



CITY of NOVI CITY COUNCIL

Agenda Item K
November 24, 2014

SUBJECT: Approval of a Street Light Purchase Agreement with Detroit Edison Company for the installation and ongoing operation costs of street lights within The Preserve at Island Lake (Phase 8) development on Ten Mile Road; and approval of an agreement with Toll MI II Limited Partnership for the sharing of installation and ongoing operation costs per the City's Street Lighting Policy.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *RH*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 13,362 (Installation paid by Developer) \$ 596 (Annual Operating Costs paid by Developer) \$ 298 (Annual Operating Costs paid by City)
AMOUNT BUDGETED	\$ 128,514 (101-442.00-924.000)
LINE ITEM NUMBER	701-000.00-924.000 (Developer Paid Costs) 101-442.00-924.000 (Street Lighting)

BACKGROUND INFORMATION:

The developer of The Preserve at Island Lake (Phase 8), Toll MI II Limited Partnership, is requesting a decorative street light at the entrance to the new residential development on Ten Mile Road east of Napier Road. The Resolution for Amended Street Light Policy adopted September 24, 2012 states that the City will provide one standard overhead street in the public right-of-way at major road entrances of residential developments, such as Island Lake Phase 8, to enhance public safety. The policy also states that if the request is for a decorative street light, then the petitioner shall bear the cost of installation.

The developer is also requesting two additional decorative street lights to be installed inside the subdivision to illuminate pedestrian crosswalks. Because the streets are earmarked to become public streets, the City must act as the intermediary and facilitate their installation with DTE.

The installation costs for all three street lights will be the developer's responsibility. The ongoing operation and energy costs for one street lights (at the Ten Mile entrance to the subdivision) will be paid for by the City, while the developer and successor Homeowner's Association will be billed by the City (and the City will pay Detroit Edison) for the ongoing operation of the other two street lights within the subdivision.

Engineering staff worked with Detroit Edison to determine the appropriate locations for street lights and to obtain estimated installation and ongoing operation costs. The three new street lights will be underground fed Acorn style LED fixtures on a 14' black fiberglass pole.

In order to facilitate installation of the street lights, Detroit Edison Company is requesting approval and execution of the attached Purchase Agreement. The Detroit Edison agreement requires the City to pay the total installation cost of \$13,362 and an ongoing annual lamp charge of \$1,412 for operation and maintenance of the three street lights. As with all other street light installations, the City requires payment by the applicant for all reimbursable charges and the City pays Detroit Edison directly.

A second agreement between the City and Toll Brothers is also provided for consideration to formalize the payment of the installation Island Lake Phase 8. The developer has requested three decorative lights, which under the Street Light Policy requires them to pay the total installation cost of \$13,362. The Street Light Policy stipulates that the City will pay for ongoing energy costs of a single light at the intersection with Ten Mile Road; therefore, energy costs for additional lights will be paid by the petitioner. The attached Agreement states that Island Lake/Toll will pay \$596 to the City for the operating costs associated with two of the three street lights. Toll has paid for its portion of the installation costs. The following table summarizes the costs for the requested streetlights:

Description	City Share	Developer/Association Share	Total
Installation Costs	\$0	\$13,362	\$13,362
Annual Operating Costs	\$298	\$596	\$894

The proposed agreement has been reviewed and recommended for approval by Engineering staff and the City Attorney (Beth Saarela's November 2014 letter is attached).

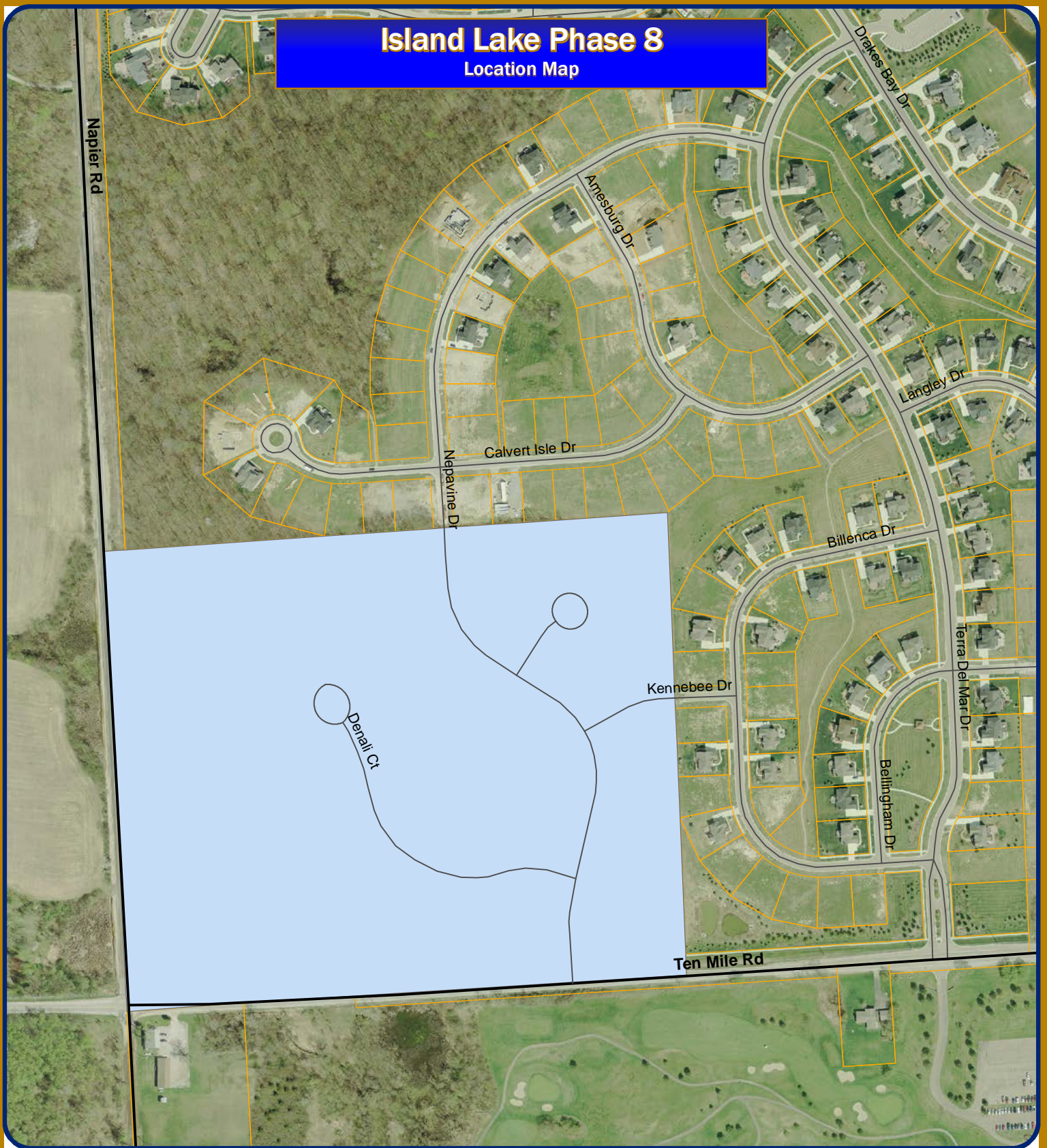
RECOMMENDED ACTION: Approval of a Street Light Purchase Agreement with Detroit Edison Company for the installation and ongoing operation costs of street lights within The Preserve at Island Lake (Phase 8) development on Ten Mile Road; and approval of an agreement with Toll MI II Limited Partnership for the sharing of installation and ongoing operation costs per the City's Street Lighting Policy.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

	1	2	Y	N
Council Member Mutch				
Council Member Poupard				
Council Member Wrobel				

Island Lake Phase 8

Location Map

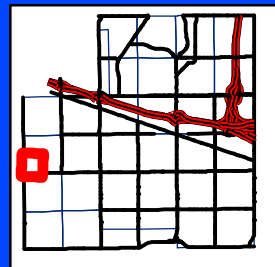


Map Author: Brian Coburn
 Date: 11/17/14
 Project:
 Version #:

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.



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



1 inch = 375 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

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Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

November 18, 2014

Brian Coburn, Engineering Manager
City of Novi
Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Island Lake of Novi – Phase 8 – Master Agreement and Purchase Agreement
for Municipal Street Lighting and Purchase Agreement**

Dear Mr. Coburn:

We have received and reviewed the Master Agreement for Municipal Street Lighting and Purchase Agreement (Work Order 38294394) for the Island Lake Phase 8 Street Lighting Installation Project.

The Master Agreement for Municipal Street Lighting ("Master Agreement") and corresponding Purchase Agreement are standard form agreements prepared by The Detroit Edison Company ("DTE") 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 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.

We note that the City is simultaneously entering into an Agreement with Toll Brothers for payment of a portion of the installation cost and assessment of the annual operating cost for

Brian Coburn, Engineering Manager
November 18, 2014
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the street lighting to the Homeowners Association for Island Lake Phase 8. The Street Lighting Agreement for a New Subdivision is consistent with the Master Agreement and Purchase Agreement 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: Maryanne Cornelius, Clerk (w/Enclosures)
Rob Hayes, Public Services Director (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of [October 9, 2014] between The Detroit Edison Company ("Company") and [City of Novi] ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated [March 4, 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:	[38294394] If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: [##### or N/A]	
2. Location where Equipment will be installed:	[Island Lakes Phase 8. As more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	[Three]	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	[80w LED Acorn fixtures on the Wadsworth 14' post.]	
5. Estimated Total Annual Lamp Charges	\$894.00	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$16,047.00
	Credit for 3 years of lamp charges:	\$2,685.00
	CIAC Amount (cost minus revenue)	\$13,362.00
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 twelve (12) months prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input checked="" type="checkbox"/> YES <input 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:	[26300 Lee Begole Drive] [Novi, MI 48375] [Ben Croy]	

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 0 posts and 0 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 _____
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: _____ Title: _____

Phone Number: _____ Email: _____

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 C 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]

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

STREET LIGHTING AGREEMENT
FOR NEW SUBDIVISIONS

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 TOLL MI II LIMITED PARTNERSHIP, a Michigan Limited Partnership, ("Developer") whose address is 250 Gibraltar Road, Horsham, PA 19044, and the Association created in accordance with the Master Deed for The Preserve at Island Lake Phase 8 Condominium ("Association").

RECITATIONS:

The Developer on behalf of the Association created in accordance with the Master Deed for The Preserve at Island Lake Phase 8 Condominium 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 three street light or lights at Napavine and Ten Mile, Billenca and Kennebec, and Calvert Isle and Denali, 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 The Preserve at Island Lake Phase 8 Condominium 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 streetlight, requiring a charge for installation of the street light(s) of \$13,362 and an operating cost for the first year in the amount of \$894 ("Annual Operating Cost").

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

The parties desire to enter into this Agreement to provide for the payment to the City by the Developer/Association of the cost of installation for three street lights in the amount of \$13,362, and an Annual Operating Cost, in the amount of \$596 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 streetlight.

2. Upon execution of this Agreement, the Developer/Association shall pay their portion of the installation cost of \$13,362, or such other amount as DTE shall require for installation of the proposed street light or street lights. This amount shall be paid to the City.

3. Upon execution of this Agreement, or when requested by the City, the Association shall pay to the City the amount of \$596, representing the estimated Annual Operating Cost for the additional streetlights beyond the first streetlight 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 condominium 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 valid or 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.

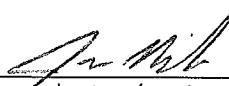
[SIGNATURES BEGIN ON THE NEXT PAGE]

CITY OF NOVI, a Michigan municipal
Corporation

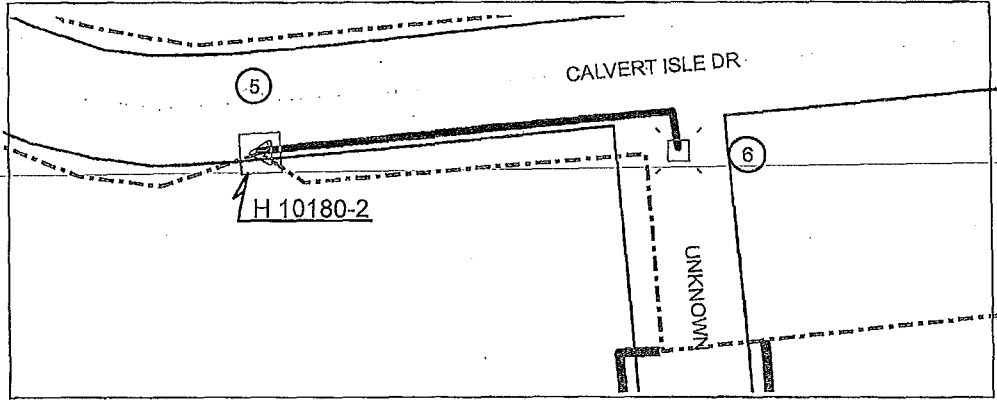
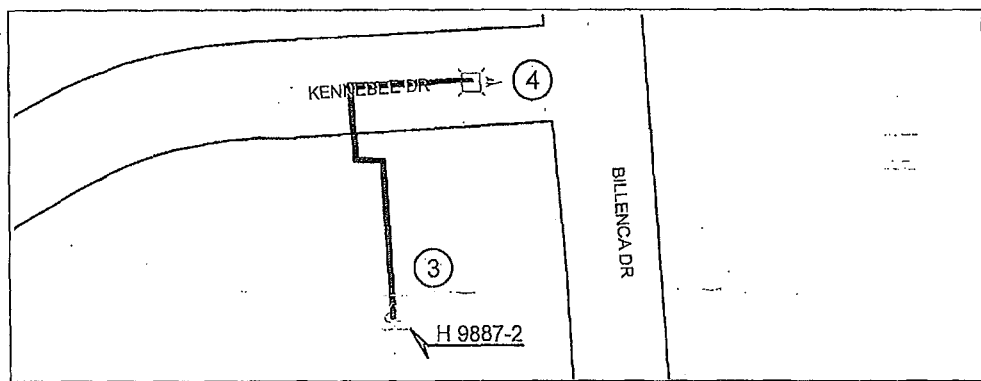
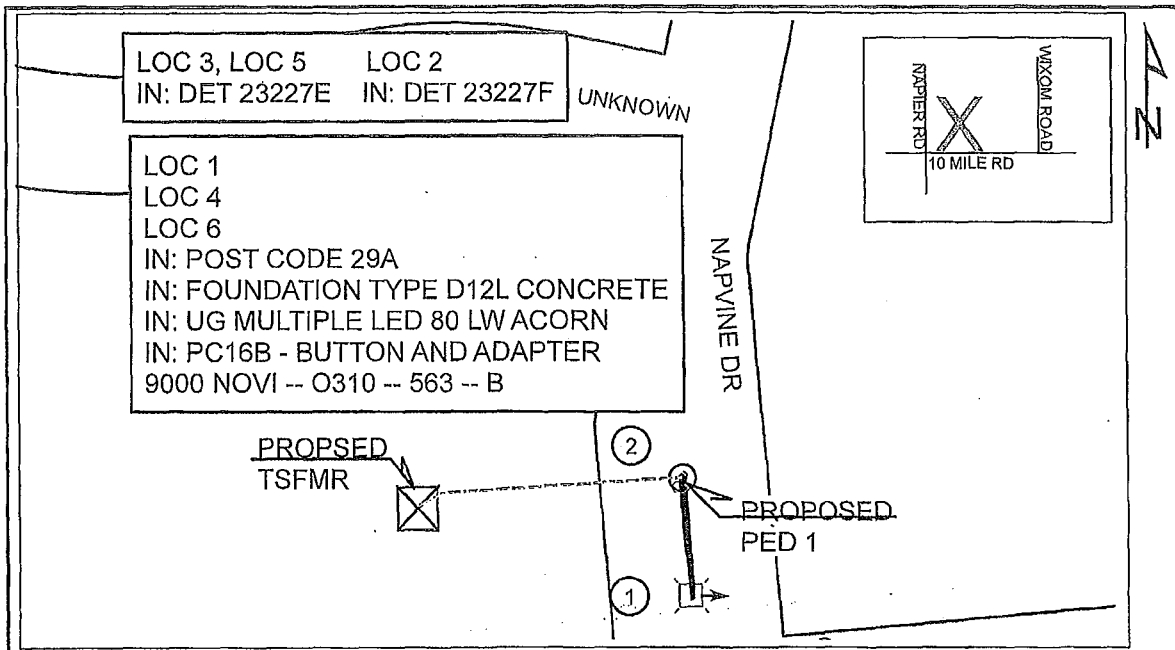
By: Robert J. Gatt
Its: Mayor

By: Maryanne Cornelius
Its: Clerk

TOLL MI II LIMITED PARTNERSHIP, a
Michigan Limited Partnership, on behalf of
the Association created in accordance with
the Master Deed for The Preserve at Island
Lake Phase 8 Condominium


By: JASON MINOCK

Its: Vice President



DTE Energy



Streetlight Billing Summary			
O310 - NOVI CITY OF			
9000 NOVI	IN	3	*563
Created on: 10/17/2014 10:23:27 AM			

Trench-Bore Summary		
Type	Occupants	Length
ST LC - BORE - IN CONDUIT E		557
Total =		557
Cable Summary		
Type	Legacy Stock # /SAP#	Length
B2 ALX2 - #4 ALX1	713-0878/100075024	590
Created on: 10/17/2014 10:35:14 AM		

Work Order # 38307448	Work Order Description NBUS - 3 UG -Island Lakes Sub - 10 Mile E/O Napier - Novi	GIS-DSH	SRV	RSD	PH	PLC
Service Center WWS	Circuit #1 CODY 8824	Circuit #2	COH	COS	CUG	CUS
Worksite City Novi city, Oakland County	Worksite Twp. Viviana County	SCMAT				
Town Novi	Range 01NOBE19	Planner/Name Lee, Linda K	CUE Request # 479660	Version 1	Plot Date 10/17/2014	Scale

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between The Detroit Edison Company ("Company") and the City of Novi ("Customer") as of September 16, 2013.

RECITALS

A. Customer may, from time to time, request the Company to furnish, install, operate and/or maintain street lighting equipment for Customer.

B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties agreement as to the terms of a specific street lighting transaction, the parties shall execute and deliver a Purchase Agreement in the form of the attached Exhibit A (a "Purchase Agreement"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.

2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of the Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as approved by the The Michigan Public Service Commission ("MPSC") from time to time.

3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment ("as defined in the applicable Purchase Agreement") and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid.

5. Modifications. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

6. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company.

7. Street Lighting Service Rate.

a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time, the terms of which are incorporated herein by reference.

b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.

8. Contract Term. This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. 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 twelve (12) months prior written notice to the other party.

9. Design Responsibility for Street Light Installation. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges the Company is not responsible for lighting design standards.

10. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially

responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

11. Force Majeure. The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

12. Subcontractors. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and any replacement Equipment.

13. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, except to the extent such matter is caused by or arises as a result of the negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.

14. Notices. All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111 and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

15. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

16. Miscellaneous.

a. This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Agreement must be in writing and signed by both parties.

b. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Agreement is made solely for the benefit of Company; Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Agreement.

c. A waiver of any provision of this Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Agreement shall not be deemed a waiver of such party's rights hereunder.

d. The section headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation thereof.

e. This Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

g. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of the Agreement.

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

Company:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

(City of Novi)

By: _____

Name: _____

Title: _____

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

STREET LIGHTING AGREEMENT
FOR NEW SUBDIVISIONS

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 TOLL MI II LIMITED PARTNERSHIP, a Michigan Limited Partnership, ("Developer") whose address is 250 Gibraltar Road, Horsham, PA 19044, and the Association created in accordance with the Master Deed for The Preserve at Island Lake Phase 8 Condominium ("Association").

RECITATIONS:

The Developer on behalf of the Association created in accordance with the Master Deed for The Preserve at Island Lake Phase 8 Condominium 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 three street light or lights at Napavine and Ten Mile, Billenca and Kennebec, and Calvert Isle and Denali, 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 The Preserve at Island Lake Phase 8 Condominium 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 streetlight, requiring a charge for installation of the street light(s) of \$13,362 and an operating cost for the first year in the amount of \$894 ("Annual Operating Cost").

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

The parties desire to enter into this Agreement to provide for the payment to the City by the Developer/Association of the cost of installation for three street lights in the amount of \$13,362, and an Annual Operating Cost, in the amount of \$596 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 streetlight.

2. Upon execution of this Agreement, the Developer/Association shall pay their portion of the installation cost of \$13,362, or such other amount as DTE shall require for installation of the proposed street light or street lights. This amount shall be paid to the City.

3. Upon execution of this Agreement, or when requested by the City, the Association shall pay to the City the amount of \$596, representing the estimated Annual Operating Cost for the additional streetlights beyond the first streetlight 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 condominium 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 valid or 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

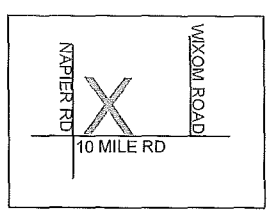
By: Maryanne Cornelius
Its: Clerk

TOLL MI II LIMITED PARTNERSHIP, a Michigan Limited Partnership, on behalf of the Association created in accordance with the Master Deed for The Preserve at Island Lake Phase 8 Condominium


By: JASON MINOCK
Its: Vice President

LOC 3, LOC 5 LOC 2
 IN: DET 23227E IN: DET 23227F UNKNOWN

LOC 1
 LOC 4
 LOC 6
 IN: POST CODE 29A
 IN: FOUNDATION TYPE D12L CONCRETE
 IN: UG MULTIPLE LED 80 LW ACORN
 IN: PC16B - BUTTON AND ADAPTER
 9000 NOVI -- O310 -- 563 -- B



NAPVINE DR

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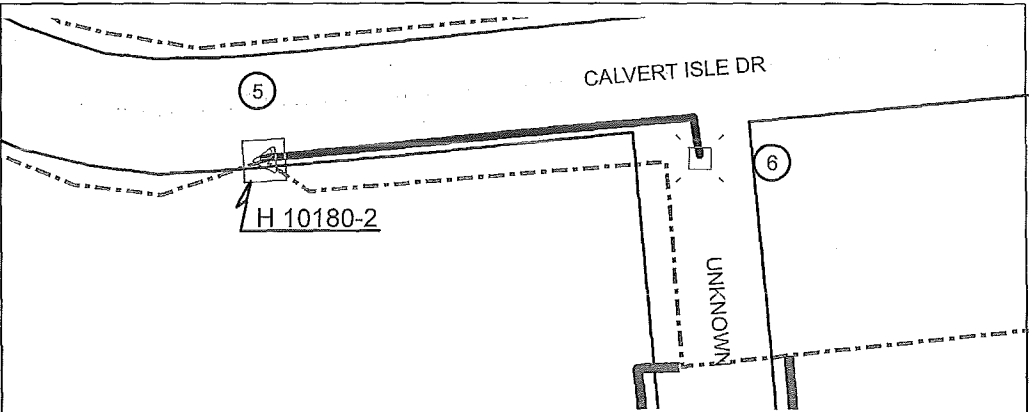
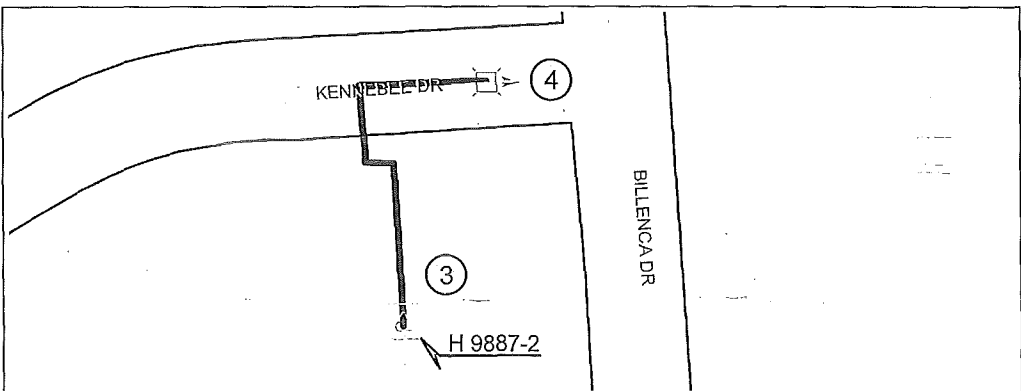


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PROPOSED
 PED 1

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Trench-Bore Summary		
Type	Occupants	Length
ST LT - BORE - IN CONDUIT E		557
Total =		557

Cable Summary		
Type	Legacy Stock # /SAP #	Length
#2 ALX2 - #4 ALX1	713-0878/100075024	590

Streetlight Billing Summary	
O310 - NOVI CITY OF	
9000 NOVI IN 3 *563	

DTE Energy



Work Order # 38307448	Work Order Description NBUS - 3 UG -Island Lakes Sub - 10 Mile E/O Napier - Novi	GIS-DSN	SRW	RSD	PH	FLC
Service Center WWS	Circuit #1 CODY 8824	COH	COS	CUG	CUL	CUS
Worksite City Novi city, Oakland County	Worksite Twp	Worksite County			SCHMAT	
Town Novi	Range 01N08E19	Section 01	City Novi	Planner Name Lee, Linda K	CUE Request # 479660	Version 1
				Plot Date 10/17/2014	Scale	



Treasury Department

45175 Ten Mile

Novi, MI 48375

Ph: 248-347-0440

Fx: 248-735-5681

RECEIPT NUMBER

00230501

Paid By

TOLL MI II LIMITED PARTNERSHIP

28004 CENTER OAKS CT STE 200

Wixom, MI 48393

11/03/2014

Type	Record	Category	Description	Amount
Permit	PSTL13-005	Engineering	Street Light Escrow	\$ 13,362.00
Permit	PSTL13-005	Admin Fees	Admin Fee Engineering 10	\$ 1,336.20

Total	\$ 14,698.20
Cash	
Check	\$ 14,698.20
Credit	
Transferred	
Tendered	\$ 14,698.20
Change	\$ 0.00
To Overpayment	\$ 0.00

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of [October 9, 2014] between The Detroit Edison Company ("Company") and [City of Novi] ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated [March 4, 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:	[38294394]	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: [##### or N/A]	
2. Location where Equipment will be installed:	[Island Lakes Phase 8. As more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	[Three]	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	[80w LED Acorn fixtures on the Wadsworth 14' post.]	
5. Estimated Total Annual Lamp Charges	\$894.00	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$16,047.00
	Credit for 3 years of lamp charges:	\$2,685.00
	CIAC Amount (cost minus revenue)	\$13,362.00
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 twelve (12) months prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input checked="" type="checkbox"/> YES <input 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:	[26300 Lee Begole Drive] [Novi, MI 48375] [Ben Croy]	

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 0 posts and 0 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 _____.
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: _____ Title: _____

Phone Number: _____ Email: _____

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 C 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: _____

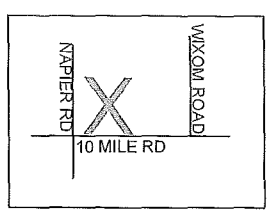
Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

LOC 3, LOC 5 LOC 2
 IN: DET 23227E IN: DET 23227F UNKNOWN

LOC 1
 LOC 4
 LOC 6
 IN: POST CODE 29A
 IN: FOUNDATION TYPE D12L CONCRETE
 IN: UG MULTIPLE LED 80 LW ACORN
 IN: PC16B - BUTTON AND ADAPTER
 9000 NOVI -- O310 -- 563 -- B



NAPVINE DR

PROPOSED
 TSFMR

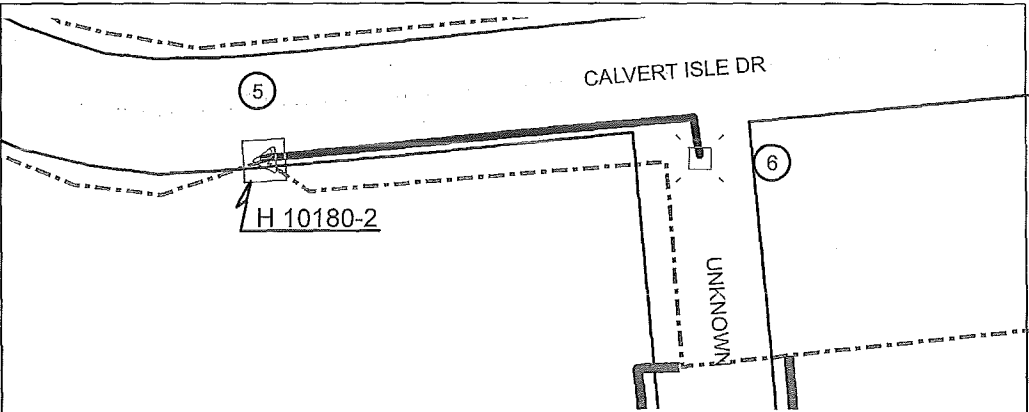
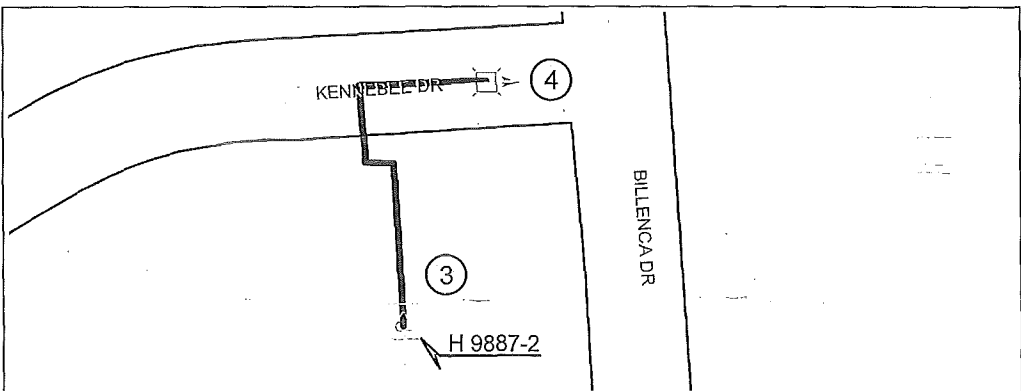


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PROPOSED
 PED 1



Streetlight Billing Summary			
O310 - NOVI CITY OF			
9000 NOVI	IN	3	*563
Created on: 10/17/2014 10:23:37 AM			

Trench-Bore Summary		
Type	Occupants	Length
ST LT - BORE - IN CONDUIT E		557
Total =		557

Cable Summary		
Type	Legacy Stock # /SAP #	Length
#2 ALX2 - #4 ALX1	713-0878/100075024	590
Created on: 10/17/2014 10:23:14 AM		

DTE Energy



Work Order # 38307448	Work Order Description NBUS - 3 UG -Island Lakes Sub - 10 Mile E/O Napier - Novi	GIS-DSN	SRW	RSD	PH	FLC
Service Center WWS	Circuit #1 CODY 8824	COH	COS	CUG	CUL	CUS
Worksite City Novi city, Oakland County	Worksite Twp	Worksite County			SCHMAT	
Town 01N08E19	Range 01N08E19	Section 01N08E19	Planner Name Lee, Linda K	CUE Request # 479660	Version 1	Plot Date 10/17/2014