



Contract Number

19-717

SAP Number

COUNTY SERVICE AREA 70CG

Department Contract Representative
Telephone Number

Phil Krause
(909) 386-8819

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Southern California Edison
Terence Smith, Service Planner
(909) 336-4228
November 5, 2019
\$8,825.60

IT IS HEREBY AGREED AS FOLLOWS:

SCE ELECTRIC LINE EXTENSION AGREEMENT NO. 1435773 FOR COUNTY SERVICE AREA 70 CG (CEDAR GLEN) CYPRESS BOOSTER STATION PROJECT

Southern California Edison (SCE) requires agreement to provide applicant, County Service Area 70 Zone CG - Cedar Glen ("District") with necessary and adequate power to serve the Cypress Booster Station Project ("Project"). The SCE agreement describes the responsibilities of the applicant, CSA 70 CG, for an electrical line extension, which includes construction, rights of way, and advances for construction. The SCE agreement prescribes SCE's responsibilities including construction, refunds, ownership of facilities, service facilities, discount and refundable options, payment adjustments, reimbursement to applicant, delays in construction, termination, indemnification, assignment of contract, joint and several liability, warranty, contract effective date, commission jurisdiction and completion date.

FOR COUNTY USE ONLY

Approved as to Legal Form

Dawn Martin, Deputy County Counsel

Date 12/17/19

Reviewed for Contract Compliance

Greg Bacon, Senior Project Manager

Date

Reviewed/Approved by Department

Luther Snoke, Interim Director

Date 10/22/19

CONTRACT FOR EXTENSION OF ELECTRIC DISTRIBUTION LINE
RULE 15

1. PARTIES

This Contract for Extension of Electric Distribution Line ("Contract") is issued this _____ day of _____, _____.

The Parties to this Contract are:

County Service Area 70, Zone CG (Cedar Glen)

("Applicant")

and Southern California Edison Company ("SCE"). Applicant and SCE are referred to individually as "Party" and collectively as "Parties".

2. RECITALS

Applicant has requested SCE, pursuant to SCE's Rule 15, Distribution Line Extensions, to install an electric Distribution Line Extension to the location or locations described as follows:

542 Cypress Road Cedar Glen CA 92352

(Hereinafter referred to as "Project")

3. AGREEMENT

3.1 Responsibilities of Applicant

Construction

Applicant shall, in accordance with SCE's specifications and timing requirements for the Project:

- o Perform route clearing, tree trimming, trenching, excavating, and backfilling and compacting;
- o Furnish imported backfill material and dispose of trench spoil as required;
- o Furnish, install and transfer ownership to SCE any substructures, conduit, and protective structures required;
- o Obtain any necessary construction permits for all work performed by Applicant under this Contract.

If Applicant elects to have SCE perform any part of this work, Applicant shall pay to SCE, as specified herein and before the start of construction, SCE's estimated-installed costs thereof.

Rights of Way

Applicant hereby grants to SCE the rights of way and easements for the Distribution Line Extension over the shortest, most practical, available, and acceptable route within Applicant's property for the purpose of making delivery of electric service hereunder. Such easement shall include the right of access and right to trim trees as necessary. Where formal rights of way, easements, land leases, or permits are required by SCE for installation of facilities on or over Applicant's property, or the property of others, Applicant understands and agrees that SCE shall not be obligated to install the Distribution Line Extension for the Project unless and until any necessary permanent rights of way, easements, land leases, and permits, satisfactory to SCE, are granted to or obtained for SCE without cost to or condemnation by SCE.

Advances

Applicant shall contribute or advance, before the start of construction, the refundable and non-refundable amounts as set forth in Appendix A to this Contract. This includes the costs for substructures and conduits which SCE had previously installed at its expense in anticipation of the current Distribution Line Extension. Any necessary riser conduit, conduit covering, and miscellaneous riser material required for the Distribution Line Extension shall be furnished or paid for by Applicant and shall be installed by SCE.

All contributions and advances by Applicant are taxable and shall include an Income Tax Component of Contribution (ITCC) at the rate provided in SCE's Preliminary Statement. ITCC will be either refundable or non-refundable depending on whether the corresponding contribution or advance is refundable or non-refundable.

Joint Applicants. The total contribution or advance from joint Applicants will be apportioned by SCE among the members of the group in such manner as Applicants mutually agree.

3.2 Responsibilities of SCE

Construction

SCE shall install, own, operate, and maintain the Distribution Line Extension to serve the Project. SCE will install only those facilities that, in SCE's judgment, will be used within a reasonable time to serve permanent loads.

Refunds

SCE shall make refunds to Applicant in accordance with the provisions of Rule 15.

3.3 Ownership of Facilities

Title to and ownership of the Distribution Line Extension shall vest in SCE. Applicant does hereby agree that upon completion and acceptance by SCE of any Applicant-installed facilities, title to each and every component part thereof shall immediately pass to SCE free and clear of all liens and encumbrances.

3.4 Service Facilities

Service extensions shall be installed pursuant to SCE's Rule 16, Service Extensions.

3.5 Street Lighting Facilities

Street lighting and Distribution Line Extensions within the Project solely for service to street lighting equipment shall be installed in accordance with the appropriate street light tariff schedule. Street light revenues are not applicable toward allowances or refunds for Distribution Line Extensions. Electroliers shall be located at points determined by the governmental agency having jurisdiction over streets to be dedicated to that agency or by Applicant for privately owned and maintained streets open to and used by the general public.

3.6 Non-Refundable Discount Option

In lieu of contributing the total refundable amount, Applicant has the option of contributing, on a non-refundable basis, a percentage of such refundable amount as set forth in Appendix A to this Contract. Applicant has or has not chosen this option as indicated by signature on Appendix A.

3.7 Refunds

The total refundable amount shall be subject to refund, without interest, in accordance with the provisions of Rule 15, which include the following:

Residential. Refunds will be made on the basis of any new customer permanent load connected to the Distribution Line Extension which produces additional revenues to SCE. The refund will be deducted from the total refundable amount, and the remaining amount subject to refund will represent that portion of the Distribution Line Extension cost not supported by revenues.

Non-Residential. Refunds will be made on the basis of Applicant or any new customer permanent load connected to the Distribution Line Extension which produces additional revenues to SCE. SCE shall be responsible to review Applicant's actual net revenue for the first three years from the date SCE is first ready to serve. Applicant shall be responsible for notifying SCE if new, permanent load is added the fourth through tenth year from the date SCE is first ready to serve. Such review shall determine if additional net revenue justifies refunds to Applicant.

Unsupported Distribution Line Extension Cost. When any portion of a refundable amount has not qualified for a refund at the end of twelve (12) months from the date SCE is first ready to serve, Applicant will pay to SCE a Monthly Ownership Charge of 0.40% on the remaining refundable balance. The difference between the total refundable advance and any refunds made or eligible to be made to Applicant shall serve as the basis of a monthly ownership charge ("base"). The Monthly Ownership Charge includes replacement for 60 years at no additional cost and is derived from the Customer-Financed With Replacement at Additional Cost Added Facilities rates determined in SCE's general rate case proceeding and/or periodic annual review. Monthly ownership charges are distinct from the refundable amount and will normally be accumulated and deducted from refunds due to Applicant. This provision does not apply to individual residential Applicants.

(R)

The monthly ownership charges herein shall automatically increase or decrease if the California Public Utilities Commission should subsequently authorize a higher or lower percentage rate for the monthly ownership charges, effective on the date of such authorization.

Refund Period. The total refundable amount is subject to refund for a period of ten (10) years after the Distribution Line Extension is first ready to serve. Any unrefunded amount remaining at the end of the ten-year period shall become property of SCE.

3.8 Payment Adjustments

Contract Compliance. If, after six (6) months following the date SCE is first ready to serve residential loads for which allowances were granted, one (1) year for non-residential loads, Applicant fails to take service, or fails to use the service contracted for, Applicant shall pay to SCE an additional contribution, based on the allowances for the revenue actually generated.

Excess Facilities. If the load information provided by Applicant results in SCE having installed facilities which are in excess of those needed to serve the actual loads, and SCE elects to reduce such excess facilities, Applicant shall pay to SCE its estimated total costs to remove, abandon, or replace the excess facilities, less the estimated salvage of any removed facilities.

3.9 Reimbursement to Applicant

Where mutually agreed upon by SCE and Applicant, Applicant may perform SCE's work or install facilities normally installed by SCE. Such work shall be in accordance with SCE's specifications and timing requirements. SCE shall reimburse Applicant SCE's estimated installed cost of such facilities and work by applying a credit toward Applicant's advance. Any amount not so credited shall be reimbursed to Applicant upon acceptance of the work and facilities by SCE.

3.10 Delays in Construction

Force Majeure. SCE shall not be responsible for any delay in the installation or completion of the facilities by SCE resulting from the late performance of Applicant's responsibilities under this Contract, shortage of labor or material, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgements of any court or commission, delay in obtaining necessary land rights, act of God, or any other cause or condition beyond the control of SCE.

Resources. SCE shall have the right, in the event it is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers. Any delay in construction hereunder resulting from such allocation shall be deemed to be cause beyond SCE's control.

Contract Revision. If Applicant does not commence installation of any facilities which are Applicant's responsibility or SCE is prevented from commencing the installation of the facilities for causes beyond its reasonable control within one year from the effective date of this Contract, SCE may, in its discretion, revise its cost estimate and recalculate the refundable and/or non-refundable amounts set forth herein. SCE will notify Applicant of such increased costs and give the option to either terminate this Contract or pay SCE the additional charges.

3.11 Contract Termination

If at any time during the term of this Contract, SCE is not the sole deliverer of electrical requirements for the Project, this Contract may be terminated. Upon termination of the Contract, Applicant agrees to forfeit that portion of the advance paid to SCE for its expenses covering any engineering, surveying, right of way acquisition and other associated work incurred by SCE. If such expenses are greater or less than the refundable and/or non-refundable advance, Applicant shall pay to SCE, or SCE shall refund the balance to Applicant, without interest, as the case may be.

3.12 Indemnification

Applicant shall, at its own cost, defend, indemnify, and hold harmless SCE, its officers, agents, employees, assigns, and successors in interest from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs including attorney's fees and expenses, or any of them, resulting from the death or injury to any person or damages to any property caused by Applicant or its contractor and employees, officers or agents of either Applicant or its contractor, or any of them, and arising out of the performance or nonperformance of their obligations under this Contract.

3.13 Assignment of Contract

Applicant may assign this Contract, in whole or in part, only if SCE consents in writing and the party to whom the Contract is assigned agrees in writing, to perform the obligations of Applicant hereunder. Assignment of the Contract shall not release Applicant from any of the obligations under this Contract unless otherwise provided therein.

3.14 Joint and Several Liability

Where two or more individuals or entities are joint Applicants under this Contract, all Applicants shall be jointly and severally liable to comply with all terms and conditions herein.

3.15 Warranty

Applicant warrants that all work and/or equipment furnished or installed by Applicant or its contractor shall be free of defects in workmanship and material. The warranty period shall begin from the date of final acceptance by SCE and extend for one (1) year. Should the work develop defects during that period, SCE, at its election, shall either (a) repair or replace the defective work and/or equipment, or (b) demand that Applicant repair or replace the defective work and/or equipment and, in either event, Applicant shall be liable for all costs associated with such repair and/or replacement. Applicant upon demand by SCE, shall promptly correct, to SCE's satisfaction and that of any governmental agency having jurisdiction, any breach of any warranty.

3.16 Contract Effective Date

This Contract shall not be effective unless it is (1) signed by SCE's authorized individual, (2) executed and delivered by Applicant to SCE together with payment required hereunder within ninety (90) days of the date in Paragraph 1 of this Contract and (3) accepted by SCE. This Contract shall then be effective on the date executed by SCE and shall take effect without further notice to Applicant.

3.17 Commission Jurisdiction

This Contract is subject to the applicable provisions of SCE's tariffs, including Rule 15, filed and authorized by the California 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.

3.18 Completion Date

The completion date requested by Applicant is _____.

4. SIGNATURE CLAUSE

The signatories hereto represent that they have been appropriately authorized to enter into this Contract on behalf of the party for whom they sign.

APPLICANT(S)

CORPORATION, PARTNERSHIP, OR DBA: County Service Area 70, Zone CG (Cedar Glen)

NAME OF AUTHORIZED INDIVIDUAL: Curt Hagman

SIGNATURE:  NOV 05 2019

TITLE: Chairman, Board of Supervisors

MAILING ADDRESS: 222 W. Hospitality Lane, 2nd Floor, San Bernardino, CA 92415-0450

TELEPHONE: (909) 386-8817

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By 

Deputy

ADDITIONAL SIGNATURES FOR JOINT APPLICANTS

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

MAILING ADDRESS: _____

TELEPHONE: _____

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

MAILING ADDRESS: _____

TELEPHONE: _____

APPORTIONMENT OF ADVANCE AMONG JOINT APPLICANTS:

SOUTHERN CALIFORNIA EDISON COMPANY

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

DATE EXECUTED: _____

PRODUCT NO. 1435773

8/6/2019 12:00:00AM

APPENDIX A - DISCOUNT OPTION
ELECTRIC LINE EXTENSION AGREEMENT

LOC.	W.O.	A.I. LINE EXTENSION	JOB # 1435773
1. SCE RULE 16 COST TO SERVE			
(A) SCE RULE 16 COST TO SERVE			\$4,622.58
(B) LESS APPLICANT ALLOWANCES			\$196,219.88
(C) EXCESS RULE 16 COST TO SERVE (LINE 5. (A))			\$0.00
(D) EXCESS ALLOWANCES TO (LINE 2.)			\$191,597.30
SCE COST TO SERVE RULE 15			
(E) OVERHEAD	0 FEET X	\$0.00 UNIT COST	\$0.00
(F) UNDERGROUND	0 FEET X	\$0.00 UNIT COST	\$0.00
(G) PROJECT SPECIFIC (IF 2X UNIT COST OR COMPETITIVE BID)			\$143,725.52
(H) TOTAL SCE RULE 15 COST TO SERVE			\$143,725.52
2. APPLICANT ALLOWANCES (FROM LINE 1. (D))			\$191,597.30
3. REFUNDABLE:			
(A) SCE RULE 15 COST TO SERVE (LINE 1. (H))			\$143,725.52
(B) PLUS ESTIMATED VALUE OF STRUCTURES			\$0.00
(C) SUBTOTAL (LINE 3. (A) + 3. (B))			\$143,725.52
(D) LESS ALLOWANCE (LINE 2)			\$191,597.30
(E) REFUNDABLE AMOUNT (LINE 3. (C) - 3. (D))			\$0.00
(F) PLUS REFUNDABLE ITCC* ON LINE 3. (E)			\$0.00
(G) TOTAL AMOUNT (LINE 3. (E) + 3. (F))			\$0.00
4. PAYMENT OPTION SELECTED: DISCOUNT HAS CHOSEN: SIGN			
(A) NON-REFUNDABLE DISCOUNT OPTION: 50 %			
1)		50 % OF LINE 3G:	\$0.00
2)		VALUE OF STRUCTURES:	\$0.00
3)		NON -REFUNDABLE PAYMENT:	\$0.00
4)		AMOUNT DUE APPLICANT:	\$0.00
5. OTHER NON-REFUNDABLE ADVANCE & CREDITS			
(A) OTHER NON-REFUNDABLE CHARGES			\$10,040.00
(RULE 16, FLAT RATE, INSPECTION, R/W, ETC.)			
(B) ITCC* ON OTHER NON-REFUNDABLE			\$1,689.60
(C) ITCC* ON APPLICANT FURNISHED FACILITIES.			\$96.00
(D) INSTALLED COST OF SUBSTRUCTURES BY SCE			\$0.00
(E) LESS APPLICANT DESIGN OR REIMBURSABLE CREDITS			\$0.00
(F) TOTAL NON-REFUNDABLE (LINE 5. (A) THRU 5. (D) - 5. (E))			\$8,825.60
(G) TOTAL CREDITS (LINE 5. (E) - 5. (A) THRU 5. (D))			\$0.00
6. AMOUNT TO BE PAID BY APPLICANT TO SCE			\$11,825.60
7. AMOUNT TO BE REFUNDED TO APPLICANT UPON FULFILLMENT OF ALL CONTRACTUAL OBLIGATIONS			\$0.00

HAS NOT CHOSEN: SIGN _____

* INCOME TAX COMPONENT OF CONTRIBUTION

08/06/2019

APPENDIX A - REFUNDABLE OPTION
ELECTRIC LINE EXTENSION AGREEMENT

LOC.	W.O.	A.I. LINE EXTENSION	JOB # 1435773
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1. SCE RULE 16 COST TO SERVE			
(A) SCE RULE 16 COST TO SERVE			\$4,622.58
(B) LESS APPLICANT ALLOWANCES			\$196,219.88
(C) EXCESS RULE 16 COST TO (LINE 5. (A))			\$0.00
(D) EXCESS ALLOWANCES TO (LINE 2.)			\$191,597.30
<hr/>			
SCE COST TO SERVE RULE 15			
(E) OVERHEAD 0 FEET X \$0.00 UNIT COST			\$0.00
(F) UNDERGROUND 0 FEET X \$0.00 UNIT COST			\$0.00
(G) PROJECT SPECIFIC (IF 2X UNIT COST OR COMPETITIVE BID)			\$143,725.52
(H) TOTAL SCE RULE 15 COST TO SERVE			\$143,725.52
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2. APPLICANT ALLOWANCES (FROM LINE 1. (D))			\$191,597.30
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3. REFUNDABLE :			
(A) SCE RULE 15 COST TO SERVE (LINE 1. (H))			\$143,725.52
(B) PLUS ESTIMATED VALUE OF STRUCTURES			\$0.00
(C) SUBTOTAL (LINE 3. (A) + 3. (B))			\$143,725.52
(D) LESS ALLOWANCE (LINE 2)			\$191,597.30
(E) REFUNDABLE AMOUNT (LINE 3. (C) - 3. (D))			\$0.00
(F) PLUS REFUNDABLE ITCC* ON LINE 3. (E)			\$0.00
(G) TOTAL AMOUNT (LINE 3. (E) + 3. (F))			\$0.00
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4. PAYMENT OPTION SELECTED :	REFUNDABLE HAS CHOSEN :	SIGN	
(A) REFUNDABLE OPTION :	LINE 3. (G)		\$0.00
1)	VALUE OF STRUCTURES :		\$0.00
2)	REFUNDABLE PAYMENT :		\$0.00
3)	AMOUNT SUBJECT TO REFUND/CREDIT		\$0.00
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5. OTHER NON-REFUNDABLE ADVANCES & CREDITS			
(A) OTHER NON-REFUNDABLE CHARGES			
(RULE 16 , FLAT RATE , INSPECTION , R/W , ETC .)			\$10,040.00
(B) ITCC* ON OTHER NON-REFUNDABLE			\$1,689.60
(C) ITCC* ON APPLICANT FURNISHED FACILITIES			\$96.00
(D) INSTALLED COST OF SUBSTRUCTURE BY SCE			\$0.00
(E) LESS APPLICANT DESIGN OR REIMBURSABLE CREDITS			\$0.00
(F) TOTAL NON-REFUNDABLE (LINE 5. (A) THRU 5. (D) - 5. (E))			\$8,825.60
(G) TOTAL CREDITS (LINE 5. (E) - 5. (A) THRU 5. (D))			\$0.00
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6. AMOUNT TO BE PAID BY APPLICANT TO SCE			\$11,825.60
7. AMOUNT TO BE REFUNDED TO APPLICANT UPON FULFILLMENT OF ALL CONTRACTUAL OBLIGATIONS			\$0.00
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HAS NOT CHOSEN : SIGN

* INCOME TAX COMPONENT OF CONTRIBUTION