

ORDINANCE NO. 2014 - 40

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DUKE ENERGY OHIO, INC., IN THE AMOUNT OF \$17,652.73, FOR ELECTRIC SERVICE LINE EXTENSION AT 2500 MASON MORROW MILLGROVE ROAD (WILLOW BROOKE REGIONAL LIFT STATION) AND DECLARING AN EMERGENCY**

WHEREAS, the City of Mason requires power to serve the Willow Brooke Regional Lift Station at 2500 Mason-Morrow-Millgrove Road, which is currently under construction; and

WHEREAS, Duke Energy Ohio, Inc. has submitted a proposal for the electric service line extension and related services.


NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, seven members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into a contract with Duke Energy Ohio, Inc., in the amount of \$17,652.73, for the electric service line extension and related services substantially in the form of the contract attached hereto as Exhibit "A" and incorporated herein by reference.

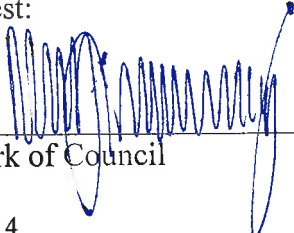
Section 2. That the Finance Director is hereby authorized to pay Duke Energy Ohio, Inc. an amount not to exceed \$17,652.73 pursuant to the terms of the contract.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately upon its passage. The need for said emergency is the necessity to get electric power service as soon as possible and avoid delay to the project.

Passed this 9<sup>th</sup> day of June, 2014.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
Clerk of Council

6/2/14



NON-RESIDENTIAL LINE EXTENSION AGREEMENT

This Agreement is made this 12TH day of MAY, 2014 between Duke Energy Ohio, Inc, hereinafter called the "Company", and CITY OF MASON hereinafter called the "Applicant".

The Applicant(s) must demonstrate that he/she is the owner of the premises to be served. The Applicant(s) must apply for electric service within 90 days after the construction of the line extension.

The Company agrees to make a line extension in accordance with its general service rules and regulations as described in Duke Energy Ohio Electric Tariff Sheet No.73.3 filed with The Public Utilities Commission of Ohio. The Applicant agrees to receive and pay for Electric Service, as defined in Ohio Revised Code, Section 4933.81 (F), to be supplied to premises located at 2500 MASON MORROW MILLGROVE RD and in conformity with the applicable rates of the Company filed with The Public Utilities Commission of Ohio, as the same are now or may be in effect, from time to time. The line extension and all other facilities erected or supplied by the Company shall be and remains the Company's property.

The Company will install electric facilities to serve said premises in accordance with the design of facilities as shown by enclosed drawing (Duke Work Order Emax #: 5318594), made a part of this agreement. This work will be completed based on the representation of the Applicant that 2500 MASON MORROW MILLGROVE RD will be directly connected to the extension of electric facilities provided herein. This agreement is based upon the Company's ability to obtain Right of Way or easements for facilities described above. Should these or other factors reveal unanticipated costs, the parties will amend this Agreement to incorporate such costs.

The Company may make additions and/or extensions to the facilities extension provided for herein from the end of, or from any point in, said extension. Any such addition and/or extension shall be treated as a separate and new project, and the Company will not make refunds for premises served by any such addition and/or extension to the electric facilities extension provided for herein *except as noted below within 50 months after completion.*

The Company will endeavor to complete the installation of this facilities extension within a reasonable time after the Applicant(s) sign this Agreement. However, completion may be delayed by the Company's inability to obtain right-of-way, or other materials of the size and kind required, or by regulation, order or decree of any governmental authority having actual or apparent jurisdiction over such matters prohibiting, postponing or delaying such completion, or by any cause beyond the control of the Company. In this event, the Company will not be responsible in damages, or otherwise, for failure to complete said installations within such time for any reason; provided, however that the Company will take all reasonable steps to complete such installation properly.

This Agreement is executed in part, upon the representations made by the Applicant at the time this Agreement is signed. If the Company determines that the Applicant has misrepresented any intentions in this regard and these misrepresentations cause the Company to incur expenses which it otherwise would not have incurred absent these misrepresentations, Applicant agrees to promptly reimburse the Company for all such expenses or correct the misrepresentation by fulfilling his/her obligations as promised hereunder.

Prior to scheduling the construction of this line extension, Applicant must pay to the Company the sum of \$17,652.73, pursuant to Ohio Administrative Code Rule 4901:1 -9-07 (D)(3). The total cost due is equal to the sum of the Standard Service Installation cost of \$17652.73, (which is equal to forty percent (40%) of the total Standard Service Installation cost of \$44,131.83 ) plus the Premium Service Cost of \$0.00.

Pursuant to Ohio Administrative Code Rule 4901: 1-9-07 (F), if additional customers utilize all or part of this extension within 50 months after completion, the Applicant may be entitled to a refund which represents a pro rata portion of the original cost calculated to equitably share the cost responsibility for those facilities used in service by both the new and original Applicant. The Applicant is responsible for notifying the Company when a new Applicant is connected and utilizes the extension associated with the installation cost that was paid.

IN WHICH WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

\_\_\_\_\_  
Name of Customer (Print)

\_\_\_\_\_  
Telephone Number (10 digit)

\_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
Date



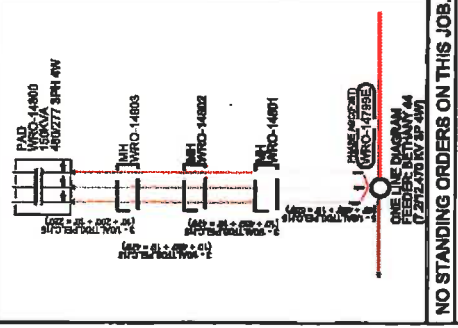
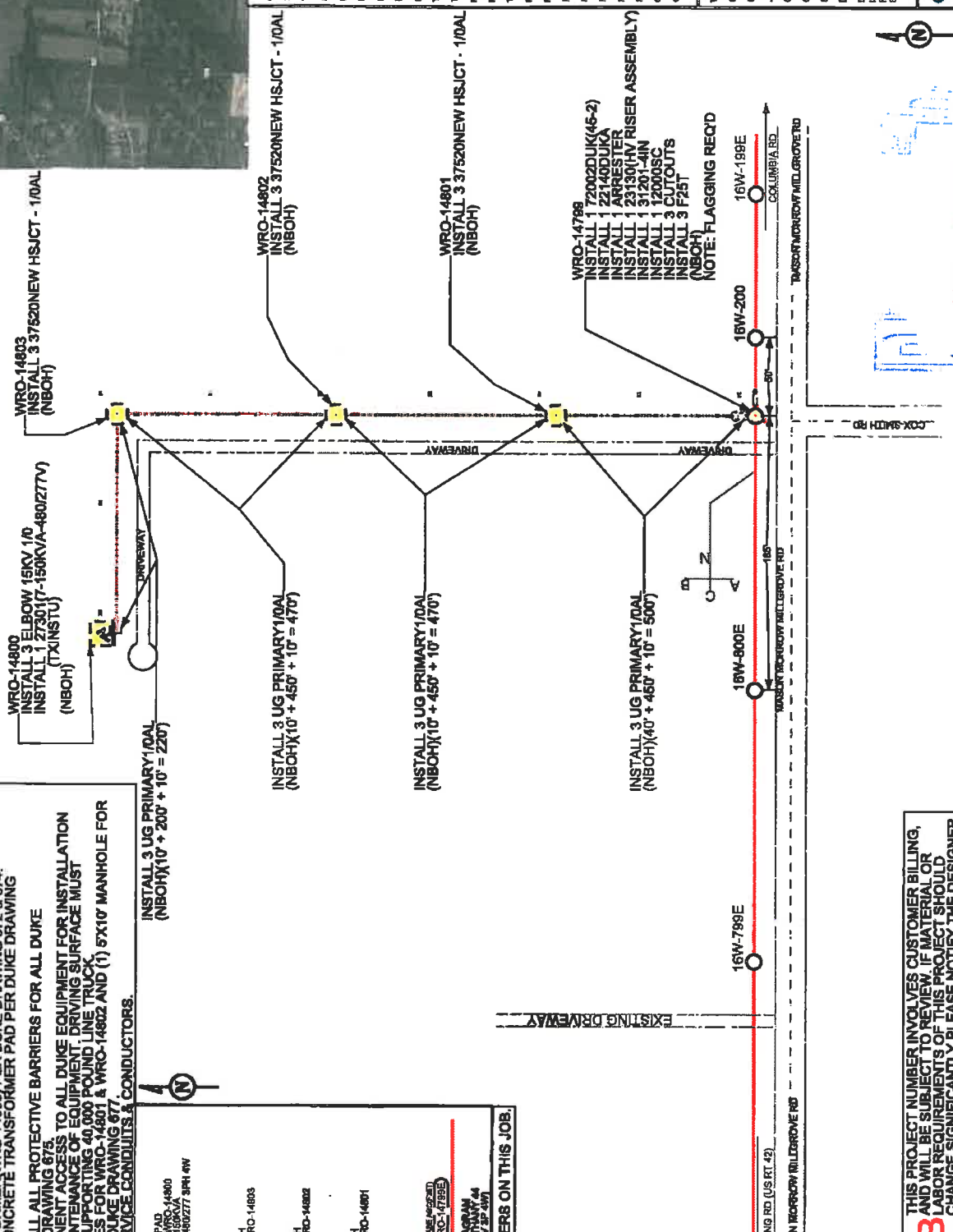
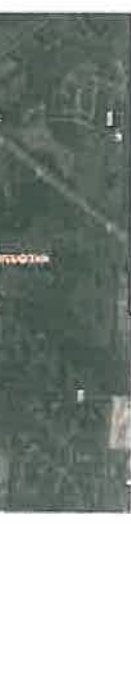
WCS: Remember "Your Circle of Safety"

WCS:  
WCS:

UPR-UP STREAM PROTECTION BY FEEDER BETHANY 44

URP:  
URP:

- CUSTOMER TO INSTALL:**
1. PROVIDE A INSTALL 2" CONDUITS FROM TERMINAL POLE (WRO-14799) TO MH(WRO-14801) THEN TO MH(WRO-14802), THEN TO MH(WRO-14803), THEN TO TRANSFORMER(WRO-14800) PER DUKE DRAWING 872 & 874.
  2. PROVIDE 8"x8" CONCRETE TRANSFORMER PAD PER DUKE DRAWING 873 & 874.
  3. PROVIDE & INSTALL ALL PROTECTIVE BARRIERS FOR ALL DUKE EQUIPMENT PER DRAWING 875.
  4. PROVIDE PERMANENT ACCESS TO ALL DUKE EQUIPMENT FOR INSTALLATION AND FUTURE MAINTENANCE OF EQUIPMENT. DRIVING SURFACE MUST BE CAPABLE OF SUPPORTING 40,000 POUND 1.5 TON TRUCK.
  5. (2) 4"x6" MANHOLES FOR WRO-14801 & WRO-14802 AND (1) 5"x10" MANHOLE FOR WRO-14803 PER DUKE DRAWING 877.
  6. PROVIDE ALL SERVICE CONDUITS & CONDUCTORS.



NO STANDING ORDERS ON THIS JOB.

**BILL JOB**  
THIS PROJECT NUMBER INVOLVES CUSTOMER BILLING, AND WILL BE SUBJECT TO REVIEW IF MATERIAL OR LABOR REQUIREMENTS OF THIS PROJECT SHOULD CHANGE SIGNIFICANTLY. PLEASE NOTIFY THE DESIGNER.

Approved Date	NBOH
Project (Bill)	BETHANY 44
Transmission Circuit	7.202.000V
Inclusion Circuit	BRECON
URP Number	3450
Primary Voltage	3882
District	83 DM80
Responsibility Center	128.7A
Location	128.7A
Year Cuts	128.7A
Total Labor Hours	128.7A
Foreign Utility #	128.7A
Foreign Code #	128.7A
Time Tracking	Yes, No
Right of Way	Yes, No
Permit Agreement	Yes, No
Permit Required	Yes, No
Permit Type/No.	CITY OF JASON
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	
Completed By	
Completed Date	
Work Order Number	810884
Customer/Contact	CITY OF JASON
Contact Phone	RYAN TYREE
Job Site Address	613.228.0002001
City	JASON
County	WARREN
State, Zip	OHIO / 45841
Designer	CHARLES K. ANDRSON
Design/Phone	613.287.1184
INSTALL TERMINAL POLE, UG CONDUCTOR AND PAD MOUNT TRANSFORMER (150KVA 480/277V) TO SERVE CUSTOMER.	

DUKE ENERGY  
Sheet 1 of 1  
Scale = NA



May 12, 2014

CITY OF MASON  
Attn: MR. RYAN TYREE  
6000 MASON MONTGOMERY RD  
MASON, OH. 45040

Dear MR. RYAN TYREE,

This letter is in reference to the enclosed Site Readiness Checklist and Line Extension Agreement for the extension of electric facilities at 2500 MASON MORROW MILLGROVE RD. The Site Readiness Checklist contains a list of customer requirements that must be completed prior to Duke Energy scheduling the installation of facilities. The Customer and Property owner must sign this document.

The Line Extension Agreement discloses a total upfront cost of \$17,652.73, which must be paid prior to the start of construction. This cost is the sum of the Standard Service Installation cost of \$17652.73, which is forty percent (40%) of the total Standard Installation costs of \$44,131.83, per Ohio Administrative Code Rule 4901:1-9-07 (D)(3), plus the Premium Service cost of \$0.00. If additional customers utilize all or part of this extension within 50 months of completion, please contact Duke Energy at 1-800-544-6900 as you may be entitled to a refunded portion of this cost.

Please sign and return the documents to me in the envelope provided. Do NOT send payment at this time. Once the signed Line Extension Agreement is received, an invoice for the required amount payable will be mailed to you. This estimate is only valid for 90 days. If the invoice is not paid on or before 12 AUGUST, 2014 the job will need to have a new cost estimate prepared, which may change the cost of the line extension.

I have enclosed a copy of the construction drawing referenced in the Line Extension Agreement for your records. If there are any questions, please feel free to contact me at (513) 287-1194.

Sincerely,

A handwritten signature in black ink that reads 'Charles K. Nordin'.

CHARLES K. NORDIN  
Customer Project Coordinator

