



Tallapoosa River Electric Cooperative

15163 U.S. Highway 431
LaFayette, Alabama 36862

Mailing Address:
P.O. Box 675

(334) 864-9331
FAX (334) 864-0817
(800) 332-8732

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Dear Developer:

Tallapoosa River Electric Cooperative (TREC) recently made changes to its policy regarding installation of facilities in subdivisions. The new policy is described below. Please note that construction charges will now apply to overhead line construction. Likewise, the construction costs will increase for underground line construction. If you have any questions, you may contact the engineering department at TREC's headquarters in LaFayette. Thank you for your attention in this matter.

Sincerely,

Louie Ward
General Manager

GUIDE TO EXTENDING SERVICE TO SUBDIVISIONS

The Cooperative considers a subdivision as a tract of land divided into building lots with individual property lines, easements and dedicated streets. Lot lines shall be contiguous and conterminous. Each lot shall front on a dedicated street with lots intersecting the street right of way.

For the purpose of this document, individual phases of a multi-phase development shall be treated as a separate subdivision. Therefore, each phase shall have its own contract, deposits, fees, timeline, etc.

The Cooperative reserves the right to charge the developer a **Construction Deposit** or a contribution in **Aid to Construction** for all system upgrades required outside the subdivision/development boundary to provide service to said subdivision/development. Each subdivision/development will be considered on a "Case by Case" basis.

All price quotes are valid for a period of 60 days, after which the quote is subject to new cost evaluation.

Engineering changes requested by developer or resulting from plat revisions shall be subject to the Cooperative's standard \$75 engineering fee on a per hour basis with a minimum of 2 hours design time. These fees are non-refundable Aid to Construction.

Any and all additional cost(s) incurred by TREC during construction (including but not limited to: rock removal, blasting, boring, erosion control, Right-of-Way clearing, etc.) unforeseen during the original estimate shall be invoiced as additional contribution in **Aid to Construction** and shall be paid by the developer prior to any service connections within the development.

"Owned by Those We Serve"

Underground secondary services will be provided subject to other applicable charges to the builder/owner.

Premise lighting will be considered on a case by case basis.

Subdivisions requesting **Overhead** electric service

The developer shall pay a **Construction Deposit** for all expenses necessary in providing primary overhead electric service prior to work commencement. This cost shall be divided equally between all the lots in said subdivision based upon the initial plat provided by the developer to the cooperative. The developer will be entitled to receive a refund of the construction deposit on a pro rata (per lot) basis according to the "Refunds of Construction Deposit" paragraph contained within this section.

Subdivisions requesting **Underground (URD)** electric service

The developer shall pay all expenses necessary in providing primary underground electric service prior to work commencement. Underground (URD) installation shall require both a **Construction Deposit** and a non-refundable contribution in **Aid to Construction** from developer prior to construction. The construction deposit shall be one-third (1/3) of TREC's estimated URD construction cost. The **Construction Deposit** cost shall be divided equally between all the lots in said subdivision based upon the initial plat provided by the developer to the Cooperative. The developer will be entitled to receive a refund of the construction deposit on a pro rata (per lot) basis according to the "Refunds of Construction Deposit" paragraph contained within this section. The non-refundable **Aid to Construction** shall be two-thirds (2/3) of TREC's estimated URD construction cost. All Construction Deposit and Aid to Construction costs shall be paid by developer prior to Cooperative's purchase of URD equipment. *The developer shall therefore give ample notice with said deposit to allow for extended delivery times on URD materials.*

Each Cooperative Member (lot owner/home builder) shall pay for the individual underground secondary service to the home, as outlined in Section 13 (Single Phase Underground Service Charge Guide). If the depth of the subdivision lot exceeds the maximum service length (as determined at design time by the Cooperative) additional primary charges shall apply to the Member (who requests service in said lot) in accordance with TREC's line extension policy.

Refunds of Construction Deposit from Developers

The developer shall execute a subdivision contract with the Cooperative and submit a Final Subdivision Plat with remittance of all Construction Deposit and Aid to Construction costs. The date of said contract shall serve as the commencement date of the project. The developer will be entitled to received a refund on a pro rata basis (per lot) based upon full time residency as determined by the Cooperative in an amount not to exceed the **Construction Deposit** amount paid to the Cooperative provided that the developer request the refund on the Cooperative's Refund Request Form. All requests must be received within thirty-six (36) months of the commencement date as stated by the Cooperative. Requests for refunds shall be limited to only three (3) separate times per project. The Cooperative views a full time residence as a dwelling with continuous electric service billing in a single or joint membership name for a period of ninety (90) or more days with the characteristics of other full time residences of similar design and construction. Refunds are not subject to any accrued interest and are nontransferable.