ELECTRIC AGREEMENT
FOR
DEVELOPER CONSTRUCTED 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, the total development front footage (as defined below) is __________.

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.

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 of the newly constructed facilities by developer and acceptance of
   same 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 preapproved 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 shall be a contribution to partially compensate for the cost of installing an electrical distribution system with standard non-decorative street lights.
   a. Developer shall obtain, and provide copies to the system of, no less than the three lowest competitive bids from a list of electrical contractors preapproved by the director. The competitive bids shall include all labor and material construction costs for the complete electrical distribution system (including only standard non-decorative street lights) for the subdivision. Payment will be made to developer in an amount equal to the lowest competitive bid (excluding any change orders) less $4.00 per front foot times the total front footage calculated per this section (6)a.1, (6)a.2 and (6) a.3. For the purpose of determining payment made to developer, total front footage shall be determined as follows:
      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. The sum of sections (6)a.1 and (6)a.2 will be the value used as the total front footage of the subdivision.
   b. The payment by the system to the developer shall be made only after all electrical construction work is completed by developer and accepted by the system, in accordance with plans and specifications.

7. The facilities to be owned and maintained by the system upon acceptance shall include the complete distribution system and public street lighting constructed by the developer in accordance with this agreement. Electrical services (service laterals 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 choose to select one of the system's approved decorative street lights for the subdivision, the developer agrees to pay the additional material costs associated with decorative street lighting; however, the system's contribution to the developer shall only be based on standard non-decorative street lights.

9. 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.
10. Developer shall provide a written statement to the System with this Agreement confirming whether the roadways within the development are public or private. If the roadways within said development are private (i.e. non-public) roadways, provision of the street lighting system within the development shall be the sole responsibility of the Developer along with all associated cost of same.

Developer is solely responsible for registration of private street lighting systems with Louisiana One Call and agrees to assume the position and responsibility of an “Operator” of such private street lighting systems for purposes of compliance with Louisiana One Call requirements. Developer is solely responsible for damage to private street lighting systems and shall indemnify and hold the System harmless for all such damage.

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

____________________________________
AUTHORIZED REPRESENTATIVE               MAYOR-PRESIDENT

WITNESSES:

____________________________________

____________________________________