

21760 OTTAWA ROAD

P. O. BOX 7005

APPLE VALLEY, CA 92307-7005

Canceling REVISED Cal. P.U.C. Sheet No.

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210-W, 211-W, 212-W

FORM NO. 5 - Page 1 of 4

MAIN EXTENSION CONTRACT

SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS, COMMERCIAL BUILDINGS, OR SHOPPING CENTERS

(N)

(N)

JOB #: 410XXXXX

(N)

UTILITY: Name: Apple Valley Ranchos Water Co. Address: P.O. Box 7005, Apple Valley, CA 92307

(N)

APPLICANT: Name: Address: City, State Zip

PRELIMINARY STATEMENT: This contract is entered into pursuant to the requirements of and in accordance with the various applicable provisions of the Utility's Main Extension Rule...

PURPOSE OF CONTRACT: Applicant hereby applies for a water main extension. The facilities or work described in attached Exhibit B shall be installed or performed by Utility...

Main Extension for

Located at

[Job Name]

[description of location - between x and y streets]

Utility agrees that it will, as soon as necessary materials and labor are available, and necessary permits, franchises, licenses or other governmental authorizations have been obtained...

(N)

(continued)

(To be inserted by utility)

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

Advice No. 140-W LEIGH K. JORDAN Name

Date Filed FEB - 5 2007

Dec. No. EXECUTIVE VICE PRESIDENT Title

Effective AUG 23 2007

Resolution No. W 4 6 5 5

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MAIN EXTENSION CONTRACT

(N)
(N)

FACILITIES TO BE INSTALLED:

(N)

1. Subject to Refund (Section C.2)

a) Distribution System (Applicable – Non Applicable)

Applicant shall advance the amount of \$ _____ to cover the cost of distribution facilities or work performed described in Exhibit B pursuant to Section C.1.a. of Rule No. 15 which amounts includes \$ _____ which has already been deposited pursuant to Section A5.b. of Rule No. 15, before construction of the main extension is commenced, subject to revision of the amount advanced pursuant to Section A.6.e. of Rule. Applicant agrees to pay the cost of installed facilities described in Exhibit C, pursuant to Section C.1.c. of Rule. The portion of such cost to be treated as an Advance Subject To Refund shall not exceed \$ _____.

b) Special Facilities (Applicable – Non Applicable)

Applicant shall advance the estimated cost of special facilities (other than fire protection) described in Exhibit B pursuant to Section C.1.b. of Rule 15, which is \$ _____, or pay the cost of special facilities, described in Exhibit C, installed pursuant to Section C.1.c. of Rule 15, the amount of such cost to be treated as an advance subject to refund not to exceed \$ _____, and transfer good title to said facilities to utility. Either amount is to be refunded pursuant to Section C.2.c. of Rule 15. The number of lots or living units to be served by these special facilities shall be considered to be _____.

c) Supply Facilities Fee (Applicable - Non Applicable)

Applicant shall advance the amount of \$ _____ the cost of supply facilities fee described in Exhibit B pursuant to Section C.1.e. of Rule. This amount is for _____ 5/8" Meter Equivalents, which is spread over _____ parcels.

d) Supplemental Water Acquisition Fee (Applicable - Non Applicable) (Option 1 – Option 2)

Applicant shall advance the amount of \$ _____, the cost of supplemental water acquisition fee described in Exhibit B pursuant to Section C.1.f. of Rule, paid prior to completion of the project according to Option 1. This amount is for _____ residential lots and commercial, industrial, or other meters with _____ average residential water use equivalents based on the water use of a similar business or facility. If Applicant elects to pay the fee under Option 2, a separate Main Extension Contract For Supplemental Water Acquisition Fee Paid Under Option 2 must be executed.

2) Not Subject to Refund

a) Fire Protection (Applicable - Non Applicable)

If the distribution system is designed to meet fire flow requirements in excess of the minimum fire flow contained in Section VIII 1(a) in CPUC General Order No. 103, as ordered by Decision No. 82-04-089 dated April 21, 1982, Applicant shall pay, as a contribution in aid of construction pursuant to Section D.2 of Rule, the increase in cost of the distribution mains necessary to meet such higher fire flow requirements. The amount of such cost, included in either Exhibit B or Exhibit C, is \$ _____.

(N)

(continued)

(To be inserted by utility)

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

Advice No. 140-W LEIGH K. JORDAN
Name

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Dec. No. _____ EXECUTIVE VICE PRESIDENT
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Resolution No. W 4 6 5 5

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MAIN EXTENSION CONTRACT
(continued)

(N)
(N)

If private fire protection services or other facilities are included in the distribution system for which the customer is responsible for the cost and which Utility will own pursuant to Rule 16 – Service Connections, Meters and Customer’s Facilities, Applicant shall pay, as a contribution in aid of construction, the cost of those facilities. The amount of such cost, included in either Exhibit B or Exhibit C, is \$ _____.

(N)

b) Special Facilities (Applicable - Non-Applicable)

If facilities other than mains or hydrants are required to provide supply, pressure, or storage primarily for fire protection service, or portion of such facilities allocated in proportion to the capacity designed for fire protection purposes, Applicant shall pay, as a contribution in aid of construction pursuant to Section D.3 of Rule 15, the estimated or allocated cost of special facilities primarily required to provide fire protection service, which is \$ _____.

c) Plant Facilities (Applicable - Non Applicable)

Pursuant to Section C.1.d. of Rule, if, in the opinion of the utility it appears that a proposed main extension will not, within a reasonable period, develop sufficient revenue to make the extension self-supporting, or if for some other reason it appears to the utility that a main extension contract would place an excessive burden on customers, the utility may require nonrefundable contributions of plant facilities from developers in lieu of an advance subject to refund. Applicant agrees to contribute the amount of \$ _____ to cover the cost of facilities described in said Exhibit B before construction of the main extension is commenced, subject to revision of the amount advanced pursuant to Section A.6.e. of Rule. Applicant agrees to pay the cost of installed facilities described in Exhibit C, pursuant to Section C.1.c. of Rule, such cost to be treated as a contribution.

REFUNDS: The amount Advanced Subject to Refund shall be refunded pursuant to Section C.2. of Rule. until Applicant shall notify Utility in writing to the contrary, all refunds hereunder shall be paid by Utility to Applicant.

ADJUSTMENT TO COST AND UTILITY'S RIGHT TO OFFSET: Amounts advanced or contributed are subject to adjustment pursuant to Section A.6.e. of Rule and Utility shall have the right to offset against any refunds payable hereunder, the amount of any indebtedness then due or owing by Applicant to Utility.

(N)

(continued)

(To be inserted by utility)

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

Advice No. 140-W

LEIGH K. JORDAN
Name

Date Filed FEB - 5 2007

Dec. No.

EXECUTIVE VICE PRESIDENT
Title

Effective AUG 23 2007

Resolution No. W 4 655

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P. O. BOX 7005

APPLE VALLEY, CA 92307-7005

Canceling

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Cal. P.U.C. Sheet No.

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MAIN EXTENSION CONTRACT

(N)
(N)

(continued)

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

(N)

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

JURISDICTION OF PUBLIC UTILITIES COMMISSION: This Contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California or as said Commission may, from time to time, direct in the exercise of its jurisdiction.

The effective of this Contract shall be _____
(Date)

SIGNATURE PAGE:

Dated: _____, 20__

By: _____
Authorized Representative of
Apple Valley Ranchos Water Company

Title: _____

Dated: _____, 20__

By: _____
Authorized Representative of Applicant

Title: _____

(N)

(To be inserted by utility)

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

Advice No. 140-W LEIGH K. JORDAN
Name

Date Filed FEB - 5 2007

Dec. No. _____ EXECUTIVE VICE PRESIDENT
Title

Effective AUG 23 2007
Resolution No. W 4655