

ORIGINAL

Decision 82 05 057 MAY 19 1982

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Investigation on the Commission's own motion to determine the revisions to the Uniform Main Extension Rules for water utilities necessitated by modifications to General Order No. 103 ordered by Decision No. 84334.

Case 9902  
(Filed April 15, 1975)

ORDER CORRECTING DECISION 82-01-62

There are inadvertent and typographical errors in Appendix A of Decision (D.) 82-01-62 dated January 19, 1982 as follows:

Page 3, Section A.4., the title should read "Ownership, Design, and Construction of Facilities".

Page 3, Section A.4.c., line 4 should read "way or pavement; or on a freeway, waterway, or railroad right-of-way, the".

Page 4, Section A.4.e., lines 2 and 3 should read "in local building codes and/or ordinances, the main extension contract shall contain these provisions."

Page 7, Section A.8., line 1 should read "In case of disagreement or dispute regarding the application of any".

Page 10, Section C.2.b., should read

"Payment of refunds shall be made not later than June 30 of each year, beginning the year following execution of contract, or not later than 6 months after the contract anniversary date if on an anniversary date basis."

Page 11, Section C.3.a., line 4 should read "assignees and Section C.3.c. and Section C.3.d. are complied with."

Page 12, Section C.3.b., line 6 should read "the parties or their assignees and Section C.3.c. and Section C.3.d."

Under Resolution A-4661,

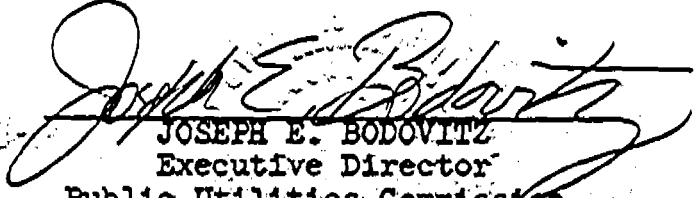
IT IS ORDERED that Section A.4., Section A.4.c., Section A.4.e., Section A.8., Section C.2.b., Section C.3.a., and Section C.3.b. are corrected to read as follows:

- A.4. Ownership, Design, and Construction of ~~Public~~ Facilities.
- A.4.c. Where the property of an applicant is located adjacent to a right-of-way, exceeding 70 feet in width, for a street, highway, or other public purpose, regardless of the width of the traveled way or pavement; or a freeway, waterway, or railroad right-of-way, the utility may elect to install a main extension on the same side thereof as the property of the applicant, and the estimated and adjusted construction costs in such case shall be based upon such an extension.
- A.4.e. If the following provisions for water conservation are included in local building codes and/or ordinances, the main extension contract shall contain these provisions.
- A.8. In case of disagreement or dispute regarding the application of any provision of this rule, or in circumstances where the application of this rule appears unreasonable to either party, the utility, applicant or applicants may refer the matter to the Commission for determination.
- C.2.b. Payment of refunds shall be made not later than June 30 of each year, beginning the year following execution of contract, or not later than 6 months after the contract anniversary date if on an anniversary date basis.

- C.3.a. Any contract whose refunds are based on a percentage of the amount advanced may be purchased by the utility and terminated provided that the terms are mutually agreed to by the parties or their assignees and Section C.3.c. and Section C.3.d. are complied with. The maximum price that may be paid by the utility to terminate a contract shall be calculated by multiplying the remaining unrefunded contract balance times the appropriate termination factor set out below. No contract that has been in effect for less than 10 years shall be terminated without prior Commission approval.
- C.3.b. Any contract with refunds based upon percentage of revenues and entered into under Section C. of the former rule, may be purchased by the utility and terminated, provided the payment is not in excess of the estimated revenue refund multiplied by the termination factor in the following table, the terms are otherwise mutually agreed to by the parties or their assignees and Section C.3.c. and Section C.3.d. hereof are complied with. The estimated revenue refund is the amount that would otherwise be refunded, at the current level of refunds, over the remainder of the twenty-year contract period, or shorter period that would be required to extinguish the total refund obligation. It shall be determined by multiplying 22 percent of the average annual revenue per service for the immediately preceding calendar year by the number of bona fide customers at the proposed termination date, times the number of years or fractions thereof to the end of the twenty-year contract period or shorter period that would be required to refund the remaining contract balance.

This order is effective today.

Dated   MAY 19 1982  , at San Francisco, California.

  
JOSEPH E. BODOVITZ  
Executive Director  
Public Utilities Commission  
State of California



ADDRESS ALL COMMUNICATIONS  
TO THE COMMISSION  
CALIFORNIA STATE BUILDING  
SAN FRANCISCO, CALIFORNIA 94102  
TELEPHONE: (415) 857-2145

**Public Utilities Commission**  
STATE OF CALIFORNIA

May 21, 1982

FILE NO. 602

TO: CLASS A, B, C AND D WATER UTILITIES

Reference our letter dated March 3, 1982, File No. 602, which suggested that you withhold filing revisions to your Rule 15. The application for rehearing of Decision No. 82-01-62 was denied by Commission Decision No. 82-04-070 on April 8, 1982.

Pursuant to the foregoing your filing of Rule 15 should be made not later than June 7, 1982. As relates to the pending filing and future contracts enclosed are the following:

- (a) Decision No. 82-05-087 dated May 19, 1982 which corrects certain errors in Decision No. 82-01-62.
- (b) Revised Main Extension Contract Forms A, B, C, D, E, 4 and 10 which are consistent with the revised Rule 15.

We understand that the California Water Association will be distributing copies of revised Rule 15 with all authorized and proposed typographical changes to assist you in making your required filings.

Very truly yours,

*John D. Reader*  
JOHN D. READER, Chief  
Hydraulic Branch

Enclosures (8)

MAIN EXTENSION CONTRACT  
SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,  
COMMERCIAL BUILDINGS, OR SHOPPING CENTERS  
Distribution Plant Only - No Special Facilities  
Fire Flow Requirements Meet General Order No. 103

Utility

Name \_\_\_\_\_ District \_\_\_\_\_  
 Address \_\_\_\_\_

Applicant

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Description \_\_\_\_\_

Preliminary Statement

This contract is entered into pursuant to the requirements of, and in accordance with the various applicable provisions of, Utility's main extension rule in effect and on file with the California Public Utilities Commission, a copy of which is attached hereto and made a part hereof, hereinafter "Rule". This contract does not, therefore, require specific authorization of said Commission, to carry out its terms and conditions.

Purpose of Contract

Applicant hereby applies for a water main-extension. The Facilities described in attached Exhibit B shall be installed by Utility, and those described in Exhibit C by Applicant. Such Facilities will be used for the purpose of furnishing public utility water service to that certain property known as:

\_\_\_\_\_

\_\_\_\_\_

and delineated on that map attached hereto as Exhibit A. Utility agrees that it will, as soon as necessary materials and labor are available, and necessary permits, franchises, licenses or other governmental authorizations have been obtained, commence and prosecute to completion with all reasonable diligence the work of installing the Facilities and when complete and accepted will provide utility service in accordance with Utility's tariffs.

Fire Protection

The distribution system is designed to meet the minimum fire flow requirements contained in Section VIII.1.(a) in the California Public Utilities Commission General Order No. 103 as ordered by Decision No. 82-04-089, dated April 21, 1982.

Advance Subject to Refund - Distribution Plant

Applicant shall advance the amount of \$ \_\_\_\_\_ to cover the cost of facilities described in said Exhibit B, pursuant to Section C.1.a. of Rule, which amount includes \_\_\_\_\_ which has already been deposited pursuant to Section A.5.b. of Rule, before construction of the main extension is commenced, subject to revision of the amount advanced pursuant to Section A.6.e. of Rule. Applicant agrees to pay the cost of installed facilities described in Exhibit C, pursuant to Section C.1.c. of Rule. The portion of such cost to be treated as an Advance Subject To Refund shall not exceed \$ \_\_\_\_\_.

MAIN EXTENSION CONTRACT  
SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,  
COMMERCIAL BUILDINGS, OR SHOPPING CENTERS  
Distribution Plant Only - No Special Facilities  
Fire Flow Requirements Meet General Order No. 103  
(Continued)

Refunds - Distribution Plant

The Amount Advanced Subject To Refund shall be refunded pursuant to Section C.2. of Rule. Until Applicant shall notify Utility in writing to the contrary, all refunds hereunder shall be paid by Utility to \_\_\_\_\_

Utility's Right to Offset

Utility shall have the right to offset against any refunds payable hereunder the amount of any indebtedness then due or owing by Applicant to Utility.

Conditions

The Utility will not be required to make extensions under this Contract where the easements, rights of way or streets are not kept free from other interfering construction or street work during installation of said water system. Applicant agrees to use its best efforts to assist Utility to obtain any and all permits, franchises or other governmental authorizations which may be required for the installation of the facilities. Applicant will provide any easements or rights of way required for the installation.

Successors and Assigns

The obligations of the Applicant shall be joint and several. This agreement shall bind and inure to the benefit of the heirs, representatives, executors, administrators, successors and/or assigns of the respective Parties hereto.

Jurisdiction of Public Utilities Commission

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.

The effective date of this contract shall be \_\_\_\_\_, 19 \_\_\_\_.

Signatures

Utility

Applicant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

MAIN EXTENSION CONTRACT  
SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,  
COMMERCIAL BUILDINGS, OR SHOPPING CENTERS  
Distribution Plant Only - No Special Facilities  
Fire Flow Requirements Exceed General Order No. 103

Utility

Name \_\_\_\_\_ District \_\_\_\_\_  
 Address \_\_\_\_\_

Applicant

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Description \_\_\_\_\_

Preliminary Statement

This contract is entered into pursuant to the requirements of, and in accordance with the various applicable provisions of, Utility's main extension rule in effect and on file with the California Public Utilities Commission, a copy of which is attached hereto and made a part hereof, hereinafter "Rule". This contract does not, therefore, require specific authorization of said Commission, to carry out its terms and conditions.

Purpose of Contract

Applicant hereby applies for a water main extension. The Facilities described in attached Exhibit B shall be installed by Utility, and those described in Exhibit C by Applicant. Such Facilities will be used for the purpose of furnishing public utility water service to that certain property known as:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ and delineated on that map attached hereto as Exhibit A. Utility agrees that it will, as soon as necessary materials and labor are available, and necessary permits, franchises, licenses or other governmental authorizations have been obtained, commence and prosecute to completion with all reasonable diligence the work of installing the Facilities and when complete and accepted will provide utility service in accordance with Utility's tariffs.

Fire Protection

The distribution system is designed to meet fire flow requirements in excess of the minimum fire flows contained in Section VIII.1.(a) in the California Public Utilities Commission General Order No. 103, as ordered by Decision No. 82-04-089 dated April 21, 1982. Applicant shall pay as a contribution in-aid-of-construction pursuant to Section D.2. of Rule the increase in cost of the distribution mains necessary to meet such higher fire flow requirements. The amount of such increase is \$ \_\_\_\_\_. Said amount shall not be subject to refund.

Advance Subject to Refund - Distribution Plant

In addition to the amount described above under Fire Protection, Applicant shall advance the amount of \$ \_\_\_\_\_ to cover the cost of facilities described in said Exhibit B, pursuant to Section C.1.a. of Rule which amount includes \$ \_\_\_\_\_ which has already been deposited pursuant to Section A.5.b. of Rule, before construction of the main extension is commenced, subject to revision of the amount advanced pursuant to Section A.6.e. of Rule. Applicant agrees to pay the cost of installed facilities described in Exhibit C, pursuant to Section C.1.c. of Rule. The portion of such cost to be treated as an Advance Subject To Refund shall not exceed \$ \_\_\_\_\_.

MAIN EXTENSION CONTRACT  
SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS  
COMMERCIAL BUILDINGS, OR SHOPPING CENTERS  
Distribution Plant Only - No Special Facilities  
Fire Flow Requirements Exceed General Order No. 103

Refunds - Distribution Plant

The Amount Advanced Subject To Refund shall be refunded pursuant to Section C.2. of Rule. Until Applicant shall notify Utility in writing to the contrary, all refunds hereunder shall be paid by Utility to \_\_\_\_\_

Utility's Right to Offset

Utility shall have the right to offset against any refunds payable hereunder the amount of any indebtedness then due or owing by Applicant to Utility.

Conditions

The Utility will not be required to make extensions under this Contract where the easements, rights of way or streets are not kept free from other interfering construction or street work during installation of said water system. Applicant agrees to use its best efforts to assist Utility to obtain any and all permits, franchises or other governmental authorizations which may be required for the installation of the facilities. Applicant will provide any easements or rights of way required for the installation.

Successors and Assigns

The obligations of the Applicant shall be joint and several. This agreement shall bind and inure to the benefit of the heirs, representatives, executors, administrators, successors and/or assigns of the respective Parties hereto.

Jurisdiction of Public Utilities Commission

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.

The effective date of this contract shall be \_\_\_\_\_, 19\_\_.

Signatures

Utility

Applicant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_



MAIN EXTENSION CONTRACT  
SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,  
COMMERCIAL BUILDINGS, OR SHOPPING CENTERS  
Special Facilities and Distribution Plant  
Fire Flow Requirements Meet General Order No. 103

UTILITY

NAME \_\_\_\_\_ District \_\_\_\_\_  
ADDRESS \_\_\_\_\_

APPLICANT

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
DESCRIPTION \_\_\_\_\_

PRELIMINARY STATEMENT

This Contract is entered into pursuant to the requirements of, and in accordance with the various applicable provisions of, Utility's Main Extension Rule in effect and on file with the California Public Utilities Commission, a copy of which is attached hereto and made a part hereof, hereinafter "Rule". This Contract does not, therefore, require specific authorization of said Commission, to carry out its terms and conditions.

PURPOSE OF CONTRACT

Applicant hereby applies for a water main extension. The Facilities described in attached Exhibit B shall be installed by Utility, and those described in Exhibit C by Applicant. Such Facilities will be used for the purpose of furnishing public utility water service to that certain property known as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and delineated on that map attached hereto as Exhibit A. Utility agrees that it will, as soon as necessary materials and labor are available, and necessary permits, franchises, licenses or other governmental authorizations have been obtained, commence and prosecute to completion with all reasonable diligence the work of installing the Facilities and when complete and accepted will provide utility service in accordance with Utility's tariffs.

FIRE PROTECTION

The distribution system is designed to meet the minimum fire flow requirements contained in Section VIII.1(a) in the California Public Utilities Commission General Order No. 103, as ordered by Decision 82-04-089 dated April 21, 1982.

(Continued)

MAIN EXTENSION CONTRACT  
SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,  
COMMERCIAL BUILDINGS, OR SHOPPING CENTERS  
Special Facilities and Distribution Plant  
Fire Flow Requirements Meet General Order No. 103

SPECIAL FACILITIES

Applicant shall pay as a contribution in aid of construction pursuant to Section D.3. of Rule the cost of facilities other than hydrants and distribution mains required to provide supply, pressure, or storage primarily for fire protection service or portions of such facilities allocated in proportion to the capacity designed for fire protection purposes, which is \$ \_\_\_\_\_, said cost is not subject to refund. Applicant shall advance the estimated cost of special facilities required for the extension (other than fire protection) which is \$ \_\_\_\_\_ and which is to be refunded pursuant to Section C.2.c. of Rule. The number of lots or living units to be served by these special facilities shall be considered to be \_\_\_\_\_ . Applicant agrees to pay the cost of special facilities installed pursuant to Section C.1.c. of Rule, described in Exhibit C, and to transfer good title to said facilities to utility. The amount of such cost to be treated as an advance subject to refund shall not exceed \$ \_\_\_\_\_ .

ADVANCE SUBJECT TO REFUND - DISTRIBUTION PLANT

In addition to the amounts required under the Special Facilities portion of this agreement, applicant shall advance the amount of \$ \_\_\_\_\_ to cover the cost of Distribution Facilities described in said Exhibit B pursuant to Section C.1.a. of Rule, which amount includes \$ \_\_\_\_\_ which has already been deposited pursuant to Section A.5.b. of Rule, before construction of the main extension is commenced, subject to revision of the amount advanced pursuant to Section A.6.e. of Rule. Applicant agrees to pay the cost of installed facilities described in Exhibit C, pursuant to Section C.1.c. of Rule. The portion of such cost to be treated as an Advance Subject to Refund shall not exceed \$ \_\_\_\_\_ .

REFUNDS - DISTRIBUTION PLANT

The Amount Advanced Subject to Refund shall be refunded pursuant to Section C.2. of Rule. Until Applicant shall notify Utility in writing to the contrary, all refunds hereunder shall be paid by Utility to \_\_\_\_\_

UTILITY'S RIGHT TO OFFSET

Utility shall have the right to offset against any refunds payable hereunder the amount of any indebtedness then due or owing by Applicant to Utility.

CONDITIONS

The Utility will not be required to make extensions under this Contract where the easements, rights of way or streets are not kept free from other

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MAIN EXTENSION CONTRACT  
SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,  
COMMERCIAL BUILDINGS, OR SHOPPING CENTERS  
Special Facilities and Distribution Plant  
Fire Flow Requirements Meet General Order No. 103

CONDITIONS - Continued

interfering construction or street work during installation of said water system. Applicant agrees to use its best efforts to assist utility to obtain any and all permits, franchises or other governmental authorizations which may be required for the installation of the facilities. Applicant will provide any easements or rights of way required for the installation.

SUCCESSORS AND ASSIGNS

The obligations of the Applicant shall be joint and several. This agreement shall bind and inure to the benefit of the heirs, representatives, executors, administrators, successors and/or assigns of the respective Parties hereto.

JURISDICTION OF PUBLIC UTILITIES COMMISSION

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.

The effective date of this Contract shall be \_\_\_\_\_, 19\_\_\_\_.

SIGNATURES

UTILITY

APPLICANT

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Date \_\_\_\_\_

Date \_\_\_\_\_

MAIN EXTENSION CONTRACT  
SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,  
COMMERCIAL BUILDINGS, OR SHOPPING CENTERS  
Special Facilities and Distribution Plant  
Fire Flow Requirements Exceed General Order No. 103

UTILITY

NAME \_\_\_\_\_ District \_\_\_\_\_

ADDRESS \_\_\_\_\_

APPLICANT

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

DESCRIPTION \_\_\_\_\_

PRELIMINARY STATEMENT

This Contract is entered into pursuant to the requirements of, and in accordance with the various applicable provisions of, Utility's Main Extension Rule in effect and on file with California Public Utilities Commission, a copy of which is attached hereto and made a part hereof, hereinafter "Rule". This Contract does not, therefore, require specific authorization of said Commission, to carry out its terms and conditions.

PURPOSE OF CONTRACT

Applicant hereby applies for a water main extension. The Facilities described in attached Exhibit B shall be installed by Utility, and those described in Exhibit C by Applicant. Such Facilities will be used for the purpose of furnishing public utility water service to that certain property known as: \_\_\_\_\_

\_\_\_\_\_ and delineated on that map attached hereto as Exhibit A. Utility agrees that it will, as soon as necessary materials and labor are available, and necessary permits, franchises, licenses or other governmental authorizations have been obtained, commence and prosecute to completion with all reasonable diligence the work of installing the Facilities and when complete and accepted will provide utility service in accordance with Utility's tariffs.

FIRE PROTECTION

The distribution system is designed to meet fire flow requirements in excess of the minimum fire flows contained in Section VIII.1(a) in the California Public Utilities Commission General Order No. 103, as ordered by Decision 82-04-089 dated April 21, 1982. Applicant shall pay as a contribution in aid of construction pursuant to Section D.2. of Rule in the increase in cost of the distribution mains necessary to meet such higher fire flow requirements. The amount of such increase is \$ \_\_\_\_\_. Said amount shall not be subject to refund.

(Continued)

MAIN EXTENSION CONTRACT  
SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,  
COMMERCIAL BUILDINGS, OR SHOPPING CENTERS  
Special Facilities and Distribution Plant  
Fire Flow Requirements Exceed General Order No. 103

SPECIAL FACILITIES

Applicant shall pay as a contribution in aid of construction pursuant to Section D.3. of Rule the cost of facilities other than hydrants and distribution mains required to provide supply, pressure, or storage primarily for fire protection service, or portions of such facilities allocated in proportion to the capacity designed for fire protection purposes, which is \$\_\_\_\_\_, said cost is not subject to refund. Applicant shall advance the estimated cost of special facilities required for the extension (other than fire protection) which is \$\_\_\_\_\_ and which is to be refunded pursuant to Section C.2.c. of Rule. The number of lots or living units to be served by these special facilities shall be considered to be \_\_\_\_\_. Applicant agrees to pay the cost of special facilities installed pursuant to Section C.1.c. of Rule, described in Exhibit C, and to transfer good title to said facilities to utility. The amount of such cost to be treated as an advance subject to refund shall not exceed \$\_\_\_\_\_.

ADVANCE SUBJECT TO REFUND - DISTRIBUTION PLANT

In addition to the amounts required under the Special Facilities portion of this agreement, applicant shall advance the amount of \$\_\_\_\_\_ to cover the cost of Distribution of Facilities described in said Exhibit B pursuant to Section C.1.a. of Rule, which amount includes \$\_\_\_\_\_ which has already been deposited pursuant to Section A.5.b. of Rule, before construction of the main extension is commenced, subject to revision of the amount advanced pursuant to Section A.6.e. of Rule. Applicant agrees to pay the cost of installed facilities described in Exhibit C, pursuant to Section C.1.c. of Rule. The portion of such cost to be treated as an Advance Subject to Refund shall not exceed \$\_\_\_\_\_.

REFUNDS - DISTRIBUTION PLANT

The Amount Advanced Subject to Refund shall be refunded pursuant to Section C.2. of Rule. Until Applicant shall notify Utility in writing to the contrary, all refunds hereunder shall be paid by Utility to \_\_\_\_\_.

UTILITY'S RIGHT TO OFFSET

Utility shall have the right to offset against any refunds payable hereunder the amount of any indebtedness then due or owing by Applicant to Utility.

CONDITIONS

The Utility will not be required to make extensions under this Contract where the easements, rights of way or streets are not kept free from other

(Continued)

MAIN EXTENSION CONTRACT  
SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,  
COMMERCIAL BUILDINGS, OR SHOPPING CENTERS  
Special Facilities and Distribution Plant  
Fire Flow Requirements Exceed General Order No. 103

CONDITIONS - Continued

interfering construction or street work during installation of said water system. Applicant agrees to use its best efforts to assist Utility to obtain any and all permits, franchises or other governmental authorizations which may be required for the installation of the facilities Applicant will provide any easements or rights of way required for the installation.

SUCCESSORS AND ASSIGNS

The obligations of the Applicant shall be joint and several. This agreement shall bind and inure to the benefit of the heirs, representatives, executors, administrators, successors and/or assigns of the respective Parties hereto.

JURISDICTION OF PUBLIC UTILITIES COMMISSION

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.

The effective date of this Contract shall be \_\_\_\_\_, 19\_\_\_\_.

SIGNATURES

UTILITY

APPLICANT

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Date \_\_\_\_\_

Date \_\_\_\_\_

MAIN EXTENSION CONTRACT  
SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,  
COMMERCIAL BUILDINGS, OR SHOPPING CENTERS  
Distribution Plant - Special Facilities (Together or Separately)  
Fire Flow Requirements Either Meet or Exceed General Order No. 103

UTILITY

NAME \_\_\_\_\_ District \_\_\_\_\_  
 ADDRESS \_\_\_\_\_

APPLICANT

NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 DESCRIPTION \_\_\_\_\_

PRELIMINARY STATEMENT

This Contract is entered into pursuant to the requirements of, and in accordance with the various applicable provisions of, Utility's Main Extension Rule in effect and on file with the California Public Utilities Commission, a copy of which is attached hereto and made a part hereof, hereinafter "Rule". This Contract does not, therefore, require specific authorization of said Commission, to carry out its terms and conditions.

PURPOSE OF CONTRACT

Applicant hereby applies for a water main extension. The Distribution Plant and/or Special Facilities described in attached Exhibit B shall be installed by Utility, and those described in Exhibit C by Applicant. Such Distribution Plant and/or Special Facilities will be used for the purpose of furnishing public utility water service to that certain property known as: \_\_\_\_\_

\_\_\_\_\_ and delineated on that map attached hereto as Exhibit A. Utility agrees that it will, as soon as necessary materials and labor are available, and necessary permits, franchises, licenses or other governmental authorizations have been obtained, commence and prosecute to completion with all reasonable diligence the work of installing the Distribution Plant and/or Special Facilities and when complete and accepted will provide utility service in accordance with Utility's tariffs.

FIRE PROTECTION

The distribution system is designed to meet the fire flow requirements established pursuant to Section VIII.1(a) in the California Public Utilities Commission General Order No. 103 as ordered by Decision 82-04-089 dated April 21, 1982.

CONTRIBUTIONS NOT SUBJECT TO REFUND - DISTRIBUTION PLANT AND/OR SPECIAL FACILITIES

Applicant agrees to contribute the amount of \$ \_\_\_\_\_ to cover the cost of facilities described in said Exhibit B, pursuant to Section C.1.d.

(Continued)

MAIN EXTENSION CONTRACT  
SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,  
COMMERCIAL BUILDINGS, OR SHOPPING CENTERS  
Distribution Plant - Special Facilities (Together or Separately)  
Fire Flow Requirements Either Meet or Exceed General Order No. 103

CONTRIBUTIONS NOT SUBJECT TO REFUND - DISTRIBUTION PLANT (Continued)

of Rule, which amount includes \$ \_\_\_\_\_ which has already been deposited pursuant to Section A.5.b. of Rule, before construction of the main extension is commenced, subject to revision of the amount contributed pursuant to Section A.6.e. of Rule. Applicant also agrees to contribute the cost of installed facilities described in Exhibit C, pursuant to Section C.1.c. of Rule.

REFUNDS

All costs are contributed and are not subject to refund.

CONDITIONS

The Utility will not be required to make extensions under this Contract where the easements, rights of way or streets are not kept free from other interfering construction or street work during installation of said water system. Applicant agrees to use its best efforts to assist Utility to obtain any and all permits, franchises or other governmental authorizations which may be required for the installation of the facilities. Applicant will provide any easements or rights of way required for the installation.

SUCCESSORS AND ASSIGNS

The obligations of the Applicant shall be joint and several. This agreement shall bind and inure to the benefit of the heirs, representatives, executors, administrators, successors and/or assigns of the respective Parties hereto.

JURISDICTION OF PUBLIC UTILITIES COMMISSION

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.

The effective date of this Contract shall be \_\_\_\_\_, 19\_\_\_\_.

SIGNATURES

UTILITY  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

APPLICANT  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_



MAIN EXTENSION CONTRACT - INDIVIDUALS

The following is a suggested form. Attach a copy of the printed form actually used to this sheet.

UTILITY

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

APPLICANT

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PRELIMINARY STATEMENT

This contract is entered into pursuant to the requirement of, and in accordance with the various applicable provisions of, Utility's Main Extension Rule in effect and on file with the California Public Utilities Commission, a copy of which Rule is attached hereto and made a part hereof. This Contract does not, therefore, require specific authorization of said Commission, to carry out its terms and conditions.

PURPOSE OF CONTRACT

Applicant hereby applies for a water main extension, and Utility hereby agrees to extend and install the Facilities described in Exhibit B attached hereto, for the purpose of furnishing public utility water service to that certain property known as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comprising \_\_\_\_\_ acres, more or less, and delineated on that map attached hereto as Exhibit A.

ADVANCE

Applicant shall contribute the amount of \$ \_\_\_\_\_ pursuant to Section B.1. of Utility's filed Main Extension Rule, which amount includes \$ \_\_\_\_\_ which has already been deposited pursuant to Section A.5.b. of said Rule, before construction of the main extension is commenced, subject to revision of the amount contributed pursuant to Section A.6.e. of said Rule. The length of the main extension is \_\_\_\_\_ feet.

Form No. 4

(Continued)

MAIN EXTENSION CONTRACT - INDIVIDUALS

REFUNDS

The amount contributed shall be subject to refund pursuant to Section B.2., Refunds, of Utility's filed Main Extension Rule.

JURISDICTION OF PUBLIC UTILITIES COMMISSION

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.

The effective date of this Contract shall be \_\_\_\_\_, 19\_\_\_\_.

SIGNATURES

UTILITY

APPLICANT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

MAIN EXTENSION CONTRACT - SPECIAL FACILITIES  
Subdivisions, Tracts, Housing Projects, Industrial Developments,  
Commercial Buildings, or Shopping Centers

The following is a suggested form. Attach a copy of the printed form actually used to this sheet.

UTILITY

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

APPLICANT

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PRELIMINARY STATEMENT

This Contract is entered into pursuant to the requirement of, and in accordance with the various applicable provisions of, Utility's Main Extension Rule in effect and on file with the California Public Utilities Commission, a copy of which Rule is attached hereto and made a part hereof. This Contract does not, therefore, require specific authorization of said Commission, to carry out its terms and conditions.

PURPOSE OF CONTRACT

Applicant hereby applies for a water main extension requiring special facilities primarily for the service requested. The Facilities described in attached Exhibit B shall be installed by Utility and those described in Exhibit C by Applicant. Such Facilities will be used for the purpose of furnishing public utility water service to that certain property known as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comprising \_\_\_\_\_ lots, or living units, and delineated on that map attached hereto as Exhibit A.

ADVANCE

Applicant shall advance the amount of \$ \_\_\_\_\_ to cover the cost of facilities described in said Exhibit B, pursuant to Section C.1.b. of Utility's filed Main Extension Rule, before installation or construction of the special facilities is commenced, subject to revision of the amount advanced pursuant to Section A.6.e. of said Rule. Applicant agrees to pay the cost of installed Facilities described in Exhibit C pursuant to Section C.1.c. of said Rule. The portion of such cost to be treated as an Advance Subject to Refund shall not exceed \$ \_\_\_\_\_.

(Continued)

MAIN EXTENSION CONTRACT - SPECIAL FACILITIES  
Subdivisions, Tracts, Housing Projects, Industrial Developments,  
Commercial Buildings, or Shopping Centers

REFUNDS

The amount advanced shall be subject to refund pursuant to Section C.2., Refunds, of Utility's filed Main Extension Rule. For refunding purposes, the number of lots or living units for which the special facilities are designed shall be considered to be \_\_\_\_\_.

JURISDICTION OF PUBLIC UTILITIES COMMISSION

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.

The effective date of this Contract shall be \_\_\_\_\_, 19\_\_\_\_.

SIGNATURES

UTILITY

APPLICANT

\_\_\_\_\_  
\_\_\_\_\_  
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Date \_\_\_\_\_

Date \_\_\_\_\_