

SERVICE ADDRESS	Chickory Dr
	Meadow Ridge Rd
(If different from mailing address)	Juniper Dr
	Balsam Dr

## REPRESENTATIVE

Ryan Goolsby

Excavation not included in monthly street lighting rate

### JOB DESCRIPTION

QUANTITY	DESCRIPTION	UNIT PRICE	TAX %	LINE TOTAL
9	Excavate from transformer to light pole Estimate is valid only for the following locations:	\$     891.49	(0.00%)	\$       3,523.45
	471-63-151			\$ -
	471-63-171			\$ -
	471-63-391			\$ -
	471-63-492			\$ -
	471-63-671			\$ -
	471-63-961			\$ -
	471-63-981			\$ -
	471-73-281			\$ -
	471-73-162			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			SUBTOTAL	\$              3,523.45
			SALES TAX	\$ -
			TOTAL	\$              3,523.45

Terms:

1. Estimate is valid for 90 days, and is based on the conditions and circumstances existing at the time of the preparation of this estimate. Changes to the existing conditions and circumstances within this 90 day period may effect this estimate.
2. Member has 90 days after acceptance date to make payment in the amount of the estimate indicated and prior to construction being scheduled.
3. All work to be performed by Member shall be completed within 90 days of payment. If Member needs additional time, Member shall contact HWECC and advise HWECC of the situation. HWECC may modify the estimate based on the existing circumstances.
4. Member is responsible for reading and complying with all HWECC specifications, terms, and conditions of service, line extension policy and line extension agreements. These documents can be obtained at HWECC website [www.hwecc.com](http://www.hwecc.com).
5. This is an estimate on the goods named, subject to the conditions noted below: During the performance of work, additional charges could be required should you alter the scope of work, take other action which would cause us to incur additional cost, or if we encounter unforeseen events or obstructions.

To accept this estimate and its terms, sign here and return:

Printed Name \_\_\_\_\_

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

Signature \_\_\_\_\_

## HANCOCK-WOOD ELECTRIC COOPERATIVE, INC.

1399 Business Park Drive South  
North Baltimore, Ohio 45872

### AGREEMENT TO FURNISH STREET LIGHTING SERVICE

This agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Hancock-Wood Electric Cooperative, Inc., (hereinafter Cooperative), and the Meadow Ridge HOA Inc, (hereinafter Consumer), sets forth the conditions, provisions, rates and terms under which street lighting service shall be provided, by the Cooperative, to the Consumer.

1. GENERAL – The Cooperative agrees to provide and maintain a street lighting system for the consumer consisting of poles, lamps, fixtures with necessary wiring and appurtenances, hereafter called fixtures: together with electrical energy, from the Cooperative's electric distribution system either existing or to be built, to operate the system. The fixtures will be lighted during the nominal period of one-half hour after sunset until one-half hour before sunrise each night during the period established by this Agreement. The street lighting service will only be available to the consumer in portions of the village which receive electrical service from the Cooperative. Penalties may apply for removal of street lighting fixtures during the term of the contract.
2. TERM - This agreement shall be and remain in full force and effect for a period of 10 years from and after the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.
3. RATES – The Consumer agrees to accept the street lighting service during the term of this agreement and to pay for the same at the current Street Light Rate Schedule (see Table 1).  
At the commencement of this contract the consumer has the following street lighting fixtures in place:

Qty	Fixture Type	Monthly Rate/Fixture
9	M3.7-LED 45W LED – Decorative with fiberglass pole	\$12.73

The Cooperative reserves the right to revise rates to reflect actual cost of service. In the event of a rate adjustment, the Cooperative will notify the Consumer 60 days prior to the effective date of any changes.

4. INSTALLATIONS – The Cooperative agrees, during the term of this Agreement, to install street lighting fixtures of the size and type specified by the consumer when requested to do so by written notice from a duly authorized representative of the consumer. It is agreed that the maximum extension of street lighting service from existing, or planned, overhead or underground distribution lines or street lighting facilities of the Cooperative will not exceed 300 feet.

Any trenching, boring, pavement cutting, ducts, restoration of yards, etc. for additional fixtures will either be provided by the Consumer or will be done by the Cooperative and be billed to the Consumer at the Cooperative's actual cost.

Any material furnished by the Cooperative shall remain the property of the Cooperative and may be removed at the termination of this agreement if the Cooperative so desires.

The parties recognize that because of delays in obtaining certain materials and previous commitments of construction resources a period of time will necessarily elapse before all changes or new facilities requested can be obtained and installed. The Cooperative shall accomplish such work as rapidly as labor conditions and material deliveries will permit. No charge will be made for any fixture until it is in operation. The consumer agrees to pay for additional fixtures in operation each month at the current Street Light Rate Schedule.

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5. RELOCATION – It is agreed that the Cooperative will move fixtures to new locations as may be requested in writing by a proper representative of the Consumer subject to the following conditions:

- a. The actual cost to the Cooperative of making such relocations shall be billed to the Consumer and shall be paid by the Consumer to the Cooperative within 30 days after the bill is rendered.
- b. Such relocation of fixtures shall be completed within 10 days after receipt by the Cooperative of written notice from the proper representative of the Consumer (Saturdays, Sundays, legal

holidays and storm days not to be counted), provided that the number of such relocations shall not exceed one per day and provided, further that such relocations of such lamps shall not be required on Saturdays, Sundays, legal holidays and storm days. Notice that the relocation of such fixtures has been completed shall be given by the Cooperative to the proper representative of the Consumer within 10 days after the completion of the work.

6. INCREASE IN SIZE – The Cooperative agrees to increase the size of the fixtures installed as the Consumer may, from time to time, require upon written notice from a duly authorized representative of the Consumer. When such fixtures are increased in size the monthly billing shall be revised accordingly to properly reflect the number of fixtures of each type and the appropriate charge for each type.
7. REMOVAL – It is agreed that fixtures can be removed as directed in writing by a proper representative of the Consumer. Any recovery costs for removal shall be billed to the Consumer.
8. MAINTENANCE – The Cooperative shall maintain the fixtures in operating condition throughout the term of the agreement, furnishing all materials and labor as required.
9. BILLING – Bills submitted will reflect the cost of street lighting service during the previous billing cycle.  
The Cooperative shall make every effort to keep each and every fixture contracted for operating during the required hours and the Cooperative shall make adjustments in the monthly rate to the consumer on a pro-rata basis for failure to operate any one or more of said fixtures in the following manner:
  - a. For all outages, which shall be reported daily in writing to the Cooperative by the proper representatives of the Consumer, the Cooperative shall deduct from the total monthly amount a pro-rata share of the monthly fixture cost for the time the fixture was out, a sum bearing the ratio to such total as the period of outages bears to the total time the fixtures should have been lighted in any month.

- b. Should the lighting of any fixture or fixtures be stopped by burnouts, vandalism or unavoidable accident, the Cooperative shall be allowed 24 hours, after notice of the outage (Saturdays, Sundays, and legal holidays excluded), in which to again light such fixture or fixtures without being liable to deduction as provided in paragraph 9a above.
  - c. The Consumer agrees that during the life of this agreement it will provide in its annual budgets and estimates and levy of taxes sufficient funds to pay the Cooperative any amounts due it.
- 10. DEFAULT & REMEDY - If the Consumer shall default in the payment of any bills as hereinbefore provided, the Cooperative may at its option, after having given 10 days written notice of its intention to do so, discontinue the service herein contracted for and continue to withhold the supply of electric energy for street lighting until such time as the Consumer has made payment for all bills in which it is in arrears. Any such suspension of service by the Cooperative shall not terminate this agreement unless the Cooperative so elects.
- 11. MISCELLANEOUS – The following shall apply to all provisions of this agreement:
  - a. Any street lighting equipment not provided for in the current Street Light Rate Schedule of this agreement will be installed only after a special agreement is negotiated and signed.
  - b. The Consumer, as a further consideration for the promises and agreements made by the Cooperative herein set forth, hereby grants to said Cooperative the right to use the streets, alleys and public places of said Consumer for the purpose of placing its poles and equipment for carrying out this agreement.
  - c. This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and/or assigns.
  - d. Any amendment or modification to this agreement shall be in writing and signed by authorized representatives of the Consumer and Cooperative.

- e. The resolution of any dispute or breach of this agreement shall be governed and controlled by the laws of the State of Ohio.

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In witness Whereof, the parties hereto have caused these present to be executed in North Baltimore, OH by their duly authorized officers the day and year first above written.

Hancock-Wood Electric Cooperative

By \_\_\_\_\_

By \_\_\_\_\_

The foregoing agreement is hereby approved and \_\_\_\_\_  
is authorized to execute the same on behalf of the \_\_\_\_\_  
\_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Board of Control of the \_\_\_\_\_, Ohio.

By \_\_\_\_\_

By \_\_\_\_\_

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TABLE 1

Current Street Light Rate Schedule  
Effective 03/22/2016

Nominal Wattage	Description – Unit	Price per fixture per month	Average Monthly kwhr Usage
40W LED	Street light (replacement) – M3.14	\$8.05	15
70W LED	Street light (replacement) – M3.14-70	\$9.03	26
134W LED	Floodlight (replacement) M3.9-LED	\$16.59	49
40W LED	Street light (wood pole) – M3.14	\$12.40	15
70W LED	Street light (wood pole) – M3.14-70	\$13.37	26
134W LED	Floodlight (wood pole) M3.9-LED	\$20.94	49
45W LED	Decorative with fiberglass pole – M3.7-LED	\$12.73	17