

ORDINANCE NO. 2022 -12

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LED STREET LIGHTING AGREEMENT WITH THE CLEVELAND ELECTRIC ILLUMINATING COMPANY [CEI] TO PROVIDE FOR STREET LIGHTING REPLACEMENT, AND DECLARING AN EMERGENCY

WHEREAS, CEI Company has offered an Agreement to the City of Parma Heights, in order to provide for light-emitting diode (“LED”) replacement bulbs for street lighting fixtures; and

WHEREAS, the Director of Public Service has reviewed and recommends that the City of Parma Heights enter into Option Three (3) of the LED Street Light Agreement with CEI, attached as Exhibit A; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: The Mayor is authorized to enter into Option Three (3) of the LED Street Light Agreement with CEI as set forth in Exhibit A.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this ordinance were taken in an open meeting of this Council and that any of its committees comprised or a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Ordinance shall take effect after adoption and at the earliest time allowed by law.

PASSED: 4-11-22

Thomas Rounde
PRESIDENT OF COUNCIL

ATTEST: Barbara S. Allen
CLERK OF COUNCIL

4-11-22
APPROVED

FILED WITH
THE MAYOR: 4-11-22

Marie Gallo
MAYOR MARIE GALLO

LED STREET LIGHTING AGREEMENT

FORM NO. (REV. FEB-2020)

THIS AGREEMENT, made and entered into this the 11 day of April, 2020 by and between City of Parma Heights hereinafter called "Customer", and The Cleveland Illuminating Company, a public utility corporation organized and existing under the laws of the State of Ohio, hereinafter called the "Company".

WITNESSETH:

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

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

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

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

NOW, THEREFORE, Customer and the Company, 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 Company's "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 Company shall provide LED street lighting service hereunder in accordance with the Tariff. When the Customer makes a request to install LED streetlight(s) the Company 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, prior to the work being completed by the Company. The parties' acceptance of the terms

Customer: City of Parma Heights

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 Company to be attached at a later date.

Initial (Company) _____ 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 Company 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 Company's 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 Company 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 Company to be attached at a later date.

Initial (Company) _____ 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 Company. Customer's selection of Option 3 applies to the Units set forth in a schedule agreed upon between Customer and Company to be attached at a later date.

Initial (Company) KTS Date 4/13/22
Initial (Customer) [Signature] Date 4/11/2022

- 3. **LOCATION OF UNITS** – The location of existing Units shall be identified in the Company's computerized database. Any addition, replacement and/or removal of Units shall be noted in such database by the Company. 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.

Schedule C

Tariff Option 3

Company:	The Illuminating Company
Customer Name :	<u>City of Parma Heights</u>
Date of LED Street Lighting Agreement:	<u>4/13/22</u>
Account Number:	Acct # 110026459815

Please check one:

Customer elects GE Recommended Conversion Table

Customer elects to create Conversion Table

GE Recommended LED Conversion

Company Operand		
Existing HID Fixture Wattage	Existing HID Light Source	Recommended FE LED Replacement Wattage
50	HPS	30
70	HPS	30
100	Mercury	30
100	HPS	50
175	Mercury	50
175	Metal Halide	50
150	HPS	90
250	Mercury	90
250	Metal Halide	90
200	HPS	130
250	HPS	130
400	Mercury	130
400	Metal Halide	130
400	HPS	260

The above schedule lays out the agreed upon conversion of non-LED lights to LED lights as they fail, as required under Option 3.

Once the LED lights are installed under this Option 3, the Customer's billing will be updated accordingly.

COMPANY:	CUSTOMER:
By: <u><i>[Signature]</i></u>	By: <u><i>Kevin Smalley</i></u>
Title: <u>Mayor</u>	Title: <u>Regional External Affairs</u>
Date: <u>April 11, 2022</u>	Date: <u>4/13/22</u>