

APPENDIX - F

ELECTRIC AGREEMENT FOR RESIDENTIAL DEVELOPMENT UNDERGROUND LINE EXTENSION (SUBDIVISIONS)

ELECTRIC AGREEMENT
FOR
PAYMENTS TO DEVELOPER FOR UNDERGROUND LINE EXTENSIONS FOR RESIDENTIAL DEVELOPMENT
SINGLE-FAMILY DETACHED HOUSING SUBDIVISIONS

THIS AGREEMENT, made and entered into on this ____ day of _____, 20____, by and between the Lafayette City-Parish Consolidated Government, hereinafter referred to as "System", and _____

_____.

WITNESSETH

WHEREAS, the property owner, hereinafter referred to as "Developer", of a certain tract of land situated within the City of Lafayette, Louisiana, or within the "Area of Influence" and which tract of land is designated as _____
_____ as shown on the attached plat which is marked "Exhibit A" for identification herewith, and

WHEREAS, said tract of land has been subdivided into ____ lots with an Average Lot Size (as defined below) of _____, and WHEREAS, the Developer is desirous of installing underground electric distribution facilities, as required by the Lafayette City-Parish Consolidated Government's Subdivision Regulations, to serve the future homes within said tract of land, and WHEREAS, the Developer is willing to install the underground electric facilities on certain terms and conditions under which the System will make payments to the Developer as a Contribution-in-Aid of construction of a complete underground electrical distribution system in accordance with the schedule appearing herein below:

NOW, THEREFORE, the parties hereto agree as follows:

1. The Developer shall enter into an agreement with the System prior to commencing work.
2. The Developer shall provide and record easements for all facilities to be owned by the System upon acceptance of the construction work by the System.
3. Upon completion and acceptance of the newly constructed facilities by the System, the Developer shall donate all facilities to be owned by the System to the System.
4. The System will provide the electrical system design and a copy of the System's "Standards for Construction" specifications for the required facilities to be constructed by the Developer.

The Developer shall be responsible for providing the System with a reproducible quality plat of the development and for producing a compiled set of construction plans and specifications utilizing the System's design and standard specifications. Final plans and specifications shall be reviewed and approved by the System prior to commencement of construction to ensure that the System's standards have been satisfied. The Developer shall be responsible for securing an approved electrical contractor to construct the required system. A list of the electrical contractors pre-approved by the Director will be provided to the Developer. The Developer shall be responsible for inspection of the work during construction to ensure compliance with the System's Standards of Construction. It shall be the Developer's responsibility to transport the transformers and any other equipment furnished by the System from the System's warehouse to the development site. Any excess material shall be returned upon the completion of the construction. The Developer shall be responsible for equipment lost or damaged through negligence, theft or vandalism. The System will not accept the construction work until all facilities are completed according to the approved plans and specifications or with changes approved by the System. All work shall be inspected and approved by the System, in addition to the Developer's inspection, prior to acceptance. Changes in the originally issued plans and specifications shall be approved by the System prior to construction of these changes.

5. The street lighting standards (poles), fixtures, mounting brackets, wiring, fuses and other associated equipment shall be installed by the Developer. All standards and fixtures shall be as per the System's approved standards for residential lighting. After acceptance of the construction, the System has the option of energizing only those lights which serve a permanent residence.
6. Payment to the Developer, in accordance with the schedule set forth below, shall be a contribution to partially compensate for the cost of installing the electrical distribution system.
7. The facilities to be owned and maintained by the System upon acceptance shall include the complete distribution system and street lighting constructed by the Developer in accordance with this agreement. Electrical services (from the pedestal or transformer to the customer, whichever is applicable) for individual residences shall not be included in the contract for construction under this agreement. It is the responsibility of the Developer, or assigned property owner, to install the service when the development is connected and to maintain the service after construction of the dwelling is complete. The System shall not assume ownership of any electrical services.
8. Should the Developer require temporary electric service before permanent service is available to the Subdivision, the Developer agrees to pay all costs for such service.
9. In consideration of Developer's construction of underground electric facilities satisfying the above conditions, and where applicable, in further consideration of the construction of permanent residential structures receiving permanent electrical service from the System, Developer is eligible to receive payments from the System, subject to the following conditions, and according to the following method:
 - a. The Average Lot Size and the Base Payment and Additional Payment to the Developer shall be determined as follows:

<u>Average Lot Size (Front Foot)</u>	<u>Base Payment/Lot</u>	<u>Additional Payment/Lot</u>
30' or less	\$ 275	\$425
31' to 40'	\$ 300	\$475
41' to 50'	\$ 325	\$525
51' to 60'	\$ 350	\$575
61' to 70'	\$ 375	\$625
71' to 80'	\$ 400	\$675
81' to 90'	\$ 425	\$725
91' to 100'	\$ 450	\$775
100' or more	\$ 475	\$825

1. Add the front footage of all lots within the subdivision, except corner lots.
2. Add the front footage of all corner lots within the subdivision and divide the sum by two.
3. Divide the sum of 1 and 2 above by the total number of lots within the subdivision. This value is the Average Lot Size.

4. Multiply the Base Payment/Lot associated with the previously determined Average Lot Size by the number of lots within the subdivision. This value is the Base Payment to be made to the Developer provided the conditions in Sections 9(b)(1), 9(b)(2), and 9(b)(3) below are satisfied.
 5. The above Additional Payment/Lot associated with the previously determined Average Lot Size shall be made by the System to the Developer in accordance with the conditions in Section (c) below.
- b. The Base Payment by the System to the Developer shall be paid under the following conditions and shall be made only after all electrical construction work is completed and accepted by the System, in accordance with plans and specifications:
1. One-third of the Base Payment shall be made to the Developer, upon his request, after the System accepts ownership of the electrical construction.
 2. The second one-third of the Base Payment shall be made to the Developer, upon his request, after 10% of the lots within the subdivision have been developed with permanent residential structures receiving permanent electrical service from the System. If 10% of the lots within the subdivision have not been developed with permanent residential structures receiving permanent electrical service from the System after five (5) years from the date the System accepts ownership of the electrical construction, then the System shall not be obligated to make the payment of the second one-third of the Base Payment.
 3. The final one-third of the Base Payment shall be made to the Developer, upon his request, after 20% of the lots within the subdivision have been developed with permanent residential structures receiving permanent electrical service from the System. If 20% or more of the lots within the subdivision have not been developed with permanent residential structures receiving permanent electrical service from the System after five (5) years from the date the System accepts ownership of the electrical construction, then the System shall not be obligated to make payment of the final one-third of the Base Payment.
- c. An Additional Payment/Lot associated with the previously determined Average Lot Size shall be made to the Developer for each lot developed with permanent residential structures receiving permanent electrical service from the System. The System shall make said Additional Payment/Lot upon request by the Developer and verification by the System that said lot(s) have been developed with permanent residential structures and are receiving permanent electrical service from the System. The System shall not be obligated to make any Additional Payments/Lot after five (5) years from the date the System accepts ownership of the electrical construction.

THUS DONE AND SIGNED on the day and date first written above, after due reading of the whole.

DEVELOPER:

LAFAYETTE CITY-PARISH CONSOLIDATED
GOVERNMENT

NAME/COMPANY

CITY-PARISH PRESIDENT

AUTHORIZED REPRESENTATIVE

WITNESSES:

