

**A RESOLUTION AUTHORIZING THE EXECUTION
OF AN AGREEMENT WITH COMMONWEALTH EDISON COMPANY
FOR ENTRY INTO THE SMART-READY LED STREET LIGHTING PROGRAM**

WHEREAS, the Village of Barrington Hills (the “Village”) is a home-rule municipality pursuant to Article VII, Section 6, of the Constitution of the State of Illinois, and as such is authorized to take all reasonable action pertaining to its affairs in accordance therewith; and

WHEREAS, the Village has been approached by the Commonwealth Edison Company (“ComEd”), which seeks Village participation in its Smart-Ready LED Street Lighting Program (“the Program”) by which it will replace existing ComEd-owned street light fixtures (mercury vapor and high pressure sodium) with Smart-Ready LED street lights; and

WHEREAS, the Village is predicted to save annual electric costs by changing to Smart-Ready LED street lights, and is assured that it will not incur any out of pocket costs for the Program; and

WHEREAS, for such purpose, the Village is being requested to enter into the Smart-Ready LED Street Lighting Agreement (“Agreement”) with ComEd, in the form attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, upon the recommendation of the Roads and Bridges Committee, the President and Board of Trustees of the Village deem it in the best interests of the Village to execute the Agreement as attached hereto as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Barrington Hills, a home rule community, located in the Counties of Cook, Kane, Lake and McHenry, Illinois, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village President is hereby authorized and directed to execute on behalf of the Village of Barrington Hills, the Smart-Ready LED Street Lighting Agreement with Commonwealth Edison Company attached hereto and incorporated herein by reference as Exhibit “A,” with such modifications as may be deemed necessary by the Village President and the Village Attorney.

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

Ayes: Nays: Absent:

PASSED AND APPROVED by the President and Board of Trustees of the Village of Barrington Hills, Illinois, this 30th day of March, 2016.

APPROVED:

ATTEST:

Village President

Village Clerk

Smart-Ready LED Street Lighting Agreement

PROGRAM PARTICIPATION AGREEMENT

The Smart-Ready LED Street Lighting Program (“the Program”) replaces existing Commonwealth Edison (“ComEd”) owned street light fixtures (mercury vapor and high pressure sodium), located in participating municipalities, with Smart-Ready LED street lights.

This Smart-Ready LED Street Lighting Agreement (“Agreement”) is entered into by and between ComEd and the Village of Barrington Hills (“Customer”). ComEd and the Customer are sometimes referred to herein individually as a “Party”, and collectively as the “Parties.”

PROGRAM TERMS AND CONDITIONS

- 1. Program Effective Dates.** This Agreement shall be effective upon execution by both Customer and ComEd, and shall terminate on or before May 31, 2017.
- 2. Customer Eligibility.** Customer is an existing municipal customer of ComEd that receives a fixture included street light rate. (Note: Customer may take electric energy from a company other than ComEd as long as Customer is obtaining delivery service from ComEd.) The fixture included street light rate is set forth in Table 1, attached hereto, and which is made a part hereof.
- 3. Project Timeline.** Following the execution of the Agreement, ComEd will work with the municipality to establish a schedule for the installation of the LED street light fixtures.
- 4. Customer Charges.** The change from the existing fixtures to a smart ready fixture will change the cost of the Fixture-Included Lighting Delivery Service Charge as well as energy cost to operate the fixtures. The estimated fixture included costs and estimated energy cost comparison of the existing street lights to LED street lights is provided in Table 1 hereto.

There is also a customer charge for the replacement of the fixtures and this charge will be offset by an Energy Efficiency credit equal to the customer replacement charge. Effectively, the customer will not incur any out of pocket costs to replace the fixtures.

5. Customer Obligations.

- 5.1.** Customer must support ComEd, as requested, with access to the system and facilities, and municipal work permits as required to support the installation LED street light fixtures.

Smart-Ready LED Street Lighting Agreement

- 5.2. Customer will be the point of contact for any resident concerns related to the installation of the LED street lights and will work with ComEd to resolve concerns raised by residents of the municipality.

6. ComEd Obligations.

- 6.1. ComEd will replace all existing ComEd owned Mercury Vapor (MV) and High Pressure Sodium (HPS) street lights that have an LED equivalent, subject to the current fixture included rate agreement, with new, lower wattage smart-ready LED street lights.
- 6.2. ComEd, through the state mandated energy efficiency programs, will provide a credit to the Customer in an amount equal to the cost to the Customer to replace the existing street light fixtures in the municipality. The cost of the replacement of the existing street light fixtures will be documented in a separate Customer Work Agreement developed for the street light fixture replacement.

7. Limitations of Liability.

- 7.1. Customer shall independently evaluate any advice or direction given by ComEd related to the adjustment of LED street light illumination levels. IN NO EVENT WILL ComEd, ITS CONSULTANTS, CONTRACTORS AND/OR SUBCONTRACTORS BE LIABLE FOR THE OPERATION OF CUSTOMER'S FACILITIES OR FIXTURES, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT OR THE IMPLEMENTATION OF ANY FUNCTIONS OR TESTING UNDER THIS AGREEMENT.
- 7.2. ComEd shall indemnify, defend and save harmless the Customer and, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to the joint negligence of the Village and contractors, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of ComEd, its officers, agents and/or employees arising out of, or in performance of, any of the provisions of this Agreement, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other applicable law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Customer

Smart-Ready LED Street Lighting Agreement

and, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. ComEd shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

8. Disclaimer: ComEd does not guarantee that certain energy savings will be achieved and does not make any warranties associated with the measures implemented under the Program. ComEd has no obligations regarding, and does not endorse or guarantee, any claims, promises, representations, or work made or performed, or equipment furnished or installed by any contractors, subcontractors, or vendors pursuant to the Program. The Customer shall be entitled to the energy cost savings realized by the Customer that result from the installation of LED street light fixtures within the Customer's corporate limits. In consideration of the services provided by ComEd as part of the Program, the Customer agrees that ComEd is entitled to 100% of the rights and benefits associated with the measures, including without limitation PJM products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation, and customer waives, and agrees not to seek, any right to the same.

9. Attorneys' Fees. If litigation is commenced by either Party to enforce or interpret any of the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees at the trial, on appeal, and on any petition for review.

10. Entire Agreement/Modification. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both Parties. To the extent any of the terms of this Agreement are deemed to conflict with the terms of the Franchise Agreement between ComEd and Customer, the terms of the Franchise Agreement shall control while both Agreements remain in effect.

11. Disputes/Governing Law. This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the State of Illinois. Any litigation between the Parties shall be prosecuted only in the state or federal courts of the State of Illinois.

BY SIGNING BELOW:

The Customer has read and accepts the terms and conditions of this Smart-Ready LED Street Lighting Agreement, and agrees to participate in the Smart-Ready LED Street Lighting Program.



Smart-Ready LED Street Lighting Agreement

Customer

ComEd

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

Smart-Ready LED Street Lighting Agreement

Table 1 2016 Rates

Barrington Hills

Cost comparison of Fixture Included Street Light fixture Costs,
Proposed 2016 Rates, Existing Fixtures versus LED Fixture

Existing fixtures, 2016							LED Fixtures, 2016						
	Billing Count	Wattage	2016 Fixture cost	Monthly Energy Cost	Monthly Cost per Fixture	Monthly Cost by Type		Wattage	2016 Fixture cost	Monthly Energy Cost	Monthly Cost per Fixture	Monthly Cost by Type	
100W MV	0	122	\$3.65	\$1.71	\$5.36	\$0.00	LED-53	53	\$2.68	\$0.74	\$3.42	\$0.00	
175W MV	7	217	\$3.71	\$3.04	\$6.75	\$47.27	LED-53	53	\$2.68	\$0.74	\$3.42	\$23.96	
250W MV	4	281	\$3.84	\$3.94	\$7.78	\$31.12	LED-75	75	\$2.97	\$1.05	\$4.02	\$16.09	
400W MV	3	440	\$4.34	\$6.17	\$10.51	\$31.53	LED-145	145	\$3.56	\$2.03	\$5.59	\$16.78	
70 W HPS	0	82	\$3.94	\$1.15	\$5.09	\$0.00	LED-53	53	\$2.68	\$0.74	\$3.42	\$0.00	
100 W HPS	0	121	\$3.99	\$1.70	\$5.69	\$0.00	LED-53	53	\$2.68	\$0.74	\$3.42	\$0.00	
150 W HPS	0	175	\$4.02	\$2.45	\$6.47	\$0.00	LED-75	75	\$2.97	\$1.05	\$4.02	\$0.00	
250 W HPS	1	297	\$4.28	\$4.16	\$8.44	\$8.44	LED-145	145	\$3.56	\$2.03	\$5.59	\$5.59	
400 W HPS	0	465	\$4.63	\$6.52	\$11.15	\$0.00	LED-145	145	\$3.56	\$2.03	\$5.59	\$0.00	
Total	15												

Energy Cost	
\$	0.04100

2016 Fixture Monthly Cost	\$118.36
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2016 LED Monthly Cost	\$62.42
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2016 Monthly Cost Savings	\$55.94
2016 Per Fixture savings	\$3.73

Operating hours per month =342

Annual Cost Savings	\$671.31
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Note, the savings calculation and percent savings estimate is for the fixture only. Other components costs are not affected by this change.
1,000 W HPS fixture are not included in the the savings calculation because there is not a direct LED replacement.