

**MEMORANDUM OF UNDERSTANDING  
REGARDING  
STREET LIGHT INSTALLATION AND MAINTENANCE  
BETWEEN  
PRINCETON PUBLIC UTILITIES  
AND  
THE CITY OF PRINCETON, MINNESOTA**

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as “MOU”, is hereby made and entered effective the \_\_\_ day of \_\_\_\_\_, 202\_, by and between the City of Princeton, Minnesota, hereinafter referred to as the “City” and Princeton Public Utilities, hereinafter referred to as the “Utility”. Collectively known as “the Parties”.

***1.0 Purpose***

The purpose of the MOU is to address the material and labor costs associated with the installation and maintenance of streetlights located within the Utility’s electric service territory located within the jurisdictional boundaries of the City of Princeton, Minnesota.

***2.0 Definitions***

Streetlights are luminaries that are located along and primarily used to illuminate public roadways. Streetlights do not include lights used for security, to illuminate trails and walkways, parking lots, seasonal or ornamental lighting, or lights that are not owned and/or operated by the Parties.

***3.0 Responsibility of the Parties***

The City and the Utility shall work together to develop a Street Lighting Standard Manual to be shared with developers, contractors, and the public. This Manual will be the only approved streetlights that may be installed, operated, and maintained by the Parties. The manual shall, at a minimum, be reviewed every five years to ensure compliance with electrical codes, industry best practices, product availability, and material needs.

If the City installs, or allows to be installed, streetlight(s) that do not meet the Street Lighting Standard Manual without the written consent of the Utility, the Utility has no obligations to assume any liability and the City shall maintain ownership of the luminaire(s) and be responsible for all operation and maintenance costs.

***4.0 Responsibility of City***

The City shall be responsible for determining the location and output level of all City streetlights.

The City shall, in a timely manner, notify the Utility of street improvements, development projects, or rehabilitation projects being considered to provide adequate time for design and budgeting and will specify the number and location of streetlights to be provided.

The City, on its own, or through Development Agreements, shall be responsible for the cost to purchase and install all new streetlights.

### ***5.0 Responsibility of the Utility***

The Utility, as a contribution to the City, shall operate and maintain all streetlights in accordance with the original specification.

Streetlights shall be installed by the Utility or its agent, pursuant to the Utility's standards, as part of the Utility's process of providing electrical distribution services.

The Utility agrees to stock and maintain adequate street lighting replacement equipment and supplies.

Should any streetlight owned and operated by the Utility be damaged by a third-party, the Utility shall be responsible for repair and/or replacement as well as pursuing any and all claims against said third-party.

If a streetlight needs to be replaced, as agreed to by both parties, the Utility, as a contribution to the City, shall be responsible for all material and labor costs. The new streetlight must meet the specifications of the current Street Light Standards Manual and must take into consideration the style and look of the surrounding streetlights.

### ***6.0 Maintenance of Attachments to Streetlights***

The Utility will provide, as a contribution to the City, limited maintenance, installation, and removal of banners, flowers, hanging baskets or other attachments owned by the City.

### ***7.0 Illuminated Seasonal Lighting***

The Utility, as a contribution to the City, shall install illuminated seasonal decorations in November and provide for their removal in January.

The Utility shall store, maintain, and perform simple and general repairs on seasonal decorations. The Utility is not responsible for replacing decorations that are no longer functioning properly and cannot be repaired cost-effectively.

This MOU supersedes and replaces any and all previous streetlighting agreements.

### ***8.0 Tracking***

The Utility shall track all contributions of labor and material costs made throughout the year. The Utility shall provide the City with an annual report detailing these contributions.

**9.0 Terms**

This MOU is in effect until cancelled or terminated. Either party may cancel or terminate this MOU without cause by giving (30) calendar days written notice to the other party. Such notification shall state the effective date of termination or cancellation.

Any and all amendments must be made in writing and must be agreed to and executed by both Parties before becoming effective.

IN WITNESS WHEREOF, each of the Parties has caused this MOU to be executed by their duly authorized representatives:

PRINCETON PUBLIC  
UTILITIES COMMISSION

CITY OF PRINCETON,  
MINNESOTA

By \_\_\_\_\_  
xxx,  
Chair

By \_\_\_\_\_  
xxx,  
Mayor

By \_\_\_\_\_  
Keith R. Butcher,  
General Manager

By \_\_\_\_\_  
Michele McPherson,  
City Administrator