



Residential Street Lighting Procedure

REVISED: July, 2008

<p>Includes: Installation Procedure Agreement</p>

PROCEDURE FOR INSTALLING STREET LIGHTING

It is current City practice that the Homeowners Associations or groups of residents are responsible for the energy costs associated with residential street lighting. This is overhead street lighting installed at their request, at the subdivision entrance or internal to the subdivision. The following information has been assembled to provide guidance to groups requesting street lighting:



- ___ 1 If there is interest in having street lighting installed, the Subdivision's Homeowners Association (or an individual representing a group of residents within a specific area) must contact the City's Traffic Engineer at (248) 871-2560. From that contact a field meeting will be setup with a Detroit Edison representative to determine the type of lighting to be installed (i.e. standard overhead lighting or ornamental) and the proposed location(s).
- ___ 2 Based on the discussions from the field meeting Detroit Edison will design the project, develop a project cost estimate and calculate the cost of any advanced contributions necessary. This information is returned to the City Engineering Division for further processing.
- ___ 3 The Homeowners Association or group representative will be contacted by the City to convey the Detroit Edison's cost estimates and design.
- ___ 4 Should the Association or group decide to proceed with the street lighting project, they must submit a **written notice to proceed** and a **completed Street Lighting Agreement** (copy attached) submit to the City Clerk's Office. This must be accompanied by a **check covering any advanced contribution cost and the escrow fee** for years four and five, if required (i.e. should the street lighting request be for ornamental type lighting, a fee equivalent to two years energy charges is required. This fee is held in an escrow account by the City and used for the fourth and fifth years' annual fees, thus ensuring the light(s) will remain in place for a minimum of five years).
- ___ 5 Once the City Clerk's Office has received the requisite money and Agreement described above, the City's Finance Department will submit a purchase order and a written notice to proceed to the Detroit Edison Company and the light(s) will be installed. **Installation takes a minimum 6 (six) weeks from this point.**
- ___ 6 Monthly, the City receives and pays the energy invoices from Detroit Edison for the particular streetlights. Then, annually, the City bills the Association or group representative for 12 months of energy charges.

CITY OF FARMINGTON HILLS
STREET LIGHTING AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 200__ by and between _____ hereinafter

(Subdivision)

referred to as "Subdivision," and the CITY OF FARMINGTON HILLS, a Michigan Municipal Corporation, 31555 Eleven Mile Road, Farmington Hills, Michigan 48336, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the Subdivision has requested additional street lighting; and

WHEREAS, the City has agreed to contract with Detroit Edison for such lighting, provided that the Subdivision pays all costs incurred by the City therefore; and

WHEREAS, the Subdivision has agreed to pay all such costs, including design, installation, energy, inspection, maintenance, repair and replacement costs;

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES:

1. The City shall contract with Detroit Edison to design the project and install street lighting in the following locations:

If any of the locations described above are not within a publicly-owned right-of-way, the Subdivision shall grant to Detroit Edison, or shall acquire for the benefit of Detroit Edison, an easement to access and enter upon such locations for purposes of installing, inspecting, maintaining, repairing and replacing the street lighting. Such easement may be provided in the Subdivision's deed restrictions or master deed, and shall be in a form and manner satisfactory to and approved by Detroit Edison and the City.

2. The Subdivision shall pay all costs incurred by the City in connection with the street lighting, including design, installation, energy, replacement, repair, inspection, maintenance and administration costs.
3. The Subdivision shall pay to the City all design and installation charges, including any advanced contributions required by Detroit Edison, within thirty (30) days of the City's presentation of any and all invoices for same. In the event the Subdivision requests ornamental type lighting, the Subdivision's payment to the City of an additional fee equivalent to two years of energy charges shall also be required, which fee shall be held in an escrow account by the City and applied to the fourth and fifth year's annual charges in order to ensure that the proposed ornamental lighting will remain in place for a minimum of five years.

4. The estimated charges for the ongoing energy, replacement, repair, inspection, maintenance and administration of the street lights will be billed to the Subdivision every twelve (12) months, and the Subdivision shall pay such billing within thirty (30) days of the date of the bill. In the event charges of any kind are incurred in excess of the estimated amount during the course of the year, the City may send additional bills for the additional amounts incurred at any time and the Subdivision shall pay any such billing within thirty (30) days of the date of the bill.

5. Except for paying to Detroit Edison the costs of, and contracting with Detroit Edison for the design, installation, energy, inspection, maintenance, repair and replacement of the street lighting as stated in this Agreement, the City shall have no other or further responsibility of any kind whatsoever relating to the street lighting or liability to Detroit Edison for the costs thereof.

6. The Subdivision agrees to release the City and its officers, officials and employees (referred to collectively in the balance of this paragraph as the "City") from any and all liability, damages, claims and causes of action for any injury, loss of property, trespass, damage to property or loss of life that arise from, as a result of, or in connection with the street lighting described in this agreement and any related equipment and facilities. The Subdivision further agrees to protect and indemnify the City, and hold the City harmless, from and against any and all liability, damages, claims and causes of action for any injury, damage, loss of property, trespass, damage to property or loss of life that arise from, as a result of, or in connection with the street lighting described in this agreement and any related equipment and facilities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date above written.

CITY OF FARMINGTON HILLS

By: _____
 City Clerk

 (Subdivision Association)

By: _____

Its: _____

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