



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

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SPOT PRICING AMENDMENT (SPA) TO  
CONTRACT FOR SERVICE  
SCHEDULE \_\_\_\_\_

Form 14-326

(To be inserted by utility)

Advice 1600-E

Decision \_\_\_\_\_

1C10

Issued by

John R. Fielder

Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Feb 5, 2002

Effective Jan 19, 2001

Resolution \_\_\_\_\_

**SPOT PRICING AMENDMENT (SPA) TO CONTRACT FOR SERVICE**

This Spot Pricing Amendment to Contract for Service (SPA Agreement) is entered into between Southern California Edison Company (SCE) and \_\_\_\_\_ (Customer). This Agreement shall become effective as of the date set forth beneath SCE's signature on the signature page of this Agreement.

This SPA Agreement amends the Contract for Service, Schedule \_\_\_\_\_ (Otherwise Applicable Tariff), which the parties executed on \_\_\_\_\_, \_\_\_\_\_. This SPA Agreement is designed to encourage Customer to purchase electric energy for incremental load during SCE's on-peak hours.

Customer has the option of negotiating a discount contract with different terms and conditions from those contained in this Agreement. A negotiated contract may contain a more lenient early termination provision in exchange for commensurate changes in the discount or credit provided by this Agreement. However, a negotiated contract cannot be made effective until it has been authorized by an expedited regulatory review process by the California Public Utilities Commission. Customer is aware of this option and chooses to enter into this Agreement.

In consideration of the above recitals, the parties agree as follows:

1. Eligible Purchases

Customer's eligible on-peak energy purchases (Eligible Purchases) for the current regularly scheduled billing period shall be determined in accordance with the following formula:

$$EP = TP - ([OnkW \times OnH] + [MidkW \times MidH] + [OffkW \times OffH])$$

where the above terms, which are specific to the current billing period, are defined as follows:

EP = Eligible Purchases (kWh)

TP = Total energy (kWh) purchases

OnkW = Average Demand (kW) over the on-peak period. This value shall equal \_\_\_\_\_ kW.

OnH = Number of on-peak hours

MidkW = Average Demand (kW) over the mid-peak period, but not less than \_\_\_\_\_ kW.

MidH = Number of mid-peak hours

OffkW = Average Demand (kW) over the off-peak period, but not less than \_\_\_\_\_ kW.

OffH = Number of off-peak hours

Average Demand is equal to total kilowatthours (kWh) consumed in a given billing period divided by the number of hours in the billing period.

A. Maximum On-Peak Purchases

Customer's Eligible Purchases shall not exceed the higher of the mid-peak or off-peak Average Demand in the current billing period times the number of on-peak hours in the current regularly scheduled billing period.

B. Plant Shutdown or Equipment Failure

In order to reflect plant shutdown or equipment failure, Customer may request that SCE reduce the number of hours used in the above calculations for MidH and OffH. In months when Customer experiences plant shutdown or equipment failure, Customer shall advise SCE, in writing, of such events. Such notice shall be submitted each month not later than two working days after Customer's meter is scheduled to be read, and shall indicate the actual hours during which each event occurred. Customer shall be limited to a total of not more than 700 hours per annum of plant shutdown and equipment failure time to reduce the number of hours used in the above calculations for MidH and OffH. In no event shall the reduction be less than the maximum number of hours in the mid-peak period, or the off-peak period, whichever is applicable. Where only a part of Customer's plant is down, the hours of downtime shall be prorated accordingly.

Such reports by Customer of equipment failure or plant shutdown are subject to verification by SCE; should such reports later prove to be inaccurate for any reason, Customer shall be backbilled for any resulting undercollection.

2. Definitions

As used in this Agreement, the following terms shall have the following meanings.

A. Agreement: This document and appendices, as amended from time to time.

(D)

- B. Procured Energy Cost: The generation costs as determined in accordance with Schedule PE. (C)  
(C)

3. Rates

All Eligible Purchases shall be subject to a Minimum Rate of \$.07579 per kilowatt-hour (kWh). All on-peak kWh usage in excess of Customer's Eligible Purchases shall be charged a SPA Excess Usage Rate. The SPA Excess Usage Rate shall equal the Customer's average on-peak charges for demand and energy (in cents per kWh) computed in accordance with customer's Otherwise Applicable Tariff (or its successor rate schedule), based on Customer's on-peak usage during the current billing period.

The SPA Minimum Rate and SPA Excess Usage Rate recover both energy and demand components.

A. Energy Charge

(1) High Energy Cost Condition

Whenever SCE's Schedule PE exceeds \$0.050 per kWh, SCE will charge Customer a rate for all eligible purchases of 3.079 cents per kWh plus SCE's Schedule PE. (C)  
(C)

The energy line loss multipliers shall be as specified in Schedule PE. (C)

B. Components of SPA Minimum Rate, and SPA Energy Charge

The SPA Minimum Rate and SPA Energy Charge consist of the following components: Transmission, Transmission Revenue Balancing Account Adjustment (TRBAA), generation as determined by Schedule PE Charge, Competition Transition Charge (CTC), Public Purpose Programs Charge (PPPC), and Nuclear Decommissioning Charge (NDC). The values for Transmission, TRBAA, PPPC, and NDC rate components shall be as described in the Rate Components Section of the customer's Otherwise Applicable Tariff. The value generation is determined in accordance with Schedule PE. (C)  
(C)

C. Public Utilities Reimbursement Fee

In addition to the components listed in Section 2.B, above, and in addition to any applicable minimum charges, the customer shall pay a Public Utilities Commission Reimbursement Fee per kWh for all energy consumed.

4. Term

Service under this agreement shall commence with the customer's next regular billing period following the effective date of this Agreement, except that in no case shall it begin prior to the first day of the summer season as defined in SCE's Schedule TOU-8. In no case shall service under this Agreement be extended beyond the last day of the summer season as defined in SCE's Schedule TOU-8.

5. Acknowledgment

Except as amended herein, Customer acknowledges that it is fully subject to all terms and conditions contained in Customer's Otherwise Applicable Tariff, or its successor rate schedule.

6. Termination

This Agreement shall terminate: (1) upon 10 days' written notice from SCE to Customer; or (2) if Customer no longer takes service under Customer's Otherwise Applicable Tariff, or its successor rate schedule.

7. Customer Affidavit

By signing this agreement, the customer certifies and declares under penalty of perjury under the laws of the State of California that the statements in subparagraphs 6.A, 6.B, and 6.C below are true and correct.

- A. Under the current on-peak rate in Customer's Otherwise Applicable Tariff, Customer cannot produce their product on-peak at a competitive cost;
- B. Under the on-peak rate provided for under this Agreement, Customer's on-peak product cost is competitive; and

C. If this Agreement is not executed, Customer's load shall return to an inverted pattern.

8. Miscellaneous

A customer complaint regarding service in accordance with this Agreement need not impede the provision of utility service to Customer. The Customer may request that the Commission require service be provided pending resolution of the dispute. In such circumstances, the Commission may require the Customer to deposit any sum of money in dispute with the Commission pending final resolution.

9. Commission Authorization

Service under this Agreement is subject to the approval of the California State Public Utilities Commission (Commission) of a Spot Pricing Amendment to Schedule I-6 or its successor schedule. If a SPA rate is not authorized by the Commission, this Agreement shall be null and void.

Further, if the Commission approves a SPA rate or SPA provisions that differ from those described herein, such changes shall be incorporated into this Agreement. Under these circumstances the customer may cancel this Agreement by providing SCE a written notice of cancellation within ten (10) days of the notice of the revised rate and/or provisions.

This Agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California, as such Commission may, from time to time, direct in the exercise of its jurisdiction.

10. Competition Transition Charges

In addition to all other charges, Customer shall pay any Competition Transition Charge (CTC) according to Customer's Otherwise Applicable Tariff and Preliminary Statement, Part W. The expiration or termination of this Agreement does not affect any obligation to pay CTC.

11. Authorization Signatures

IN WITNESS WHEREOF, The parties have caused this Agreement to be executed by their duly authorized agents to be effective on the date of SCE's Signature below.

SOUTHERN CALIFORNIA EDISON  
COMPANY

CUSTOMER

By \_\_\_\_\_

By

\_\_\_\_\_  
Title

Title

\_\_\_\_\_  
Date

(Telephone Number)

Date

Sworn and subscribed by

to me on \_\_\_\_\_,