

PUBLIC UTILITIES COMMISSION

SAN FRANCISCO, CA 94102-3298



June 28, 2004

JUL 07 2004

Advice Letter 1705-E-C

REVENUE & TARIFFS DEPT.

Akbar Jazayeri
Director of Revenue and Tariffs
Southern California Edison Company
P O Box 800
Rosemead, CA 91770

Reference: Revisions to the applicant installation provisions of Rule 15, Distribution Line Extensions

Dear Mr. Jazayeri:

Advice Letter 1705-E-C is effective July 1, 2004. A copy of the advice letter is included herewith for your records.

Sincerely,

A handwritten signature in cursive script that reads "Paul Clanon".

Paul Clanon, Director
Energy Division

jjr

June 1, 2004

ADVICE 1705-E-C
(U 338-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ENERGY DIVISION

SUBJECT: Supplement to Advice Letter 1705-E-B, Revisions to the
Applicant Installation Provisions of Rule 15, Distribution
Line Extensions

In compliance with Resolution G-3364, Southern California Edison Company (SCE) hereby submits for filing the following changes to its tariff schedules. The revised tariff sheets are listed on Attachment A and are attached hereto. Advice 1705-E-C replaces Advice 1705-E-B in its entirety.

PURPOSE

This supplemental advice filing revises: (1) Rule 15, Distribution Line Extensions; (2) Form 14-188, Terms and Conditions Agreement for Installation of Distribution Line Extension by Applicant; (3) Form 16-331, Contract for Extension of Electric Distribution Line Rule 15 Installation by Applicant; and (4) Preliminary Statement, Part N, to eliminate Section 61, Applicant Installed Trench Inspection Memorandum Account (AITMA). This filing also establishes: (1) Distribution Line and/or Service Extension, Applicant's Installation Option and Statement of Applicant's Contract Anticipated Costs, Form 14-754, and (2) Rule 15 Refundable/Discount Option Estimate, Extension of Electric Distribution Line – Installation by Applicant, Appendix A, Form 14-761; these changes are made pursuant to Decision (D.) 03-08-078, D.03-09-054 and Resolution G-3364.

BACKGROUND

In D.03-03-032, the California Public Utilities Commission (Commission) directed SCE, Pacific Gas & Electric Company (PG&E), Southern California Gas Company (SoCalGas) and San Diego Gas and Electric Company (SDG&E) to

revise their Rule 15 Distribution Line Extension tariff in regard to Applicant Installed projects to: 1) allow the cost of inspections to be covered by the otherwise available line extension allowances, where available; 2) require utilities to book to rate base the lower of the utilities' installation cost (bid amount) or the Applicant's contract anticipated costs, and 3) credit to the utilities' plant-in-service accounts, those inspection payments paid by applicants for Applicant Installed Projects, currently held in the AITMA, thus reducing rate base by this amount.

The Commission issued D.03-08-078 on August 21, 2003, in response to a Pacific Utility Installation, Utility Design, Inc., and Utility Service & Electric, Inc. (collectively, the "Utility Service Group" or USG) request for a rehearing of D.03-03-032. D.03-08-078 denied USG's request for rehearing, and further modified D.03-03-032 by adopting TURN/UCAN's proposal which requires an Applicant for an Applicant Installation Distribution Line and/or Service Extension to submit a statement of its costs prior to a utility issuing any refunds.

In response to TURN/UCAN's proposal and D.03-03-032, PG&E filed a Petition for Clarification regarding the utility inspection fees and the submittal of the Applicant's costs. The Commission responded on September 18, 2003, by issuing D.03-09-054. D.03-09-054 further clarified D.03-03-032 by concluding that for Applicant Installed Distribution Line and/or Service Extension projects the following should occur with regard to the Applicant's costs and the utility inspection fees: 1) the utility should book the "lower of" the utility's estimated costs or the Applicant's contract anticipated costs, 2) the costs submitted by the Applicant should apply to only the refundable portion of the Applicant's contract anticipated costs, 3) the Applicant's contract anticipated refundable costs shall be submitted to the utility prior to the utility preparing the line extension contract, on a form provided by such utility, and 4) for the purpose of calculating refunds, inspection costs should be fixed at the outset and not be subject to reconciliation on completion of the project.

SCE submitted Advice 1705-E and 1705-E-A, which supplemented Advice 1705-E in its entirety in compliance with the above Decisions. On April 1, 2004, the Commission issued Resolution G-3364 approving Advice 1705-E-A with modifications. Therefore, on April 21, 2004 SCE submitted Advice 1705-E-B per Resolution G-3364 replacing Advice 1705-E-A in its entirety. The modifications included in 1705-E-B, specifically, Ordering Paragraph 1.a, 1.b, and 1.c of the Resolution, state that SCE should add additional information to the Statement of Applicant's Contract Anticipated Costs (Form 17-754 filed in Advice 1705-E-A) allowing SCE to post its estimated refundable cost for line and/or service extension prior to the Applicant choosing its installer. In addition, the Commission ordered all utilities with more than 10 Applicant

installations per year, to provide a filed form to the Applicant with a detailed accounting of the refundable and non-refundable line and service extension costs using terminology and references consistent with Rules 15 and 16, and line item formulae. SCE currently provides the Applicant with an accounting sheet, but this information is not filed with the Commission. Per the Resolution SCE was to file this information by June 1, 2004.

Advice 1705-E-C, is supplementing Advice 1705-E-B in order for SCE to file its currently used accounting sheet along with a new definition sheet titled; Rule 15 Discount Refundable/Option Estimate, Extension of Electric Distribution Line – Installation by Applicant – Appendix A, collectively as a new Form 14-761. The new definition sheet, as required by Resolution G-3364, states the terminology and references used in Rules 15 and 16. In addition, SCE has modified its existing accounting sheet to meet with the appropriate refundable and non-refundable accounting ordered in Resolution G-3364.

In addition, SCE has corrected the Table of Contents and revised its new Form 14-754, initially filed with Advice 1705-E-B, to add information that will eliminate time delays for the customer due to the additional process steps and requirements, and to accurately reflect the intent of Resolution G-3364, as identified by the Energy Division. This change will allow SCE to provide the applicant with its estimated refundable costs up-front and prior to the Applicant's selection of either an SCE installation or a Qualified Contractor/Sub-Contractor (Applicant Installation), and includes a field for SCE's estimated refundable costs and the Applicant's Contract Anticipated Costs in compliance with the Resolution.

As ordered in D.03-03-032, the AITMA which was authorized by D.99-09-034 to track Applicant Installation inspection fees is terminated, and inspection payments made by Applicants, for Applicant Installed Projects, are credited to SCE's plant-in-service accounts to reduce ratebase.

No cost information is required for this advice filing.

EFFECTIVE DATE

SCE requests this advice filing become effective on July 1, 2004, subject to the Energy Division determining that it is in compliance with Resolution G-3364.

NOTICE

Anyone wishing to protest this advice filing may do so by letter via U.S. Mail, facsimile, or electronically, any of which must be received by the Energy Division and SCE no later than 20 days after the date of this advice filing. Protests should be mailed to:

IMC Program Manager
Energy Division
c/o Jerry Royer
California Public Utilities Commission
505 Van Ness Avenue, Room 4002
San Francisco, California 94102
Facsimile: (415) 703-2200
E-mail: jjr@cpuc.ca.gov

Copies should also be mailed to the attention of the Director, Energy Division, Room 4004 (same address above).

In addition, protests and all other correspondence regarding this advice letter should also be sent by letter and transmitted via facsimile or electronically to the attention of:

Akbar Jazayeri
Director of Revenue and Tariffs
Southern California Edison Company
2244 Walnut Grove Avenue, Quad 3D
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Bruce Foster
Vice President of Regulatory Operations
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2040
San Francisco, California 94102
Facsimile: (415) 673-1116
E-mail: Karyn.Gansecki@sce.com

There are no restrictions on who may file a protest, but the protest shall set forth specifically the grounds upon which it is based and shall be submitted expeditiously.

In accordance with Section III, Paragraph G, of General Order No. 96-A, SCE is mailing copies of this advice filing to the interested parties shown on the

attached service list and R.92-03-050. Address change requests to the attached GO 96-A Service List should be directed to AdviceTariffManager@sce.com or (626) 302-3636. For changes to the R.92-03-050 Service List, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

Further, in accordance with Public Utilities Code Section 491, notice to the public is hereby given by filing and keeping the advice filing open for public inspection at SCE's corporate headquarters. To view other SCE advice letters filed with the Commission, log on to SCE's web site at <http://www.sce.com/adviceletters>.

For questions, please contact Lisa Ornelas at (626) 302-3981 or by electronic mail at Lisa.Ornelas@sce.com.

Southern California Edison Company

Akbar Jazayeri

AJ:lo/pf

Enclosures

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 33596-E Revised 33597-E	Preliminary Statement Part N Preliminary Statement Part N	Revised 28740-E** Original 26314-E
Revised 33598-E Revised 33599-E	Rules 15 Rules 15	Revised 27029-E Revised 27029-E Revised 24694-E
Revised 33600-E Revised 33601-E Revised 33602-E Revised 33603-E Revised 33604-E Revised 33605-E	Rules 15 Rules 15 Rules 15 Rules 15 Rules 15 Rules 15	Revised 27030-E Revised 27030-E Revised 33961-E Revised 31053-E Revised 24698-E Revised 24699-E
Revised 33606-E*	Form 14-188	Revised 24721-E
Original 35669-E*	Form 14-754	
Original 36466-E*	Form 14-761	
Revised 33607-E**	Form 16-331	Revised 24720-E
Revised 33608-E Revised 33609-E Revised 33610-E Revised 33611-E	Table of Contents Table of Contents Table of Contents Table of Contents	Revised 36358-E Revised 36257-E Revised 36258-E Revised 36258-E Revised 35276-E

PRELIMINARY STATEMENT

Sheet 3

(Continued)

N. MEMORANDUM ACCOUNTS (Continued)
2. Definitions. (Continued)
d. Specified Project (Continued)

Section No.	Specified Project	Interest Bearing Memorandum Account*
(34)	SONGS 2&3 Permanent Closure Memorandum Account	Yes
(35)	SONGS 2&3 Property Tax Memorandum Account	Yes
(36)	Palo Verde Permanent Closure Memorandum Account	Yes
(37)	California Public Utilities (PU) CODE "SECTION 376" - CTC Displacement Tracking Memorandum Account	Yes
(38)	California Public Utilities (PU) CODE "SECTION 381 (d)" - Renewable Program Tracking Memorandum count	No
(39)	Not Used	
(40)	Independent System Operator Revenue Memorandum Account	Yes**
(41)	Power Exchange Revenue Memorandum Account	Yes**
(42)	Unavoidable Fuel Contract Costs Memorandum	Yes
(43)	Hydro Generation Memorandum Account	Yes**
(44)	Increased Return on Equity on Divestiture Memorandum Account	Yes
(45)	Not Used	
(46)	Not Used	
(47)	Non-nuclear Generation Capital Additions (NGCA) Memorandum Account	Yes
(48)	Transmission Revenue Requirement Reclassification Memorandum Account (TRRRMA)	Yes
(49)	Santa Catalina Island Diesel Fuel (SCIDF) Memorandum Account	Yes
(50)	Streamlining Residual Memorandum Account (SRA)	Yes
(51)	Not Used	
(52)	Direct Access Discretionary Services Costs (DADSC) Memorandum Account (DADSC Memorandum Account)	Yes
(53)	Affiliate Transfer Fee Memorandum Account	Yes
(54)	Fuel Oil Inventory Memorandum Account (FOIMA)	Yes
(55)	Energy Efficiency DSM (EEDSM) Memorandum Account	Yes
(56)	Block-Forward Market Memorandum Account (BFMMA)	Yes
(57)	Power Exchange Credit Audit Memorandum Account (PXCA Memorandum Account)	Yes
(58)	Interim Power Exchange Market Clearing Price (IPXMCP) Memorandum Account	Yes
(59)	Hourly Pricing Implementation Cost (HPIC) Memorandum Account	Yes
(60)	Voluntary Power Reduction Credit Memorandum Account (VPRCMA)	Yes
(61)	Not Used	
(62)	Air Conditioner Cycling Memorandum Account (ACCMA)	Yes
(63)	Short-Term Generation Capacity Memorandum Account (STGCMA)	Yes**
(64)	Near-Term Bilateral Contracts (NTBC) Memorandum Account	Yes
(65)	Nuclear Claims Memorandum Account (NCMA)	Yes
(66)	Interruptible Programs Excess Energy Charges (IPEECMA) Memorandum Account	Yes
(67)	Interruptible Load Program (ILP) Memorandum Account	Yes

(C)

* Interest shall accrue monthly to interest-bearing Memorandum Accounts by applying the Interest Rate to the average of the beginning and ending balance.

** Interest shall accrue monthly to credit balances only. See specific memorandum accounts for more information.

(Continued)

(To be inserted by utility)

Advice 1705-E-C
Decision 03-08-078
3H7 03-09-054

Issued by

John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 1, 2004
Effective Jul 1, 2004
Resolution G-3364



Southern California Edison
 Rosemead, California

Revised Cal. PUC Sheet No. 33597-E
 Cancelling Original Cal. PUC Sheet No. 26314-E

PRELIMINARY STATEMENT

Sheet 94

(Continued)

N. MEMORANDUM ACCOUNTS

61. Not Used.

(C)

(Continued)

(To be inserted by utility)

Advice 1705-E-C
 Decision 03-08-078
 94H17 03-09-054

Issued by
John R. Fielder
 Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 1, 2004
 Effective Jul 1, 2004
 Resolution G-3364

Rule 15
DISTRIBUTION LINE EXTENSIONS

Sheet 10

(Continued)

G. APPLICANT INSTALLATION OPTIONS

1. COMPETITIVE BIDDING. Under Competitive Bidding, the Distribution Line Extension, that SCE would normally install, as stated in Section B.1.b, may be installed by the Applicant's qualified contractor or sub-contractor in accordance with SCE's design and specifications. Under this option, the following applies: (T)
 - a. Upon completion of Applicant's installation, and acceptance by SCE, ownership of all such facilities will transfer to SCE. (D) (T)
 - b. Applicant shall provide to SCE, prior to SCE preparing the line extension contract, the Applicant's Contract Anticipated Costs, which are subject to refund, to perform the work normally provided by SCE. The Applicant shall submit, on a form provided by SCE (Form 14-754), a statement of such costs. If the Applicant elects not to provide such costs to SCE, the Applicant shall acknowledge its election on the form and SCE will use its estimated costs. (N) (N)
 - c. Applicant shall pay to SCE, subject to the refund and allowance provisions of Rules 15 and 16, SCE's estimated costs of work performed by SCE for the Distribution Line Extension, including the estimated costs of design, administration, and the installation of any additional facilities. (T) (T)
 - d. The lower of SCE's estimated refundable costs or the Applicant's Contract Anticipated Costs, as reported in G.1.b, for the work normally performed by SCE, shall be subject to the refund and allowance provisions of Rules 15 and 16. (C) (C)
 - e. Applicant shall pay to SCE the estimated cost of SCE's inspection which shall be a fixed amount, not subject to reconciliation. Such inspection costs may be subject to otherwise available allowances up to the difference between the Applicant's Contract Anticipated Costs, as reported in G.1.b, and SCE's estimated costs for performing the same work, but not to exceed SCE's estimated costs. (C) (C)

(Continued)

(To be inserted by utility)
Advice 1705-E-C
Decision 03-08-078
10H7 03-09-054

Issued by
John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)
Date Filed Jun 1, 2004
Effective Jul 1, 2004
Resolution G-3364



Rule 15
DISTRIBUTION LINE EXTENSIONS

Sheet 11

(Continued)

G. APPLICANT INSTALLATION OPTIONS. (Continued)

1. COMPETITIVE BIDDING. (Continued)

f. Only duly authorized employees of SCE are allowed to connect to, disconnect from, or perform any work upon SCE's facilities.

2. MINIMUM CONTRACTOR QUALIFICATIONS. Applicant's contractor or subcontractor (QC/S) shall:

a. Be licensed in California for the appropriate type of work (electrical and general, etc.).

b. Employ workmen properly qualified for specific skills required (Qualified Electrical Worker, Qualified Person, etc.) as defined in State of California High Voltage Safety Orders (Title 8, Chapter 4, Subchapter 5, Group 2).

c. Comply with applicable laws (Equal Opportunity Regulations, OSHA, EPA, etc.)

3. OTHER CONTRACTOR QUALIFICATIONS. An Applicant for service who intends to employ a QC/S also should consider whether the QC/S:

a. Is technically competent.

b. Has access to proper equipment.

c. Demonstrates financial responsibility commensurate with the scope of the contract.

d. Has adequate insurance coverage (worker's compensation, liability, property damage, etc).

e. Is able to furnish a surety bond for performance of the contract, if required.

(Continued)

(To be inserted by utility)

Advice 1705-E-C
Decision 03-08-078
11H7 03-09-054

Issued by
John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 1, 2004
Effective Jul 1, 2004
Resolution G-3364

Rule 15
DISTRIBUTION LINE EXTENSIONS

Sheet 12 (T)

(Continued)

H. OVERHEAD DISTRIBUTION LINE EXTENSIONS FOR SUBDIVISIONS OR DEVELOPMENTS (L)

1. Overhead Distribution Line Extensions may be constructed in Residential Subdivisions or Developments only where either a. or b. below are found to exist:

a. The lots within the Residential Subdivision or Development existed as legally described parcels prior to May 5, 1970, and significant overhead lines exist within the subdivision or development.

b. The minimum parcel size within the new Residential Subdivision or real estate development, identifiable by a map filed with the local government authority, is three (3) acres and Applicant for the Distribution Line Extension shows that all of the following conditions exist:

(1) Local ordinances do not require underground construction;

(2) Local ordinances or land use policies do not permit further division of the parcels involved such that parcel sizes less than three (3) acres could be formed;

(3) Local ordinances or deed restrictions do not allow more than one single-family dwelling or accommodation on a parcel of less than three (3) acres, or any portion of a parcel of less than three (3) acres;

(4) Exceptional circumstances do not exist which, in SCE's opinion, warrant the installation of underground distribution facilities. Whenever SCE invokes this provision, the circumstances shall be described promptly in a letter to the Commission, with a copy to Applicant for the Distribution Line Extension; and

(5) SCE does not elect to install the Distribution Line Extension underground for its operating convenience. Whenever SCE elects to install the Distribution Line Extension underground for its operating convenience, the extra cost compared with overhead shall be borne by SCE.

(Continued)

(To be inserted by utility)

Advice 1705-E-C
Decision 03-08-078
12H8 03-09-054

Issued by

John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 1, 2004
Effective Jul 1, 2004
Resolution G-3364



Rule 15
DISTRIBUTION LINE EXTENSIONS

(Continued)

I. SPECIAL CONDITIONS

1. FACILITY RELOCATION OR REARRANGEMENT. Any relocation or rearrangement of SCE's existing facilities, at the request of, or to meet the convenience of an Applicant or customer, and agreed upon by SCE, normally shall be performed by SCE. Where new facilities can be constructed in a separate location, before abandonment or removal of any existing facilities, and Applicant requests to perform the new construction work, it can be performed under the applicable provisions of Section G, Applicant Installation Options.

In all instances, SCE shall abandon or remove its existing facilities at the option of SCE. Applicant or customer shall be responsible for the costs of all related relocation, rearrangement and removal work.

2. PERIODIC REVIEW. SCE will periodically review the factors it uses to determine its residential allowances, non-refundable discount option percentage rate, and Cost of Service Factor stated in this rule. If such review results in a change of more than five percent (5%), SCE will submit a tariff revision proposal to the Commission for review and approval. Such proposed changes shall be submitted no sooner than six (6) months after the last revision.

Additionally, SCE shall review and submit proposed tariff revisions to implement relevant Commission decisions from other proceedings that affect this rule.

3. EXCEPTIONAL CASES. When the application of this rule appears impractical or unjust to either party or the ratepayers, SCE or Applicant may refer the matter to the Commission for a special ruling or for special condition(s), which may be mutually agreed upon.

(Continued)

(To be inserted by utility)

Advice	<u>1705-E-C</u>
Decision	<u>03-08-078</u>
	<u>03-09-054</u>

13H8

Issued by

John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed	<u>Jun 1, 2004</u>
Effective	<u>Jul 1, 2004</u>
Resolution	<u>G-3364</u>

Rule 15
DISTRIBUTION LINE EXTENSIONS

Sheet 14 (T)

(Continued)

J. DEFINITIONS FOR RULE 15

Advance: Cash payment made to SCE prior to the initiation of any work done by SCE which is not covered by allowances.

Applicant: A person or agency requesting SCE to deliver/supply electric service.

Applicant's Contract Anticipated Cost: The cost estimate provided by the Applicant's contractor to the Applicant for performing the applicable refundable work, as stated on the Applicant's cost statement (Form 14-754), or in the case where the work is performed by the Applicant, the Applicant's own cost estimate on the signed form. (N)

Betterment: Facilities installed by Applicant at the request of SCE in addition to those required under Section B.1.a.

Cabling: Conductors (including existing cable-in-conduit, connectors, switches, as required by SCE for primary, secondary, and service installations.

Commercial Development: Two (2) or more enterprises engaged in trade or the furnishing of services, (e.g., shopping centers, sales enterprises, business offices, professional offices, and educational or governmental complexes) and located on a single parcel or on two (2) or more contiguous parcels of land.

Conduit: Ducts, pipes or tubes of certain metals, plastics and other materials acceptable to SCE (including pull wires and concrete encasement where required) for the installation and protection of electric wires or cables.

Contribution: In-kind services and the value of all property conveyed to SCE at any time during SCE's work on an extension which is part of SCE's total estimated installed cost of its facilities, or cash payments not covered by Applicant's allowances.

Cost of Service Factor: The factor as stated in Rule 2 that includes taxes, return, depreciation which is applied to the Net Revenue to determine SCE's investment in distribution facilities.

Distribution Line Extension: New distribution facilities of SCE that is a continuation of, or branch from, the nearest available existing permanent Distribution Line (including any facility rearrangements and relocations necessary to accommodate the Distribution Line Extension) to the point of connection of the last service. SCE's Distribution Line Extension includes transmission underbuilds and converting an existing single-phase line to three-phase in order to furnish three-phase service to an Applicant, but excludes service transformers, meters and services.

Distribution Lines: Overhead and underground facilities which are operated at distribution voltages, and which are designed to supply two (2) or more services.

Distribution Trench Footage: The total trench footage used for calculating cabling costs. It is determined by adding the total length of all new and existing trench for the installation of underground primary and secondary Distribution Lines designed to supply two (2) or more services (excluding service trench footage under Rule 16).

(Continued)

(To be inserted by utility)

Advice 1705-E-C
Decision 03-08-078
14H7 03-09-054

Issued by

John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 1, 2004
Effective Jul 1, 2004
Resolution G-3364



Rule 15
DISTRIBUTION LINE EXTENSIONS

(Continued)

J. DEFINITIONS FOR RULE 15 (Continued)

Excavation: All necessary trenching, backfilling, and other digging to install Distribution Line Extension facilities, including furnishing of any imported backfill material and disposal of spoil as required, surface repair and replacement, landscape repair and replacement.

Feeder Conduit: Conduit for such uses as part of a backbone system to provide for future anticipated load growth outside the subdivision involved, to provide for future anticipated load growth in the existing subdivision and the existing subdivisions in close proximity, to balance loads between substations, to interconnect the service to the subdivision with service to subsequent developments outside the subdivision, and to provide the flexibility and versatility of modifying or supplying emergency backup power to the area involved.

Franchise Area: Public streets, roads, highways, and other public ways and places where SCE has a legal right to occupy under franchise agreements with governmental bodies having jurisdiction.

Industrial Development: Two (2) or more enterprises engaged in a process which creates a product or changes material into another form or product and located on a single parcel or on two (2) or more contiguous parcels of land.

Insignificant Loads: Small operating loads such as gate openers, valve controls, clocks, timing devices, fire protection equipment, alarm devices, etc.

Intermittent Loads: Loads which, in the opinion of SCE, are subject to discontinuance for a time or at intervals.

Net Revenue: That portion of the total rate revenues that support SCE's Distribution Line and Service Extension costs and excludes such items as Energy, transmission, public purpose programs, revenue cycle services revenues, and other revenues that do not support the Distribution Line and Service Extension costs.

(Continued)

(To be inserted by utility)

Advice 1705-E-C
Decision 03-08-078
15H7 03-09-054

Issued by
John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 1, 2004
Effective Jul 1, 2004
Resolution G-3364

Rule 15
DISTRIBUTION LINE EXTENSIONS

Sheet 16 (T)

(Continued)

J. DEFINITIONS FOR RULE 15 (Continued)

Ownership Charge: Monthly charge as a percentage rate applied against the outstanding unrefunded refundable balance after twelve (12) months from the date the SCE is first ready to serve. Serves to recover the cost of operating and maintaining customer-financed facilities that are not fully utilized.

Permanent Service: Service which, in the opinion of SCE, is of a permanent and established character. This may be continuous, intermittent, or seasonal in nature.

Pole Line: Poles, cross-arms, insulators, conductors, switches, guy-wires, and other related equipment used in the construction of an electric overhead line.

Protective Structures: Fences, retaining walls (in lieu of grading), sound barriers, posts, or barricades and other structures as required by SCE to protect distribution equipment.

Residential Development: Five (5) or more dwelling units in two (2) or more buildings located on a single parcel of land.

Residential Subdivision: An area of five (5) or more lots for residential dwelling units which may be identified by filed subdivision plans or an area in which a group of dwellings may be constructed about the same time, either by a builder or several builders working on a coordinated basis.

Seasonal Service: Electric service to establishments which are occupied seasonally or intermittently, such as seasonal resorts, cottages, or other part-time establishments.

Scenic Areas: An area such as a scenic highway, a state or national park or other area determined by a governmental agency to be of unusual scenic interest to the general public. Scenic highways are officially designated under the California Scenic Highway Program established pursuant to Paragraph 320 of the Public Utilities Code and applicable sections of the Streets and Highway Code. State or national parks or other areas of unusual scenic interest to the general public are determined by the appropriate governmental agency. "In proximity to" shall mean within 1,000 feet from each edge of the right-of-way of designated scenic highways and from the boundaries of designated parks and scenic areas. "Visible from" shall mean that overhead distribution facilities could be seen by motorists or pedestrians traveling along scenic highways or visiting parks or scenic areas.

(Continued)

(To be inserted by utility)

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Decision 03-08-078
16H7 03-09-054

Issued by

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Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 1, 2004
Effective Jul 1, 2004
Resolution G-3364



Rule 15
DISTRIBUTION LINE EXTENSIONS

Sheet 17 (T)

(Continued)

J. DEFINITIONS FOR RULE 15. (Continued)

Substructures: The surface and subsurface structures which are necessary to contain or support SCE's electric facilities. This includes, but is not limited to, such things as splice boxes, pull boxes, equipment vaults and enclosures, foundations or pads for surface-mounted equipment.

Trenching: See Excavation.

(To be inserted by utility)

Advice 1705-E-C
Decision 03-08-078
17H8 03-09-054

Issued by
John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 1, 2004
Effective Jul 1, 2004
Resolution G-3364



Southern California Edison
Rosemead, California

Revised Cal. PUC Sheet No. 33606-E*
Cancelling Revised Cal. PUC Sheet No. 33964-E

Sheet 1

TERMS AND CONDITIONS AGREEMENT FOR
INSTALLATION OF DISTRIBUTION LINE EXTENSION BY APPLICANT

Form 14-188

(To be inserted by utility)

Advice 1705-E-C

Decision 03-08-078

108 03-09-054

Issued by

John R. Fielder

Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 1, 2004

Effective Jul 1, 2004

Resolution G-3364

TERMS AND CONDITIONS
AGREEMENT FOR INSTALLATION OF
DISTRIBUTION LINE EXTENSION BY APPLICANT

Reference is made to that certain Contract for Extension of Electric Line, dated _____, _____, (hereinafter referred to as the "Contract"), in which _____ (hereinafter referred to as "Applicant") has agreed to install electric distribution lines to the location described in said Contract as follows: _____

To cause SOUTHERN CALIFORNIA EDISON COMPANY (hereinafter referred to as ("SCE")) to enter into the Contract with Applicant and in consideration thereof, Applicant shall install the Distribution Line Extension pursuant to and in accordance with the following:

1. **DEFINITIONS:**

When used herein, whether in the singular or in the plural, the following terms shall have the following meanings:

- 1.1 **Agreement:** The Contract and these Terms and Conditions, as amended from time to time, together with such other documents as may be made a part hereof.
- 1.2 **Change Order:** A written document which describes any changes to be made in the Work and which is signed by both the Applicant and SCE.
- 1.3 **Composite:** A drawing prepared by the Applicant which describes the Trench Layout and Trench Configuration.
- 1.4 **Construction Drawings:** Drawings prepared by SCE showing the site-specific requirements for the Distribution Line Extension.
- 1.5 **Contractor/Subcontractor:** A person, partnership, corporation or other entity which provides services to the Applicant in performance of the Work.
- 1.6 **Customer:** The person in whose name service is rendered as evidenced by the signature on an application, contract, or agreement for that service or in the absence of a signed instrument, by the receipt and payment of bills regularly issued in his or her name regardless of the actual user of the service.
- 1.7 **Distribution Line Extension:** New distribution facilities of SCE that is a continuation of, or branch from, the nearest available existing permanent Distribution Line (including any facility rearrangements and relocations necessary to accommodate the Distribution Line Extension) to the point of connection of the last service. SCE's Distribution Line Extension includes transmission underbuilds and converting an existing single-phase line to three-phase in order to furnish three-phase service to an Applicant, but excludes service transformers, meters and services.
- 1.8 **Distribution System:** That portion of SCE's plant used for the purpose of delivering electric energy.

- 1.9 Distribution Trench: A trench to be utilized for SCE's Distribution System which is intended to serve more than one building, Customer, or parcel.
- 1.10 Inspector: The representative or representatives designated by SCE to inspect and approve the Work performed by Applicant or its Contractor.
- 1.11 Joint Pole Committee: The committee of Utilities in California that have mutually agreed to jointly share pole space.
- 1.12 Joint Trench: A Distribution Trench to be used jointly by the Utilities.
- 1.13 Material: All equipment, material, products, and supplies used for or incorporated into the Work.
- 1.14 Request for Final Connection: A written document to be submitted by Applicant which requests SCE to commence final inspection, connection and energizing of Applicant-installed facilities, including but not limited to, the Distribution Line Extension.
- 1.15 Service Wires or Connections: The group of conductors, whether located overhead or underground, necessary to connect the service entrance conductors of the Customer to SCE's supply line, regardless of the location of SCE's meters or transformers.
- 1.16 Site Plans: Applicant provides site-specific plans for the location described in the Contract showing lot lines, structures on lots where applicable, grading, sewer and water facilities, and street improvements.
- 1.17 Standard Drawings: Drawings prepared by SCE showing the construction requirements of the Distribution Line Extension.
- 1.18 Superintendent: The representative or representatives designated by Applicant to act on behalf of the Applicant with respect to this Agreement.
- 1.19 Trench Configuration: The cross-sectional Joint Trench design specified to provide Utilities with the facility clearance and cover requirements.
- 1.20 Trench Layout: Preliminary design showing Joint Trench route.
- 1.21 Utilities: Agencies, public or private, which install, own, and operate utility facilities intended for general public, municipal or private use.
- 1.22 Work: All labor and Material, and any other job requirements needed to complete the Distribution Line Extension.
- 1.23 Working Drawing(s): Construction Drawings maintained by the Applicant or Applicant's Contractor throughout the period of construction of the Distribution Line Extension which describes the Material and facilities installed therein.

2. CONTRACTORS:

2.1 Applicant shall utilize only qualified Contractors/Subcontractors to perform the Work.

2.2 Qualified Contractors/Subcontractors shall meet the following minimum requirements:

1. Be licensed by the State of California for the type of work to be performed.
2. Employ and utilize workmen properly certified and/or qualified, as appropriate, for specific skills (i.e., electric workmen shall be properly qualified as described in Title 8, State Electrical Orders, Subchapter 5, Group 2).
3. Comply with applicable laws, such as Equal Opportunity Regulations, OSHA, and EPA.

2.3 Applicant shall at all times be responsible for the acts and omissions of any Contractor/Subcontractor and persons directly or indirectly employed by them.

3. DESIGN OF DISTRIBUTION LINE EXTENSIONS:

3.1 Overhead Distribution Line Extensions

3.1.1 Upon receipt of the Applicant's Site Plans, SCE shall prepare Construction Drawings for the Work. These site Construction Drawings shall supplement the Standard Drawings and shall be part of this Agreement.

3.1.2 Engineering and coordination with other Utilities for possible joint use of proposed overhead Distribution Line Extension facilities shall be the responsibility of SCE. SCE will contact the appropriate members of the Joint Pole Committee to solicit joint use of poles or anchors.

3.2 Underground Distribution Line Extensions

3.2.1 Where there is a potential for Joint Trench, as determined by SCE, Applicant shall contact all other potential Utilities to determine the need, if any, for a Joint Trench (CATV, telephone, etc.) and, if such need exists, submit a proposed Composite to SCE. In the event the number of trench occupants changes from the number originally utilized to determine the cost allocation percentages for trenching charges, SCE shall have the right to recalculate the allocation percentages and costs in accordance with SCE's established practices.

3.2.2 SCE shall have the right to modify, change, or amend the Applicant's Composite to comply with SCE's design and construction standards. Upon receipt of the Applicant's Composite, SCE will review it for approval. The Applicant shall revise the Composite for all changes required by SCE.

3.2.3 Upon approval of the Applicant's Composite and receipt of the Applicant's Site Plans, SCE shall prepare Construction Drawings for the Work.

4. MATERIAL FOR DISTRIBUTION LINE EXTENSIONS:

4.1 Determination of Material

The Applicant shall determine all Material requirements necessary to perform the Work, except transformers, meters, and service conductors, in accordance with SCE's specifications from SCE-furnished documents. The Applicant may, however, determine the amount of Underground service conductor or street lighting conductor required to meet Applicant's needs, if the Applicant installs those facilities as mutually agreed upon by SCE and Applicant in conjunction with the Distribution Line Extension. Quantities for individual assemblies shall be determined from the applicable Construction Drawings. The Applicant shall be responsible for the determination of accurate distance and unit quantity requirements resulting from terrain variations, electric cable slack requirements, excess cable required for make-up, cable termination requirements, etc. SCE assumes no responsibility for the stated Construction Drawing distance or unit Material quantities and will not honor claims arising from a difference between these quantities and what is required for the Work.

4.2 Procurement by Applicant From Manufacturers/Suppliers

SCE shall provide the Applicant with a Manufacturers'/ Suppliers' Material Information List showing SCE's material manufacturing specification numbers. Unless otherwise specified by SCE all Material used in the Distribution Line Extension shall be new and be obtained from the manufacturers approved by SCE to supply that particular material and shall meet the manufacturing standards represented by the applicable material manufacturing specification numbers. The Applicant shall provide SCE with manufacturers'/suppliers' certifications that all permanent Materials used in the Work comply with the applicable SCE manufacturing standard.

4.3 Procurement by Applicant From SCE

4.3.1 The Applicant may request SCE to procure for the Applicant all the Material necessary to complete the Distribution Line Extension. The Applicant shall determine the Material requirements from SCE-furnished documents as specified in Section 4.1. SCE shall, to the extent possible, supply Applicant with all new Material. In the event that any used Material supplied by SCE to the Applicant, is or becomes defective within one year from the date of final acceptance, SCE shall replace or repair the defective Material, without cost or expense to the Applicant.

4.3.2 The Applicant shall pay SCE, SCE's current standard unit cost of the Material, plus SCE's estimated costs associated with the supply and sales tax of such Material. Applicant shall also be responsible for all vendor-required deposits on returnable reels. Payment in an amount equal to these estimated costs shall be made payable to SCE at SCE's designated district office at the time Applicant places its order for procurement of the Material. Any additional refunds shall be made promptly by SCE and any additional charges shall be due and payable by Applicant upon demand by SCE.

- 4.3.3 The Applicant shall be responsible that lead times for Material ordered through SCE are in accordance with Applicant's construction schedule.
- 4.3.4 The Applicant shall be responsible to (1) pick up and receive the Material, in a timely manner (upon notification by SCE), at SCE's designated warehouse; (2) store, maintain and protect the Material; and (3) remove all excess Material from the job site prior to SCE's acceptance of the Distribution Line Extension. Notwithstanding the above, if the Applicant requests and SCE approves, SCE shall deliver the Material procured by Applicant from SCE to the job site at the Applicant's expense as determined by SCE. Applicant shall be responsible for unloading any Material delivered by SCE.
- 4.3.5 SCE shall have the right to require Applicant to pay storage costs when the Material has been at SCE's warehouse more than 30 days after the date Applicant has first been advised that such Material is available for pickup.

4.4 SCE-Supplied Items

- 4.4.1 All transformers shall be supplied and delivered to the job site by SCE. Applicant shall take all reasonable measures to protect and prevent damage to said transformers following delivery to the job site. SCE shall also supply Applicant, at Applicant's expense, based on SCE's current standard unit cost(s), with all marine-coated equipment and materials, which in SCE's opinion are critical and necessary for the Applicant-installed installation.
- 4.4.2 In addition, SCE may, at its discretion, supply at Applicant's expense such other items as SCE determines to be necessary to complete the Work hereunder, where the Applicant is unable to obtain such items in a timely manner and the continued inability to obtain such items, would, in SCE's sole opinion, result in undue delay or substantial hardship. The Applicant shall (1) pick-up and receive said items in a timely manner from SCE's designated location; and (2) store, maintain, and protect them.
- 4.4.3 Payment for all marine-coated equipment referred to in Section 4.4.1 above and for such other items referred to in Section 4.4.2 above shall be made in accordance with Section 4.3.2.

4.5 Defective Material

If any of the Applicant's Material is defective in the opinion of the Inspector it shall be removed from the job site and replaced by the Applicant.

5. CONSTRUCTION OF DISTRIBUTION LINE EXTENSION:

5.1 General Responsibilities

- 5.1.1 Applicant shall, prior to construction of the Distribution Line Extension, advise SCE, in writing, of the name of Applicant's Superintendent.
- 5.1.2 Applicant shall install the Distribution Line Extension in accordance with SCE's Standard Drawings and Construction Drawings. Any interpretation of the Standard Drawings or Construction Drawings shall be made by the Inspector. In addition, Applicant may, where mutually agreed upon in writing by SCE and Applicant, install such other facilities associated with the Distribution Line Extension including, but not limited to, transformers, street light conductor, and services. SCE shall, in accordance with and as applicable under its tariffs, reimburse the Applicant SCE's estimated installation and/or material costs for such facilities.

5.2 Construction Responsibilities

- 5.2.1 The Applicant shall be responsible both for arrangement of a preconstruction meeting among all involved Utilities and for coordination of field installation of all involved Utilities. The preconstruction meeting shall be held a minimum of ten working days prior to commencement of the Work.
- 5.2.2 At all times when the Work is being performed, the Superintendent shall be present at the job location and available to the Inspector.
- 5.2.3 Applicant expressly agrees that Applicant shall plan and conduct the Work to safeguard persons and property from injury. Applicant expressly agrees that Applicant shall direct the performance of the Work in compliance with reasonable work practices and applicable Federal, State, and local laws, rules, and regulations, including but not limited to the General Orders of the California Public Utilities Commission and the "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and Safety Orders of the California Division of Industrial Safety. In addition, Applicant expressly agrees that Applicant and/or Applicant's Contractor shall take all precautions necessary to prevent injury due to electrical feedback.

Before excavating, Applicant expressly agrees that Applicant shall contact "Underground Service Alert". Work in areas adjacent to electrically energized facilities shall be performed in accordance with applicable laws and safety rules.

- 5.2.4 The Applicant shall identify and be responsible for proper labeling of underground cables as follows:

A brass cable tag or embossed stainless steel tape shall be attached to the cable as near as possible to the entrance and exit recesses in each vault or manhole. A minimum of one tagged location will be required to identify cables in pullboxes or other enclosures.

Cable tags shall contain the following information:

1. Primary cable (750 volts and above) tags shall contain the following information:
 - a. Circuit name
 - b. Operating voltage
 - c. Conductor size
 - d. Installation date
 - e. Duct length
 - f. Adjacent structure (to or from)
2. Secondary cable tags shall contain the following information:
 - a. Operating voltage
 - b. Conductor size
 - c. Adjacent structure number where cables terminate
 - d. Installation date
 - e. Indicate three phase or single phase
 - f. Duct length
3. Service cable tags shall contain the following information:
 - a. Service address (more than one address if required)
 - b. Conductor size
 - c. Installation date
 - d. Indicate three phase or single phase
 - e. Duct length

NOTE:

1. All new cables are to be tagged at time of installation.
 2. Use mousing wire over jacketing tape on bare lead cable.
- 5.2.5 The Applicant shall be responsible for placement of structure identity plates as detailed on either overhead poles or above or below ground structures per Construction Drawings. Underground plates shall be attached to substructure by means of silicon glue. Pole plates shall be attached by use of common roofing nails approximately six feet from ground level, facing traffic.
- 5.2.6 SCE shall provide the Applicant with all necessary structure identity plates. Applicant shall be responsible for procurement of all brass tags and stainless steel embossing tape for marking of cables.

5.2.7 No damages or extra costs shall be allowed by SCE for unforeseen difficulties or obstructions in connection with the Work.

5.3 Documentation of Changes in the Work

Changes in the Work must be approved by SCE and shall be documented in writing by both the Applicant and SCE on SCE's Change Order Form.

5.4 Changes in the Work at SCE's Request

5.4.1 SCE may require the Applicant to make changes in the Work. SCE shall determine the incremental direct labor and Material costs for any such change in the Work. Whenever any such change in the Work results in an increase or decrease of estimated costs totaling \$500 or more, which are included in the amount subject to refund, SCE shall revise the estimates used as the basis for such refunds to the Applicant under the applicable Distribution Line Extension Rule and Contract. (T)

5.4.2 In the event the extra Work requires additional Material, SCE may, but is not required to, furnish any such item(s). The Material to be furnished shall be documented on the Change Order Form.

5.5 Changes in the Work at the Applicant's Request

5.5.1 SCE shall re-estimate the Work to determine the value of the incremental direct labor and Material costs for any change in the Work requested by the Applicant. SCE shall also determine the value of additional engineering and specification preparation charges for this change in the Work. Whenever any such change in the Work results in an increase or decrease of costs totaling \$500 or more, SCE shall revise the estimates used as the basis for payments to SCE or refunds to the Applicant under the applicable Distribution Line Extension Rule and Contract.

5.5.2 SCE shall determine the value of SCE's additional engineering and specification preparation charges for this change in the Work. The Applicant shall be liable for any increased costs due to changes in the Work made at the Applicant's request.

5.5.3 Applicant expressly agrees that SCE will not honor any demands for incremental intangible costs associated with changes in the Work made at the Applicant's request.

5.6 Schedules and Delays in Construction

5.6.1 Applicant shall prepare and submit, with periodic updates as necessary, a construction schedule to specify the starting dates and duration of the trenching, installation, backfill, and clean-up work anticipated for the Distribution Line Extension. The schedule for other occupants of a Joint Trench, if any, shall also be indicated.

5.6.2 Applicant expressly agrees that SCE shall not be liable to Applicant for delays in construction or installation caused by late Material deliveries (whether or not such Material is provided by SCE), or for delays resulting from SCE crews, SCE testing schedules, SCE engineering and design processes, bidding processes, or SCE's rejection of any of the Work and/or Material.

6. INSPECTION:

6.1 Material

All Material shall be subject to inspection and approval by the Inspector, prior to installation or use in the Distribution Line Extension. The Inspector shall have access to all storage areas or facilities for the purpose of inspecting the Material.

6.2 Work

6.2.1 SCE shall assign an Inspector to observe, inspect, and approve the Work. The Applicant agrees to a thorough and detailed inspection by the Inspector of any Work performed or, to be performed, within the scope of the Agreement. The Applicant shall require its Contractor to permit the required inspections.

6.2.2 SCE has the right to make field and shop inspections and material tests. The Inspector shall have full access to the Work at all times during construction. Neither the making nor the failure to make inspections and tests nor the express or implied approval of the Work shall relieve Applicant from the responsibility to complete and guarantee the Work as specified. The Applicant shall notify the Inspector at least two working days in advance of commencing any Work. SCE shall assign additional Inspectors as it deems necessary to observe and approve specific items of Work that it deems to warrant additional inspection. No Work shall be performed unless an Inspector is present or the Applicant has received prior written consent from an Inspector.

6.3 Rejection

6.3.1 The Inspector shall give written notice to the Superintendent of any rejected Distribution Line Extension facilities. Reasons for rejection shall include, but are not limited to:

1. Failure to conform with Construction Drawings or Standard Drawings.
2. Use of unauthorized or unapproved Material.
3. Inferior workmanship.
4. Work performed without inspection or in the absence of the Inspector without prior consent.
5. Failure to comply with any of the terms or conditions of the Agreement.

6.3.2 The written notice of rejection will delineate:

1. Specific facilities rejected
2. Location of rejected facilities
3. Reason for rejection
4. Date, time, and person notified

6.3.3 Applicant expressly agrees that all rejected Work shall be remedied at the Applicant's expense and shall be subject to reinspection and approval by the Inspector.

7. COMPLETION OF WORK:

7.1 Working Drawings

Upon completion of the Work, and as a condition precedent to acceptance, Applicant shall provide SCE with two complete sets of Working Drawings signed by Applicant and marked in red denoting:

1. Location, size, type, number, and footage of installed conduit, cable, and/or overhead conductor.
2. Location, size, type, and dimensions of manholes, splice boxes, cable runs, duct banks, risers, structures, and/or equipment enclosures.
3. Location, size, and type of poles and anchors.
4. Location, type, and manufacturer's name plate data of the installed equipment and/or apparatus.

7.2 Request for Final Connection

Upon completion of the Work, the Applicant shall submit a Request for Final Connection to SCE's Distribution System. If the Applicant does not submit a Request for Final Connection within two years from the effective date of the Contract, Applicant agrees that SCE shall have the right, at Applicant's sole cost and expense, to reinspect the Distribution Line Extension and to conduct any tests which SCE, in its sole opinion, deems necessary to assure itself of the quality of the Work.

7.3 Transformers

SCE reserves the right to remove its transformers from the Distribution Line Extension in the event a Work stoppage occurs, or if, in SCE's sole opinion, undue delay in the Work occurs. SCE may, in its discretion, submit a claim to the Applicant and require payment for SCE's labor costs to remove and/or replace the transformers.

8. CONNECTION AND ENERGIZING:

8.1 Connection and Energizing of Distribution Line Extension

8.1.1 SCE shall, upon receipt of the Applicant's Request for Final Connection, perform a final inspection of the Distribution Line Extension and, if acceptable, shall connect the Distribution Line Extension to SCE's Distribution System, and place the Distribution Line Extension into operation.

8.1.2 Only duly authorized employees of SCE are allowed to connect to, disconnect from, or perform any work upon SCE's Distribution System.

8.2 Final Acceptance

Following final inspection and connection, the Distribution Line Extension shall be energized. Twenty-four hours of continuous operation with or without load, at SCE's option, shall serve as SCE's final acceptance of the Distribution Line Extension. Failure or neglect of SCE or the Inspector to condemn or reject inferior Work or Material shall not be construed as, or imply, an acceptance of such Work or Material. The warranty period shall commence on the date of final acceptance.

9. COMMERCIAL TERMS:

9.1 Advances

Applicant shall be required to pay SCE, before the start of construction, SCE's estimated costs including administrative costs, for the following items: (T)
(T)

9.1.1 Refundable

- a. Engineering and design
- b. Processing land rights documents
- c. SCE's expenses for labor and materials to connect the Distribution Line Extension to SCE's Distribution System
- d. Returnable reel deposits for reels returned by Applicant to SCE within one year of the delivery date.
- e. The cost of inspections that may be covered by the otherwise available allowances per Rule 15. (N)
(N)

9.1.2 Non-Refundable

- a. Inspection costs not covered by the otherwise available allowances or refund provisions of Rule 15, costs arising from delays in the Work, including, but not limited to, overtime, per diem expenses incurred for overnight lodging, and any incremental costs incurred when the Applicant chooses to perform Work requiring the presence of an Inspector on a SCE-observed holiday. (T)
| (T)
(T)

- b. Costs and/or fees incurred in the acquisition or maintenance of permits, licenses, or easement.
- c. Returnable reel deposits for reels not returned by Applicant to SCE within one year of the delivery date. Ownership of such reels shall transfer automatically from SCE to Applicant.

9.2 Refunds

Refunds to the Applicant shall be made in accordance with the provisions of the applicable Distribution Line Extension rules. The amount subject to refund shall be as set forth in the Contract. SCE shall directly bill Applicants for any additional charges for inspection and/or testing, repair or replacement of materials incurred by SCE prior to final acceptance of the Distribution Line Extension. Such additional billing amount may be subtracted from the amount subject to refund at SCE's option.

10. LIENS:

If a lien of any nature should at any time be filed against the Work by an entity which has supplied material or services at the request of Applicant or its Contractor, Applicant shall promptly, on demand by SCE and at Applicant's own expense, take any and all action necessary to cause any such lien to be released or discharged immediately therefrom, or secure a security bond covering the amount of such lien.

11. PERMITS, LICENSES, AND EASEMENTS:

11.1 SCE shall be responsible for obtaining all private rights of way, easements, railroad permits, flood control permits, and permits and licenses from the Bureau of Land Management, Forest Service, and State Lands Commission.

11.2 The Applicant shall obtain from public authorities and private owners permission, permits, and/or licenses (other than those referenced in Section 11.1 which are to be obtained by SCE) necessary for the construction and installation of the Distribution Line Extension. The Applicant shall also be responsible for obtaining excavation permits pursuant to Section 341 of Chapter 3.2, Group II, Title 8 of the California Administrative Code, regarding the "construction of trenches which are five feet deep or deeper and into which a person is required to descend." SCE, to the extent permitted by law, hereby authorizes and empowers the Applicant to construct and install the Distribution Line Extension on any easement acquired by SCE for such purpose.

Applicant shall, at its own cost and expense, defend, indemnify, and hold harmless SCE, its officers, agents, employees, assigns, and successors in interest, from and against any and all loss, damage, claims, demands, penalties, actions, causes of action, liability, cost or expense of any kind or nature whatsoever, directly or indirectly resulting from, or caused by, or claimed to be so caused arising out of any act or omission of the Applicant, or its Contractor, including attorney's fees and court costs, which SCE or any third party or parties may suffer or incur, including without limitation, any loss, claim, damage, cost, expense, or liability suffered or incurred or alleged to be suffered or incurred by reason of the Applicant's, or its Contractor's, performance or nonperformance of its obligations under this Section 11.2.

The indemnities set forth in this Section 11.2 shall not be limited by the insurance requirements set forth in Section 13, and shall be in addition to, and not in substitution or replacement of, any indemnities set forth elsewhere in the Agreement.

- 11.3 Should special supervision and/or inspection of construction activities be required by any grantor or permitor, as a condition of the permit or grant of occupation, Applicant shall be responsible to pay all costs of such supervision and/or inspection.

12. 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 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 the 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.

13. PERFORMANCE BOND:

13.1 Applicant shall, if requested by SCE, furnish a performance bond in a form acceptable to SCE. Such bond shall guarantee that repair of the Distribution Line Extension shall be performed to correct damage thereto caused by faulty workmanship or defective materials as required of the Applicant pursuant to the warranty provisions of the Agreement.

13.2 Such bond shall be posted by the Applicant and held by SCE. The amount to be posted shall be equal to SCE's total estimated installed cost of the Distribution Line Extension and other facilities to be Applicant-installed and shall be posted prior to construction of the Distribution Line Extension.

13.3 After one year from the date of final acceptance, the bond shall be released to the Applicant.

14. INSURANCE:

14.1 Applicant's Obligations

14.1.1 Applicant shall maintain, and shall require its Contractor who installs the Distribution Line Extension and related facilities to maintain, valid and collectible insurance as described below. Applicant shall, and shall require its Contractor to, furnish certificates of insurance to SCE prior to the start of any Distribution Line Extension Work.

14.1.2 Workers' Compensation Insurance with statutory limits, as required by the state in which the Work is performed, and Employer's Liability Insurance with limits of not less than \$500,000. Carriers furnishing such insurance shall be required to waive all rights of subrogation against SCE, its officers, agents and employees.

- 14.1.3 Comprehensive Bodily Injury and Property Damage Liability Insurance, including owners' and Contractors' protective liability, product/completed operations liability, contractual liability and automobile liability with a combined single limit of not less than \$1,000,000 for each occurrence. Such insurance shall: (a) acknowledge SCE, its officers, agents, and employees, as additional insureds; (b) be primary for all purposes; (c) contain standard cross-liability provisions; and (d) extend products/completed operations hazard coverage for a period of one year after the Distribution Line Extension has been accepted by SCE.
- 14.1.4 Applicant shall report immediately to SCE and confirm in writing any injury, loss, or damage incurred by Applicant, or its Contractor, or its receipt of notice of any claim by a third party, or any occurrence that might give rise to such claim.
- 14.1.5 If Applicant fails to comply with any of the provisions of this Section 13, 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 damage to any property to the extent that SCE would have been protected had Applicant complied with all of the provisions of this Section 13.

15. CONSEQUENTIAL DAMAGES:

- 15.1 Except as otherwise provided with the Agreement, Applicant shall not be liable to SCE for any consequential damages including, but not limited to, loss of use or underutilization of SCE's facilities, loss of revenue, and claims of any customer of SCE resulting from the Applicant's, or its Contractor's, performance or nonperformance of its obligations under the Agreement.
- 15.2 SCE shall not be liable to Applicant, or its Contractor, for any consequential damages including, but not limited to, loss of anticipated profits, and loss of use of or underutilization of Applicant's, or Contractor's, labor or facilities, resulting from SCE's performance or nonperformance of its obligations under the Agreement.

16. NON-WAIVER:

The failure of SCE to enforce any of the terms and conditions or to exercise any right or privilege in the Agreement shall not be construed as a waiver of any such terms and conditions or any such right or privilege and the same shall continue and remain in force and effect as if no such failure to enforce or exercise had occurred. No waiver by SCE shall be valid unless incorporated in a Change Order.

17. ASSIGNMENT:

The Applicant shall not assign or otherwise dispose of the Agreement, its right, title, or interest therein or any part thereof to any entity without the prior written consent of SCE. No assignment of the Agreement shall relieve the Applicant of any of its obligations hereunder until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, the Agreement shall be binding upon and shall inure to the benefit of the assignee.

18. EFFECT OF SECTION HEADINGS:

Section headings appearing herein are inserted for convenience only, and shall not be construed as interpretation of text.

19. THIRD PARTY BENEFICIARIES:

The Agreement shall not constitute any contractual relationship between any Contractor and SCE, nor any obligation of SCE for payment to any Contractor.

20. GOVERNING LAW:

20.1 The Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

20.2 Applicant shall, and shall require, during the performance of the Work, Applicant's Contractor, subcontractors, agents, and their employees to fully comply with all applicable laws, bylaws, rules, regulations, and orders made or promulgated by any governmental agency, municipality, board, commission or other regulatory body; and provide to SCE all certificates for compliance therewith as may be required by such applicable laws, bylaws, rules, regulations, orders, stipulations, or plans.

Agreed and Consented to by:

APPLICANT

Corporation, Partnership, or DBA: _____

Name of Authorized Individual: _____

Signature: _____

Title: _____

(N)

(N)

SOUTHERN CALIFORNIA EDISON COMPANY

(N)

Name of Authorized Individual: _____

Signature: _____

Title: _____

Date Executed: _____

Work Order No. _____

Associated Work Order Nos. _____

(N)



Southern California Edison
Rosemead, California

Original
Cancelling

Cal. PUC Sheet No. 35669-E*
Cal. PUC Sheet No.

Sheet 1

SOUTHERN CALIFORNIA EDISON
DISTRIBUTION LINE AND/OR SERVICE EXTENSION
APPLICANT'S INSTALLATION OPTION AND
STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS

Form 14-754

(To be inserted by utility)

Advice 1705-E-C

Decision 03-08-078

107 03-09-054

Issued by

John R. Fielder

Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 1, 2004

Effective Jul 1, 2004

Resolution G-3364

**SOUTHERN CALIFORNIA EDISON (“SCE”)
DISTRIBUTION LINE AND/OR SERVICE EXTENSION
APPLICANT’S INSTALLATION OPTION AND
STATEMENT OF APPLICANT’S CONTRACT ANTICIPATED COSTS**

Applicant: _____

Work Order Number: _____

Project Specific Location: _____

1. INSTALLATION OPTIONS

Applicant understands that in accordance with SCE’s Rule 15 and/or Rule 16, Applicant can elect to have either SCE install the Distribution Line and/or Service Extension or a Qualified Contractor/Subcontractor install the Distribution Line and/or Service Extension.

2. SCE’S ESTIMATED REFUNDABLE COST INFORMATION

SCE’s estimated refundable costs are based on the work that SCE would normally perform that can be performed by a Qualified Contractor/Subcontractor under the provisions of the Applicant Installation Option, Rule 15, Section G, and in accordance with SCE’s Terms and Conditions Agreement for Installation of Distribution Line Extension by Applicant (Form 14-188).

SCE’s estimated refundable costs:* \$ _____

If applicable, other estimated cost information may be provided below. This could include the credit amount for Rule 16, street light, or other associated installation work.

SCE Rule 16 credit amount:* \$ _____

SCE street light credit amount:* \$ _____

SCE associated work credit amount:* \$ _____

3. APPLICANT SELECTION

Applicant understands the installation options under Section 1 above, and hereby elects the following Installation Option by **initialing** the appropriate selection below:

_____ Installation by SCE

_____ Installation by Qualified Contractor/Subcontractor

Under installation by Qualified Contractor/Subcontractor, Applicant shall secure project specific bid information from Qualified Contractors/Subcontractors for the installation of the Distribution Line and/or Service extension. Applicant shall contribute or advance before the start of construction any refundable or non-refundable amounts as specified in Rules 15 and 16.

*Please refer to the specific contract, Appendix A, for detailed financial information.

4. APPLICANT'S CONTRACT ANTICIPATED COST INFORMATION (to be completed only if installation is performed by a Qualified Contractor/Subcontractor as selected in Section 3 above)

Applicant and/or Applicant's Qualified Contractor/Subcontractor understands that for the portion of the Electrical Distribution and/or Service Extension that SCE would normally install, in accordance with SCE's Rule's 15 and/or 16 and the Terms and Conditions Agreement for Installation of Distribution Line Extension by Applicant, the Applicant, prior to performing any work associated with the installation of these electrical facilities, and for the purpose of utility billing and accounting, shall elect one of the following options, and return this form to SCE prior to SCE proceeding with any further work on the Applicant's project.

Option 1 Applicant elects to provide SCE with the Applicant's Contract Anticipated Costs, which are subject to refund, that are associated with that portion of the new Distribution Line and/or Service Extension normally installed by SCE, and understands that the lower of SCE's estimated refundable cost or the Applicant's Contract Anticipated Costs, which are subject to refund, as submitted below, shall apply to any applicable SCE refunds and allowances provided in accordance with Rules 15 and 16,¹ **or**

Option 2 Applicant elects not to provide SCE with the Applicant's Contract Anticipated Costs, which are subject to refund. The Applicant understands that by selecting this option, the Applicant is directing SCE to use SCE's estimated refundable cost for all billing and accounting.

Applicant understands the Applicant Cost Information, as described above, and hereby elects the following by **initialing** the appropriate selection below:

_____ Option 1 - Applicant's Contract Anticipated Costs \$ _____

_____ Option 2 - SCE's Estimated Refundable Costs

5. ITCC

SCE shall value all trenching, conduit, backfill, street repair, substructures, and encasement, based on SCE's estimate of such items, for the purposes of collecting the applicable governmental taxes (ITCC) on contributions to SCE.

6. UTILITY RESPONSIBILITIES

Upon receipt of this completed and signed form, SCE shall begin the process of producing the applicable contracts and forms based on the selections made by the Applicant.

7. SIGNATURE

I declare under penalty of perjury that the foregoing is true and correct.

Applicant's signature: _____

Applicant's printed name: _____

Date: _____

¹ Excludes the estimated costs of work the Applicant cannot perform, such as, work on or in proximity to, energized equipment.



Southern California Edison
Rosemead, California

Original
Cancelling

Cal. PUC Sheet No. 36466-E*
Cal. PUC Sheet No.

Sheet 1

Rule 15 Refundable/Discount Option Estimate
Extension of Electric Distribution Line – Installation by Applicant – Appendix A

Form 14-761

(To be inserted by utility)

Advice 1705-E-C

Decision 03-08-078

109 03-09-054

Issued by

John R. Fielder

Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 1, 2004

Effective Jul 1, 2004

Resolution G-3364

RULE 15 REFUNDABLE OPTION ESTIMATE
EXTENSION OF ELEC DIST LINE - INSTALLATION BY APPLICANT - APPENDIX A

LOC. 6 W.O. A.I.

1. SCE RULE 16 COST TO SERVE		
(A) SCE RULE 16 COST TO SERVE (LINE 1.(A) 1 + 2))		\$ _____
1) SCE ESTIMATE	\$ _____	
2) SCE ESTIMATE OF WORK NOT DONE BY APPLICANT	\$ _____	
(B) LESS APPLICANT ALLOWANCES		\$_____
(C) EXCESS RULE 16 COST TO (LINE 5. (A))		\$_____
(D) EXCESS ALLOWANCES TO (LINE 2.)		\$_____

SCE COST TO SERVE RULE 15

2. APPLICANT ALLOWANCES (FROM LINE 1. (D))	\$ _____
--	----------

3. REFUNDABLE:		
(A) RULE 15 COST TO SERVE (LESSER OF 1 OR 2)		\$ _____
1) SCE ESTIMATE OF APPLICANT WORK	\$ _____	
2) APPLICANT CONTRACT ANTICIPATED COST	\$ _____	
(B) PLUS ESTIMATED VALUE OF STRUCTURES		\$ _____
(C) SUBTOTAL: (LINE 3.(A) + 3.(B))		\$_____
(D) LESS ALLOWANCES (LINE 2)		\$_____
(E) REFUNDABLE AMOUNT A: (LINE 3.(C) - 3.(D))		\$_____
(F) PLUS REFUNDABLE ITCC* ON LINE 3.(E)		\$_____
(G) TOTAL AMOUNT (LINE 3.(E) + 3.(F))		\$_____
(H) SCE ESTIMATE OF WORK NOT DONE BY APPLICANT		\$_____
(I) REFUNDABLE INSPECTION CHARGES		\$_____
(J) SUBTOTAL: (LINE 3.(H) + 3.(I))		\$_____
(K) LESS EXCESS ALLOWANCE (IF LINE 3.(E) = 0) (LINE 3.(D) - 3.(C))		\$_____
(L) REFUNDABLE AMOUNT B: (LINE 3.(J) - 3.(K))		\$_____
(M) PLUS REFUNDABLE ITCC* ON LINE 3.(L)		\$_____
(N) TOTAL AMOUNT (LINE 3.(L) + 3.(M))		\$_____
(O) TOTAL LINE 3 REFUNDABLES (LINE 3. (G) + (N))		\$ _____

4. PAYMENT OPTION SELECTED: REFUNDABLE HAS CHOSEN: SIGN _____		
1) REFUNDABLE PAYMENT (LINE 3.(F) + (3.(N)):		\$ _____
2) EXCESS ALLOWANCE CREDIT (LINE 2) BUT NOT GREATER THAN (LINE 3.(C)):		\$ _____
3) AMOUNT REMAINING SUBJECT TO REFUND (LINE 3.(O)):		\$ _____

5. NON-REFUNDABLE ADVANCES & CREDITS		
(A) NET NON-REFUNDABLE CHARGES (5.(A).1 - 5.(A).2)		\$ _____
(1) TOTAL OTHER NON-REFUNDABLE CHARGES (RULE 16, PERMIT, INSPECTION, R/W, ETC.)	\$ _____	
(2) REFUNDABLE INSPECTION FEE OFFSET	\$ _____	
(B) ITCC* ON OTHER NON-REFUNDABLE (LINE 5.(A))		\$_____
(C) ITCC* ON APPLICANT FURNISHED FACILITIES		\$_____
(D) INSTALLED COST OF SUBSTRUCTURES BY EDISON		\$_____
(E) NON-REFUNDABLES (LINE 5.(A) THRU 5.(D))		\$_____

RULE 15 REFUNDABLE OPTION ESTIMATE
 EXTENSION OF ELEC DIST LINE - INSTALLATION BY APPLICANT - APPENDIX A
 LOC. 6 _____ W.O. _____ A.I. _____

(F) LESS APPLICANT DESIGN OR REIMBURSABLE CREDITS	\$ _____	
(G) APPLICANT CREDITS FOR MATERIAL INSTALLED ON ASSOCIATED WORK ORDERS		
1) STREET LIGHT	\$ _____	
2) OTHER W.O.	\$ _____	
(H) APPLICANT CREDITS FOR LABOR ON ASSOCIATED WORK ORDERS		
1) STREET LIGHT	\$ _____	
2) OTHER W.O.	\$ _____	
(I) APPLICANT RULE 16 SERVICE CREDIT	\$ _____	
(J) APPLICANT CREDITS (LINE 5.(F) THRU 5. (I))	\$ _____	
(K) TOTAL NON-REFUNDABLE (LINE 5.(E) - 5. (J))		\$ _____
(L) TOTAL CREDITS (LINE 5.(J) - 5.(E))		\$ _____
<hr/>		
6. AMOUNT TO BE PAID BY APPLICANT TO SCE		\$ _____
7. AMOUNT TO BE REFUNDED TO APPLICANT UPON FULFILLMENT OF ALL CONTRACTUAL OBLIGATIONS		\$ _____

HAS NOT CHOSEN REFUNDABLE OPTION: SIGN _____
 * INCOME TAX COMPONENT OF CONTRIBUTION

Rule 15 Refundable Option Estimate
Extension of Electric Distribution Line - Installation by Applicant - Appendix A

Definition Sheet

Section	Line	Description	Definition
1		<u>Rule 16 – Service Extension (Non-Refundable)</u>	
1	A	Cost to Serve	= 1.A.1 plus 1.A.2
1	A 1	SCE Estimate - completed by the Applicant	Applicant Labor and Material (e.g., installing cables, switches, transformers)
1	A 2	SCE Estimate - completed by SCE	SCE Labor and Material (e.g., energizing equipment)
1	B	Allowances	Residential flat rate of \$1247 per meter. Non residential: Revenue-supported allowances as defined in Rule 15, Section C
1	C	Excess Rule 16 Cost	= 1.A minus 1.B (If 1.A minus 1.B < 0 → 0)
1	D	Excess Allowances	= 1.B minus 1.A (If 1.B minus 1.A < 0 → 0)
2		Total of Excess Allowances	= 1.D (Remaining allowances to be applied to applicable Rule 15 costs)
3		<u>Rule 15 – Distribution Line Extension (Refundable)</u>	
3	A	Rule 15 Cost to Serve	= Lesser of 3.A.1 and 3.A.2
3	A 1	SCE Estimate – completed by the Applicant*	SCE Labor and Material Estimate (e.g., installing cables, switches, transformers)
3	A 2	Applicant’s Contract Anticipated Costs*	Applicant Labor and Material Estimate of work the applicant can perform (e.g., installing cables, switches, transformers)
3	B	Estimated Value of Sub-Structures	SCE Estimated value of Sub-structures installed by the applicant and deeded to SCE
3	C	Subtotal of Applicant Rule 15	= 3.A plus 3.B
3	D	Less Allowances	= Line 2 (Balance)
3	E	Refundable Amount	= 3.C minus 3.D (If 3.C minus 3.D < 0 → 0)
3	F	Refundable ITCC	= 3.E multiplied by the current rate of ITCC
3	G	Total amount of Refundable	= 3.E plus 3.F
3	H	SCE Estimate - work completed by SCE	SCE Labor and Material (e.g., energizing equipment)
3	I	SCE estimate of Refundable Inspection Costs. Such costs are not subject to reconciliation (Rule 15, Section G.1.e)	If 3.A.2 (applicants estimate) < 3.A.1 (SCE estimate to perform the same work), then the total Potential Refundable Inspection Costs (PRIC) shall be 3.A.1 minus 3.A.2. The available refundable inspection costs, 3.I, will equal the lesser of PRIC or the total Rule 15 inspection costs included within line 5.A.1
3	J	Subtotal of available Refunds	= 3.H plus 3.I
3	K	Excess Allowance	If 3.D > 3.C then Excess Allowances exists. This is calculated as 3.D minus 3.C
3	L	Sub-total of Refundable Amount	= 3.J minus 3.K (If 3.J minus 3.K < 0 → 0)
3	M	Refundable ITCC	= 3.L multiplied by the current rate of ITCC
3	N	Sub-total of Refundable Amount	= 3.L plus 3.M
3	O	Total Refundable Amount	= 3.G plus 3.N
4		<u>Payment Option</u>	
4	1	Refundable Option	= 3.F plus 3.N (Tax on the work performed by the applicant plus the total of work performed by SCE)
4	2	Allowances	= Line 2 (Revenue-supported allowances as defined in Rule 15, Section C. not to exceed the total cost to serve estimate.
4	3	Amount Subject to Refund	= 3.O (Total value of the project subject to series refunds)
5		Non Refundable Charges	
5	A	Net Non Refundable Charges	= Total Other Non Refundable 5.A.1 minus 5.A.2 (Reduction of the total non refundable by the amount considered refundable in Section 3)
5	A 1	Total Non Refundable Charges	Riser Charges, Permits, R/W, Excess R16 Charges, R16 Inspection Charges, R15 Inspection Charges

5	A	2	Available Refundable Inspection Costs	= 3.I
			ITCC on Non Refundable	
5	B		Costs	= 5.A multiplied by the current rate of ITCC
5	C		ITCC on Applicant Furnished Facilities	ITCC tax on the SCE Estimate of the value of the asset furnished by the applicant and deeded to the utility (e.g. trench, conduit)
5	D		Installed Cost of Sub- structures by SCE	SCE's estimated value of Sub-structures that the applicant is obligated to provide, install and deed to SCE, but has selected SCE to install
5	E		Non Refundable Costs	Sum of 5.A through 5.D
5	F		Applicant Design or Reimbursable Credit	Credit for applicant design and/or work done at the request of SCE
5	G		Applicant Credits for Material Installed on Assoc W.O.	
5	G	1	Street Light Costs	SCE's estimate of material for the associated street light work performed by the applicant
5	G	2	Other	SCE's estimate of material for other associated work performed by the applicant (e.g. relocation)
5	H		Applicant Credits for Labor on Assoc W.O.	
5	H	1	Street Light Costs	SCE's estimate of labor for associated street light work performed by the applicant
5	H	2	Other Costs	SCE's estimate of labor for other associated work performed by the applicant (e.g. relocation)
5	I		Applicant Rule 16 Service Credit	Credit for work performed by applicant as estimated in Line 1.A
5	J		Total of Applicant Credits	Sum of 5.F through 5.I
5	K		Total Non Refundable Costs	If the total charges (5.E) is greater than the total credits (5.J) → 5.E minus 5.J
5	L		Total Credits	If the total credits (5.J) is greater than the total charges (5.E) → 5.J minus 5.E
				Amount to be billed: Line 4.1 plus 5.K
				Amount of credit: Line 4.2 plus 5.L
6			Amount to be Paid by Applicant to SCE	If the amount to be billed is greater than the amount of credit, then this amount represents the difference, otherwise this cell is zero.
7			Amount to be Refunded to Applicant Upon Fulfillment of all Contractual Obligations	If the amount of credit is greater than the amount to be billed then this amount represents the difference, otherwise this cell is zero.

* The lesser of 3.A.1 or 2 will be rate based and booked to plant

RULE 15 DISCOUNT OPTION ESTIMATE
EXTENSION OF ELEC DIST LINE - INSTALLATION BY APPLICANT - APPENDIX A
LOC. 6 _____ W.O. _____ A.I. _____

1. SCE RULE 16 COST TO SERVE
(A) SCE RULE 16 COST TO SERVE (LINE 1. (A) 1 + 2)) \$ _____
 1) SCE ESTIMATE \$ _____
 2) SCE ESTIMATE OF WORK NOT DONE BY APPLICANT \$ _____
(B) LESS APPLICANT ALLOWANCES \$ _____
(C) EXCESS RULE 16 COST TO (LINE 5. (A)) \$ _____
(D) EXCESS ALLOWANCES TO (LINE 2.) \$ _____

SCE COST TO SERVE RULE 15

2. APPLICANT ALLOWANCES (FROM LINE 1. (D)) \$ _____

3. REFUNDABLE:

(A) RULE 15 COST TO SERVE (LESSER OF 1 OR 2) \$ _____
 1) SCE ESTIMATE OF APPLICANT WORK \$ _____
 2) APPLICANT CONTRACT ANTICIPATED COST \$ _____
(B) PLUS ESTIMATED VALUE OF STRUCTURES \$ _____
(C) SUBTOTAL: (LINE 3. (A) + 3. (B)) \$ _____
(D) LESS ALLOWANCES (LINE 2) \$ _____
(E) REFUNDABLE AMOUNT A: (LINE 3. (C) - 3. (D)) \$ _____
(F) PLUS REFUNDABLE ITCC* ON LINE 3. (E) \$ _____
(G) TOTAL AMOUNT (LINE 3. (E) + 3. (F)) \$ _____
(H) SCE ESTIMATE OF WORK NOT DONE BY APPLICANT \$ _____
(I) REFUNDABLE INSPECTION CHARGES \$ _____
(J) SUBTOTAL: (LINE 3. (H) + 3. (I)) \$ _____
(K) LESS EXCESS ALLOWANCE (IF LINE 3. (E) = 0)
 (LINE 3. (D) - 3. (C)) \$ _____
(L) REFUNDABLE AMOUNT B: (LINE 3. (J) - 3. (K)) \$ _____
(M) PLUS REFUNDABLE ITCC* ON LINE 3. (L) \$ _____
(N) TOTAL AMOUNT (LINE 3. (L) + 3. (M)) \$ _____
(O) TOTAL LINE 3 REFUNDABLES (LINE 3. (G) + (N)) \$ _____

4. PAYMENT OPTION SELECTED: DISCOUNT HAS CHOSEN: SIGN _____

(A) NON-REFUNDABLE DISCOUNT OPTION: 50.00%
 1) DISCOUNT PAYMENT = 50% (LINE 3. (E)) - : \$ _____
 50% (LINE 3. (F) + 3. (N))
 2) EXCESS ALLOWANCE CREDIT (LINE 2) BUT NOT GREATER THAN (LINE 3. (C)): \$ _____
 3) AMOUNT DUE APPLICANT (LINE 4. (A) .1 + 4. (A) .2): \$ _____

5. NON-REFUNDABLE ADVANCES & CREDITS

(A) NET NON-REFUNDABLE CHARGES (5. (A) .1 - 5. (A) .2) \$ _____
 (1) TOTAL OTHER NON-REFUNDABLE CHARGES (RULE 16, PERMIT, INSPECTION, R/W, ETC.) \$ _____
 (2) REFUNDABLE INSPECTION FEE OFFSET \$ _____
(B) ITCC* ON OTHER NON-REFUNDABLE (LINE 5. (A)) \$ _____
(C) ITCC* ON APPLICANT FURNISHED FACILITIES \$ _____
(D) INSTALLED COST OF SUBSTRUCTURES BY EDISON \$ _____
(E) NON-REFUNDABLES (LINE 5. (A) THRU 5. (D)) \$ _____

RULE 15 DISCOUNT OPTION ESTIMATE
 EXTENSION OF ELEC DIST LINE - INSTALLATION BY APPLICANT - APPENDIX A
 LOC. 6 _____ W.O. _____ A.I. _____

(F) LESS APPLICANT DESIGN OR REIMBURSABLE CREDITS	\$ _____	
(G) APPLICANT CREDITS FOR MATERIAL INSTALLED ON ASSOCIATED WORK ORDERS		
1) STREET LIGHT	\$ _____	
2) OTHER W.O.	\$ _____	
(H) APPLICANT CREDITS FOR LABOR ON ASSOCIATED WORK ORDERS		
1) STREET LIGHT	\$ _____	
2) OTHER W.O.	\$ _____	
(I) APPLICANT RULE 16 SERVICE CREDIT	\$ _____	
(J) APPLICANT CREDITS (LINE 5.(F) THRU 5. (I))	\$ _____	
(K) TOTAL NON-REFUNDABLE (LINE 5.(E) - 5. (J))		\$ _____
(L) TOTAL CREDITS (LINE 5.(J) - 5.(E))		\$ _____
<hr/>		
6. AMOUNT TO BE PAID BY APPLICANT TO SCE		\$ _____
7. AMOUNT TO BE REFUNDED TO APPLICANT UPON FULFILLMENT OF ALL CONTRACTUAL OBLIGATIONS		\$ _____

HAS NOT CHOSEN DISCOUNT OPTION: SIGN _____
 * INCOME TAX COMPONENT OF CONTRIBUTION

Rule 15 Discount Option Estimate
Extension of Electric Distribution Line - Installation by Applicant - Appendix A

Definition Sheet

Section	Line	Description	Definition
1		<u>Rule 16 – Service Extension (Non-Refundable)</u>	
1	A	Cost to Serve	= 1.A.1 plus 1.A.2
1	A 1	SCE Estimate - completed by the Applicant	Applicant Labor and Material (e.g., installing cables, switches, transformers)
1	A 2	SCE Estimate - completed by SCE	SCE Labor and Material (e.g., energizing equipment)
1	B	Allowances	Residential flat rate of \$1247 per meter. Non residential: Revenue-supported allowances as defined in Rule 15, Section C
1	C	Excess Rule 16 Cost	= 1.A minus 1.B (If 1.A minus 1.B < 0 → 0)
1	D	Excess Allowances	= 1.B minus 1.A (If 1.B minus 1.A < 0 → 0)
2		Total of Excess Allowances	= 1.D (Remaining allowances to be applied to applicable Rule 15 costs)
3		<u>Rule 15 – Distribution Line Extension (Refundable)</u>	
3	A	Rule 15 Cost to Serve	= Lesser of 3.A.1 and 3.A.2
3	A 1	SCE Estimate – completed by the Applicant*	SCE Labor and Material Estimate (e.g., installing cables, switches, transformers)
3	A 2	Applicant’s Contract Anticipated Costs*	Applicant Labor and Material Estimate of work the applicant can perform (e.g., installing cables, switches, transformers)
3	B	Estimated Value of Sub-Structures	SCE Estimated value of Sub-structures installed by the applicant and deeded to SCE
3	C	Subtotal of Applicant Rule 15	= 3.A plus 3.B
3	D	Less Allowances	= Line 2 (Balance)
3	E	Refundable Amount	= 3.C minus 3.D (If 3.C minus 3.D < 0 → 0)
3	F	Refundable ITCC	= 3.E multiplied by the current rate of ITCC
3	G	Total amount of Refundable	= 3.E plus 3.F
3	H	SCE Estimate - work completed by SCE	SCE Labor and Material (e.g., energizing equipment)
3	I	SCE estimate of Refundable Inspection Costs. Such costs are not subject to reconciliation (Rule 15, Section G.1.e)	If 3.A.2 (applicants estimate) < 3.A.1 (SCE estimate to perform the same work), then the total Potential Refundable Inspection Costs (PRIC) shall be 3.A.1 minus 3.A.2. The available refundable inspection costs, 3.I, will equal the lesser of PRIC or the total Rule 15 inspection costs included within line 5.A.1
3	J	Subtotal of available Refunds	= 3.H plus 3.I
3	K	Excess Allowance	If 3.D > 3.C then Excess Allowances exists. This is calculated as 3.D minus 3.C
3	L	Sub-total of Refundable Amount	= 3.J minus 3.K (If 3.J minus 3.K < 0 → 0)
3	M	Refundable ITCC	= 3.L multiplied by the current rate of ITCC
3	N	Sub-total of Refundable Amount	= 3.L plus 3.M
3	O	Total Refundable Amount	= 3.G plus 3.N
4		<u>Payment Option</u>	
4	A 1	Discount Option	= [50% of the cost to serve installed by the Applicant (3.E) minus 50% of the associated ITCC tax due (3.F)] LESS [50% of the cost to serve installed by SCE (3.L) minus 50% of the associated ITCC tax due (3.M)]
4	A 2	Allowances	= Line 2 (Revenue-supported allowances as defined in Rule 15, Section C. Not to exceed the total cost to serve estimate.
4	A 3	Amount Due Applicant	= Discount Payment (4.A.1) plus the Allowance Credit (4.A.2)
5		Non Refundable Charges	
5	A	Net Non Refundable Charges	= Total Other Non Refundable 5.A.1 minus 5.A.2 (Reduction of the total non refundable by the amount considered refundable in Section 3)
5	A 1	Total Non Refundable Charges	Riser Charges, Permits, R/W, Excess R16 Charges, R16 Inspection Charges, R15 Inspection Charges

5	A	2	Available Refundable Inspection Costs	= 3.I
			ITCC on Non Refundable Costs	= 5.A multiplied by the current rate of ITCC
5	B		ITCC on Applicant Furnished Facilities	ITCC tax on the SCE Estimate of the value of the asset furnished by the applicant and deeded to the utility (e.g. trench, conduit)
5	C		Installed Cost of Sub- structures by SCE	SCE's estimated value of Sub-structures that the applicant is obligated to provide, install and deed to SCE, but has selected SCE to install
5	D		Non Refundable Costs	Sum of 5.A through 5.D
5	E		Applicant Design or Reimbursable Credit	Credit for applicant design and/or work done at the request of SCE
5	F		Applicant Credits for Material Installed on Assoc W.O.	
5	G	1	Street Light Costs	SCE's estimate of material for the associated street light work performed by the applicant
5	G	2	Other	SCE's estimate of material for other associated work performed by the applicant (e.g. relocation)
5	H		Applicant Credits for Labor on Assoc W.O.	
5	H	1	Street Light Costs	SCE's estimate of labor for associated street light work performed by the applicant
5	H	2	Other Costs	SCE's estimate of labor for other associated work performed by the applicant (e.g. relocation)
5	I		Applicant Rule 16 Service Credit	Credit for work performed by applicant as estimated in Line 1.A
5	J		Total of Applicant Credits	Sum of 5.F through 5.I
5	K		Total Non Refundable Costs	If the total charges (5.E) is greater than the total credits (5.J) → 5.E minus 5.J
5	L		Total Credits	If the total credits (5.J) is greater than the total charges (5.E) → 5.J minus 5.E
				Amount to be billed: Line 5.K
				Amount of credit: Line 4.A.3 plus 5.L
6			Amount to be Paid by Applicant to SCE	If the amount to be billed is greater than the amount of credit, then this amount represents the difference, otherwise this cell is zero.
7			Amount to be Refunded to Applicant Upon Fulfillment of all Contractual Obligations	If the amount of credit is greater than the amount to be billed then this amount represents the difference, otherwise this cell is zero.

* The lesser of 3.A.1 or 2 will be rate based and booked to plant



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

Revised Cal. PUC Sheet No. 33607-E**
Cancelling Revised Cal. PUC Sheet No. 33966-E

Sheet 1

CONTRACT FOR EXTENSION OF ELECTRIC DISTRIBUTION LINE
RULE 15
INSTALLATION BY APPLICANT

Form 16-331

(To be inserted by utility)

Advice 1705-E-C

Decision 03-08-078

1H11 03-09-054

Issued by

John R. Fielder

Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 1, 2004

Effective Jul 1, 2004

Resolution G-3364



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Sheet No.

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Issued by
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Issued by
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Senior Vice President

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Issued by
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Senior Vice President

(To be inserted by Cal. PUC)
Date Filed Jun 1, 2004
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Southern California Edison
Rosemead, California

Revised Cal. PUC Sheet No. 33610-E
Cancelling Revised Cal. PUC Sheet No. 36258-E

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Issued by

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(To be inserted by utility)
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Issued by
John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)
Date Filed Jun 1, 2004
Effective Jul 1, 2004
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CONTRACT FOR EXTENSION OF ELECTRIC DISTRIBUTION LINE
RULE 15
INSTALLATION BY APPLICANT

1. PARTIES

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

The Parties to this Contract are:

("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 of 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: (T)

(Hereinafter referred to as "Project")

3. AGREEMENT

3.1 Responsibilities of Applicant

Construction

Applicant shall install in accordance with SCE's specifications the Distribution Line Extension to serve the Project, pursuant to Rule 15, Section G, Applicant Installation Options, subject to the terms of this Contract and in accordance with the Terms and Conditions Agreement for Installation of Distribution Line Extension by Applicant, dated _____, ____, a copy of which is attached hereto as Appendix B and made a part of this Contract. Applicant will install only those facilities that, in SCE's judgement, will be used within a reasonable time to serve permanent loads.

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

- o Submit Applicant's Contract Anticipated Costs, which are subject to refund, to perform the work normally provided by SCE, on a form provided by SCE (Form 14-754) in accordance with Rule 15, Section G.1.b; (N)
- o Perform route clearing, tree trimming, trenching, excavating, and backfilling and compacting; |
- o Furnish imported backfill material and dispose of trench spoil as required; (N)
- o Furnish, install and transfer ownership to SCE any substructures, conduit, and protective structures required; (T)
- 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 costs thereof. (T)

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. SCE's estimated value for items, such as trenching, conduit, excavation, back-fill, sub-structures, and protective barriers, shall be used as the basis for calculating the amount of the ITCC advanced to SCE. (N)
|
(N)

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 own, operate, and maintain the Distribution Line Extension to serve the Project.

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 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 an ownership charge 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"). Monthly ownership charges are calculated by multiplying the base times the SCE-financed added facilities percentage in Rule 2. 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.

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 loads actually installed.

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) 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 (2) 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 _____.

3.19 Certification

Applicant certifies that its contract anticipated costs, which are subject to refund, to perform the work normally provided by SCE, as submitted to SCE on Form 14-754 for the execution of this Contract, are true and accurate to the best knowledge of the Applicant.

(N)
|
|
|
(N)

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: _____

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

MAILING ADDRESS: _____

TELEPHONE: _____

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: _____

DATE SCE FIRST READY TO SERVE: _____

WORK ORDER NO. _____

ASSOCIATED WORK ORDER NOS. _____

June 22, 2004

California Public Utilities Commission
505 Van Ness Avenue, Room 4005
San Francisco, CA 94102

Attn: Jerry Royer
Energy Division

Re: Substitute Sheets for Advice 1705-E-C

Dear Mr. Royer:

Enclosed are an original and six copies of Attachment A and substitute Sheet Nos. 35669-E* and 36466-E*¹ for Advice 1705-E-C. The enclosed substitute sheets are necessary to make minor textual changes pursuant to conversations with the Commission's Energy Division staff. SCE's *Applicant's Installation Option and Statement of Applicant's Contract Anticipated Costs*, Form 14-754 and SCE's *Rule 15 Refundable/Discount Option Estimate, Extension of Electric Distribution Line, Installation by Applicant, Appendix A*, Form 14-761 have been modified accordingly.

Please replace the enclosed sheets in your master Advice Letter 1705-E-C file and distribute to the appropriate people reviewing this filing. If you have any questions, please contact Dara Morgan at (626) 302-2086.

Sincerely,

Enclosures
1705-E-C Sub.doc

copy: Werner Blumer, CPUC
GO 96-A Service List
R.02-03-050 Service List

¹ Asterisk denotes a substitute sheet.



An EDISON INTERNATIONAL Company

Lisa Vellanoweth
Manager of Tariffs

September 1, 2004

California Public Utilities Commission
505 Van Ness Avenue, Room 4005
San Francisco, CA 94102

Attn: Jerry Royer
Energy Division

Re: Substitute Sheets for Advice 1705-E-C

Dear Mr. Royer:

Enclosed are an original and six copies of Attachment A and substitute Sheet Nos. 33606-E* and 33607-E*¹ for Advice 1705-E-C. The enclosed substitute sheets are necessary to include all appropriate approved language, due to advice letters becoming effective out of order and correcting the canceling sheet numbers.

Please replace the enclosed sheets in your master Advice Letter 1705-E-C file and distribute to the appropriate people reviewing this filing. If you have any questions, please contact Ruby Galvan at (626) 302-2010.

Sincerely,

Enclosures
1705-E-C1Sub.doc

copy: Werner Blumer, CPUC
GO 96-A Service List
R.02-03-050 Service List

¹ Asterisk denotes a substitute sheet.