

ELECTRIC RULE 16 –SERVICE EXTENSIONS

APPLICABILITY: This rule is applicable to both (1) IPUC Service Facilities that extend from IPUC's Distribution Line facilities to the Service Delivery Point, and (2) service related equipment required of Applicant on Applicant's Premises to receive electric service.

A. GENERAL INFORMATION

1. SERVICE FACILITIES

IPUC Service Facilities shall consist of (a) primary or secondary underground or overhead service conductors, (b) poles to support overhead service conductors, (c) service transformers, (d) IPUC-owned metering equipment, and (e) other IPUC-owned service related equipment. All facilities installed under the provisions of this rule, shall be owned, operated, and maintained by the Utility.

2. DESIGN.

IPUC will be responsible for planning, designing, and engineering its Service Extensions using IPUC's standards for design, materials and construction.

3. SERVICE LOCATION.

a. Service Delivery Point: Where IPUC's Service Facilities are connected to either Applicant's conductors or other service termination facility designated and approved by IPUC. The Service Delivery Point will generally be at the secondary voltage level of the transformer.

b. Nearest Route: Service Facilities shall extend from the point of connection at the Distribution Line to Applicant's nearest property line abutting upon any street, road, or right-of-way, along which Utility already has or will install distribution facilities. Service Facilities on private property shall be installed along the shortest, most practical and available route (clear of obstructions) as necessary to reach a Service Delivery Point designated by IPUC.

c. Rights-of-Way or Easements: May be required by IPUC to install Service Facilities on Applicant's property to serve Applicant.

d. Underground/Overhead Underground Service Extensions shall be installed where required to comply with applicable laws and ordinances or similar requirements of governmental authorities. Overhead Service Extensions may be installed only where underground extensions are not required and at the sole discretion of IPUC

4. CONTRACTS.

Each Applicant requesting service may be required to execute a written contract(s) prior to IPUC performing its work to establish service. A template for the contract has been included as Appendix 1.

B. INSTALLATION RESPONSIBILITIES

1. **APPLICANT RESPONSIBILITY** In accordance with IPUC's design, specifications, and requirements for the installation of Service Extensions, subject to IPUC's inspection and approval, Applicant is responsible for:

a. **Improvements:**

i) Providing (or paying for) a route on property that is clear of obstructions which would inhibit the construction of either underground or overhead Service Extensions.

ii) All necessary excavation, digging, trenching, backfilling, pavement removal and restoration as may be required to extend service facilities

iii) Furnishing, installing (or paying for) all Conduits (including pull wires) and Substructures on Applicant's Premises. Conveying ownership to IPUC upon acceptance of those Conduits and Substructures.

c. **Electric Protective Devices:** If Applicant's electric service requires electric protective devices beyond that required for standard service connections, Applicant is responsible to furnish, install, own and maintain all necessary Protective Devices on Applicant's Premises as specified by IPUC.

d. **Space for Transformer** Applicant shall provide space on Applicant's Premises at a location approved by IPUC for a standard transformer installation including any necessary switches, capacitors, and electric protective equipment if IPUC determines that Applicant's load to be served is such that a separate transformer installation is required.

e. **Pad Mounted Equipment.** In IPUC's standard installation, Applicant shall furnish and install at its expense, Substructures and any required Protective Structures as specified by IPUC for the proper installation of the transformer, switches, capacitors, etc. as determined by IPUC.

f. **Liability.** IPUC shall incur no liability whatsoever, for any damage, loss or injury occasioned by:

i. Applicant-owned equipment or Applicant's transmission and delivery of energy or,

- ii. The negligence, omission of proper protective devices, want of proper care, or wrongful act of Applicant, or any agents, employees, or licensees of Applicant, on the part of Applicant in installing, maintaining, using, operating, or interfering with any such conductors, lines, machinery, or apparatus.

2. **IPUC RESPONSIBILITY** IPUC will furnish, install, own, and maintain the following Service Facilities as applicable after Applicant meets all requirements to receive service:

- a. **Service:** A set of service conductors to supply permanent service from the Distribution Line source to the Service Delivery Point approved by IPUC.
- b. **Meter:** The necessary metering equipment including instrument transformers, test facilities, meters, associated metering equipment and the metering enclosures.
- c. **Transformer:** The transformer including any necessary switches, capacitors, electrical protective equipment, etc. When either a padmounted or overhead transformer is installed on Applicant's Premises, the Service Extension shall include the primary conductors from the connection point at the distribution supply line to the transformer and the secondary conductors, if any, from the transformer to the Service Delivery Point.

C. COST RESPONSIBILITY

Except as otherwise, specifically provided in this Rule or as specified in a Contract between Applicant and IPUC, all costs, exclusive of metering, associated with a Service Extension shall be the responsibility of the Applicant. All metering related costs including the cost of the meter, telemetry, installation, etc., shall be paid for by IPUC.

**APPENDIX 1- CONTRACT FOR EXTENSION OF ELECTRIC
DISTRIBUTION LINE RULE 15/CONTRACT FOR SERVICE EXTENSIONS
RULE 16**

**CONTRACT FOR EXTENSION OF ELECTRIC 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 Parties to this Contract are:

("Applicant")

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

2. RECITALS

Applicant has requested IPUC, pursuant to IPUC's Rule 15 and Rule 16, Distribution Line Extensions and Service Extensions, 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 IPUC'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 IPUC 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 IPUC perform any part of this work, Applicant shall pay to IPUC, as specified herein and before the start of construction, IPUC's estimated-installed costs thereof.

Rights of Way

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

Payments

Applicant shall pay, before the start of construction, the non-refundable amounts as set forth in Appendix A to this Contract. This includes the costs for substructures and conduits which IPUC 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 IPUC.

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

3.2 Responsibilities of IPUC

Construction

IPUC shall install, own, operate, and maintain the Distribution Line Extension to serve the Project. IPUC will install only those facilities that, in IPUC'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 IPUC. Applicant does hereby agree that upon completion and acceptance by IPUC of any Applicant-installed facilities, title to each and every component part thereof shall immediately pass to IPUC free and clear of all liens and encumbrances.

Service Facilities

Service extensions shall be installed pursuant to IPUC'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. IPUC shall not be responsible for any delay in the installation or completion of the facilities by IPUC 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 IPUC.

Resources. IPUC 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 IPUC's control.

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

3.6 Contract Termination

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

3.7 Indemnification

Applicant shall, at its own cost, defend, indemnify, and hold harmless IPUC, 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 IPUC 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 IPUC and extend for one (1) year. Should the work develop defects during that period, IPUC, 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 IPUC, shall promptly correct, to IPUC'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 IPUC together with payment required hereunder within ninety (90) days of the date in Paragraph 1 of this Contract and (2) accepted by IPUC. This Contract shall then be effective on the date executed by IPUC and shall take effect without further notice to Applicant.

3.12 Commission Jurisdiction

This Contract is subject to the applicable provisions of IPUC'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 COMMISSION

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

DATE EXECUTED: _____

DATE IPUC FIRST READY TO SERVE: _____

WORK ORDER NO. _____

ASSOCIATED WORK ORDER NOS. _____