



**CITY of NOVI CITY COUNCIL**

**Agenda Item J  
July 27, 2015**

**SUBJECT:** Approval of a Street Light Purchase Agreement with Detroit Edison Company for the installation and ongoing operation costs of decorative street lights along Olde Orchard Drive to serve the Olde Orchard Condo development; approval of an agreement with Olde Orchard Country Homes Condominium Association related to the installation and operation costs consistent with the City's Street Lighting Policy; and termination of the existing Memorandum of Agreement for the Association dated May 26, 1971 effective upon payment of the final bill for the existing lighting that is being removed.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *BTC R/A*

**CITY MANAGER APPROVAL:** *✓*

<b>EXPENDITURE REQUIRED</b>	<b>\$ 12,165 for Installation, reimbursed by the Association \$ 6,608 annually for operation, reimbursed by the Association</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 40,000 (Annual Operating Costs reimbursed by Association)</b>
<b>LINE ITEM NUMBER</b>	<b>701-000.00-924.000 (Installation Costs paid by Association) 101-442.00-924.001 (Annual Operating Costs reimbursed by Association)</b>

**BACKGROUND INFORMATION:**

The Olde Orchard Country Homes Condominium Association is requesting the replacement of the existing decorative street lights in the City's right-of-way along Olde Orchard Drive. The Resolution for Amended Street Light Policy adopted September 24, 2012 states that the City will provide a standard street light in the public right-of-way at major road entrances of residential developments, such as Olde Orchard Condos, to enhance public safety; however, in this case, the Association is requesting the replacement of the existing street lights within the development along the public right-of-way, but not the existing street light at Ten Mile Road. Therefore, the cost of installation and annual operating costs for the street lights will be responsibility of the Association.

Engineering staff worked with Detroit Edison and the Association to determine the appropriate locations for street lights and to obtain estimated installation and ongoing operation costs. The 22 new street lights will be underground fed decorative LED fixtures on decorative posts.

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 \$12,165 and an ongoing annual lamp charge of \$6,608 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 the Association is also provided for consideration to formalize the

payment of the installation. In accordance with the street light policy, all costs for the street lights are the responsibility of the Association as spelled out in the agreement.

The new agreement with the Association will replace the existing agreement that was executed in 1971 for the existing streetlights upon the payment of the final bill for the existing lighting that is being removed.

The agreements have been reviewed and recommended for approval by Engineering staff and the City Attorney (Beth Saarela's July 15, 2015 letter is attached).

**RECOMMENDED ACTION:** Approval of a Street Light Purchase Agreement with Detroit Edison Company for the installation and ongoing operation costs of decorative street lights along Olde Orchard Drive to serve the Olde Orchard Condo development; approval of an agreement with Olde Orchard Country Homes Condominium Association related to the installation and operation costs consistent with the City's Street Lighting Policy; and termination of the existing Memorandum of Agreement for the Association dated May 26, 1971 effective upon payment of the final bill for the existing lighting that is being removed.

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

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



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

November 18, 2014

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

**Re: Olde Orchard Subdivision – Street Lighting Agreements**

Dear Mr. Coburn:

We have received and reviewed the following documents pertaining to the installation of 22 new replacement street lights within the Olde Orchard Subdivision:

1. Existing Memorandum of Agreement For Assessment of Street Lighting Costs
2. Agreement with Homeowners Association for Payment of Street Lighting Costs
3. Purchase Agreement between the City and DTE

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. Although the Master Agreement was not provided in connection with this submission, the same Master Agreement is applicable to each transaction between the City and DTE. We have previously reviewed and approved the Master Agreement. 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.

Brian Coburn, Engineering Manager  
July 15, 2015  
Page 2

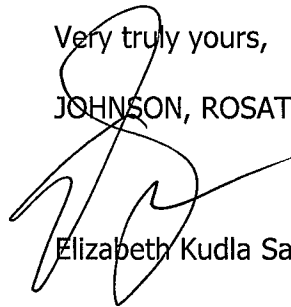
In connection with DTE's installation of the 22 new street lights in the Olde Orchard subdivision, the City is simultaneously entering into an Agreement with the Olde Orchard Country Homes Condominium Association for payment of a portion of the installation cost and assessment of the annual operating cost for the street lighting to the Homeowners Association. The Street Lighting Agreement is consistent with the Master Agreement and Purchase Agreement and we see no legal impediment to approval of the agreements.

We recommend that the motion for approval of the new Agreement with the Association also terminate the existing Memorandum of Agreement with the Association, dated May 26, 1971 effective upon payment of the last bill for the existing lighting that is being removed.

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)

MEMORANDUM OF AGREEMENT FOR ASSESSMENT OF  
STREET LIGHTING COSTS - - DISTRICT

This Agreement made and entered into this 26<sup>th</sup> day of May, 1971, by and between the CITY OF NOVI, a Municipal Corporation, party of the first part, and PRACTICAL DEVELOPMENT CO., 21790 Coolidge, Oak Park, Michigan, 48237, party of the second part:

WITNESSETH THAT:

WHEREAS, second party is the owner and developer of the proposed "OLDE ORCHARD COUNTRY HOMES" and all lands included in the above Development in the City of Novi - a legal description of said Development is attached hereto, marked "Exhibit A", and made a part hereof; and

WHEREAS, second party has requested the City to arrange with The Detroit Edison Company for the installation and maintenance of street lighting in accord with plan of the general engineering department of The Detroit Edison Company dated 3/18/71, identified as drawing No. S 47039 to serve the said Development with the expense thereof to be paid by the party of the second part or subsequent owners in said Development; and

WHEREAS, The Detroit Edison Company has informed the City that the cost of such lighting would be \$168.50 per month and would be a continuing cost to the City on its regular monthly street lighting bill; and

WHEREAS, first party is willing to proceed with the installation and maintenance of street lighting provided the second party deposits the sum of \$4,044.00 in escrow with the City, being an advance of the cost of lighting for a term of 2 years, and on the further condition that at the end of each year, said second party or its assignees, forthwith pay the sum of \$2,022.00 to the City as advance cost of lighting for the following year, whereby the

LAW OFFICE OF  
HOWARD I. BOND  
6346 ORCHARD LAKE ROAD  
ORCHARD LAKE,  
MICHIGAN 48093  
851-2733

City will always have on deposit in escrow not less than the sum of \$2,022.00.

NOW THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. Second party agrees that upon the signing of this agreement by the parties it will pay to the City the said sum of \$4, 044.00 representing a two year advance of the cost of said lighting.

2. The City agrees that immediately upon the signing of this agreement and payment of deposit as aforesaid, it will take the necessary steps to contract with the Detroit Edison Company to install and maintain street lighting in accordance with said plan No. S 47309, of The Detroit Edison Company.

3. It is further agreed that at the end of each year, beginning on the date one year after the first billing to the City by Edison, the second party shall advance the sum of \$2,022.00 to the City for the following year's lighting bill.

4. In the event there shall be a change in the cost of maintaining said street lighting for any one year, the City shall have the right to adjust the amount required to be advanced annually by second party.

5. This Agreement shall be binding upon the respective heirs, executors, administrators, successors and assigns of the second party.

IN WITNESS WHEREOF, the City of Novi has caused this Agreement to be executed on its behalf by its duly authorized officers, and the second party has hereunto subscribed its respective hands and seals the day and year first above written.

IN THE PRESENCE OF:

PRACTICAL DEVELOPMENT CO.,  
a Michigan Corporation

Patricia J. Quin  
Patricia J. Quin

BY: Samuel Hechtman  
SAMUEL HECHTMAN President

Sheldon Wagner  
Sheldon Wagner

AND: Nathan I. Goldin  
NATHAN I. GOLDIN Secretary

CITY OF NOVI,  
a Municipal Corporation

BY: Joseph Crupi  
JOSEPH CRUPI Mayor

AND: Mabel Ash  
MABEL ASH Clerk

STATE OF MICHIGAN)  
) ss  
COUNTY OF OAKLAND)

On this 26<sup>th</sup> day of May, A. D. 1971, before me personally appeared SAMUEL HECHTMAN and NATHAN I. GOLDIN to me personally known, who being by me sworn, did each for himself say that they are respectively the President and Secretary of Practical Development Co., a Michigan Corporation, the corporation named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said instrument to be the free act and deed of said corporation.

Patricia J. Cousins Quin  
Patricia J. Cousins Quin  
Notary Public, County of Oakland  
State of Michigan

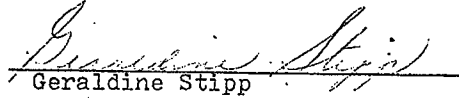
My commission expires: 9-10-72

STATE OF MICHIGAN)  
) ss  
COUNTY OF OAKLAND)

On this 7 day of June, A. D. 1971, before me personally appeared JOSEPH CRUPI and MABEL ASH to me personally known, who being by me sworn did each for himself say that they are respectively the Mayor and the Clerk of the said City of Novi,

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ORCHARD LAKE,  
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851-2733

a Municipal Corporation, the municipal corporation named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council, and the said Mayor and Clerk acknowledge said instrument to be the free act and deed of said corporation.

  
Geraldine Stipp

Notary Public, Oakland County,  
State of Michigan

My commission expires: 5-7-74

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ORCHARD LAKE,  
MICHIGAN 48033  
851-2733



WARNER, CANTRELL and PADMOS, INC.  
REGISTERED CIVIL ENGINEERS AND LAND SURVEYORS  
18928 W. McNichols Road  
DETROIT, MICHIGAN 48219

DESCRIPTION OF ORCHARD HILLS APARTMENT SITE

Part of the S.E. 1/4 of Section 24, T. 1 N., R. 8 E., Village of Novi, Oakland County, Michigan, described as follows:

Beginning at a point on the S. line of Section 24, T. 1 N., R. 8 E., distant N.  $88^{\circ} 26' 40''$  E., 648.26' from the S. 1/4 corner of said Section 24; thence N.  $88^{\circ} 26' 40''$  E., along the S. line of Section 24, 752.26'; thence N.  $0^{\circ} 03' 40''$  E., along a line parallel to the N. and S. 1/4 line, (said line referred to as the E. line of the W. 1/2 of the S.E. 1/4 of Section 24), 1,401.77'; thence N.  $89^{\circ} 56' 20''$  W., 400.00'; thence N.  $0^{\circ} 03' 40''$  E., 226.31'; thence N.  $89^{\circ} 56' 20''$  W., 150.00'; thence N.  $71^{\circ} 13' 30''$  W., 149.89'; thence N.  $0^{\circ} 03' 40''$  E., 332.11'; thence on a curve concave to the S.E. radius 20.00', central angle  $108^{\circ} 42' 50''$  (the chord of said curve bears N.  $54^{\circ} 25' 05''$  E., 32.51'), a distance of 37.95' to a point on the S. line of Grand River Road (100.00' wide); thence along said line, N.  $71^{\circ} 13' 30''$  W., 91.24'; thence S.  $0^{\circ} 03' 40''$  W., 2,077.72' to the point of beginning, containing 26.8687 acres of land subject to the rights of the public and of any governmental unit to any part thereof taken, used or deeded for streets, road right-of-way purposes, and subject further to an easement for public utilities, through and across the N. 27.00' of the S. 60.00' of the above described property, and subject to the rights of the public in the Franice (County) Drain crossing above described property.

For - Practical Home Builders, Inc.

TBC:sf  
March 6, 1970

Description reviewed and final as of 5/21/70



**DTE Energy**



June 30, 2015

City of Novi  
Brian Coburn  
26300 Lee Begole Drive  
Novi, MI 48375

Re: Proposed Street Lighting at Olde Orchard Subdivision.

We have completed our review of your request for proposed lighting and have prepared a cost estimate for the removal of 20 underground and the installation of 22 – 80w LED fixtures on the stock Code 28A direct bury post in the Olde Orchard Subdivision, City of Novi, Oakland County.

The costs are based on the Edison Option I rate, where Detroit Edison 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.

**Olde Orchard Subdivision 22 Fixtures and 19 Poles**

Cost to construct	\$31,990.00
Minus 3yrs revenue	\$19,825.00
<b>Contribution from</b>	
<b>(City of Novi)</b>	<b>\$12,165.00</b>
EO Rebate	\$735.00
<b>Final cost</b>	<b>11,430.00</b>
Annual operating cost	\$6,608.00

The price quoted herein shall be in effect for period of six months from the date hereof. After installation the total cost for additional modification, relocation or removal will be the responsibility of requesting party. The sum of \$12,165.00 will be made prior to the actual start of construction.

Please request an agreement for Municipal Street Lighting if you would like us to proceed with the installation and feel free to call me on 734-397-4027 should you have any questions.

Sincerely,

*Debra J. Cain*

Debra J. Cain  
Account Manager  
Community Lighting

**Exhibit A to Master Agreement**

**Purchase Agreement**

This Purchase Agreement (this "Agreement") is dated as of [March 30, 2015] 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:	[42794625]	
	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:	[Old Orchard Subdivision, As more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	[22]	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	[Remove existing equipment and install (22) – 80w LED fixtures on a stock Code 28A post.]	
5. Estimated Total Annual Lamp Charges	\$6,608.00	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$31,990.00
	Credit for 3 years of lamp charges:	\$19,825.00
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$12,165.00</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 twelve (12) months 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] [Brian Coburn]	

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: \_\_\_\_\_

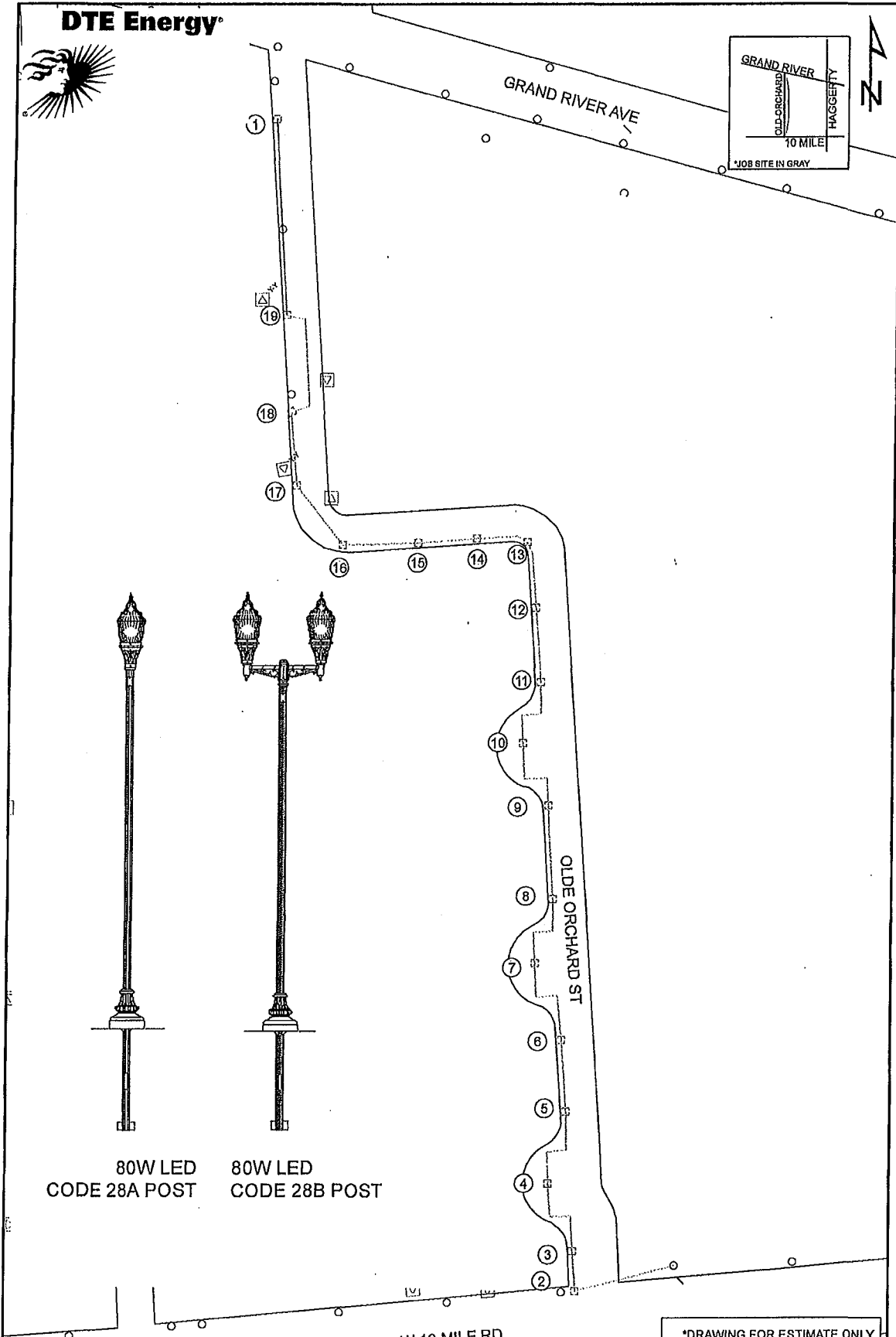
Title: \_\_\_\_\_

**Attachment 1 to Purchase Agreement**

**Map of Location**

[To be attached]

**DTE Energy**



80W LED  
CODE 28A POST

80W LED  
CODE 28B POST

\*DRAWING FOR ESTIMATE ONLY

Work Order # 42800454	Work Order Description NBUS - RM Exist & IN New 19 Old Orchard St - Bet 10 Mile and Grand River - Novi	GIS-D311	SRW	RSD	PH	PLO
Service Center WWS	Circuit #1	Circuit #2	COH	COS	CUG	CUL
Worksite City Novi city, Oakland County	Worksite Twp.	Worksite County	SCALE			
Town Range Section 01N08E24	Placer Name Lee, Linda K	CUE Request # 525834	Version 1	Plot Date 6/30/2015	Scale	



## AGREEMENT

This Agreement is entered into this \_\_\_ day of July, 2015, 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 OLDE ORCHARD COUNTRY HOMES CONDOMINIUM ASSOCIATION, a Michigan Non-Profit Corporation, ("Association") whose address is c/o Herriman & Associates, Inc. 41486 Wilcox Road, Plymouth, MI 48170.

### **RECITATIONS:**

The Association is the entity designated by the By-laws of the Olde Orchard Country Homes Condominium 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 22 decorative street lights along Olde Orchard Drive, 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 streetlights, requiring a charge for the decorative streetlight of \$11,430.00 and an operating cost for the first year in the amount of \$6,608.00 ("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 under the jurisdiction of the City of Novi, 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 to the City by the Association 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, the Association shall pay directly to City of Novi, the installation cost of \$11,430, plus an administrative fee in the amount of 10%, for

installation of the proposed decorative street lights. The City will pay the installation costs to DTE Energy per the terms of a separate agreement between the City and DTE.

3. When invoiced by the City of Novi, the Association shall pay to the City the amount of \$6,608.00, representing the estimated Annual Operating Cost for the decorative street light 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 pro rata as to each unit in the Condominium, 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 Association agrees that the Annual Operating Cost shall be a debt to the City from the Association. To account for cost increases imposed by DTE, 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 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. If the Association decides to terminate the agreement, the City may direct the removal of the street light and the Association shall pay all costs associated with the removal.

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


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By: Robert J. Gatt  
Its: Mayor

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By: Maryanne Cornelius  
Its: Clerk

OLDE ORCHARD COUNTRY HOMES  
CONDOMINIUM ASSOCIATION, a  
Michigan non-profit corporation



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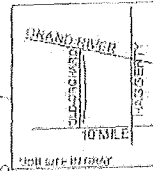
By: *Kevin Forgette*  
Its: *President*

Attachment 1 to Purchase Agreement

Map of Location

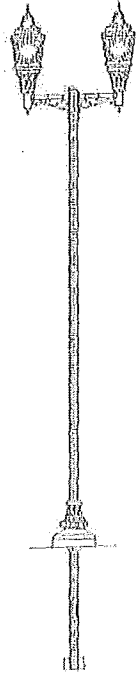
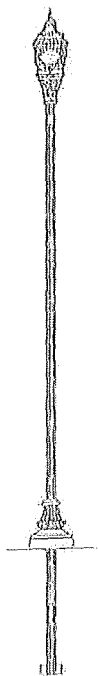
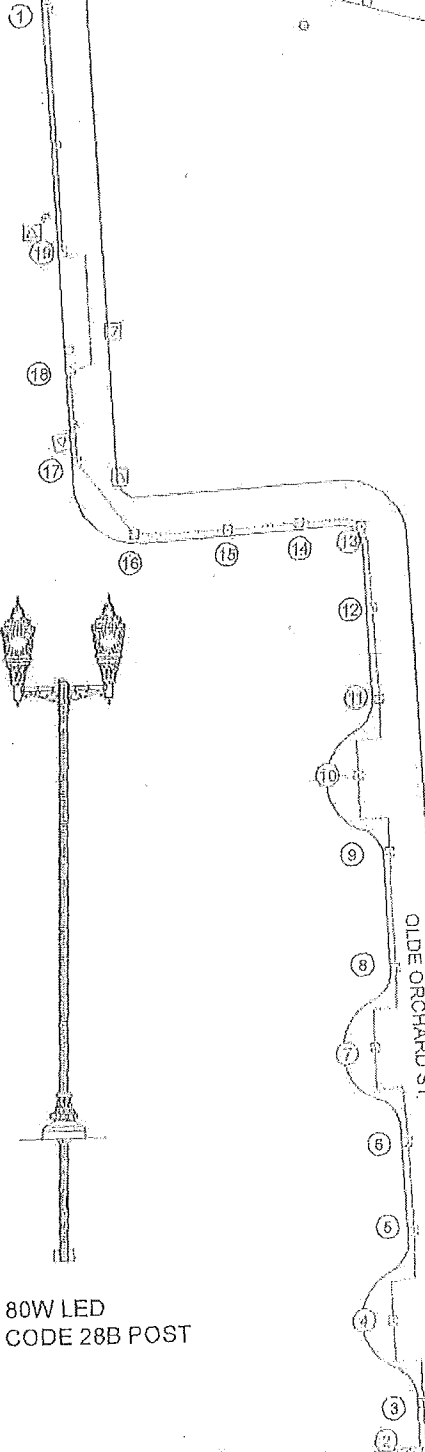
[To be attached]

DTE Energy



1/2  
N

GRAND RIVER AVE



80W LED CODE 28A POST      80W LED CODE 28B POST

W 10 MILE RD

\*DRAWING FOR ESTIMATE ONLY

Proj No: 42860454	Proj Name: 11808 - PM Estab of Old Orchard St - Bot 10 Mile and Grand River - Hwy	Proj No:	Proj Name:	Proj No:	Proj Name:
Client: WMB	Contract: 11808	Contract:	Contract:	Contract:	Contract:
Location: Hwy 10 Mile	Location: Hwy 10 Mile	Location:	Location:	Location:	Location:
City: Howell	City: Howell	City:	City:	City:	City:
County: Oakland County	County: Oakland County	County:	County:	County:	County:
Drawn: L. Lee	Checked: L. Lee	Drawn:	Checked:	Drawn:	Checked:
Date: 01/08/18	Date: 01/08/18	Date:	Date:	Date:	Date: