

ORDINANCE NO. 2024-5

**AN ORDINANCE ESTBLISHING ELECTRIC DEVELOPER
AGREEMENT**

WHEREAS, the Town of Edinburgh owns and provides electric power for the properties within the Town of Edinburgh and surrounding areas;

WHEREAS, periodically an entity will file the appropriate applications and plans to develop large subdivisions for residential uses;

WHEREAS, the Edinburgh Town Council deems it necessary to approve and mandate a Electric Developer Agreement providing provisions where the entity developing the project will pay for certain fees and costs for purposes of the Town of Edinburgh supplying power to said development;

**NOW, THEREFORE, BE IT ORDAINED BY THE EDINBURGH TOWN
COUNCIL, AS FOLLOWS:**

SECTION 1. AGREEMENT ESTABLISHED

There is hereby established an Agreement for Primary and Secondary Electric Services (“Electric Developer Agreement”) in the form that is attached hereto as **Exhibit “A”**.

SECTION 2. MANDATE OF AGREEMENT

That any developer of residential subdivisions be required to adhere and execute the Electric Developer Agreement prior to construction of said subdivision.

SECTION 3. USE OF FUNDS

- A. The use of funds generated from the Electric Developer Agreement shall be applied to costs associated infrastructures that will provide electric power to the applicable subdivision.

SECTION 4. AMENDMENTS

This Ordinance may be amended from time to time if additional guidance is received from any federal or state agency.

SECTION 5. REPEALER

All ordinances or parts of ordinances in conflict with provisions of this ordinance are hereby repealed.

SECTION 6. SEVERABILITY

Should any section or provision of this Ordinance be declared by the Courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be unconstitutional or invalid.

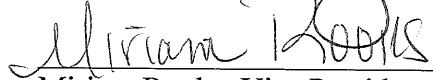
SECTION 7. EFFECTIVE DATE

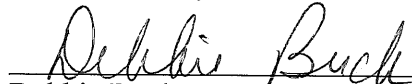
This ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

ADOPTED this 11 day of March, 2024.

EDINBURGH TOWN COUNCIL


M. Ryan Piercefield, Council President


Miriam Rooks, Vice President


Debbie Buck, Member

Michael Bryant, Member


Sherri Sweet, Member

ATTEST:


Rhonda Barrett, Clerk-Treasurer

EXHIBIT "A"

AGREEMENT FOR PRIMARY AND SECONDARY ELECTRIC SERVICE

THIS AGREEMENT is entered into as of the Effective Date by and between the TOWN OF EDINBURGH ELECTRIC DEPARTMENT, Edinburgh, Indiana, hereinafter referred to as "Edinburgh Electric", and _____ hereinafter referred to as the "Developer" who wishes to develop an area consisting of _____ () lots, as named _____ located in _____ Township of Johnson County, Indiana. The lots covered by this agreement are as follows: Lots _____ - _____ inclusive.

TERMS OF AGREEMENT

- A. The development must be established and defined with site plans showing dimensions of lots, streets, easements, etc. The Developer is responsible for marking and location (if necessary) of lot corners, property lines, and all buried facilities and assisting in coordination of work with other utilities before installation of Edinburgh Electric's facilities.
- B. The development will have underground service. Electric facilities will not be installed until there is a signed agreement between Edinburgh Electric and the Developer. By requesting electric installation, the developer confirms that the site is within 4" of final grade. Restoring property to original, existing, or near finish grade where Edinburgh Electric's facilities are installed is the responsibility of the Developer.
 - 1. The development of the project must be carried out in an orderly manner and coordinated with the installation of electric facilities. Installation sites must be accessible to Edinburgh Electric's equipment to permit installation of electric facilities.
 - 2. When applicable, the Developer shall make restrictive covenants upon the development which require accessibility be provided to the strip of land occupied by electric facilities as required for operation, maintenance or replacement of facilities.
 - 3. In accordance with the signed agreement, the Developer will pay Edinburgh Electric a non-refundable \$_____ for the estimate of all costs except the Edinburgh Electric labor, before the new facilities are installed.

IN WITNESS WHEREOF, Edinburgh Electric and the Developer have executed this Agreement as of the ____ day of _____, 20__ (the "Effective Date"). Furthermore, each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

EDINBURGH ELECTRIC

Notice Address:

By: _____
 Name: _____
 Title: _____

Attn: _____
 107 S Holland Street
 Edinburgh, IN 46131

DEVELOPER

Notice Address:

By: _____
 Name: _____
 Title: _____

Remittance Contact Information (To be completed by Developer)

Company Name: _____

Address: _____

Remittance Contact Phone Number: _____

Developer Terms of Service

For Primary, Secondary, and Lighting Distribution System, It is agreed that the following requirements will be met prior to Edinburgh Electric pre-construction staking and installation of Primary, Secondary and Lighting Distribution System.

1. Appropriate lot line stakes are to be installed at the edge of the right of way and beginning of the D&UE, with lot line numbers on each side.
2. Curbs are to be painted with a line representing the extended property line including lot numbers on each side of line.
3. Gas line installation must be complete.
4. The entire Edinburgh Electric installation route must be clear of equipment, materials, excavations and other obstructions relating to an active construction site. In the course of construction some conflicts may arise in which event the Developer will ensure a timely resolution of the conflict.
5. The Developer does certify that the Edinburgh Electric installation route is within a recorded electric/utility easement.
6. Restoration of property is the sole responsibility of the Developer.
7. The party signed below certify that they are the official representative of the project Developer.
8. All project related Contracts, Agreements and Invoices must be fully executed with funds delivered before any scheduling of Edinburgh Electric staking or installation of facilities.
9. If any Edinburgh Electric Contractor and or Crew damages the Developers facilities, the Developer must notify the Edinburgh Electric immediately to have the damage inspected by an authorized representative of Edinburgh Electric prior to any repairs.
10. For the entire term of the Agreement for Primary and Secondary Service, the Developer will be responsible for any damage to Edinburgh Electric's facilities. If Edinburgh Electric is presented with viable information regarding another responsible party and a successfully settlement is achieved the Developer may, at the discretion of Edinburgh Electric, be absolved of responsibility in that matter.

Signed: _____ Date: _____

Print Name and Title _____

Company Name _____

Telephone: _____

Project Name: _____

Thank you,
Edinburgh Electric

Terms of Permanent Service

It is agreed that the following requirements will be met prior to Edinburgh Electric installing the necessary electric facilities for my electric service. I consent to full financial responsibility for losses associated with these requirements not being completed prior to Edinburgh Electric installing their facilities.

1. Meter base has been installed to Edinburgh Electric specifications. Refer to meter manual or request specifications if needed from engineer.
2. Meter base has been inspected and approved by governing body, or waiver form has been signed.
3. All consumer owned underground facilities are clearly marked.
4. Underground trench area is within four inches of final grade.
5. Area to be trenched is clear of items such as bricks, dirt piles, building material, etc.
6. Submit to Edinburgh Electric a completed plot plan indicating paved or concrete drives and future permanent structures.
7. Underground trench area is within a recorded electric/utility easement (platted subdivision).
8. Restoration of property is the sole responsibility of the party signed below.
9. Invoices paid (if applicable).

Service installations are on a first come, first serve basis. This letter must be signed, dated and returned to us before the service installations will be scheduled for completion. Once the above items are complete the service will be installed within 7 working days.

Signed: _____ Date: _____

Print Name: _____ Telephone: _____

Thank you,
Edinburgh Electric