

ACCOUNT NAME MECKLENBURG COUNTY SERVICE ADDRESS 2425 Sports Parkway, MATTHEWS, NC , 28105 Account Number 1136612028

NC Service Agreement - Outdoor Lighting

Duke Energy Corporation - Electronic Form Repository
Electric Distribution form for North Carolina Only

Duke Energy Carolinas LLC

Customer Name	MECKLENBURG COUNTY	Project Name	Sportsplex	Duke Energy Carolinas LLC, Employee	
Service Address	2425 Sports Parkway, MATTHEWS, NC, 28105			Contractor working for Duke Energy Carolinas, LLC	
Mailing Address	600 East 4th Street Floor 11, Charlotte, NC, 28202			Date	
Service Requested By	DAVID SUDDRETH		9807222363	* Total Monthly Charges	\$115.48
	Title		Phone	One Time Payment (incl. tax)	\$0.00
				Total Cost (Initial Term plus One Time Payment Charges)	\$13.857.60
				*Subject to change per KWH as shown on effective rate schedule	

This agreement, when signed by the Customer and by an authorized representative of Duke Energy Carolinas LLC ("Duke"), will be a contract under which Duke agrees to furnish the outdoor lighting service indicated below to the Customer and the Customer agrees to pay for the service in accordance with the terms of Rate Schedule -OL and Duke's Service Regulations on file with the North Carolina Utilities Commission, and on file in Duke's offices, (AS THE RATE SCHEDULE AND SERVICE REGULATIONS MAY BE MODIFIED FROM TIME TO TIME) which Rate Schedule and Service Regulations are hereby incorporated as part of this agreement.

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 of any cause beyond Duke's reasonable 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 provide the service during any 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 regular daytime working hours as soon as practical following notification by the Customer of such problems.

It is further agreed that Duke reserves the right to discontinue service and remove the fixtures from the Customer's premises if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement. The initial term of this Agreement shall be **10 Years**, and thereafter it shall continue until terminated by either party giving 30 days written notice to the other party. IN THE EVENT OF TERMINATION DURING THE INITIAL TERM OF THIS AGREEMENT, THE CUSTOMER AGREES TO PAY DUKE 40% OF THE TOTAL MONTHLY CHARGE FOR THE NUMBER OF MONTHS REMAINING IN THE INITIAL TERM.

Customer Signature :

Special Instructions : (2) Double Floodlights for entrance to Sportsplex Stadium and walkways

Date

Work Request Number : 31946414

SA ID : 20190517091956379

Decorative Luminaires :

Description	Black,Floodlight,A-AL,Direct Buried,Floodlight,130W,15000,LED,35',Double			
Payment Type :	Monthly			
		#Units	1 Time Charge	Monthly Charge
Decorative Adder :	\$9.12	2	\$0.00	\$18.24
Luminaire Base Rate:	130W,15000 Lumens ,LED,Floodlight			
Existing Pole	\$18.24	2		\$36.48
New Pole w/OH	\$25.84	0		\$0.00
New Pole w/UG	\$30.38	2		\$60.76
TOTAL:			\$0.00	\$115.48

Additional Monthly Charges

Additional Monthly Charge for underground conductor \$.07 for each increment of 10 feet or less, over 150 service feet per pole
Total Secondary UG installed (in feet) 40 10' increments over 150' per pole=

$$\begin{aligned} 0 &\times 0.07 = \$0.00 \\ \$0.00 \times 2 \text{ poles} &= \$0.00 \end{aligned}$$

Sub Total

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) \$13,857.60
Are any old facilities to be removed ? No



Dear Duke Energy Customer,

Duke Energy is pleased to provide your electric service. In doing so, our goal is to meet your request with the least possible disturbance to your property without damaging any underground objects that may be present.

To provide the service you have requested, we must rely on your knowledge of any underground objects or obstructions that may impede the installation of poles, apparatus or underground facilities. You are the primary source of information about such objects or obstructions that could be damaged by Duke Energy or our contractor's equipment.

In the interest of safety and a damage-free and timely installation, please do the following:

1. Use the checklist(s) below to insure all site readiness requirements are completed.
2. Acknowledge that you understand the Electric Service Installation Provisions.

You may be responsible for any additional costs incurred by Duke Energy due to our inability to perform work on schedule as a result of the site not being ready or remaining ready until all work has been completed. If you have questions about these provisions or your electric service, please ask the Duke Energy representative handling your request. Thank you for your cooperation, and we look forward to providing you a safe and timely installation.

Site Contact Name: _____ Contact Number: _____

Site Readiness Checklist

Note: All marking/locating of lines and other customer-owned equipment must be done with flags, stakes, or paint. In accordance with 811 process all markings must be respected and protected.

CUSTOMER NAME: Mecklenburg County SERVICE ADDRESS: 2425 Sports Parkway

SITE READY DATE: _____ DATE SERVICE NEEDED (REQUIRED DATE): _____

REQUIRED	REQUIREMENT	COMPLETED
<input type="checkbox"/>	Route clear (minimum 10 ft. width from source to meter base).	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Grading within 6 inches of final or to final grade as indicated on Electric Service Installation Provisions	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Builder/Private underground obstacles (lines, tanks, tree protection zones, etc.) located and marked.	<input type="checkbox"/>
<input type="checkbox"/>	Effective July 1, 2016, Meter Socket(s)/Meter Center(s) is on the Meter Equipment Group approved list.	<input type="checkbox"/>
<input type="checkbox"/>	Self-Contained Meter Base Ready (meter base, load-side conductors, grounding rod and conductor installed).	<input type="checkbox"/>
<input type="checkbox"/>	CT cabinet / metering trough location marked/installed as indicated on CT Metering Site Readiness Checklist	<input type="checkbox"/>
<input checked="" type="checkbox"/>	I have been shown the pictures of Duke Energy's standard underground installation equipment and understand the potential impact to my property.	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Large truck and/or trencher route clear to access meter base, poles, transformers, or other Duke Energy equipment.	<input type="checkbox"/>
<input type="checkbox"/>	Work only in dry conditions to prevent yard damage.	<input type="checkbox"/>
<input type="checkbox"/>	Individual Right of Way - signed and returned. All other Rights of Way – properly executed and returned.	<input type="checkbox"/>
<input type="checkbox"/>	Contribution-in-aid of construction obligation is met.	<input type="checkbox"/>
<input type="checkbox"/>	Concrete transformer pad is poured and metering conduit installed per specifications	<input type="checkbox"/>
<input type="checkbox"/>	Conduit (Gray, Schedule 40) installed, as discussed with project designer, for underground primary or service installations per specifications.	<input type="checkbox"/>
<input type="checkbox"/>	In multi-unit structures, all meter boxes are permanently and correctly marked/installed	<input type="checkbox"/>
<input checked="" type="checkbox"/>	I have read, understood, and accepted the Electric Service Installation Provisions' terms.	<input type="checkbox"/>
<input type="checkbox"/>	As a developer, I understand my responsibilities outlined on the attached Subdivision/Multi-Family Checklist	<input type="checkbox"/>
<input checked="" type="checkbox"/>	I have notified Duke Energy of the completion of the above Site Ready requirements.	<input type="checkbox"/>
<input type="checkbox"/>	The maximum number of customer conductors per phase - 10 for 600 MCM or smaller - 8 for larger than 600 MCM.	<input type="checkbox"/>
<input type="checkbox"/>	I have received a copy of the Duke Energy Pad Mounted Transformer Building Clearance Standard.	<input type="checkbox"/>
<input type="checkbox"/>	There are no known environmental hazards or contaminants on my property.	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>

Once you have satisfied all of the requirements checked above, and if applicable on the accompanying CT Metering Site Readiness Checklist, please report to Duke Energy that your site is ready for service by calling DexterDodson@7047856569, or, by faxing this form to _____, referring to Work Order # (Customer Job #) 31946414.

Owner/Customer Signature _____

Date _____

Your request will not be scheduled until you have completed this notification. Standard scheduling and construction lead-times must be allowed before expecting delivery of your service.

Thank You

Effective 9/1/2018



Electric Service Installation Provisions

WO# 31946414

(Internal Use Only)

I, _____, have requested that Duke Energy install above ground or underground electric service conductors at my home/business located at : 2425 Sports Parkway. In making this request, I agree to the following checked provisions:

1. ☒ While Duke Energy is responsible for locating publicly owned underground utility lines (telephone, CATV, gas) I am responsible for identifying for Duke Energy or its agent the correct location of all privately-owned underground objects that might be damaged by or cause damage to Duke Energy's equipment or its contractor's equipment in the process of installation. Underground objects include, but are not limited to: **septic tanks, drain lines, drain fields, designated repair areas, water lines, irrigation lines and electrical lines not owned by Duke Energy or other publicly owned utilities.**
2. ☒ Once I have physically marked the privately-owned underground objects, within + or - 24 inches, using paint, flags, or stakes, Duke Energy or its contractor will assume responsibility for avoiding damage to said objects.
3. ☒ I assume full responsibility for any damage to privately-owned underground objects caused by my failure to notify or incorrectly notify Duke Energy of the location of the underground objects.
4. ☒ Duke Energy or its contractor will assume responsibility for performing said installation in a professional manner by avoiding damage to obvious above ground objects such as curbs, gutters, shrubbery, sidewalks, and buildings.
5. ☒ I understand the specific route of the proposed above ground or underground conductors and location of poles and/or apparatus as described by the Duke Energy representative.
6. ☒ In the course of installing underground lines and equipment in areas with landscape trees, there is the probability of some root damage and I will not hold Duke Energy or its contractor responsible for damage to or the health of any trees.
7. ☒ Equipment tracks and ground disturbance will result from the use of equipment necessary for the installation of above ground or underground facilities.
8. ☒ Duke Energy or its contractor **will not** be responsible for providing non-standard erosion control measures, reseeding lawns or replacing gravel in the area(s) disturbed due to the installation of poles, apparatus (such as transformers or pedestals) or underground facilities.
9. ☒ I understand that I am responsible for complying with any state or federal requirements related to stormwater discharge including any site stabilization measures.
10. ☒ I may be required to pay a contribution in aid of construction if rock or other adverse conditions are encountered. Refer to the Line Extension Plan (copy available upon request). Costs associated with lighting installations may vary from those listed below or could potentially be less if your project involves joint installation with other utilities. These conditions include, but are not limited to, the following examples:

Examples of Charges

Trench Rock, Non-blast
Place clean sand/clay backfill in a standard trench
Provide clean sand/clay backfill from on-site or offsite
Provide conduit in trench
Punching under roads/driveways/sidewalk
Mechanical tamping to avoid settling of trench
Rock hole pole
Rock hole anchor
Crew delay due to customer or site conditions
Engineering costs
Other: _____

Unit Cost

\$ 44.65 per cubic foot
\$ 3.25 per linear foot
\$ Actual Cost plus 15%
\$ 5.52 per linear foot
\$ 25.02 per linear foot
\$ 2.91 per linear foot
\$ 372.01 per pole
\$ 371.47 per anchor
\$ 94.56 per hour (\$125 min)
\$ 65.00 per hour
\$ _____

11. ☒ To meet National Electric Safety Codes, work site grading, and landscaping must be ___ at final grade or ___ within 6 inches of final grade (Duke Representative to initial appropriate item) before installation of underground facilities. Refer to the Line Extension Plan (copy available upon request).
12. ☒ I understand that I may be responsible for any additional costs incurred by Duke due to Duke's inability to perform work on schedule as a result of my failure to have the site ready or remain ready until all work has been completed (\$125 minimum charge).
13. ☒ I have requested that Duke Energy install underground facilities on the property listed above. In making this request, I agree to be the single point of contact for Duke Energy and agree that I may be financially responsible to Duke Energy for any damage to Duke Energy's equipment that is caused by a contractor retained by me who is uninsured or otherwise does not have the financial ability to pay for said damages.
14. ☒ I have provided Duke Energy with the correct load information to size the electrical facilities required by this request for service. I understand that there may be charges if the actual load requires Duke Energy to alter electrical facilities installed for this request for service.
15. ☒ I assume full responsibility to determine if any lighting ordinances or restrictions that would prohibit the installation of the service requested.
16. ☒ I agree to allow Duke Energy or its contractor to drive vehicles/equipment on my concrete drive or walkway and I will not hold Duke Energy or its contractor responsible for damage to my concrete drive or walkway.
17. ☒ Duke Energy or its contractor will not be responsible for providing remediation or environmental control measures for preexisting environmental hazards or contaminants discovered during the installation of poles, apparatus (such as transformers or pedestals) or underground facilities.
18. ☒ These provisions have been explained to me and I have received a copy of this document.

Owner/Customer Signature

Date

Duke Energy Representative

Phone Number

Fax Number

Date

CUSTOMER RESPONSIBILITY CHECKLIST ADDENDUM

Effective 9/1/2018

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 2425 Sports Parkway I have reviewed the options below and have indicated the option that I prefer for my project by initialing in the space provided and signing the bottom 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 while I'm being contacted for a decision and/or having the rock removed

_____ **Option #3:**

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.

- 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 4 weeks prior.
- 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.
- 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 Responsibility Checklist.
- 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.
- 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 at the established rates as shown on the Customer Responsibility Checklist for rock removal and/or providing/placing clean backfill material as needed

X _____
Customer/Developer Date

Duke Energy Representative Phone Number Date

PLEASE INITIAL BESIDE THE OPTION YOU SELECT ABOVE, SIGN AND DATE