

**AGREEMENT FOR UNDERGROUND ELECTRICAL SERVICE
WITNESSETH:**

WHEREAS, Owner is the owner of certain real estate located at _____ and desires to have Amicalola EMC construct underground electric distribution facilities for services to dwellings to be constructed there; and

(1)

Amicalola EMC agrees to own, install, and maintain an underground distribution system. Amicalola EMC requires customer to install a minimum of a 2 ½" schedule 40 PVC conduit to each meter socket location. Conduit must be installed at a minimum depth of 2'. Each meter socket location will be specified by Amicalola EMC or shown in Exhibit "A".

(2)

Owner, prior to installation of the underground electric distribution system to be constructed hereunder, shall submit an electronic set of the plat of the proposed development in AutoCad, ESRI, or MicroStation format to marvinm@amicalolaemc.com, which plat must show the boundaries, roads, streets, lot corners, buildings, water lines (if any) and utility easements, all to scale, will grant in writing such rights and easements as Amicalola EMC deems necessary to enable it to construct and maintain the said underground system. Owner, in granting the right-of-way easement, agrees to indemnify and hold harmless Amicalola Electric Membership Corporation for the damage and/or removal of any and all obstructions encountered including but not limited to, pavement, drainfill lines, culverts, storm water conveyance, private water lines and septic tanks. Amicalola EMC assumes no responsibility for damages to landscaping that is in conflict with providing said electric service. Owner agrees to remove and reinstall all erosion control devices in conflict with installation of electrical facilities.

(3)

Owner agrees to clear all obstructions, clearly mark all property lines and provide a 10'6" flat, working area within three (3) inches of final grade along all street right-of-way and other areas in which underground residential distribution construction begins. The developer will be responsible if more than (3) inches is removed off of final grade. Owner will provide Amicalola with a copy of the Erosion, Sedimentation and Pollution Control Plan (ESPCP) for the site. Owner further agrees, upon request, to conduct a pre-construction review of the ESPCP for Amicalola, on site, pointing out the key elements of the plan such as drainage patterns, receiving waters for storm water drainage, and Best management practices (BMP's) to control erosion and sedimentation.

(4)

The Owner will be responsible for the removal of any and all rock, if it is encountered. Once the rock is removed, the Owner agrees to backfill any and all excavated areas with clean dirt, free of any rock fragments.

(5)

The Owner will install conduit(s) at all required street crossings before any paving. Amicalola will provide a plat (Exhibit "A") herein showing where the conduit crossings shall be located. If for some reason a conduit crossing cannot be found at a required crossing or cannot be utilized due to damage. The Owner will be responsible for providing a means of crossing the street.

(6)

Amicalola EMC requires that the point of service must be clearly identified prior to constructing the service. Once this point has been established and the electrical system installed, all charges associated with any alterations in the electrical system due to conflicts with service point, grade changes, transformer locations, driveways, walkways, landscaping, lot lines and other underground equipment of the developer will be borne by the developer.

(7)

All underground facilities including, but not limited to, septic tanks and lines, drainfill lines, private gas or electrical lines, must be located and identified by visible markers and brought to the attention of Amicalola EMC prior to the installation of any electric service system. Amicalola EMC will not be responsible for damages to any underground facilities of the owner that were not located prior to installation of the electric service. Nor can Amicalola EMC assume responsibility of damages to landscaping that is in conflict with providing the electrical service.

(8)

Amicalola EMC will be responsible for installing the underground facilities and leaving the premises in good condition. Damage claims and problems shall be brought to the attention of Amicalola EMC immediately or no later than **ten (10)** days following completion of construction of the underground electrical system.

(9)

To be in compliant with NPDES the **Owner** will be responsible for the re-grassing of the shoulders. I verify that a copy of the **NOI**, identifying the primary permittee covered under General Permit GAR100002 to discharge storm water associated with construction activity, has been sent to the **GA EPD**.

(10)

All buried conductors shall be installed prior to the construction of paved drives, patios, walls, or walks that conflict with the electrical line. The owner may at his discretion, install four (4") inch diameter thick wall conduit at a minimum depth of 36" to provide a path under driveways, walls, etc. for conductors. All cost in removing obstacles shall be borne by the owner. Amicalola will bore under the obstacle for a fee.

(11)

It is understood by all parties that Amicalola EMC cannot energize the electrical line until all applications and permits have been approved by the governing authorities and all conduits are back filled.

(12)

This Agreement will be binding upon the parties, their heirs, successors and assigns.

(13)

Amicalola EMC agree to construct the facilities as outlined on Exhibit "A" when provided, and the Owner agrees to adhere to the contribution requirements as outlined by Amicalola EMC.

Developer/Owner/Contractor

Amicalola EMC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____