesale Distribution Load Interconnection Facilities Agreement between Distribution Provider and the Distribution Customer executed concurrently herewith..
5. Interruptible Load amount (summer and winter), location and conditions/limitations (five year forecast): None.

6. For Resources, the maximum amount of capacity and energy to be transmitted. For Wholesale Distribution Load, the estimated peak load for informational purposes only: 5,000 kW for 2017, 10,000 kW for 2018, 15,000 kW for 2019, 20,000 kW for 2020 and 28,000 kW for 2021. The contract demand is 15,000 kW and is subject to increase based on increases to Distribution Customer's Wholesale Distribution Load.
7. Direct Assignment Facilities: The Interconnection Facilities described in the 115 kV Interconnection Project Wholesale Distribution Load Interconnection Facilities Agreement between Distribution Provider and Distribution Customer executed concurrently herewith.
8. Distribution System Upgrades required prior to the commencement of service: None.
9. Real Power Loss Factors: The factor set forth in Section 13.9 of the Tariff applicable to Resources interconnected at distribution voltages 50 kV and above.
10. Power Factor: The Distribution Customer is required to maintain its power factor within a range of 0.95 lagging to 0.95 leading (or, if so specified in the Service Agreement, a greater range), pursuant to Good Utility Practice. This provision recognizes that a Distribution Customer may provide reactive power support in accordance with Section 12.10 (Self Provision of Ancillary Services), of this Tariff. The operating power factor at the Point of Receipt shall be at unity unless Distribution Customer is otherwise notified by the Distribution Provider to maintain a specified voltage schedule while operating within the power factor range as specified above.
11. Distribution Service under this Agreement will be subject to the charges detailed below.
  - 11.1 Customer Charge: \$7.00/month.

11.2 Demand Charge: The Demand Charge is the product of the Demand Rate expressed as \$/k-W-mo and the monthly Billing Demand expressed in kW.

11.2.1 The Demand Rate is \$0.90/kW per month.

11.2.2 Billing Demand is the higher of the metered demand or the contract demand. The metered demand is the hourly demand averaged over 15 or 5-minute intervals, summed for a month and expressed in kilowatts. The metered demand is rounded to the nearest kW. The Distribution Provider will meter the Distribution Customer's demand using a 15-minute interval under normal conditions. If such demand is intermittent or subject to violent fluctuations, a 5-minute interval may be used. The contract demand is as set forth in Section 6 above.

11.3 Facilities Charge: The charges as provided in the 115 kV Interconnection Project Wholesale Distribution Load Interconnection Facilities Agreement between Distribution Provider and Distribution Customer executed concurrently herewith..

11.4 System Impact and/or Facilities Study Charge(s): None.

12. Letter of credit or alternative form of security to be provided and maintained by Distribution Customer pursuant to Sections 8 and 16.4 of the Tariff: Provided for in the 115 kV Interconnection Project Wholesale Distribution Load Interconnection Facilities Agreement between Distribution Provider and Distribution Customer executed concurrently herewith.