

EMERGENCY RESOLUTION NO. 15-2021

A RESOLUTION RATIFYING THE CITY MANAGER'S EXECUTION OF THE NON-RESIDENTIAL LINE EXTENSION AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND DUKE ENERGY OHIO, INC. FOR THE EXTENSION OF ELECTRIC SERVICE TO MONROE BICENTENNIAL COMMONS PARK AND DECLARING AN EMERGENCY.

WHEREAS, in order to avoid any delay in the construction of Phase 1b occurring at Monroe Bicentennial Commons Park to meet the targeted deadline of September, 2021, it is necessary to have electric service at said Park.

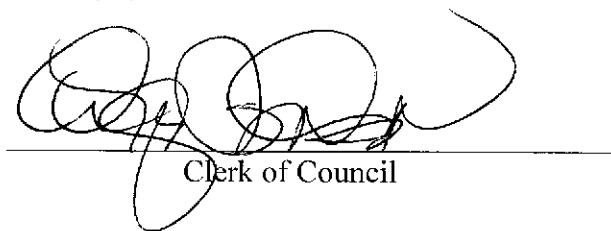
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Council hereby ratifies the City Manager's execution of the Non-Residential Line Extension Agreement by and between the City of Monroe and Duke Energy Ohio, Inc. for the extension of electric service to Monroe Bicentennial Commons Park. The terms and conditions of said Agreement are set forth on Exhibit "A" attached hereto and made a part hereof.

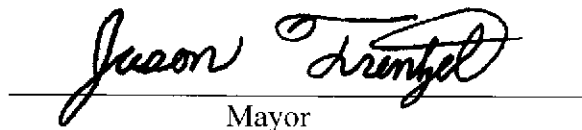
SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to avoid any delays in the construction of Phase 1b at Monroe Bicentennial Commons Park. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: February 23, 2021

ATTEST:


Clerk of Council

APPROVED:


Mayor

This legislation was enacted in an open meeting
in accordance with the terms and provisions of the Sunshine
Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of
Monroe, Ohio, hereby certify the foregoing
(ordinance or resolution) was published as
required by Section 7.16 of the Charter of the
City of Monroe.


Clerk of Council
City of Monroe, Ohio



February 5, 2021

City of Monroe
Attn: Mr. Gary Morton
PO Box 330
Monroe, OH 45050

Dear Mr. Gary Morton,

This letter is in reference to the enclosed Site Readiness Checklist and Line Extension Agreement for the extension of electric facilities at 250 Jerry Couch Blvd, Monroe, OH 45050. 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 \$20,210.63, which must be paid prior to the start of construction. This cost is the sum of the Standard Service Installation cost of \$20,210.63, which is forty percent (40%) of the total Standard Installation costs of \$50,526.58, 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 May 5, 2021 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) 287-4658.

Sincerely,

Brett King
Customer Project Coordinator



NON-RESIDENTIAL LINE EXTENSION AGREEMENT

This Agreement is made this 5th day of February, 2021 between Duke Energy Ohio, Inc, hereinafter called the "Company", and City of Monroe 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 250 Jerry Couch Blvd, Monroe, OH 45050 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 39537550), made a part of this agreement. This work will be completed based on the representation of the Applicant that 250 Jerry Couch Blvd, Monroe, OH 45050 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.

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 \$20,210.63, 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 \$20210.63, (which is equal to forty percent (40%) of the total Standard Service Installation cost of \$50,526.58) 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.

City of Monroe

(513) 727-8953

Name of Customer (Print)

Telephone Number (10 digit)

[Handwritten Signature]

2.5.2021

Signature of Customer

Date

Federal Tax ID 31-6001706