

CITY OF AURORA, ILLINOIS SERVICES AGREEMENT

THIS AGREEMENT, is entered on the Effective Date between the City of Aurora, Illinois (“City”) an Illinois home rule municipal corporation, with its office of City Clerk located at 44 E Downer Place, Aurora, Illinois and the Contractor, for the Services herein described. The terms “Effective Date,” “Contractor,” and “Services” shall be defined as set forth in Exhibit A.

1. **Scope of Services.** The Contractor shall perform the Services set forth in Exhibit A and any attachments thereto. The Services described herein are provided subject to the terms of the Revised Master Agreement between City of Aurora and OnLight Aurora dated October 30, 2015.

2. **Term.** The term of this Agreement shall be as set forth in Exhibit A. If provided in Exhibit A, the Agreement shall renew without further action by the Parties as set forth in therein, provided that the City Council of the City has budgeted funds for the services contemplated by this Agreement.

3. **Standard of Performance.** Contractor shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Contractor shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Contractor shall ensure that Contractor and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with applicable federal, state, and local laws, regulations or ordinances; and (iv) strictly conform to the terms of this Agreement. Contractor shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Contractor or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Contractor from the responsibilities set forth herein.

5. **Payment.** Contractor shall invoice the City for its Services rendered in the amount and with the frequency set forth in Exhibit A and Exhibit C. Upon receipt, the City shall review and process such invoices for payment in accordance with the procedures and the time limitations provided by the Local Government Prompt Payment Act. Approved but unpaid amounts shall accrue interest and penalties in the amount and to the extent authorized the Act.

6. **Termination.**

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Contractor with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Contractor

only for services performed up the date of termination. After the termination date, Contractor has no further contractual claim against the City based upon this Agreement and any payment so made to the Contractor upon termination shall be in full satisfaction for Services rendered. Contractor shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Indemnification and Insurance

- (a) **Insurance.** The Contractor shall provide to the City evidence that it has obtained and maintains the insurance coverages set forth in Exhibit B. In all cases, the Contractor shall provide the City with a certificate naming the City as an additional insured party and shall not cancel such insurance without prior notice to the City.
- (b) **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, and employees from and against all claims, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees arising from or out of Contractor's performance of its obligations under this Agreement, including specifically those brought by third parties.
- (c) **Non-Wavier.** Neither by the insurance or indemnifications requirements of this Agreement does the City waive any privilege, defense, or immunity, which may be available to it, its elected officials, officers, or employees by law, including, but not limited to those set forth in the Local Governmental and Governmental Employees Tort Immunity Act.

8. Miscellaneous Provisions.

a. **Illinois Freedom of Information Act.** The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. **Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. **Consents and Approvals.** The Parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

e. Jurisdiction and Venue. The Parties agree that in the event of litigation arising from this Agreement, the exclusive venue for the adjudication of such disputes shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County and that the Illinois law shall apply to such disputes without regard to its choice of law principles.

f. Construction of Contract Provisions. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

Date: _____

FOR: CITY OF AURORA, ILLINOIS

By: _____

Jolene Coulter

Director of Purchasing

FOR: CONTRACTOR

By: _____

Print: _____

Title: _____

**EXHIBIT A
CITY OF AURORA, ILLINOIS
SERVICES AGREEMENT**

Contractor Information (“Contractor”)	
Legal Name:	On Light L3C
Type of Entity:	<input type="checkbox"/> Illinois Business Corporation <input type="checkbox"/> Illinois Not-For Profit Corporation <input checked="" type="checkbox"/> Illinois Limited Liability Company or Limited Partnership <input type="checkbox"/> Partnership or Solo Proprietorship <input type="checkbox"/> Other. Organized under the laws of the State of _____, and authorized to do business in Illinois.
Address:	44 E Downer Pl., Aurora, IL 60507
Email	support@onlightaurora.com
Phone	(630) 256-4620

Contract Term Information	
Effective Date:	November 1, 2025
Term:	Ending the later of (a) twenty-four (24) months from the date Services commence for the last Dwelling listed in Section 7 of the Scope of Work, or; (b) December 31, 2029
Renewal Period:	No Renewals are Authorized

Payment Terms	
<input type="checkbox"/> Daily	The City shall compensate the Contractor on an hourly daily basis at the rate of \$100.00 per hour.
<input type="checkbox"/> Monthly	The City shall compensate the Contractor on a monthly basis at the rate of \$ _____ per calendar month.
<input type="checkbox"/> Total	The total compensation of the Contractor under this Agreement shall be \$ _____.
<input type="checkbox"/> Other	<input checked="" type="checkbox"/> See Exhibit C (“Compensation”)

Expenses	
<input type="checkbox"/> Authorized	The City shall reimburse the Contractor for its ordinary and customary expenses incurred in the performance of the Services under this Agreement.
<input type="checkbox"/> Not Authorized	<input checked="" type="checkbox"/> The Contractor is responsible for its ordinary and customary expenses incurred in the performance of the Services under this Agreement.

Scope of Work

1. Definitions

“**Master Agreement**” means the Revised Master Agreement between City of Aurora and OnLight Aurora dated October 30, 2015. “**City**” means the City of Aurora. “**OnLight**” means OnLight L3C, a subsidiary of OnLight Aurora. “**OLT**” means the optical line terminal supplied by OnLight, the “**Headend**”. “**ONT**” means the optical network terminal supplied by OnLight. “**HPA**” means a Homeowner Participation Agreement sufficient to authorize access and installation with a homeowner or temporary show-home site operator, serving as an End User Agreement. “**Headend Site**” means the OnLight network site designated for Headend deployment (anticipated Aurora City Hall). “**Feeder**” means the single-mode fibers from the Headend Site to the Neighborhood entrance. “**Neighborhood**” means the Habitat for Humanity Green Freedom subdivision located at 1921 Jericho Rd. “**Dwelling**” means a residential home or temporary show-home site located in the Neighborhood identified in Section 7. “**Passive ODN**” means the passive optical distribution network within the Neighborhood (backbone cable, handholes/flowerpots/pedestals, connectorized PLC splitters/terminals, splicing and laterals). “**Lateral**” has the meaning in the Master Agreement and includes the **Service Drop** from the nearest splitter/terminal on the Passive ODN to a Dwelling demarcation point; a Lateral is part of the Passive ODN.

Headend Commissioning means deployment and testing of the Headend/OLT. **Lateral Commissioning** means deployment and testing of the Lateral to a specific dwelling. **Dwelling Activation** means the deployment and testing of an ONT and internet service to a specific dwelling.

Per Master Agreement Section 16, the Feeder, Passive ODN, and all Laterals/Service Drops are City property. Per Master Agreement Section 15, the OLT and ONTs are OnLight property unless transferred under that section.

2. City Responsibilities

City furnishes, installs, and tests: two Feeder fibers and the Passive ODN, excluding all Laterals.

City provides rack space and power at the Headend Site.

City issues notices to proceed for (1) Headend Commissioning, (2) per-dwelling Lateral Commissioning, and (3) per-dwelling Dwelling Activation.

3. OnLight Responsibilities

OnLight shall furnish, install, and test the Laterals that connect each dwelling to the Passive ODN.

OnLight shall furnish, install, test, and maintain an OLT with at least one uplink toward the OnLight core network. OnLight shall configure the OLT and OnLight network equipment and software to enable integration with the Passive ODN and with the ONTs.

OnLight shall execute an HPA with the responsible party for each dwelling that defines the service that OnLight will provide.

For each dwelling with an active HPA, OnLight shall furnish, install, and maintain one ONT. OnLight shall configure IP addressing, routing, and Internet access to the ONT demarcation point. OnLight shall provide best-effort up to 500 Mbps symmetric Internet service per active dwelling.

4. Testing

Headend Commissioning testing passes when the OLT is operational; uplink established to OnLight core; management reachable; alarms clear; subscriber edge functions active. OnLight will produce a one-time Headend Commissioning test result report.

Lateral Commissioning testing passes when testing standards defined in the Master Agreement have been completed. OnLight will produce a per-dwelling Lateral Commissioning test result report.

Dwelling Activation testing passes when the ONT is registered and authenticated; and sustained 500 Mbps downstream and 500 Mbps upstream for at least 60 seconds to an OnLight-provided test host (or functionally equivalent method). OnLight will produce a per-dwelling Dwelling Activation test result report.

The City will accept or reject OnLight-provided Headend Commissioning, Lateral Commissioning, and Dwelling Activation test reports within 15 days after report. Upon rejection of a test report, OnLight will cure OnLight-caused deficiencies and re-submit a test report.

5. Maintenance

City maintains Feeder fibers, Passive ODN, and Laterals after acceptance of OnLight's installation.

OnLight's support boundary ends at the ONT ethernet handoff. Other parties (not the City or OnLight) will furnish and support in-home routers, switches, and Wi-Fi. OnLight verifies basic connectivity at activation; no in-home IT services are included.

OnLight will use best efforts consistent with the Agreement's Standard of Performance to operate and maintain the OLT and ONTs. OnLight will maintain the OLT and ONTs that it supplies and operates, subject to provisions specified in HPAs.

6. Schedule

The Headend Commissioning is completed within 45 days after City notice to proceed.

A Lateral Commissioning is completed within 15 days after City notice to proceed for a specific dwelling. The City's notice to proceed may define a completion timeframe that differs from the default of 15 days.

A Dwelling Activation is completed within 15 days after both City notice to proceed for a specific dwelling and OnLight's completion of the HPA for that dwelling. The City's notice to proceed may define a completion timeframe that differs from the default of 15 days.

7. Dwellings

- Lot 1 - 816 Garden Rd
- Lot 2 - 824 Garden Rd
- Lot 3 - 832 Garden Rd
- Lot 4 - 840 Garden Rd
- Lot 5 - 848 Garden Rd
- Lot 6 - 856 Garden Rd
- Lot 7 - 864 Garden Rd
- Lot 8 - 872 Garden Rd
- Lot 9 - 880 Garden Rd
- Lot 10 - 888 Garden Rd
- Lot 11 - 896 Garden Rd
- Lot 12 - 895 Garden Rd
- Lot 13 - 887 Garden Rd
- Lot 14 - 879 Garden Rd
- Lot 15 - 871 Garden Rd
- Lot 16 - 863 Garden Rd
- Lot 17 - 855 Garden Rd

8. Relationship with Nicor

City and OnLight will cooperate in good faith to avoid interruption of services. If OnLight becomes unable to perform, City may designate a replacement service provider and OnLight shall reasonably cooperate, at City cost if any, to transition services and provide current configurations, inventories, and run-books necessary for continuity. If OnLight becomes unable to perform or if this Agreement is terminated, City shall send a courtesy copy of any notice issued to or received from OnLight to Nicor Gas.

Any notices to Nicor Gas shall be sent by US Mail or a recognized national delivery company (e.g. UPS or FedEx) to: Nicor Gas, ATTN: V.P. Business & Community Development, 1844 Ferry Road, Naperville, IL 60563.

For avoidance of doubt, nothing in this agreement confers third-party beneficiary status on any person or entity; Master Agreement section 25(b) remains in full force.

EXHIBIT B

INSURANCE REQUIREMENTS

The Contractor, at its own expense, shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Contractor's operations.

The Contractor shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City.

This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail ten (10) days written notice to the certificate holder named to the left."

If requested, the awardee of this proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

(1) Worker's Compensation Insurance - Statutory amount.

(2) General Liability Insurance:

(a) \$1,000,000 per occurrence and \$2,000,000 general aggregate

(b) \$500,000 per occurrence for Property Damage

(c) \$1,000,000 per occurrence for Personal Injury

(3) Auto Liability Insurance:

(a) Bodily injury with limits not less than \$1,000,000

(b) Property damage with limits not less than \$500,000

(4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Contractor shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. The Contractor shall pay all insurance premiums without cost to the City.

EXHIBIT C

COMPENSATION

1. Unit Rates and Invoicing

Headend Commissioning (one-time lump sum): \$10,500.00. 50% invoiced at City notice to proceed, 50% invoiced at City acceptance of Headend Commissioning test results report.

Lateral Commissioning (per dwelling): \$1,700.00 per dwelling. Invoiced at City acceptance of Lateral Commissioning test results report.

Dwelling Activation (per dwelling): \$850.00 per dwelling. Invoiced at City acceptance of Dwelling Activation test results report.

Monthly Internet Service (per active dwelling per month): \$50.00 per month per dwelling. Monthly invoicing begins at City's acceptance of Dwelling Activation test results report; prorated to month-end; billed monthly on 1st of each month thereafter.

2. Not-to-Exceed

Total compensation under this Exhibit shall not exceed \$90,000 without a signed change order.

3. Funding Sponsor Direction

At City's written direction, OnLight shall invoice and accept payment from a City-designated Funding Sponsor (e.g. Nicor Gas) prospectively. Such direction does not create contractual rights for the Funding Sponsor and does not expand City obligations beyond appropriation.

4. Illustrative Roll-Out

The following schedule is illustrative only and does not create a milestone or payment commitment. The schedule is based on the home construction timeline most recently available. The schedule anticipates that Lateral Commissioning for a dwelling will occur six months prior to the Dwelling Activation for that dwelling.

Month	Year	Headend Commissioning Cost	Number of Lateral Commissionings	Cost of Lateral Commissionings	Number of Dwelling Activations	Cost of Dwelling Activations	Number of Active Dwellings	Cost of Internet Service	Monthly Cost (Sum)	Cumulative Cost (For year)	Cumulative Cost (all years)
November	2025	\$10,500	6	\$10,200	1	\$850	1	\$50	\$21,600	\$21,600	\$21,600
December	2025	\$-	0	\$-	0	\$-	1	\$50	\$50	\$21,650	\$21,650

January	2026	\$-	1	\$1,700	0	\$-	1	\$50	\$1,750	\$1,750	\$23,400
February	2026	\$-	1	\$1,700	2	\$1,700	3	\$150	\$3,550	\$5,300	\$26,950
March	2026	\$-	1	\$1,700	3	\$2,550	6	\$300	\$4,550	\$9,850	\$31,500
April	2026	\$-	1	\$1,700	0	\$-	6	\$300	\$2,000	\$11,850	\$33,500
May	2026	\$-	1	\$1,700	0	\$-	6	\$300	\$2,000	\$13,850	\$35,500
June	2026	\$-	1	\$1,700	0	\$-	6	\$300	\$2,000	\$15,850	\$37,500
July	2026	\$-	0	\$-	1	\$850	7	\$350	\$1,200	\$17,050	\$38,700
August	2026	\$-	0	\$-	1	\$850	8	\$400	\$1,250	\$18,300	\$39,950
September	2026	\$-	0	\$-	1	\$850	9	\$450	\$1,300	\$19,600	\$41,250
October	2026	\$-	0	\$-	1	\$850	10	\$500	\$1,350	\$20,950	\$42,600
November	2026	\$-	0	\$-	1	\$850	11	\$550	\$1,400	\$22,350	\$44,000
December	2026	\$-	0	\$-	1	\$850	12	\$600	\$1,450	\$23,800	\$45,450
January	2027	\$-	1	\$1,700	0	\$-	12	\$600	\$2,300	\$2,300	\$47,750
February	2027	\$-	1	\$1,700	0	\$-	12	\$600	\$2,300	\$4,600	\$50,050
March	2027	\$-	1	\$1,700	0	\$-	12	\$600	\$2,300	\$6,900	\$52,350

April	2027	\$-	1	\$1,700	0	\$-	12	\$600	\$2,300	\$9,200	\$54,650
May	2027	\$-	1	\$1,700	0	\$-	12	\$600	\$2,300	\$11,500	\$56,950
June	2027	\$-	0	\$-	0	\$-	12	\$600	\$600	\$12,100	\$57,550
July	2027	\$-	0	\$-	1	\$850	13	\$650	\$1,500	\$13,600	\$59,050
August	2027	\$-	0	\$-	1	\$850	14	\$700	\$1,550	\$15,150	\$60,600
September	2027	\$-	0	\$-	0	\$-	14	\$700	\$700	\$15,850	\$61,300
October	2027	\$-	0	\$-	1	\$850	15	\$750	\$1,600	\$17,450	\$62,900
November	2027	\$-	0	\$-	1	\$850	16	\$800	\$1,650	\$19,100	\$64,550
December	2027	\$-	0	\$-	1	\$850	17	\$850	\$1,700	\$20,800	\$66,250
January	2028	\$-	0	\$-	0	\$-	17	\$850	\$850	\$850	\$67,100
February	2028	\$-	0	\$-	0	\$-	17	\$850	\$850	\$1,700	\$67,950
March	2028	\$-	0	\$-	0	\$-	17	\$850	\$850	\$2,550	\$68,800
April	2028	\$-	0	\$-	0	\$-	17	\$850	\$850	\$3,400	\$69,650
May	2028	\$-	0	\$-	0	\$-	17	\$850	\$850	\$4,250	\$70,500
June	2028	\$-	0	\$-	0	\$-	17	\$850	\$850	\$5,100	\$71,350
July	2028	\$-	0	\$-	0	\$-	17	\$850	\$850	\$5,950	\$72,200
August	2028	\$-	0	\$-	0	\$-	17	\$850	\$850	\$6,800	\$73,050
September	2028	\$-	0	\$-	0	\$-	17	\$850	\$850	\$7,650	\$73,900
October	2028	\$-	0	\$-	0	\$-	17	\$850	\$850	\$8,500	\$74,750
November	2028	\$-	0	\$-	0	\$-	17	\$850	\$850	\$9,350	\$75,600
December	2028	\$-	0	\$-	0	\$-	17	\$850	\$850	\$10,200	\$76,450
January	2029	\$-	0	\$-	0	\$-	17	\$850	\$850	\$850	\$77,300

February	2029	\$-	0	\$-	0	\$-	17	\$850	\$850	\$1,700	\$78,150
March	2029	\$-	0	\$-	0	\$-	17	\$850	\$850	\$2,550	\$79,000
April	2029	\$-	0	\$-	0	\$-	17	\$850	\$850	\$3,400	\$79,850
May	2029	\$-	0	\$-	0	\$-	17	\$850	\$850	\$4,250	\$80,700
June	2029	\$-	0	\$-	0	\$-	17	\$850	\$850	\$5,100	\$81,550
July	2029	\$-	0	\$-	0	\$-	17	\$850	\$850	\$5,950	\$82,400
August	2029	\$-	0	\$-	0	\$-	17	\$850	\$850	\$6,800	\$83,250
September	2029	\$-	0	\$-	0	\$-	17	\$850	\$850	\$7,650	\$84,100
October	2029	\$-	0	\$-	0	\$-	17	\$850	\$850	\$8,500	\$84,950
November	2029	\$-	0	\$-	0	\$-	17	\$850	\$850	\$9,350	\$85,800
December	2029	\$-	0	\$-	0	\$-	17	\$850	\$850	\$10,200	\$86,650