

Crews # 63758608 (DSLSN)

Date 04/09/2025

**OHIO EDISON COMPANY
STREET LIGHTING REQUEST – INFORMATION AGREEMENT**

POLITICAL ENTITY	<u>CITY OF GREEN</u>
LED CONTRACT	YES <u> X </u>
LOCATION OR STREET(S) WHERE LIGHTS ARE TO BE INSTALLED	<u>SPRING HILL VILLAS : GREAT WINDSOR LN AND COLESBOURNE CIR</u>
NUMBER, SIZE, AND TYPE OF LIGHTS	<u>(7) - 2500L 50W LED (3000K) ACORN HEAD STREET LIGHTS ON 12' FLUTED FIBERGLASS POSTS</u>
CONNECTION FEE	<u>\$ Part of installation cost (To be paid by Green Land Trust, LTD.)</u>
INSTALLATION COST	<u>\$ 29,408.31 (To be paid by Green Land Trust, LTD.)</u>
MONTHLY OPERATING COST (Adjustable based on tariff / supplier rates)	<u>\$ 136.29 (Add to Account: 110171529677 Premise: 5001718350)</u>

AUTHORIZATIONS: City of Green

On behalf of City of Green, I hereby authorize Ohio Edison to bill the above mentioned political entity for the operating costs of this street lighting installation. Also, I agree that the above mentioned political entity be responsible for these charges, even if a third party agrees to pay for certain charges.

Street lighting district City of Green – LED Street Lights.

Your Name (Please Print)

Title

Signature X

Date X

AUTHORIZATIONS: Green Land Trust, LTD.

On behalf of Green Land Trust, LTD., I hereby agree that the above mentioned entity will pay, on behalf of the above mentioned political entity, the installation cost and connection fee of this street lighting.

Robert DeHoff

Your Name (Please Print)

member

Title

[Signature]

Signature X

4/21/2025

Date X

Please return completed form to: Ohio Edison Company
282 State Route 43
Hartville, OH 44632
Attn: Earl W. Clevenger


The Ohio Edison Company

CUSTOMER WORK APPROVAL AND PAYMENT DESIGNATION - Ohio NON-Line Extension

FORM 1038.1 (REV. 01-17)

CUSTOMER INFORMATION: (Please Print)			
CUSTOMER NAME GREEN LAND TRUST LTD		ACCOUNT NO	
SERVICE ADDRESS / WORK LOCATION SPRING HILL VILLAS - CITY OF GREEN		SUITE NO	CUSTOMER PHONE (330) 327-5643
CITY UNIONTOWN	STATE OH	ZIP CODE 44685	CUSTOMER PHONE (ALT)
MAILING ADDRESS 821 S MAIN ST			
CITY NORTH CANTON	STATE OH	ZIP CODE 44720	
<p>I request to have the Ohio Edison Company perform the work described below at the above address. I agree that final scheduling of this work will not begin until payment of the agreed price below is received by the Ohio Edison Company. I understand that quoted prices remain in effect for only 90 days. In Jobbing and Contracting related work I understand that other providers are available to perform this work. The regulated services I currently receive from the Ohio Edison Company will not be impacted in any way regardless of the provider I select to do this work. This is not a invoice.</p>			
CUSTOMER NAME (Or DBA/INC) PRINT:		CUSTOMER NAME (Or DBA/INC) SIGN:	
IF COMMERCIAL OR INDUSTRIAL CUSTOMER - SIGNED'S TITLE IN THE COMPANY			DATE

If there are any questions concerning this work please call the Ohio Edison Company at 1-800-633-4766.

FOR THE Ohio Edison Company USE ONLY				
CREWS WORK REQUEST NO	CODE	BILLABLE ID	WORK DESCRIPTION	PRICE
63758608	ATC	A	INSTALL (7) - 2500L 50W LED (3000K) LARGE ACORN HEAD STREET LIGHTS ON 12' FLUTED FIBERGLASS POSTS, FOR SPRING HILL VILLAS IN THE CITY OF GREEN. INSTALL ON GREAT WINDSOR LN AND COLESBOURNE CIR	\$ 29,408.31
Total Federal Income Tax:				
Total State Tax:				
Total Sales Tax:				
Total to be Billed: \$				29,408.31
REMARKS: Costs must be paid prior to work being scheduled along with "Street Lighting Request - Information Agreement" approved by the City of Green and developer .				
Ohio Edison Company REPRESENTATIVE (Print) Earl W. Clevenger			Ohio Edison Company REPRESENTATIVE (Signature) 	
<div style="display: flex; justify-content: space-between; align-items: center;"> <div>Do Not Send Payment. Invoice will be mailed to address indicated.</div> <div>e- frankfarms@ssnet.com</div> </div>				

TERMS AND CONDITIONS

INITIAL

RJD

DATE

4/21/25

Ohio Edison Company ("IC") and Owner agree the terms and conditions herein shall constitute the complete and final agreement between the parties, superseding all other agreements, written or oral. These terms and conditions may not be modified hereafter except by written agreement of IC.

BILLING AND PAYMENT

In the event that IC performs the agreed to work prior to payment, IC will invoice Owner for the work performed pursuant to this Agreement. Payment shall be made to IC upon Owner's receipt of invoice. All invoices past due thirty (30) days or more shall be charged the lesser of one and one-half percent (1 1/2%) per month or the maximum rate of interest allowable by law. Owner agrees to reimburse IC in full for all costs of collection, including attorney fees, incurred or paid by IC in connection with collecting, or attempting to collect, any amounts due under this Agreement.

WARRANTY

For a period of one hundred eighty (180) days from the in service date of the equipment and materials, IC agrees to remedy by repair or replacement at its sole option, the failure of equipment and materials which is caused by defects in workmanship of IC. EXCEPT AS STATED ABOVE, EDISON EXPRESSLY EXCLUDES, AND OWNER HEREBY WAIVES, ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

INDEMNIFICATION

Owner agrees for itself, its successors and assigns, to defend, indemnify and save IC, its successors and assigns, harmless from all claims, demands, damages, losses, judgments, actions or causes of actions, costs or expenses, including litigation expenses and legal fees, in connection therewith or related thereto, including lack of authority to enter into this Agreement, asserted by or for any person or persons for personal injuries, death, or property damage caused by, arising out of, or in any way related to the work performed by IC under this Agreement, unless initiated or proximately caused by the sole negligence of IC. Notwithstanding the foregoing, IC shall have no responsibility to the Owner or third parties if the work scope as defined by Owner violates the rights of or causes damage to any third party or governmental authority.

LIMITATION OF LIABILITY

Neither IC, its affiliated companies, its subcontractors, nor its employees shall be liable for loss of anticipated profits, loss by reason of plant or other facility shutdown, non-operation or increased expense of operation, service interruption, claims of Owner's customers, subcontractors, vendors or suppliers, cost of money, loss of use of capital or revenue arising out of IC's work or out of or in connection with Owner's use, or inability to use, the facilities, or for any special, incidental or consequential damages of any nature, arising at any time or from any cause whatsoever.

FORCE MAJEURE

Neither party shall be liable to the other for any expenses, loss or damage resulting from delays or prevention of performance arising from causes beyond its reasonable control caused by fire, flood, accident, strike, civil commotion, governmental or military authority, insurrection, riots, embargoes, unavoidable delays in transportation, acts of God, or public enemy.

ASSIGNMENT

This Agreement shall be binding upon and insure to the benefit of the parties hereof, their successors and assigns. Owner, however, shall not assign to any other person or association not affiliated with Owner any rights or privileges hereby granted, or authorize any person or association not affiliated with Owner the exercise of any rights or privileges herein provided for, without the written consent of IC.

ARBITRATION

Any question in dispute between the parties arising out of the Agreement (except any claim for damages because of bodily injuries, including death at any time resulting there from, except for any claim for damages because of injuries to or destruction of property and, except for major breach or repudiation with respect to this Agreement) which is not amicably settled shall be submitted to final and binding arbitration. Such arbitration shall be conducted in Akron, Ohio, before an arbitrator mutually acceptable to the parties; provided, however, that should the parties be unable to agree, the arbitrator shall be selected by the presiding Judge of the Court of Common Pleas of Summit County, Ohio. The request for arbitration shall be in writing setting forth the claim or claims to be arbitrated and the remedy sought. It shall be delivered to the other party within 90 days of the occurrence giving rise to the dispute. Any failure to request arbitration within such 90-day period shall be deemed a waiver of the right to arbitrate the claim upon which the dispute is based.

SUBCONTRACTING

NON-WAIVER

IC and Owner will comply with all applicable Federal, State, and Local statutes, ordinances, rules, and regulations. Other providers are available to perform this work. The services you receive from Ohio Edison will not be impacted in any way regardless of the provider you select to do this work.

NON-WAIVER

The failure of either party to insist or enforce in any instance strict performance of any of the terms hereof or to exercise any of its rights herein shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms on any future occasion.

APPLICABLE LAW

This Agreement shall be governed in all respects by the laws of the State of Ohio and only the Courts of Ohio, or Federal Courts in Ohio shall have jurisdiction.