

Agreement Information	Energy and Maintenance			20-6120847		09/02/2014
	Agreement Coverage			Agreement Number		Current Date
44502209	127904	75023	S485	V462	OLE14OH	UOLP
Customer Account Number	Request Number	Corp	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



DUKE ENERGY

DE Ohio

139 East Fourth Street, Cincinnati, OH 45202

RECEIVED

SEP 02 2014

BY: *MfL*

Business Name	Butler County Engineers Office			The Agreement begins when Service is in operation and continues, with annual extensions, until either party terminates with written notice to the other party.
Customer Name	Matthew Loeffler			
Service Location or Subdivision				
Service Address	5577 Millikin Rd.			
Service Address				
Service City, State, Zipcode	Liberty Township	OH	45011	Third Party Participant - One Time Payment
Mailing Name	Matthew Loeffler			
Mailing Business Name	Butler County Engineer: General Street Lights			
Mailing Address	1921 Fairgrove Ave			
Mailing Address				
Mailing City, State, Zipcode	Hamilton	OH	45011	

This Company-owned lighting system or light(s) involves three billable components. These components are: (1) initial Equipment and installation costs; (2) Energy usage; and (3) Maintenance/operating costs. A third party has satisfied Equipment component. This Agreement will cover the Energy usage and Maintenance, and will continue for the service life of the lighting system or light(s). Please see attached drawing or Exhibit "A" for the proposed placement of lighting equipment.

WITNESSETH:

WHEREAS, Customer desires to have a Company-owned outdoor lighting system ("System") on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Below is the estimated monthly amounts for the lights and poles covered by this Agreement.

ITEM #	LUMINAIRE STYLE/DESCRIPTION	LAMP WATTS	LAMP SOURCE	IMPACT WATTS	EST ANNUAL KWH	**EST ENERGY CHG EACH	MAINT-OPER CHG EACH	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Cobrahead, 100W HPS DRP(800006)	100	HPS	0.123	512	\$0.30	\$7.39	1	\$7.69
Lamp Source - MH = Metal Halide, HPS = High Pressure								MONTHLY TOTALS	1 \$7.69

*Tariff riders and sales tax are not included and may cause the monthly amounts to fluctuate.

**The Energy may also be METERED. If Energy usage is metered, the information above is superceded by the METERED usage and charges.

In addition to the luminaire information with estimated monthly amounts shown above, please refer to Pole Information in Section 1 - A hereof, Energy Usage in Section 1 - B and System Maintenance Information in Section IV for further details.

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Lighting Service Agreement ("Agreement") to be executed by duly authorized representatives, effective the Current Date first written above. This Agreement is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company") and the Customer. Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Signature *[Signature]*
 Printed Name Joe Zuerner
 Date 09/02/2014

AND

Signature *[Signature]*
 Printed Name Matthew J. Loeffler
 Date 9/4/2014

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement.

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION I. EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 In addition to the Luminaires set forth on page 1, the System consists of the following poles:
 - A. Pole Information (monthly charges included with luminaires on page 1)
 - B. Energy Usage – Based on the appropriate State Utility Regulatory Commission approved rates.

Current Rate per kWh 0.005905 Rate Effective Date 06/05/2013 Estimated Annual Burn Hours 4160

*CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE

Impact Watts = The energy used by the lamp watts plus ballast watts.

- | | |
|--|---|
| a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. | c. Annual kWh divided by twelve (12) months equals monthly kWh. |
| b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh). | d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item. |

*Tariff riders and sales tax are not included, which may cause the amounts to fluctuate.

LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature _____ Date _____