



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

Original  
Cancelling

Cal. PUC Sheet No. 389-G  
Cal. PUC Sheet No.

Sheet 1

Income Tax Component of Contribution Agreement  
Form 16-263

(Continued)

(To be inserted by utility)

Advice 79-G  
Decision 87-09-026

Issued by  
Michael R. Peevey  
Executive Vice President

(To be inserted by Cal. PUC)

Date Filed Nov 5, 1987  
Effective Jan 1, 1988  
Resolution \_\_\_\_\_

INCOME TAX COMPONENT OF CONTRIBUTION AGREEMENT

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, by and between

\_\_\_\_\_, ("Government Agency") and Southern California Edison Company, ("Company"), in accordance with the terms and conditions of the Company's filed tariffs and Decision No. 87-09-026 of the Public Utilities Commission of the State of California, dated September 10, 1987.

1. Government Agency declares that it is a California state, county, or local government agency required to make a Contribution under the Company's tariffs for a project located at \_\_\_\_\_

2. Government Agency declares that its project: (initial (a) or (b) below)

- (a) Provides a Public Benefit as defined in the Preliminary Statement of the Company's tariffs /\_\_\_\_\_/
- (b) Results from condemnation of Company facilities, or the threat or imminence thereof, as supported by evidence acceptable to the Company attached hereto. /\_\_\_\_\_/

3. Government Agency promises to pay to the Company prior to September 10, 1989, \$ \_\_\_\_\_, which is the Income Tax Component of Contributions (ITCC) required under the Company's tariffs for the project identified in Paragraph 1 above, plus interest computed as stated in Paragraph 5 below.

4. Notwithstanding Paragraph 3 Government Agency and Company agree that if, prior to September 10, 1989, the Internal Revenue Service (IRS) issues a determination acceptable to the Company that the Contribution is not taxable, the ITCC payment set forth in Paragraph 3 shall not be required; but, if the IRS makes a determination prior to September 10, 1989, that the Contribution (or contribution of that type) is taxable, the ITCC payment set forth in Paragraph 3, plus interest computed as stated in Paragraph 5 below is due and payable upon demand by the Company.

5. Government Agency and Company agree that interest shall accrue from the date of this Agreement to the date of payment of the ITCC by Government Agency at the rate stated in the Company's Preliminary Statement of its tariffs, entitled Income Tax Component of Contribution Provision.

6. Government Agency agrees to pay any expense associated with or incurred by the Company related to this ITCC Agreement, such as, but not limited to, administrative and legal costs, and penalties assessed by the IRS.

7. The Income Tax Component of Contribution Provision, as set forth in the Preliminary Statement of the Company's tariffs is attached and incorporated by reference in this Agreement.

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

9. Notwithstanding any other provisions of this Agreement, Edison shall have the right to unilaterally file with the Public Utilities Commission of the State of California, pursuant to the Commission's rules and regulations, an application for a change in rates, charges, classification, or service, or any rule, regulation, or Agreement relating thereto.

10. This Agreement hereof shall inure to the benefit of and be binding upon the respective successors of the parties hereto.

IN WITNESS WHEREOF, Government Agency and Company have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

GOVERNMENT AGENCY:

SOUTHERN CALIFORNIA EDISON COMPANY:

Name: \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_ Title

\_\_\_\_\_ Address

\_\_\_\_\_ Address

\_\_\_\_\_ Telephone Number

\_\_\_\_\_ Telephone Number