

Resolution 2026-R-11 Exhibit A

**FULL-SERVICE
STREET LIGHTING AGREEMENT**

Between

City of Bellbrook

and

Miami Valley Lighting, LLC

Effective Date: January 1, 2026

**Miami Valley Communications Council –
Negotiator for the Joint Municipalities**

CITY OF BELLBROOK
FULL-SERVICE STREET LIGHTING AGREEMENT

THIS FULL-SERVICE STREET LIGHTING AGREEMENT (“Agreement”) is entered into by and between City of Bellbrook (the “Municipality”) and **Miami Valley Lighting, LLC** (“MVLt”) effective the 1st day of January, 2026.

Recitals

WHEREAS, Miami Valley Communications Council (“MVCC”), on behalf of the municipalities of Beavercreek, Bellbrook, Brookville, Carlisle, Centerville, Clayton, Englewood, Fairborn, Germantown, Greenville, Huber Heights, Kettering, Miamisburg, Moraine, Oakwood, Riverside, Sidney, Trotwood, Troy, Union, Urbana, Vandalia, Washington Court House, West Carrollton, and Xenia (the “Joint Municipalities”), negotiated the terms of a full-service street lighting agreement with MVLt; and

WHEREAS, pursuant to the terms of this Agreement, MVLt is willing to own, maintain, and operate lighting fixtures and associated equipment (generally including luminaires, poles, masts, wiring, conduit, and connective components, hereinafter collectively referred to as “Fixtures”) on a long-term basis to provide full service lighting services to the Municipality, and the Municipality desires to purchase such full service lighting services from MVLt at prices and on terms stated herein; and

NOW, THEREFORE, the Municipality and MVLt desire to enter into this formal Full-Service Street Lighting Agreement containing all of the terms and conditions under which MVLt shall provide lighting to the streets, roads and public places within the boundaries of the Municipality.

AGREEMENT

I. PRIMARY PROVISIONS.

- A. **Term of Agreement.** The term of this Agreement shall be seven (7) years to commence on January 1, 2026, and end on December 31, 2032.
- B. **Modification and Extension.**
 - 1. Ninety (90) days prior to the expiration of the Agreement, the parties shall commence good faith negotiations for renewal of the Agreement.
 - 2. Notwithstanding any assignment of this Agreement by MVLt, the parties acknowledge and agree that MVCC, or any replacement organization serving a substantially similar function for the participating municipalities, to the extent designated by a participating municipality, shall retain the right to act as a negotiation representative on behalf of the participating municipalities on a collective basis with respect to any renewal, extension, or successor agreement to

this Agreement. For clarity, MVCC's role as negotiation representative is intended to facilitate collective discussions and shall not limit MVLt's ability to communicate directly with an individual municipality regarding day-to-day operational matters during the Term. The parties further agree to work in good faith to establish a mutually reasonable schedule for renewal discussions, including periodic meetings and exchange of proposals, consistent with Section I.B.1.

3. At the discretion of the Municipality, the Municipality may designate MVCC as its negotiation representative for the conduct of good faith negotiation for renewal or renewal with modifications of this Agreement.
 4. After such good faith negotiations, should the parties be unable to agree on new terms and conditions within thirty (30) days before the date the Agreement is to terminate, then either party, on or before December 31, 2032, may provide the other party with written notice of termination to be effective as of December 31, 2032.
 5. Nothing in this Agreement, including any assignment, shall be construed to limit, waive, or impair any rights, powers or authority of the Municipality or MVCC under applicable law, including, any non-waivable governmental or police powers and the Municipality's legally valid right-of-way, permitting, and regulatory authority. This provision must be specifically acknowledged and accepted by the assignee. Notwithstanding the foregoing, nothing in this Section I.B.5 shall be construed to relieve either party of its express obligations under this Agreement except to the extent performance is prohibited by applicable law. For clarity, the assignee acknowledgement may be satisfied by a written acknowledgement included in the assignment and assumption agreement.
- C. **Full-Service Street Lighting Defined.** Full-service street lighting ("Full-Service Street Lighting") is the provision of illumination for the streets, roads and public places within the Municipality by MVLt utilizing MVLt Fixtures (as defined in section I.D. below) and associated equipment, operated and maintained by MVLt and attached to either MVLt, Municipality, or another entity's poles. Full-Service Street Lighting also includes service calls, system maintenance, and installation of lighting fixtures as further described in this Agreement.
- D. **Definitions.** As used in this Agreement:

"Failure," "failure," or variants of such word when used in the context of a Luminaire that has failed, means that that the Luminaire is not operable for reasons which cannot be resolved by a simple repair (e.g., replacement of a non-functioning lamp or photocell) or a repair to a portion of the fixture other than the Luminaire.

"Fixtures" means, depending on usage, "MVLt fixtures" (as defined below) or MVLt equipment used for lighting purposes that is attached to poles or other supporting structures owned by the Municipality or other entity.

"Luminaires" means a complete lighting unit consisting of a lamp or LED unit (and, as applicable, the ballast or LED driver) a photocell, together with the parts designed to

distribute the light, to position and protect the lamp and ballast and that portion of the wiring that connects the lamp to the wiring installed from the power supply to the lamp.

“MVLt fixtures” means and includes poles, masts, luminaires, and related wiring owned by MVLt and installed within the boundaries of the Municipality as identified in the Fixture Inventory. When required by AES Ohio, MVLt fixtures may include a meter cabinet and associated structure.

E. **MVLt Fixture Removal Upon Termination.**

1. **Fixtures in Place as of or After January 1, 2026.** If this Agreement is not renewed or replaced with an agreement extending beyond December 31, 2032, or is terminated prior to that for any reason, MVLt shall have a reasonable amount of time to remove all MVLt Fixtures that were in place as of or after January 1, 2026, at its own cost and shall be responsible to remediate the right of way upon removal consistent with then current guidelines of the Municipality for right of way restoration.
2. **Safe Removal.** Removal of the MVLt Fixtures by MVLt shall be coordinated with the Municipality in a manner that does not adversely impact the health, safety, and welfare of the citizens of the Municipality.
3. **Underground Wiring.** Any underground wiring connecting to any MVLt Fixture shall not be removed and shall be left in place in as is condition and where possible in a condition, acceptable for any future connection. Nothing herein however shall be interpreted to require MVLt to make any improvements or repairs to any underground wiring in the event of removal of MVLt fixtures.
4. **No Appropriation.** During the term of this Agreement, the Municipality shall not attempt to appropriate any MVLt owned street lighting assets through any type of appropriation proceeding or legislative action.

F. **Monthly Charge for Full Service Street Lighting.**

The pricing effective January 1, 2026, and for subsequent years of the term (“Monthly Charge”) for poles, masts, luminaires, related wiring (excluding trenching necessary for underground electric service wiring), and energy will be as set forth in Appendix A attached and incorporated herein by reference. Except as explicitly provided otherwise below, the cost-of-service calls, system maintenance, and other obligations undertaken by MVLt under this Agreement shall be provided by MVLt as part of the Monthly Charge.

- G. **New Installation Charges.** This subsection I.G. applies with respect to: (i) the installation of a new pole where the new pole is not a replacement for an existing pole (ii) the incremental poles in a circumstance where multiple existing poles are replaced

by a larger number of new poles; and (iii) new Luminaires installed on existing or new poles.

Pricing for new installation (“Installation Charge”) of Luminaires and poles after the Effective Date of this Agreement shall be as set forth below. The Installation Charge shall also include any wiring and other components necessary to render the new installation operational. New installations may require an AES Ohio metered service in situations where MVLt cannot provide adequate voltage from an existing MVLt electric source. When an AES Ohio meter is required, MVLt will include the meter location in its project plan and will seek Municipality approval of the meter location prior to installation. Where possible MVLt will seek to place meters in most inconspicuous locations possible (eg. backside of pole). When underground wiring is required or requested by the Municipality, it will be the responsibility of the Municipality to provide all trenching, backfilling, pavement cuts and repairs, and associated work and/or costs for the installation of such underground wiring. MVLt will be afforded the opportunity to bid for the provision of such service. New streetlights will be installed on existing or new MVLt poles or poles owned by AES Ohio or a related entity, or Municipality provided poles. Should Municipality choose to have MVLt install a standard cobra head Luminaire on an AES Ohio or other pole, the Municipality will be responsible for any standard third-party pole attachment fee incurred by MVLt from AES Ohio or other pole owner. Any third-party expense to be incurred shall first be submitted to the Municipality for review and approval prior to incurring any such third-party expense.

1. Light Emitting Diode (“LED”) Luminaires. MVLt’s Standard lighting will include, at a minimum, the following 5-Tiers of LED cobra head lighting luminaires effective January 1, 2026: The approximate lumen output for each standard Tier is as follows:
 - a. Tier I LED Cobra – 6,000 Lumens
 - b. Tier II LED Cobra – 10,500 Lumens
 - c. Tier III LED Cobra – 13,000 Lumens
 - d. Tier IV LED Cobra – 23,000 Lumens
 - e. Tier V LED Cobra – 26,000 Lumens

The associated wattage of the above fixtures will be updated from time to time as LED improvements gain efficiency over the life of the contract term.

There will be no charge for installation of new LED Cobra Luminaires on or after January 1, 2026.

2. Poles. MVLt will offer the following standard product types for new pole installations effective January 1, 2026: 23’ spun aluminum pole or a 30’ spun aluminum poles owned by MVLt. (The pole and installation cost for a 23’ spun aluminum pole will be \$4,908 and a 30’ spun aluminum pole will be \$5,442, pricing will be updated for installation projects proposed after January 1, 2027)

The Municipality may, at its sole election, choose to purchase from MVLT and own the poles that MVLT will then install, and if such election is made, cost for chosen option will be reflected in project proposal. Poles owned by the Municipality will not be subject to that portion of the Appendix A monthly charge applicable to poles. If poles other than the above standard are desired, refer to non-standard street lighting installations section below, I.G.4.

3. Reservation of Rights. The Municipality may, at its sole discretion, elect to pay for and install poles and luminaires on its own and at its sole expense. Upon such election to pay for and install poles and Luminaires, the Municipality may acquire energy for such fixtures or pay the monthly regulated energy rate tariff to the regulated entity or the metered rate.
4. Non-Standard Street Lighting Installations. Sections I.G.1. and 2. above identify the only new equipment that MVLT will be offering for new standard street light installations under this Agreement on and after January 1, 2026. If a Municipality requests special installation of a product not listed in Section I.G.1. and 2. such as alternative color temperatures, dark sky compliant, or alternative styles of lights or poles MVLT and Municipality will negotiate independent pricing for the installation and any full-service fee. Any independent price negotiation for such special installation shall be reduced to writing as an addendum to this Agreement by utilizing the Standard Special Installation Pricing Addendum form attached hereto as Appendix B.

H. Existing Installations

1. High Pressure Sodium (HPS) and Metal Halide (MH) Replacement Program.
 - a. Development/Participation in Luminaire Replacement Program. Subject to the Municipality's participation election, MVLT will develop proposals to upgrade HPS and MH Luminaires with LED Luminaires (the "Replacement Program"). A priority will be established based on a first-come, first-served basis each year.
 - b. Upon receiving notice of an election to participate in the Replacement Program by the Municipality, MVLT will be responsible for working with the Municipality on developing a proposal for replacement of HPS and MH Luminaires with LED Luminaires within the Municipality. If materials are available in MVLT stock, MVLT will complete the work within 90 days of receiving a signed proposal from the municipality.
 - c. Eligible Luminaire Replacements. The following HPS and MH fixtures are eligible for upgrade.
 - i. 50,000 Lumen Cobra Head Fixtures
 - ii. Acorn Fixtures

- iii. Traditional Fixtures
 - iv. Regal Fixtures
 - v. Teardrop Fixtures
 - vi. All Other HPS/MH Fixtures
 - d. Installation Charges. Installation charges for replacing the Eligible Luminaires will be as follows:
 - i. 50,000 Lumen Cobra Head Fixture \$100 per Luminaire
 - ii. Other Fixtures Priced Upon Request
2. Wood Pole Inspection, Treatment, and Replacement Program.
- a. MVLt shall inspect all MVLt owned wood poles at least once prior to 2032.
 - b. MVLt will replace any poles that fail the inspection and will communicate that information to the municipality. Municipality may, but is not required to, direct MVLt to replace the wood pole with a spun aluminum pole, in which case the regular charges for the installation and monthly use of the new poles shall apply. In the absence of such direction, any replacement for a wood pole shall be a wood pole. There will be a zero monthly charge for a replacement wood pole.
3. Steel Pole Replacement Option for Municipality.
- a. A representative from MVLt and the Municipality will visually inspect each steel pole prior to December 31, 2027. The results of the inspection shall be set forth in writing and shared with the Municipality. Within 30 days after receipt of the written report, Municipality shall provide to MVLt a list identifying each of the steel poles that the Municipality wants to replace. If the Municipality identifies one or more steel poles to replace with spun aluminum poles, MVLt shall develop a schedule for such replacement pole(s). The schedule for such replacements shall be in MVLt's sole discretion, but it shall consult with Municipality prior to initiating the replacement program. MVLt shall also consider scheduling requests by Municipality but is not required to make modifications to its planned replacement schedule.
 - b. There will be no separate removal or installation charge for replacement of steel poles with spun aluminum poles.
 - c. MVLt Indemnification of Municipality Regarding Steel Poles. It is agreed and recognized that Municipality has no particular expertise in the evaluation of the safety or physical integrity of steel poles. MVLt therefore agrees to hold harmless and indemnify Municipality and

Municipality’s officials, employees, and contractors (“Indemnitees”), against any and all claims, liabilities, damages to property, or injuries or death of persons (“Claim”) brought against Indemnitees by a non-party to this Agreement to the extent such Claim has as its basis the alleged actions or non-actions of Indemnitees with respect to the Steel Pole Replacement Option set forth herein. MVLt’s indemnification shall include reimbursement for Municipality’s legal expenses. MVLt shall have the right, but not the obligation, to hire its own counsel and assume control over the litigation strategy, including the negotiation and execution of settlements. Whether received by Municipality or other Indemnitee through service of process or through an informal writing threatening litigation or alleging a Claim, Municipality shall notify MVLt of any such Claim and MVLt shall have the right and opportunity to develop the initial response. Absent good cause, a failure by Municipality to notify MVLt of a Claim as set forth in the preceding sentence, shall relieve MVLt of its indemnification obligation unless MVLt received actual knowledge of the Claim in a timely manner through other means and had the opportunity to develop the initial response.

4. Lighting Design Standards.

- a. MVLt will endeavor to design all street lighting projects in strict accordance with the latest versions of ANSI, IESNA, and local municipal standards. This approach ensures every installation complies with industry best practices for illumination levels, energy efficiency, and public safety requirements.
- b. Project proposals will be presented to Municipality prior to construction for approval. Municipality may request adjustments to the design to meet the desired community aesthetics. MVLt will comply with the approved proposal.
- c. MVLt will focus on lumen output of fixtures and will not adhere to any pre-designated wattage levels which may lead to over lit areas within the community.

I. Billing and Payment. Invoicing by MVLt and payment by the Municipality for services provided pursuant to this Agreement shall be as set forth below:

- 1. Full-Service Street Lighting. MVLt shall invoice the Municipality on a monthly basis for Full-Service Street Lighting within the Municipality pursuant to the pricing schedule attached hereto as Appendix A. Each invoice shall provide the number and type of luminaires and poles and the rate charged for each. The Municipality shall pay the invoice for the Monthly Charge within thirty (30) days after the mailing date of the invoice. Payments received after the due date will be subject to interest at the rate of one percent (1%) per month on all balances past due, provided however, that if the Municipality contests the

amount of a bill, the portion of the bill which is contested in good faith will not be subject to the delayed payment charge if the Municipality notifies MVLt prior to the due date for payment of the fact that it is contesting and provides the reason why that portion of the bill is incorrect.

2. Pass-through of Utility Meter Charges. MVLt will update the Utility Meter Charges annually according to the amount of non-energy charges applicable on January 1. AES Ohio's current monthly customer charge for installed meters and non-energy charges for street lighting service is \$44.26 per month, which is subject to change from time-to-time pursuant to review and order of the Public Utilities Commission of Ohio. AES Ohio energy charges, however, are included in the full-service charges from MVLt to the Customer.
3. New Installations. MVLt shall invoice the Municipality for charges for new installations within ten (10) days after the completion of the new installation. The Municipality shall pay any charges for new installations within thirty (30) days after the mailing date of the invoice. Payments received after the due date will be subject to interest at the rate of one percent (1%) per month on all balances past due, provided however, that if the Municipality contests the amount of a bill, the portion of the bill which is contested in good faith will not be subject to the delayed payment charge if the Municipality notifies MVLt prior to the due date for payment of the fact that it is contesting and provides the reason why that portion of the bill is incorrect. MVLt shall submit to the requesting municipality a complete quote that is approved by the municipality, in writing, before commencing the new installation.
4. One-Time Assessment Charge. MVLt will assess a one-time charge on the Municipality's first invoice following August 1, 2026, to assess the increase in street lighting rates provided herein without interest applied to the period between January 1, 2026 and the time in which the rates are applied to the Municipality's regular monthly invoice.

II. ADDITIONAL OBLIGATIONS.

- A. Scope. MVLt shall provide the Municipality with Full-Service Street Lighting and various additional street lighting services designed to illuminate the streets, roads, and public places within the Municipality. All lights will be illuminated every night from approximately one-half hour after sunset of one day, until approximately one-half hour before sunrise of the next day. While MVLt cannot guarantee continuous service without interruption, any routine outage will be handled in accordance with the service parameters described in section II.C. below. In addition, MVLt shall provide new installations of light poles, Luminaires, and related components, service calls, system maintenance, and a Fixture Inventory as set forth in section II.B. of this Agreement.
- B. Fixture Inventory. MVLt shall maintain a complete inventory of all MVLt Fixtures, or components thereof, contained within the Municipality's corporate boundaries

(Appendix C - “Fixture Inventory”). The Fixture Inventory shall set forth the specific characteristics of all Fixtures or components thereof, and shall provide locations of all poles, luminaires, and meter cabinets. Said Fixture Inventory list shall be maintained and updated by MVLt on an ongoing basis and published to the Municipality upon request during the term of this Agreement or any extension thereof. All information gathered during field audits, descriptions of the types of luminaires and poles and locations of meter cabinets shall be kept current on digital GIS records and coordinated with billing records.

- C. **Service Calls.** The Municipality will report to MVLt all Luminaires which fail to illuminate. To the extent possible, such reports shall be made through the web-based outage reporting system that MVLt has developed and agrees to maintain in its current or modified form. The outage shall be reported by Municipality utilizing the identification data fields provided in the Fixture Inventory. Service shall be restored for minor outages (lamp, photocell, fuse, exposed wiring) within three (3) working days. MVLt will repair major outages (underground electric faults, Luminaire or pole replacements) within seven (7) working days. MVLt shall provide the Municipality with a prorated credit for each reported Luminaire not repaired within these time requirements. The prorated credit shall be accumulated and reflected by MVLt in a bill credit at least semi-annually. At the same time, for informational purposes, MVLt shall also provide a summary of the Municipality’s annual bill credit to the Executive Director of MVCC.
- D. **Maintenance.** MVLt, as part of its service and maintenance obligations, shall repair and/or replace defective or broken components; test, repair and/or replace defective street light wiring. Additionally, MVLt agrees to perform one (1) annual daytime or nighttime inspection of its street lighting equipment within the Municipality from January 1, 2026 through December 31, 2032.

All inspections performed by MVLt shall be summarized and delivered to the city manager of each Municipality via e-mail, stating the date and time of each inspection, nature of repairs made by specific pole location, and date repairs were made.

If a municipality notifies MVLt of a failing steel pole, MVLt will use best efforts to replace the pole in a timely manner at no cost to the community. MVLt will coordinate a schedule between it and the Municipality.

If a community wishes to paint steel poles, MVLt will submit pricing for the painting of those poles. If a Municipality chooses to paint poles within its community MVLt will allow this activity with completion of a signed waiver agreement. Prior to painting the Municipality is responsible for removal of all signage or other attachments made to the MVLt pole.

- E. **Fixture Changes Requested by Host Municipality.** MVLt shall relocate any Fixture, at its cost, upon receipt of written notice and instructions from the Municipality. Recognizing that some MVLt luminaires are installed on poles owned by other entities

and that MVLt can only be responsible for relocating the portion of the assets which it owns. Any equipment removed that was installed less than 10 years ago will be assessed as an early retirement charge of the current rate multiplied by the number of months remaining in this contract.

- F. Smart Light Pilot Program. Smart lighting replaces an existing photocell with a new 2-way communicating photocell. The standard smart lighting capabilities typically include features such as dimming, reporting outages or other types of lighting failure, and a customer portal. Some smart lighting systems will also offer additional features such as the addition of traffic sensors, cameras, or tilt sensors to notify about down poles. Smart lighting should result in significantly faster outage reporting and therefore more reliable lighting.
1. MVLt intends to begin 2 smart lighting pilots. Pilots will include the installation of a small number of smart lights within participating communities. The pilot program may be testing several different technologies and features. Features such as dimming will require pre-approval from the host community prior to testing. Pilot program will be offered without charge.
 2. Upon completion of 12 months of program participation in the pilot program, MVLt will generate a report which will be shared with all MVCC Communities and MVCC.
 3. If the pilot program was found to be successful, MVLt will develop a proposal to offer expanded deployment of smart lighting. Host Communities are under no obligation to participate in either the smart lighting pilot or further deployment. If a pilot program is discontinued without expansion, pilot smart lights will be removed and replaced with standard equipment.

III. GENERAL PROVISIONS.

- A. Right of Way Utilization. MVLt will be permitted to install and operate in the public right of way any of the Fixtures described in this Agreement at no cost to MVLt for use of the public right of way for the street lighting system described in this Agreement. Any such use of the public right of way shall be subject to the respective legally valid right of way ordinance for each Municipality except that any cost or fee imposed on MVLt for right of way use shall be inapplicable.
- B. Municipality to Consider MVLt for Other Lighting Projects. Municipality shall ensure that MVLt is considered as a potential contractor or service provider for the construction, installation, operation, or maintenance of any indoor or outdoor lighting services required by Municipality with respect to Municipality's facilities including buildings, parks and other Municipality properties. During the term of this Agreement, Municipality shall contact MVLt, place MVLt on any bidder's lists or other solicitations, and invite MVLt to bid on any project that Municipality may make with respect to lighting services. Nothing herein shall require Municipality to accept

MVLt's bid or otherwise establish a priority for MVLt's consideration. This provision is to ensure only that MVLt has an opportunity to make an offer that Municipality will consider.

C. Replacement of Replacement Fixtures. The Municipality agrees that any Fixtures replaced by MVLt within the Municipality during the Term of this Agreement will remain in place during the Term of this Agreement unless replacement becomes necessary for purposes of continued safety or road construction.

D. Dispute Resolution.

1. In the event that Municipality has identified an MVLt Fixture that it believes has a defect in its physical integrity such that the pole or Luminaire may fall, or there is danger of electric shock, and MVLt disagrees, or if there is a disagreement regarding the steps necessary to rectify the physical defect, the parties shall first elevate the dispute to the level of Municipality Manager (or equivalent position) and MVLt Vice President, who shall meet in good faith in an attempt to resolve the dispute. With respect to those MVLt Fixtures that are subject to dispute as set forth herein, the same indemnification provided by MVLt to the Municipality relative to steel poles as referenced in section I.H.4.e. shall apply to those MVLt Fixtures until such time as MVLt replaces that portion of the MVLt Fixture that is under dispute.
2. Should any other type of dispute not addressed in section III.D.1 above arise between the parties relative to the terms of the Agreement, the offended party shall be required to provide written notice to the offending party specifying the nature of the alleged breach (the "Breach"). Within three (3) days of such written notice, the parties shall conduct a meeting in an effort to discuss and resolve the Breach. Thereafter, the offending party shall have a period of thirty (30) days to either cure the Breach or provide sufficient evidence to the offended party's satisfaction that appropriate steps are being taken by the offending party to remedy the Breach. At the end of the thirty (30) day cure period, the parties shall conduct a second meeting to make a determination whether or not the Breach has been cured and to work toward a resolution. Thereafter, if the breach remains unresolved, the offended party may pursue any and all legal remedies available at law or equity, however, the parties specifically agree that any legal action taken by either party shall be limited to arbitration rather than litigation. Any such arbitration shall be conducted under the laws of Ohio and the Commercial Arbitration Rules of the American Arbitration Association, and the venue for the arbitration shall be Dayton, Ohio.

IV. MISCELLANEOUS PROVISIONS.

- A. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.
- B. Force Majeure.** Neither party shall be liable to the other for any act, omission, misfeasance, malfeasance or circumstance arising or resulting from events reasonably

beyond the control of either party. If a force majeure condition arises, each party will use due diligence to remove the condition and put itself in a position to carry out all of the obligations assumed hereunder.

- C. **Complete Agreement; Modification.** This Agreement supersedes all prior discussions, negotiations, understandings and agreements between the parties, written or oral (including the Letter of Intent), is intended as a complete and exclusive statement of the terms of the agreement between the parties, and may be amended, modified, or rescinded only by a written instrument executed by both parties.
- D. **No Third Parties.** Except as otherwise provided herein, this Agreement is made for the sole benefit of the Municipality and MVLt, and no other person or entity shall have any right of action of any kind hereon or be deemed to be an intended third party beneficiary of this Agreement.
- E. **Invalid Provisions.** In the event that any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- F. **Interpretive Provisions.** All exhibits and appendices referred to in and attached to this Agreement are incorporated by reference. The headings of each section and paragraph are for convenience of reference only and shall not be considered in interpreting or construing any term or condition of this Agreement. Words in the singular shall include the plural, and vice versa, and words in the masculine shall include the feminine and/or neuter, and vice-versa, where the context so requires for a reasonable interpretation of this Agreement. Except as otherwise set forth in this Agreement, for purposes of computing any time requirements under this Agreement, the term “days” shall mean all calendar days, including Saturdays, Sundays and legal holidays. All of the promises, agreements, representations and warranties made by either party are material terms of this Agreement. Time is of the essence in the performance of all obligations of the parties under this Agreement. For purposes of construction and interpretation of this Agreement, neither party shall be deemed to be the draftsman, nor shall this Agreement be interpreted or construed in favor of or against either party. Delay, failure, or partial exercise by a party of any right or remedy under this Agreement will not constitute a waiver of any right or remedy.
- G. **Binding Effect; Assignment.** The rights and obligations of each party under this Agreement shall inure of and shall be binding upon any subsidiary, affiliate, successor or permitted assignee to the extent provided below. Provided that the assignee executes an assignment and assumption agreement under which it agrees to fulfill all obligations under this Agreement, MVLt shall have the right to assign the Agreement without prior written approval of the Municipality: (1) to an assignee that is an affiliate of MVLt; (2) to an assignee that is credit-worthy as defined below; or (3) to an assignee that provides to Municipality assurances of performance in the form of (i) cash deposited in an account designated by Municipality in an amount equal to or greater than the prior six months of Municipality payments under this Agreement; (ii) a letter of credit for

the benefit of Municipality issued by a U.S. bank in an amount equal to or greater than the prior six months of Municipality payments under this Agreement; or (iii) a guarantee of performance by a credit-worthy parent company that controls assignee. A "Credit-worthy" entity under this Agreement is defined as an entity that has at least one minimum corporate or issuer credit rating of at least "BB-" from Standard & Poors Rating Services, "Ba3" from Moody's Investors Services, Inc. or "BB-" from Fitch, Inc. Any other proposed assignment of this Agreement by MVLt shall require prior written approval of the Municipality, which consent shall not be unreasonably withheld or conditioned. For purposes of this section IV.G., in determining reasonableness, the Municipality may consider such things as the prospective assignee's experience, financial condition, conduct and performance on previous contracts, facilities, management skills, and ability to properly execute the Agreement. Furthermore, upon satisfaction of the foregoing assignment requirements, the Municipality shall not unreasonably oppose the assignment and any transfer of assets necessary for the performance of this Agreement to the permitted assignee in connection with applicable regulatory approvals, provided that nothing herein shall be construed to limit the Municipality's authority or obligations under applicable law.

H. Notices. All notices, demands and other communications under this Agreement shall be in writing, and delivered in person, or mailed by certified mail, return receipt requested, postage prepaid, or by express delivery service. In the alternative, notices may be delivered by facsimile or attached to electronic mail (e-mail), with confirmation of the original sent by ordinary mail. Notices shall be deemed to have been delivered on the date the party to be notified first receives the notice. All notices shall be addressed to the parties at the following addresses which may be changed only by written notice given to the other parties:

If to MVLt: Miami Valley Lighting, L.L.C.
1065 Woodman Drive
Dayton, OH 45432
Attn: Customer Account Manager, MVLt

If to Municipality: City Manager
City of Bellbrook

I. Counterparts. This Agreement may be executed by the parties in counterparts which when taken together shall be deemed to be one original, and/or may be executed in multiple copies, each of which shall be deemed an original. All true and accurate copies of this fully executed Agreement shall be valid and binding evidence of the agreement of the parties, whether the document and/or any or all of the signatures are reproductions of an original by photocopy, facsimile transmission, electronic mail, or other method commonly accepted as accurate.

IN WITNESS WHEREOF, the parties have set their hands effective the 1st day of January, 2026.

CITY OF BELLBROOK

MIAMI VALLEY LIGHTING, LLC

By: _____

By: _____

Name Printed: _____

Name Printed: _____

City Manager

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Law Director

Date: _____

**CERTIFICATE OF FUNDS AVAILABILITY
BY MUNICIPALITY FISCAL OFFICER**

I, _____, _____ of the City of _____, hereby certify that the funds for payment of the contractual obligations set forth in the Full Service Street Lighting Agreement between the City of _____ and Miami Valley Lighting, LLC effective January 1, 2026, have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance to the extent necessary to meet the obligations of this contract maturing in the first or current fiscal year thereof.

Name: _____

Title: _____

APPENDIX A

Monthly Charges for All Fixtures and Poles Installed

Mercury Vapor Fixtures	2026	2027	2028	2029	2030	2031	2032
4,000 Mercury Traditional	\$12.63	\$13.17	\$13.60	\$13.97	\$14.35	\$14.74	\$15.15
7,700 Mercury Traditional	\$12.84	\$13.39	\$13.83	\$14.21	\$14.60	\$15.00	\$15.41

Metal Halide Fixtures	2026	2027	2028	2029	2030	2031	2032
11,700 MH Traditional	\$16.17	\$16.86	\$17.41	\$17.89	\$18.38	\$18.89	\$19.41
12,500 MH Flood	\$29.39	\$30.64	\$31.64	\$32.51	\$33.40	\$34.32	\$35.26
20,800 MH Libertyville	\$29.92	\$31.19	\$32.20	\$33.09	\$34.00	\$34.94	\$35.90
36,000 MH Libertyville	\$30.87	\$32.18	\$33.23	\$34.14	\$35.08	\$36.04	\$37.03
41,500 MH Shoebox	\$18.55	\$19.34	\$19.97	\$20.52	\$21.08	\$21.66	\$22.26

High Pressure Sodium Fixtures	2026	2027	2028	2029	2030	2031	2032
5,800 HPS Acorn	\$15.38	\$16.03	\$16.55	\$17.01	\$17.48	\$17.96	\$18.45
5,800 HPS Traditional	\$11.48	\$11.97	\$12.36	\$12.70	\$13.05	\$13.41	\$13.78
9,500 HPS Acorn	\$16.08	\$16.76	\$17.30	\$17.78	\$18.27	\$18.77	\$19.29
9,500 HPS Acorn - Cust Metered	\$14.37	\$14.98	\$15.47	\$15.90	\$16.34	\$16.79	\$17.25
9,500 HPS Cooper Acorn	\$23.78	\$24.79	\$25.60	\$26.30	\$27.02	\$27.76	\$28.52
9,500 HPS Gas Light	\$20.98	\$21.87	\$22.58	\$23.20	\$23.84	\$24.50	\$25.17
9,500 HPS Traditional	\$11.05	\$11.52	\$11.89	\$12.22	\$12.56	\$12.91	\$13.27
16,000 HPS Acorn Old Town	\$25.43	\$26.51	\$27.37	\$28.12	\$28.89	\$29.68	\$30.50
16,000 HPS Acorn Copperfield/Park Place	\$16.46	\$17.16	\$17.72	\$18.21	\$18.71	\$19.22	\$19.75
16,000 HPS Dual Heritage/16' Manchester	\$16.22	\$16.91	\$17.46	\$17.94	\$18.43	\$18.94	\$19.46
16,000 HPS Heritage/16' Manchester	\$8.64	\$9.01	\$9.30	\$9.56	\$9.82	\$10.09	\$10.37
16,000 HPS Providence	\$17.31	\$18.05	\$18.64	\$19.15	\$19.68	\$20.22	\$20.78
16,000 HPS Regal	\$24.08	\$25.10	\$25.92	\$26.63	\$27.36	\$28.11	\$28.88
16,000 HPS Regal/Taylorsville	\$29.14	\$30.38	\$31.37	\$32.23	\$33.12	\$34.03	\$34.97

High Pressure Sodium Fixtures (Continued)	2026	2027	2028	2029	2030	2031	2032
16,000 HPS Teardrop	\$23.05	\$24.03	\$24.81	\$25.49	\$26.19	\$26.91	\$27.65
27,000 HPS Flood	\$18.50	\$19.29	\$19.92	\$20.47	\$21.03	\$21.61	\$22.20
27,000 HPS Libertyville	\$28.59	\$29.81	\$30.78	\$31.63	\$32.50	\$33.39	\$34.31
27,000 HPS Teardrop	\$28.59	\$29.81	\$30.78	\$31.63	\$32.50	\$33.39	\$34.31
50,000 HPS Cobra	\$19.01	\$19.82	\$20.46	\$21.02	\$21.60	\$22.19	\$22.80
50,000 HPS Flood	\$17.88	\$18.64	\$19.25	\$19.78	\$20.32	\$20.88	\$21.45
50,000 HPS Libertyville Teardrop	\$28.25	\$29.45	\$30.41	\$31.25	\$32.11	\$32.99	\$33.90

LED Fixtures	2026	2027	2028	2029	2030	2031	2032
10,300 LED Cobra	\$20.99	\$21.88	\$22.59	\$23.21	\$23.85	\$24.51	\$25.18
11,100 LED Cobra	\$20.33	\$21.19	\$21.88	\$22.48	\$23.10	\$23.74	\$24.39
14,800 LED Cobra	\$23.93	\$24.95	\$25.76	\$26.47	\$27.20	\$27.95	\$28.72
225W LED T4FT Navion	\$16.89	\$17.61	\$18.18	\$18.68	\$19.19	\$19.72	\$20.26
5,000 LED Cooper Acorn Gen Ser	\$15.11	\$15.75	\$16.26	\$16.71	\$17.17	\$17.64	\$18.13
Tier I LED Acorn	\$15.59	\$16.25	\$16.78	\$17.24	\$17.71	\$18.20	\$18.70
Tier I LED Acorn - Cust Metered	\$14.51	\$15.13	\$15.62	\$16.05	\$16.49	\$16.94	\$17.41
Tier I LED Cobra	\$9.44	\$9.84	\$10.16	\$10.44	\$10.73	\$11.03	\$11.33
Tier I LED Cobra - 2700K	\$10.03	\$10.46	\$10.80	\$11.10	\$11.41	\$11.72	\$12.04
Tier I LED Cobra - Cust Metered	\$8.31	\$8.66	\$8.94	\$9.19	\$9.44	\$9.70	\$9.97
Tier I LED Gas Light	\$20.35	\$21.21	\$21.90	\$22.50	\$23.12	\$23.76	\$24.41
Tier I LED Granville - Green	\$22.04	\$22.98	\$23.73	\$24.38	\$25.05	\$25.74	\$26.45
Tier I LED Traditional	\$10.71	\$11.17	\$11.53	\$11.85	\$12.18	\$12.51	\$12.85
Tier I LED Traditional - Cust Metered	\$9.38	\$9.78	\$10.10	\$10.38	\$10.67	\$10.96	\$11.26
Tier II LED Acorn	\$18.43	\$19.21	\$19.83	\$20.38	\$20.94	\$21.52	\$22.11
Tier II LED Cobra	\$11.07	\$11.54	\$11.92	\$12.25	\$12.59	\$12.94	\$13.30
Tier II LED Cobra - Black	\$15.78	\$16.45	\$16.98	\$17.45	\$17.93	\$18.42	\$18.93

LED Fixtures (Continued)	2026	2027	2028	2029	2030	2031	2032
Tier II LED Cobra - Cust Metered	\$8.93	\$9.31	\$9.61	\$9.87	\$10.14	\$10.42	\$10.71
Tier II LED Dual Heritage/16' Manchester	\$46.22	\$48.18	\$49.75	\$51.12	\$52.53	\$53.97	\$55.45
Tier II LED Heritage/12' Manchester	\$27.28	\$28.44	\$29.36	\$30.17	\$31.00	\$31.85	\$32.73
Tier II LED Heritage/16' Manchester	\$28.86	\$30.09	\$31.07	\$31.92	\$32.80	\$33.70	\$34.63
Tier II LED Heritage/16' Manchester - Cust Meter	\$27.22	\$28.38	\$29.30	\$30.11	\$30.94	\$31.79	\$32.66
Tier II LED Providence	\$20.94	\$21.83	\$22.54	\$23.16	\$23.80	\$24.45	\$25.12
Tier II LED Regal	\$23.36	\$24.35	\$25.14	\$25.83	\$26.54	\$27.27	\$28.02
Tier II LED Regal - Taylorsville	\$28.26	\$29.46	\$30.42	\$31.26	\$32.12	\$33.00	\$33.91
Tier II LED Teardrop	\$22.31	\$23.26	\$24.02	\$24.68	\$25.36	\$26.06	\$26.78
Tier III LED Cobra	\$12.87	\$13.42	\$13.86	\$14.24	\$14.63	\$15.03	\$15.44
Tier III LED Cobra - Cust Metered	\$10.16	\$10.59	\$10.93	\$11.23	\$11.54	\$11.86	\$12.19
Tier III LED Flood	\$15.56	\$16.22	\$16.75	\$17.21	\$17.68	\$18.17	\$18.67
Tier III LED Libertyville - Blue	\$28.59	\$29.81	\$30.78	\$31.63	\$32.50	\$33.39	\$34.31
Tier III LED Shoebox - 480V	\$18.55	\$19.34	\$19.97	\$20.52	\$21.08	\$21.66	\$22.26
Tier III LED Teardrop	\$29.92	\$31.19	\$32.20	\$33.09	\$34.00	\$34.94	\$35.90
Tier IV LED Cobra	\$15.12	\$15.76	\$16.27	\$16.72	\$17.18	\$17.65	\$18.14
Tier IV LED Cobra - Black	\$27.15	\$28.30	\$29.22	\$30.02	\$30.85	\$31.70	\$32.57
Tier IV LED Cobra - Black - Cust Metered	\$20.50	\$21.37	\$22.06	\$22.67	\$23.29	\$23.93	\$24.59
Tier IV LED Cobra - Black/GFCI	\$29.78	\$31.05	\$32.06	\$32.94	\$33.85	\$34.78	\$35.74
Tier IV LED Cobra - Black/GFCI - Cust Metered	\$19.52	\$20.35	\$21.01	\$21.59	\$22.18	\$22.79	\$23.42
Tier IV LED Cobra - Cust Metered	\$10.75	\$11.21	\$11.57	\$11.89	\$12.22	\$12.56	\$12.91
Tier IV LED Flood	\$17.88	\$18.64	\$19.25	\$19.78	\$20.32	\$20.88	\$21.45
Tier IV LED Teardrop	\$28.25	\$29.45	\$30.41	\$31.25	\$32.11	\$32.99	\$33.90
Tier V LED Cobra	\$18.90	\$19.70	\$20.34	\$20.90	\$21.47	\$22.06	\$22.67
Tier V LED Cobra - Cust Metered	\$13.67	\$14.25	\$14.71	\$15.11	\$15.53	\$15.96	\$16.40
Tier V LED Flood	\$31.30	\$32.63	\$33.69	\$34.62	\$35.57	\$36.55	\$37.56

Poles	2026	2027	2028	2029	2030	2031	2032
12' Cast Alum Pole	\$12.59	\$13.13	\$13.56	\$13.93	\$14.31	\$14.70	\$15.10
12' Cast Alum Pole - Augusta	\$15.04	\$15.68	\$16.19	\$16.64	\$17.10	\$17.57	\$18.05
12' Cast Alum Pole - Banner Arm/No GFCI	\$14.27	\$14.88	\$15.36	\$15.78	\$16.21	\$16.66	\$17.12
12' Cast Alum Pole - Beavercreek	\$11.67	\$12.17	\$12.57	\$12.92	\$13.28	\$13.65	\$14.03
12' Cast Alum Pole - Green	\$17.12	\$17.85	\$18.43	\$18.94	\$19.46	\$20.00	\$20.55
12' Cast Alum Pole - Vandalia	\$11.51	\$12.00	\$12.39	\$12.73	\$13.08	\$13.44	\$13.81
12' Fiberglass Pole - Smooth	\$5.69	\$5.93	\$6.12	\$6.29	\$6.46	\$6.64	\$6.82
12' Fiberglass Pole - Textured	\$2.72	\$2.84	\$2.93	\$3.01	\$3.09	\$3.17	\$3.26
12' Fiberglass Pole - Replacement	\$7.81	\$8.14	\$8.40	\$8.63	\$8.87	\$9.11	\$9.36
14' Cast Alum Pole - Decatur	\$12.59	\$13.13	\$13.56	\$13.93	\$14.31	\$14.70	\$15.10
17' Direct Bury Pole	\$5.69	\$5.93	\$6.12	\$6.29	\$6.46	\$6.64	\$6.82
23' Spun Alum Pole	\$6.07	\$6.33	\$6.54	\$6.72	\$6.90	\$7.09	\$7.28
27' HAPCO Pole w/Clamshell	\$17.72	\$18.47	\$19.07	\$19.59	\$20.13	\$20.68	\$21.25
30' Black Spun Aluminum/10' Arm	\$15.65	\$16.32	\$16.85	\$17.31	\$17.79	\$18.28	\$18.78
30' Spun Alum Pole	\$6.07	\$6.33	\$6.54	\$6.72	\$6.90	\$7.09	\$7.28
30' Spun Alum Pole - Black/Green	\$14.16	\$14.76	\$15.24	\$15.66	\$16.09	\$16.53	\$16.98
30' Spun Alum Pole - Mkt St Bridge	\$20.50	\$21.37	\$22.06	\$22.67	\$23.29	\$23.93	\$24.59
30' Spun Alum Pole - Mkt St Bridge - Banner Arms	\$22.22	\$23.16	\$23.91	\$24.57	\$25.25	\$25.94	\$26.65
30' Sternburg Oxford Pole	\$11.14	\$11.61	\$11.99	\$12.32	\$12.66	\$13.01	\$13.37
35' Spun Alum Pole	\$6.07	\$6.33	\$6.54	\$6.72	\$6.90	\$7.09	\$7.28
Historically Billable Pole - Aluminum	\$2.72	\$2.84	\$2.93	\$3.01	\$3.09	\$3.17	\$3.26
Historically Billable Pole - Fiberglass	\$2.72	\$2.84	\$2.93	\$3.01	\$3.09	\$3.17	\$3.26
Historically Billable Pole - Steel	\$2.72	\$2.84	\$2.93	\$3.01	\$3.09	\$3.17	\$3.26
Wood Pole	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

APPENDIX B

ADDENDUM TO FULL SERVICE STREET LIGHTING AGREEMENT

THIS ADDENDUM TO FULL SERVICE STREET LIGHTING AGREEMENT (“Addendum”) is entered into by and between the Municipality of _____ (the “Municipality”) and **Miami Valley Lighting, L.L.C.** (“MVLt”), effective the _____ day of _____, 20____.

WHEREAS, the Municipality and MVLt entered into a Full Service Street Lighting Agreement (the "Agreement") effective as of January 1, 2026; and

WHEREAS, the Municipality has requested that MVLt install special lighting equipment that is not included in MVLt’s standard inventory of lighting equipment; and

WHEREAS, pursuant to the terms of the Agreement, in the event the Municipality requests special installation of a product not listed in Appendix A to the Agreement, that the parties will negotiate independent pricing for such installation and any associated service fees.

WHEREAS, the parties have negotiated and agreed to pricing for the requested equipment and associated service fees and desire to amend the Agreement with this Addendum to reflect the agreed upon terms.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Municipality and MVLt agree as follows:

1. MVLt shall install the requested specialized lighting equipment as described in the attached product description sheets within the Municipality at the desired locations pursuant to the following pricing schedule:

- a. Cost per pole \$ _____
- b. Cost per Luminaire attached to each pole \$ _____
- c. Cost of installation of each pole and Luminaire \$ _____
- d. Total Project Cost \$ _____

2. The project will include the installation of the following number of poles and Luminaire:

- a. Poles _____
- b. Luminaire _____

3. The monthly charges for full service street lighting services for the installed poles and fixtures are as follows:

- a. Monthly cost per Luminaire \$ _____
- b. Monthly cost per pole \$ _____
- c. Total monthly cost \$ _____

These costs will be billed on MVLt’s monthly invoice to the Municipality for street lighting services.

4. This Addendum shall serve only to amend the Agreement to add the special pricing terms set forth herein for specialized lighting equipment, and all remaining terms of the Agreement, as they may have been amended prior to execution of this Addendum, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands on the dates written under the signature.

By: _____
Name Printed: _____
Title: _____
Date: _____

By: _____
Name Printed: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

APPENDIX C

The following is the starting fixture inventory as of January 1, 2026. This inventory is dynamic and is likely to change from daily operations throughout the term of the contract.

CITY OF BELLBROOK	<u>QUANTITY</u>
TIER I LED COBRA	59
TIER II LED COBRA	13
TIER IV LED COBRA	18

APPENDIX D

Monthly full-service pricing of all poles and fixtures under this contract will be adjusted by the following percentages on January 1 of each year.

<u>Year</u>	<u>Adjustment</u>
2026	5.50%
2027	4.25%
2028	3.25%
2029	2.75%
2030	2.75%
2031	2.75%
2032	2.75%