

NORTH CAROLINA
GASTON COUNTY

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 Gastonia, a North Carolina municipal corporation, hereinafter referred to as the “City”.

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 City to install decorative street lighting in and around said subdivision and the City 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 City 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 City Electric Department.
2. Maintenance. The City 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 City 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 heing by reference.
4. Billing. The City 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 City 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 City for the cost of removing the decorative lighting. 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 City shall remove all decorative street lighting fixtures and the Developer or its assignee shall reimburse the City for the costs incurred in the 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:

CITY: Lighting Coordinator
City of Gastonia
Post Office Box 1748
Gastonia, NC 28053

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 City. In order for such assignment to be effective as against the City, Developer shall provide City 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 enure 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 Enterprise 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and first above written.

Developer

By: _____
(Vice) President

CITY OF GASTONIA

City Manager

ATTEST:

(Deputy) City Clerk

NORTH CAROLINA
GASTON COUNTY

I, _____, a Notary Public of County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he/she is (Vice) President of _____, and that by authority duly given and as the act of the corporation, was signed by him and sealed by its corporate seal

Witness my hand and official seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that she is the (Deputy) City Clerk of the City of Gastonia and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its (Deputy) City Clerk.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Approved as to form: _____
Deputy City Attorney

EXHIBIT A

DECORATIVE STREET LIGHTING

Deluxe Traditional Style

Fiberglass Pole - 12' - Black

47 Watt LED Luminaire

Actual choices are provided in a stand-alone product specification sheet.

EXHIBIT B

**DECORATIVE STREET LIGHTING
COST TO DEVELOPER/HOMEOWNERS ASSOCIATION**

Style	Quantity	\$ per Light per Month	Total Monthly Cost

SAMPLE

ADDENDUM TO AGREEMENT

Company Name: _____

Iran Divestment Act

As of the date of this agreement, the contractor listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143C-6A-4. Contractor further certifies that it will not utilize any subcontractor on the list.

E-Verify Requirements

Contractor certifies that it is in compliance with all applicable provisions of Article 2, Chapter 64 of North Carolina General Statutes, which generally provides that each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Contractor agrees that during the term of this Agreement it shall comply and shall require all subcontractors to comply with any and all applicable provisions of Article 2, Chapter 64 of the North Carolina General Statutes, and Contractor agrees to incorporate in all further contracts or subcontracts for the Project a provision requiring compliance with Article 2, Chapter 64 of the North Carolina General Statutes.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statements.

Signature: _____

Date: _____

Printed Name: _____

Title _____