BOARD OF PUBLIC WORKS AND SAFETY (Form B-01-2012)
Agenda Request Form

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	August 24, 2016	**Meeting Date:**	Sept. 19, 2016
Contact Information:			
Requested by:	Joanna Myers, Senior Planner		
On Behalf of Organization or Individual:	Department of Planning & Engineering		
Telephone:	317-736-3631		
Email address:	jmyers@franklin.in.gov		
Mailing Address:	70 E. Monroe Street, Franklin, IN 46131		
Describe Request:			
Approval and Execution of Outdoor Lighting Service Agreement for Homesteads at Hillview, Sec. 2.			
List Supporting Documentation Provided:			
1. Outdoor Lighting Service Agreement – Homesteads at Hillview, Sec. 2			
Who will present the request?			
Name:	Joanna Myers	**Telephone:**	317-736-3631

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

5055 E. Main Street
Avon, In 46123

August 23, 2016

City of Franklin
PO Box 280
Franklin, IN 46131

Subject:
Homesteads At Hillview Sec 2
Franklin , IN 46131

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval.

This Agreement is associated with an agreement entered into with another party. That party has agreed to pay a onetime lump sum amount in consideration of the equipment installation costs. The enclosed Agreement indicates that you agree to pay only the continuous monthly charges for Energy Usage and Maintenance for as long as the lighting equipment is in service. These charges are estimated and do not include any applicable sales taxes or rate tariff riders for Energy Usage.

A description of the lighting equipment and the associated estimated Energy Usage and Maintenance charges are shown on pages 1 & 2 of the Agreement. Also, on page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards. Also, please review pages 3 & 4 to become familiar with the other terms of the Agreement.

Please sign both copies of the document, return one copy and retain one for your records. If the other party does not pay the lump sum amount this Agreement will become null and void, and we will propose another agreement to the appropriate party or parties.

Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new Agreement will be issued only upon your request.

You will receive a letter after the new lights are installed informing you when the lights are in service. Monthly billing will begin after the installation date, which also begins the initial term of the agreement.

Your signature on this Agreement is your approval for us to order the materials, process the work order, and proceed with installation once the lump sum payment has been received from the other party to this Agreement.

Sincerely,

Leslie Sanders
Duke Energy Representative
ph (317)745-1005
fax (317) 745-1010

Agreement Information	Energy and Maintenance			FR-11003436		08/23/2016
	Agreement Coverage			*Agreement Number*		*Current Date*
07602539	135820	75115	S442	V952	OLEIN	SULP
Customer Account Number	*Request Number*	*Corp.*	*CP Center*	*LOC*	*Work Code*	*Rate Code*

OUTDOOR LIGHTING SERVICE AGREEMENT

DE Indiana

1000 East Main Street, Plainfield , IN 46168

Business Name				The Agreement begins when Service is in operation and continues, with annual extensions, until either party terminates with written notice to the other party.
Customer Name	City of Franklin			
Service Location or Subdivision				
Service Address	Homesteads At Hillview Sec 2			
Service Address				
Service City, State, Zipcode	Franklin	IN	46131	
Mailing Name				Third Party Participant - One Time Payment
Mailing Business Name				
Mailing Address	PO Box 280			
Mailing Address				
Mailing City, State, Zipcode	Franklin	IN	46131	

This Company-owned lighting system or light(s) involves three billable components. These components are: (1) initial Equipment and installation costs; (2) Energy usage; and (3) Maintenance/operating costs. A third party has satisfied Equipment component. This Agreement will cover the Energy usage and Maintenance, and will continue for the service life of the lighting system or light(s). Please see attached drawing or Exhibit "A" for the proposed placement of lighting equipment.

WITNESSETH:
WHEREAS, Customer desires to have a Company-owned outdoor lighting system ("System") on designated property; and
WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system;
NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Below is the estimated monthly amounts for the lights and poles covered by this Agreement.

ITEM #	LUMINAIRE STYLE/DESCRIPTION	LAMP WATTS	LAMP SOURCE	IMPACT WATTS	EST ANNUAL KWH	**EST ENERGY CHG EACH	MAINT-OPER CHG EACH	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	50W-DELUXE ACORN GREEN-TYPE III 4000K	50	LED	0.05	200	$0.76	$4.44	7	$36.37
Lamp Source - MH = Metal Halide, HPS = High Pressure						**MONTHLY TOTALS**		**7**	**$36.37**

*Tariff riders and sales tax are not included and may cause the monthly amounts to fluctuate.

**The Energy may also be METERED. If Energy usage is metered, the information above is superceded by the METERED usage and charges.

In addition to the luminaire information with estimated monthly amounts shown above, please refer to Pole Information in Section 1 - A hereof, Energy Usage in Section 1 - B and System Maintenance information in Section IV for further details.

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Lighting Service Agreement ("Agreement") to be executed by duly authorized representatives, effective the Current Date first written above. This Agreement is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company") and the Customer. Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative		**AND**	**Customer / Representative**
Signature	Leslie Sanders	Signature	
Printed Name	Leslie Sanders	Printed Name	
Date	08/23/2016	Date	

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement.

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION I. EQUIPMENT AND INSTALLATION

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.

1.3 In addition to the Luminaires set forth on page 1, the System consists of the following poles:

A. Pole Information (monthly charges included with luminaires on page 1)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	12 MT HT-STYLE B-GREEN-12 AB ALUM FLUTED POLE	7
TOTAL NUMBER OF POLES		7

B. Energy Usage – Based on the appropriate State Utility Regulatory Commission approved rates.

Current Rate per kWh 0.045387 Rate Effective Date 09/14/2009 Estimated Annual Burn Hours 4000

*CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE

Impact Watts = The energy used by the lamp watts plus ballast watts.

a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.

b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).

c. Annual kWh divided by twelve (12) months equals monthly kWh.

d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item.

*Tariff riders and sales tax are not included, which may cause the amounts to fluctuate.

LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death), and reasonable attorneys' fees.

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE.

2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.

2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.

2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.

2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III. - ENERGY USAGE COST CALCULATION - See Page 1

3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.

3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulaorty entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. – SYSTEM MAINTENANCE

4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.

4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer-caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.

4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.

4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in an Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement.The estimated monthly amounts due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.

5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.

6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. - OTHER TERMS AND CONDITIONS

7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement.

7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.

7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.

2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.

3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.

4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.

5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.

6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.

8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.

9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company,(*i.e.*,owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.

10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.

11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (*e.g.*, metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.

12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.

13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.

14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.

15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.

16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

SAFETYFirst
- PERSONAL ACCOUNTABILITY
- ACTIVE CARING
- HAZARD RECOGNITION

USP: FUSE POLE 378-043
USP: FORSYTHE ST. SUBSTATION
USP:
USP:
USP:

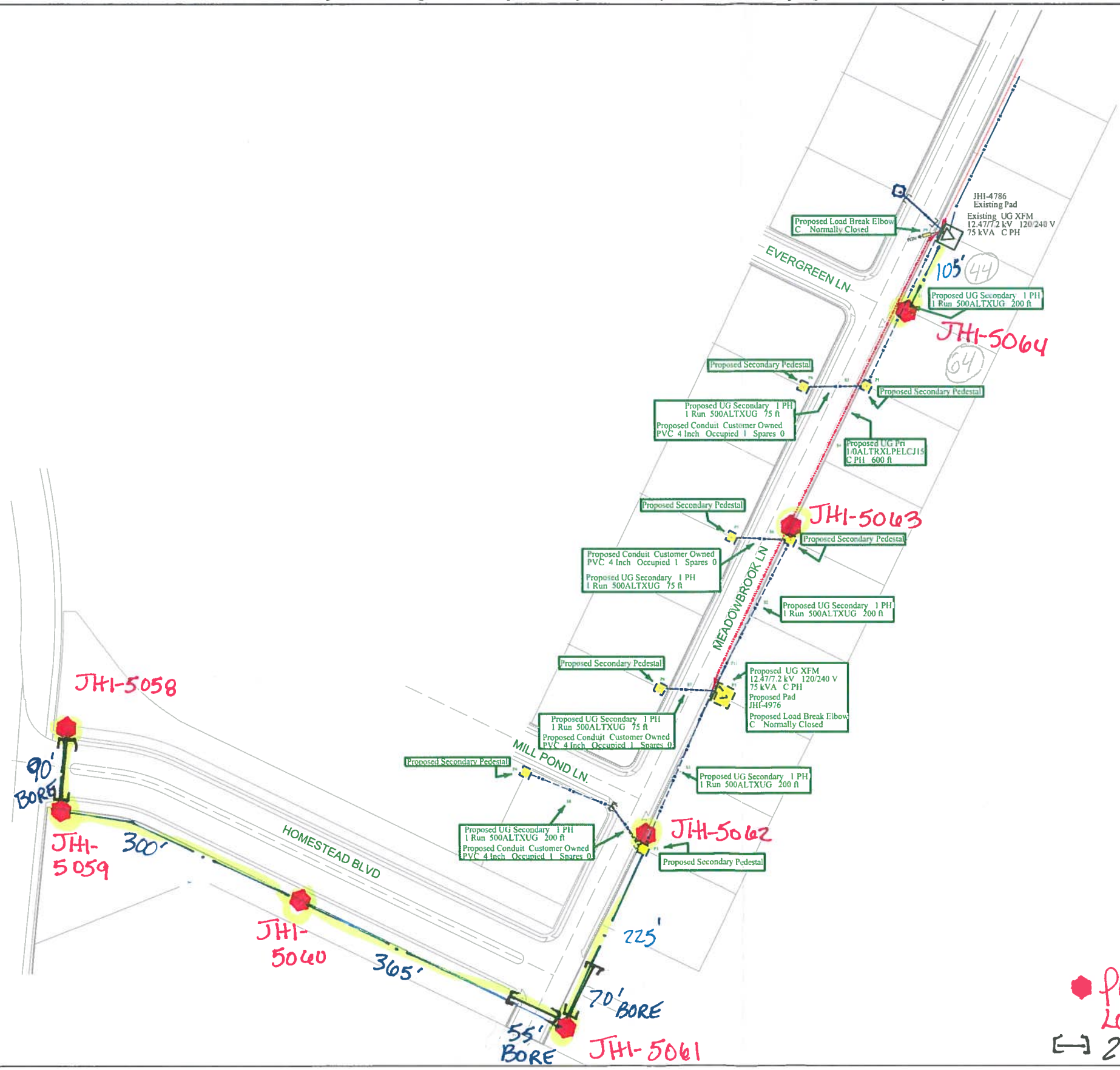
CIRCLE FOR SAFETY — DUKE ENERGY.

Safety Reminders / Adverse Conditions

?:
?:
?:
?:

WZS: Remember "Your Circle of Safety"
WZS:
WZS:
WZS:
WZS:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	
Customer/Contact	Tom Grimmer
Contact Phone	999-999-9999
Job Site Address	MeadowBrook Ln. and Evergreen Ln.
City	FRANKLIN
County	JOHNSON / NEEDHAM TOWNSHIP
State, Zip	IN,
Designer	Corey Hamblin
Designer Phone	317-800-2880

INSTALL 7- SECONDARY PEDISTALS; INSTALL 75 KVA XFM; INSTALL 600ft OF 1/O PRIMARY UG WIRE; INSTALL 1025ft OF 500 ALTXUG; REMOVE ARRESTOR

DUKE ENERGY.
Sheet 1 of 1
Scale = N/A

Approval Date	
Project ID(s)	
Transmission Circuit	
Substation Circuit	FORSYTHE ST. 1202
URD Number	
Primary Voltage	12.47/7.2Kv
District	FRKIL
Responsibility Center	S442
Location	V952
Tax Code	41018
Total Labor Hours	
Foreign Utility #	
Foreign Cable #	
Tree Trimming	Yes___ No X
Right of Way	Yes___ No X
Facility Agreement	Yes___ No X
Permit Required	Yes___ No X
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	
Completed By	
Completed Date	

11003436
OLEIN
HOMESTEADS AT
HILLVIEW SEC 2

CITY OF FRANKLIN
GRIMMER ENT.
-7 - 50W LED GREEN
DELUXE ACORNS
ON 12' "B" POLES
6AUDXUG SEC

● PROPOSED STREET LIGHT LOCATIONS
⟷ 2" BORE