



LIGHTING SERVICE CONTRACT

ACCOUNT NUMBER
85043-11253
WORK ORDER NUMBER
1298423
DEF CONTACT
ANJELICA KEATING

CUSTOMER NAME: CITY OF DUNNELLON

SERVICE LOCATION(S) 20750 RIVER DR DUNNELLON FL 34431
(Street address, city/county, Company account number if established)

This Lighting Service Contract ("Contract") is hereby entered into August 2, 2016 between Duke Energy Florida, LLC (hereinafter called the Company) and CITY OF DUNNELLON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS-1, or its successor, as the same is on file with the Florida Public Service Commission (FPSC) and as may be amended and subsequently filed with the FPSC. To the extent there is any conflict between this Contract and the Lighting Service Rate Schedule, the Lighting Rate Schedule shall control.

The Customer further understands that service under this rate shall be for an initial term of **ten (10) years** and shall continue hereafter until terminated by either party upon written notice sixty (60) days prior to termination.

The Company shall install the following facilities (hereinafter called the Facilities):

<u>Fixture / Pole Types and Number Installed:</u>		
400W HPS FLOODLIGHT	L30	QTY 1
		QTY

Additional facilities:

(Continued in Next Page)



Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge	
Pole Charge	
Light Fixture Charge	
Light Fixture Maintenance Charge	
Energy and Demand Charge :	
Non-fuel Energy Charge	
Plus the Cost Recovery Factors listed in	
Rate Schedule BA-1, <i>Billing Adjustments**</i> ,	
except the Fuel Cost Recovery Factor and	
Asset Securitization Charge Factor	See Sheet No. 6.105 and 6.106
Fuel Cost Recovery Factor **:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105

***Charges are normally revised on an annual basis.*

Additional Charges:

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fees:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

THE CUSTOMER AGREES:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.
5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.
6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.

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8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.

9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

10. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.

11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).

12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized. At the end of the term of service, a new Contract will be required.

13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.

14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.

15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.

16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.

17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.

18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

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19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.

20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.

IN WITNESS WHEREOF, the parties hereby caused this Contract to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

CITY OF DUNNELLON
Customer (Print or type name of Organization)

DUKE ENERGY FLORIDA, LLC

By: _____
(Signature)

By: _____
(Signature)

(Print or Type Name)

ANJELICA KEATING
(Print or Type Name)

Title: _____

Title: Duke Energy Representative



DE Contact: ANJELICA KEATING

Address: 515 Independence Highway Inverness, FL 34453

Phone: 352-341-7506

Lighting Proposal

WR 1298423

August 2, 2016

Project Details
Customer: CITY OF DUNNELLO
Account: 85043-11253
Site: 20750 RIVER DR DUNNELLO FL 34431
Contact: ANTHONY SANTACROSS
Phone: 352-208-9021

Scope of Request
I_400HPS FLOOD R_49W LED WITH 20IN BRACKET

REMOVALS		Per Unit				Sub-Total
Quantity	Product Description Fixtures and Poles	Rental	Maint.	F & E	Unit Total	
1	49W LED Neighborhood Light, OH	\$5.07	\$1.39	\$0.93	\$7.39	\$7.39
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
Rental, Maintenance, F&E Totals:		\$5.07	\$1.39	\$0.93		
Existing Estimated Monthly Rental						\$7.39

INSTALLS		Per Unit				Sub-Total
Quantity	Product Description Fixtures and Poles	Rental	Maint.	F & E	Unit Total	
1	400W HPS FLOODLIGHT L30	\$5.19	\$1.76	\$9.30	\$16.25	\$16.25
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
Rental, Maintenance, F&E Totals:		\$5.19	\$1.76	\$9.30		
Project Summary Totals					Proposed Estimated Monthly Rental	\$16.25
					◇ CIAC	TBD

Estimates valid for 30 days and subject to change.

Estimated Monthly Rental excludes any applicable taxes, franchise fees or customer charges.

◇ CIAC - The invoice for the Contribution in Aid of Construction will be mailed to you separately upon approval of this proposal and payment is due before the work can be released to scheduling of construction.

In order for us to proceed with the above proposed lighting design we will need an authorized signature on this proposal and any other required documents enclosed. Do not remit payment with this form and do not fax. Return these signed documents to the mailing address above or email the color scanned PDF if instructed.

The CIAC charge is subject to change after 30 days or in the event you request or cause any changes to this proposal.
 Duke Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.
 If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities meet the requirements within that jurisdiction. Should the agency not accept these facilities into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

Thank you for your lighting request. We look forward to working with you on this project.

Authorized Signature _____ Date _____

(Please sign and date to approve this proposal and return to the mailing address above)