

UTILITY REIMBURSEMENT AGREEMENT

(City of Noblesville – Pleasant Street Phase 2)

THIS AGREEMENT, made and effective this _____ day of _____, 20___, is by and between **Duke Energy Indiana, LLC**, an Indiana limited liability company (hereinafter referred to as “DEI”), and **City of Noblesville** in Indiana (hereinafter referred to as “the Local Government”).

WITNESSETH:

WHEREAS, as an Indiana public utility, DEI has the right under Indiana law to construct, operate and maintain its utility facilities upon Indiana public road right of way including but not limited to, **Pleasant Street** in **Noblesville**, Indiana; and

WHEREAS, DEI has constructed and now operates and maintains certain electric line facilities on its fee owned property and near or adjoining **Pleasant Street**, all of which are more particularly depicted or described on the attached Exhibit “A” (hereinafter referred to as “the Utility Facilities”); and

WHEREAS, the Local Government needs to make certain improvements to or within **Pleasant Street**, and the Local Government and DEI have determined that the Utility Facilities will need to be relocated before this improvement can be made by the Local Government; and

WHEREAS, the Local Government has acquired or will acquire at the expense of the Local Government, a relocation area which is located upon public road right of way, which relocation area DEI has determined is suitable and is hereinafter referred to as “said relocation area”; and

WHEREAS, the Local Government has requested DEI to relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit “A,” and

WHEREAS, DEI is willing to relocate the Utility Facilities to said relocation area; provided that the Local Government reimburses DEI for the costs incurred by DEI to do so; and

WHEREAS, the Local Government is willing to reimburse DEI for such costs subject to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises from, to and between DEI and the Local Government, hereinafter contained, DEI and the Local Government do hereby agree to and with each other, as follows:

SECTION I. DEI will relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit "A" (hereinafter referred to as "the Work"). The preliminary estimated cost thereof is **\$408,568.00** as shown on the attached Exhibit "B".

SECTION II. The Local Government shall reimburse DEI for the actual costs incurred by DEI to perform the Work within forty five (45) days after receiving a written, itemized statement from DEI. Said statement shall include supporting documentation to substantiate the claim. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed necessary by the Local Government to support such invoice. DEI shall have the right to submit such statements for progress payments as the Work proceeds.

SECTION III. DEI shall not start the Work until the following has occurred:

(a) written notice has been given to DEI by the Local Government that (i) the Work has been authorized and funds are available to reimburse DEI, and (ii) all necessary public road right of way has been acquired for the Work,

(b) the Local Government has denoted the public road right of way line in the area of the Work, by staked survey at not more than 100 foot intervals with station markings,

(c) the Local Government has trimmed/removed all vegetation away from the public road right of way in the area of the Work, as reasonably determined by DEI, and

(d) the Local Government and DEI have executed this Agreement.

SECTION IV. DEI shall not discriminate against any employee or applicant for employment, in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

SECTION V. DEI shall indemnify and hold harmless the Local Government from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property arising out of the Work (hereafter "Claim"); provided, however, that where the Local Government is negligent or engages in intentional misconduct with respect to the occurrence or occurrences giving rise to the Claim, DEI shall have no duty to indemnify and hold harmless the Local Government.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective the date first above written.

DUKE ENERGY INDIANA, LLC

(Signature)

(Name, Printed or Typed)

(Position)

City of Noblesville, Board of Public Works and Safety

By: 

Printed Name: Jack Martin

Printed Title: President

Dated: 9-12-23

By: 

Printed Name: Robert J. Elmer

Printed Title: Member

Dated: 9-12-23

By: 

Printed Name: John Ditslear

Printed Title: Member

Dated: 9-12-23

By: 

Printed Name: Rick L. Taylor

Printed Title: Member

Dated: 9-12-23

By: 

Printed Name: Laurie Dyer

Printed Title: Member

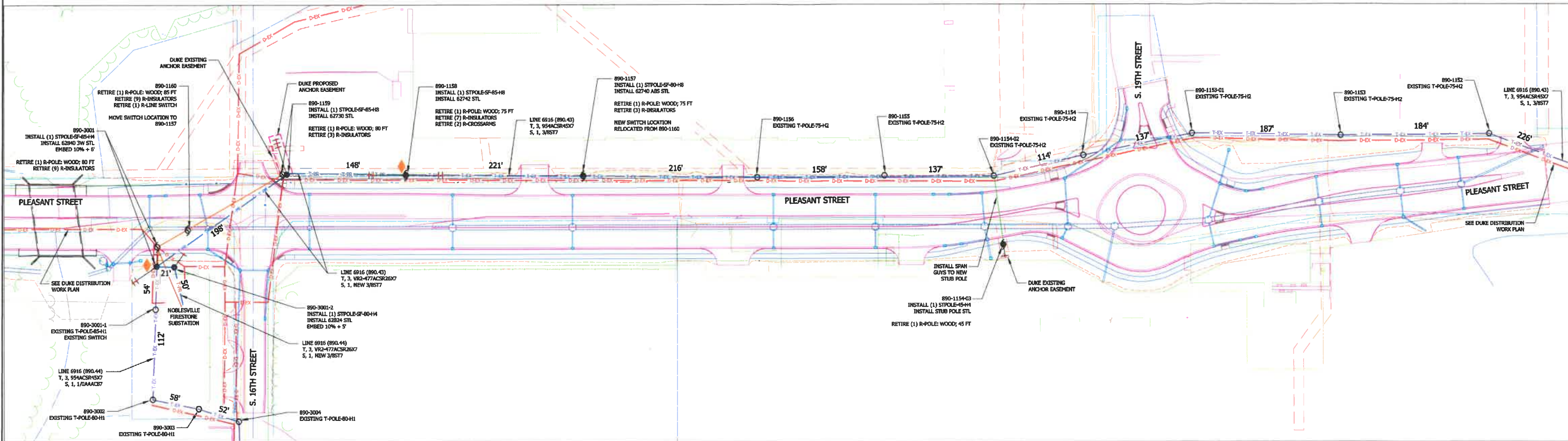
Dated: 9-12-23

Attest:


Evelyn L. Lees Clerk

EXHIBIT A - NOT FOR CONSTRUCTION

Construction Limits	Fence	Proposed Span Guy
Proposed Sidewalk	Water Line	Duke Proposed Anchor Easement
Edge of Proposed Pavement/Curb	Gas Line	Existing Transmission Pole
Edge of Existing Pavement	Telephone Line	Install Pole
Existing R/W	Buildings	Remove Pole
Proposed ROW	Remove Transmission Line	Remove & Install Pole
Proposed ROW-TEMP	Existing Transmission	Install Guying Anchor
Property Line	T-EX Proposed Transmission	Conductor/CHGW Change
Existing Easement	T-EX Existing Distribution	



***SEE POLE-TO-POLE FOR FRAMING ORIENTATIONS AND OTHER CONSTRUCTION DETAILS**



THIS DRAWING OR BILL OF MATERIAL IS CONFIDENTIAL AND MAY NOT BE LOANED, REPRODUCED OR COPIED, EITHER WHOLLY OR IN PART, OR MADE PUBLIC IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF DUKE ENERGY CORPORATION.

OPERATING UNIT	AREA	CIRCUIT NUMBER
V/SIN	NORTH	6916
FUNDING PROJECT NUMBER	DISTRICT	LINE IDENTS
M220009	NOBLESVILLE	890-43 & 890-44
DRN	COUNTY	LINE MAX OPERATING TEMP
M22000901	HAMILTON	212 DEG F
MAKING WORK	TOWNSHIP	
46184060	NOBLESVILLE	
DUKE CONTACT NAME	TAX CODE	
ZACH BOSTON	TC 29013	
DUKE CONTACT NUMBER		
317-838-1053		

NO.	DATE	REVISION	DRFT.	ENGR.
0	06/09/23	EXHIBIT A	ZB	ZB
1	08/03/23	EXHIBIT A	ZB	ZB



Funding Project Name	8916 Noblesville Pleasant St, Phase 2 Rate	FP Number	M220009	Color Key for Data Entry
Detail Project Name	6916 Noblesville Pleasant St	Estimator		
Detail Project Description		Formula Cells (Do not change)		
Estimate Prepared by	Bryant Buccol	Date Entered:	09-Aug-23	Date Revised:
Detail Project Number	M22000901			

CBS Cost Codes	\$411,281.74
LD01	\$683.04
LD02	\$24,304.56
LD04	\$542.69
ED03	\$1,513.20
PE	\$1,000.00
CLRLN2	\$1,320.00
SP02	\$1,000.00
LA01	\$0.00
LA03	\$0.00
LA04	\$25,000.00
MAT01	\$93,712.22
CLRLN1	\$0.00
LNF0	\$196,480.87
LNSW	\$41,485.52
LNRM	\$16,256.00
L54100 CN (Overnight)	\$0.00
TL	\$4,500.00
REST	\$2,759.64
OM06	\$0.00
OM08	\$528.00
PM	\$185.00
CLLN	\$185.00

(A) Cost of Property Additions

Material and Related Exp				
CBS	Material Category	Quantity	Cost	
MAT01	L71728 Conductor	1,668	\$7,360	
MAT01	L71722 OPGW	0	\$0	
MAT01	L71762 Pole Foundations	0	\$0	
MAT01	Towers	1	\$0	
MAT01	Switches	1	\$13,760	
MAT01	L71714 Lines Only Steel Poles	8	\$48,236	
MAT01	L71748 Engineering Steel Poles	0	\$0	
	Packaging Material		\$84,362	
MAT01	L71722 Line Packaging Material		\$20,350	
	Subtotal (Packaging Material)		\$20,350	
	Total Material Purchases		\$93,712	

Labor and Allocated Expenses

Engineering				
LD01	IL	Task	Hours	Cost
		DE Internal Time	40	
LD01	IL	L30600 Time Conceptual Design	16	\$863
LD02	IL	L31700 Time Database Engineering	24	\$1,024
LD04	IL	L54000 Time Support During Construction	1	\$43
LD02	CL	L71732 Time Contracted Engineering		\$21,280
		TL Engg Total		\$23,200

System Protection				
ED03	IL	Task	Hours	Cost
		DE Internal Site Prep	40	
			40	\$1,513
		System Prep Total		\$1,513

Total Engineering Costs	\$26,543
Total Engineering Contract Cost	\$23,280

Construction Labor and Contract

Construction Insofar				
LNSW	IL	Task	Hours	Cost
		DE Internal	80	\$3,067
LNSW	NL	L71736 Time Internal Crew Variable		\$520
LNSW	NL	L71736 Per Day	1,158	\$15,049
LNSW	NL	L71736 Manpower	50	\$8,250
LNSW	NL	L71736 TLine Construction Contract Non Labor (Rentals at other sites)		\$12,000
LNSW	NL	L71736 TLine Construction Contract Material		\$5,000
LNSW	NL	L71736 TLine Construction Contract Equipment		\$85,000
LNSW	NL	L71736 TLine Construction Contract Lease		800
LNSW	CL	L71736 Labor factor	1.00	800
CN	CL	L71736 TLine Construction Contractor Contracted Operations		\$12,800
		Total TLine		\$186,281

Foundation				
LNF0	IL	Task	Hours	Cost
		DE Internal	0	\$0
LNF0	NL	L71734 Foundation Internal Crew Variable		\$0
LNF0	NL	L71734 Foundation Construction Contract Non Labor (Rentals at other sites)		\$0
LNF0	NL	L71734 Foundation Construction Contract Material		\$0
LNF0	NL	L71734 Foundation Construction Contract Equipment		\$0
LNF0	NL	L71734 Foundation Construction Contract Lease		\$0
LNF0	CL	L71734 Labor factor	1.00	\$0
CN	CL	L71734 Foundation Construction Contractor Contracted Operations		\$0
		Total Foundation		\$0

Telecom				
TL	IL	Task	Hours	Cost
		DE Internal	0	\$0
TL	NL	S53000 Telecom Technician		\$0
TL	NL	S53000 Telecom Construction Contract Non Labor (Rentals at other sites)		\$0
TL	NL	S53000 Telecom Construction Contract Material		\$0
TL	NL	S53000 Telecom Construction Contract Equipment		\$0
TL	NL	S53000 Telecom Construction Contract Lease		\$0
TL	CL	S53000 Labor factor	1.00	\$0
CN	CL	S53000 Telecom Contractor Contracted Operations		\$0
TL	IL	S53100 Test Telecom		\$0
		Total Telecom		\$0

Total Construction Insofar Costs	\$186,281
Contract Construction Labor & Equip	\$128,800
Contract Operations	\$12,800
Contract Non Labor/Man	\$17,000
Total Construction Contract	\$158,600

General O&M				
CLRLN1	CL	Task	Hours	Cost
CLRLN1	CL	L71740 Voidation Contract 70% 30%		\$0
LA04	NL	L30100 Voidation Front Access Contract		\$0
LA04	NL	L32440 Route Survey		\$0
LA04	NL	L32440 LIDAR Survey	200	\$20,000
LNSW	NL	L50350 Staking Survey	50	\$5,000
LA01	NL	L71716 Trans Control		\$0
REST	NL	L31350 Line Rights of Way		\$0
CLRLN2	NL	L61600 Damages		\$4,500
SP02	NL	L50375 Environmental Site Work/SWPPP		\$1,320
SP02	NL	L31200 L31900 L33400 Environmental Permit Acquisition - Airy Cove		\$0
SP02	NL	L31200 L31900 L33400 Environmental Permit Acquisition - General Resources		\$0
SP02	NL	L31200 L31900 L33400 Environmental Permit Acquisition - Forests		\$0
SP02	NL	L31200 L31900 L33400 Environmental Permit Acquisition - Living Statutes		\$0
SP02	NL	L31200 L31900 L33400 Environmental Permit Acquisition - SWPPP		\$1,000
SP02	NL	L31200 L31900 L33400 EIPSH Permit		\$0
LD04	NL	L40000 Rampage Permit		\$0
LD04	NL	L40100 Highway Permits		\$500
LD02	NL	L71752 Sign Permits		\$0

PE	NL	L30300 L50300 L61700	Phase Requirements		\$1,000			
LNSW	NL	L71738	Maint.		\$12,000			
LNSW	NL	L71738	Construction Access		\$3,000			
Total Misc					\$56,320			

INSTALL ONLY SEE BELOW F
INSTALL ONLY SEE BELOW F

Total Install (Misc, Equip, Const, Misc) \$362,857

Construction Labor and Contracted Removal/Restoration

				Hours	Cost	Units Per Day	Dur	Estimator Comments
LNRM	IL	L54350	TLine Substation Crew	DE Internal				
LNRM	NL	L71738	TLine Internal Crew Vehicle		\$178	10	2	
LNRM	NL	L71738	TLine Construction Contract Non Labor (Rentals other than assets)		\$130		2	
LNRM	NL	L71738	TLine Construction Contract Miscellaneous		\$5,000		2	
LNRM	NL	L71738	TLine Construction Contract Equipment		\$11,200		2	
LNRM	CL	L71738	TLine Construction Contract Lease					
LNRM	CN	CL	Labor factor	1.00	200			
			Labor factor		\$22,400	100	2	
			TLine Construction Contractor Contracted Operations		\$3,200	10	2	
Total Time Restor					\$42,688			

				Hours	Cost	Units Per Day	Dur	Estimator Comments
LNRM	NL	L71738	Truck Control		\$2,000			
LNRM	NL	L71738	Signage		\$0	1000		
LNRM	NL	L71738	Environmental Site Work/SWPPP		\$0			
LNRM	NL	L71738	Maint.		\$0			
LNRM	NL	L71738	Construction Access		\$0			
Total Misc					\$2,000			

Total Restorations (Const, Misc) \$44,688

Construction Labor and Contracted O&M

				Hours	Cost	Units Per Day	Dur	Estimator Comments
OM06	IL	L71710	TLine Substation Crew	DE Internal				
OM06	NL	L71742	TLine Internal Crew Vehicle		\$81	24	0	
OM06	NL	L71742	TLine Construction Contract Non Labor (Rentals other than assets)		\$10		0	
OM06	NL	L71742	TLine Construction Contract Miscellaneous		\$7		0	
OM06	NL	L71742	TLine Construction Contract Equipment		\$858		0	
OM06	CL	L71742	TLine Construction Contract Lease					
OM06	CN	CL	Labor factor	1.00	16			
			Labor factor		\$1,752	100	0	
			TLine Construction Contractor Contracted Operations		\$256	10	0	
OM08	CL	L71744	Vegetation Control		\$0	5000	0	
Total Time O&M					\$3,016			

Total Install, Restor, and O&M Cost \$408,568

Project Totals (Capital)	\$408,568
Eng	\$51,044
Mat	\$93,712
Constr (Install)	\$219,557
Constr (Retire)	\$41,496
Constr (O&M)	\$2,760

Reimbursable	Yes	Tax Pot	0%
---------------------	-----	----------------	----

	Utility Asset	Install Labor	Labor-R	Mat Amount	Mat PCT	Totals
Towers	35400	\$0	\$0	\$0	0%	\$0
Poles, FND	35500	\$139,285	\$21,359	\$48,236	51%	\$208,880
Wire, Switches, Pkg Mat	35600	\$131,316	\$20,137	\$45,476	49%	\$196,929
		\$270,601	\$41,496	\$93,712	100%	\$408,568

M.O., G., W.

TRANSMISSION LINE MATERIAL		Total Cost
Trans Line Pkg Material	\$79,350	\$79,350

Trans Conductor	Ftx 3	Unit Cost/ft	Total Cost	Total Cost
477ACSR28K Hawk	1.251	\$1.62	\$2,027	\$2,027
654ACSR45K7 Rall	0	\$2.63	\$0	\$0
Other Trans Conductor	0	\$0.00	\$0	\$0
750CUEPRJD15	0	\$15.14	\$0	\$0
2500i CM CU EPR 138kV (UG)	0	\$85.00	\$0	\$0
3/8 Static Wire - OHKY	417	\$0.80	\$334	\$334
	1,668		\$2,360	\$2,360

OPGW	Fl	Unit	Total Cost	Total Cost
OPGW AFL-Teleco DNO-7721	0	\$4.50	\$0	\$0

Switches	Qty	Unit Cost	Total Cost	Total Cost
Transmission	1	\$13,766	\$13,766	\$13,766

Towers	Qty	Unit Cost	Total Cost	Total Cost
Lattice 69kV	0	\$0	\$0	\$0
Lattice 138kV	0	\$0	\$0	\$0
Lattice 230kV	0	\$0	\$0	\$0
Lattice 345kV	0	\$0	\$0	\$0
Lattice 500kV	0	\$0	\$0	\$0

Foundations	Qty	Unit Cost	Total Cost	Total Cost
(Dia x Depth)	0	\$0	\$0	\$0
(Dia x Depth)	0	\$0	\$0	\$0
(Dia x Depth)	0	\$0	\$0	\$0
(Dia x Depth)	0	\$0	\$0	\$0
(Dia x Depth)	0	\$0	\$0	\$0
(Dia x Depth)	0	\$0	\$0	\$0
(Dia x Depth)	0	\$0	\$0	\$0
(Dia x Depth)	0	\$0	\$0	\$0

Material Revision Date: 28-May-22

Light Duty Steel Pole Size/Class	Qty	Cost per Pole	Total Cost	Total Cost
65 H1	0	\$0	\$0	\$0
65 H4	0	\$0	\$0	\$0
70 H1	0	\$0	\$0	\$0
70 H4	0	\$0	\$0	\$0
75 H1	0	\$0	\$0	\$0
75 H4	1	\$8,215	\$8,215	\$8,215
75 H8	0	\$0	\$0	\$0
80 H1	0	\$0	\$0	\$0
80 H4	2	\$8,647	\$17,294	\$17,294
80 H8	0	\$0	\$0	\$0
85 H1	0	\$0	\$0	\$0
85 H4	2	\$9,079	\$18,158	\$18,158
85 H8	0	\$0	\$0	\$0
90 H1	0	\$0	\$0	\$0
90 H4	0	\$0	\$0	\$0
90 H8	0	\$0	\$0	\$0
95 H4	0	\$0	\$0	\$0
95 H8	0	\$0	\$0	\$0
100 H4	0	\$0	\$0	\$0
100 H8	0	\$0	\$0	\$0
105 H4	0	\$0	\$0	\$0
105 H8	0	\$0	\$0	\$0
110 H4	0	\$0	\$0	\$0
110 H8	0	\$0	\$0	\$0
120 H4	0	\$0	\$0	\$0
120 H8	0	\$0	\$0	\$0
Stub Pole	1	\$4,569	\$4,569	\$4,569
115 H4 Radio Pole	0	\$0	\$0	\$0
(add additional LD Poles here)				
(add additional LD Poles here)				
(add additional LD Poles here)				
(add additional LD Poles here)				
	6		48,236	48,236

Engineered Steel Pole Size/Class	Qty	Cost per Pole	Total Cost	Total Cost
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$2,000	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
	0		0	0

H-Pole	Qty	Cost per Pole	Total Cost	Total Cost
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$500	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
	0		0	0

	Enter Direct Estimate
IL	Internal Labor \$ 7,152
CL	Contract Labor \$ 153,328
	Material \$ 93,712
NL	Non-Labor Contract and Internal \$ 154,376
	Total Direct Costs \$ 408,568

VEG COSTS HERE

OR RETIREMENT

OR RETIREMENT