



CITY of NOVI CITY COUNCIL

Agenda Item G
October 22, 2018

SUBJECT: Approval of a Street Light Purchase Agreement with Detroit Edison Company for the installation and ongoing operation cost of one (1) street light with one (1) light fixture attached to one post at the entrance of Dunhill Park on Eight Mile Road, and approval of an agreement with the Dunhill Park Condominium Association for the sharing of installation and ongoing operation costs per the City's Street Lighting Policy.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 2,727.35 (Installation paid by City)
	\$ 267.30 (Annual Operating Costs paid by City)
	\$ 2,994.65 Total City share
	\$ 2,818.06 (Developer paid cost)
AMOUNT BUDGETED	\$ 42,017 (Street Light Installation)
	\$ 152,000 (Street Light Operations)
LINE ITEM NUMBER	101-442.10-924.051 (Streetlight Installation)
	101-442.20-924.000 (Street lighting Operations)
	701-000.00-924.000 (Developer Paid Costs)

BACKGROUND INFORMATION:

The Dunhill Park Condominium Association is requesting the installation of one (1) Basic Granville 60w LED light fixture mounted on one (1) black 12 foot fiberglass Mainstreet style post at the Dunhill Park entrance off of Eight Mile Road, west of Beck Road.

The Resolution for Amended Street Light Policy adopted September 24, 2012 states the City will provide one single, standard overhead street light in the public right-of-way at major road entrances of residential developments to enhance public safety. The policy also states when lighting requests include upgraded decorative or additional street lights, the petitioner shall bear the additional cost of installation beyond the cost for a single standard light. The developer is requesting a decorative street light; therefore, the portion of the installation cost for the upgrade to a decorative street light will be the developer's responsibility. Similarly, the policy states the City will pay for the ongoing operation and energy costs for one street light at the entrance, and ongoing operation and energy costs for additional lighting will be paid by the Homeowners Association.

Engineering staff worked with DTE Energy (Detroit Edison Company) and the developer to determine the appropriate location for street light posts, and obtained an estimate of the installation and ongoing operation costs for one (1) standard light and one (1) Basic Granville style light on one (1) post. The new street lights will be underground fed Basic Granville style 60w LED fixture on a single 12-foot black fiberglass Mainstreet style post, consistent with the style of street lighting the City considers the standard for residential entryway lighting.

In order to facilitate installation of the street lights, DTE Energy is requesting approval and execution of the attached Purchase Agreement. The DTE Energy agreement requires the City to pay the total installation cost of \$5,545.41 and an ongoing annual lamp charge of \$267.30 for operation and maintenance of the street light. As with all other street light installations, the City requires payment by the applicant for all reimbursable charges and the City pays DTE Energy directly.

The following table summarizes the cost sharing for the requested streetlights:

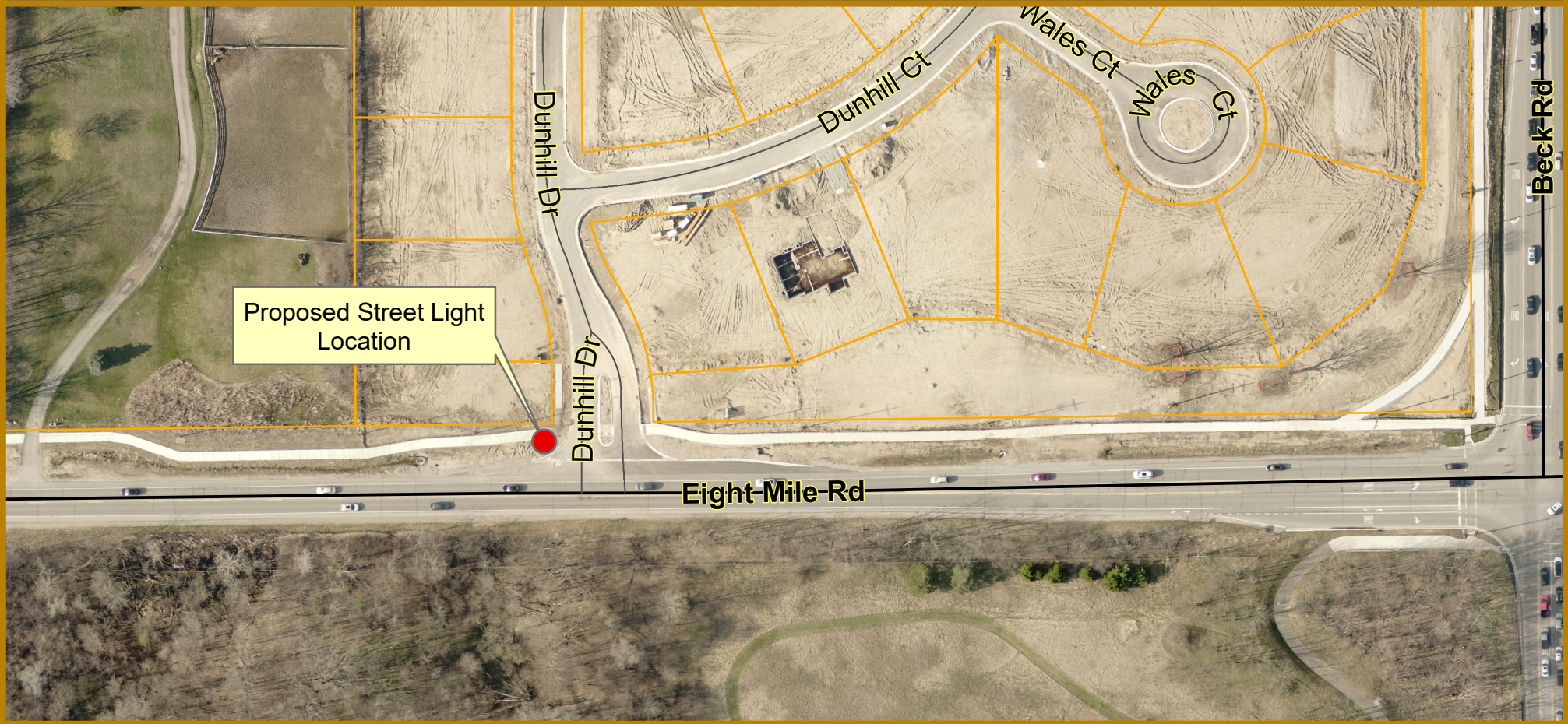
Description	City Share	Developer/HOA Share	Total
Installation Costs	\$ 2,727.35	\$ 2,818.06	\$ 5,545.41
Annual Operating Costs	\$ 267.30	\$ 0.00	\$ 267.30

A second agreement between the City and the Dunhill Park Condominium Association is also provided for consideration to formalize the cost sharing and payment arrangement for the installation and operation of the streetlight. Dunhill Park Condominium Association has paid to the City its portion of the installation costs.

The proposed agreements have been reviewed and recommended for approval by Engineering staff and the City Attorney (Beth Saarela, September 19, 2018).

RECOMMENDED ACTION: Approval of a Street Light Purchase Agreement with Detroit Edison Company for the installation and ongoing operation cost of one (1) street light with one (1) light fixture attached to one post at the entrance of Dunhill Park on Eight Mile Road, and approval of an agreement with the Dunhill Park Condominium Association for the sharing of installation and ongoing operation costs per the City's Street Lighting Policy.

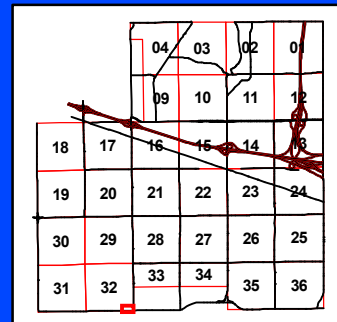
DTE Street Light Installation Dunhill Park Location Map



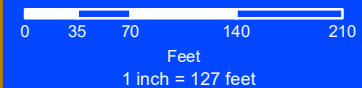
Map Author: R. Runkel
Date: 10/11/18
Project: Dunhill Park
Version #:

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



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



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Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

September 19, 2018

Rebecca Runkel, Engineering Technician
City of Novi
Public Works
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: DTE Energy - Purchase Agreement for Municipal Street Lighting
*Dunhill Park Condominium***

Dear Ms. Runkel:

We have received and reviewed the Purchase Agreement for Municipal Street Lighting (Work Order 51802337) for an entranceway light at the intersection of Dunhill Drive and Novi Road. The Developer and/or Condominium 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 August 21, 2018. 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. Although the Master Agreement has been recently updated to more strictly limit DTE's liability for damages and injuries occurring during installation, to the extent that the City probably would not be able to look to DTE or its contractor to take responsibility for any damages or losses that they caused unless DTE or its contractor were the "sole" cause of the damages, the potential liability to the City is probably on the lower end of the scale because a third party who was damaged or injured could pursue recovery from DTE itself and would not be impacted by this Agreement. Furthermore, there is no indemnity provision so the City is not taking responsibility for damages DTE causes to third parties.

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.

Rebecca Runkel, Engineering Technician
City of Novi
September 19, 2018
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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 Developer and the Dunhill Park Condominium 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 enclosed 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,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)
George Melistas, Senior Engineering Manager (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

STREET LIGHTING AGREEMENT
FOR NEW SUBDIVISIONS

This Agreement is entered into this 24 day of SEPTEMBER, 2018, 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 HUNTER PASTEUR HOMES DUNHILL PARK, LLC, a Michigan limited liability company ("Developer") whose address is 32300 Northwestern Highway #125, Farmington Hills, Michigan 48334 and the DUNHILL PARK CONDOMINIUM ASSOCIATION, a Michigan Nonprofit corporation ("Association"), whose address is address is 32300 Northwestern Highway #125, Farmington Hills, Michigan 48334

RECITATIONS:

The Developer and/or the Association, as the entity designated to administer the affairs of the Dunhill Park Condominium Subdivision, enter into this Agreement with respect to the payment of costs relating to the installation of one decorative street light serving the Subdivision.

The Developer has requested the City to assist it in making a certain local public improvement consisting of the installation of one decorative street light at the entrance on Dunhill Drive, 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, and the Association execute this Agreement in accordance with the provisions of the Master Deed for the Dunhill Park Condominium, recorded on November 2, 2016, at Liber 50018, Page 476, Oakland County Records, and all amendments thereto.

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 the decorative twin street light of \$5,545.41 and an operating cost for the first year in the amount of \$267.30 (“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 the upgrade to the decorative street light, plus the City’s 10% administrative fee, in the total amount of \$3,099.87. The Annual Operating Cost will be paid directly to DTE by 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 and/or Association shall pay to the City the amount of \$3,099.87, representing the Developer/Association portion of the installation cost plus an administrative fee in the amount of 10%, or such other amount as DTE shall require for installation of the proposed street light or street lights.
3. Upon execution of this Agreement, or when requested by DTE, the City shall pay to DTE \$267.30 representing the estimated Annual Operating Cost for the streetlight allowed under the Street Light Policy.
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 City hereby agrees to pay the Annual Operating Cost as it may be revised due to such increases.
5. 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.
6. 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.

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

By: Robert J. Gatt
Its: Mayor

By: Cortney Hanson
Its: Clerk


HUNTER PASTEUR HOMES DUNHILL PARK, LLC, a Michigan limited liability company



By: SETIV HEROWITZ

Its: PARTNER

DUNHILL PARK CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation



By: SETIV HEROWITZ

Its: ~~PARTNER~~ MEMBER / DIRECTOR:
BOARD OF DIRECTORS



September 6, 2018

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

Re: Proposed Street Lighting-Dunhill Park, 8 Mile and Beck Rd, Novi, MI

I have completed the review of your request for the proposed lighting and have prepared a cost estimate for the installation of one (1) streetlight at the entrance to the Dunhill Park subdivision. I am recommending the installation of one (1) 65w LED Autobahn fixture mounted on a stock, 30' direct buried fiberglass. Streetlight to be fed by underground cable.

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

Underground fed (1) 60w Granville acorn LED fixture mounted on (1) 12' fiberglass post: Feed Point 250'

Annual Operating Cost	\$267.30
Costs to Construct	\$6,347.31
3yr Revenue Credit	(\$801.90)
Contribution from the City of Novi	\$5,545.41

Underground fed (1) 65w LED Autobahn mounted on (1) 30' direct buried fiberglass post-Feed Point 100' (Standard)

Annual Operating Cost	\$267.30
Cost to Construct	\$3,629.25
3yr Revenue Credit	(\$801.90)
Contribution from the City of Novi	\$2,727.35

Underground fed (2) 60w Granville acorn LED fixture mounted on (1) 12' fiberglass post: Feed Point 185'

Annual Operating Cost	\$534.60
Costs to Construct	\$7,582.86
3yr Revenue Credit	(\$1,603.80)
Contribution from the City of Novi	\$5,979.06

The price quoted shall be in effect for a period of six months from the date of this 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 Purchase Agreement if you would like to proceed with the above installation.

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting



September 10, 2018

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

Re: City of Novi- Dunhill Park Entrance Lighting-Nov, MI

Attached is the agreement for the work to be performed in the budget letter was sent on September 6, 2018. A detailed description of the project is outlined in the agreements. Please print **TWO** copies. Please sign **BOTH** copies in the designated areas. A check or Purchase Order in the amount of **\$5,545.41** is also required at this time. Please return **BOTH** signed agreements (as well as check or Purchase Order...made payable to **DTE Energy**) to the following address:

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

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

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting

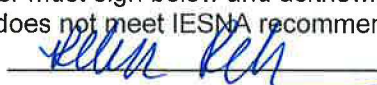

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of September 10, 2018 between DTE Electric Company ("Company") and the City of Novi ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated August 21, 2018 (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:	1. 51802337	
	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:	[Dunhill Park Entrance: Dunhill Dr @ 8 Mile Rd, Novi], 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 one (1) Code 16 black fiberglass post on a concrete foundation, and one (1) 60w LED Basic Granville luminaire.	
5. Estimated Total Annual Lamp Charges	\$267.30	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$6,347.31
	Credit for 3 years of lamp charges:	\$801.90
	CIAC Amount (cost minus revenue)	\$5,545.41
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 <div style="text-align: right;">   </div>	
10. Customer Address for Notices:	City of Novi 26300 Lee BeGole Dr Novi, MI 48375 Attn: Rebecca Runkel	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

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

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least 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 N/A.
Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: N/A Title: N/A
Phone Number: N/A Email: N/A

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

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

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

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, 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.

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

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Customer:

City of Novi

By: _____

Name: _____

Title: _____



Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

