

**CITY OF SHELBY - OUTDOOR LIGHTING CONTRACT**

Customer Name \_\_\_\_\_ Project Name \_\_\_\_\_ COS Representative \_\_\_\_\_  
 Service Address \_\_\_\_\_ Date \_\_\_\_\_

Service Requested By \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_ **TOTAL MONTHLY CHARGE \$** \_\_\_\_\_  
 \*Charges subject to electric rate increases

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

This agreement, when signed by the Customer and by an authorized representative of the City of Shelby ("the City"), will be a contact under which the City 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 the current Rate Schedule and the City's Service Regulations on file in the City's Customer Services office, (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.

The City 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 the City's reasonable control or because the City needs to suspend the service for the purpose of inspecting or making repairs or alterations to its lines or other equipment, then the City shall not be obligated to provide the service during any such interruption, suspension or failure, and the City shall not be liable for any damage or loss resulting there from. The City will replace burned out lamps and otherwise maintain the fixtures during regular daytime working hours as soon as practical following notification by the Customer of such problems.

It is further agreed that the City 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 Agreement, Rate Schedule or this Agreement. The initial term of the Agreement shall be \_\_\_\_\_ 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 THE CITY THE TOTAL MONTHLY CHARGE FOR THE NUMBER OF MONTHS REMAINING IN THE INITIAL TERM.

**For specific situations, the minimum contract term shall be as follows:**

1. One year for all luminaries designed as standard by the City, bracket-mounted on standard wood poles served by overhead conductors.
2. Five years for all luminaries designed as non-standard by the City, and all standard luminaries served by underground conductors.
3. Ten years for all luminaries designed as non-standard by the City, and all standard luminaries mounted on supports other than standard wood poles.
4. Fifteen years for all luminaries or supports designated by the City as decorative or other unusual design.

Outdoor lighting will be placed on customer property only where a utility line truck has access. No outdoor light poles will be set in locations inaccessible to a line truck. The City does not maintain clearance around outdoor lighting or the conductors that feed outdoor lighting. Tree trimming for outdoor lighting is the responsibility of the property owner.

**Prices effective July 2006**  
**Standard Luminaries**

	Existing Pole	No. of Units	Monthly Charge	New Pole Fed Urd (from OH)	No. of Units	Monthly Charge	New Pole Fed Urd (from URD)	No. of Units	Monthly Charge
100 watt, 9,500 lumen High Pressure Sodium NEMA head	\$ 8.98	_____	_____	\$ 9.51	_____	_____	\$ 9.35	_____	_____
250 watt, 27,500 lumen High Pressure Sodium Cobrahead flat lens	\$ 22.43	_____	_____	\$ 22.97	_____	_____	\$ 22.81	_____	_____
250 watt, 27,500 lumen High Pressure Sodium Flood light	\$ 22.43	_____	_____	\$ 22.97	_____	_____	\$ 22.81	_____	_____
400 Watt High Pressure Sodium Flood fixture	\$ 27.67	_____	_____	\$ 28.21	_____	_____	\$ 28.05	_____	_____
400 watt, Customer owned and maintained	\$ 15.12	_____	_____						
400 watt, Customer owned, maintained by City, materials provided by Customer	\$ 16.20	_____	_____						
1000 watt, Customer owned and maintained	\$ 37.80	_____	_____						
1000 watt, Customer owned, maintained by City, materials provided by Customer	\$ 39.96	_____	_____						

**Additional Monthly Charges**

30' standard wood pole w/o luminaries	N/A	N/A	N/A	\$ 1.84	_____	_____	\$ 1.84	_____	_____
35' standard wood pole instead of 30'	N/A	N/A	N/A	\$ 0.33	_____	_____	\$ 0.33	_____	_____
40' standard wood pole instead of 30'	N/A	N/A	N/A	\$ 0.44	_____	_____	\$ 0.44	_____	_____
Two luminaries mounted on one pole	\$ (1.70)	_____	_____	N/A	N/A	N/A	N/A	N/A	N/A
Brackets longer than standard each	\$ 0.80	_____	_____	\$ 0.80	_____	_____	\$ 0.80	_____	_____
Downguys or Spanguys each	\$ 0.64	_____	_____	\$ 0.64	_____	_____	\$ 0.64	_____	_____
Primary extension	1.7% of \$ _____ =	N/A	N/A						
Other	1.7% of \$ _____ =								

**Additional Monthly Charges For Underground Conductor**

101 - 200 feet underground conductor per luminary	N/A	N/A	N/A	\$ 0.97	_____	_____	\$ 0.82	_____	_____
\$.07 for each increment of 10 feet or less,	N/A	N/A	N/A	N/A	N/A	N/A			
Over 200 service feet per pole	\$ .07 X _____ =	N/A	N/A						
Decorative luminaries	1.7% of \$ _____ =	N/A	N/A						
Luminary description: _____		N/A	N/A	N/A					

SPECIAL INSTRUCTIONS \_\_\_\_\_ **SUBTOTAL \* \$ -** **SUBTOTAL \* \$ -** **SUBTOTAL \* \$ -**