

See attached Form 16

(TO BE INSERTED BY UTILITY)

ISSUED BY

(TO BE INSERTED BY C.P.U.C.)

ADVICE LETTER NO. 725

D. P. STEPHENSON

DATE FILED JAN 29 2009

NAME

EFFECTIVE FEB 17 2009

DECISION NO. _____

MGR - RATES & REGULATION

RESOLUTION NO. _____

TITLE



**CALIFORNIA
AMERICAN WATER**

**Form No. 16
Main Extension Contract**

Utility California-American Water Company **District:** Select District
303 H Street, Suite 250
Chula Vista, CA 91910

Applicant Enter Applicant Name
Enter Applicant Address
Enter Applicant City, State and ZIP Code

Preliminary Statement

This contract is entered into pursuant to the requirements of and in accordance with the various applicable provisions of Utility's Main Extension Rule (hereinafter referred to as the "Rule") in effect and on file with the California Public Utilities Commission ("CPUC") , a copy of which is attached hereto and made a part hereof. This contract does not require specific authorization of CPUC to carry out the contract terms and conditions.

Purpose of Contract

Applicant hereby applies for a water main extension. The facilities described in attached Exhibit B shall be installed by Utility and those described in Exhibit C installed by Applicant and conveyed to the Utility. Such facilities will be used for the purpose of furnishing public utility water service to that certain property delineated on the map attached as Exhibit A and known as Enter Development Name. 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, commence and prosecute to completion with all reasonable diligence, the work of installing the Facilities, and when complete and accepted, will provide utility service in accordance with Utility's tariffs.

Facilities to be Installed

Subject to Refund (Section C.2.)

Distribution System (Applicable Non-Applicable)

Applicant shall advance the amount of \$tt.00 to cover the cost of distribution facilities described in Exhibit B or C pursuant to Section C.1.a. or C.1.c. of Rule. This amount includes \$tt.00, which has been advanced pursuant to Section A.5.b. of Rule.

Special Facilities (Applicable Non-Applicable)

Applicant shall advance the estimated cost of special facilities (other than fire protection) described in Exhibit B or C pursuant to Section C.1.b. of Rule, which is \$tt.00. The number of lots and customers to be served by these special facilities shall be considered to be

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.

Not Subject to Refund

Fire Protection (Applicable Non-Applicable)

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. (continued, next page)

Fire Protection (continued)

of Rule, the increase in cost of the distribution mains necessary to meet such higher fire flow requirements. The amount of such cost is \$tt.00



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Special Facilities (Applicable Non-Applicable)

Applicant shall pay, as a contribution in aid of construction pursuant to Section D.3. of Rule, the estimated or allocated cost of special facilities primarily required to provide fire protection service, which is \$t.00.

Plant Facilities (Applicable Non-Applicable)

Applicant agrees to contribute the amount of \$t.00 to cover the cost of facilities described in said Exhibit B or C pursuant to Section C.1.d. of Rule, which amount includes \$t.00 which has already been deposited pursuant to Section A.5.b. of Rule, before construction of the main extension is commenced.

Adjustment to Cost and Utility's Right to Offset

Amounts advanced or contributed are subject to adjustment pursuant to Section A.6.e. of the 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.

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 or 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.

Successors and Assigns

The obligations of the Applicant shall be joint and several. This Contract shall bind and inure to the benefit of the heirs, representatives, executors, administrators, successors and/or assigns of the respective Parties hereto.

Jurisdiction of the 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 date of this Contract shall be

CALIFORNIA-AMERICAN WATER COMPANY

APPLICANT

By: _____

By: _____

Title: Enter Title of CAW Signer _____

Title: Enter Title of Applicant Signer _____

Date: _____

Date: _____