



CITY of NOVI CITY COUNCIL

Agenda Item D
December 17, 2013

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 Scarborough Lane and Meadowbrook Road to serve the Willowbrook Farm development; and approval of an agreement with Willowbrook Farm Homeowners Association for the sharing of installation costs per the City's Street Lighting Policy.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{R17} B1C

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 5,643.15 (installation costs)
AMOUNT BUDGETED	\$ 85,000.00
LINE ITEM NUMBER	101-442.00-924.000 (Street Lighting)

BACKGROUND INFORMATION:

The Willowbrook Farm Homeowners Association provided the attached letter in August 2013 requesting a single standard street light at the entrance to Willowbrook Farm Sub 2 on Meadowbrook Road at Scarborough Drive. The Resolution for Amended Street Light Policy adopted September 24, 2012 states that the City will provide a standard overhead street light in the public right-of-way at major road entrances of residential developments, such as Willowbrook Farm, to enhance public safety. Engineering staff worked with Detroit Edison to determine the appropriate location that would avoid overhead line clearance issues and to obtain estimated installation and ongoing operation costs. The new street light will be the standard LED fixture on a 30-foot tall pole.

The Street Light Policy also stipulates that the City will pay for the installation costs if the street light is located within 100 feet of the existing electrical service, otherwise the petitioner would bear the additional installation costs. During Detroit Edison's review, it was determined that the proposed street light would be more than 100 feet away from the existing electrical service. The actual installation cost for the proposed street light is \$5,643.15. The difference in installation costs between the proposed location and a location that is 100 feet away from the electrical service is \$2,229.64 according to Detroit Edison.

In order to facilitate installation of the street light at Willowbrook Farm Sub 2's entrance, Detroit Edison Company is requesting approval and execution of the attached Master Agreement and Purchase Agreement. The Detroit Edison agreements require the City to pay the total installation cost of \$5,643.15 and an ongoing annual lamp charge of \$311.97 for operation and maintenance of the street light. As with all other street light installations, the City must pay Detroit Edison directly for all charges and the City seeks reimbursement from the property owner or Homeowners Association for eligible costs under the Street Lighting Policy.

A second agreement between the City and the Willowbrook Farm Homeowners Association is also provided for consideration to formalize the sharing of installation costs between the City and Willowbrook Farm as indicated above. The attached Agreement states that the City will pay \$3,413.51 of the total installation cost (based on the 100 foot distance in the policy) and that Willowbrook Farm will pay \$2,229.64 (for the additional costs for the location of the street light beyond 100 feet from the electrical service as stated in the policy). Willowbrook Farm provided a check on November 27, 2013 for 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's December 4, 2013 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 Scarborough Lane and Meadowbrook Road to serve the Willowbrook Farm development; and approval of an agreement with Willowbrook Farm Homeowners Association for the sharing of installation costs per the City's Street Lighting Policy.

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

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

Proposed Street Light Location

Willowbrook Farm Subdivision 2



Proposed Street Light

Map Author: Coburn
Date: 12/9/13
Project:
Version #:

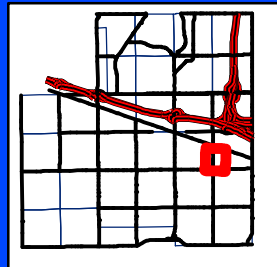
Amended By:
Date:
Department:

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

 Developments



City of Novi

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



1 inch = 358 feet





WILLOWBROOK
• F A R M •
HOMEOWNERS ASSOCIATION

P.O. BOX 169 NOVI, MICHIGAN 48375

August 9, 2013

Rob Hayes
Director of Public Services / City Engineer
City of Novi,
26300 Lee BeGole Drive,
Novi, Michigan 48375

Regarding: Street Light Placement at Entrance of Willowbrook Farm Phase 2

The Willowbrook Farm Homeowners Association is requesting the City of Novi place a street light at the entrance of Willowbrook Farm Phase 2 which is located at Scarborough and Meadowbrook Road. This location is very dark at night and creates a safety hazard. Singh Development did not make arrangements for a street light at this location when they developed Willowbrook Farm.

If you have any questions regarding this request, please contact me.

Wayne M. Wrobel

President

WillowbrookFarm Homeowners Association



JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627

Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

December 4, 2013

Brian Coburn, Engineering Manager
CITY OF NOVI
Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

RE: Willowbrook Farm Subdivision No. 2 Street Lighting Agreements

Dear Mr. Coburn:

We have received and reviewed the following Agreements relating to the installation of a subdivision entrance light at the intersection of Meadowbrook Road and Scarborough Lane:

- Master Agreement for Municipal Street Lighting
- Purchase Agreement
- Agreement

Master Agreement

The Master Agreement for Municipal Street Lighting is DTE's standard agreement provided by the Detroit Edison Company ("DTE") containing the terms and conditions of its installation of the street light, including terms of payment or installation, basis of the cost of ongoing electric service, requirements for maintenance and replacement of parts, limitations of liability, and contact term. The liability provision was previously modified pursuant to discussions with DTE and is consistent with the prior approved version. We see no legal impediment to entering into the Master Agreement for Municipal Street Lighting.

Purchase Agreement

The Purchase Agreement is incorporated into the Master Agreement, above, and sets forth the specific terms, including cost and type of equipment for this particular project. Subject to

Brian Coburn, Engineering Manager
December 4, 2013
Page 2

engineering confirmation that the proper equipment is referenced, we see no legal impediment into entering into the Purchase Agreement.

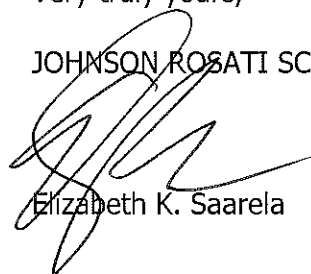
The Agreement (Between the City and the Willowbrook Farm Homeowners Association)

Finally, the Agreement is the City's Agreement prepared by Engineering with the Willowbrook Farm Homeowners Association for the cost of the installation of the single entrance street light. The Agreement is consistent with the City's Municipal street lighting policy, which requires the property owner to pay additional costs related to the installation of the street light more than 100 feet away from DTE's existing electrical service. We see no legal impediment to the City entering into this Agreement.

If you have any questions, please feel free to contact me.

Very truly yours,

JOHNSON ROSATI SCHULTZ JOPPICH P.C.



Elizabeth K. Saarela

EKS

Enclosure

C: Maryanne Cornelius, Clerk (w/Enclosure)
Rob Hayes, Public Services Director (w/Enclosure)
Erica Morgan, ROW Coordinator (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)



November 13, 2013

City of Novi
Attn: Erica Morgan
26300 Lee BeGole Drive
Novi, MI 48375

Re: Proposed Street Lighting: Willowbrook Farms 2 – Meadowbrook Rd & Scarborough Ln

We have completed our review of your request for street lighting and have prepared a cost estimate for the installation of one streetlight at Meadowbrook Rd & Scarborough Ln. The proposed equipment style is an underground fed 135 watt LED cobrahead fixture mounted on a 30' black fiberglass pole. Per your request, I have included pricing for the two proposed locations as well as for a location 100' from the feed point.

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

1 Pole & 1 Fixture – Cost to construct light at 100' from feed point

Annual Operating Cost	\$311.97
Cost to construct	\$4,349.42
Three year revenue credit	(\$935.91)
Contribution from City of Novi	\$3,413.51

Location 1 - 1 Pole & 1 Fixture (In the median)

Annual Operating Cost	\$311.97
Cost to construct	\$6,579.06
Three year revenue credit	(\$935.91)
Contribution from City of Novi	\$5,643.15


Location 2 - 1 Pole & 1 Fixture (North Side of Scarborough Ln)

Annual Operating Cost	\$311.97
Cost to construct	\$5,923.14
Three year revenue credit	(\$935.91)
Contribution from City of Novi	\$4,987.23

The price quoted shall be in effect for a period of six months from the date of the letter, after which these costs will no longer be valid. After installation the total cost for additional modification, relocation or removal will be the responsibility of the requesting party. Payment of the customer contribution must be made prior to the actual start of construction.

Please contact me for a Street Lighting Agreement if you would like to proceed with the above installation. If you have questions please call me at 734-397-4188.

Regards,

A handwritten signature in black ink that reads "Joe Honce" with a stylized flourish at the end.

Joe Honce
Principal Account Manager
DTE Energy - Community Lighting

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:	Customer:
The Detroit Edison Company	[City of Novi]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of November 21, 2013 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 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:	37289637	
	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:	In the entrance island at Meadowbrook Rd & Scarborough Ln, 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> "):	Underground fed 135 watt black LED Autobahn cobrahead fixture mounted on a 30' black fiberglass pole	
5. Estimated Total Annual Lamp Charges	\$311.97	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$6,579.06
	Credit for 3 years of lamp charges:	\$935.91
	CIAC Amount (cost minus revenue)	\$5,643.15
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:	26300 Lee Begole Drive Novi, MI 48375 Erica Morgan	

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 ___ posts and ___ 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: _____

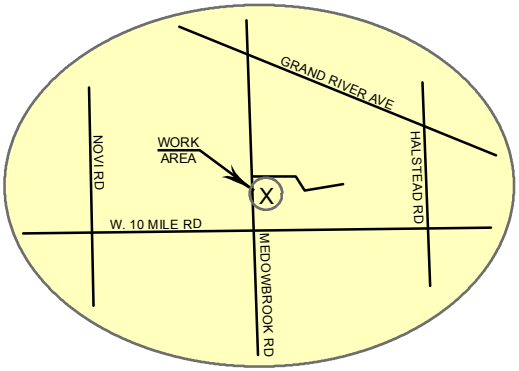
Title: _____

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

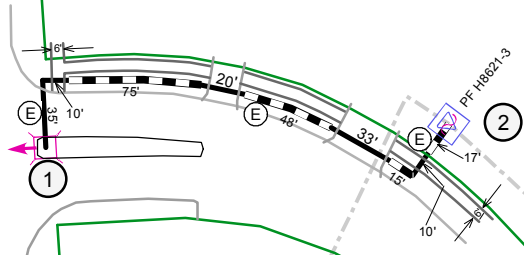
Streetlight Billing Summary
O310 - NOVI CITY OF
 9000 NOVI IN 1 *703
 Created on: 10/11/2013 11:41:13 AM



LOC # 1
 IN: POST CODE 080
 IN: FOUNDATION CRUSHED STONE
 IN: UG MULTIPLE LED 135 LT COBRA
 IN: UG PCLL
 L 135 AAM075 -- 9000 NOVI -- O310 -- 703 -- B

LOC # 2
 IN: DET 23227E

MEADOWBROOK RD



LE BOST CT

SCARBOROUGH LN

LE BOST DR

Trench-Bore Summary		
Type	Occupants	Length
ST LT - BORE - IN CONDUIT	E	108
ST LT - TRENCH-IN CONDUIT	E	155
Total =		263

Cable Summary		
Type	Legacy Stock # /SAP #	Length
#2 ALX2 - #4 ALX1	713-0878/100075024	277

Created on: 10/11/2013 11:41:27 AM

Work Order # 37294493	Work Order Description CL - Meadowbrook - Novi - Install (3) UG SL	GIS-DSN	SRW	RSD	PH	PLC
Service Center Service Center	Circuit #1 Circuit 1	Circuit #2 Circuit 2	COH	COS	CUG	CUL
Service Center	Worksite City Twp County		Worksite Twp.			Worksite County
Town	Range	Section	Qtr	Planner Name Ewell, Darien R	CUE Request # 390322	Version 1
Town Range Section				Plot Date 11/2/2013	Scale 100' = 1"	SCMAT

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 Willowbrook Farm Homeowners Association, a Michigan non-profit corporation, ("Association") whose address is P.O. Box 169 Novi, Michigan 48375.

RECITATIONS:

The Association is the entity designated by the By-laws of the Willowbrook Farm 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 the intersection of Meadowbrook Road and Scarborough Lane, 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, requiring an installation charge of \$5,643.15 and an operating cost for the first year in the amount of \$311.97 ("Annual Operating Cost").

The Amended Street Lighting Policy adopted by City Council on September 24, 2012 states that the City will pay for portion of the installation of a single standard entryway street light not covered by DTE and that the City will pay for ongoing energy costs associated with said street light for perpetuity. The Policy further states that in cases where electrical service for the street light is more than 100 feet from the proposed street light location, the Association will bear the additional installation costs.

The electrical service for the proposed street light at the intersection of Meadowbrook Road and Scarborough Lane is approximately 263 feet from the proposed street light location. Therefore, the Association shall be responsible for the additional cost associated with installing a street light more than 100 feet from the existing electrical service.

The City has agreed to assist the 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 Association of the installation costs of said light, 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 streetlight.

2. Upon execution of this Agreement, the Association shall pay their portion of the installation cost of \$2,229.64, or such other amount as DTE shall require for installation of the proposed standard overhead street light. This amount shall be paid to the City.

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. The Association may be responsible for all or any portion of any increased cost associated with installation of the street light more than 100 feet from the existing electrical service.

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. 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

WILLOWBROOK FARM
HOMEOWNERS ASSOCIATION, a
Michigan non-profit corporation

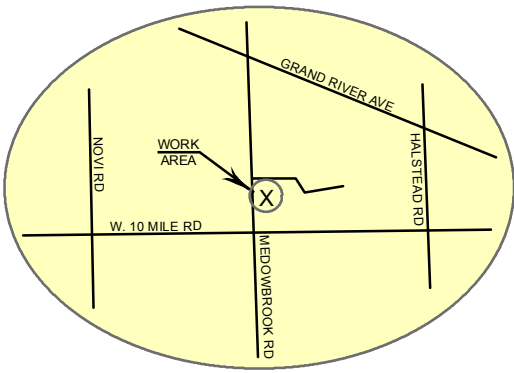
By: Robert J. Gatt
Its: Mayor



By: Wayne Wrobel
Its: President

By: Maryanne Cornelius
Its: Clerk

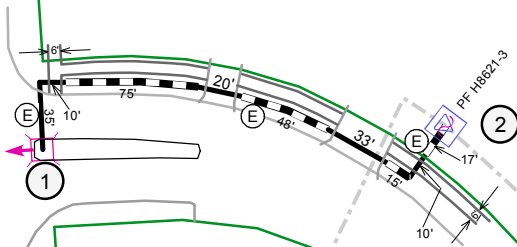
Streetlight Billing Summary
O310 - NOVI CITY OF
 9000 NOVI IN 1 *703
 Created on: 10/11/2013 11:41:13 AM



LOC # 1
 IN: POST CODE 080
 IN: FOUNDATION CRUSHED STONE
 IN: UG MULTIPLE LED 135 LT COBRA
 IN: UG PCLL
 L 135 AAM075 -- 9000 NOVI -- O310 -- 703 -- B

LOC # 2
 IN: DET 23227E

MEADOWBROOK RD



LE BOST CT

SCARBOROUGH LN

LE BOST DR

Trench-Bore Summary		
Type	Occupants	Length
ST LT - BORE - IN CONDUIT	E	108
ST LT - TRENCH-IN CONDUIT	E	155
Total =		263

Cable Summary		
Type	Legacy Stock # /SAP #	Length
#2 ALX2 - #4 ALX1	713-0878/100075024	277

Created on: 10/11/2013 11:41:27 AM

Work Order # 37294493	Work Order Description CL - Meadowbrook - Novi - Install (3) UG SL	GIS-DSN	SRW	RSD	PH	PLC		
Service Center Service Center	Circuit #1 Circuit 1	Circuit #2 Circuit 2	COH	COS	CUG	CUL		
Service City	Worksite City Twp County Worksite City Twp County	Worksite Twp.	Worksite County	SCMAT				
Town	Range	Section	Qtr	Planner Name Ewell, Darien R	CUE Request # 390322	Version 1	Plot Date 11/2/2013	Scale 100' = 1"

RECEIPT

CITY OF NOVI TREASURER'S OFFICE
45175 W TEN MILE RD
NOVI, MI 48375

Cust #: 002518
Receipt #: 00004775
Date of Receipt: 11/27/2013

Received of:

WILLOWBROOK FARM HOMEOWNERS ASSOCIATION
P O BOX 169
NOVI, MI 48376

Date Paid	Check #	Pmt/Adjustments	Invoices paid with this Receipt
11/27/2013	2076	2,229.64	1300005792

To:

WILLOWBROOK FARM HOMEOWNERS ASSOCIATION
P O BOX 169
NOVI, MI 48376