

APPENDIX - G

ELECTRIC AGREEMENT FOR RESIDENTIAL DEVELOPMENT UNDERGROUND LINE EXTENSION (APARTMENTS/TOWNHOUSES)

ELECTRIC AGREEMENT
FOR
PAYMENTS TO DEVELOPER FOR UNDERGROUND LINE EXTENSIONS FOR RESIDENTIAL DEVELOPMENT
MULTIFAMILY DWELLINGS

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 is being developed into _____ residential units 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 residential dwelling units 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 reimburse the Developer one hundred dollars (\$100.00) per residential unit for a Contribution-in-Aid of construction of the primary electrical system (high voltage distribution conductors, conduits, manholes, pullboxes, transformer pads, etc.) and approved street lighting along dedicated rights-of-way under the following conditions:

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. Payment to the Developer in the amount of one hundred dollars (\$100.00) per residential unit shall be a contribution to partially compensate for the cost of installing the electrical distribution system.
6. The facilities to be owned and maintained by the System upon acceptance shall include the primary conductors, terminations, transformers, switching cabinets and approved street lights along dedicated rights-of-way. The Developer will own and maintain the primary conduit, transformer pads and manholes located on the complex site.
7. In the event of a failure in the facilities to be owned by the System (ie. primary conductors, terminations, transformers, switching cabinets and approved street lights along dedicated rights-of-way), the System agrees to repair and/or replace any of these failed facilities at its expense.
8. In the event of a failure in the facilities to be owned by the Developer (ie. primary conduit, transformer pads and manholes located on the complex site), the Developer agrees to expose these facilities, make the necessary repairs and restore the area at his expense.
9. Payment to the Developer shall be made after all work is completed in accordance with plans and specifications.
10. Should the Developer require temporary electric service before permanent service is available to the Development, the Developer agrees to pay all costs for such service.

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:

