

STREET LIGHTING SERVICE LEVEL AGREEMENT No 1

MANAGEMENT AND MAINTENANCE AGREEMENT

BETWEEN THE

**COMMUNITIES AND ENVIRONMENT
DIRECTORATE**

(STREET LIGHTING/SIGNALS SECTION)

East Riding of Yorkshire Council

AND

Burton Agnes Parish Council

**STREET LIGHTING SERVICE LEVEL AGREEMENT NO 1.
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STREET LIGHTING SERVICE LEVEL AGREEMENT NO 1. MANAGEMENT AND MAINTENANCE AGREEMENT

1. INTRODUCTION

- 1.1. The East Riding of Yorkshire Council (The Council) provides a street lighting and traffic signals team which includes professionally qualified lighting and electrical engineers experienced in managing the councils lighting stock; currently some 40,000 street lights, lit traffic signs, traffic signals and sundry other highway power supplies.
- 1.2. These services are extended to local councils, offering the opportunity to take advantage of local expertise and gain the economies of scale that such a service can give.

2. SCOPE

- 2.1. This agreement sets out the extents of a management and maintenance service to be provided by the street lighting section to the appointing customer relating to those street lights in the ownership of the said customer.
- 2.2. The service does not absolve the customer of his ownership responsibilities and it will still be a requirement that the customer retains public liability insurance cover.
- 2.3. The agreement will run from the 1 April to the 31 March each year and annually thereafter unless terminated by either party. Agreements entered into part way through the year will run to 31 March and then annually thereafter, as stated above.
- 2.4. Agreement No 1 provides the following services:-
 - 2.4.1. Energy management and invoice payment,
 - 2.4.2. Safety checks and column replacement
 - 2.4.3. Electrical testing and certificate archiving
 - 2.4.4. Free design service for new installations.
 - 2.4.5. Fault repairs
 - 2.4.6. Emergency attendance and repair
 - 2.4.7. Management of insurance claims
 - 2.4.8. Cleaning and bulk lamp replacement
 - 2.4.9. Painting
 - 2.4.10. Access to professional advice and guidance.

3. CHARGES

- 3.1. In return for the services provided, the customer shall pay an annual fee. The fee shall be based on the number and type of street lights to be managed. Schedule 1 attached to the agreement shows the appropriate charge per unit and total cost payable.
- 3.2. The customer will be billed in October for the whole years' service, or part year for the first year, where the start date was later then the 1 April.

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- 3.3. Where changes in ownership or type of equipment alter the quantities used to make up the total charge, then an adjustment (up or down) will be made. No account will be taken of changes whose total affect is less then 5% of the total cost. Adjustments will be made to the nearest whole month.
- 3.4. A revised schedule No 1 shall be issued in April each year showing any changes to the quantities and types of equipment together with rates increased in line with inflation.

4. SERVICE SPECIFICATION

- 4.1. Energy charges will be billed through the councils competitive energy supply contract. These advantageous rates will be used for the customers lighting. Invoicing, payments and queries will be managed by the street lighting team.
- 4.2. Safety checks will be carried out on the customers' columns in line with our own standard checking procedures. Any columns found to be in a dangerous condition will be automatically made safe. The customer will then be notified of the problem and asked whether he wants the column replaced. This will incur an extra charge.
- 4.3. It is a requirement of the Health and Safety regulations that electrical equipment is subject to regular checks. We will include the customers' street lights in our own testing programme. This programme is based upon a six year cycle of testing and re-testing. Any resultant defects will be made good. Test certificates will be held with our records and be available for inspection. Copies will also be provided if required.
- 4.4. Should it be desirable to improve the level of lighting in a street lit by the customers lights, then a free design and site management service will be provided for up to the equivalent of two 'ten' column sites per annum. This is subject to the councils own installation team being employed to implement the work. (The cost of the equipment, installation and connection to the mains is not included in the service level charge)
- 4.5. The fault repair service includes a 24 hour reporting facility and a five day repair service (after notification of the fault). All faults are logged enabling a history of events to be maintained. Where the fault is identified to be in the supply authorities equipment (Northern Powergrid), then the issue will be pursued to a satisfactory conclusion.
- 4.6. Should the customers columns be knocked down or present a danger to the public in any other way, then the councils emergency response service will be invoked to make safe the installation within 2 hours.
- 4.7. Insurance claims relative to the street lights will be handled on behalf of the customer. (Such representation shall not relieve the 'owner' of their basic responsibility)

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- 4.8. Routine replacement of lamps will be managed in line with prevailing practice. The council's current practice is to bulk change its lamps every six years, dependant on type and the customers' lamps will be included in this programme, being attended to when the area is next scheduled for bulk replacement. At the same time, lanterns shall be cleaned.
- 4.9. Columns that have an existing coat of paint will be repainted as and when the livery becomes aesthetically unsatisfactory. Our current re-painting cycle varies between 6 and 8 years.
- 4.10. A nominated engineer will be assigned to the customer to provide a single point of contact. He will have all the resources of the team as back up to address any matters that may be raised.

5. HEALTH & SAFETY

- 5.1. Health and safety issues are of priority to the council and its staff. The nature of electricity in a harsh environment and open to the public ensure that strict practices are enforced. The following are a few of the regulations that apply:-
 - 5.1.1. BS 7671 (IEE Wiring Regulations)
 - 5.1.2. Health and Safety at Work Act 1974
 - 5.1.3. Electricity at work regulations 1989
 - 5.1.4. The Management of Health and Safety at Work Regulations 1992.
 - 5.1.5. The Construction (Design and Management) Regulations 1992
 - 5.1.6. The New Roads and Street Works Act 1991
- 5.2. The practices and procedures employed by the council to ensure compliance with the regulations will as a matter of course be employed for this service.

6. REPORTS

- 6.1. An annual report can be requested by the customer setting out what work has been done through the agreement for the customers information.

7. SCOPE EXTENSION

- 7.1. Individual customers may wish to add extra items to the agreement. This can be accommodated but will be subject to additional charges. Such additional work will need to be the subject of specific negotiations. Any agreed additions will be appended to this agreement as schedule 2.

Example: Floodlights.

8. TERMINATION

- 8.1. Termination of the agreement may be made by either party at the end of the financial year (April), subject to a minimum of one months prior notification.

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SIGNATURES

The parties to the agreement

The Customer:

Name:

Signature:

Date:

For: _____ Parish/Town Council

The Council:

Name: Adam Holmes, Interim Executive Director for Communities and Environment

Signature:

Date:

For: The East Riding of Yorkshire Council.

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SCHEDULE No 1.

Equipment Type and Quantity and Total Annual Charge

For equipment and quantity see attached schedule.