**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                (“Municipality”), a municipality of the Commonwealth

of Pennsylvania situated in the County of                  . 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:

# Services

## Street Light Installation/Conversion

### Standard Installation

#### 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**.

#### 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.

### Special Installations

#### 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.

#### 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.

## Removal of Street Light Facilities

### The Municipality may request removal of any existing Company-owned street light facilities pursuant to the Selected Rate Schedule.

### 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.

## Rates for Electric Service

### Municipality agrees to receive electric service for the street lights described in Section 1.1(a) under the Selected Rate Schedule.

### 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.

## Additional Services

### Municipality shall promptly notify the Company of all Company-owned street lights installed pursuant to this Agreement that are not operating properly.

### 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.

# Term of Agreement and Termination

## 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.

## Termination of Agreement

### 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.

### 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.

# Attachments

## 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.

# Assignment

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

## 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.

# Choice of Law

## 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.

# Miscellaneous

## 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:

 Telephone:

 Facsimile:

If to Municipality:

 Telephone:

 Facsimile:

## 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.

## 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.

## 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.

## 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.

## 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.

## 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