



UTILITY FACILITY AGREEMENT

AGREEMENT #: \_\_\_\_\_

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between SIERRA PACIFIC POWER COMPANY ("Sierra Pacific"), a Nevada corporation, P.O. Box 10100, Reno, Nevada 89520 and \_\_\_\_\_ ("Applicant").

Applicant desires electric service for \_\_\_\_ unit(s) at the following location(s):  
\_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as ("Project").

To provide the requested service, it is necessary for Sierra Pacific to extend and/or modify its facilities as described in Exhibit "A" attached hereto.

Now THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

I.  
APPLICANT'S REFUNDABLE & NON-REFUNDABLE COST RESPONSIBILITY, APPLICANT CREDITS AND BASE DATA:

<u>LINE #</u>	<u>DESCRIPTION</u>	<u>ELECTRIC</u>
<u>REFUNDABLE</u>		
1.	COST	_____
2.	FREE ALLOWANCE	( _____ )
3.	TAXABLE TOTAL (Line 1 plus 2)	_____
4.	TAX GROSS UP ON TAXABLE TOTAL (Line 3)	_____
5.	TOTAL REFUNDABLE	_____
<u>NON-REFUNDABLE</u>		
6.	NON-TAXABLE COST	_____
7.	TAXABLE	_____
8.	TAX GROSS UP ON TAXABLE COST (Line 7)	_____
9.	TAX GROSS UP ON CONTRIBUTED FACILITIES (Line 20)	_____
10.	TOTAL NON-REFUNDABLE	_____
11.	TOTAL APPLICANT COST (Lines 5 plus 10)	_____
<u>APPLICANT CREDITS</u>		
12.	APPLICANT INSTALLED FACILITIES	( _____ )
13.	OVERSIZED FACILITIES	( _____ )
14.	SERVICE REIMBURSEMENTS	N/A
15.	TOTAL CREDITS	( _____ )
16.	TOTAL ADVANCE/CREDIT DUE (Line 11 plus 15)	_____
<u>BASE DATA USED IN CALCULATIONS</u>		
17.	TAX LIABILITY FACTOR	_____
18.	PROJECTED ANNUAL REVENUE	_____
19.	REVENUE MULTIPLE	_____
20.	VALUE OF CONTRIBUTED FACILITIES	_____

Rule 9-2, RAC

(To be inserted by utility)  
Advice Letter No. 242-E

Issued by  
Walter M. Higgins  
Name

(To be inserted by Cal. P.U.C.)  
Date Filed MAR 31, 1995

Decision No. 94-12-026

President  
Title

Effective JUL 01, 1995

Resolution No. \_\_\_\_\_

(D,N)

(D,N)

(D,N

II.

TOTAL COST (Section I, Line 1 plus Lines 6 & 7)

The total cost for which Applicant is liable, shall be Sierra Pacific's estimated cost, refundable and non-refundable, to provide the requested service. Sierra's estimate includes all costs associated with providing the requested service hereunder and shall include all regulatory, environmental and other fees, engineering, inspection, material, labor, transportation, costs for removal of existing facilities less their salvage value, associated overheads and other charges which are related to the installation or alteration of the required facilities.

III.

TOTAL ADVANCE/CREDIT DUE (Section I, Line 16)

A. Applicant agrees to pay Sierra Pacific's total estimated cost for which the Applicant is liable (Section I, Line 1 plus Lines 6 & 7).

Less any applicable free allowance (Section I, Line 2) as determined by Sierra Pacific for the Project.

Plus Tax Liability (Section I, Lines 4, 8, & 9).

Less the estimated cost of the facilities, provided and installed by Applicant, inclusive of facilities oversized at Sierra's request (Section I, Lines 12 & 13).

Less the estimated cost of the service(s) provided by Applicant, that is Sierra Pacific's cost responsibility (Section I, Line 14). This cost will be adjusted to actual installed footages upon project completion, and Applicant will be billed or refunded the difference.

Applicant agrees to pay, at the time of the execution of this Agreement, the amount(s) set forth hereunder (Section I, Line 16) or to provide an acceptable surety bond or letter of credit. The bond or letter of credit is to be replaced with cash not less than thirty (30) days prior to construction. However, the cost of materials not normally stocked by Sierra Pacific in the type and quantity required shall be paid for in cash, prior to the ordering of such materials.

If the total due (Section I, Line 16) is a credit due Applicant, Sierra requires that a performance bond for that amount, plus Sierra's project costs and the federal tax credit, be collected prior to issuing a check. Applicant may elect to take payment upon completion and acceptance of the installation of the facilities and eliminate the requirement for a performance bond.

B. If the total estimated cost of construction to extend the line(s) and/or main(s) to the project exceeds \$5,000, the cash advance/credit in Section I, Line 16 will be adjusted to reflect Sierra Pacific's actual cost of construction. The adjustment is limited to that portion of the total cost of the main/line extension pertaining to facilities installed by Sierra Pacific. The cost of those facilities installed by Applicant will not be adjusted. Sierra Pacific shall review its actual cost of construction within four (4) months of completion of said facilities and shall either bill or refund Applicant the difference between the total estimated cash advance/credit and the adjusted cash advance/credit. If such adjustment results in an increased total cash advance requirement, Applicant agrees to pay Sierra Pacific such difference within thirty (30) days of written notice.

C. If at any time after twelve (12) months following the date of this Agreement there has been no construction activity on the electric facilities by the Applicant for a period of six (6) months, Sierra Pacific shall not be held to the provisions of this Agreement. Sierra Pacific may return all advanced dollars not required to cover Sierra Pacific's expenditures on the project. To reinstate the project, a new Agreement will be required with updated costs.

Rule 9-2.2AC

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(b) Refundable amounts may be accumulated before refunding to twenty-five dollars (\$25.00) minimum or to a total refundable balance if less than twenty-five dollars (\$25.00).

(c) The total amount refunded hereunder shall not exceed the total amount subject to refund (Section I, Line

VI.

TAX GROSS UP

All applicable Applicant costs, cost adjustments and refunds will be increased to reflect the appropriate tax liability factor indicated in Section I, Line 17.

VII.

MISCELLANEOUS

A. This Agreement has been made by Sierra Pacific pursuant to its rules and regulations governing all matters contained herein, filed with and approved by the Public Utilities Commission of the State of California, and this Agreement is subject to any changes or modifications by the Public Utilities Commission of the State of California, as said Commission may from time to time direct in the exercise of its jurisdiction.

B. All facilities constructed hereunder shall become property owned, maintained, and controlled by Sierra Pacific.

C. The parties agree and understand that Applicant is not in any way an agent, representative, employee, or contractor of Sierra Pacific during the installation of facilities required hereunder, and Applicant agrees to indemnify and save harmless Sierra Pacific from any and all claims which are a result of, or arise out of, construction activities including, but not limited to, trenching and backfill undertaken by Applicant in accordance with this Agreement.

D. Applicant agrees that it will grant, or if not the owner, represents that the owner will grant and execute, to and in favor of Sierra Pacific, all necessary easements, conveyances, deeds, rights-of-way, or other documents required or relating in any fashion to the placement, installation, operation, maintenance, repair, and replacement of facilities required hereunder or any portion thereof.

If any portion of said facilities will be located on property other than that owned by Applicant, Sierra Pacific shall not be obligated to commence construction unless and until permanent rights-of-way therefore are granted to Sierra Pacific that are satisfactory to Sierra Pacific both as to location of easement and form document. All rights-of-way shall be obtained without cost to Sierra Pacific.

E. All facilities installed by Applicant shall be in accordance with Sierra Pacific Construction Standards, as contained in the "Electric Distribution System Guide," and details as shown on the work order drawings, and applicable local, state, and federal laws and/or regulations. All work performed and all material furnished by the Applicant and his contractor shall be guaranteed against defects in materials and workmanship for a period of one (1) year following final acceptance of work by Sierra Pacific.

Applicant agrees that Sierra Pacific may, at its option and upon written notice to Applicant, either (1) repair any defect in materials or workmanship which may develop during the one-year period, or (2) require Applicant to make good any defect in materials or workmanship which may develop during said one-year period. The option and obligation to repair shall extend to any damage to facilities or work caused by the subject defects in materials or workmanship or the repairing of same. All repairs hereunder, whether undertaken by Sierra Pacific or Applicant, shall be done solely at Applicant's expense.

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(D,N

IN WITNESS WHEREOF, the Parties hereto execute this Agreement (Pages 1 through 6 inclusive plus Exhibit A) the day and year first above written.

APPLICANT(S) \_\_\_\_\_ SIERRA PACIFIC POWER COMPANY  
By: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
By: \_\_\_\_\_ Title: \_\_\_\_\_  
Printed/Typed Name: \_\_\_\_\_  
Printed/Typed Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

Tax Identification Number (Required)  
(Individual) Social Security Number

NOTE: We request your Tax Identification Number and nature of your organization. Due to IRS regulations and under certain situations, if we do not have this information, we are required to withhold 20% of any refund due you.

(Business) TIN \_\_\_\_\_

Bus. Type: Corporation \_\_\_\_\_  
Tax Exempt \_\_\_\_\_ Partnership \_\_\_\_\_  
Governmental Agency \_\_\_\_\_ Other \_\_\_\_\_

Please be advised that we have selected \_\_\_\_\_ as our Applicant Installed Contractor.

**FOR OFFICE USE ONLY:**

Excess revenues generated from this project shall be subject to refund under previous agreement number \_\_\_\_\_

Planner: \_\_\_\_\_

Rule 9-2, PAC

-6-

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