

Form No. 13

UNDERGROUND ELECTRIC LINE EXTENSION CONTRACT
FOR EXTENSION TO A RESIDENTIAL SUBDIVISION
OR COMMERCIAL/INDUSTRIAL DEVELOPMENT

SOUTHERN CALIFORNIA WATER COMPANY

UNDERGROUND ELECTRIC LINE EXTENSION CONTRACT
FOR EXTENSION TO A POINT 200 FEET OUTSIDE RESIDENTIAL
SUBDIVISION OR COMMERCIAL/INDUSTRIAL DEVELOPMENT

THIS AGREEMENT, made this _____ day of _____, 19____, between SOUTHERN CALIFORNIA WATER COMPANY, a corporation, hereinafter called "Utility," and _____ hereinafter called "Developer,"

W I T N E S S E T H:

WHEREAS, Developer has requested Utility, pursuant to its Rule No. 20, Line Extensions to furnish and install an underground electric line extension to reach a point 200 feet outside the boundaries of a residential subdivision, commercial development, or industrial development located in the County of San Bernardino, State of California, substantially described as follows: _____

Tract No. _____, recorded in Book No. _____, Page No. _____ of Maps, records of said County, and consisting of _____ lots as shown on the tract or survey map attached hereto and hereby made a part hereof; and

WHEREAS, The underground extension will be installed, owned, and maintained by Utility provided Developer pays in advance a nonrefundable sum equal to three-fourths of the estimated difference between the cost, exclusive of transformers, meters, and services, of the underground extension and an equivalent overhead extension in the amount of \$ _____; and

WHEREAS, In addition, a refundable advance is required of Developer equal to the estimated cost of an equivalent overhead line in the amount of \$ _____; and

WHEREAS, A portion of the underground extension may be installed by Developer in accordance with Utility's specifications and timing requirements, as set forth in Exhibit A attached hereto and hereby made a part hereof, and the estimated installed cost of said facilities, if any, installed by Developer is agreed to be \$ _____; and

WHEREAS, Upon acceptance by Utility and transfer of ownership of said portion of the underground facilities to Utility, the estimated installed cost will be credited against the amount Developer is required to pay in advance; and

WHEREAS, Underground service connections to each applicant from the underground distribution system will be installed and maintained as provided in Utility's rules applicable thereto; and

WHEREAS, Street lighting will be installed in accordance with the appropriate tariff schedule;

NOW, THEREFORE, in consideration of the premises, and of the mutual promises and covenants of the parties hereto, hereinafter contained, it is mutually agreed by and between the parties hereto as follows, viz.:

(Continued)

(To be inserted by Utility)

(To be inserted by Cal. P.U.C.)

Advice Letter No. 46-E

ISSUED BY

Date Filed Aug. 19, 1974

W. W. FRANKLIN

Effective Sept. 18, 1974

Decision No. _____

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(Continued)

1. Utility will complete, at Developer's expense as required herein, construction of said extension, provided Utility has the legal right to occupy public streets, roads, and highways necessary for the construction, operation, and maintenance of such extension, or has first obtained rights of way therefor on public lands and private property satisfactory to and without cost to or condemnation by Utility.
2. Said line extension shall be and remain the property of Utility.

The parties do hereby declare that it is their mutual intention that title to and ownership of said portion of the underground system installed by or required of Developer, which is to be owned, maintained, and operated by Utility as provided by Utility's Rules, shall vest in Utility. Developer does hereby agree that immediately upon the completion of said underground facilities and acceptance by Utility, title to each and every component part thereof shall immediately pass to Utility without further action upon the part of Developer.

3. Developer shall concurrently with the execution hereof pay to Utility the nonrefundable sum of \$_____. In addition to said nonrefundable sum, Developer shall concurrently with the execution hereof pay a refundable amount of \$_____. Said amounts, each in turn, reflect credit for the estimated installed cost of facilities, if any, installed by Developer.
4. The refundable sum advanced by Developer shall be subject to refund without interest, in accordance with the following provisions:
 - a. Refunds will be made for connection of (1) separately metered permanent load and/or customers, and (2) permanently installed load which is in excess of the load for which allowance has been made when added by a customer within one year of first taking service.
 - b. Refunds will be made on the basis of \$_____ per foot for each foot that the allowable free length as listed below exceeds the length of an equivalent overhead line, if any, required to serve such load and/or customers.

Allowable Free Length*

For lighting and appliances, each customer	75 feet
For each electric refrigerator customer	50 feet
For each electric range customer	100 feet
For each automatic storage water heater of 2 KW or more ...	100 feet
For each horsepower of motor load on Power Schedule	50 feet
For each horsepower of motor load on other schedule	25 feet

*Exceptions:

One-half of the allowances provided will apply for those appliances installed within a residential subdivision served underground pursuant to Rule No. 20.1.

No allowances will be made for equipment used for standby or emergency purposes only.

Where the advance is for the conversion of an existing line from single phase to three phase, allowances will be made only for additional permanent three-phase installations as may be supplied by means of the line which has been converted to three phase.

(Continued)

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- c. Refunds in accordance with (a) above will be made within 90 days after date of first service to such load and/or customers and within 90 days of date of notification of connection of additional load by existing customers, except that refunds due may be cumulated before payment until they aggregate \$25, or, if the total refundable balance is less than \$25, until the amount due equals said balance.
 - d. Where there is a series of extensions, on any of which an advance is still refundable, and Utility makes succeeding free extensions with excess allowances or where additional load or customers connect to succeeding extensions, refunds will be made to repay in turn each of such advances which remain refundable beginning with the first in series from the original point of supply.
 - e. When two or more parties make a joint advance on the same extension, refundable amounts will be distributed to these parties in the same proportion as their individual advances bear to the total joint advance.
 - f. No such refund will be made by Utility in excess of the refundable amount advanced by Developer nor after a period of ten years from the date Utility is first ready to render service from the extension, and any unrefunded amount remaining at the end of the ten-year period will become the property of Utility.
5. Developer will provide that degree of supervision over and coordination between grading, trenching, excavating, and other contractors as required to assure that Utility's underground facilities remain at the depth below final grade set forth in Utility's specifications, and as required to prevent damage to Utility's facilities from the activities of said contractors. Developer agrees to hold harmless and indemnify Utility for any and all damage to Utility arising in any way from the failure to provide said supervision, including but not limited to damage represented by the cost to Utility of correcting an inadequate trench and/or excavation depth or other known condition exposing Utility to damage.
 6. This contract is subject to the Rules of Utility.
 7. This contract 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.

SOUTHERN CALIFORNIA WATER COMPANY

By _____
President

By _____
Secretary

Date: _____

Developer

By _____

By _____

Date: _____

Memo Only

Date Utility First Ready to
Serve: _____, 19__

G.W.O. No. _____

(Continued)

(To be inserted by Utility)

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LINE EXTENSION DATA

- a. Estimated Cost of Developer Installed Portion \$ _____
- b. Estimated Cost to Complete Underground Extension \$ _____
- c. Estimated Total Cost of Underground System \$ _____
- d. Estimated Cost of Equivalent Overhead Line (Refundable Amount) \$ _____
- e. Three-fourths of the Difference (Non-refundable Amount) $e = .75(c-d)$ \$ _____
- f. Length of Equivalent Overhead Line _____ feet
- g. Unit Cost Per Foot (to be inserted in Paragraph 4.b.) $g = d/f$ \$ _____
- h. Amount Advanced $h = d-a$ \$ _____

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