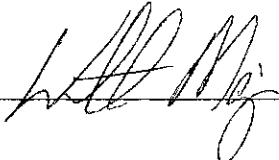


RESOLUTION NO. 106 - 2017

Moved by: 

A Resolution authorizing the City of Harrisburg (the "City") to enter into contracts with PPL Electric Utilities Corporation ("PPL") to convert and furnish electric street lighting delivery service for a total of 223 City street lights.

**WHEREAS**, the City desires to replace existing high pressure sodium and mercury vapor street lights throughout the City with cost-effective and sustainable LED street lights; and

**WHEREAS**, PPL offers such street light electric service to its customers pursuant to its tariff approved by the Pennsylvania Public Utility Commission (the "PUC"); and

**WHEREAS**, the City intends to enter into contracts with PPL for the conversion and furnishing of electric street lighting delivery service for a total of 223 street lights; and

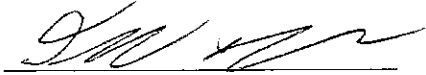
**WHEREAS**, a copy of a standard form of contract with PPL for 217 City street lights is attached as "Exhibit A;" and

**WHEREAS**, a copy of a standard form of contract with PPL for 6 City street lights is attached as "Exhibit B;" and

**WHEREAS**, the City intends to work with PPL to modify the terms and conditions of the standard form of contract to better address the operational needs of the City.

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF HARRISBURG**, the City of Harrisburg (the "City") is authorized to enter into contracts with PPL Electric Utilities Corporation ("PPL") to convert and furnish electric street lighting delivery service for a total of 223 City street lights.

**BE IT FURTHER RESOLVED** that the Mayor, City Controller and other appropriate City officials are authorized and directed to take all steps necessary to further effectuate the purpose of this Resolution.

Seconded by: 

Passed by City Council October 24, 2017

Wanda R. Al. Williams

President of City Council

Attest

[Signature]  
City Clerk

Approved

Returned to City Council with objections

YEAS		NAYS
<input checked="" type="checkbox"/>	MR. ALLATT	
<input checked="" type="checkbox"/>	MS. DANIELS	
<input checked="" type="checkbox"/>	MS. GREEN	
<input checked="" type="checkbox"/>	MR. JOHNSON	
<input checked="" type="checkbox"/>	MR. MADSEN	
<input checked="" type="checkbox"/>	MR. MAJORS	
<input checked="" type="checkbox"/>	MS. WILLIAMS	
Yeas	<u>7</u>	
Nays	<u>0</u>	

# Exhibit A

Account Number: \_\_\_\_\_

## STREET LIGHT SERVICES AGREEMENT

This Street Light Services Agreement ("Agreement") is entered into on \_\_\_\_\_ ("Effective Date") by and between PPL Electric Utilities Corporation ("Company"), a Pennsylvania corporation with its principal place of business at Two North Ninth Street, Allentown, PA 18101, and City of Harrisburg ("Municipality"), a municipality of the Commonwealth of Pennsylvania situated in the County of Dauphin. Company and Municipality are each referred to herein as a "Party" and collectively as the "Parties," and

WHEREAS, Company is a "public utility" and "electric distribution company" as defined in Sections 102 and 2803 of the Pennsylvania Public Utility Code, 66 Pa. C.S. §§ 102, 2803, that offers street light electric service to customers pursuant to its tariff approved by the Pennsylvania Public Utility Commission ("Commission"); and

WHEREAS, Municipality has requested Company to install new street lights, convert some or all of its existing street lights, or both, and

WHEREAS, at a properly noticed meeting of \_\_\_\_\_ of the Municipality duly convened and held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the Municipality authorized the execution of this agreement with Company, as evidenced by the Resolution attached as **Exhibit A**.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1. Services

1.1 Street Light Installation/Conversion

(a) Standard Installation

- (i) Company shall install new street lights, convert some or all of its existing street lights, or both, as described in the scope of work attached hereto as **Exhibit B**.
- (ii) Except for Municipality-owned facilities described in **Exhibit B**, all necessary street lighting facilities shall be supplied, installed, owned, and maintained by the Company pursuant to the rate schedule of the Company's tariff identified in **Exhibit B** as presently in effect and as may be amended from time to time in accordance with the law ("Selected Rate Schedule"). If, in the course of installing and/or converting the street lights, Company discovers that there are additional and/or fewer street lights to be installed and/or converted in the locations requested by Municipality, Company shall notify Municipality, and the Parties shall cooperate to amend **Exhibit B** to reflect the actual number of street lights to be installed and/or converted.

(b) Special Installations

- (i) In the event the Municipality requests an installation that is not in conformity with the Standard Installation in Section 1.1(a) and Exhibit A, the Company may, at its option, require advance payment from the Municipality for excess installation and/or equipment costs pursuant to the Selected Rate Schedule.
- (ii) The Municipality shall be responsible for the excess costs to maintain any special equipment that is not in conformity with the Standard Installation in Section 1.1(a) and Exhibit A pursuant to the Selected Rate Schedule.

1.2 Removal of Street Light Facilities

- (a) The Municipality may request removal of any existing Company-owned street light facilities pursuant to the Selected Rate Schedule.
- (b) The Company shall charge and the Municipality shall pay for the requested removal of any Company-owned street light facilities that are fewer than 10 years old measured from the date of installation or conversion pursuant to the Selected Rate Schedule.

1.3 Rates for Electric Service

- (a) Municipality agrees to receive electric service for the street lights described in Section 1.1(a) under the Selected Rate Schedule.
- (b) Municipality's receipt of electric service under the Selected Rate Schedule shall commence with the first billing cycle following the completion of the installation/conversion of the street lights described Section 1.1(a), and shall continue through the term of this Agreement as defined in Section 2.

1.4 Additional Services

- (a) Municipality shall promptly notify the Company of all Company-owned street lights installed pursuant to this Agreement that are not operating properly.
- (b) In addition to the Company's regularly scheduled vegetation management practices and policies, Company may, at the written request of Municipality and within a reasonable period of time after such request, trim vegetation that, in Company's judgment, may interfere with the proper lighting of the roads or highways illuminated by the Company-owned street lights that were installed pursuant to this Agreement. Municipality shall obtain all consents and permits necessary for Company to perform such work.

2. Term of Agreement and Termination

2.1 Term – This Agreement shall commence on the Effective Date, shall continue for the period of years specified in the rate schedule of the Company's tariff identified in **Exhibit B** as in effect on the Effective Date, and shall renew for one-year periods thereafter until terminated in accordance with Section 2.2.

2.2 Termination of Agreement

- (a) Either Party may terminate this Agreement for its convenience by giving six-months' prior written notice to the other Party; provided, however, that termination by the Company is subject to all applicable requirements of the Pennsylvania Public Utility Code, the Commission's regulations and the Company's tariff.
- (b) If Municipality terminates this Agreement, Municipality shall be deemed to have requested the removal of all the Company-owned street lights and associated facilities that were installed pursuant to this Agreement. Section 1.2(b) shall govern the charges imposed and the payments made for such removal.

3. Attachments

3.1 No attachments can be made to Company's facilities without Company's consent. Municipality must submit an application to Company for review using the current application process. The process for submitting an application is defined on the Company's Pole Attachment Services website. The attachment may be made after the attachment application is approved by Company and an attachment agreement is executed by the Company and the Municipality.

4. Assignment

- 4.1 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their successors and permitted assigns.
- 4.2 Neither Party shall have the right to assign, convey, or transfer this Agreement or any rights hereunder, or delegate its duties hereunder without the written consent of the other Party, whose consent shall not be unreasonably withheld.

5. Choice of Law

5.1 This Agreement and the respective rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions.

6. Miscellaneous

- 6.1 Notices – Each notice, request, demand, statement, or other communication allowed or required by this Agreement shall be in writing and shall be considered as delivered when received by the other Party by certified U.S. mail, reputable overnight courier, or facsimile addressed to the other Party at its address indicated below or at such other address as a Party may provide in a written notice to the other Party, provided that in the case of facsimile communication, the recipient shall confirm by return facsimile upon receipt:

If to Company:

PPL Electric Utilities Corporation  
Two North Ninth Street  
Allentown, PA 18101  
Attention: Business Accounts  
Telephone: 1-888-220-9991 Option 4  
Facsimile: 484-634-3260

If to Municipality:

Telephone:  
Facsimile:

- 6.2 Incorporation of Tariff – This Agreement expressly incorporates the provisions of Company's tariff as amended from time to time in accordance with the law. If any aspect of this Agreement conflicts Company's tariff, the tariff shall govern.
- 6.3 Third Party Beneficiaries – This Agreement is only intended to create rights and obligations for Municipality and Company, and is not intended for the benefit of any third parties.
- 6.4 Headings – The headings of this Agreement are inserted only for convenience and shall not affect the meaning or interpretation of this Agreement or any provision hereof.
- 6.5 Severability – If any provision of this Agreement is held to be invalid or unenforceable, then to the extent that such invalidity or unenforceability does not deprive either Party of any material benefit intended to be provided by this Agreement, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the Parties.
- 6.6 Amendments and Waiver – No change, amendment, or modification of this Agreement, including any Exhibit attached to the Agreement, shall be valid or binding upon the Parties unless in writing and duly executed by both Parties. No

delay or omission in the exercise of any right under this Agreement shall impair any such right or be taken, construed, or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. If any provision hereof is breached and the non-breaching Party permits cure of such breach, such forbearance shall be limited to the particular breach and shall not be deemed to waive any other breach hereof. The rights and remedies provided by this Agreement shall be in addition to those rights and remedies available in both law and equity.

- 6.7 Entire Agreement – This Agreement and the attached Exhibits embody the entire agreement and understanding of the Parties with respect to the subject matter hereof (i.e., services and equipment set forth in the Exhibits hereto) and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the Effective Date.

MUNICIPALITY

\_\_\_\_\_  
Signature

Print Name

Title

Board of Commissioners

PPL ELECTRIC UTILITIES CORPORATION

\_\_\_\_\_  
Signature:

Print Name

Title



BOROUGH OF  
RESOLUTION NUMBER

Providing for the furnishing of electric street lighting service to the Borough  
of \_\_\_\_\_, County of \_\_\_\_\_ Pennsylvania.

BE IT RESOLVED by the Council of the Borough of \_\_\_\_\_, and it is  
hereby resolved by the authority of the same:

That the Borough of \_\_\_\_\_, County of \_\_\_\_\_, Pennsylvania  
enter into an agreement with PPL Electric Utilities Corp. for the furnishing of all electric street  
lighting delivery service required to light the streets of the Borough for the period and in  
accordance with the terms contained in the form of agreement now on file with the Borough  
Secretary for the furnishing of such service; and that the proper officers of the Borough are  
hereby authorized and directed to execute and deliver said form of agreement on behalf of the  
Borough.

Resolved by the Council of the Borough of \_\_\_\_\_, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017.

WITNESS:

BOROUGH OF

\_\_\_\_\_  
Borough Secretary

\_\_\_\_\_  
President of Borough Council

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor

CERTIFICATE

On this        day of        , 2017, the undersigned, the Secretary of the Borough of        , hereby certifies that said Borough has no Controller and has not accepted the provisions of the General Borough Act relating to Controllers.

\_\_\_\_\_  
Borough Secretary

PPL LED lights conversion estimate

Exhibit B  
Scope of Work

Req Name: City of Harrisburg  
 Req No: 7000  
 Account No: 240120003  
 Date Printed: 9/1/2017

No of Street Lights: 217  
 IIC Cost: \$22,382  
 LCC Cost: \$21,593

High Pressure Sodium  
(HPS) Rate SHS.      Light Emitted  
Diode (LED) Rate  
SLE.

Pole Location		Existing			Proposed/Equivalent		
Grid Number	Bill Code	Luminaire Description	Lumen Size	Light Pattern	Monthly kWh (before conversion)	Lumen Size	Monthly kWh (after conversion)
24012S34004	4	COBRA HEAD	9500	II	42.7	4900	26
24035S33988	7	COBRA HEAD	9500	II/4	42.7	3800	19
24063S33940	4	COBRA HEAD	9500	II	42.7	4900	26
24063S34032	4	COBRA HEAD	9500	II	42.7	4900	26
24066S34004	7	COBRA HEAD	9500	II	42.7	3800	19
24073S34008	7	COBRA HEAD	9500	II/4	42.7	3800	19
24074S33946	4	COBRA HEAD	9500	II	42.7	4900	26
24074S33962	7	COBRA HEAD	9500	II/4	42.7	3800	19
24076S34081	1	COBRA HEAD	9500	II	42.7	4900	26
24076S34131	3	ACORN/BLVD	9500	V	42.7	3800	19
24077S34033	4	COBRA HEAD	9500	II	42.7	4900	26
24081S34000	2	COBRA HEAD	16000	II/4	62.8	7500	33.1
24083S34013	2	COBRA HEAD	16000	II	62.8	7500	33.1
24084S33940	7	COBRA HEAD	9500	II		Missing Data	
24085S34044	4	COBRA HEAD	9500	II	42.7	4900	26
24089S34072	1	COBRA HEAD	9500	II	42.7	4900	26
24090S33936	2	COBRA HEAD	9500	II/4		Missing Data	
24091S34014	2	COBRA HEAD	16000	II/4	62.8	7500	33.1
24093S33912	4	COBRA HEAD	9500	II	42.7	4900	26
24093S33956	4	COBRA HEAD	9500	II	42.7	4900	26
24098S34045	4	COBRA HEAD	9500	II	42.7	4900	26
24100S33946	2	COBRA HEAD	9500	II	42.7	4900	26
24100S34053	4	COBRA HEAD	9500	II	42.7	4900	26
24102S33921	4	COBRA HEAD	9500	II	42.7	4900	26
24102S34035	2	COBRA HEAD	9500	II		Missing Data	
24103S34025	7	COBRA HEAD	9500	II/4	42.7	3800	19
24108S34050	4	COBRA HEAD	9500	II	42.7	4900	26
24112S34017	2	COBRA HEAD	9500	II/4		Missing Data	
24115S33964	7	COBRA HEAD	9500	II	42.7	3800	19
24116S33935	4	COBRA HEAD	9500	II	42.7	4900	26
24118S33916	2	COBRA HEAD	9500	II		Missing Data	
24126S33990	2	COBRA HEAD	9500	II	42.7	4900	26
24132S33946	4	COBRA HEAD	9500	II	42.7	4900	26
24133S33954	4	COBRA HEAD	9500	II	42.7	4900	26
24134S33991	1	COBRA HEAD	9500	II	42.7	4900	26
24135S33875	4	COBRA HEAD	9500	II	42.7	4900	26
24140S33887	4	COBRA HEAD	9500	II		Missing Data	
24141S33895	2	COBRA HEAD	9500	II	42.7	4900	26
24141S33955	4	COBRA HEAD	9500	II	42.7	4900	26
24142S33963	4	COBRA HEAD	9500	II	42.7	4900	26
24142S33979	2	COBRA HEAD	9500	II		Missing Data	
24144S33906	7	COBRA HEAD	9500	II		Missing Data	
24145S33953	4	COBRA HEAD	16000	II	62.8	7500	33.1
24150S33964	4	COBRA HEAD	9500	II	42.7	4900	26
24150S33972	4	COBRA HEAD	9500	II	42.7	4900	26
24150S33983	4	COBRA HEAD	25500	III	113.3	15000	61.8

Pole Location		Existing			Proposed/Equivalent		
Grid Number	Bill Code	Luminaire Description	Lumen Size	Light Pattern	Monthly kWh	Lumen Size	Monthly kWh
					(before conversion)		(after conversion)
24152533887	2	COBRA HEAD	9500	II		Missing Data	
24153533937	4	COBRA HEAD	16000	II	62.8	7500	33.1
24158533947	4	COBRA HEAD	16000	II	62.8	7500	33.1
24156533903	4	COBRA HEAD	9500	II	42.7	4900	26
24157533972	4	COBRA HEAD	9500	II	42.7	4900	26
24162533961	7	COBRA HEAD	9500	II	42.7	3800	19
24162533877	2	COBRA HEAD	9500	II		Missing Data	
24170533912	4	COBRA HEAD	9500	II	42.7	4900	26
24170533918	4	COBRA HEAD	9500	II	42.7	4900	26
24171533951	2	COBRA HEAD	9500	II		Missing Data	
24173533875	3	ACORN/BLVD	9500	II	42.7	3800	19
24176533924	4	COBRA HEAD	9500	II	42.7	4900	26
24177533918	4	COBRA HEAD	9500	II	42.7	4900	26
24180533884	3	ACORN/BLVD	9500	II	42.7	3800	19
24184533926	4	COBRA HEAD	9500	II	42.7	4900	26
24185533882	3	ACORN/BLVD	9500	II	42.7	3800	19
24185533923	4	COBRA HEAD	9500	II	42.7	4900	26
24188533879	3	ACORN/BLVD	9500	II	42.7	3800	19
24190533919	4	COBRA HEAD	9500	II	42.7	4900	26
24190533939	4	COBRA HEAD	9500	II	42.7	4900	26
24191533932	4	COBRA HEAD	9500	II	42.7	4900	26
24192533876	3	ACORN/BLVD	9500	II	42.7	3800	19
24193533944	4	COBRA HEAD	25500	III	113.3	15000	61.8
24197533939	4	COBRA HEAD	9500	II	42.7	4900	26
24210533928	3	ACORN/BLVD	9500	V	42.7	3800	19
24214533925	3	ACORN/BLVD	9500	V	42.7	3800	19
24219533922	3	ACORN/BLVD	9500	V	42.7	3800	19
24228533917	3	ACORN/BLVD	9500	V	42.7	3800	19
24244533972	3	ACORN/BLVD	9500	V	42.7	3800	19
24245533975	3	ACORN/BLVD	9500	II	42.7	3800	19
24249533968	3	ACORN/BLVD	9500	V	42.7	3800	19
24254533965	3	ACORN/BLVD	9500	V	42.7	3800	19
24255533862	1	COBRA HEAD	9500	II		Missing Data	
24259533961	3	ACORN/BLVD	9500	V	42.7	3800	19
24261533865	1	COBRA HEAD	9500	II/4	42.7	4900	26
24261533984	4	COBRA HEAD	16000	II	62.8	7500	33.1
24262533956	3	ACORN/BLVD	9500	V	42.7	3800	19
24266533953	3	ACORN/BLVD	9500	V	42.7	3800	19
24268533985	4	COBRA HEAD	16000	II	62.8	7500	33.1
24269533841	3	ACORN/BLVD	9500	V	42.7	3800	19
24269533884	3	ACORN/BLVD	9500	II		Missing Data	
24269533978	4	COBRA HEAD	16000	II	62.8	7500	33.1
24271533950	3	ACORN/BLVD	9500	V	42.7	3800	19
24272534005	4	COBRA HEAD	16000	II	62.8	7500	33.1
24273534016	3	ACORN/BLVD	9500	II	42.7	3800	19
24274533845	3	ACORN/BLVD	9500	V	42.7	3800	19
24274534010	3	ACORN/BLVD	9500	II	42.7	3800	19
24276533946	3	ACORN/BLVD	9500	V	42.7	3800	19
24276534001	4	COBRA HEAD	16000	II	62.8	7500	33.1
24277533851	3	ACORN/BLVD	9500	V	42.7	3800	19
24277533977	4	COBRA HEAD	16000	II	62.8	7500	33.1
24277534022	3	ACORN/BLVD	9500	II	42.7	3800	19
24279533982	4	COBRA HEAD	16000	II	62.8	7500	33.1
24279534005	3	ACORN/BLVD	9500	II	42.7	3800	19
24281533971	4	COBRA HEAD	16000	II	62.8	7500	33.1
24283533996	4	COBRA HEAD	16000	II	62.8	7500	33.1
24283534031	3	ACORN/BLVD	9500	II	42.7	3800	19
24284534002	3	ACORN/BLVD	9500	II	42.7	3800	19
24285533989	4	COBRA HEAD	16000	II	62.8	7500	33.1
24286533970	4	COBRA HEAD	16000	II	62.8	7500	33.1
24287534037	3	ACORN/BLVD	9500	II	42.7	3800	19

Pole Location		Existing			Proposed/Equivalent		
Grid Number	Bill Code	Luminaire Description	Lumen Size	Light Pattern	Monthly kWh		Monthly kWh (after conversion)
					(before conversion)	Lumen Size	
24288S33965	4	COBRA HEAD	16000	II	62.8	7500	33.1
24291S33991	4	COBRA HEAD	16000	II	62.8	7500	33.1
24291S33997	4	COBRA HEAD	16000	II	62.8	7500	33.1
24292S34043	3	ACORN/BLVD	9500	II	42.7	3800	19
24295S34049	3	ACORN/BLVD	9500	II	42.7	3800	19
24297S33993	4	COBRA HEAD	16000	II	62.8	7500	33.1
24298S33986	4	COBRA HEAD	16000	II	62.8	7500	33.1
24305S33988	4	COBRA HEAD	16000	II	62.8	7500	33.1
24323S33735	4	COBRA HEAD	25500	III	113.3	15000	61.8
24328S33912	1	COBRA HEAD	25500	III	113.3	15000	61.8
24118S33945	4	COBRA HEAD	25500	III	113.3	15000	61.8
24120S33952	4	COBRA HEAD	25500	III	113.3	15000	61.8
24134S33939	4	COBRA HEAD	25500	III	113.3	15000	61.8
24160S33974	4	COBRA HEAD	25500	III	113.3	15000	61.8
24269S33894	4	COBRA HEAD	25500	III		Missing Data	
24255S33899	4	COBRA HEAD	25500	III		Missing Data	
24051S34013	4	COBRA HEAD	25500	III		Missing Data	
24061S34004	4	COBRA HEAD	25500	III		Missing Data	
24068S33990	4	COBRA HEAD	25500	III		Missing Data	
24069S33998	4	COBRA HEAD	25500	III		Missing Data	
24076S33991	4	COBRA HEAD	25500	III		Missing Data	
24080S33979	4	COBRA HEAD	25500	III	113.3	15000	61.8
24087S33972	4	COBRA HEAD	25500	III	113.3	15000	61.8
24089S33980	4	COBRA HEAD	25500	IV	113.3	15000	61.8
24087S33994	4	COBRA HEAD	25500	III	113.3	15000	61.8
24095S33965	4	COBRA HEAD	25500	III	113.3	15000	61.8
24095S34082	4	COBRA HEAD	25500	III	113.3	15000	61.8
24097S33973	4	COBRA HEAD	25500	III	113.3	15000	61.8
24098S34077	4	COBRA HEAD	25500	III	113.3	15000	61.8
24105S33956	4	COBRA HEAD	25500	III	113.3	15000	61.8
24106S33965	4	COBRA HEAD	25500	III	113.3	15000	61.8
24108S34058	4	COBRA HEAD	25500	III	113.3	15000	61.8
24113S33950	4	COBRA HEAD	25500	III	113.3	15000	61.8
24115S33957	4	COBRA HEAD	25500	III	113.3	15000	61.8
24115S34044	4	COBRA HEAD	25500	III	113.3	15000	61.8
24119S34036	4	COBRA HEAD	25500	III	113.3	15000	61.8
24125S33947	4	COBRA HEAD	25500	III	113.3	15000	61.8
24125S34027	4	COBRA HEAD	25500	III	113.3	15000	61.8
24126S33938	4	COBRA HEAD	25500	III	113.3	15000	61.8
24128S34021	4	COBRA HEAD	25500	III	113.3	15000	61.8
24132S33932	4	COBRA HEAD	25500	III	113.3	15000	61.8
24140S33999	4	COBRA HEAD	25500	III	113.3	15000	61.8
24141S33933	4	COBRA HEAD	25500	III	113.3	15000	61.8
24146S33988	4	COBRA HEAD	25500	III	113.3	15000	61.8
24149S33926	4	COBRA HEAD	25500	III	113.3	15000	61.8
24153S33979	4	COBRA HEAD	25500	III	113.3	15000	61.8
24155S33861	4	COBRA HEAD	25500	III	113.3	15000	61.8
24158S33919	4	COBRA HEAD	25500	III	113.3	15000	61.8
24310S33887	4	COBRA HEAD	25500	III	113.3	15000	61.8
24311S33857	4	COBRA HEAD	25500	III	113.3	15000	61.8
24311S33880	4	COBRA HEAD	25500	III	113.3	15000	61.8
24313S33916	4	COBRA HEAD	25500	III	113.3	15000	61.8
24314S33902	4	COBRA HEAD	25500	III	113.3	15000	61.8
24315S33875	4	COBRA HEAD	25500	III	113.3	15000	61.8
24316S33895	4	COBRA HEAD	25500	III	113.3	15000	61.8
24317S33854	4	COBRA HEAD	25500	III	113.3	15000	61.8
24319S33910	4	COBRA HEAD	25500	III	113.3	15000	61.8
24320S33917	4	COBRA HEAD	25500	III	113.3	15000	61.8
24321S33872	4	COBRA HEAD	25500	III	113.3	15000	61.8
24322S33903	4	COBRA HEAD	25500	III	113.3	15000	61.8
24323S33845	4	COBRA HEAD	25500	III	113.3	15000	61.8

Pole Location		Existing			Proposed/Equivalent		
Grid Number	Bill Code	Luminaire Description	Lumen Size	Light Pattern	Monthly kWh (before conversion)	Lumen Size	Monthly kWh (after conversion)
24340S33853	4	COBRA HEAD	25500	III	113.3	15000	61.8
24159S33909	4	COBRA HEAD	25500	III	113.3	15000	61.8
24162S33871	4	COBRA HEAD	25500	III	113.3	15000	61.8
24164S33863	4	COBRA HEAD	25500	III	113.3	15000	61.8
24164S33939	4	COBRA HEAD	25500	III	113.3	15000	61.8
24166S33968	4	COBRA HEAD	25500	III	113.3	15000	61.8
24167S33901	4	COBRA HEAD	25500	III	113.3	15000	61.8
24169S33880	4	COBRA HEAD	25500	III	113.3	15000	61.8
24169S33908	4	COBRA HEAD	25500	III	113.3	15000	61.8
24169S33934	4	COBRA HEAD	25500	III	113.3	15000	61.8
24170S33872	4	COBRA HEAD	25500	III	113.3	15000	61.8
24172S33963	4	COBRA HEAD	25500	III	113.3	15000	61.8
24173S33895	4	COBRA HEAD	25500	III	113.3	15000	61.8
24174S33904	4	COBRA HEAD	25500	III	113.3	15000	61.8
24175S33889	4	COBRA HEAD	25500	III	113.3	15000	61.8
24179S33899	4	COBRA HEAD	25500	IV	113.3	15000	61.8
24179S33957	4	COBRA HEAD	25500	III	113.3	15000	61.8
24180S33848	1	COBRA HEAD	25500	III	113.3	15000	61.8
24184S33902	4	COBRA HEAD	25500	III	113.3	15000	61.8
24185S33951	4	COBRA HEAD	25500	III	113.3	15000	61.8
24187S33895	4	COBRA HEAD	25500	III	113.3	15000	61.8
24190S33891	4	COBRA HEAD	25500	IV	113.3	15000	61.8
24190S33910	4	COBRA HEAD	25500	III	113.3	15000	61.8
24192S33902	4	COBRA HEAD	25500	III	113.3	15000	61.8
24195S33918	4	COBRA HEAD	25500	IV	113.3	15000	61.8
24196S33908	4	COBRA HEAD	25500	III	113.3	15000	61.8
24200S33939	4	COBRA HEAD	25500	III	113.3	15000	61.8
24202S33927	4	COBRA HEAD	25500	III	113.3	15000	61.8
24204S33918	4	COBRA HEAD	25500	III	113.3	15000	61.8
24204S33935	4	COBRA HEAD	25500	IV	113.3	15000	61.8
24244S33974	4	COBRA HEAD	25500	III	113.3	15000	61.8
24248S33980	4	COBRA HEAD	25500	III	113.3	15000	61.8
24253S33819	4	COBRA HEAD	25500	III	113.3	15000	61.8
24253S33987	4	COBRA HEAD	25500	III	113.3	15000	61.8
24258S33826	4	COBRA HEAD	25500	III	113.3	15000	61.8
24258S33994	4	COBRA HEAD	25500	III	113.3	15000	61.8
24262S34000	4	COBRA HEAD	25500	III	113.3	15000	61.8
24266S34006	4	COBRA HEAD	25500	III	113.3	15000	61.8
24273S33833	4	COBRA HEAD	25500	IV	113.3	15000	61.8
24277S33840	4	COBRA HEAD	25500	III	113.3	15000	61.8
24278S33896	1	COBRA HEAD	25500	III		Missing Data	
24279S33828	4	COBRA HEAD	25500	III	113.3	15000	61.8
24282S33847	4	COBRA HEAD	25500	III	113.3	15000	61.8
24283S33861	4	COBRA HEAD	25500	III	113.3	15000	61.8
24283S33898	1	COBRA HEAD	25500	III	113.3	15000	61.8
24283S33938	4	COBRA HEAD	25500	III	113.3	15000	61.8
24286S33824	4	COBRA HEAD	25500	III	113.3	15000	61.8
24286S33853	4	COBRA HEAD	25500	III	113.3	15000	61.8
24290S33871	4	COBRA HEAD	25500	III	113.3	15000	61.8
24290S33933	4	COBRA HEAD	25500	III	113.3	15000	61.8
24292S33862	4	COBRA HEAD	25500	III	113.3	15000	61.8
24294S33818	4	COBRA HEAD	25500	III	113.3	15000	61.8
24297S33934	4	COBRA HEAD	25500	III	113.3	15000	61.8
24298S33815	4	COBRA HEAD	25500	III	113.3	15000	61.8
24298S33927	4	COBRA HEAD	25500	III	113.3	15000	61.8
24299S33868	4	COBRA HEAD	25500	III	113.3	15000	61.8
24301S33873	4	COBRA HEAD	25500	III	113.3	15000	61.8
24302S33812	4	COBRA HEAD	25500	III	113.3	15000	61.8
24305S33868	4	COBRA HEAD	25500	III	113.3	15000	61.8
24305S33880	4	COBRA HEAD	25500	III	113.3	15000	61.8
24306S33864	4	COBRA HEAD	25500	III	113.3	15000	61.8

Pole Location		Existing			Proposed/Equivalent		
Grid Number	Bill Code	Luminaire Description	Lumen Size	Light Pattern	Monthly kWh (before conversion)	Lumen Size	Monthly kWh (after conversion)
24306533927	4	COBRA HEAD	25500	III	113.3	15000	61.8
24307533894	4	COBRA HEAD	25500	III	113.3	15000	61.8
24307533921	4	COBRA HEAD	25500	III	113.3	15000	61.8
24310533863	4	COBRA HEAD	25500	III	113.3	15000	61.8
24289533939	4	COBRA HEAD	25500	III	113.3	15000	61.8
24111534050	1	COBRA HEAD	25500	III	113.3	15000	61.8
24185533856	1	COBRA HEAD	25500	IV	113.3	15000	61.8
24135534009	4	COBRA HEAD	25500	III	113.3	15000	61.8
24176533863	2	COBRA HEAD	9500	II	42.7	4900	26

# Exhibit B



## STREET LIGHT SERVICES AGREEMENT

This Street Light Services Agreement ("Agreement") is entered into on \_\_\_\_\_ ("Effective Date") by and between PPL Electric Utilities Corporation ("Company"), a Pennsylvania corporation with its principal place of business at Two North Ninth Street, Allentown, PA 18101, and **City of Harrisburg** ("Municipality"), a municipality of the Commonwealth of Pennsylvania situated in the **County of Dauphin**. Company and Municipality are each referred to herein as a "Party" and collectively as the "Parties," and

WHEREAS, Company is a "public utility" and "electric distribution company" as defined in Sections 102 and 2803 of the Pennsylvania Public Utility Code, 66 Pa. C.S. §§ 102, 2803, that offers street light electric service to customers pursuant to its tariff approved by the Pennsylvania Public Utility Commission ("Commission"); and

WHEREAS, Municipality has requested Company to install new street lights, convert some or all of its existing street lights, or both, and

WHEREAS, at a properly noticed meeting of \_\_\_\_\_ of the Municipality duly convened and held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the Municipality authorized the execution of this agreement with Company, as evidenced by the Resolution attached as **Exhibit A**.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1. Services

1.1 Street Light Installation/Conversion

(a) Standard Installation

- (i) Company shall install new street lights, convert some or all of its existing street lights, or both, as described in the scope of work attached hereto as **Exhibit B**.
- (ii) Except for Municipality-owned facilities described in **Exhibit B**, all necessary street lighting facilities shall be supplied, installed, owned, and maintained by the Company pursuant to the rate schedule of the Company's tariff identified in **Exhibit B** as presently in effect and as may be amended from time to time in accordance with the law ("Selected Rate Schedule"). If, in the course of installing and/or converting the street lights, Company discovers that there are additional and/or fewer street lights to be installed and/or converted in the locations requested by Municipality, Company shall notify Municipality, and the Parties shall cooperate to amend **Exhibit B** to reflect the actual number of street lights to be installed and/or converted.

(b) **Special Installations**

- (i) In the event the Municipality requests an installation that is not in conformity with the Standard Installation in Section 1.1(a) and Exhibit A, the Company may, at its option, require advance payment from the Municipality for excess installation and/or equipment costs pursuant to the Selected Rate Schedule.
- (ii) The Municipality shall be responsible for the excess costs to maintain any special equipment that is not in conformity with the Standard Installation in Section 1.1(a) and Exhibit A pursuant to the Selected Rate Schedule.

1.2 **Removal of Street Light Facilities**

- (a) The Municipality may request removal of any existing Company-owned street light facilities pursuant to the Selected Rate Schedule.
- (b) The Company shall charge and the Municipality shall pay for the requested removal of any Company-owned street light facilities that are fewer than 10 years old measured from the date of installation or conversion pursuant to the Selected Rate Schedule.

1.3 **Rates for Electric Service**

- (a) Municipality agrees to receive electric service for the street lights described in Section 1.1(a) under the Selected Rate Schedule.
- (b) Municipality's receipt of electric service under the Selected Rate Schedule shall commence with the first billing cycle following the completion of the installation/conversion of the street lights described Section 1.1(a), and shall continue through the term of this Agreement as defined in Section 2.

1.4 **Additional Services**

- (a) Municipality shall promptly notify the Company of all Company-owned street lights installed pursuant to this Agreement that are not operating properly.
- (b) In addition to the Company's regularly scheduled vegetation management practices and policies, Company may, at the written request of Municipality and within a reasonable period of time after such request, trim vegetation that, in Company's judgment, may interfere with the proper lighting of the roads or highways illuminated by the Company-owned street lights that were installed pursuant to this Agreement. Municipality shall obtain all consents and permits necessary for Company to perform such work.

2. Term of Agreement and Termination

2.1 Term – This Agreement shall commence on the Effective Date, shall continue for the period of years specified in the rate schedule of the Company's tariff identified in **Exhibit B** as in effect on the Effective Date, and shall renew for one-year periods thereafter until terminated in accordance with Section 2.2.

2.2 Termination of Agreement

(a) Either Party may terminate this Agreement for its convenience by giving six-months' prior written notice to the other Party; provided, however, that termination by the Company is subject to all applicable requirements of the Pennsylvania Public Utility Code, the Commission's regulations and the Company's tariff.

(b) If Municipality terminates this Agreement, Municipality shall be deemed to have requested the removal of all the Company-owned street lights and associated facilities that were installed pursuant to this Agreement. Section 1.2(b) shall govern the charges imposed and the payments made for such removal.

3. Attachments

3.1 No attachments can be made to Company's facilities without Company's consent. Municipality must submit an application to Company for review using the current application process. The process for submitting an application is defined on the Company's Pole Attachment Services website. The attachment may be made after the attachment application is approved by Company and an attachment agreement is executed by the Company and the Municipality.

4. Assignment

4.1 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their successors and permitted assigns.

4.2 Neither Party shall have the right to assign, convey, or transfer this Agreement or any rights hereunder, or delegate its duties hereunder without the written consent of the other Party, whose consent shall not be unreasonably withheld.

5. Choice of Law

5.1 This Agreement and the respective rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions.

6. Miscellaneous

6.1 Notices – Each notice, request, demand, statement, or other communication allowed or required by this Agreement shall be in writing and shall be considered as delivered when received by the other Party by certified U.S. mail, reputable overnight courier, or facsimile addressed to the other Party at its address indicated below or at such other address as a Party may provide in a written notice to the other Party, provided that in the case of facsimile communication, the recipient shall confirm by return facsimile upon receipt:

If to Company:

PPL Electric Utilities Corporation  
Two North Ninth Street  
Allentown, PA 18101  
Attention: Business Accounts  
Telephone: 1-888-220-9991 Option 4  
Facsimile: 484-634-3260

If to Municipality:

Telephone:  
Facsimile:

- 6.2 Incorporation of Tariff – This Agreement expressly incorporates the provisions of Company's tariff as amended from time to time in accordance with the law. If any aspect of this Agreement conflicts Company's tariff, the tariff shall govern.
- 6.3 Third Party Beneficiaries – This Agreement is only intended to create rights and obligations for Municipality and Company, and is not intended for the benefit of any third parties.
- 6.4 Headings – The headings of this Agreement are inserted only for convenience and shall not affect the meaning or interpretation of this Agreement or any provision hereof.
- 6.5 Severability – If any provision of this Agreement is held to be invalid or unenforceable, then to the extent that such invalidity or unenforceability does not deprive either Party of any material benefit intended to be provided by this Agreement, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the Parties.
- 6.6 Amendments and Waiver – No change, amendment, or modification of this Agreement, including any Exhibit attached to the Agreement, shall be valid or binding upon the Parties unless in writing and duly executed by both Parties. No

delay or omission in the exercise of any right under this Agreement shall impair any such right or be taken, construed, or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. If any provision hereof is breached and the non-breaching Party permits cure of such breach, such forbearance shall be limited to the particular breach and shall not be deemed to waive any other breach hereof. The rights and remedies provided by this Agreement shall be in addition to those rights and remedies available in both law and equity.

- 6.7 Entire Agreement – This Agreement and the attached Exhibits embody the entire agreement and understanding of the Parties with respect to the subject matter hereof (i.e., services and equipment set forth in the Exhibits hereto) and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the Effective Date.

MUNICIPALITY

\_\_\_\_\_  
Signature

Print Name

Title

Board of Commissioners

PPL ELECTRIC UTILITIES CORPORATION

\_\_\_\_\_  
Signature:

Print Name

Title

BOROUGH OF  
RESOLUTION NUMBER

Providing for the furnishing of electric street lighting service to the Borough  
of \_\_\_\_\_, County of \_\_\_\_\_ Pennsylvania.

BE IT RESOLVED by the Council of the Borough of \_\_\_\_\_, and it is  
hereby resolved by the authority of the same:

That the Borough of \_\_\_\_\_, County of \_\_\_\_\_, Pennsylvania  
enter into an agreement with PPL Electric Utilities Corp. for the furnishing of all electric street  
lighting delivery service required to light the streets of the Borough for the period and in  
accordance with the terms contained in the form of agreement now on file with the Borough  
Secretary for the furnishing of such service; and that the proper officers of the Borough are  
hereby authorized and directed to execute and deliver said form of agreement on behalf of the  
Borough.

Resolved by the Council of the Borough of \_\_\_\_\_, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017.

WITNESS:

BOROUGH OF

\_\_\_\_\_  
Borough Secretary

\_\_\_\_\_  
President of Borough Council

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor

CERTIFICATE

On this        day of        , 2017, the undersigned, the Secretary of the Borough of        , hereby certifies that said Borough has no Controller and has not accepted the provisions of the General Borough Act relating to Controllers.

\_\_\_\_\_  
Borough Secretary

PPL LED lights conversion estimate

Exhibit B  
Scope of Work

Req Name: City of Harrisburg  
 Req No: 7001  
 Account No: 280120005  
 Date Printed: 9/1/2017

No of Street Lights: 6  
 IIC Cost: \$0  
 LCC Cost: \$0

High Pressure Sodium  
 (HPS) Rate SHS.

Light Emitted  
 Diode (LED) Rate  
 SLE.

Pole Location		Existing			Proposed/Equivalent		Monthly kWh
Grid Number	Bill Code	Luminaire Description	Lumen Size	Light Pattern	Monthly kWh (before conversion)	Lumen Size	Monthly kWh (after conversion)
24312533817	4	COBRA HEAD	20000	III	169.8	15000	61.8
24315533822	4	COBRA HEAD	20000	III	169.8	15000	61.8
24318533827	4	COBRA HEAD	20000	III	169.8	15000	61.8
24322533832	4	COBRA HEAD	20000	III	169.8	15000	61.8
24325533838	4	COBRA HEAD	20000	III	169.8	15000	61.8
24329533843	4	COBRA HEAD	20000	III	169.8	15000	61.8



**INTER**

**OFFICE**

# MEMO

To: HARRISBURG CITY COUNCIL  
From: Kirk Petroski, City Clerk  
LEGISLATIVE APPROVAL FORM

Date:

LEGISLATIVE APPROVAL FORM/CERTIFICATE OF ACCEPTANCE

BILL NO. -2017      RESOLUTION NO. <sup>106</sup>-2017

THE ABOVE LISTED ITEM WAS WRITTEN AND PREPARED FOR FINAL INTRODUCTION AT THE HARRISBURG CITY SOLICITOR'S OFFICE ON:

Rebecca K. Kunkel  
Assistant City Solicitor

10-6-17  
Date

Requested by Department/Bureau: Engineering

Department/Bureau Contact Person: Wayne Martin

For Action on or before:

The attached was received in the Office of the City Clerk for introduction on

Received by: [Signature]

Date: 10-10-17