



# CITY of NOVI CITY COUNCIL

**Agenda Item H**  
**May 9, 2016**

**SUBJECT:** Approval of a Street Light Purchase Agreement with Detroit Edison Company for the installation and ongoing operation costs of a street light at the intersection of West Park Drive and Summerlin; and approval of an agreement with Summerlin of Novi Homeowners Association for the sharing of installation costs per the City's Street Lighting Policy.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *BTC RJA*

**CITY MANAGER APPROVAL:** *[Signature]*

<b>EXPENDITURE REQUIRED</b>	\$ 3,170.21 (Installation paid by Association) \$ 3,193.37 (Installation paid by City) <u>\$ 329.56 (Annual Operating Costs paid by City)</u> <b>\$ 6,693.14 TOTAL</b>
<b>AMOUNT BUDGETED</b>	\$ 3,270 (Street Light Installations) \$ 94,182 (Street Light Operating Costs)
<b>LINE ITEM NUMBER</b>	701-000.00-924.000 (Developer Paid Costs) 101-442.00-924.050 (Street Light Installation) 101-442.00-924.000 (Street Light Operations)

**BACKGROUND INFORMATION:**

The Summerlin of Novi Homeowners Association is requesting a standard overhead street light at the entrance to the subdivision located off of West Park Drive, south of Pontiac Trail. The Resolution for Amended Street Light Policy adopted September 24, 2012 states that the City will provide one standard overhead street light in the public right-of-way at major road entrances of residential developments, such as Summerlin, to enhance public safety. The policy also states that if the distance between the proposed streetlight and the source of electricity is greater than 100 feet, the Association is responsible for the costs associated with the additional distance. The ongoing operation and energy costs for the street light will be paid for by the City.

Engineering staff worked with Detroit Edison to determine the appropriate locations for street lights and to obtain estimated installation and ongoing operation costs. The new street light will be an underground fed LED fixture on a 30' 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 \$6,363.58 and an ongoing annual lamp charge of \$329.56 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 Detroit Edison directly.

A second agreement between the City and Summerlin of Novi Homeowners Association is also provided for consideration to formalize the payment of the installation at Summerlin. The Association has paid \$3,170.31 for the additional costs related to the electrical extension and the City would pay \$3,193.37 for a total installation cost of \$6,363.58. The Street Light Policy stipulates that the City will pay for ongoing energy costs of the light at the intersection with Beck Road. The following table summarizes the costs for the requested streetlight:

Description	City Share	Developer/Association Share	Total
Installation Costs	\$3,193.37	\$3,170.31	\$6,363.58
Annual Operating Costs	\$329.56	0	\$329.56

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

**RECOMMENDED ACTION:** Approval of a Street Light Purchase Agreement with Detroit Edison Company for the installation and ongoing operation costs of a street light at the intersection of West Park Drive and Summerlin; and approval of an agreement with Summerlin of Novi Homeowners Association for the sharing of installation costs per the City's Street Lighting Policy.

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Burke</b>				
<b>Council Member Casey</b>				

	1	2	Y	N
<b>Council Member Markham</b>				
<b>Council Member Mutch</b>				
<b>Council Member Wrobel</b>				



# Location Map

Summerlin of Novi



Map Author: Coburn  
Date: 5/2/16  
Project:  
Version #:

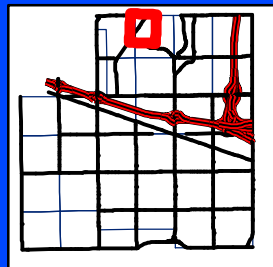
Amended By:  
Date:  
Department:

#### 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.

#### Map Legend

Summerlin



## City of Novi

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



1 inch = 459 feet







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.johnsonrosati.com

April 29, 2016

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

**Re: DTE Energy - Purchase Agreement for Municipal Street Lighting  
*Summerlin of Novi Site Condominium***

Dear Mr. Coburn:

We have received and reviewed the Purchase Agreement for Municipal Street Lighting (Work Order 44540863) for an entranceway light at the intersection of Summerlin Blvd., and West Park Drive. The Subdivision Association will pay the cost for an upgrade in the street light.

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.

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.

Brian Coburn, Engineering Manager  
April 29, 2016  
Page 2

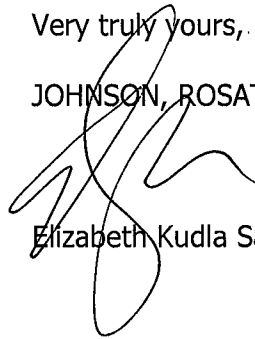
The Purchase Agreement and Master Street Lighting Agreement are in DTE's standard format and we see no legal impediment to approval of the agreements.

The Summerlin of Novi Homeowners Association has agreed to pay the upgrade cost for decorative streetlights, while the City will pay the ongoing energy costs relating to the street lights. We see no legal impediment to entering into the modified version of the Agreement and the terms of the Agreement are consistent with the City's Street Lighting Policy.

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)  
Adam Wayne, Construction Engineer (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**Exhibit A to Master Agreement**

**Purchase Agreement**

This Purchase Agreement (this "Agreement") is dated as of April 12, 2016 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:	43650583	
	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:	On the entrance island at the intersection of West Park & Summerlin Blvd, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install (1) stock 135 watt Autobahn LED fixture with gray housing mounted on a 30' smooth tapered fiberglass direct bury pole (Code 80).	
5. Estimated Total Annual Lamp Charges	\$329.56	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$7,352.21
	Credit for 3 years of lamp charges:	\$988.68
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$6,363.58</b>
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 <b>Signature:</b> _____	
10. Customer Address for Notices:	City of Novi 26300 Lee Begole Dr Novi, MI 48375	

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 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: \_\_\_\_\_

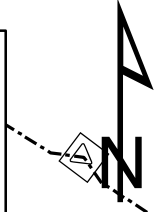


**Attachment 1 to Purchase Agreement**

**Map of Location**

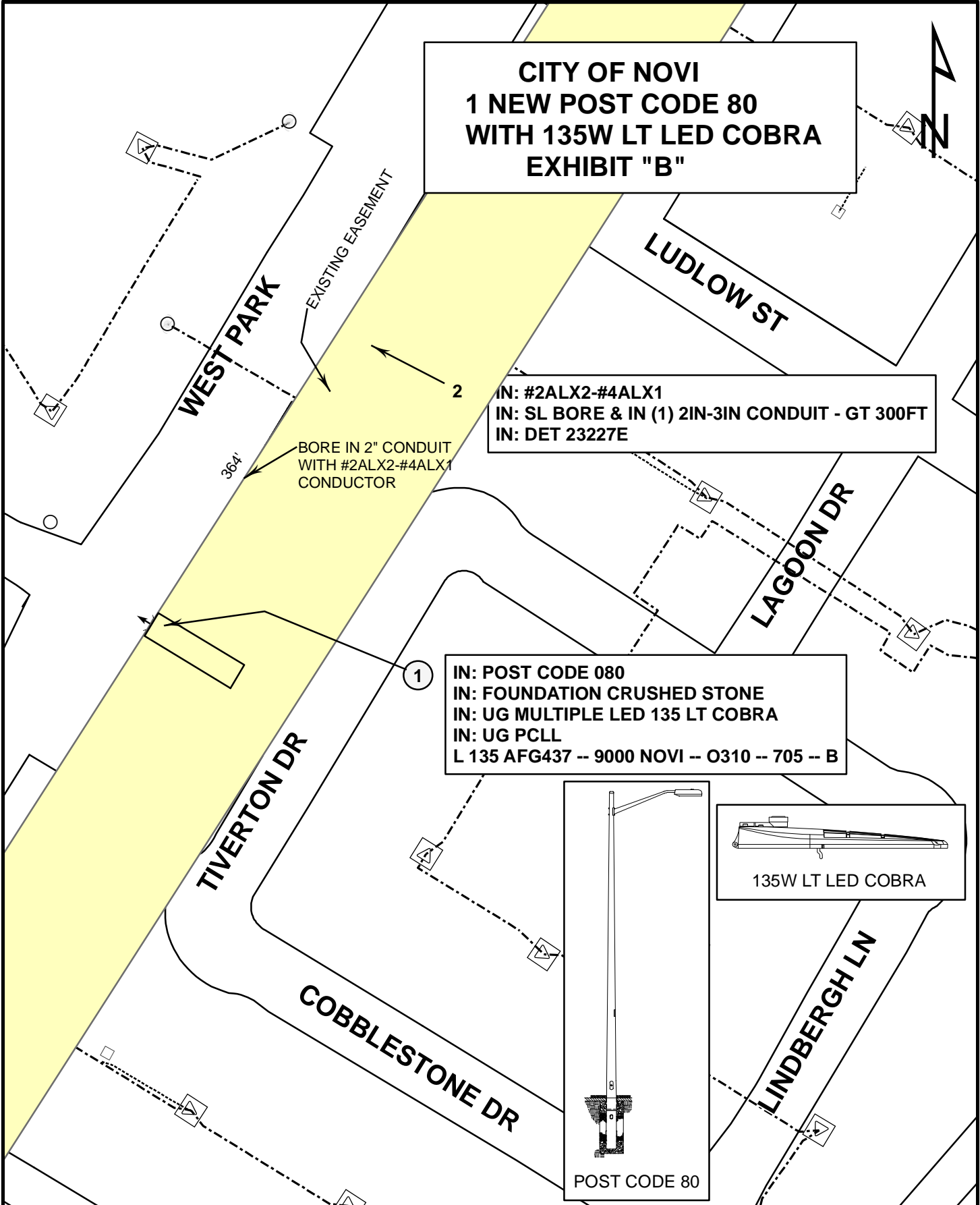
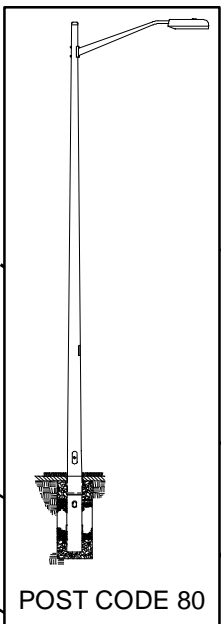
[To be attached]

**CITY OF NOVI  
1 NEW POST CODE 80  
WITH 135W LT LED COBRA  
EXHIBIT "B"**



IN: #2ALX2-#4ALX1  
IN: SL BORE & IN (1) 2IN-3IN CONDUIT - GT 300FT  
IN: DET 23227E

IN: POST CODE 080  
IN: FOUNDATION CRUSHED STONE  
IN: UG MULTIPLE LED 135 LT COBRA  
IN: UG PCLL  
L 135 AFG437 -- 9000 NOVI -- O310 -- 705 -- B



Work Order # 43677909	Work Order Description CWO NBUS - 1 UG - WEST PARK & SUMMERLIN BLVD - NOVI	GIS-DSN	SRW	RSD	PH	PLC		
Service Center	Circuit #1	Circuit #2	COH	COS	CUG	CUL		
Service Center NOVI	Circuit 1	Circuit 2	Worksite City NOVI	Worksite County		SCMAT		
Town	Range	Section	Qtr	Planner Name O'Donnell, Michael W	CUE Request # 582500	Version 1	Plot Date 10/14/2015	Scale
Town Range Section								

## 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 Summerlin of Novi Homeowners' Association, a domestic non-profit corporation, ("Association") whose address is 44882 Lindbergh, Novi, MI 48377.

### **RECITATIONS:**

The Association is the entity designated by the By-laws of the Summerlin of Novi Homeowners' Association to administer the affairs of said subdivision.

The Association has requested the City to assist it in making a certain local public improvement consisting of the installation of a street light at West Park Dr. and Summerlin Blvd., as described and depicted on the attached Exhibit A hereto.

The Board of the Association has authorized the president of the Association to execute this Agreement.

The City has obtained from the Detroit Edison Company ("DTE") an estimate for the installation and annual operation of said streetlight of \$6,363.58 and an operating cost for the first year in the amount of \$329.56 ("Annual Operating Cost").

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

Due to the location of the proposed street light within the public right-of-way DTE requires that the City be billed for the Annual Operating Cost.

The parties desire to enter into this Agreement to provide for the payment by the City of the Annual Operating Cost, for which the City will be billed by DTE directly.

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, or when requested by DTE, whichever occurs first, the Association shall pay directly to DTE the upgrade cost of \$3,170.21 (the "Upgrade Cost"), or such other amount as DTE shall require for installation of the CIAC over 100 feet.

The Association shall have the right to review and approve the final Upgrade Cost prior to commencing installation of the decorative street lights and shall have the option to cancel installation in the event that the Upgrade Cost exceeds \$3,170.21 by more than 10%. The Upgrade Cost is the only cost that will be incurred by the Association pursuant to this Agreement.

3. Upon payment of the installation cost, the City shall assume responsibility for ongoing energy costs associated with said street light for perpetuity.

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.

5. The execution of this Agreement by the President of the Association 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


SUMMERLIN OF NOVI  
HOMEOWNERS' ASSOCIATION, a  
Domestic non-profit corporation

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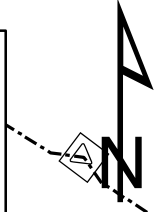
By: Robert J. Gatt  
Its: Mayor

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By: Maryanne Cornelius  
Its: Clerk

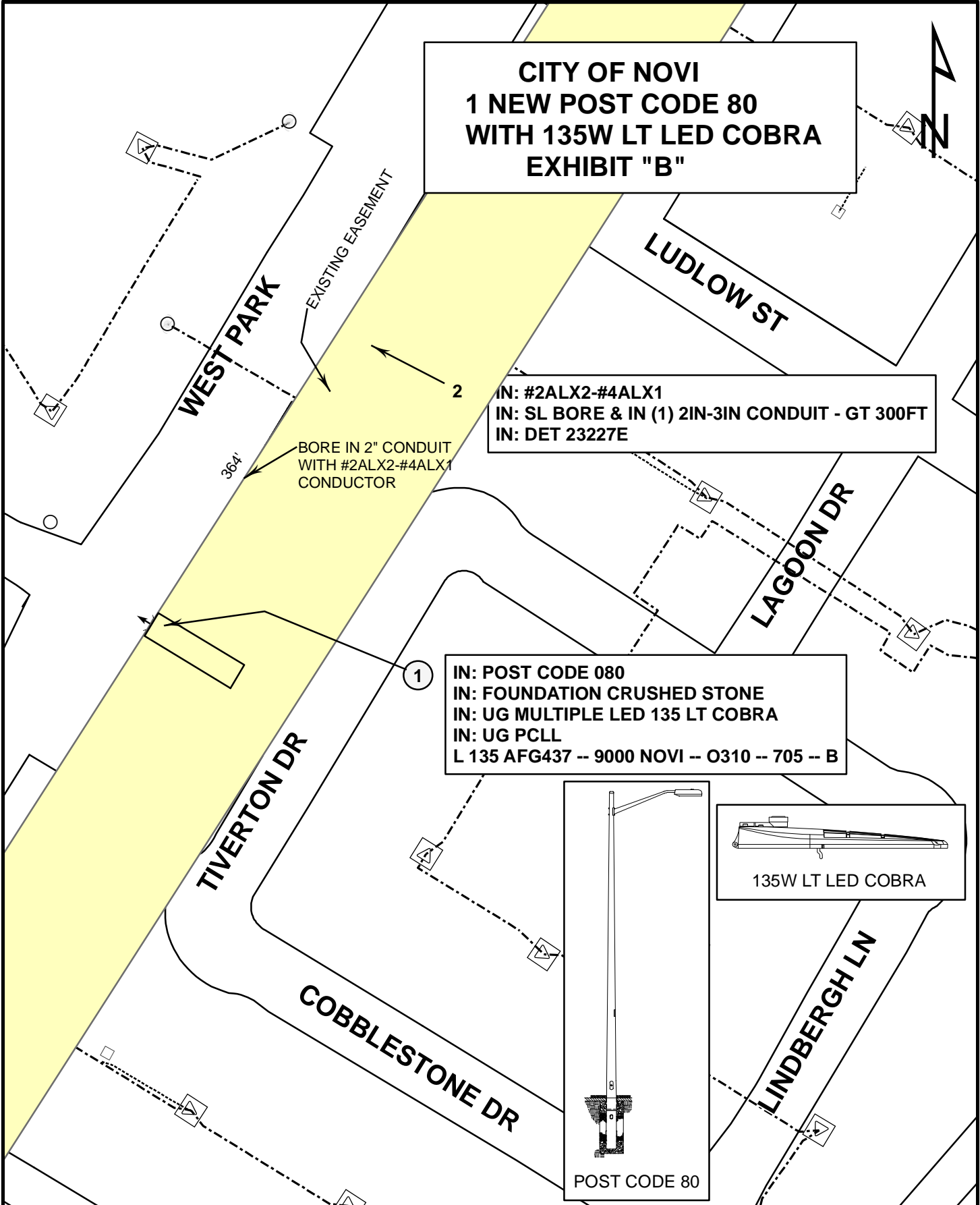
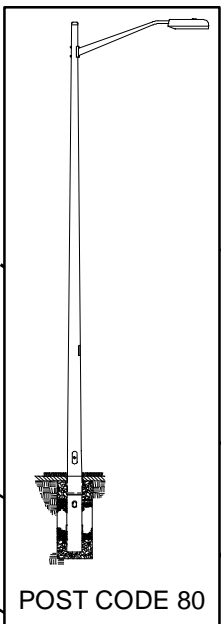
  
By: Frank Gourneau President  
Its: President, Summerlin of Novi  
Home Owners Association

**CITY OF NOVI  
1 NEW POST CODE 80  
WITH 135W LT LED COBRA  
EXHIBIT "B"**



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Town	Range	Section	Qtr	Planner Name O'Donnell, Michael W	CUE Request # 582500	Version 1	Plot Date 10/14/2015	Scale
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