



**COMMERCIAL DEVELOPER  
ELECTRIC SERVICE AGREEMENT**

The Elk River Municipal Utilities (ERMU) does hereby agree to install underground electric service extension lines for the purpose of furnishing electric service to commercial development owned by:

Owner/Developer \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Email \_\_\_\_\_

(Hereinafter called the Owner or Developer), in accordance with the following terms and conditions:

1. Location and name of addition: \_\_\_\_\_
2. The Developer shall pay to the Utilities \$ \_\_\_\_\_ or submit an irrevocable letter of credit prior to the initial installation of electrical service to the development.
3. Installation shall commence upon receipt by ERMU from the Developer of the following:
  - A) Preliminary and final plats as soon as possible, both regular scale and 11x17.
  - B) Two week notice of when we can start the project.
  - C) A two week window of time to install project before curb and gutter or blacktop.
  - D) Project is to within 4" of final grade and obstructions have been removed.
  - E) Lot corners are in; either temporary or permanent.
  - F) Storm sewers, catch basins, manholes, and main water valves are located and shown to us.
  - G) Water and sewer stubs into individual lots are marked.
4. Between November 1<sup>ST</sup> and April 15<sup>th</sup>, the Utilities will provide frost trenching for an additional charge per fee schedule. Frost trenching must be done by ERMU unless prior Utility approval is given.
5. The electric line installed by the Utilities shall remain the property of ERMU and the payment by the Owner shall not entitle Owner to ownership interest or rights therein.
6. ERMU shall not be responsible for delays in making installation caused by inability to obtain materials, strikes or other unusual conditions not under its control.

By signing below, Owners confirms that Owner has read, understands, and agrees to the terms and conditions set forth above.

\_\_\_\_\_ Date

Owner