



Michael Seaver  
Project Manager

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September 24, 2024

Town of Whitestown  
6210 Veterans Dr.  
Whitestown, IN 46075

Re: Preliminary and Detailed Engineering Costs for Relocation of Duke Energy Indiana, Inc. Overhead Electric Line Facilities for Town of Whitestown near Peters St. & Hull St. ("**Engineering Work**").

Dear Madam or Sir:

This letter agreement confirms the following understanding between Town of Whitestown ("**Town**") and Duke Energy Indiana, Inc. ("**Duke Energy**") with respect to the Work:

- 1) In advance of a facilities relocation and reimbursement agreement between City 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 \$94,380 ("Cost Estimate").
- 2) Town shall reimburse Duke Energy for the actual cost 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. Townhall 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.

- 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 but, in no event, more than sixty (60) days after receipt the Statement. If the actual costs are less that 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, when requested by Town, updates on the Engineering Work especially those related to the feasibility, constraints, needs, estimated 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,

*Michael Seaver*

Michael Seaver  
Project Manager, Transmission

**ACCEPTED** this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

**ACCEPTED** this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

**Whitestown, Indiana**

**DUKE ENERGY INDIANA, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name : Dan Patterson

Printed Name: \_\_\_\_\_

Printed Title: Town Council President

Printed Title: \_\_\_\_\_

**Exhibit A**  
**Project Scope Statement**

The 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 near Peters Rd and Hull Rd.

**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.