

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

715



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
April 26, 2012

SUBJECT: Mead Valley Library – Southern California Edison Contract for Extension of Electric Distribution Line – Rule 15

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to execute the attached Contract For Extension of Electric Distribution Line – Rule 15, between Southern California Edison and the County of Riverside for a net refund amount of \$4,690.

BACKGROUND: On June 28, 2011, the Board of Directors awarded construction of the Mead Valley Library Project to Stronghold Engineering Inc.

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:

SOURCE OF FUNDS: I-215 Corridor Redevelopment Project Area Capital Improvement Funds – Mead Valley Sub-Area (previously approved budget)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS OF THE SUCCESSOR AGENCY TO
THE REDEVELOPMENT AGENCY**

On motion of Supervisor Tavaglione, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: May 8, 2012
xc: RDA, EDA, Auditor

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 4.11 of 6/28/11

District: 1 / 1

Agenda Number

4.2

FORM APPROVED COUNTY COUNSEL
 BY:
 DATE: 4/17/12
 Department: SAMUEL WANG

Policy Policy
 Consent Consent
 Dept's Recomm.: Per Exec. Ofc.:

Successor Agency to the Redevelopment Agency
Mead Valley Library – Southern California Edison Contract for Extension of Electric Distribution Line
– Rule 15
April 26, 2012
Page 2

BACKGROUND:

On November 10, 2011, the Redevelopment Agency for the County of Riverside, processed an invoice from Southern California Edison (SCE) in the amount of \$47,062 for the installation of a new commercial services request for this project, which includes the installation and maintenance of the extension of a primary electric distribution line.

Due to a redesign of the primary distribution line, it was determined that the length of the cabling would be much shorter along with the elimination of a structure (pull box). With less cable required for connection to the transformer and loss of structure, the cost for this request is now \$42,372. This change created a refund to the County in the amount of \$4,690 and hence required a "Contract for Extension of Electric Distribution Line – Rule 15" to be executed. This contract is reflected on the Initial Recognized Obligation Schedule prepared by the Successor Agency staff.

Staff recommends that the Board approve the new "Contract for Extension of Electric Distribution Line – Rule 15, between Southern California Edison and the County of Riverside and accept the refund amount of \$4,690.

Attached:

- Southern California Edison Contract For Extension of Electric Distribution Line - Rule 15



WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

March 8, 2012

Redevelopment Agency County of Riverside
Attention: Gloria Perez
3403 10th St., Ste. 400
Riverside, CA 92501

Subject: SCE Project Number: 6277-2340; 02081 (SAP#: 579415)
Project Location: 21580 Oakwood St., Mead Valley, CA 92570

Thank you for the opportunity to assist you with your electrical needs. The information provided below indicates requirements needed to complete your project. Please read and follow the directions so that your project may be completed in a timely manner.

- Enclosed are two copies of our invoice. A refund will follow after receiving all completed forms.
- Please return all applications and/or agreements fully completed.
- An Edison Inspector must approve all underground systems. Call (559) 685-3275 prior to construction.
- Call the Edison Company at (800) 655-4555 to make applications for electrical service.
- Final electrical inspection from the Local Governmental Building and Safety Department must be received before we can energize your service.
- Enclosed are your two options (Refundable and Discount). Please sign both documents in the appropriate areas and return.

Please return the documents and/or payment in the enclosed self-addressed envelope. After receipt of the required documents, your project will be scheduled for construction. If you have any questions, feel free to call me at (951) 312-7951 or (951) 928-8236.

Sincerely,

A handwritten signature in black ink that reads "Steve Matsen" followed by a stylized flourish.

Steve Matsen
Customer Service Planner

3/8/2012

APPENDIX A - DISCOUNT OPTION
ELECTRIC LINE EXTENSION AGREEMENT

LOC. W.O. A.I. LINE EXTENSION JOB # 579415

1. SCE RULE 16 COST TO SERV			
(A) SCE RULE 16 COST TO SERVE			\$32,018.71
(B) LESS APPLICANT ALLOWANCES			\$0.00
(C) EXCESS RULE 16 COST TO SERVE (LINE 5. (A))			\$32,018.71
(D) EXCESS ALLOWANCES TO (LINE 2.)			\$0.00
SCE COST TO SERVE RULE 15			
(E) OVERHEAD	0 FEET X	\$0.00 UNIT COST	\$0.00
(F) UNDERGROUND	0 FEET X	\$0.00 UNIT COST	\$0.00
(G) PROJECT SPECIFIC (IF 2X UNIT COST OR COMPETITIVE BID)			\$4,295.70
(H) TOTAL SCE RULE 15 COST TO SERVE			\$4,295.70
2. APPLICANT ALLOWANCES (FROM LINE 1. (D))			\$0.00
3. REFUNDABLE:			
(A) SCE RULE 15 COST TO SERVE (LINE 1. (H))			\$4,295.70
(B) PLUS ESTIMATED VALUE OF STRUCTURES			\$0.00
(C) SUBTOTAL (LINE 3. (A) + 3. (B))			\$4,295.70
(D) LESS ALLOWANCE (LINE 2)			\$0.00
(E) REFUNDABLE AMOUNT (LINE 3. (C) - 3. (D))			\$4,295.70
(F) PLUS REFUNDABLE ITCC* ON LINE 3. (E)			\$945.06
(G) TOTAL AMOUNT (LINE 3. (E) + 3. (F))			\$5,240.76
4. PAYMENT OPTION SELECTED: DISCOUNT HAS CHOSEN:			
(A) NON-REFUNDABLE DISCOUNT OPTION: 50 %			
1)		50 % OF LINE 3G.	\$2,620.38
2)		VALUE OF STRUCTURES:	\$0.00
3)		NON-REFUNDABLE PAYMENT:	\$2,620.38
4)		AMOUNT DUE APPLICANT:	\$0.00
5. OTHER NON-REFUNDABLE ADVANCE & CREDITS			
(A) OTHER NON-REFUNDABLE CHARGES (RULE 16, FLAT RATE, INSPECTION, R/W, ETC.)			\$32,238.71
(B) ITCC* ON OTHER NON-REFUNDABLE			\$7,092.52
(C) ITCC* ON APPLICANT FURNISHED FACILITIES.			\$420.16
(D) INSTALLED COST OF SUBSTRUCTURES BY SCE			\$0.00
(E) LESS APPLICANT DESIGN OR REIMBURSABLE CREDITS			\$0.00
(F) TOTAL NON-REFUNDABLE (LINE 5. (A) THRU 5. (D) - 5. (E))			\$39,751.39
(G) TOTAL CREDITS (LINE 5. (E) - 5. (A) THRU 5. (D))			\$0.00
6. AMOUNT TO BE PAID BY APPLICANT TO SCE			\$42,371.77
7. AMOUNT TO BE REFUNDED TO APPLICANT UPON FULFILLMENT OF ALL CONTRACTUAL OBLIGATIONS			\$0.00

ATTEST:
 KECIA HARPER-JHEM, Clerk
 By *[Signature]*
 DEPUTY

[Signature]
 John Tavaglione, Chairman
 Board of Supervisor

HAS NOT CHOSEN: SIGN _____

* INCOME TAX COMPONENT OF CONTRIBUTION



**SOUTHERN CALIFORNIA
EDISON**

An EDISON INTERNATIONAL Company
Southern California Edison Company
26100 MENIFEE ROAD
MENIFEE CA 92585

REDEVELOPMENT AGENCY CO OF RIV
3403 10TH ST STE 400
RIVERSIDE CA 92501 3658

Invoice #	115486
Invoice Date:	03/08/2012
SCE Contact:	Steven W Matsen
Telephone:	(951)-312-7951
Install - Billing Option:	SCE INSTALL - DISCOUNT

Description	Amount
Service Request Number: 1435365 Project: TD579415 - INSTALL NEW COMMERCIAL SERVICE FOR MEAD 21580 OAKWOOD ST MEAD VALLEY CA 92570	
Item # 122666 Product: 579415 - LINE EXTENSION Design # 369391 MEAD VALLEY LIBRARY	\$42,371.77
<p>PREVIOUS PAYMENT RECEIVED ON TD553887 \$47,061.72 IF DISCOUNT OPTION CHOSEN REFUND IS: \$4,689.95</p>	
<p>Previous Payment</p> <ul style="list-style-type: none"> * Enclosed are 2 copies of our invoice. Please return 1 copy of the invoice with your payment * Final electrical inspection from the local governmental building and safety department must be received before we can energize your service. * If a street light work order is associated with this project, contracts for that project will be enclosed. * Enclosed are copies of refundable and discount option appendices. Please select one option, sign both copies (one as selected, the other as not selected) and return with your payment. * All Prices are applicable for a period of 90 days from this date and are subject to change thereafter. * Please return all applications and/or contracts fully completed. * Easement documents will be mailed directly to you from our Right of Way department. Please complete and return them as soon as possible, as we will not be able to proceed with the project without clearance * An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection. * Call the Edison company at 1-800-655-4555 to make application for electrical service. 	
Invoice Total	\$42,371.77

Please detach and return payment stub with payment

**Payment
Stub**

Invoice #: 115486

REDEVELOPMENT AGENCY CO OF RIV
3403 10TH ST STE 400
RIVERSIDE CA 92501 3658

Please pay total amount now due:

~~\$42,371.77~~

Thank you for paying promptly

Make check payable to Southern California
Edison
26100 MENIFEE ROAD
MENIFEE CA 92585



EDISON
An EDISON INTERNATIONAL Company
Southern California Edison Company
26100 MENIFEE ROAD
MENIFEE CA 92585

REDEVELOPMENT AGENCY CO OF RIV
3403 10TH ST STE 400
RIVERSIDE CA 92501 3658

Invoice # 115486

Invoice Date: 03/08/2012

SCE Contact: Steven W Matsen

Telephone: (951)-312-7951

Install - Billing Option: SCE INSTALL - DISCOUNT

Description	Amount
Service Request Number: 1435365 Project: TD579415 - INSTALL NEW COMMERCIAL SERVICE FOR MEAD 21580 OAKWOOD ST MEAD VALLEY CA 92570	
Item # 122666 Product: 579415 - LINE EXTENSION Design # 369391 MEAD VALLEY LIBRARY	\$42,371.77
Invoice Total	
<u>\$42,371.77</u>	

**PREVIOUS PAYMENT RECEIVED ON TD553887
\$47,061.72
IF DISCOUNT OPTION CHOSEN REFUND IS:
\$4,689.95**

Previous Payment

- * Enclosed are 2 copies of our invoice. Please return 1 copy of the invoice with your payment
- * Final electrical inspection from the local governmental building and safety department must be received before we can energize your service.
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Please detach and return payment stub with payment

Payment Stub

Invoice #: 115486

REDEVELOPMENT AGENCY CO OF RIV
3403 10TH ST STE 400
RIVERSIDE CA 92501 3658

Please pay total amount now due: ~~\$42,371.77~~

Thank you for paying promptly
Make check payable to Southern California Edison
26100 MENIFEE ROAD
MENIFEE CA 92585

03/08/2012

APPENDIX A - REFUNDABLE OPTION
ELECTRIC LINE EXTENSION AGREEMENT

LOC. W.O. A.I. LINE EXTENSION JOB # 579415

1. SCE RULE 16 COST TO SERVE			
(A) SCE RULE 16 COST TO SERVE			\$32,018.71
(B) LESS APPLICANT ALLOWNACES			\$0.00
(C) EXCESS RULE 16 COST TO (LINE 5. (A))			\$32,018.71
(D) EXCESS ALLOWANCES TO (LINE 2.)			\$0.00

SCE COST TO SERVE RULE 15			
(E) OVERHEAD	0 FEET X	\$.00 UNIT COST	\$.00
(F) UNDERGROUND	0 FEET X	\$.00 UNIT COST	\$.00
(G) PROJECT SPECIFIC (IF 2X UNIT COST OR COMPETITIVE BID)			\$4,295.70
(H) TOTAL SCE RULE 15 COST TO SERVE			\$4,295.70

2. APPLICANT ALLOWANCES (FROM LINE 1. (D)) \$0.00

3. REFUNDABLE :			
(A) SCE RULE 15 COST TO SERVE (LINE 1. (H))			\$4,295.70
(B) PLUS ESTIMATED VALUE OF STRUCTURES			\$0.00
(C) SUBTOTAL (LINE 3 . (A) + 3 . (B))			\$4,295.70
(D) LESS ALLOWANCE (LINE 2)			\$0.00
(E) REFUNDABLE AMOUNT (LINE 3 . (C) - 3 . (D))			\$4,295.70
(F) PLUS REFUNDABLE ITCC* ON LINE 3. (E)			\$945.06
(G) TOTAL AMOUNT (LINE 3 . (E) + 3 . (F))			\$5,240.76

4. PAYMENT OPTION SELECTED :	REFUNDABLE HAS CHOSEN :	SIGN _____	
(A) REFUNDABLE OPTION :	LINE 3 . (G)		\$5,240.76
1)	VALUE OF STRUCTURES :		\$0.00
2)	REFUNDABLE PAYMENT :		\$5,240.76
3)	AMOUNT SUBJECT TO REFUND/CREDIT		\$5,240.76

5. OTHER NON-REFUNDABLE ADVANCES & CREDITS			
(A) OTHER NON-REFUNDABLE CHARGES (RULE 16 , FLAT RATE , INSPECTION , R/W , ETC .)			\$32,238.71
(B) ITCC* ON OTHER NON-REFUNDABLE			\$7,092.52
(C) ITCC* ON APPLICANT FURNISHED FACILITIES			\$420.16
(D) INSTALLED COST OF SUBSTRUCTURE BY SCE			\$0.00
(E) LESS APPLICANT DESIGN OR REIMBURSABLE CREDITS			\$0.00
(F) TOTAL NON-REFUNDABLE (LINE 5 . (A) THRU 5 . (D) - 5 . (E))			\$39,751.39
(G) TOTAL CREDITS (LINE 5 . (E) - 5 . (A) THRU 5 . (D))			\$0.00

6. AMOUNT TO BE PAID BY APPLICANT TO SCE \$44,992.15

7. AMOUNT TO BE REFUNDED TO APPLICANT UPON FULFILLMENT OF ALL CONTRACTUAL OBLIGATIONS \$0.00

HAS NOT CHOSEN : SIGN _____

* INCOME TAX COMPONENT OF CONTRIBUTION

[Handwritten Signature]
John Tavaglione, Chairman
Board of Supervisor

ATTEST:
KECIA HARPER-IHEM, Clerk
By *[Handwritten Signature]*
DEPUTY



**SOUTHERN CALIFORNIA
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SCE Contact:	Steven W Matsen
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Install - Billing Option:	SCE INSTALL - REFUNDABLE

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Item # 122666 Product: 579415 - LINE EXTENSION Design # 369391 MEAD VALLEY LIBRARY	\$44,992.15
PREVIOUS PAYMENT RECEIVED ON TD553887 \$47,061.72 IF REFUNDALBE OPTION CHOSEN REFUND IS: \$2,069.57	
Previous Payment * Enclosed are 2 copies of our invoice. Please return 1 copy of the invoice with your payment * Final electrical inspection from the local governmental building and safety department must be received before we can energize your service. * If a street light work order is associated with this project, contracts for that project will be enclosed. * Enclosed are copies of refundable and discount option appendices. Please select one option, sign both copies (one as selected, the other as not selected) and return with your payment. * All Prices are applicable for a period of 90 days from this date and are subject to change thereafter. * Please return all applications and/or contracts fully completed. * Easement documents will be mailed directly to you from our Right of Way department. Please complete and return them as soon as possible, as we will not be able to proceed with the project without clearance * An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection. * Call the Edison company at 1-800-655-4555 to make application for electrical service.	
Invoice Total	\$44,992.15

Please detach and return payment stub with payment

**Payment
Stub**

Please pay total amount now due:

~~\$44,992.15~~

Invoice #: 115486

REDEVELOPMENT AGENCY CO OF RIV
3403 10TH ST STE 400
RIVERSIDE CA 92501 3658

Thank you for paying promptly
Make check payable to Southern California
Edison
26100 MENIFEE ROAD
MENIFEE CA 92585



**SOUTHERN CALIFORNIA
EDISON**
An EDISON INTERNATIONAL Company
Southern California Edison Company
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MENIFEE CA 92585

REDEVELOPMENT AGENCY CO OF RIV
3403 10TH ST STE 400
RIVERSIDE CA 92501 3658

Invoice #	115486
Invoice Date:	03/08/2012
SCE Contact:	Steven W Matsen
Telephone:	(951)-312-7951
Install - Billing Option:	SCE INSTALL - REFUNDABLE

Description	Amount
Service Request Number: 1435365 Project: TD579415 - INSTALL NEW COMMERCIAL SERVICE FOR MEAD 21580 OAKWOOD ST MEAD VALLEY CA 92570	
Item # 122666 Product: 579415 - LINE EXTENSION Design # 369391 MEAD VALLEY LIBRARY	\$44,992.15

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- * Call the Edison company at 1-800-655-4555 to make application for electrical service.

Invoice Total ~~\$44,992.15~~

Please detach and return payment stub with payment

**Payment
Stub**

Please pay total amount now due: ~~\$44,992.15~~

Invoice #: 115486

REDEVELOPMENT AGENCY CO OF RIV
3403 10TH ST STE 400
RIVERSIDE CA 92501 3658

Thank you for paying promptly
Make check payable to Southern California
Edison
26100 MENIFEE ROAD
MENIFEE CA 92585

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

Applicant: COUNTY OF RIVERSIDE
Work Order Number: 6277-2340; 02081/ TD579415
Project Specific Location: 21580 OAKWOOD ST. MEAD VALLEY, CA 92570

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: _____

JOHN TAVAGLIONE, CHAIRMAN
BOARD OF SUPERVISOR

Applicant's printed name: _____

Date: 5-8-12

ATTEST:

KECIA HARPER-IHEM, Clerk

By Yvonne Canaw
DEPUTY

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

CONTRACT FOR EXTENSION OF ELECTRIC DISTRIBUTION LINE
RULE 15

1. PARTIES

This Contract for Extension of Electric Distribution Line ("Contract") is issued this 08 day of March 2012

The Parties to this Contract are:

COUNTY OF RIVERSIDE (Applicant)

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

2. RECITALS

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

21580 OAKWOOD ST MEAD VALLEY CA 92570

(Hereinafter referred to as "Project")

3. AGREEMENT

3.1 Responsibilities of Applicant

Construction

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

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

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

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 customers 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 customers 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 from the date SCE is first ready to serve. Such review shall determine if additional net revenue justifies refunds to Applicant.

Unsupported Distribution Line Extension Cost. When any portion of a refundable amount has not qualified for a refund at the end of twelve (12) months from the date SCE is first ready to serve, Applicant will pay to SCE 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.

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

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: Martin Gutierrez

SIGNATURE: _____

TITLE: District manager

DATE EXECUTED: _____

DATE SCE FIRST READY TO SERVE: _____

PROJECT NO :503744

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: G. A. Grant

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: May 8th 09 **Agenda #** 4.2-4.3.

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____