



**AGENDA
YORK CITY COUNCIL
WORK SESSION
TUESDAY, SEPTEMBER 20, 2022
5:00 PM**

- 1. WELCOME AND CALL TO ORDER** **MAYOR MIKE FUESSER**
 - 2. PRAYER** **MAYOR PRO TEM ED BROWN**
 - 3. PLEDGE OF ALLEGIANCE** **MAYOR MIKE FUESSER**
 - 4. DISCUSSIONS**
 - 4.1. York Police Department Recruitment and Retention Lt. Kevin Hoffman
 - 4.2. Panhandling Ordinance Councilmember Hickey
 - 4.3. Loitering Ordinance Councilmember Hickey
 - 4.4. Camping on Public Property Ordinance Councilmember Hickey
 - 4.5. Social Districts Councilmember Jarrett
 - 4.6. Duke Energy EV Park & Plug City Manager Seth Duncan
 - 4.7. Fall Clean-up Day – Oct 15 Mayor Mike Fuessler
 - 5. ADJOURN**
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**AGENDA
YORK CITY COUNCIL
SPECIAL CALL
TUESDAY, SEPTEMBER 20, 2022
IMMEDIATELY FOLLOWING WORK SESSION**

- 1. CALL TO ORDER** **MAYOR MIKE FUESSER**
 - 2. EXECUTIVE SESSION**
 - 2.1. Personnel Matters Related to the City Manager
 - 3. UPON RETURNING TO OPEN SESSION, COUNCIL MAY TAKE ACTION ON
MATTERS DISCUSSED IN EXECUTIVE SESSION**
 - 4. ADJOURN**
-

MEMORANDUM

TO: Mayor and Council
FROM: Seth Duncan, City Manager
SUBJECT: September Workshop
DATE: September 20, 2022

DISCUSSIONS

York Police Department Recruitment and Retention

Lt. Kevin Hoffman will provide Council a presentation regarding ideas to improve recruitment and retention within the York Police Department. YPD continues to struggle with the recruitment of qualified individuals for open officer positions as well as retaining seasoned officers. In addition to highlighting the existing problems and costs associated, Lt. Hoffman will present a two phased approach to address these issues.

Panhandling Ordinance

Councilmember Hickey will lead a discussion with Council regarding the need for an ordinance restricting persons begging, panhandling, or soliciting contributions in a public space or other locations. The City does not currently have an ordinance related to these actions. A sample ordinance has been provided below.

Loitering Ordinance

Councilmember Hickey will lead a discussion with Council regarding the need for an ordinance to deter loitering in public places. The City currently only restricts loitering for juveniles in certain places or schools and in relations to skating/skateboarding in private parking lots. A sample ordinance has been provided below.

Camping on Public Property Ordinance

Councilmember Hickey will lead a discussion with Council regarding the need for an ordinance to deter or prevent camping on public property. A sample ordinance has been provided below.

Social Districts

Councilmember Jarrett will lead a discussion with Council around the idea of potentially creating Social Districts in the City. A Social District is described as a defined area where alcoholic beverages are permitted outdoors and in public spaces.

Duke Energy EV Park & Plug

City Manager Seth Duncan will present to Council the Board of Architectural Review's approved location for the installation of an Elective Vehicle (EV) Park & Plug system by Duke Energy. The BAR at its most recent meeting approved locating the EV Park & Plug system at City Hall. Council will review the location and program details. More information is provided below.

ARTICLE XXX. - REGULATION OF PANHANDLING

Sec. XXX. - Begging, panhandling, or soliciting contributions.

(a) Definitions:

(1) To *beg, panhandle, or solicit contributions* shall be defined to include, without limitation, the spoken, written, or printed word or such other acts as are conducted in furtherance of the purpose of obtaining contributions;

(2) *Accosting another person* shall be defined as approaching or speaking to someone in such a manner as would cause a reasonable person to fear imminent bodily harm or the commission of a criminal act or damage to property in his immediate possession;

(3) *Intimidate another person* shall be defined as acting in such a way as would cause a reasonable person to fear bodily harm and therefore to do something he or she would not otherwise have done;

(4) *Forcing oneself upon the company of another person* shall be defined as:

(i) Continuing to request or solicit contributions in close proximity to the person addressed after that person has responded negatively;

(ii) Blocking the passage of the person addressed; or

(iii) Otherwise engaging in conduct which reasonably could be understood as intended to force a person to accede to demands.

(5) *Public place* shall be defined to include streets, highways, and roadways (including the shoulders and medians), sidewalks, alleys, and other public property, as well as town-owned and town-controlled property and private property open to the public unless permission to solicit has been obtained from the town or from the property owner or other person in authority.

(6) *Vocal appeal* shall be defined as begging, panhandling, or solicitation of contributions by spoken word or other verbal request. This shall not include the act of performing music with a sign or other indication that a contribution is being sought, without any vocal request other than in response to an inquiry.

(7) *Direct written appeal* shall be defined as begging, panhandling, or solicitation by handing to a person or attempting to hand to a person a written solicitation for immediate contributions.

(8) *Nighttime* shall be defined as the time from dusk to dawn.

(b) No person shall beg, panhandle, or solicit contributions in a public place in a manner so as to intimidate another person or by accosting another person, or by forcing oneself upon the company of another person.

(c) No person shall beg, panhandle, or solicit contributions from another person within twenty (20) feet of an entrance or exit of any bank or financial institution or within twenty (20) feet of any automated teller machine.

(d) No person shall beg, panhandle, or solicit contributions in any public transportation vehicle owned or operated by the Town of Chapel Hill or at any station for such vehicle or within six (6) feet of a bus stop sign, bus stop shelter, or bus stop bench.

(e) No person shall beg, panhandle, or solicit contributions while sitting or standing on a roadway or the shoulder or median of a roadway.

(f) No person shall beg, panhandle, or solicit contributions in a public place by vocal appeal or direct written appeal during nighttime.

(g) Violation of this section shall constitute a misdemeanor and shall subject the violator to a fine of not more than fifty dollars (\$50.00) or imprisonment for not more than seven (7) days.

SECTION XXX: LOITERING; GENERALLY.

(A) A person commits a violation if he or she loiters or prowls in a place, at a time, or in a manner not usual for law-abiding individuals under circumstances that warrant alarm for the safety of persons or property in the vicinity. Among the circumstances which may be considered in determining whether alarm is warranted is the fact that the person takes flight upon appearance of a police officer, refuses to identify himself or herself, or manifestly endeavors to conceal himself or herself or any object. Unless flight by the person or other circumstances makes it impractical, a police officer shall, prior to any arrest for an offense under this section, afford the person an opportunity to dispel any alarm which would otherwise be warranted, by requesting the person to identify himself or herself and to explain his or her presence or conduct. No person shall be convicted of an offense under this section if the police officer did not comply with the preceding sentence, or if it appears at trial that the explanation given by the person was true and, if it had been believed by the police officer at the time, would have dispelled the alarm. Any police officer may arrest any person suspected of being a loiterer or prowler without a warrant if it reasonably appears that the delay in arresting the suspect caused by obtaining a warrant would result in the suspect's escape.

(B) It shall be unlawful for any person, after first being warned by a police officer, or where a "no loitering" sign or signs have been posted, to loiter, stand, sit, or lie in or upon any public or quasi-public sidewalk, street, curb, cross-walk, walkway area, mall or that portion of private property utilized for public use, so as to hinder or obstruct unreasonably the free passage of pedestrians or vehicles thereon. It shall be unlawful for any person to block, obstruct, or prevent free access to the entrance to any building open to the public.

(C) For the purpose of this section, PUBLIC PLACE has the following definition unless the context clearly indicates or requires a different meaning: an area generally visible to public view, including streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles (whether moving or not), and buildings open to the general public, including those which serve food or drink or provide entertainment, and the doorways and entrances to buildings or dwellings and the grounds enclosing them.

Penalty, see § XXX

SECTION XXX: LOITERING AT A PRIVATE BUSINESSES.

(A) Except as necessary and incidental to patronizing business establishments, it shall be unlawful for any person or persons to remain on the premises when requested to leave by their proprietors or during hours in which the businesses are not open to the general public without written permission from the proprietor.

(B) Every law enforcement officer charged with the duty of enforcing division (A) of this section, shall give persons on the premises in violation of division (A) of this section a verbal warning to leave the premises.

(C) If such person or persons found loitering on the premises do not leave the premises after a verbal warning by a city police officer, then and in that event, the police officer shall give that person or persons a citation for violation of this section.

Penalty, see XXX

Section XXX: PENALTY.

(A) Whenever in this title any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor or whenever in the code or ordinance the doing of any act is required or the failure to do such act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such provision of this code or other ordinance shall be a Class 3 misdemeanor punished by a fine not exceeding \$50 or by imprisonment for a term not exceeding 30 days. Each day that any violation of this code or of any ordinance continues shall constitute a separate offense.

(B) Despite the provisions of division (A) above, violation of any provision of this Code of Ordinances regulating the operation of any vehicle shall constitute an infraction, subject to the penalty provisions of **[Insert Reference]**.

(C) In addition to or in lieu of the penalty provisions set forth above, the violator may be subject to civil penalties and/or equitable remedies as permitted under state law.

(D) Any act constituting a violation of the provisions of this code or a failure to comply with any of its requirements shall subject the offender to a civil penalty of \$100 for each separate offense. If the offender fails to pay this penalty within five days after being notified of a violation, the penalty may be recovered by the town in a civil action in the nature of debt. Each day that any violation continues after notification exists shall be considered a separate offense for purposes of the penalties and remedies specified in this section.

Section. **XXX**. - Camping and other activity prohibited on public property.

- (a) Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - i. *Camp* or *camping* means the use of city property for living accommodation purposes such as sleeping, or making preparations to sleep (including the laying down of bedding for the purpose of sleeping), or storing personal belongings, or placing any tents or a temporary shelter on city property for living accommodation purposes.
 - ii. *Temporary shelter* means tents, tarps, or any type of structure or cover that provides partial shelter from the elements.
- (b) It shall be unlawful for anyone to camp on any public property owned by the city including public rights-of-way and sidewalks.
- (c) Camping as defined in this section is deemed a public nuisance and the city may summarily remove a temporary shelter, bedding or personal belongings.
- (d) It shall be unlawful to light or use a campfire or bonfire on public property except as may be specifically authorized by a permit.

Violation of this section shall constitute a misdemeanor and shall subject the violator to a fine of not more than \$**XXX** or imprisonment for not more than **XX** days.

Equipment Placement Agreement (DCFC) Option 2

Site Name: **City of York – 10 N Roosevelt St**

SiteTracker Project No.: **P-001593**

Maximo WO: **42086426**

Utility: **SC-DEC**

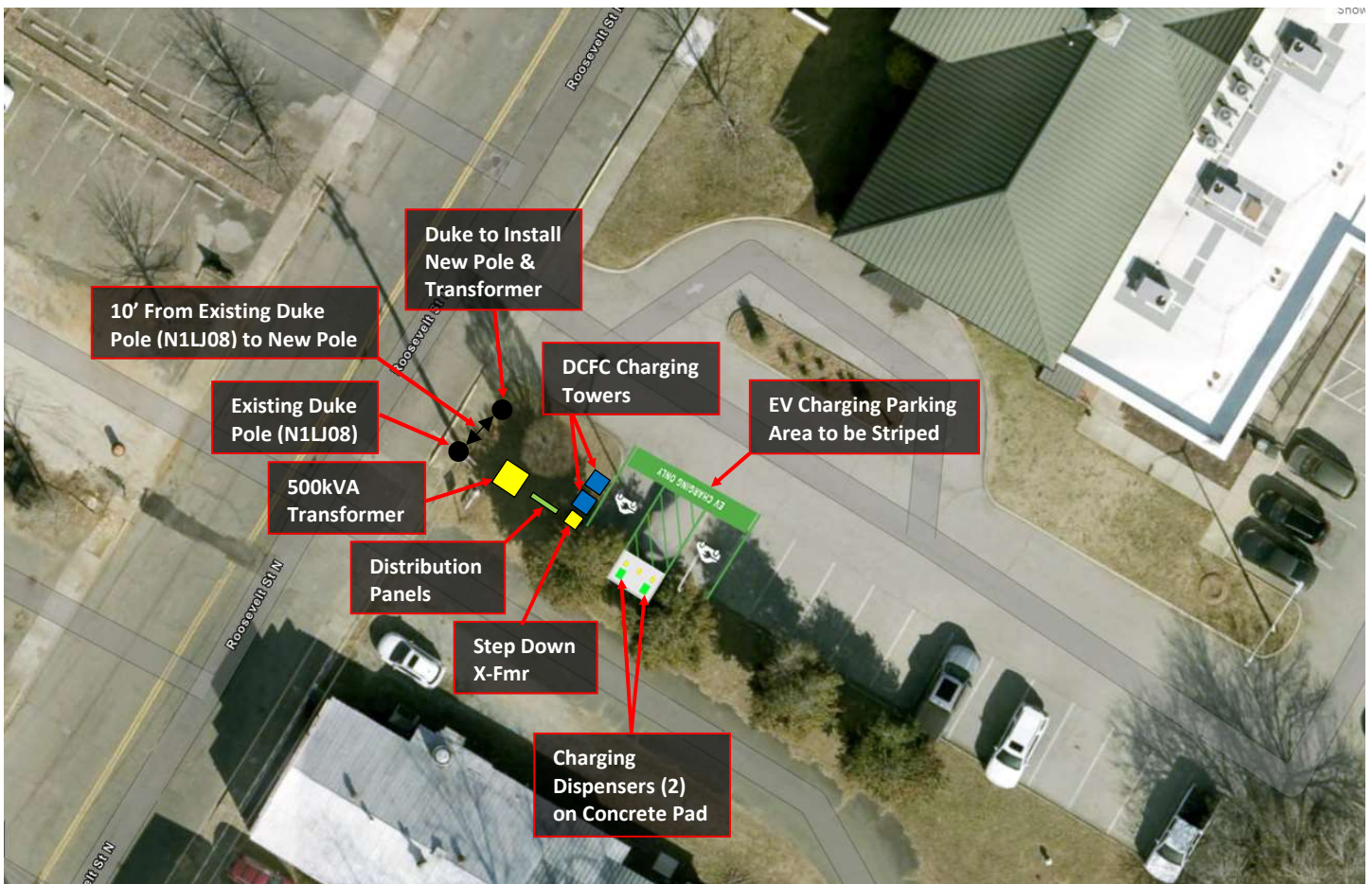
Site Host: **Seth Duncan – sduncan@yorksc.gov – (803) 818-0095 / (803) 627-9069**

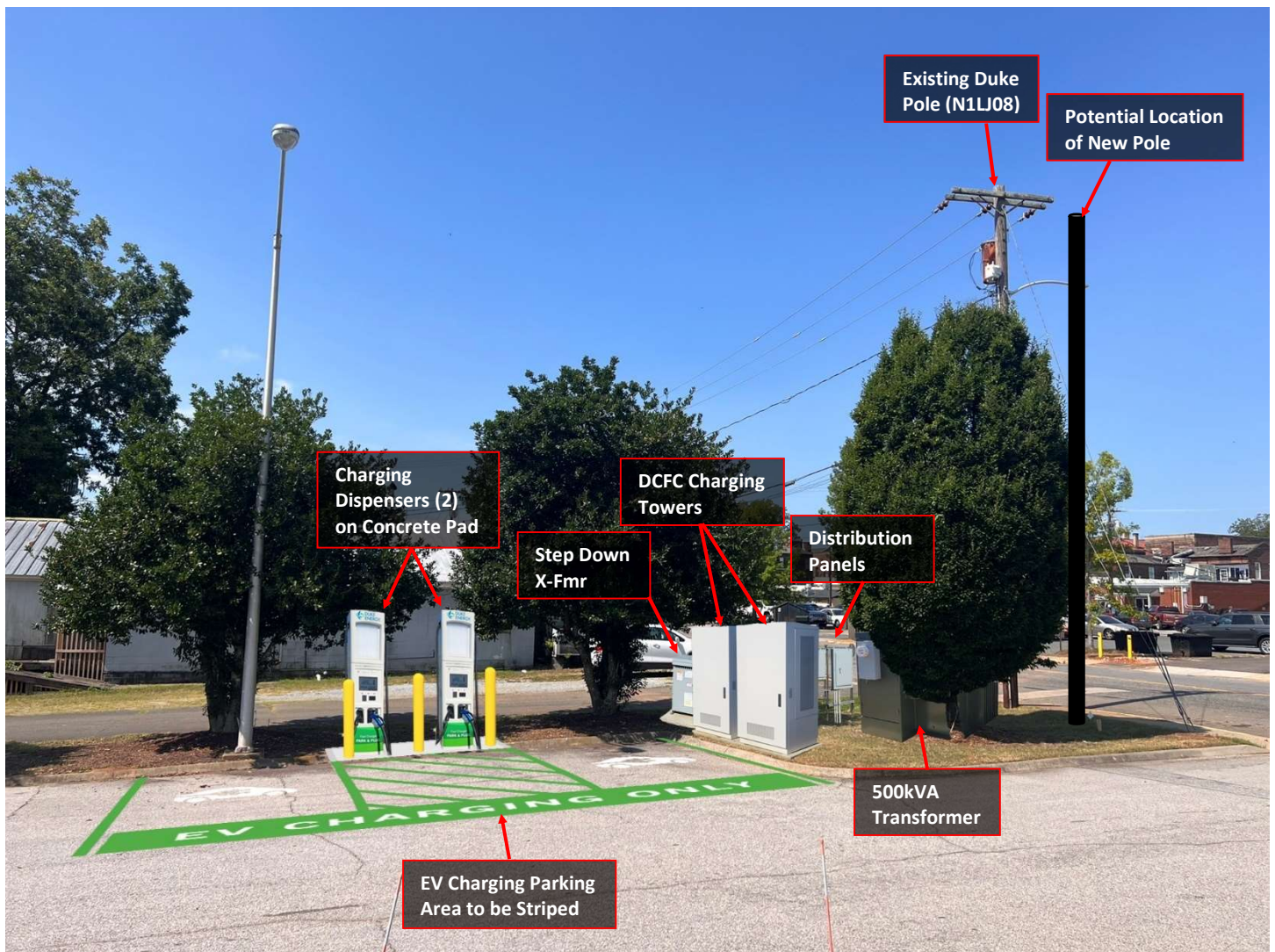
Duke Engineer: **Kendrick Cunningham- Kendrick.Cunningham@duke-energy.com - (803) 627-3876**

Site Location: **10 N Roosevelt St, York, SC 29745**

County: **York County**

Option 2







ELECTRIC VEHICLE SITE HOST AGREEMENT DUKE ENERGY CAROLINAS PARK & PLUG PROGRAM

THIS ELECTRIC VEHICLE SITE HOST AGREEMENT (the "**Agreement**") is entered into as of this ____ day of _____, 2022 ("Effective Date"), between DUKE ENERGY CAROLINAS, LLC ("**Duke Energy**") and _____ ("**Host**"). Duke Energy and Host may be referred to individually as a "Party" and collectively as the "**Parties**".

RECITALS

WHEREAS, Duke Energy has created the Park & Plug program (the "**Program**"), pursuant to which Duke Energy will install, own, operate, maintain and support electric vehicle supply equipment ("**EVSE**") within the Duke Energy Carolinas service area and will record system data to evaluate charging behavior and provide Program evaluations to the South Carolina Public Service Commission on an annual basis;

WHEREAS, Host is the owner or operator of that certain property which has an address of _____ (the "**Property**");

WHEREAS, Host desires to become a participant in the Program and have Duke Energy install EVSE and associated wires, cables and equipment (collectively, the "**Equipment**") at the Property; and

WHEREAS, Duke Energy is willing to enroll Host in the Program and to install the Equipment at the Property in accordance with the terms of this Agreement and the Program;

WHEREAS, Duke Energy has selected a company to provide network access for the Program (the "**Network Provider**");

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **DUKE ENERGY'S OBLIGATIONS.**

a. Duke Energy and/or its contractors shall design and construct the Equipment in compliance with the Program terms, as well as all applicable local, state and federal laws and regulatory requirements. Duke Energy and/or its contractors will coordinate location, placement, and connection of the Equipment with Host. Should the proposed installation schedule require modification, Duke Energy shall notify the Host within a reasonable amount of time of such changes. At the option of Duke Energy, all Equipment shall be Duke Energy branded.

b. Duke Energy shall install a new meter and panel at the Property, which shall represent a separate account in Duke Energy's name.

c. Pursuant to the tariff filed with the South Carolina Public Service Commission ("SC PSC"), Duke Energy shall establish a fee intended to approximate the statewide average cost per kWh to charge an electric vehicle at publicly available DC Fast

Chargers ("Fast Charge Fee"). The Fast Charge Fee will be updated quarterly.

d. During the Term (as defined in Section 3 below) of this Agreement, subject to Section 2(c) below, Duke Energy and/or its contractors shall maintain and repair the Equipment at Duke Energy's expense. Duke Energy shall repair the Equipment promptly following notification from Host. Duke Energy shall have the right to repair, modify or replace the Equipment at any time during the Term of this Agreement. Duke Energy shall schedule access for installation, maintenance and repairs during a mutually agreeable time, except in emergency situations.

e. During the Term, Duke Energy shall pay all network access fees required for the Program to the Network Provider.

2. **HOST'S OBLIGATIONS.**

a. Host shall provide Duke Energy, its representatives, Network Provider, contractors, and designees access to the Program site for purposes of design and installation of the Equipment.

b. Host agrees to grant Duke Energy permission as needed for Duke Energy to install the Equipment and implement the Program at the Property.

c. Host shall grant to Duke Energy and/or its contractors such access to the Property as may be deemed necessary or desirable by Duke Energy for the assessment, installation, and the maintenance, repair and/or replacement of all or any portion(s) of the Equipment throughout the Term of this Agreement. In the event the Equipment fails to operate or otherwise requires repairs, Host shall notify Duke Energy promptly. Host shall not damage, disable, modify or tamper with the Equipment in any way except to the extent required by an emergency situation. If Host violates the preceding sentence, Duke Energy shall repair or replace the Equipment at Host's expense.

d. Host may request additional Equipment upgrades or configuration alternatives as set forth in Exhibit A beyond those chosen by Duke Energy ("Upgrade(s)"). Host shall be responsible for any additional fees in connection with the Upgrade(s), and shall render payment prior to installation of Equipment.

e. Host acknowledges that Duke Energy and/or its contractors will gather data and information from the Equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and Equipment. Duke Energy shall own all rights to such data and information. Host acknowledges that such data and information will be used and disclosed by Duke Energy and third parties for the purpose of understanding and evaluating the impact of electric vehicles on transit systems and the electric power grid, for use in regulatory reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations. Duke Energy will make

available to the Host relevant station utilization data to assist with decisions to invest in additional charging stations by the Host.

f. Host in its reasonable discretion, may set its own end user driver rate, provided such rate does not exceed the applicable approved Fast Charge Fee by more than 20%. In the event Host sets rate below the Fast Charge Fee, Duke Energy shall invoice Host for the difference between such rates, and payment is due within thirty (30) days from the date of invoice. Subject to this Section 3 (e), in the event Host sets a rate greater than the Fast Charge Fee, the excess shall be credited to the Program.

g. Host shall provide accessible charging point and nondiscriminatory access to the EVSE in accordance with Host's selected Site Host Segment Type and Accessibility as set forth in Exhibit A. For multi-unit dwelling and workplace, Host shall provide equal access for all tenants and employees, respectively. For public installations, this means a site is available to any electric vehicle driver regardless of affiliation (i.e. a business cannot designate a public charger for their customers only).

h. Host shall be permitted to promote and advertise the Program; provided, however, Duke Energy reserves the right to review and approve any and all advertising, marketing, or promotional copy or materials developed or used by the Host which references the Host's participation in the Program. Duke Energy may require the Host to submit such copy and materials for pre-approval. Approval shall be granted, unless Duke Energy in its sole discretion, reasonably determines that the copy or materials are misleading, in error, or fail to meet the requirements of the Program terms and conditions, or is not in Duke Energy's best interest. In the event that Duke Energy does not approve, Host agrees to remove from circulation or otherwise discontinue the use of any such materials.

i. Host shall use commercially reasonable efforts to maintain the Equipment in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the common areas at the Host Property. Host shall take reasonable measures to discourage and prevent anyone other than an EV driver or to whom a particular EVSE has been dedicated from parking in such space, including, without limitation, towing.

3. TERM AND TERMINATION.

a. This Agreement shall be effective as of the date of execution by both Parties. The term shall commence on the Effective Date and shall continue until December 31st 2025 (the "**Term**"), unless sooner terminated or extended as provided herein. Duke Energy shall have the option, with Host's consent, to extend the Term of this Agreement for one year by giving Host written notice of such extension at least thirty (30) days prior to the end of the Term. Upon expiration of the original or extended Term, Duke Energy shall (i) in its sole discretion, may transfer title to the Equipment to Host as set forth in Section 5 below, or (ii) remove the Equipment at Duke Energy's expense. Notwithstanding foregoing, Host acknowledges and agrees, that if mandated by the SC PSC after thirty-six (36) months of the Program Term, modifications to the Term may be required.

b. Notwithstanding anything herein to the contrary, Duke Energy shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to Host, which shall be effective as of the effective date of termination set forth in such notice. In addition, in the event Duke Energy determines that the Property is not technically compatible for the purposes hereunder, Duke Energy shall have the right to terminate this Agreement immediately upon written notice to Host. Unless otherwise agreed to by the Parties, Duke Energy shall remove the Equipment following any such termination.

4. ELECTRIC SERVICE COST/INTERRUPTION OF SERVICE.

Duke Energy shall be responsible for the installation of a system by which to charge for all electrical consumption costs derived from the utilization of EVSE for charging electric vehicles. During the Term, Duke Energy will be responsible for the electrical consumption costs. The Parties acknowledge and agree that, pursuant to the tariff on file with the South Carolina Public Service Commission, Duke Energy does not guarantee continuity of service to the EVSE and is not responsible or liable for interruption, failure, or defect in the supply or character of electricity furnished to facilities or Equipment.

5. TITLE TO EQUIPMENT. At all times during the Term of this Agreement, title to the Equipment shall remain with Duke Energy and are not to be considered fixtures or in any way the property of Host. Upon the expiration of this Agreement, including any extensions thereof, and at Duke Energy option and Host's consent, title to the Equipment may transfer to Host for the higher of reasonably determined fair market value or book value with no warranties to apply in either case, and Host shall remit such payment within thirty days of the parties' agreement to transfer title. Title to the Equipment shall transfer upon payment. Upon transfer of title to the Equipment to Host, (i) Host releases Duke Energy from any liabilities, including, but not limited to, any claim or action for bodily injury or property damage resulting from or related to the Equipment or the use of the Equipment whether arising prior to or after such transfer, and (ii) Host will be responsible for electrical consumption costs, network access fees, maintenance costs, and any repair costs thereafter.

6. GOVERNMENTAL APPROVALS. It is understood and agreed that Duke Energy's ability to install the Equipment is contingent upon its obtaining after the execution date of this Agreement all of the applicable permits and other approvals that may be required by any federal, state or local authorities (collectively the "**Governmental Approvals**"). Host shall cooperate with Duke Energy in its effort to obtain such Governmental Approvals. In the event that any of such applications for such Governmental Approvals should be finally rejected or Duke Energy determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to Duke Energy is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, Duke Energy shall have the right to terminate this Agreement immediately upon written notice to Host.

7. ACCESSIBILITY REQUIREMENTS. Host understands and accepts that electric vehicle charging facilities that are publicly accessible shall comply with the Americans with Disabilities Act (ADA) and any applicable South Carolina building standards. Host understands and accepts that such standards may impact parking layouts and potentially change

the number of non-accessible parking spaces available. Host understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the Program facility as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.

8. **DUTY TO NOTIFY.** Host shall have the duty to notify Duke Energy promptly regarding any unsafe, inoperable or damaged equipment that applicant becomes aware of. In addition, Host shall promptly report all claims and/or incidents to Duke Energy or its designated representative(s), and promptly thereafter confirm in writing, the occurrence of any injury, loss, or damage incurred.

9. **COMPENSATION.** Under no conditions shall Host or EV drivers receive compensation of any kind, either by cash, in-kind services, or otherwise, for any duties or requirements provided for in these terms and conditions or for participation in any way as part of the Program, including but not limited to: use of data for lawful purposes, loss of business activity during construction or maintenance activities, or any other inconvenience or loss, without limitation, related to participation in the Program.

10. **CHANGES.** Duke Energy may initiate changes to the Program as circumstances dictate.

11. **AUTHORITY.** Host represents and warrants that it is the owner or authorized manager of the proposed Property and has the power, authority and capacity to bind itself to undertake the Program terms and conditions; and to perform each and every obligation required of Host under the Program.

12. **DAMAGE TO PROPERTY.** Duke Energy shall be responsible for repairing any damage to the Property directly caused by the installation, maintenance and/or repair of the Equipment.

13. **INDEMNIFICATION.** Each Party shall indemnify and hold the other harmless against any claim of liability or loss from bodily injury or property damage resulting from or arising out of the negligence of such Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, its servants or agents.

14. **SALE OF PROPERTY.** Host shall notify Duke Energy at least thirty (30) days prior to any sale of the Property. Within thirty (30) days following receipt of such notice, Duke Energy, in its sole discretion, may elect to permit the Host to transfer this agreement and all obligations of the Host to the new owner or to remove the Equipment at Host's cost. If Duke Energy elects to remove the Equipment, this Agreement shall be deemed to be automatically terminated without any further action required by either party as of the earlier of (a) the date the sale of the Property is consummated and (b) the date the Equipment is removed.

15. **TAXES/TAX CREDITS.** To the extent the installation of the Equipment generates any tax credits, such credits shall be the sole property of and shall inure to the benefit of Duke Energy for the period for which it owns the Equipment provided under this Agreement.

16. **LIMITATION OF LIABILITY.** In no event shall either Party be liable for consequential, special, incidental, exemplary, punitive, or any indirect damages of any nature arising at any time, from any cause whatsoever.

17. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without reference to its conflict of laws principles.

18. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Duke Energy and Host with respect to the subject matter hereof and supersedes all prior negotiations, binding documents, representations and agreements, whether written or oral, with respect to the subject matter hereof. This Agreement may be amended or modified only by a written instrument duly executed by each of the Parties.

19. **SUCCESSORS AND ASSIGNS.** Host may not assign, convey or transfer all or any part of this Agreement without Duke Energy's prior written consent. This Agreement shall be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns. Duke Energy may assign this Agreement or any benefit, interest, right or cause of action arising under the Agreement to any person without restriction.

20. **NO WAIVER.** No course of dealing or failure of Duke Energy or Host to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of that term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

21. **SURVIVAL.** All sections of this Agreement providing for indemnification or limitation of or protection against liability of either Party shall survive the termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

22. **SEVERABILITY.** If any provision of this Agreement or the application of this Agreement to any person or circumstance shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of that provision to persons or circumstances other than those as to which it is specifically held invalid or unenforceable shall not be affected, and every remaining provision of this Agreement shall be valid and binding to the fullest extent permitted by laws.

23. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by U.S. mail, commercial courier, personal delivery, fax or email, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Host:

Attn: _____

Phone: _____

Duke Energy:

Duke Energy Carolinas, LLC
Attn: Program Manager - Park & Plug
400 South Tryon, Charlotte, NC 28202

Notice shall be effective upon receipt or such later date specified in the notice.

24. **COUNTERPARTS**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery of manually signed documents in person.

25. **NO JOINT VENTURE**. The Parties intend by this Agreement to establish the basis upon which they will cooperate together, but on an independent basis. This Agreement does not constitute or create a joint venture, partnership, or any other similar arrangement between the Parties. Each of the Parties is independent and none of them are an agent of, nor has the authority to bind the other for any purpose. No Party shall bind any other, or represent that it has the authority to do so.

26. **PHOTOS/VIDEO OF EQUIPMENT**. Host agrees, upon reasonable notice to allow Duke Energy to enter the Property to take photographs or video of the Equipment. Duke Energy shall own all copyright and other intellectual property rights of such photographs or videos. To the extent the Property appears in any such photographs or videos, Host consents to Duke Energy's use and disclosure of such photographs or videos of the Property.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

DUKE ENERGY CAROLINAS, LLC

By: _____

Print Name: _____

Title: _____

HOST:

By: _____

Print Name: _____

Title: _____

Exhibit A

Site Host Segment Type and Availability Requirements

Site Host Segment Type and Availability: (Check which applies)

____ Multi Unit Dwelling (Level Two 208v-240v single phase, Multifamily residences and installed in the commons areas)

Describe access to residents and the time period(s) available for charging

____ Workplace (Level Two 208v-240v single phase, Provided for the use of an organization's employees)

Describe employee eligibility to use charging station

____ Public Level 2 (Level Two 208v-240v single phase available for general public access)

List any limitations of public access to the station(s) - Indicate days and times of day station will be publicly available

____ Public DC Fast - (208v - 480v 3 Phase units with Chademo and CCS Combo connectors, available for general public access)

Confirm equipment configuration:

____ Base configuration

____ Alternative configuration and costs responsible by Host _____

List any limitations of public access to the station(s) - Indicate days and times of day station will be publicly available

Dear Duke Energy Customer,

Duke Energy is pleased to provide your electric service. In doing so, our goal is to meet your request with the least possible disturbance to your property without damaging any underground objects that may be present.

To provide the service you have requested, we must rely on your knowledge of any underground objects or obstructions that may impede the installation of poles, apparatus or underground facilities. You are the primary source of information about such objects or obstructions that could be damaged by Duke Energy or our contractor's equipment.

In the interest of safety and a damage-free and timely installation, please do the following:

1. Use the checklist(s) below to insure all site readiness requirements are completed.
2. Acknowledge that you understand the Electric Service Installation Provisions.

You may be responsible for any additional costs incurred by Duke Energy due to our inability to perform work on schedule as a result of the site not being ready or remaining ready until all work has been completed. If you have questions about these provisions or your electric service, please ask the Duke Energy representative handling your request. Thank you for your cooperation, and we look forward to providing you a safe and timely installation.

Site Contact Name: _____ Contact Number: (_____) _____

Site Readiness Checklist

Note: All marking/locating of lines and other customer-owned equipment must be done with flags, stakes, or paint. In accordance with 811 process all markings must be respected and protected.

CUSTOMER NAME: _____ SERVICE ADDRESS(ES): _____
SITE READY DATE: _____ DATE SERVICE NEEDED (REQUIRED DATE): _____

REQUIRED	REQUIREMENT	COMPLETED
<input type="checkbox"/>	Route clear (minimum 10 ft. width from source to meter base).	<input type="checkbox"/>
<input type="checkbox"/>	Grading within 6 inches of final or to final grade as indicated on Electric Service Installation Provisions.	<input type="checkbox"/>
<input type="checkbox"/>	Builder/Private underground obstacles (lines, tanks, tree protection zones, etc.) located and marked.	<input type="checkbox"/>
<input type="checkbox"/>	Effective July 1, 2016, Meter Socket(s)/Meter Center(s) is on the Meter Equipment Group approved list.	<input type="checkbox"/>
<input type="checkbox"/>	Self-Contained Meter Base Ready (meter base, load-side conductors, grounding rod and conductor installed).	<input type="checkbox"/>
<input type="checkbox"/>	CT cabinet / metering trough location marked/installed as indicated on CT Metering Site Readiness Checklist	<input type="checkbox"/>
<input checked="" type="checkbox"/>	I have been shown the pictures of Duke Energy's standard underground installation equipment and understand the potential impact to my property.	<input type="checkbox"/>
<input type="checkbox"/>	Large truck and/or trencher route clear to access meter base, poles, transformers, or other Duke Energy equipment.	<input type="checkbox"/>
<input type="checkbox"/>	Work only in dry conditions to prevent yard damage.	<input type="checkbox"/>
<input type="checkbox"/>	Individual Right of Way - signed and returned. All other Rights of Way – properly executed and returned.	<input type="checkbox"/>
<input type="checkbox"/>	Contribution-in-aid of construction obligation is met.	<input type="checkbox"/>
<input type="checkbox"/>	Concrete transformer pad is poured and metering conduit installed per specifications	<input type="checkbox"/>
<input type="checkbox"/>	Conduit (Gray, Schedule 40) installed, as discussed with project designer, for underground primary or service installations per specifications.	<input type="checkbox"/>
<input type="checkbox"/>	In multi-unit structures, all meter boxes are permanently and correctly marked/installed.	<input type="checkbox"/>
<input type="checkbox"/>	I have read, understood, and accepted the Electric Service Installation Provisions' terms.	<input type="checkbox"/>
<input type="checkbox"/>	As a developer, I understand my responsibilities outlined on the attached Subdivision/Multi-Family Checklist.	<input type="checkbox"/>
<input type="checkbox"/>	I have notified Duke Energy of the completion of the above Site Ready requirements.	<input type="checkbox"/>
<input type="checkbox"/>	The maximum number of customer conductors per phase - 12 for 750 MCM or smaller.	<input type="checkbox"/>
<input type="checkbox"/>	I have received a copy of the Duke Energy Pad Mounted Transformer Building Clearance Standard .	<input type="checkbox"/>
<input checked="" type="checkbox"/>	There are no known environmental hazards or contaminants on my property.	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>

Once you have satisfied all of the requirements checked above, and if applicable on the accompanying CT Metering Site Readiness Checklist, please report to Duke Energy that your site is ready for service by calling _____, or, by faxing this form to _____, referring to Work Order # (or Customer Job #) _____.

By signing, I acknowledge that I am the Owner/Customer or Representative of the Owner/Customer with authority to execute this document.

Owner / Customer / Authorized Representative Signature _____

Date _____

Your request will not be scheduled until you have completed this notification. Standard scheduling and construction lead-times must be allowed before expecting delivery of your service.

Thank You

Electric Service Installation Provisions

WO# _____
(Internal Use Only)

I, _____, have requested that Duke Energy install above ground or underground electric service conductors at my home/business located at: _____. In making this request, I agree to the following checked provisions:

1. ☐ While Duke Energy is responsible for locating publicly owned underground utility lines (telephone, CATV, gas) I am responsible for identifying for Duke Energy or its agent the correct location of all privately-owned underground objects that might be damaged by or cause damage to Duke Energy's equipment or its contractor's equipment in the process of installation. Underground objects include, but are not limited to: **septic tanks, drain lines, drain fields, designated repair areas, water lines, irrigation lines and electrical lines not owned by Duke Energy or other publicly owned utilities.**
2. ☐ Once I have physically marked the privately-owned underground objects, within + or - 24 inches, using paint, flags, or stakes, Duke Energy or its contractor will assume responsibility for avoiding damage to said objects.
3. ☐ I assume full responsibility for any damage to privately-owned underground objects caused by my failure to notify or incorrectly notify Duke Energy of the location of the underground objects.
4. ☒ **Duke Energy or its contractor will assume responsibility for performing said installation in a professional manner by avoiding damage to obvious above ground objects such as curbs, gutters, shrubbery, sidewalks, and buildings.**
5. ☐ I understand the specific route of the proposed above ground or underground conductors and location of poles and/or apparatus as described by the Duke Energy representative.
6. ☐ In the course of installing underground lines and equipment in areas with landscape trees, there is the probability of some root damage and I will not hold Duke Energy or its contractor responsible for damage to or the health of any trees.
7. ☐ Equipment tracks and ground disturbance will result from the use of equipment necessary for the installation of above ground or underground facilities.
8. ☐ Duke Energy or its contractor **will not** be responsible for providing non-standard erosion control measures, reseeding lawns or replacing gravel in the area(s) disturbed due to the installation of poles, apparatus (such as transformers or pedestals) or underground facilities.
9. ☐ I understand that I am responsible for complying with any state or federal requirements related to stormwater discharge including any site stabilization measures.
10. ☐ I may be required to pay a contribution in aid of construction if rock or other adverse conditions are encountered. Refer to the Line Extension Plan (copy available upon request). Costs associated with lighting installations may vary from those listed below or could potentially be less if your project involves joint installation with other utilities. These conditions include, but are not limited to, the following examples:

Examples of Charges

	Unit Cost
Trench Rock, Non-blast	\$ 27.65 per cubic foot
Place clean sand/clay backfill in a standard trench	\$ 1.62 per linear foot
Provide clean sand/clay backfill from on-site or offsite	\$ Actual Cost plus 15%
Provide conduit in trench	\$ 5.02 per linear foot
Punching under roads/driveways/sidewalk	\$ 28.88 per linear foot
Mechanical tamping to avoid settling of trench	\$ 2.00 per linear foot
Rock hole pole	\$ 328.08 per pole
Rock hole anchor	\$ 277.95 per anchor
Crew delay due to customer or site conditions	\$ 125.00 per hour (\$125 min)
Engineering costs	\$ 65.00 per hour
Other: _____	\$ _____

11. ☐ To meet National Electric Safety Codes, work site grading, and landscaping must be ___ at final grade or ___ within 6 inches of final grade (Duke Representative to initial appropriate item) before installation of underground facilities. Refer to the Line Extension Plan (copy available upon request).
12. ☐ **I understand that I may be responsible for any additional costs incurred by Duke due to Duke's inability to perform work on schedule as a result of my failure to have the site ready or remain ready until all work has been completed (\$125 minimum charge).**
13. ☐ I have requested that Duke Energy install underground facilities on the property listed above. In making this request, I agree to be the single point of contact for Duke Energy and agree that I may be financially responsible to Duke Energy for any damage to Duke Energy's equipment that is caused by a contractor retained by me who is uninsured or otherwise does not have the financial ability to pay for said damages.
14. ☐ I have provided Duke Energy with the correct load information to size the electrical facilities required by this request for service. I understand that there may be charges if the actual load requires Duke Energy to alter electrical facilities installed for this request for service.
15. ☐ I assume full responsibility to determine if any lighting ordinances or restrictions that would prohibit the installation of the service requested.
16. ☒ **I agree to allow Duke Energy or its contractor to drive vehicles/equipment on my concrete drive or walkway and I will not hold Duke Energy or its contractor responsible for damage to my concrete drive or walkway.**
17. ☒ **Duke Energy or its contractor will not be responsible for providing remediation or environmental control measures for preexisting environmental hazards or contaminants discovered during the installation of poles, apparatus (such as transformers or pedestals) or underground facilities. Environmental issues not disclosed during project initiation may delay the completion of construction.**
18. ☐ These provisions have been explained to me and I have received a copy of this document.

By signing, I acknowledge that I am the Owner/Customer or Agent of the Owner/Customer with authority to execute this document.

Owner / Customer / Authorized Representative Signature _____

 910-381-8805 Donald.Hamilton@duke-energy.com
 Duke Energy Representative Phone Number Fax Number

 Date

 Date