

ACCOUNT NAME CITY OF DURHAM SERVICE ADDRESS ANGIER AVE. & DRIVER ST., DURHAM, NC , 27703 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

Table with 4 columns: Field Name, Value, Field Name, Value. Includes Customer Name (CITY OF DURHAM), Project Name (ANGIER AVE. & DRIVER ST. STREESCAPE PROJECT), Duke Energy Carolinas LLC, Employee, Service Address (ANGIER AVE. & DRIVER ST., DURHAM, NC, 27703), Contractor working for Duke Energy Carolinas, LLC, Mailing Address (101 CITY HALL PLAZA, DURHAM, NC, 27701), Date, Service Requested By (TERRY S. THOMPSON), STREET LIGHT PROGRAM ADMINISTRATOR, 9195604366, * Total Monthly Charges (\$243.98), One Time Payment (incl. tax) (\$106,591.28), Total Cost (Initial Term plus One Time Payment Charges) (\$115,374.56).

*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 Dukes Service Regulations on file with the North Carolina Utilities Commission , and on file in Dukes 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 Dukes 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 Customers premises if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement. The intial 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 : Duke further represents and covenants that Duke and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, "its subcontractors," and "comply" shall have the meanings intended by NCGS 160A-20.1(b). The City is relying on this section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

Work Request 2347217
Number :

SA ID : 20131030141427450

Specialty Luminaires :

Description	Black 250 watt HPS Teardrop Fixture on a Black Style C Pole, Davit Arm, with Banner Rod and Tether Eyelet, Festoon Receptacle and GFI Breaker.				
Payment Type :	One-time				
		#Units	1 Time Charge	Total Prepayment	Monthly Charge
Decorative Adder :	\$9,407.88	11	\$103,486.68		\$0.00
Luminaire Base Rate:	250W,27500 Lumens ,High Pressure Sodium,Urban				
Existing Pole	\$13.54	0			\$0.00
New Pole w/OH	\$18.59	0			\$0.00
New Pole w/UG	\$22.18	11		\$0.00	\$243.98
TOTAL:			\$103,486.68		\$243.98

Additional Monthly Charges

	Existing Pole			New Pole w/OH			New Pole w/UG		
	Rate	#Units	Monthly Charge	Rate	#Units	Monthly Charge	Rate	#Units	Monthly Charge
Additional Monthly Charge for underground conductor \$.07 for each increment of 10 feet or less, over 150 service feet per pole									
Total Secondary UG installed (in feet)	745		10' increments over 150' per pole=			0 x 0.07 =			\$0.00
						\$0.00 x 11 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:	\$3,104.60
Additional Monthly Payment Total Amount:	\$0.00
Total Prepayment	\$0.00
Total Cost (Initial Term plus One Time Payment Charges)	\$115,374.56
Are any old facilities to be removed ?	No