

CITY OF KINGS MOUNTAIN

AGREEMENT FOR INSTALLATION OF DECORATIVE STREETLIGHTING

This Agreement, made and entered into this the ____ day of _____, 20__, by and between _____, hereinafter referred to as the “Developer” and the City of Kings Mountain, a North Carolina municipal corporation, hereinafter referred to as the “COKM”.

WITNESSETH

WHEREAS, the Developer is the owner and developer of _____ subdivision; and

WHEREAS, the Developer has the power to enter into agreements concerning the installation of street lighting in said subdivision; and

WHEREAS, the Developer wishes the COKM to install decorative street lighting in and around said subdivision and the COKM has agreed to do so pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Installation of Street Lighting. Upon execution of this Agreement, the COKM shall install or provide for the installation of ____ (type) ____ decorative street lighting in said subdivision, which lighting is more particularly described in Exhibit “A” attached hereto and incorporated by reference herein. The spacing, number, and manner of installation of such lighting shall be determined by the COKM’s Electric Department.

2. Maintenance. The COKM shall maintain or cause to be maintained the decorative street lighting in accordance with its normal policies and practices now in effect or hereinafter adopted.

3. Fees and Payment. Upon and after installation, the Developer shall pay to the COKM a monthly fee for the operation and maintenance of such decorative lighting. Such fee shall be based upon the number of lights installed multiplied by the fee per light (“Fee”) of as set forth in Exhibit “B”, attached hereto and incorporated being by reference.

4. Billing. The COKM shall invoice the Developer for the Fee as determined under Paragraph 4 pursuant to its regular and standard utility billing policies and practices and the Fee shall be due as provided herein. Each invoice shall indicate the date upon which such invoice will become past due.

5. Term. The original term (“Original Term”) of this Agreement shall be ten (10) years from the date of installation of said decorative street lighting. After the expiration of the Original Term, it shall continue on a month to month basis until terminated by either party giving 30 days written notice to the other party.

6. Termination. Notwithstanding the provisions of paragraph 5, the COKM may terminate this Agreement and the service provided hereunder at any time, for any reason set out in any ordinance regulating the provision of utility services, which is presently in effect or as hereafter amended. Any and all notices required by such ordinance will be given before service is terminated. If this Agreement is terminated at any time for nonpayment or violation of any other provision of such ordinance, the Developer shall reimburse the COKM for the cost of removing the decorative lighting and the remaining 100% of contract cost. After the expiration of the Original Term, this Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. If this Agreement is terminated for convenience by Developer or any assignee of Developer, the COKM shall remove all decorative street lighting fixtures and the Developer or its assignee shall reimburse the COKM for the costs incurred in the removal, which will include time and materials used to accomplish removal.

7. Notices. Notices required pursuant to this Agreement shall be considered effective when prepared in writing and delivered United States Mail first class postage prepaid. Mailing addresses of the parties hereto are as follows:

DEVELOPER:

COKM:

City of Kings Mountain
Energy Services – Electric Dept.
1013 N. Piedmont Ave.
Kings Mountain, NC 28086

8. Assignment and Binding Nature. This Agreement shall not be assigned by either party without the prior written consent of the other party, provided, however that the Developer may assign this agreement to a Homeowners Association (“Association”) duly organized and operating under the laws of North Carolina without the prior written consent of the COKM. In order for such assignment to be effective as against the COKM, Developer shall provide COKM with an agreement between the Developer and the Association pursuant to which the Association agrees to be bound by the terms and conditions hereof and setting forth the address of the Association for purposes of further notices under Paragraph 8. The terms and conditions hereof shall ensure to the benefit of and be binding on the successors and assigns of the parties.

9. Increase in Decorative Lighting Fixtures. The Developer may increase the number of decorative lighting fixtures of the same type listed in Exhibit A in the same phase of the Subdivision at the Fee then in effect. Such increase shall be reflected in an amendment to this Agreement signed by the Developer and approved by the Director of Energy Services or his

designee. If a Subdivision is developed in more than one phase, each phase shall require a separate agreement and the fee shall be set at the time of installation of the decorative lighting for that phase.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other agreements and negotiations whether written or oral.

11. Amendment or Modification. No amendment or modification to this Agreement shall be effective unless evidenced by a writing executed by the parties hereto.

12. Non-Refundable Contribution. In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than the City of Kings Mountain's normal materials and methods, Customer will contribute the additional cost. Customer will contribute the estimated cost of installing cables under paved or landscaped surface areas; however, Customer may cut and replace the pavement or surface in lieu of making the contribution. Service supplied under the Monthly Rate in this schedule does not include the conversion of existing overhead secondary conductors to underground. Should Customer desire such conversion under the schedule, Customer will contribute to the City of Kings Mountain, in addition to the applicable contributions above, the estimated net loss in salvage value of the overhead facilities being removed. The Customer will thereafter pay the applicable rate for underground service.

EXHIBIT A

DECORATIVE STREET LIGHTING

Deluxe Traditional Style

Fiberglass Pole - 15' - Black

100 Watt LED Luminaire

EXHIBIT B

DECORATIVE STREET LIGHTING COST TO DEVELOPER/HOMEOWNERS ASSOCIATION

Style	Quantity	Cost per Light per Month	Total Monthly Cost
Decorative fiberglass pole, 15' height. Acorn style fixture, 100 Watt LED		\$29.59	

DEVELOPER:

By: _____

Name: _____

Date: _____

COKM:

City of Kings Mountain

By: _____

Name: _____

Date: _____