

ACCOUNT NAME _____

SERVICE ADDRESS _____

CONTRACT END DATE: _____

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**

This agreement, when signed by the Customer and by an authorized representative of the City of Shelby ("the City"), will be a contract 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 designated as standard by the City, bracket-mounted on standard wood poles served by overhead conductors.
2. Five years for all luminaries designated as non-standard by the City, and all standard luminaries served by underground conductors.
3. Ten years for all luminaries designated 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 of Shelby is not responsible for damage to yards resulting from equipment used for security light installation.

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 2017

RENTAL CHARGES

<u>Standard Luminaries</u>	<u>Charge Per Unit</u>	<u>No. of Units</u>	<u>Total Charge</u>
40 watt, 3,500 lumen LED	\$ 15.64	_____	_____
73 watt, 8,085 lumen LED	\$ 16.87	_____	_____
161 watt, 16,300 lumen LED	\$ 19.81	_____	_____
100 watt, 9,500 lumen High Pressure Sodium NEMA head**	\$ 11.60	_____	_____
150 watt, 15,000 lumen High Pressure Sodium**	\$ 17.40	_____	_____
250 watt, 27,500 lumen High Pressure Sodium**	\$ 28.99	_____	_____
250 watt, 27,500 lumen High Pressure Sodium, Flood light**	\$ 28.99	_____	_____
400 Watt High Pressure Sodium Flood fixture	\$ 35.75	_____	_____
400 watt, Customer owned and maintained**	\$ 19.54	_____	_____
400 watt, Customer owned, maintained by City, materials provided by Customer**	\$ 20.92	_____	_____
1000 watt, Customer owned and maintained**	\$ 47.89	_____	_____
1000 watt, Customer owned, maintained by City, materials provided by Customer**	\$ 51.66	_____	_____

**** No longer offered effective April 2017**

Total Monthly Charge:* \$ _____

SPECIAL INSTRUCTIONS:

CHARGES DUE BEFORE INSTALLATION

<u>Additional Items/Non Standard Luminaries</u>	<u>Charge Per Unit</u>	<u>No. of Units</u>	<u>Total Charge</u>
Additional 30' standard wood pole w/o luminaries	\$ 83.00	_____	_____
Additional 35' standard wood pole w/o luminaries	\$ 123.62	_____	_____
Additional Bracket			
6 foot	\$ 45.30	_____	_____
8 foot	\$ 73.00	_____	_____
12 foot	\$ 125.00	_____	_____
20 foot	\$ 154.33	_____	_____
Additional Down Guy	\$ 93.54	_____	_____
Additional Span Guy	\$ 125.22	_____	_____
Primary Extension (per foot)	Actual Cost	_____	_____
Underground Secondary Conductor (per foot)	\$ 1.17	_____	_____
Decorative Luminaries	Actual Cost	_____	_____
Decorative Poles	Actual Cost	_____	_____
			SUBTOTAL* \$ _____

Luminary description: _____

Customer Signature _____