



December 13, 2019

Erie County  
Reed Braman – Director of Energy Development  
95 Franklin Street, 1400  
Buffalo, New York 14202

Re: Light Emitting Diode Cobra Head Street Light Conversion Letter Agreement

Dear Mr. Braman:

This letter agreement (the “Agreement”) effective as of the 13<sup>th</sup> day of December, 2019, shall be a binding agreement between New York State Electric & Gas Corporation (“NYSEG” or “Company”) and Erie County (“Customer”), upon execution by an authorized representative of Customer and its return to Company.

1. Customer requested Company to replace the existing Company owned Cobra Head style street light (“Non-LED”) fixtures in Erie County with Light Emitting Diode Cobra Head street lights (“LED”) fixtures. The existing Non-LED fixtures to be replaced are served pursuant to Company’s PSC No. 121 – Schedule for Electric Service Street Lighting (“PSC No. 121”) – Service Classification No. 3 – Standard Street Lighting Service – Available for Existing and New Standard Facilities, and Limited Contiguous Expansion tariff, as may be amended from time to time (“SC No. 3”). The LED fixtures to be installed will also be served pursuant to SC No. 3. Company agrees to perform such removal and installation, subject to the terms and conditions of this Agreement.

2. Customer agrees to pay Company for the unexpired life of the existing Company owned Non-LED fixtures when invoiced by the Company. Company and Customer agree the unexpired life value of the Non-LED fixtures to be replaced is Two Thousand Ninety Six and 20/100 Dollars U.S. (\$2,096.20).

3. Schedule A attached hereto illustrates the LED lumen equivalent for LED fixtures available pursuant to SC No. 3 with the corresponding comparable existing Non-LED fixture. Schedule B attached hereto represents the Non-LED fixtures Customer requests to be replaced with the relevant LED fixture information concerning wattage selection and the Correlated Color Temperature (in Kelvin) (“CCT”).

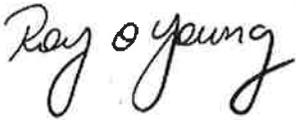
4. The rate applicable for service for the LED fixtures will be pursuant to SC No. 3.

5. Customer acknowledges and agrees that if Customer desires to remove, modify or replace the LED fixtures installed by Company for any reason, including but not limited to wattage or lumen reduction/increase, removal of light or change of CCT, such removal, modification or replacement shall be at the Customer's sole cost and performed by the Company in accordance with its PSC No. 121. The Company shall invoice Customer for the actual resulting costs and Customer agrees to pay such invoice within thirty (30) days of receipt.

6. Company will use reasonable utility standard practices in the implementation of work zone traffic control. If the location of the Non-LED fixture requires special work zone traffic control, as required by the Customer or other governing agency, to install the LED fixture, the Company shall invoice Customer for the actual costs and Customer agrees to pay such invoice within thirty (30) days of receipt.

If Customer is in agreement with the terms of this Agreement and wishes to proceed with the replacement of the Non-LED fixtures with the Customer requested LED fixtures described hereto, please indicate the Customer's agreement with a signature, as indicated below, from a duly authorized representative of Customer.

**New York State Electric & Gas Corporation**

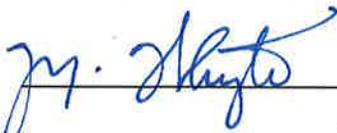


Roy O. Young  
Customer Services - Programs & Products

ACCEPTED:

**Erie County**

By (print): MARIA WHYTE

Name(sign): 

Title: DEPUTY COUNTY EXECUTIVE Duly Authorized

Date: 1/22/20