### REQUEST FOR BOARD ACTION

## HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** June 3, 2019

**SUBJECT:** Contract Agreement with Duke Energy to Add Lighting at Tuxedo

Park

**PRESENTER:** Carleen Dixon, Parks & Recreation

**ATTACHMENTS:** 1) Duke Energy Contract

#### **SUMMARY OF REQUEST:**

Staff has worked with Duke Energy to develop a lighting plan for the Tuxedo Park. The contract with Duke Energy to implement the plan is attached, and Staff requests the Board approve the contract as presented.

#### **BOARD ACTION REQUESTED:**

The Board is requested to authorize the contract with Duke Energy.

#### **Suggested Motion:**

I move that the Henderson County Board of Commissioners authorize the Duke Energy Contract to install lighting at Tuxedo Park. ACCOUNT NAME

Henderson County Government

SERVICE ADDRESS

1299 Old Highway 25, Zirconia, NC,

**Account Number** 

SA ID:

20190306101139709

# NC Service Agreement - Outdoor Lighting Duke Energy Corporation - Electronic Form Repository

Duke Energy Carolinas LLC

Duke Lifergy Carolinas Li			c Distribution form for No		
Customer Name	Henderson County Government	Project Name	Duke Energy Carolinas LLC, Emp		Betty Aldridg
Service Address Mailing Address Service Requested By Jason Kilgore Title			Contractor working for Duke Energy Carolina		
				Date	3/8/19
	Jason Kilgore			* Total Monthly Charges	\$44.08
		Title	Phone	One Time Payment (incl. tax)	\$0.00
				Total Cost (Initial Term plus One Time Payme	• /
				*Subject to change per KWH as shown on effect	ive rate schedule
Duke will provide the outdoor lighting service indicated below, but if the service is wholly or partially interrupted or suspended or fails because lamps burn out or are broken, because reasonable control or because Duke peeds to suspend the service for the purpose of inspecting or making repairs or alterations to its lines or other equipment, then Duke shall not be obligated.					
any such interruption, sus	sonable control or because Duke needs to suspend the service for the purpose of inspecting or making repairs or alterations to its lines or other equipment, then Duke shall not be obligated to y such interruption, suspension or failure, and Duke shall not be liable for any damage or loss resulting therefrom. Duke will replace burned out lamps and otherwise maintain the fixture during are as soon as practical following notification by the Customer of such problems.				
his Agreement. <b>The inti</b>	al term of this Agreement shall be	e 3 Years, and thereafter it sha	all continue until terminat	s premises if the Customer violates any of the terms o ed by either party giving 30 days' written notice to the THE TOTAL MONTHLY CHARGE FOR THE NUMBE	other party. IN THE EVENT OF
Customer Signatu	re :			Date	
Special Instruction	ns:			Work Request Number :	31687291

#### **Basic Luminaires:**

	Existing Pole			New Pole w/OH			New Pole w/UG		
Description	Rate	#Units	Monthly Charge	Rate	#Units	Monthly Charge	Rate	#Units	Monthly Charge
130W,15000 Lumens ,LED,Floodlight	\$18.24	1	\$18.24	\$25.84	1	\$25.84	\$30.38	0	\$0.00

Additional One Time Payment Total Amount:	\$0.00
One Time Payment Tax:	\$0.00
Additional Monthly Payment Total Amount:	\$0.00
Total Cost (Initial Term plus One Time Payment Charges)	\$1,586.88
Are any old facilities to be removed?	No



Flactric	Sanvina Installation D		ENEW.
	Service Installation Provision From Service Installation Provision From Service Installation Provision From Provision Provision From Provision Provision From Provision Provision From Pro		WO# 31687291 (Internal Use Only)
conductor following o	s at my home/business located at : checked provisions:	1299 OLD HWY 25 Z	ergy install above ground or underground electric service IRCONIA
1. <u>X</u>	While Duke Energy is responsible identifying for Duke Energy or its acause damage to Duke Energy's e	quipment or its contractor's equipment	ground utility lines (telephone, CATV, gas) I am responsible for rately-owned underground objects that might be damaged by or ment in the process of installation. Underground objects include, bed repair areas, water lines, irrigation lines and electrical lines
2. <u>X</u>	Once I have physically marked the Energy or its contractor will assume	privately-owned underground object responsibility for avoiding damage	ects, within + or – 24 inches, using paint, flags, or stakes, Duke
3. <u>X</u>	Duke Energy of the location of the	damage to privately-owned undergunderg	ground objects caused by my failure to notify or incorrectly notify
4. <u>X</u> .	Duke Energy or its contractor will a obvious above ground objects such	ssume responsibility for performing as curbs, gutters, shrubbery, side	g said installation in a professional manner by avoiding damage to ewalks, and buildings
5. <u>X</u>	described by the Duke Energy representation	e proposed above ground or unde esentative.	erground conductors and location of poles and/or apparatus as
6. X			with landscape trees, there is the probability of some root damage
7. <u>X</u>	underground facilities.	bance will result from the use of e	equipment necessary for the installation of above ground or
8. <u>X</u>			on-standard erosion control measures, reseeding lawns or replacing tus (such as transformers or pedestals) or underground facilities.
9. <u>X</u>	stabilization measures.	or complying with any state or fed	eral requirements related to stormwater discharge including any sit
10. <u>X</u>	I may be required to pay a contribut Extension Plan (copy available upor potentially be less if your project inv following examples (applicable sales	olves joint installation with other w	other adverse conditions are encountered. Refer to the Line lighting installations may vary from those listed below or could tillities. These conditions include, but are not limited to, the
	Examples of Charges Trench Rock, Non-blast Place clean sand/clay backfill in Provide clean sand/clay backfill Provide conduit in trench Punching under roads/driveways Mechanical tamping to avoid set Rock hole pole Rock hole anchor Crew delay due to customer or s Engineering costs Other:	from on-site or offsite s/sidewalk tling of trench ite conditions	Unit Cost  \$ 41.73 per cubic foot \$ 3.04 per linear foot \$ Actual Cost plus 15% \$ 5.15 per linear foot \$ 23.38 per linear foot \$ 2.72 per linear foot \$ 347.67 per pole \$ 347.25 per anchor \$ 94.56 per hour (\$125 min) \$ 65.00 per hour
11	To meet National Electric Safety Coc (Duke Representative to initial appro available upon request).	les, work site grading, and landsc priate item) before installation of u	caping must be at final grade or within 6 inches of final grade underground facilities. Refer to the Line Extension Plan (copy
12. <u>X</u>	I understand that I may be responsible as a result of my failure charge).	sible for any additional costs in to have the site ready or remain	curred by Duke due to Duke's inability to perform work on a ready until all work has been completed (\$125 minimum
13	equipment that is caused by a contra damages.	actor retained by me who is uninsu	e property listed above. In making this request, I agree to be the ially responsible to Duke Energy for any damage to Duke Energy's ured or otherwise does not have the financial ability to pay for said
14	I have provided Duke Energy with the understand that there may be charge service.	e correct load information to size the site of the actual load requires Duke	the electrical facilities required by this request for service. I Energy to alter electrical facilities installed for this request for
15. <u>X</u>	I assume full responsibility to determine requested.	ne if any lighting ordinances or re	strictions that would prohibit the installation of the service
16. <u>X</u>	I agree to allow Duke Energy or its co Energy or its contractor responsible f	ontractor to drive vehicles/equipme	ent on my concrete drive or walkway and I will not hold Duke
17. <u>X</u>	Duke Energy or its contractor will not	he recognition for providing and	ediation or environmental control measures for preexisting ion of poles, apparatus (such as transformers or pedestals) or
	These provisions have been explaine		
0 10			
Owner/Custo	omer Signature 82 Y		Date
1504		2087	2/18/19
Duke Energy	Representative Phone No		

Date



# CUSTOMER RESPONSIBILITY CHECKLIST ADDENDUM Options for Managing Rock Encountered

As a customer/developer requesting Duke Energy (Duke) to install underground electrical facilities, I understand that the Duke Energy Line Extension Plan on file with the Public Utility Commission (copy available upon request) provides:

- that Duke shall have unimpeded access to install underground electrical facilities and
- that the requester shall pay for actual additional costs to the Duke caused by any above or below ground obstacles, including rock, terrain, presence of other utility lines, etc., that may be encountered

As the customer/developer of 1299 OLD HWY 25, ZIRCONIA NC I have reviewed the option below and have indicated the option that I prefer for my project by initialing in the space provided and signing the botto of this form.
Option #1:  Duke's contractor will remove any rock encountered while installing underground electrical facilities and Duke will bill me at established rates as shown on the Customer Responsibility Checklist for rock removal and/or providing/placing clean backfill material as needed.
Option #2:  If any rock is encountered by Duke's contractor while installing underground electrical facilities, I will expect to be contacted at that time and be given the option of whether to have the rock removed by myself or to allow Duke's contractor to continue work and bill me at the established rates as shown on the Customer Responsibility Checklist. I understand and I agree to pay for any crew standby or job pull-off time involved whe I'm being contacted for a decision and/or having the rock removed
<ul> <li>Option #3:</li> <li>Based on prior knowledge of rock conditions in my area/development, I agree to excavate any rock along the proposed electrical cable route prior to Duke's contractor commencing work on the project.</li> <li>I understand that Duke will provide me with a cable route layout for my use in determining where I will need to pre-prepare the cable route. In order for Duke to provide this layout, I understand that I must provide all required site plans and information for Duke's facilities design to the Duke representative at a minimum of weeks prior.</li> <li>Where rock is excavated, I am responsible for backfilling the ditch with clean, backfill and compacting the ditch line to a degree that Duke's contractor may trench back through the route for normal cable installation without the trench walls collapsing.</li> <li>I understand that if my backfill does not meet Duke's requirements for proper cushioning of the cable, I may be charged for providing/placing clean backfill at established rates as shown on the Customer Responsibili Checklist.</li> <li>I understand that if my lack of compaction causes Duke's contractor to spend extra time in trenching, I may be charged for the extra costs incurred above what normal trenching would have cost.</li> <li>I understand that in choosing this option, I am taking full responsibility for an unimpeded cable route for Duke. Should rock be encountered by Duke's contractor, they will remove the necessary rock and bill me the established rates as shown on the Customer Responsibility Checklist for rock removal and/or providing/placing clean backfill material as needed</li> </ul>
XCustomer/Developer Date
Bett Acologo 828-698-2087 2/18/19  Duke Energy Representative Phone Number Date