

ACCOUNT NAME CITY OF DURHAM SERVICE ADDRESS CITY HALL PLAZA, DURHAM, NC , 27701 Account Number 2506132

NC Service Agreement - Government Lighting

Duke Energy Carolinas LLC

Duke Energy Corporation - Electronic Form Repository
Electric Distribution form for North Carolina Only

Customer Name	<u>CITY OF DURHAM</u>	Project Name	<u>CITY HALL PLAZA</u>	Duke Energy Carolinas LLC, Employee	_____
Service Address	<u>CITY HALL PLAZA, DURHAM, NC, 27701</u>			Contractor working for Duke Energy Carolinas, LLC	_____
Mailing Address	<u>101 CITY HALL PLAZA, DURHAM, NC, 27701</u>			Date	_____
Service Requested By	<u>TERRY THOMPSON</u>	<u>STREET LIGHT PROGRAM ADMINISTRATOR</u>	<u>9195604388</u>	* Total Monthly Charges	<u>\$134.24</u>
		Title	Phone	One Time Payment (incl. tax)	<u>\$103,552.33</u>
				Total Cost (Initial Term plus One Time Payment Charges)	<u>\$108,384.97</u>
				*Subject to change per KWH as shown on effective rate schedule	

This agreement, when signed by the Customer and by an authorized representative of Duke Energy Carolinas LLC ("Duke"), will be a contract under which Duke agrees to furnish the outdoor lighting service indicated below to the Customer and the Customer agrees to pay for the service in accordance with the terms of Rate Schedule -GL and Duke's Service Regulations on file with the North Carolina Public Service Commission, and on file in Duke's offices, (AS THE RATE SCHEDULE AND SERVICE REGULATIONS MAY BE MODIFIED FROM TIME TO TIME) which Rate Schedule and Service Regulations are hereby incorporated as part of this agreement

Duke will provide the outdoor lighting service indicated below, but if the service is wholly or partially interrupted or suspended or fails because lamps burn out or are broken, because of any cause beyond Duke's reasonable control or because Duke needs to suspend the service for the purpose of inspecting or making repairs or alterations to its lines or other equipment, then Duke shall not be obligated to provide the service during any such interruption, suspension or failure, and Duke shall not be liable for any damage or loss resulting therefrom. Duke will replace burned out lamps and otherwise maintain the fixture during regular daytime working hours as soon as practical following notification by the Customer of such problems.

It is further agreed that Duke reserves the right to discontinue service and remove the fixtures from the Customer's premises if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement. **The initial term of this Agreement shall be 3 Years**, and thereafter it shall continue until terminated by either party giving 30 days' written notice to the other party. **IN THE EVENT OF TERMINATION DURING THE INITIAL TERM OF THIS AGREEMENT, THE CUSTOMER AGREES TO PAY DUKE 40% OF THE TOTAL MONTHLY CHARGE FOR THE NUMBER OF MONTHS REMAINING IN THE INITIAL TERM.**

Customer Signature :	_____	Date	_____
Special Instructions : SPECIALTY LIGHTING		Work Request Number :	2038863
		SA ID :	20110322150659644

ATTEST: CITY OF DURHAM

_____ By: _____

preaudit certificate, if applicable _____

Specialty Luminaires :

Description 250watt HPS leardrop, 25ft mounting height, black, on style C North Yorkshire pole, black, with banner rod and receptacle festoon
 Payment Type : One-time

		#Units	1 Time Charge	Total Prepayment	Monthly Charge
Decorative Adder :	\$12,587.03	8	\$100,536.24		\$0.00
Luminaire Base Rate:	250W,27500 Lumens ,High Pressure Sodium,Urban				
Existing Pole	\$12.62	0			\$0.00
New Pole w/OH	\$15.06	0			\$0.00
New Pole w/UG	\$16.78	8		\$0.00	\$134.24
TOTAL:			\$100,536.24		\$134.24

Additional Monthly Charges

	Existing Pole		New Pole w/OH		New Pole w/UG	
	Rate	#Units	Rate	#Units	Rate	#Units
Additional Monthly Charge for underground conductor \$0.07 for each increment of 10 feet or less, over 150 service feet per pole						
Total Secondary UG installed (in feet)	600		10' increments over 150' per pole		0 x 0.07 = \$0.00	
					\$0.00 x 8 poles =	\$0.00
		Sub Total	\$0.00	Sub Total	\$0.00	Sub Total
						\$0.00

Additional One Time Payment Total Amount: \$0.00
 One Time Payment Tax: \$3,016.09
 Additional Monthly Payment Total Amount: \$0.00
 Total Prepayment: \$0.00
 Total Cost (Initial Term plus One Time Payment Charges): \$108,384.97

Are any old facilities to be removed ?
 Yes - Remove from City of Durham Acct#2506132
 8 - transformer based 30' mtg ht steel pole with 12' arms and 250W HPSV cobra cutoffs at \$16.85 each.