



Southern California Edison  
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 53904-E  
Cancelling Revised Cal. PUC Sheet No. 48648-E

RELIABILITY BACK-UP SERVICE AGREEMENT  
BETWEEN CUSTOMER AND  
SOUTHERN CALIFORNIA EDISON COMPANY (SCE)

Form 14-730

(To be inserted by utility)

Advice 2990-E

Decision \_\_\_\_\_

108

Issued by  
Megan Scott-Kakures  
Vice President

(To be inserted by Cal. PUC)

Date Filed Dec 30, 2013

Effective Jan 29, 2014

Resolution \_\_\_\_\_

**RELIABILITY BACK-UP SERVICE AGREEMENT  
BETWEEN CUSTOMER AND  
SOUTHERN CALIFORNIA EDISON COMPANY (SCE)**

**1. PARTIES**

This Reliability Back-up Service Agreement ("Agreement") is between Customer and SCE ("the Parties") and shall establish the terms and conditions for Customer electing to receive Reliability Back-Up Service under Schedule TOU-8-RBU, Time-Of-Use-General Service-Large-Reliability Back-Up Service, or under the Separate Service Connections and Meters for Reliability Back-Up Service Special Condition<sup>1</sup> and the Customer's "Otherwise Applicable Rate Schedule." (T)  
(T)

This is a filed form tariff agreement authorized by the California Public Utilities Commission ("Commission"). No officer, inspector, solicitor, agent, or employee of SCE has any authority to waive, alter, or amend any part of the Agreement except as provided herein or as authorized by the Commission. This Agreement supplements the terms and conditions of Customer's electric service provided under Customer's otherwise applicable rate schedule and under SCE's Commission-approved tariffs.

SCE hereby agrees to provide Reliability Back-Up Service to  
\_\_\_\_\_ ("Customer")

located at \_\_\_\_\_  
\_\_\_\_\_

for \_\_\_\_\_ kW (Reliability Back-Up Service demand), under Schedule TOU-8-RBU or the Separate Service Connections and Meters for Reliability Back-Up Service Special Condition, as these schedules now exist or may hereafter be amended or superseded, a copy of the applicable schedule(s) which is attached hereto and by this reference incorporated herein. (T)

**2. RECITALS**

- 2.1 Customer is receiving service from SCE under the provisions of SCE's tariffs.
- 2.2 Parties desire to agree on terms and conditions, which will provide for Customer to receive Reliability Back-Up Service from SCE.
- 2.3 This Agreement is made with reference to Rule 2, Section H, entitled Added Facilities.

**3. DEFINITIONS**

- 3.1 Reliability Back-Up Service: An additional metered service connection to the main service connection installed for reliability purposes in accordance with the Added Facilities provisions of Section H of Rule 2.
- 3.2 Added Facilities: Equipment or facilities that are in addition to, or in substitution for, standard facilities that SCE would normally install in order to provide electric service to the Customer.

\_\_\_\_\_  
<sup>1</sup> This Special Condition is found in Schedules TOU-8, TOU-8-RTP, TOU-8-S and TOU-8-RTP-S. The Customer's main service must be served on one of these rate schedules. (N)  
(N)

#### 4. AGREEMENT

SCE and Customer agree to the following terms and conditions:

- 4.1 For the term of the Agreement, Customer shall receive service in accordance with Schedule TOU-8-RBU or the Separate Service Connections and Meters for Reliability Back-Up Service Special Condition, Section H of Rule 2 and its associated agreement, and Customer's otherwise applicable rate schedule filed with the Commission, as such schedules now exist or may hereafter be amended or superseded. (T)
  - 4.2. The electric facilities installed and the percentage of corresponding substation and line capacity reserved to provide Reliability Back-Up Service are Added Facilities and paid for by the Customer in accordance with the provisions Section H of Rule 2 and its associated agreement. (T)
  - 4.3 Customer shall sign an Added Facilities agreement prior to or coincident with signing this Agreement.
  - 4.4 If the actual Reliability Back-Up Service demand exceeds the above contracted demand amount at any time during a monthly billing period when Reliability Back-Up Service is used, Customer shall pay an increased Added Facilities charge for that month based on the incremental increase in reserved substation and line capacity. Should Customer exceed the contracted demand, SCE shall consider it a permanent operational change and shall permanently increase the reserved substation and line capacity.
  - 4.5 Customer may request SCE to revise the Reliability Back-Up Service demand with advance written notice to SCE. Such change shall be made only after SCE's approval and is subject to the terms and conditions of Section H of Rule 2 and the Added Facilities agreement.
  - 4.6 [SCE] or [Customer] shall install adequate controls to ensure that overload does not occur on the Reliability Back-Up Service.
  - 4.7 Automated switching capabilities for Reliability Back-Up Service shall be controlled by SCE.
  - 4.8 Termination of the Added Facilities agreement or if Customer becomes ineligible for Schedule TOU-8-RBU or the Separate Service Connections and Meters for Reliability Back-Up Service Special Condition shall result in the concurrent termination of this Agreement. (T)
5. **TERM:** This Agreement shall be effective on the later of the date (i) set forth beneath SCE's signature on the signature page of this Agreement, and (ii) the date Customer has signed the Added Facilities agreement for the electric facilities and reserve substation and line capacity necessary to provide Reliability Back-Up Service. This Agreement shall remain effective until terminated by either party after 30 days written notice to the other party or until either party terminates the Added Facilities Agreement, in accordance with the terms of that agreement.
6. **INDEMNITY:** Customer shall defend at its own cost and indemnify and hold harmless SCE, its officers, agents, employees, assigns and successors in interest from and against any and all liability (including liability based upon SCE's own negligence or strict liability without fault), damages, costs, losses, claims, demands, actions, causes of action, attorney's fees and expenses, or any of them, resulting from the death or injury to any person or damage to any property, including the property and/or personnel of SCE, arising out of the subject matter of this agreement.

7. **ENTIRE CONTRACT:** This Agreement, including its Appendices, constitutes the complete, entire, and exclusive statement of the agreement between the Customer and SCE regarding Schedule TOU-8-RBU or the Separate Service Connections and Meters for Reliability Back-Up Service Special Condition and supersedes any and all prior representations, understandings, and communications, oral or written, between the Customer and SCE related to Schedule TOU-8-RBU or the Separate Service Connections and Meters for Reliability Back-Up Service Special Condition. (T)  
(T)
8. **NONWAIVER:** The failure of either Party to enforce any of the terms and conditions or to exercise any right of privilege in this Agreement shall not be construed as a waiver of any such terms and conditions or rights or privileges and the same shall continue and remain in force and effect as if no such failure to enforce or exercise had occurred.
9. **ASSIGNMENT:** Customer may assign this Agreement only with SCE's written consent, which may be contingent upon Customer assigning its Added Facilities agreement.
10. **ACKNOWLEDGEMENT:** THIS AGREEMENT IS NOT A GUARANTEE OF UNINTERRUPTED ELECTRIC SERVICE. THE EXISTENCE OF RELIABILITY BACK-UP SERVICE UNDER THIS AGREEMENT DOES NOT PREVENT CUSTOMER FROM BEING SUBJECT TO CURTAILMENTS (aka ROLLING BLACKOUTS). IN THE EVENT CUSTOMER IS DESIGNATED AS AN EXEMPTED ESSENTIAL USE CUSTOMER BY COMMISSION DECISIONS OR STAFF, CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE RELIABILITY BACK-UP SERVICE IS NEITHER ESSENTIAL NOR EXEMPT FROM CURTAILMENTS.
11. **CALIFORNIA PUBLIC UTILITIES COMMISSION**
- 11.1 This Agreement shall at all times be subject to such changes or modifications by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- 11.2 Notwithstanding any other provisions of this Agreement, SCE shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an Application for a change in rates, charges, classification, or services, or any rule, regulation, or contract relative thereto.

In witness whereof, the Parties have caused the Agreement to be executed by their duly authorized agents to be effective on the date of signature below.

***Southern California Edison Company***

\_\_\_\_\_  
Signature of Customer Date  
or Authorized Company Representative

\_\_\_\_\_  
Signature of Company Representative Date

\_\_\_\_\_  
Printed Name of Customer or Company

\_\_\_\_\_  
Printed Name of Company Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Service Account Number \_\_\_\_\_