

City of Industry Application Process for Extension of Electric Distribution Line & Service

A Step-by-Step Guide

Welcome to the Industry Public Utilities Commission (IPUC). We look forward to helping you – and making sure your required paperwork goes smoothly.

Step 1: Contact the Industry Public Utilities Commission (IPUC)

Contact the IPUC to discuss your proposal and the application required. A copy of the IPUC Application and Agreements can be found on the City of Industry website at:

<http://www.cityofindustry.org/city-hall/departments/industry-public-utilities>

Step 2: Obtain Application

Download the application from the City of Industry website:

<http://www.cityofindustry.org/city-hall/departments/industry-public-utilities/electric>

Request an application by phone with ENCO Utility Services.

ENCO Customer Service: (877) 811-8700

Step 3: Fill Out Plan Application

Please make sure you have completed all sections of the application prior to moving on to next step. Incomplete applications will not be accepted.

Step 4: Submit Completed Application to IPUC

Submit the completed application to the IPUC for approval. Your project will be assigned to a Project Manager who will be the main contact. Within 30 days the IPUC will determine the completeness of the application and deposit necessary to move forward.

Step 5: Preliminary Design

Upon the IPUC acceptance of a complete application, the IPUC will develop a preliminary design within 30 days, including a project cost breakdown.

Step 6: Meeting between IPUC and Applicant

Meeting to discuss design and any necessary changes.

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Step 7: Final Design

IPUC and applicant to meet for final review prior to finalizing the electric design.

Applicant to review and return back within 5 days.

Step 8: Public Hearing Scheduled (If Needed)

If needed, the IPUC staff will schedule a public hearing with the IPUC.

Step 9: Public Hearing

IPUC Action determined.

Step 10: Approval

IPUC Staff to inform the applicant of the IPUC decision and conditions of the approval.

**CONTRACT FOR EXTENSION OF ELCTRIC DISTRIBUTION LINE RULE 15/CONTRACT
FOR SERVICE EXTENSIONS RULE 16**

1. PARTIES

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

_____.

The Applicants to this Contract are:

("Applicant")

and the Industry Public Utility ("IPU"). Applicant and IPU are referred to individually as "Party" and collectively as "Parties".

2. RECITALS

Applicant has requested IPU pursuant to IPU's Rule 15 and Rule 16, Distribution Line Extensions and Service Extensions, attached hereto as Exhibit "A," to install an electric Distribution Line Extension to the location or locations described as follows:

(Hereinafter referred to as "Project")

3. AGREEMENT

3.1 Responsibilities of Applicant

Construction

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

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

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

Rights of Way

Applicant hereby grants to IPU 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 IPU for installation of facilities on or over Applicant's property, or the property of others, Applicant understands and agrees that IPU 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 IPU, are granted to or obtained for IPU without cost to or condemnation by IPU.

Payments

Unless otherwise approved by the Industry Public Utilities Commission, Applicant shall pay in advance, before the start of construction, the non-refundable amount of estimated cost of Distribution Line Extension and/ or Service Extension. This includes the costs for substructures and conduits which IPU 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 IPU.

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

3.2 Responsibilities of Applicant

Construction

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

3.3 Ownership of Facilities

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

Service Facilities

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

3.4 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.

3.5 Delays in Construction

Force Majeure. IPU shall not be responsible for any delay in the installation or completion of the facilities by IPU resulting from the late performance of Applicant's responsibilities under this Contract, shortage of labor or material and long lead time of equipment as a result, strike, labor disturbance, war, riot, weather conditions, pandemic, 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 IPU.

Resources. IPU 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 IPU's control.

Contract Revision. If Applicant does not commence installation of any facilities which are Applicant's responsibility or IPU 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, IPU may, in its discretion, revise its cost estimate and recalculate the amounts set forth herein. IPU will notify Applicant of such increased costs and give the option to either terminate this Contract or pay IPU the additional charges.

3.6 Contract Termination

If at any time during the term of this Contract, IPU 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 IPU for its expenses covering any engineering, surveying, right of way acquisition and other associated work incurred by IPU.

3.7 Indemnification

Applicant shall, at its own cost, defend, indemnify, and hold harmless IPU, 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.

3.8 Assignment of Contract

Applicant may assign this Contract, in whole or in part, only if IPU 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.

3.9 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.

3.10 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 IPU and extend for one (1) year. Should the work develop defects during that period, IPU, 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 IPU, shall promptly correct, to IPU's satisfaction and that of any governmental agency having jurisdiction, any breach of any warranty.

3.11 Contract Effective Date

This Contract shall not be effective unless it is (1) executed and delivered by Applicant to IPU together with payment required(unless agreed to pay under a special rate) hereunder within ninety (90) days of the date in Paragraph 1 of this Contract and (2) accepted by IPU. This Contract shall then be effective on the date executed by IPU and shall take effect without further notice to applicant.

3.12 Commission Jurisdiction

This Contract is subject to the applicable provisions of IPU's tariffs, including Rule 15 and Rule 16, filed and authorized by the Industry Public Utilities Commission.

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

3.13 Completion Date

The completion date requested by Applicant is _____

4. SIGNATURE CLAUSE

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

APPLICANT(S)

CORPORATION, PARTNERSHIP, OR DBA: _____

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:

INDUSTRY PUBLIC UTILITY :

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

DATE EXECUTED: _____

DATE IPU FIRST READY TO SERVE: _____

WORK ORDER NO.: _____

ASSOCIATED WORK ORDER NOS.: _____