

## STREETLIGHT INSTALLATION CONTRACT

Comes now the City of Greenfield Power and Light Department, hereinafter referred to as "GPL", and \_\_\_\_\_, as Developer and/or Contractor, hereinafter referred to as "Developer", and enter into the following agreement regarding the installation of street lighting required by the Code of Ordinances of the City of Greenfield, Indiana.

WHEREAS, Developer has obtained approval through the Greenfield Plan Commission for a residential subdivision within the incorporated limits of the City of Greenfield, Indiana; and

WHEREAS, as a condition of approval for the platting of said residential subdivision, Developer is required to install and/or contract for and be financially responsible for the cost of installation of required street lighting within said subdivision; and

WHEREAS, Developer desires to retain the services of GPL to perform said services.

### BE IT NOW THEREFORE AGREED TO BY THE PARTIES AS FOLLOWS:

1. Developer shall provide GPL with drawings to scale of the approved residential development.
2. Developer shall inform GPL of their choice of the two different styles of pole and light fixtures to be provided by and installed by GPL at the same time Developer provides to GPL the drawings to scale of the approved residential development.
3. As soon as practical thereafter, GPL shall provide Developer with a lighting design deemed acceptable to GPL and consistent with the Code of Ordinances of Greenfield, Indiana, which design shall set forth the total quantity of poles, fixtures, and associated equipment, deemed appropriate lighting for the development in the sole discretion of GPL, as well as the cost thereof.
4. All such fixtures and equipment will consist of LED technology of proven reliability and energy efficiency in the sole discretion of GPL.
5. Within 30 days of receipt by Developer of the estimated cost to execute the design plan and prior to ordering and/or installing said lighting, Developer shall pay to GPL the entire estimated cost for all materials and labor, including, but not limited to, poles, fixtures, anchor bases and any other associated and/or necessary equipment to comply with the design created by GPL for the subject lighting.

6. Prior to GPL commencing the work associated with installation of the subject lighting, Developer shall have established final grade for each and every location where a streetlight is to be installed.

7. In exchange for payment by Developer of the sums as set forth above, GPL will be responsible for installing conduit, conductors, anchor bases, poles, fixtures, fusing, photo metrics, termination points and distribution feeds, as well as any and all other associated equipment necessarily associated with the installation of street lighting according to the GPL design plan and the labor cost associated therewith.

8. Upon performance of the above duties and obligations, GPL shall assume and be responsible for maintenance of the street lighting thereafter.

### NOTICES

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses or at such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the United States Postal Service if served by registered mail, or (c) the following day after being deposited with an overnight carrier:

Greenfield Power and Light  
333 S. Franklin St.  
Greenfield, IN 46140

Developer

### MODIFICATION OF AGREEMENT

Any amendment or modification to this Agreement, or additional obligation assumed by either Party in connection therewith, will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.

### ENTIRE AGREEMENT

It is agreed that there are no representations, warranties, or collateral agreements or conditions affecting this Agreement, except as expressly provided within this Agreement.

ENUREMENT

This Agreement will enure to the benefit of and be binding on the Parties and their respective administrators, officers, directors, employees, agents, and permitted successors and assigns.

GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

SEVERABILITY

In the event the name of the provisions of this Agreement are held to be invalid or unenforceable, in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

The waiver by either Party of any breach, default, delay or omission of any provision of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GREENFIELD POWER AND LIGHT

DEVELOPER

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_