



SPENDING AUTHORIZATION FORM

Pursuant to Whitestown Ordinance No. 2009-10, all purchases over \$5,000 must be pre-approved by a body having authority to approve claims.

Name of Requestor: Danny Powers Department: DPW
Total Amount Requested: \$50,000 Budget Line Number: 2201.300313

General Description of Purchase (Attach additional materials as appropriate):

This agreement cover the cost for Duke Energy to engineer the
relocation of transmission power poles located at Main St &
CR 500.

Signature of Requestor: _____

Clerk-Treasurer Office Verification:

Sufficient funds are available in the budget line numbers set forth above for the purchase amount requested above:

Signature of Clerk-Treasurer Designee: _____

Printed Name: _____

Board Approval:

On _____, the _____ of the Town of
Whitestown approved the above requested spending authorization in an amount not to exceed
\$ _____.

Signature of Board President or Secretary

*All payments must follow applicable claims approval procedures.

**Requestor is responsible for ensuring any applicable bidding procedures (statute and/or ordinance) are followed.



Christian Peters
Project Manager II

Duke Energy Corporation
1000 East Main Street
Plainfield, IN 46168

o: 812-664-6647
f: 317.838.1842

Christian.Peters@Duke-Energy.com

_____, 2024

Town of Whitestown
6210 Veterans Drive
Whitestown, IN 46074

Re: Preliminary and Detailed Engineering Costs for Relocation of Duke Energy
Indiana, Inc. Overhead Electric Line Facilities for Town of Whitestown near CR
500 S & Main St (“**Engineering Work**”).

Dear Madam or Sir:

This letter agreement confirms the following understanding between Town of
Whitestown (“**Town**”) and Duke Energy Indiana, LLC (“**Duke Energy**”) with respect to
the Engineering Work:

- 1) In advance of a facilities relocation and reimbursement agreement between
Town and Duke Energy with respect to the project scope statement attached
hereto as Exhibit “A” (“Project”), Town desires Duke Energy to initiate
preliminary and detailed engineering for the Project which would include the
activities listed on the attached Exhibit “B”. Duke Energy estimates that the
cost to complete the Engineering Work shall be approximately \$50,000 (“Cost
Estimate”).
- 2) Town shall reimburse Duke Energy for the actual costs incurred by Duke
Energy to perform the Engineering Work as follows:
 - A. After execution of this letter agreement by both parties, Duke Energy will
invoice Town for the Cost Estimate to complete the Engineering Work. Town
shall remit payment to Duke Energy of the Cost Estimate within forty-five
(45) days after its receipt of Duke Energy’s invoice and approval by Town
Council.
 - B. After final completion of the Engineering Work, Duke Energy will
calculate the full cost incurred to complete the Engineering Work and shall
invoice Town for any shortfall between the actual costs to complete the

Engineering Work and the Cost Estimate that Town has paid to Duke Energy (“Actual Costs”). The invoice with the Actual Costs shall be in writing and include a breakdown of broad category costs (“Statement”). The Statement will include supporting documentation that Duke Energy is reasonably able to provide such as copies of material summaries and vendor and/or contractor invoices.

C. Town shall remit payment of Actual Costs to Duke Energy within forty-five (45) days after its receipt of Duke Energy’s invoice Statement and approval by Town Council.

D. When the Engineering Work is complete, if the Actual Costs are less than the amount Town has paid to Duke Energy for the Engineering Work, the overpayment will be refunded to Town.

- 3) Duke Energy will commence the Engineering Work within thirty (30) days after its receipt of the Cost Estimate for the Engineering Work specified in Section 2 above. Duke Energy shall perform the Engineering Work which shall include updates on the Engineering Work, especially those related to the feasibility, constraints, needs, estimated Actual Cost, and estimated time to complete the Project.
- 4) No work shall be performed by Duke Energy beyond the scope contemplated by the Project. Upon written notice to Duke Energy, Town shall have the right to terminate this letter agreement, and upon receipt of such notice, Duke Energy shall cease performing the Engineering Work except for any actions or cost which may need to be performed or incurred, as the case may be, by Duke Energy to comply with the directive from the Town.
- 5) Town shall obtain any access rights upon land owned by a third party, which Duke Energy may need to perform the Engineering Work. Upon request from Duke Energy, Town shall furnish any information needed by Duke Energy to perform the Engineering Work, including the deliverables for the Project attached hereto and incorporated herein as Exhibit “C.”
- 6) This letter agreement supersedes any other understanding or agreement, written or oral, that may have been made or entered into by Town and Duke Energy relating to the Engineering Work, and constitutes the entire agreement between Town and Duke Energy with respect to the Engineering Work.

If this letter agreement represents the understanding reached between Town and Duke Energy with respect to the Engineering Work and this relocation Project, please signify your acceptance by executing both copies of this letter agreement where indicated below and returning one (1) of the fully executed copies to me for further handling with Duke Energy.

Respectfully submitted,

Christian Peters

Christian Peters
Project Manager, Transmission

ACCEPTED this ____ day of
_____, 20__.

ACCEPTED this ____ day of
_____, 20__.

[Full entity name of Developer]

DUKE ENERGY INDIANA, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____

Printed Title: _____

Exhibit A
Project Scope Statement

Town of Whitestown is requesting that Duke Energy Indiana develop a schedule, cost, and relocation plan to relocate transmission pole(s) for the Town of Whitestown's Intersection Improvement Project (Roundabout) at CR 500 S & Main St.

Exhibit B
Activities for Agreement

- 1- Preliminary Engineering Design
- 2- Project Management
- 3- Land Acquisition Research, Surveying, Permitting

Exhibit C
Deliverables

Deliverables for this relocation plan include but are not limited to final design, project schedule, and a class 5 estimate for relocation.