

P/C 6-7-22 Service  
CA 6-14-22  
1st R 6-21-22  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11267-2022

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN LED STREET LIGHTING AGREEMENT WITH THE CLEVELAND ELECTRIC ILLUMINATING CO., IN CONNECTION WITH REPLACEMENT OF CERTAIN LIGHTING UNITS WITHIN THE CITY OF BROOK PARK, AND DECLARING AN EMERGENCY

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 ("companies" refer to (OE) Ohio Edison Company and (CEI) Cleveland Illuminating Company), and

WHEREAS, the City of Brook Park desires CEI to provide light-emitting diode ("LED") street lighting service to companies' street lighting facilities ("Units"), situated in the City of Brook Park, Cuyahoga County, State of Ohio, and

WHEREAS, the City of Brook Park may from time-to-time desire CEI to modify, add, replace and/or remove their company owned units; and

WHEREAS, the City of Brook Park desires to provide LED street lighting service to any existing, additional or replaced company units; and

WHEREAS, Council, having reviewed the LED Street Lighting Agreement provided by companies, deems it desirable and in the best interest of the health, safety and welfare of the citizens of Brook Park to authorize the Mayor to enter into said Agreement thereby facilitating the installation of LED Street Lighting to company owned street lighting facilities situated in the City as non-LED lights fail (Option 3).

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to execute an Agreement with Cleveland Illuminating Company (CEI) thereby facilitating the installation of LED Street Lighting on Company owned street lighting facilities situated in the City, in substantially the form as set forth in Option 3 of the attached

Exhibit "A", which is incorporated herein by this reference.

**SECTION 2:** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Sections 121.22 of the Ohio Revised Code.

**SECTION 3:** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, being the necessity to enter into an LED Street Lighting Agreement with OE and CEI for the installation of LED Street Lighting on failed non-LED street lighting facilities owned by these companies; provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: June 21, 2022

Matthew Vecchio  
PRESIDENT OF COUNCIL

ATTEST: Carol Johnson  
Clerk of Council

APPROVED: Edward A. O'Neil  
MAYOR

CERTIFICATE  
Carol Johnson, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance Resolution No. 11267-2022 passed on the 21 day of June 20 22 by said council.

Carol Johnson  
Clerk of Council

6/21/22  
DATE

Carol Johnson, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at five of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.

commencing 6/22/22  
Carol Johnson  
CAROL JOHNSON  
Clerk of Council

I HEREBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roberts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coyne	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Salvatore	<input checked="" type="checkbox"/>	<input type="checkbox"/>



**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 Brook Park 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 \_\_\_\_\_ Brook Park \_\_\_\_\_ 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 Brook Park

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) \_\_\_\_\_ Date \_\_\_\_\_  
Initial (Customer) \_\_\_\_\_ Date \_\_\_\_\_

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.

Customer: City of Brook Park

4. **SELECTION OF UNITS** – The Customer and Company agree that lighting design and light selection authority is the Customer's. The Company 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 Company 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 Company in connection with the supply of the LED street lighting service by the Company 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 Company. All lighting components including lamp, refractor, luminaire, ballast, pole, bracket and other supporting materials shall be owned by the Company. If the Customer decides to opt out of the "Experimental Company Owned LED Lighting Program", Customer's decision shall not affect or impair the Company's ownership rights of the LED lights. All service and necessary maintenance will be performed only during the regular work hours of the Company. If service and necessary maintenance cannot be performed during regular work hours of the Company, for reasons beyond the Company's 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 Company and their respective successors and assigns.

Customer: City of Brook Park

**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 Witness:**

\_\_\_\_\_

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

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

**COMPANY:**

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

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

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

## Schedule C

### Tariff Option 3

Company:	The Illuminating Company
Customer Name :	City of Brook Park
Date of LED Street Lighting Agreement:	
Account Number:	110 026 528 767

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 Initial: _____	Customer Initial: _____
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COMPANY: the Illuminating Company	CUSTOMER: City of Brook Park
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____