



CITY of NOVI CITY COUNCIL

**Agenda Item G
May 7, 2018**

SUBJECT: Approval of a Street Light Purchase Agreement with DTE Energy for the installation and ongoing operation costs of two (2) street lights at the entrance of the Bolingbrooke development on Old Novi Road; and approval of an agreement with Bolingbrooke Singh, LLC, for the sharing of installation and ongoing operation costs per the City's Street Lighting Policy.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 2,161.17 (Streetlight Install- Developer Initiated 101-442.10-924.051) \$ 321.77 (Streetlighting Operations 101-442.20-924.000) \$ 2,482.94 TOTAL
AMOUNT BUDGETED	\$ 30,000 (Streetlight Install- Developer Initiated) \$ 152,000 (Streetlighting Operations)
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	101-442.10-924.051 (Streetlight Install- Developer Initiated) 101-442.20-924.000 (Streetlighting Operations)

BACKGROUND INFORMATION:

The developer of Bolingbrooke, Singh Development, LLC, is requesting installation of two (2) Basic Granville 39w LED light fixtures mounted on two (2) black fiberglass Mainstreet posts at the entrance off of Old Novi Rd, north of Twelve Mile Road.

The Resolution for Amended Street Light Policy adopted September 24, 2012 states that the City will provide one single, standard overhead street light in the public right-of-way at major road entrances of residential developments to enhance public safety. The policy also states when lighting requests include upgraded decorative or additional street lights, the petitioner shall bear the additional cost of installation beyond the cost for a single standard light. The developer is requesting a decorative street light; therefore, the portion of the installation cost for the upgrade to a decorative street light will be the developer's responsibility. Similarly, the policy states the City will pay for the ongoing operation and energy costs for one street light 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 and the developer to determine the appropriate location for street light posts, and obtained an estimate of the installation and ongoing operation costs for two (2) standard lights and two (2) Basic Granville style lights on two (2) single poles. The new street lights will be underground fed Basic Granville style 39w LED fixtures on single 12-foot black fiberglass poles, consistent with the style of street lighting the City considers the standard for residential entryway lighting.

In order to facilitate installation of the street lights, 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 \$6,685.53 and an ongoing annual lamp charge of \$586.96 for operation and maintenance of the street light. 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:

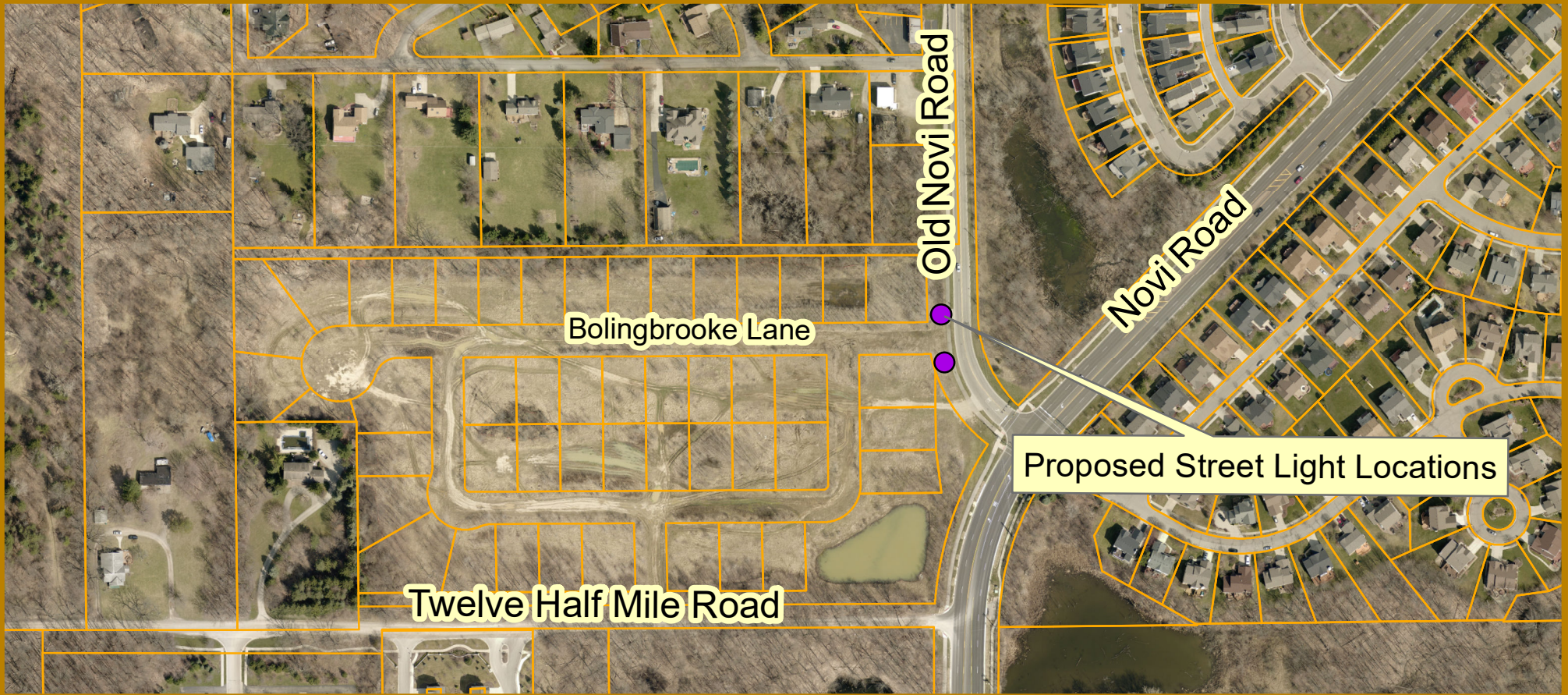
Description	City Share	Developer/HOA Share	Total
Installation Costs	\$2,161.17	\$4,524.36	\$6,685.53
Annual Operating Costs	\$321.77	\$265.19	\$586.96

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

The proposed agreements have been reviewed and recommended for approval by Engineering staff and the City Attorney (Beth Saarela, February 15, 2018).

RECOMMENDED ACTION: Approval of a Street Light Purchase Agreement with DTE Energy for the installation and ongoing operation costs of two (2) street lights at the entrance of the Bolingbrooke development on Old Novi Road; and approval of an agreement with Bolingbrooke Singh, LLC, for the sharing of installation and ongoing operation costs per the City's Street Lighting Policy.

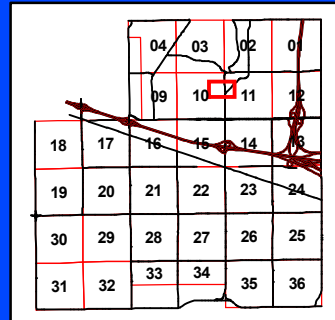
DTE Street Light Installation Bolingbrooke Subdivision Location Map



Map Author: R. Runkel
Date: 2/26/18
Project:
Version #:

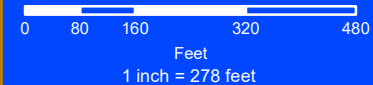
MAP INTERPRETATION NOTICE

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.



City of Novi

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





Real Estate - Developers - Builders - Investors - Management

SINGH DEVELOPMENT, L.L.C.
7125 ORCHARD LAKE ROAD
SUITE 200
WEST BLOOMFIELD, MICHIGAN 48322

TELEPHONE: (248) 865-1600
DIRECT DIAL: (248) 640-4791
FAX: (248) 865-1630
E-MAIL: kahm@SinghMail.com
www.singhweb.com

April 5, 2018

Rebecca Runkel
Engineering Technician
City of Novi
45175 Ten Mile Road
Novi, MI 48375

Re: Entry Street Lights
Bolingbrooke Site Condominium
Novi, MI

Dear Rebecca:

Pursuant to our discussions regarding the entry street lights at our Bolingbrooke site condominium project at Old Novi Road and 12½ Mile Road, enclosed please find ^{an} 2 originally executed copy of the Agreement between Bolingbrooke Singh LLC and the City of Novi. Also enclosed is our check in the amount of \$4,976.80 representing our portion of the installation costs for the lights.

If you should need any additional information in order to complete the processing of the Agreement, please do not hesitate to contact us.

Sincerely,

G. Michael Kahm
Senior Vice President

Enclosures

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 W. Ten Mile Road, Novi, Michigan 48375 (the "City"), and BOLINGBROOKE SINGH, L.L.C. a Michigan limited liability company, whose address is 7125 Orchard Lake Rd., Suite 200, West Bloomfield, Michigan 48322 ("Developer") and the Association created in accordance with the Master Deed for BOLINGBROOKE ("Association").

RECITATIONS:

The Developer on behalf of the Association created in accordance with the Master Deed for BOLINGBROOKE is the entity 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) street lights at the entrance of Bolingbrooke subdivision, on Old Novi Rd, as described and depicted on the attached Exhibit A hereto.

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 on behalf of the Association created in accordance with the Master Deed for BOLINGBROOKE is authorized to execute this Agreement which shall be binding on the Association.

The City has obtained from the Detroit Edison Company ("DTE") an estimate for the installation and annual operation of said street lights, requiring a charge for the two (2) decorative street lights of \$6,685.53 and an operating cost for the first year in the amount of \$586.96 ("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 for the upgrade to the decorative lights, plus the City's 10% administrative fee, in the total amount of \$4,976.80 and an Annual Operating Cost, plus the City's 10% administrative fee, in the total amount of \$291.71 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 decorative street lights.

2. Upon execution of this Agreement, the Developer and/or Association shall pay directly to the City the amount of \$4,976.80, 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 street lights.

3. Upon execution of this Agreement, or when requested by the City, the Developer/Association shall pay to the City the amount of \$291.71 representing the estimated Annual Operating Cost for the additional streetlights beyond the first standard street light allowed under the Street Light Policy for the first year, plus an administrative fee in the amount of 10%. If the Association fails to pay such costs within thirty (30) days of the Due Date, the City shall have a lien for the amount due and owing, plus interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes according to the laws made and provided for the collection of delinquent property taxes.

4. 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. The Association hereby agrees to pay the Annual Operating Cost as it may be revised due to such increases. The Developer/Association agrees that the Annual Operating Cost shall be a debt to the City from the Association. The Annual Operating Cost shall increase a minimum of \$10.00 per year for each year of the existence of the Agreement.

5. 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 development to enter into this Agreement.

6. 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 binding; and this contract may not be enlarged, modified or altered except in writing signed by both parties and endorsed hereon.

7. 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.

8. 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: Robert J. Gatt
Its: Mayor

By: Cortney Hanson
Its: Clerk

BOLINGBROOKE SINGH, L.L.C. a Michigan limited liability
company on behalf of itself and the Association created in
accordance with the Master Deed for BOLINGBROOKE



By: Avtar S. Grewal

Its: Manager



February 12 2018

City of Novi
26300 Lee BeGole Dr
Novi, MI 48375
Attn: Rebecca Runkel

Re: City of Novi- Bolingbrooke Subdivision-Old Novi Rd-Nov, MI

Attached is the agreement for the work to be performed in the budget letter was sent on February 2, 2018. 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 or Purchase Order in the amount of **\$6,685.53** is also required at this time. Please return **BOTH** signed agreements (as well as check or Purchase Order...made payable to **DTE Energy**) to the following address:

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

Upon receipt of **BOTH** signed copies (and payment), we (DTE Energy) will then sign **BOTH** copies and return **ONE** original back to you.

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 February 12, 2018 between The Detroit Edison 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 September 16, 2013 (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 the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	49873238	
	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:	Bolingbrooke Subdivison-Old Novi Rd & 12 ½ Mile, 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) stock, black MainStreet fiberglass post on concrete foundations, and (2) stock 39w LED Basic Granville with black housing.	
5. Estimated Total Annual Lamp Charges	\$586.96	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$8,446.41
	Credit for 3 years of lamp charges:	\$1,760.88
	CIAC Amount (cost minus revenue)	\$6,685.53
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	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.	
9. 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 _____ 	
10. Customer Address for Notices:	City of Novi 26300 Lee BeGole Dr Novi, MI 48375 Attn: Rebecca Runkel	

11. 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. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least N/A posts and N/A luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. 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 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 N/A. Access to the Customers 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. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: N/A Title: N/A

Phone Number: N/A Email: N/A

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

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

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

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one) YES NO

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

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

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

Company:

Customer:

The Detroit Edison Company

City of Novi

By: _____

By: _____



Name: _____

Name: _____

Title: _____

Title: _____

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

February 15, 2018

Darcy Rechten, Plan Review Engineer
City of Novi
Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: Street Lighting Agreements
Bolingbrooke Site Condominium

Dear Ms. Rechten:

We have received and reviewed the City's Agreement with the Developer and Association to install two (2) decorative street lights at the entrance of the Bolingbrooke Site Condominium Development. While the City will pay the ongoing energy costs relating to a single street light within the public right-of-way, the City passes the ongoing energy cost for additional lamps on to the Association. The Developer will be required to pay the cost of installing the additional street lights and the additional cost of the entrance light that is attributable to the upgraded "decorative" street lighting equipment. The Developer will execute the Agreement on its behalf and on behalf of the Association that will be created pursuant to the Condominium Master Deed.

We have also received and reviewed the Purchase Agreement for Municipal Street Lighting (Work Order 49873238) for the installation of the two (2) street lights serving the Bolingbrooke Subdivision. The Purchase Agreement is a standard form agreement prepared by The Detroit Edison Company ("DTE") for use in projects for installation and maintenance of new street lighting. It references and incorporates the terms of the Master Agreement for Municipal Street Lighting entered into between the City and DTE Energy on March 4, 2013, 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.

Darcy Rechten, Plan Review Engineer
February 15, 2018
Page 2

The Purchase Agreement includes the more specific information relating to each particular project, including total estimated project cost, project location, project specifications, and special order information.

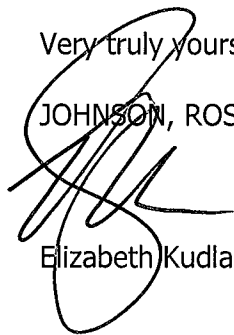
The terms of the Master Agreement apply to each Purchase Agreement for individual projects. The Master Agreement was previously revised to satisfactorily address an issue we raised with the liability provisions in the Agreement.

The Purchase Agreement and Master Street Lighting Agreement are in DTE's standard format and we see no legal impediment to approval of the agreements.

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

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)
Jeffrey Herczeg, Director of Public Services (w/Enclosures)
George Melistas, Senior Engineering Manager (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)