

LED STREET LIGHTING AGREEMENT

FORM NO. (REV. FEB-2020)

THIS AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between city of Avon hereinafter called "Customer", and Ohio Edison Company (OE) and The Cleveland Illuminating Company (CEI), public utility corporations organized and existing under the laws of the State of Ohio, hereinafter called the "Company" individually or "Companies" collectively.

WITNESSETH:

WHEREAS, The Public Utilities Commission of Ohio ("PUCO") has approved the Companies' "Experimental Company Owned LED Lighting Program" tariff in Case No. 19-1108-EL-ATA; and

WHEREAS, Customer desires the Companies to provide light-emitting diode ("LED") street lighting service to the Company owned street lighting facilities ("Units"), situated in the City of Avon County(ies) of Lorain State of Ohio; and

WHEREAS, Customer may from time to time desire the Companies to modify, add, replace and/or remove the Company owned Units; and

WHEREAS, Customer desires the Companies to provide LED street lighting service to any existing, additional or replaced Units;

NOW, THEREFORE, Customer and the Companies, in consideration of the mutual promises set forth herein and intending to be legally bound, hereby agree as follows:

1. AGREEMENT TERM — This Agreement shall be in effect while the Tariff (defined below), as may be extended, amended, or superseded by the PUCO, is in effect. Customer participation under this Agreement is conditioned upon continued compliance with all terms and conditions of the Tariff. Customer may seek to cancel this Agreement, consistent with the terms and conditions of the Tariff, including but not limited to, Customer responsibilities for any remaining costs associated with participation under this Agreement.
2. OPTIONS AND PRICING — Based upon the Option(s) and accompanying schedule(s) selected below, Customer shall receive and pay for LED street lighting service provided hereunder in accordance with the Companies' "Experimental Company Owned LED Lighting Program" tariff and all applicable rules, regulations, rate schedules and riders presently in effect and on file with the PUCO and as the same may, from time to time, be amended ("Tariff"). The Companies shall provide LED street lighting service hereunder in accordance with the Tariff. When the Customer makes a request to install LED streetlight(s) the Companies will provide a document detailing the work requested and any costs to the Customer. An authorized representative from the Customer must sign the document and make payment, if required,

Customer: City of Avon

prior to the work being completed by the Companies. The parties' acceptance of the terms and conditions of this Agreement and the parties' signatures are required prior to commencement of any work being performed hereunder.

**Option 1:** Customer requests replacement of existing non-LED lights with LED lights, or installation of new LED lights. In cases where an existing light is being replaced by an LED light on existing Company owned infrastructure, the Customer agrees to pay for the remaining costs of the existing lighting infrastructure prior to installation of the LED light. For each existing light that is being replaced, the remaining costs of the existing infrastructure are to be paid by the Customer, in the amount per fixture as set forth in the Tariff, prior to the Customer taking service under Option 1. Customer's selection of Option 1 applies to the Units set forth in a schedule agreed upon between Customer and the Companies to be attached at a later date.

**Initial (Company - OE)** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Initial (Company - CEI)** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Initial (Customer)** \_\_\_\_\_ **Date** \_\_\_\_\_

**Option 2:** Customer requests replacement of existing non-LED lights with LED lights. Prior to taking service under Option 2, the Customer agrees to pay the Companies for the remaining costs of the existing lighting infrastructure over a 60-month period in the monthly amount per fixture as set forth in the Tariff. Upon Companies' acceptance of final payment at the expiration of the 60-month period, the Customer will no longer be responsible for the remaining costs of the existing lighting infrastructure. In the event of termination of service for any reason prior to expiration of the 60-month period, the Customer, prior to termination of service, shall pay the Companies the amount due under the Agreement for the remaining costs of the existing lighting infrastructure and all costs associated with removing the LED lights. Customer's selection of Option 2 applies to the Units set forth in a schedule agreed upon between Customer and the Companies to be attached at a later date.

**Initial (Company - OE)** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Initial (Company - CEI)** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Initial (Customer)** \_\_\_\_\_ **Date** \_\_\_\_\_

**Option 3:** Customer requests replacement of existing non-LED lights with LED lights as the non-LED lights fail, which is determined by the Companies. Customer's selection of Option 3 applies to the Units set forth in a schedule agreed upon between Customer and the Companies to be attached at a later date.

**Initial (Company - OE)** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Initial (Company - CEI)** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Initial (Customer)** \_\_\_\_\_ **Date** \_\_\_\_\_

Customer: **City of Avon**

3. **LOCATION OF UNITS** — The location of existing Units shall be identified in the Companies' computerized database. Any addition, replacement and/or removal of Units shall be noted in such database by the Companies. It is the Customer's responsibility to make a request for new LED streetlight installation locations based on locations where they are permitted to do so.
4. **SELECTION OF UNITS** — The Customer and the Companies agree that lighting design and light selection authority is the Customer's. The Companies will collaborate with the Customer upon request, but sole authority lies with the Customer.
5. **ADDITION, REPLACEMENT AND/OR REMOVAL OF UNITS** — At the request of Customer and in accordance with the Tariff, the Companies will add, replace and/or remove Units.
6. **OWNERSHIP, MAINTENANCE AND REPLACEMENT** — None of the facilities or equipment installed or to be installed by the Companies in connection with the supply of the LED street lighting service by the Companies shall be deemed to be or become a part of the real estate crossed by or abutting such facilities or equipment or to be subject to any mortgage, lien or encumbrance applicable to such real estate; but shall, at all times, remain the personal property of the Companies. All lighting components including lamp, refractor, luminaire, ballast, pole, bracket and other supporting materials shall be owned by the Companies. If the Customer decides to opt out of the "Experimental Company Owned LED Lighting Program", Customer's decision shall not affect or impair the Companies' ownership rights of the LED lights. All service and necessary maintenance will be performed only during the regular work hours of the Companies. If service and necessary maintenance cannot be performed during regular work hours of the Companies, for reasons beyond the Companies' control, the incremental costs of performing such work shall be borne by the Customer. Costs associated with activities related to replacement, relocation, alteration, repair or removal of existing street lighting equipment are not included as part of normal maintenance and are the Customer's responsibility. Examples of such activities include, but are not limited to, the replacement of the existing fixture, remaining costs of existing infrastructure, removal or relocation of a lamp, luminaire, bracket, and/or pole, or installation of a luminaire shield.
7. **GENERAL PROVISIONS** — Reference is made to the Tariff for all other terms, provisions and conditions relative to the supply of LED street lighting service, including certain restrictions and limitations. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. This Agreement and the Tariff shall constitute the entire agreement among the parties hereto and supersedes any and all prior written or oral agreements, communications, negotiations, representations, or promises with respect to the subjects addressed in this Agreement. To the extent there is any conflict between this Agreement and the Tariff, the Tariff shall prevail. This Agreement shall be binding upon Customer and the Companies and their respective successors and assigns.

Customer: City of Avon

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

ATTEST:

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CUSTOMER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COMPANY - OE Witness:

COMPANY -

By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

COMPANY - CEI Witness:

COMPANY - CEI:

By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_