



CITY OF NOVI CITY COUNCIL
JANUARY 8, 2024

SUBJECT: Approval of a Street Lighting Purchase Agreement with Detroit Edison Company for the installation and ongoing operation cost of two (2) decorative streetlights located at each entrance of the Ballantyne subdivision and approval of an agreement with Pulte Homes of Michigan, LLC for the sharing of installation and ongoing operation costs per the City's Street Lighting Policy.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 6,826.66 (Installation costs paid by City)
	\$ 515.44 (Annual operating costs paid by City)
	\$ 7,342.10 TOTAL City share
	\$ 3,451.52 (HOA paid costs)
AMOUNT BUDGETED	\$ 7,701.00 Streetlight Installation
	\$ 180,000.00 Streetlight Operations
APPROPRIATION REQUIRED	\$
LINE ITEM NUMBER	101-441.10-924.051 Streetlight Installation
	101-441.20-924.000 Streetlight Operations

BACKGROUND INFORMATION:

The developer of Ballantyne, Pulte Homes of Michigan, is requesting the installation of two (2) decorative streetlights at each of the Ballantyne Subdivision entrances, one located at Eight Mile Road and the other located at Garfield Road.

The Resolution for Amended Street Lighting Policy adopted on September 24, 2012, states the City will provide one single, standard overhead streetlight in the public right-of-way at major road entrances of residential developments to enhance public safety up to 100 feet from an existing electrical conduit. The policy states the City will pay for the ongoing operation and energy costs for one streetlight at the entrance, and ongoing operation and energy costs for additional lighting will be paid by the Homeowners Association.

Engineering staff worked with DTE Energy (Detroit Edison Company) and Pulte Homes of Michigan to determine the appropriate location for each streetlight and obtained an estimate of the installation and ongoing operation cost for two (2) streetlights at each entrance.

In order to facilitate installation of the streetlights, DTE Energy is requesting approval and execution of the attached Purchase Agreement. The DTE Energy agreement requires the City to pay the total installation cost of **\$10,278.18** and an ongoing annual lamp charge of **\$515.44** for operation and maintenance of the streetlight. As with all other street light installations, the City requires payment by the applicant for all reimbursable charges and the City pays DTE Energy directly.

The following table summarizes the cost sharing for the requested streetlights:

Description	City Share	Developer/HOA Share	Total
Installation Costs	\$ 6,826.66	\$3451.52	\$ 10,278.18
Annual Operating Costs	\$ 515.44		\$ 515.44

A second agreement between the City and Pulte Homes of Michigan, LLC is also provided for consideration to formalize the cost sharing and payment arrangement for the installation and operation of the streetlight. Pulte Homes of Michigan, LLC has paid the City its portion of the installation costs.

The proposed street lighting agreements have been reviewed and recommended for approval by Engineering staff and the City Attorney (Beth Saarela, November 20, 2023).

RECOMMENDED ACTION: Approval of a Street Lighting Purchase Agreement with Detroit Edison Company for the installation and ongoing operation cost of two (2) decorative streetlights located at each entrance of the Ballantyne subdivision and approval of an agreement with Pulte Homes of Michigan, LLC for the sharing of installation and ongoing operation costs per the City's Street Lighting Policy.

Ballantyne Streetlight Location 1

Ballantyne Blvd & Eight Mile Road Entrance



Map Author: Humna Anjum
Date: 11/09/2023
Project: Ballantyne Streetlight
Version: 1.0

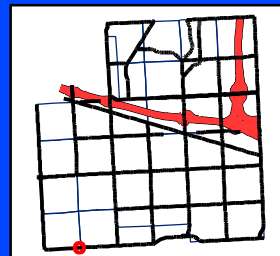
Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

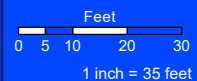
Map Legend

-  Proposed Streetlight Locations
-  Major Roads
-  Minor Roads
-  Tax Parcels



City of Novi

Engineering Division
Department of Public Works
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org



Ballantyne Streetlight Location 2

Ballantyne Blvd & Garfield Road Entrance



Map Author: Humna Anjum
Date: 11/09/2023
Project: Ballantyne Streetlight
Version: 1.0

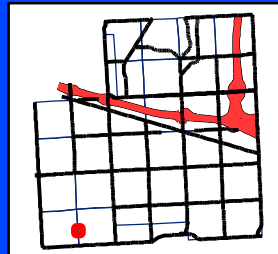
Amended By:
Date:
Department:

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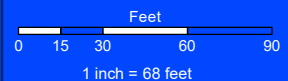
Map Legend

- Proposed Streetlight Location
- Major Roads
- Minor Roads
- Tax Parcels



City of Novi

Engineering Division
Department of Public Works
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org





December 27, 2022

City of Novi
Victor Boron
26300 Lee BeGole Dr
Novi, MI 48375

Re: Proposed Street Lighting-Ballantyne Development Entrance Lighting

I have completed your request for the proposed lighting and have prepared a cost estimate for the installation of one (1) streetlight near each entrance to the Ballantyne-Pulte development. Streetlights to be fed by underground cable.

The costs are based on the Option 1 Municipal Street Light rate, where DTE Energy installs, owns, and maintains the lighting system. The rate requires a portion of the construction costs be paid by the customer, which is determined by the following formula.

<u>Underground fed 58w Luminaire. City Standard Up to 100'</u>	
Annual Operating Cost	\$557.60
Costs to Construct	\$8,499.46
3yr Revenue Credit	(\$1,672.80)
Contribution from the City of Novi	\$6,826.66

<u>Underground fed 39w Luminaire. Decorative Pole Acorn LED Up to 100'</u>	
Annual Operating Cost	\$515.44
Cost to Construct	\$11,824.50
3yr Revenue Credit	(\$1,546.32)
Contribution from the City of Novi	\$10,278.18

The price quoted shall be in effect for a period of six months from the date of this letter, after which these costs will no longer be valid. Payment of the customer contribution must be made prior to the actual start of construction.

Please contact me for a Street Lighting Purchase Agreement if you would like to proceed with the above installation.

Please call if you have questions, 734-309-2937.

Sincerely,
Brandon R. Faron
Brandon R. Faron
Account Manager
Community Lighting



May 8, 2023

City of Novi
26300 Lee BeGole Dr
Novi, MI 48375

Re: City of Novi- Ballantyne

Attached is the agreement for the work to be performed at the Ballantyne development. A detailed description of the project is outlined in the agreements. Please print **TWO** copies. Please sign **BOTH** copies in the designated areas. A check in the amount of **\$10,278.18** is also required at this time. Please return **BOTH** signed agreements (as well as check made payable to **DTE Energy**) to the following address:

DTE Energy
8001 Haggerty Rd.
Belleville, MI 48111
140 WWSC-Brandon Faron

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting

Exhibit A to Master Agreement


Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of May 8, 2023 between DTE Electric Company ("Company") and the City of Novi ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated April 11, 2022 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	68378647	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	[Ballantyne Development-8 Mile and Garfield], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	2	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install (2) Code 16W posts, and (2) 39w LED Basic Granville luminaires on concrete foundations	
5. Estimated Total Annual Lamp Charges	\$515.44	
6. Estimated Total Annual Post Charges if selected	\$0.00	
7. Annual Finance Charge if selected	See paragraph 14 below	\$ 0.00
8. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$11,824.50
	Revenue credit:	\$1,546.32
	CIAC Amount (cost minus revenue)	\$10,278.18
	Credit for Post Charge, if selected	\$0.00
9. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$10,278.18	
10. Term of Agreement Special Financing Options are available – Please read stipulations within agreement and if desired check the appropriate box below: Post Charge Option <input type="checkbox"/>	<p>5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.</p> <p>If Post Charge "box" is checked the Customer agrees to following term:</p> <p>10 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual</p>	

Finance Option <input type="checkbox"/>	written consent of the parties or by either party with thirty (30) days prior written notice to the other party.
11. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices _____ 
12. Customer Address for Notices:	City of Novi 26300 Lee BeGole Dr Novi, MI 48375

13. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts as provided in Section B below. When replacement equipment or spare parts are installed from Customer's inventory, Company will credit Customer in the amount of the then-current material cost of Company standard street lighting equipment in lieu of which the SOM is being used.

B. Customer will maintain an inventory of at least 0 posts and 0 luminaires and any other materials agreed to by Company and Customer, and will replenish the stock by ordering materials no later than thirty (30) calendar days after the materials are drawn from inventory. Costs of initial inventory are included in this Agreement. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for its costs (including the labor costs associated with Company's management of the supply chain for the SOM) no later than thirty (30) calendar days after receipt of Company's invoice for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____.
Access to Customer's inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. If Company is unable to access the site during such hours for any reason, Company (i) shall be relieved from any obligation or commitment to complete the work as scheduled, and (ii) may, at its option, procure the inventory itself and have Customer to reimburse Company's costs for doing so. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

Customer will immediately notify Company of any changes in the Authorized Customer Representative. Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by Company.

D. In the event that SOM is damaged by a third party, Company may (but is not required to) pursue a damage claim against such third party for all of Company's costs incurred because of the claim, including all labor and replacement materials. Company will notify Customer as to whether Company will pursue such claim within a reasonable time of the SOM being damaged.

E. In the event that SOM becomes obsolete, discontinued, or incompatible with Company's infrastructure, Customer shall select new alternate SOM that is compatible with Company's then-existing infrastructure. If Customer does not select compatible alternate SOM, Company reserves the right to select compatible SOM that is, in its reasonable judgment, substantially similar, or replace the SOM with standard materials, in either case being entitled to reimbursement from Customer for Company's costs in providing such transition of supply (including internal overhead and labor costs).

F. Should Customer experience, in Company's reasonable judgment, excessive LED equipment failures that are not supported by LED manufacturer warranties, Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of Customer.

14. Special Financing Options

A. Post Charge Option:

For new underground-fed installations of 5 lights or more after May 1, 2019, which require investment in excess of three times the annual revenue at the prevailing rate at the time of installation, the customer may elect to pay a post charge for each increment of \$1,000 investment required above three times the annual revenue.

Effective November 25, 2022 - For each increment of \$1,000 of investment which exceeds three times the annual revenue at the prevailing rate at the time of installation, add to rate per year an additional **\$79.44**.

B. Finance Charge Option:

As an alternative, where the required contribution exceeds \$10,000, upon agreement of the customer and the Company, the customer will pay an additional annual charge of the Company's weighted average cost of capital (6.79%) times the contribution amount in lieu of the cash contribution.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Date: _____

Customer:

City of Novi

By: _____

Name: _____

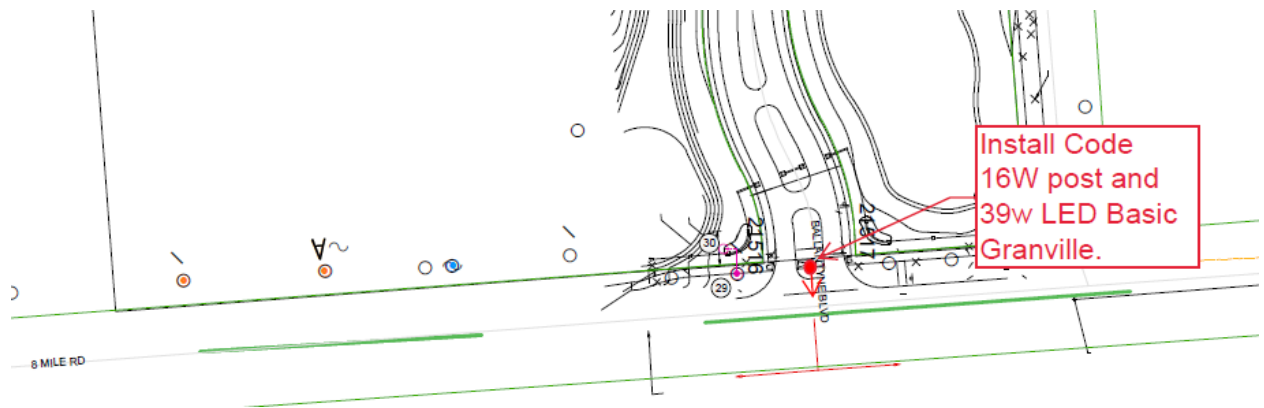
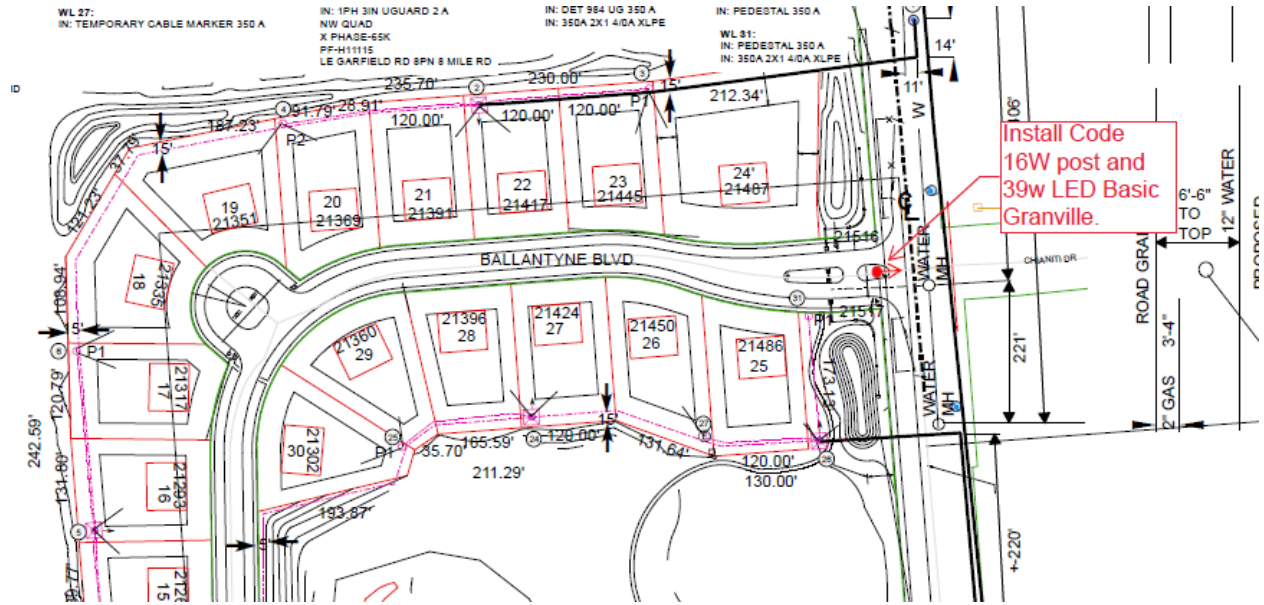
Title: _____

Date: _____



Attachment 1 to Purchase Agreement

Map of Location





client:
SINGH DEVELOPMENT
 7125 Orchard Lake Road,
 Suite 200
 West Bloomfield Twp.,
 Michigan 48325

project:
Ballantyne

project location:
 City of Novi, Michigan
 8-Mile Road and
 Garfield Road

sheet title:
**ENTRY PLAN &
 ELEVATIONS**

job no./issue/revision date:

LS14.019.10	SPA	10-17-2014
LS17.120.10	SPA	11-1-2017
LS18.016.01	SPA	1-28-2018
LS18.016.05	SPA	5-10-2018
LS18.016.05	SPA	6-30-2018
LS21.016.06	SPA	6-14-2021
LS21.016.08	SPA	8-24-2021

drawn by:
JP, CZ

checked by:
FP, OG

date:
5-25-2021

notice:
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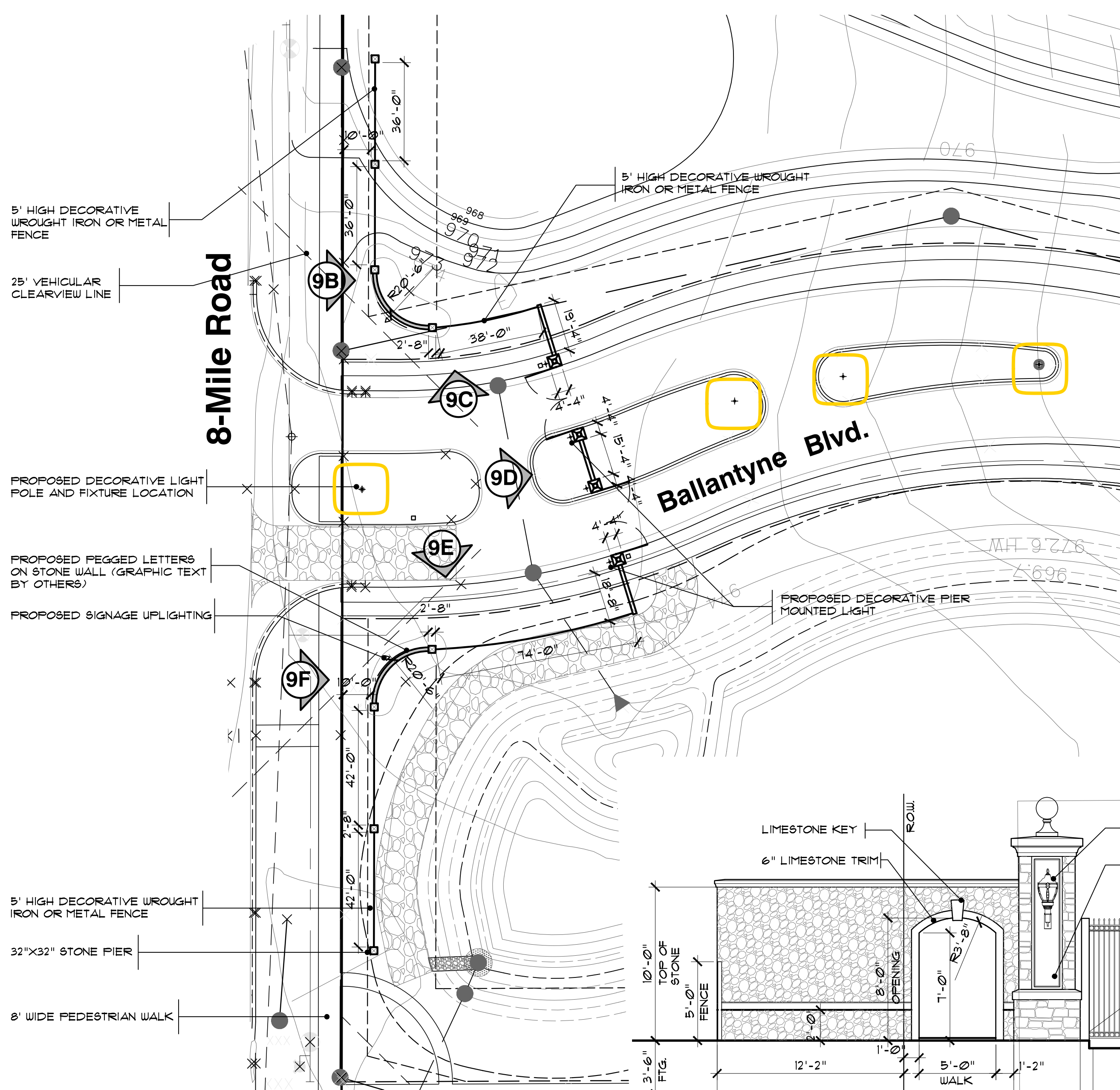
Do Not scale drawings. Use figured dimensions only



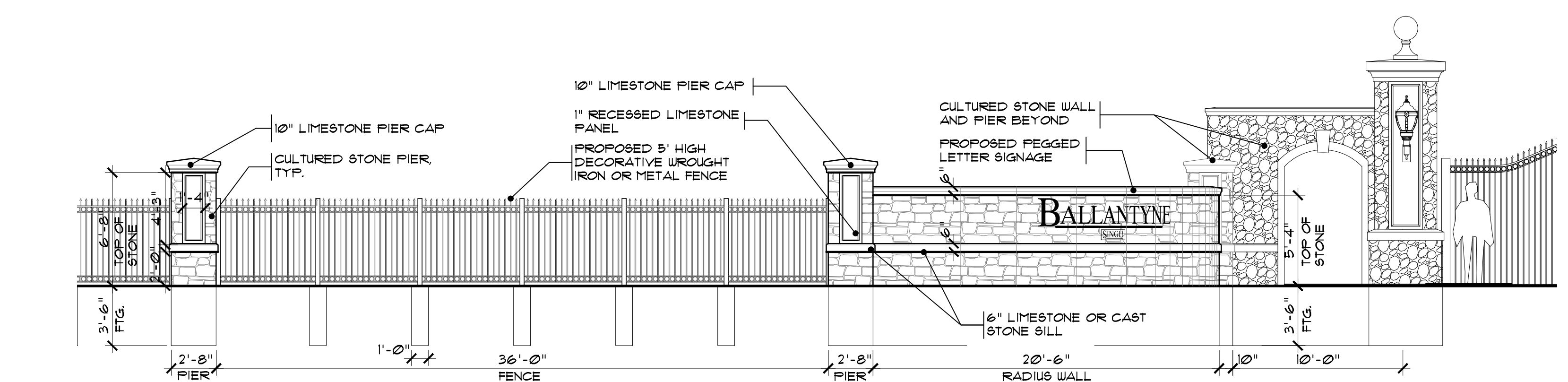
The location and elevations of existing underground utilities as shown on this drawing are only approximate. No guarantee is either expressed or implied as to the completeness of accuracy. Contractor shall be exclusively responsible for determining the exact location and elevation prior to the start of construction

project no:
LS21.038.05

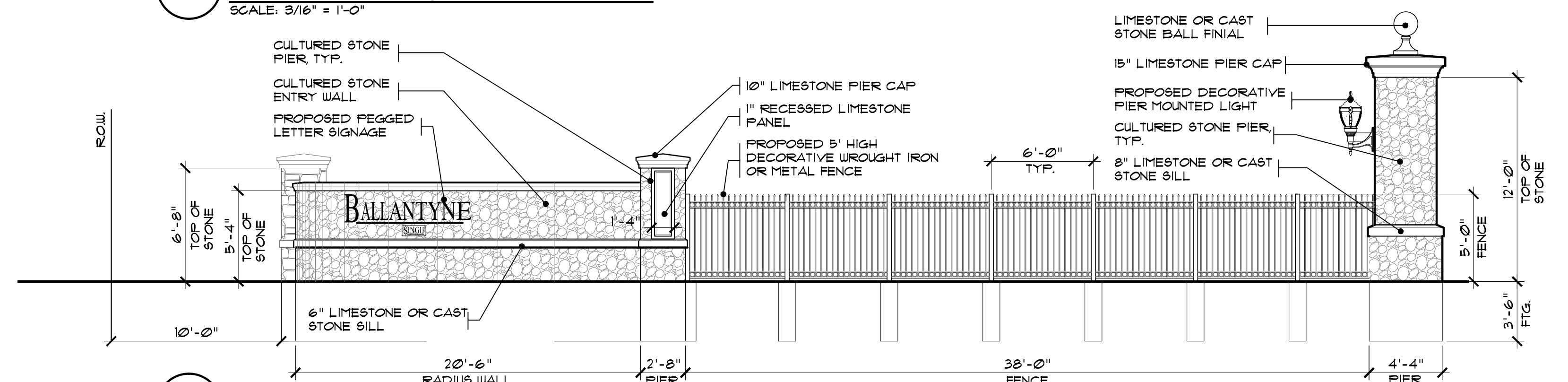
sheet no:
LS-9 of 10



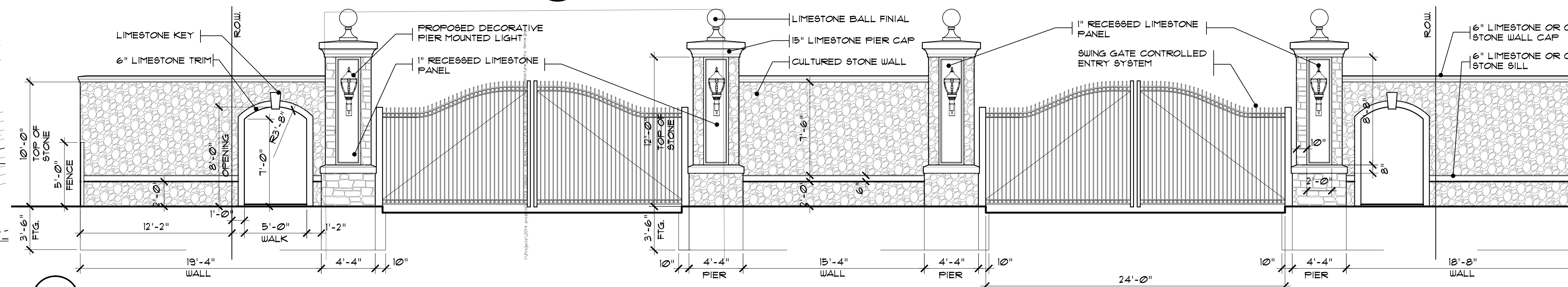
9A 8-Mile Road entry site plan
 SCALE: 1" = 30' - 0"



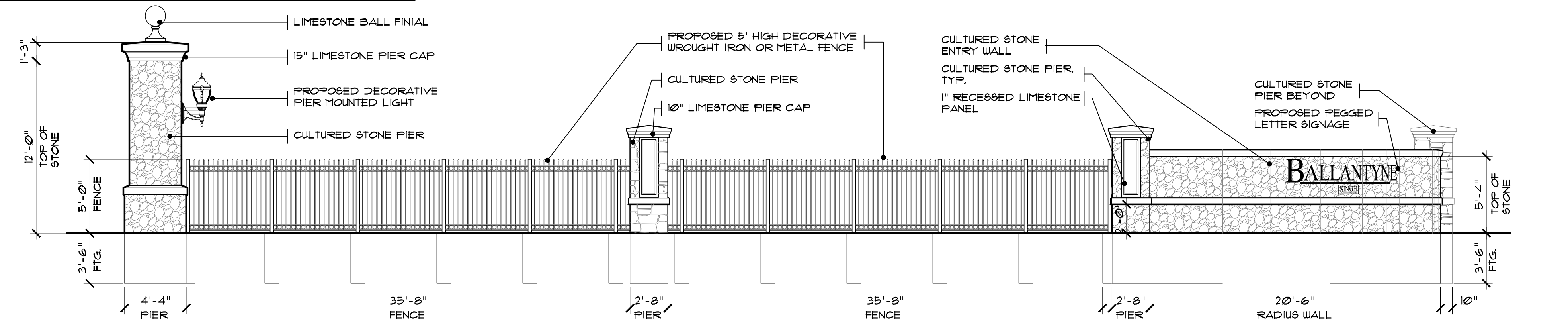
9B 8-Mile Road entry elevation
 SCALE: 3/16" = 1'-0"



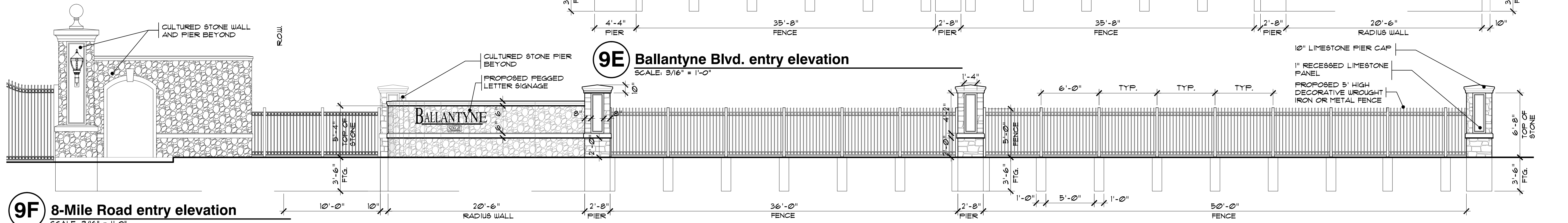
9C Ballantyne Blvd. entry elevation
 SCALE: 3/16" = 1'-0"



9D entry walkthrough and swing gate elevation
 SCALE: 3/16" = 1'-0"



9E Ballantyne Blvd. entry elevation
 SCALE: 3/16" = 1'-0"



9F 8-Mile Road entry elevation
 SCALE: 3/16" = 1'-0"



client:

SINGH DEVELOPMENT
 7125 Orchard Lake Road,
 Suite 200
 West Bloomfield Twp.,
 Michigan 48325

project:

Ballantyne

project location:
 City of Novi, Michigan
 8-Mile Road and
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sheet title:

**ENTRY PLAN &
 ELEVATIONS**

job no./issue/revision date:

LS14.019.10	SPA	10-17-2014
LS17.120.10	SPA	11-1-2017
LS18.016.01	SPA	1-28-2018
LS18.016.05	SPA	5-10-2018
LS18.016.05	SPA	6-30-2018
LS21.016.06	SPA	6-14-2021
LS21.016.08	SPA	8-24-2021

drawn by:

JP, CZ

checked by:

FP, OG

date:

5-25-2021

notice:

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Do Not scale drawings. Use
 figured dimensions only



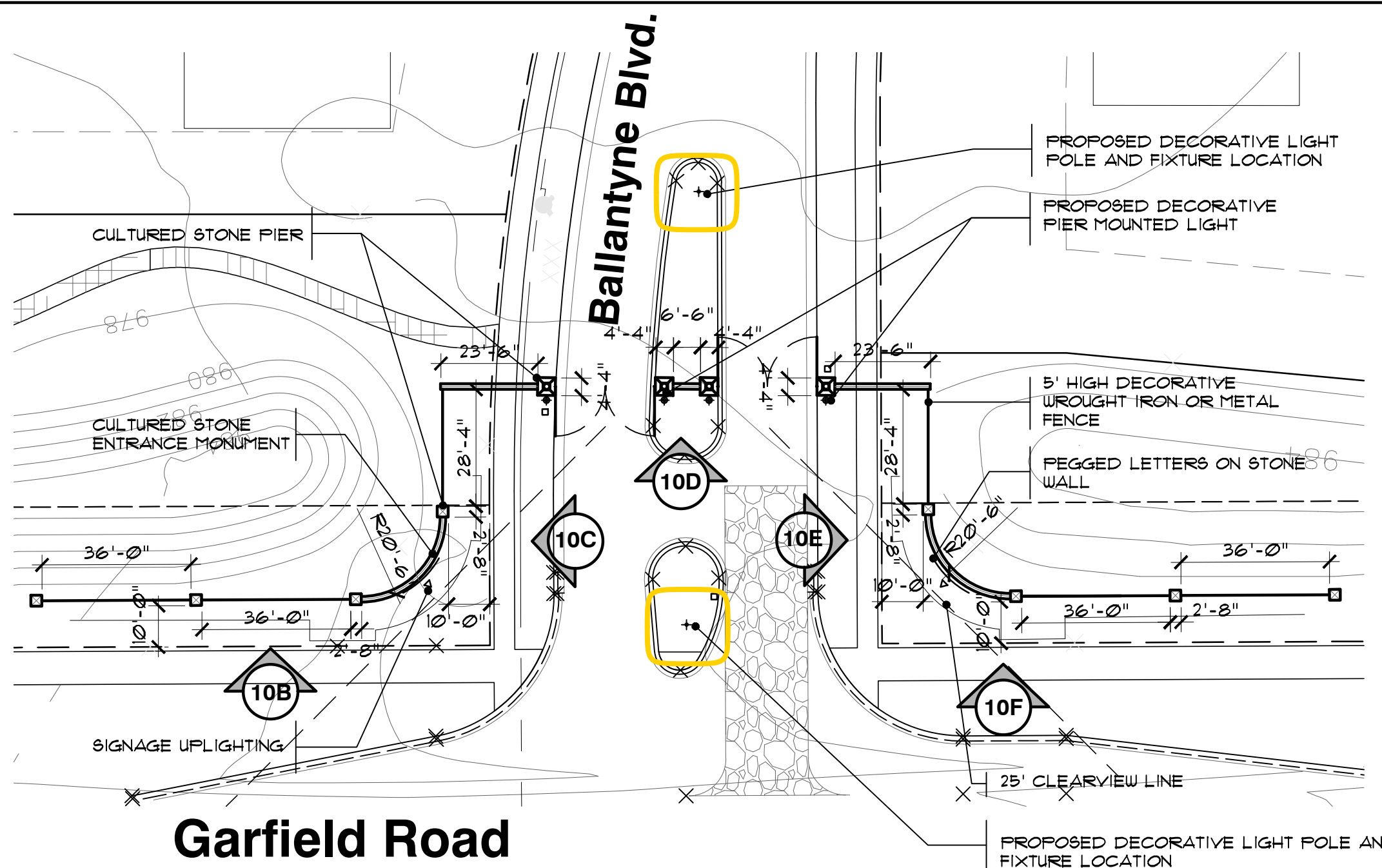
The location and elevations of existing
 underground utilities as shown on this
 drawing are only approximate; no guarantee
 is either expressed or implied as to the
 completeness of accuracy; contractor shall be
 exclusively responsible for determining the
 exact location and elevation prior to the start
 of construction

project no.:

LS21.038.05

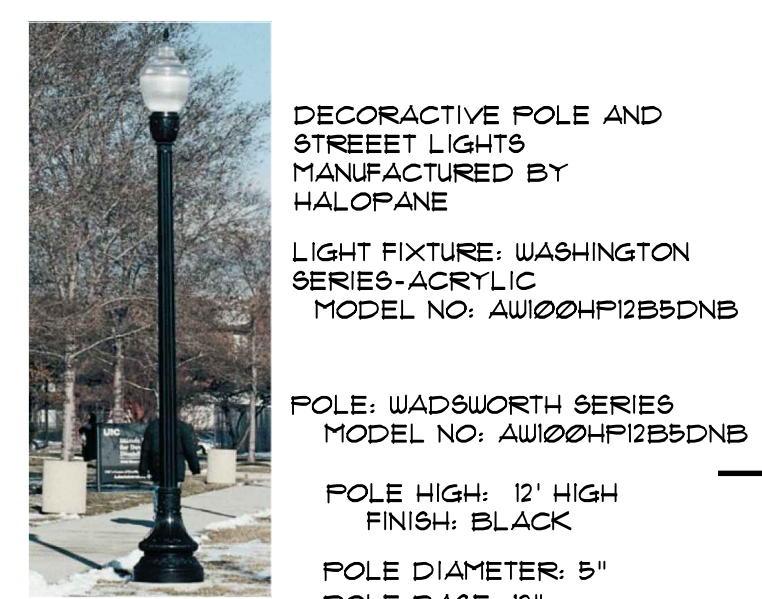
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LS-10 of 10

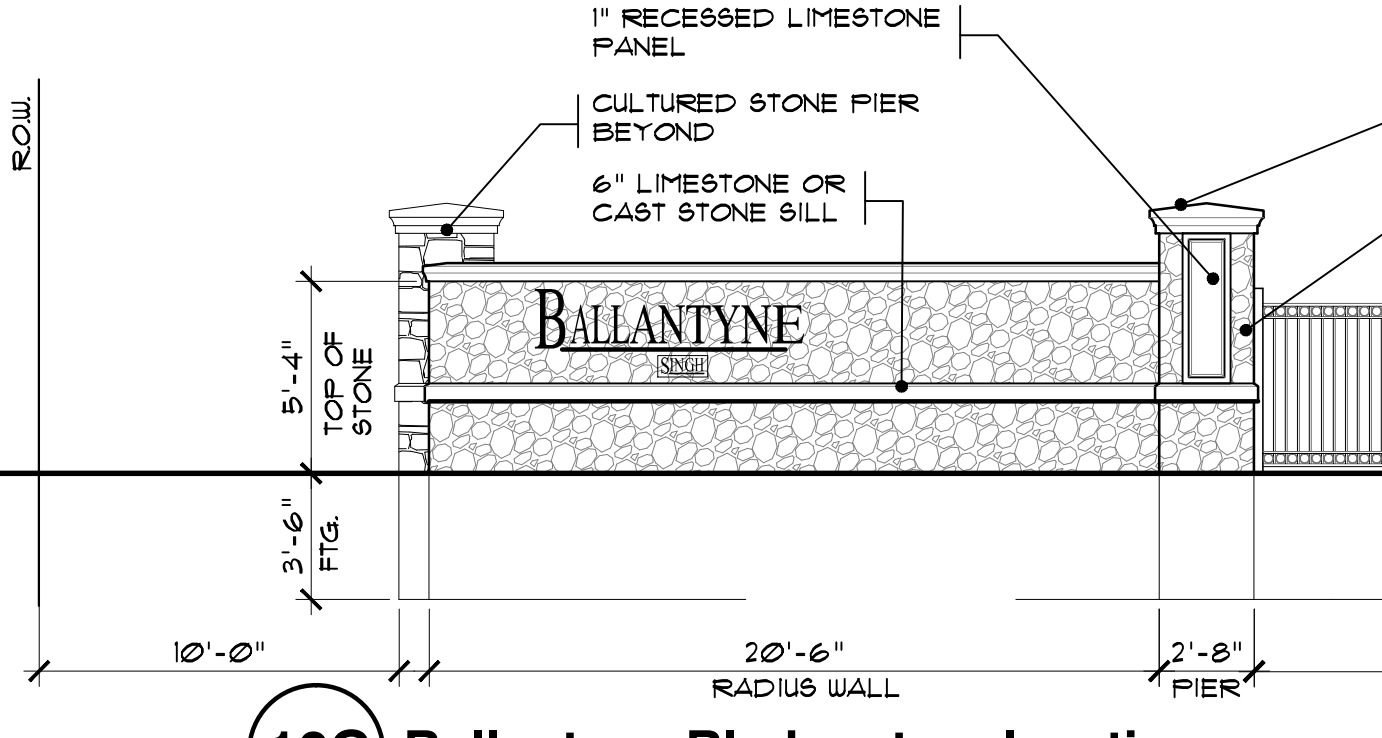


Garfield Road

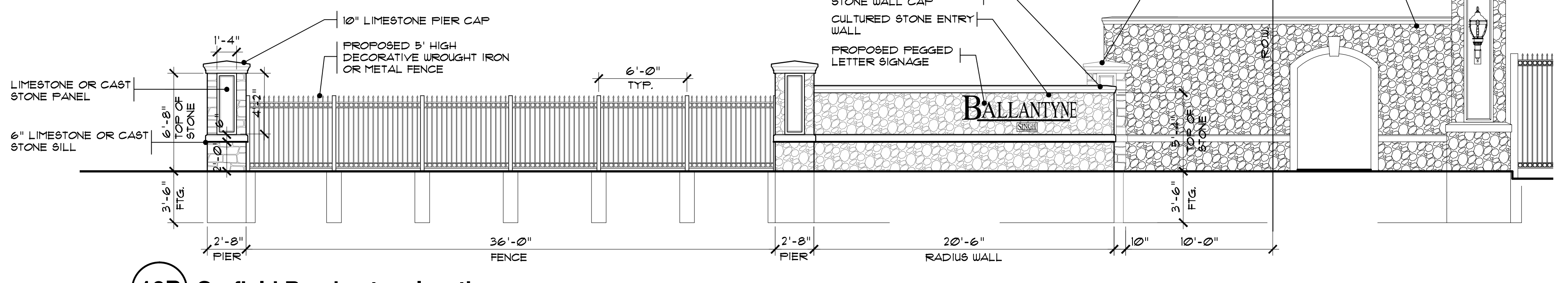
10A Garfield Road entry site plan
 SCALE: 1" = 30'-0"



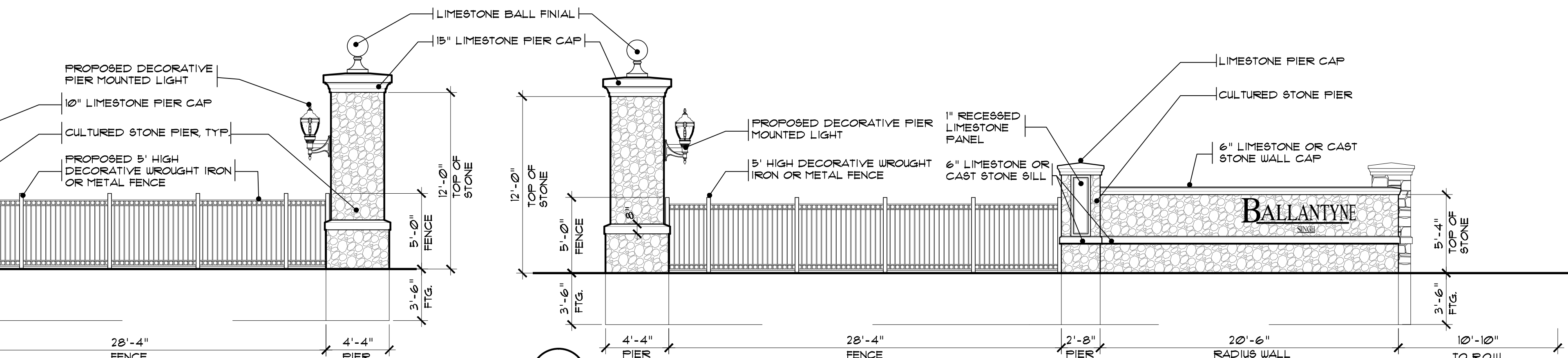
decorative pole and light
 TOTAL OF 6-CONDITIONS



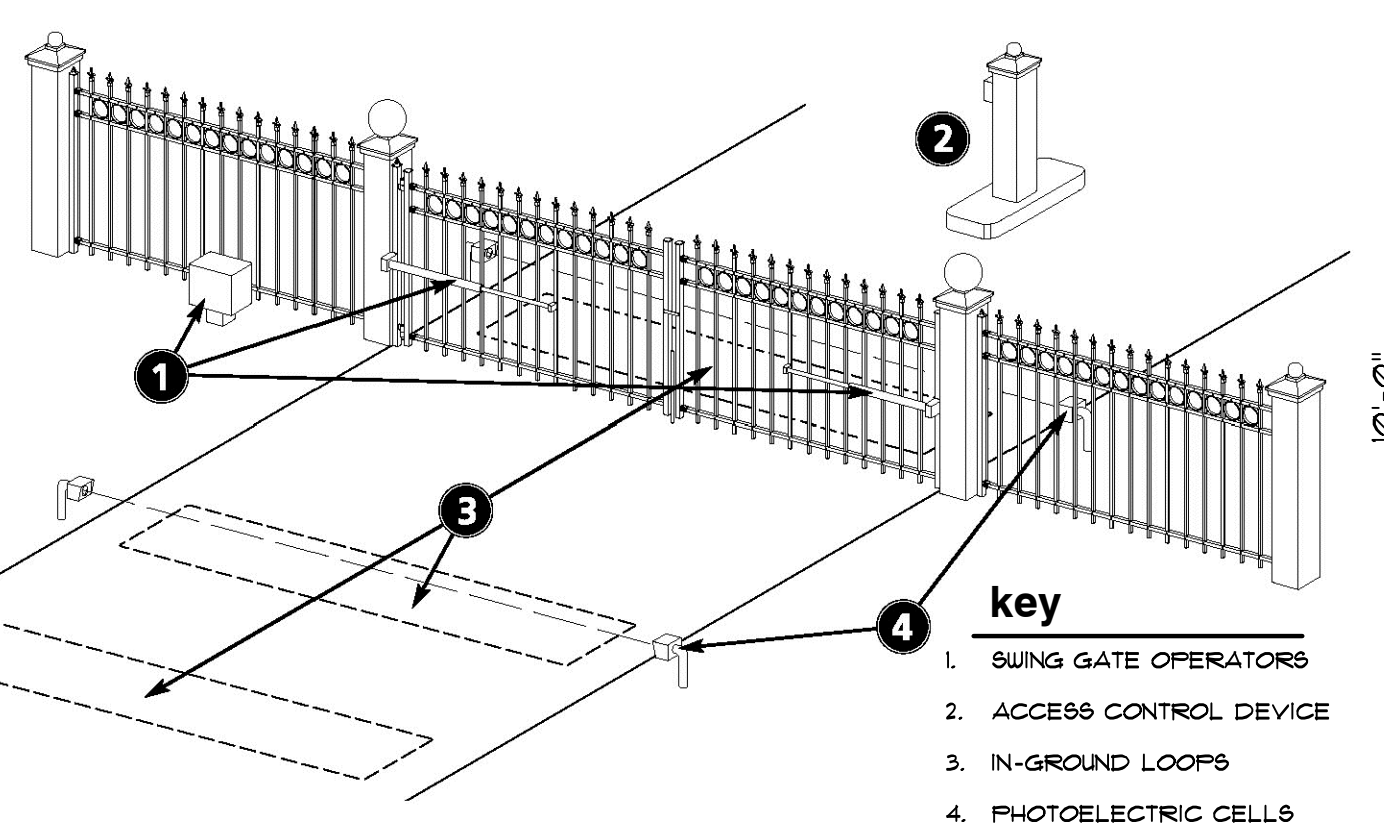
10C Ballantyne Blvd. entry elevation
 SCALE: 3/16" = 1'-0"



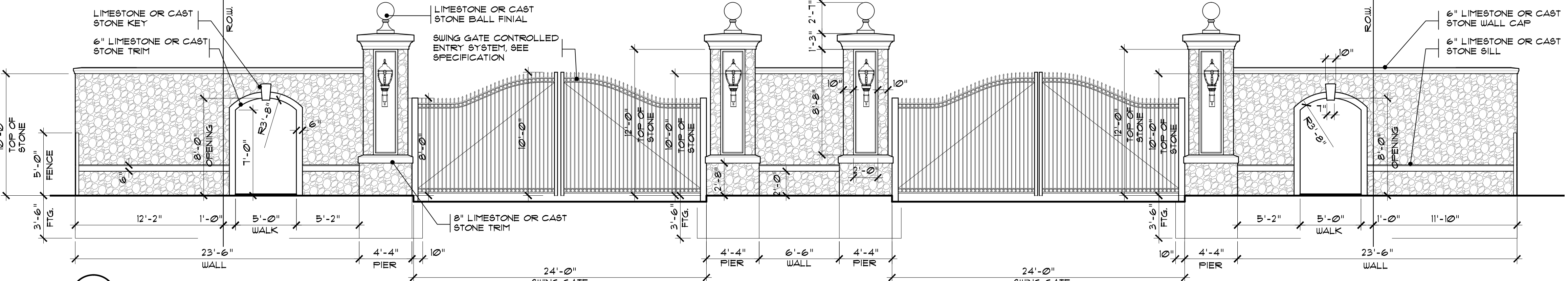
10B Garfield Road entry elevation
 SCALE: 3/16" = 1'-0"



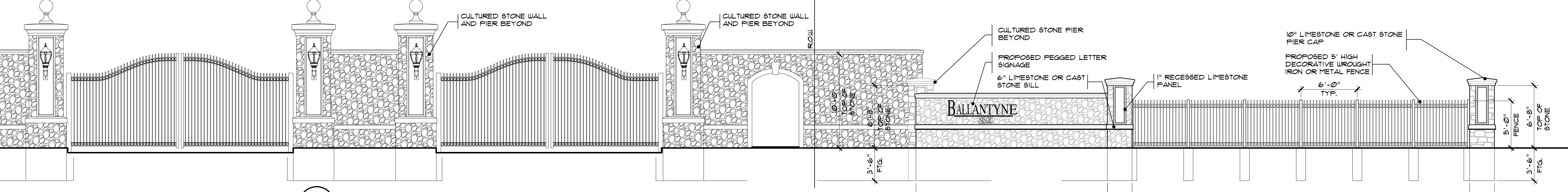
10E Ballantyne Blvd. entry elevation
 SCALE: 3/16" = 1'-0"



Master Halco swing gate system
 no scale



10D entry walkthrough and swing gate elevation
 SCALE: 3/16" = 1'-0"



10F Garfield Road entry elevation
 SCALE: 3/16" = 1'-0"

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

STREET LIGHTING AGREEMENT

This Agreement is entered into this ___ day of _____, 20___, by and between the CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (the “City”), and PULTE HOMES OF MICHIGAN, LLC, a Michigan LLC, (“Developer”) whose address is 2800 Livernois Road Building D, Suite 320, Troy, MI 48083 and the Association created in accordance with the Master Deed for Ballantyne Condominium Association, a Michigan Nonprofit Corporation (“Association”).

RECITATIONS:

The Developer and the Association are designated to administer the affairs of said subdivision at this time.

The Developer has requested the City to assist it in making a certain local public improvement consisting of the installation of two (2) decorative streetlights at the entrance of Ballantyne Subdivision.

In accordance with the City’s Amended Street Light Policy, dated September 24, 2012, the City will contract directly with DTE for the installation and operation of the type and number of poles and fixtures requested by the Association.

For all requests for installation of a single standard street light at a major road entrance, the City will contract with DTE for the installation of the requested street light. The City will pay the non-DTE share of the installation cost and the annual cost of operating the street light, in accordance with the City’s policy.

For all requests other than installation of a single standard street light at a major road entrance, including a non-standard decorative street light, the City will contract with DTE for the installation of the requested street light or lights. The Developer/Association shall reimburse the City for the non-DTE share of the installation cost.

For all requests for street lights in addition to a single street light at a major road entrance, the Association shall reimburse the City on an annual basis for ongoing operating costs of the additional street lights.

The Developer and the Association are authorized to execute this Agreement.

The City has obtained from the Detroit Edison Company (“DTE”) an estimate for the installation and annual operation of said streetlights, requiring a charge for the two (2) decorative street lights to be constructed at the entrances in the amount of **\$10,278.18** of

which the City will pay **\$6,826.66** and an operating cost for the first year in the amount of **\$515.474** (“Annual Operating Cost”).

The City has agreed to assist the Developer/Association in facilitating the installation and operation of said street lights with DTE.

The parties desire to enter into this Agreement to provide for the payment to the City by the Developer and/or Association of the cost of installation of two (2) Street lights at the entrance of Ballantyne Subdivision, plus the City’s 10% administrative fee, in the total amount of **\$3,796.67**, with the cost being attributable to the distance of the street light from the feed point, for which the City will be billed by DTE directly, and the Developer/Association shall reimburse the City in accordance with the Street Light Policy.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. To the extent that DTE may require, the City shall contract with DTE for the installation and operation of the proposed standard streetlights. The City shall pay the non-DTE share of the installation cost and the annual operating cost for the two streetlights.
2. Upon execution of this Agreement, the Developer and/or Association shall pay directly to the City the amount of **\$3,796.67**, representing the Developer/Association portion of the installation cost plus an administrative fee in the amount of 10%, or such other amount as DTE shall require for installation of the proposed streetlights.
3. The parties acknowledge that the payments are based upon estimates of charges imposed by DTE for the lighting service provided, and that the charges imposed by DTE may increase due to unforeseen circumstances and due to the increase of energy costs over time.
4. The execution of this Agreement by the Developer constitutes affirmative representation of the members of the Board of the Association that he has been granted the power by the by-laws of the Association to act on behalf of the co-owners of the condominium to enter into this Agreement.
5. This Agreement contains the entire agreement between the parties, and to statement, promises, or inducement made by either party or agent of either party that is not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by both parties and endorsed hereon.
6. The term of this Agreement shall be for twenty (20) years, and shall automatically renew for additional five (5) years periods thereafter, until such time as either party shall notify the other in writing of its intent not to renew. Such notice of intent not to renew shall be given not less than one year prior to the expiration of the original and any renewal terms.
7. This Agreement shall be binding on all heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

[SIGNATURES BEGIN ON THE NEXT PAGE]

CITY OF NOVI, a Michigan municipal
Corporation

By: Justin Fischer
Its: Mayor

By: Courtney Hanson
Its: City Clerk

PULTE HOMES OF MICHIGAN, LLC, a
Michigan limited liability company

By:

Its:

Ballantyne Condominium Association, a
Michigan non-profit corporation

By:
Its:

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

November 20, 2023

Humna Anjum, Project Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: Ballantyne – Street Lighting Agreements

Dear Ms. Anjum:

We have received and reviewed the following documents for the installation two decorative streetlights at the entrances to Ballantyne:

- Master Agreement for Municipal Street Lighting dated April 11, 2022, and Purchase Agreement (Work Order Number 68378647).
- Street Lighting Agreement between the City, and the Developer and Ballantyne Condominium Association.

Master Agreement and Purchase Agreement

The Master Agreement for Municipal Street Lighting (“Master Agreement”) and corresponding Purchase Agreement are standard form agreements prepared by DTE Energy for use in projects for installation and maintenance of new street lighting. The Master Agreement controls the terms of installation and maintenance, generally, such as terms of payment, rates, maintenance responsibilities, term, liability, warranties and general contract provisions, including such things as choice of law and notices. The Purchase Agreement appears to be satisfactory for this purpose, as provided.

We also reviewed the corresponding Street Lighting Agreement between the City, and the Developer and Homeowners Association. The Agreement memorializes the City’s policy regarding the cost of the installation of two decorative streetlights and the payment of annual energy costs for that streetlight by the City, In this case, there is an additional amount due to DTE as a result of the additional light and for the decorative light fixtures. The Developer and/or Association are responsible for payment of the additional amount attributable to the additional light and additional fixtures as set forth in this Agreement. The Agreement is acceptable for this purpose and appears to be consistent with the City’s policy and acceptable as provided.

Please feel free to contact me with any questions or concerns in regard to this matter.

Humna Anjum, Project Engineer
City of Novi
November 20, 2023
Page 2

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)
Ben Croy, City Engineer (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

STREET LIGHTING AGREEMENT

This Agreement is entered into this ___ day of _____, 20___, by and between the CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (the “City”), and PULTE HOMES OF MICHIGAN, LLC, a Michigan LLC, (“Developer”) whose address is 2800 Livernois Road Building D, Suite 320, Troy, MI 48083 and the Association created in accordance with the Master Deed for Ballantyne Condominium Association, a Michigan Nonprofit Corporation (“Association”).

RECITATIONS:

The Developer and the Association are designated to administer the affairs of said subdivision at this time.

The Developer has requested the City to assist it in making a certain local public improvement consisting of the installation of two (2) decorative streetlights at the entrance of Ballantyne Subdivision.

In accordance with the City’s Amended Street Light Policy, dated September 24, 2012, the City will contract directly with DTE for the installation and operation of the type and number of poles and fixtures requested by the Association.

For all requests for installation of a single standard street light at a major road entrance, the City will contract with DTE for the installation of the requested street light. The City will pay the non-DTE share of the installation cost and the annual cost of operating the street light, in accordance with the City’s policy.

For all requests other than installation of a single standard street light at a major road entrance, including a non-standard decorative street light, the City will contract with DTE for the installation of the requested street light or lights. The Developer/Association shall reimburse the City for the non-DTE share of the installation cost.

For all requests for street lights in addition to a single street light at a major road entrance, the Association shall reimburse the City on an annual basis for ongoing operating costs of the additional street lights.

The Developer and the Association are authorized to execute this Agreement.

The City has obtained from the Detroit Edison Company (“DTE”) an estimate for the installation and annual operation of said streetlights, requiring a charge for the two (2) decorative street lights to be constructed at the entrances in the amount of **\$10,278.18** of

which the City will pay **\$6,826.66** and an operating cost for the first year in the amount of **\$515.474** (“Annual Operating Cost”).

The City has agreed to assist the Developer/Association in facilitating the installation and operation of said street lights with DTE.

The parties desire to enter into this Agreement to provide for the payment to the City by the Developer and/or Association of the cost of installation of two (2) Street lights at the entrance of Ballantyne Subdivision, plus the City’s 10% administrative fee, in the total amount of **\$3,796.67**, with the cost being attributable to the distance of the street light from the feed point, for which the City will be billed by DTE directly, and the Developer/Association shall reimburse the City in accordance with the Street Light Policy.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. To the extent that DTE may require, the City shall contract with DTE for the installation and operation of the proposed standard streetlights. The City shall pay the non-DTE share of the installation cost and the annual operating cost for the two streetlights.
2. Upon execution of this Agreement, the Developer and/or Association shall pay directly to the City the amount of **\$3,796.67**, representing the Developer/Association portion of the installation cost plus an administrative fee in the amount of 10%, or such other amount as DTE shall require for installation of the proposed streetlights.
3. The parties acknowledge that the payments are based upon estimates of charges imposed by DTE for the lighting service provided, and that the charges imposed by DTE may increase due to unforeseen circumstances and due to the increase of energy costs over time.
4. The execution of this Agreement by the Developer constitutes affirmative representation of the members of the Board of the Association that he has been granted the power by the by-laws of the Association to act on behalf of the co-owners of the condominium to enter into this Agreement.
5. This Agreement contains the entire agreement between the parties, and to statement, promises, or inducement made by either party or agent of either party that is not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by both parties and endorsed hereon.
6. The term of this Agreement shall be for twenty (20) years, and shall automatically renew for additional five (5) years periods thereafter, until such time as either party shall notify the other in writing of its intent not to renew. Such notice of intent not to renew shall be given not less than one year prior to the expiration of the original and any renewal terms.
7. This Agreement shall be binding on all heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

[SIGNATURES BEGIN ON THE NEXT PAGE]

CITY OF NOVI, a Michigan municipal
Corporation

By: Justin Fischer
Its: Mayor

By: Courtney Hanson
Its: City Clerk

PULTE HOMES OF MICHIGAN, LLC, a
Michigan limited liability company

By:

Its:

Ballantyne Condominium Association, a
Michigan non-profit corporation

By:
Its:



May 8, 2023

City of Novi
26300 Lee BeGole Dr
Novi, MI 48375

Re: City of Novi- Ballantyne

Attached is the agreement for the work to be performed at the Ballantyne development. A detailed description of the project is outlined in the agreements. Please print **TWO** copies. Please sign **BOTH** copies in the designated areas. A check in the amount of **\$10,278.18** is also required at this time. Please return **BOTH** signed agreements (as well as check made payable to **DTE Energy**) to the following address:

DTE Energy
8001 Haggerty Rd.
Belleville, MI 48111
140 WWSC-Brandon Faron

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting

Exhibit A to Master Agreement


Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of May 8, 2023 between DTE Electric Company ("Company") and the City of Novi ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated April 11, 2022 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	68378647	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	[Ballantyne Development-8 Mile and Garfield], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	2	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install (2) Code 16W posts, and (2) 39w LED Basic Granville luminaires on concrete foundations	
5. Estimated Total Annual Lamp Charges	\$515.44	
6. Estimated Total Annual Post Charges if selected	\$0.00	
7. Annual Finance Charge if selected	See paragraph 14 below	\$ 0.00
8. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$11,824.50
	Revenue credit:	\$1,546.32
	CIAC Amount (cost minus revenue)	\$10,278.18
	Credit for Post Charge, if selected	\$0.00
9. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$10,278.18	
10. Term of Agreement Special Financing Options are available – Please read stipulations within agreement and if desired check the appropriate box below: Post Charge Option <input type="checkbox"/>	<p>5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.</p> <p>If Post Charge "box" is checked the Customer agrees to following term:</p> <p>10 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual</p>	

Finance Option <input type="checkbox"/>	written consent of the parties or by either party with thirty (30) days prior written notice to the other party.
11. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices _____ 
12. Customer Address for Notices:	City of Novi 26300 Lee BeGole Dr Novi, MI 48375

13. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts as provided in Section B below. When replacement equipment or spare parts are installed from Customer's inventory, Company will credit Customer in the amount of the then-current material cost of Company standard street lighting equipment in lieu of which the SOM is being used.

B. Customer will maintain an inventory of at least 0 posts and 0 luminaires and any other materials agreed to by Company and Customer, and will replenish the stock by ordering materials no later than thirty (30) calendar days after the materials are drawn from inventory. Costs of initial inventory are included in this Agreement. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for its costs (including the labor costs associated with Company's management of the supply chain for the SOM) no later than thirty (30) calendar days after receipt of Company's invoice for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____.
Access to Customer's inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. If Company is unable to access the site during such hours for any reason, Company (i) shall be relieved from any obligation or commitment to complete the work as scheduled, and (ii) may, at its option, procure the inventory itself and have Customer to reimburse Company's costs for doing so. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

Customer will immediately notify Company of any changes in the Authorized Customer Representative. Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by Company.

D. In the event that SOM is damaged by a third party, Company may (but is not required to) pursue a damage claim against such third party for all of Company's costs incurred because of the claim, including all labor and replacement materials. Company will notify Customer as to whether Company will pursue such claim within a reasonable time of the SOM being damaged.

E. In the event that SOM becomes obsolete, discontinued, or incompatible with Company's infrastructure, Customer shall select new alternate SOM that is compatible with Company's then-existing infrastructure. If Customer does not select compatible alternate SOM, Company reserves the right to select compatible SOM that is, in its reasonable judgment, substantially similar, or replace the SOM with standard materials, in either case being entitled to reimbursement from Customer for Company's costs in providing such transition of supply (including internal overhead and labor costs).

F. Should Customer experience, in Company's reasonable judgment, excessive LED equipment failures that are not supported by LED manufacturer warranties, Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of Customer.

14. Special Financing Options

A. Post Charge Option:

For new underground-fed installations of 5 lights or more after May 1, 2019, which require investment in excess of three times the annual revenue at the prevailing rate at the time of installation, the customer may elect to pay a post charge for each increment of \$1,000 investment required above three times the annual revenue.

Effective November 25, 2022 - For each increment of \$1,000 of investment which exceeds three times the annual revenue at the prevailing rate at the time of installation, add to rate per year an additional **\$79.44**.

B. Finance Charge Option:

As an alternative, where the required contribution exceeds \$10,000, upon agreement of the customer and the Company, the customer will pay an additional annual charge of the Company's weighted average cost of capital (6.79%) times the contribution amount in lieu of the cash contribution.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Date: _____

Customer:

City of Novi

By: _____

Name: _____

Title: _____

Date: _____

 SIGN HERE

Attachment 1 to Purchase Agreement

Map of Location

