



CITY of NOVI CITY COUNCIL

Agenda Item G
November 25, 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 Declaration Drive and 12 Mile Road to serve the Liberty Park development; and approval of an agreement with Liberty Park Recreational Facilities Association for the sharing of installation costs per the City's Street Lighting Policy.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{GS} ^{BIC}

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 6,235 (Installation costs)
AMOUNT BUDGETED	\$ 85,000
LINE ITEM NUMBER	101-442.00-924.000 (Street Lighting)

BACKGROUND INFORMATION:

The Liberty Park Recreational Facilities Association, which is the association that is responsible for the amenities and common areas of the entire Liberty Park development, provided the attached letter in December 2012 requesting a single standard street light at the entrance to Liberty Park on 12 Mile Road. 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 Liberty Park, 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. (A cost estimate was provided to the Association in March 2013 and the Association provided an executed agreement in November 2013). 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 \$6,235. The difference in installation costs between the proposed location and a location that is 100 feet away from the electrical service is \$2,613 according to Detroit Edison.

In order to facilitate installation of the street light at Liberty Park'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 \$6,235 and an ongoing annual lamp charge of \$309.00 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 then the City may seek reimbursement from the property owner or Homeowners Association for eligible costs under the Street Light Policy.

A second agreement between the City and the Liberty Park Recreational Facilities Association, is also provided for consideration to formalize the sharing of installation costs between the City and Liberty Park as indicated above. The attached Agreement states that the City will pay \$3,622 of the total installation cost (based on the 100 foot distance in the policy) and that Liberty Park will pay \$2,613 (for the additional costs for the location of the street light beyond 100 feet from the electrical service as stated in the policy). Liberty Park provided a check on November 18, 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 November 19, 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 Declaration Drive and 12 Mile Road to serve the Liberty Park development; and approval of an agreement with Liberty Park Recreational Facilities 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				

LIBERTY PARK ENTRANCE LIGHT LOCATION

Declaration Dr

Declaration Dr

RCOC Right-of-Way Boundary

Proposed Light Location

Twelve Mile Rd

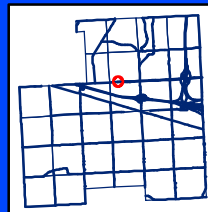
Twelve Mile Rd

Map Author: Erica Morgan
Date: 12/05/2012
Project: Liberty Park Entrance Light
Version #: 1

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

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



City of Novi

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



1 inch = 32 feet



To,

Erica Morgan
(248-347-0508)

City of Novi | 45175 W. Ten Mile Road | Novi, MI 48375 USA
t: 248.347.0423 c: 248.248.361.5807 f: 248.735.5600

Date: 12/03/2012

Subject: Request for a street light at the entrance of our subdivision

References: Letters attached below

Cc: Aejaz Khan <get2ak@gmail.com> (Board of Director, Liberty Park Sub Division)
Sasha Clark <sclark@landarc.com>, Liberty Park Community Manager , LandArc Association

Hi Erica,

I am writing this letter to you as suggested by Brain through an email communication. See below.

Please consider this as a written request to install a street light near the entrance of Liberty park subdivision (12 mile and Declaration drive) at the earliest possible time. As there is **high risk of accidents** to happen, especially during the winter dark nights

Street light Type: Standard cobra-head style



Thanking you

Yours Faithfully

For Liberty Park Home Owners

(Sai .Viswanatha)

Board of Director, Liberty Park Subdivision

Novi-MI-48377

Phone: 248-895-3855

On Mon, Dec 3, 2012 at 11:54 AM, Coburn, Brian <bcoburn@cityofnovi.org> wrote:

Mr. Viswanatha:

Rob Hayes requested that we contact you regarding the installation of a street light at the corner of Declaration Drive and 12 Mile Road. The process begins with my staff requesting an installation cost from Detroit Edison. In order to start the process, we need the Association to make a written request and to choose a standard cobra-head style street light or a decorative street light. If you choose a standard cobra-head style (see attached), the installation cost is covered by the City and there would be no cost to the Association. If you choose a decorative style light, the installation cost is the responsibility of the Homeowners Association and a cost agreement between the City and the Association would be required. With either type of fixture, the annual operating costs for the one light at the entrance to the subdivision would be paid by the City.

Please provide a formal written request from the Association including the type of light (standard cobra-head or decorative) being requested to Erica Morgan (248-347-0508) at the address below to initiate the process.

Brian

Brian T. Coburn, P.E. | Engineering Manager

City of Novi | Department of Public Services

Field Services Complex | 26300 Lee BeGole Drive | Novi, MI 48375

t: 248.735.5632 f: 248.735.5659

To,
Rob Hayes, Director of Public Services/City Engineer
(248) 347-0454
rhayes@cityofnovi.org

Date: 11/26/2012

Charles Boulard |
Community Development Director
City of Novi | 45175 W. Ten Mile Road | Novi, MI 48375 USA
t: 248.347.0423 c: 248.248.361.5807 f: 248.735.5600

Legal Information for 50-22-10-301-xxx
T1N, R8E, SEC 10 OAKLAND COUNTY CONDOMINIUM PLAN NO 1703 LIBERTY PARK

Subject: Requesting a street light in front of our subdivision

Sir,

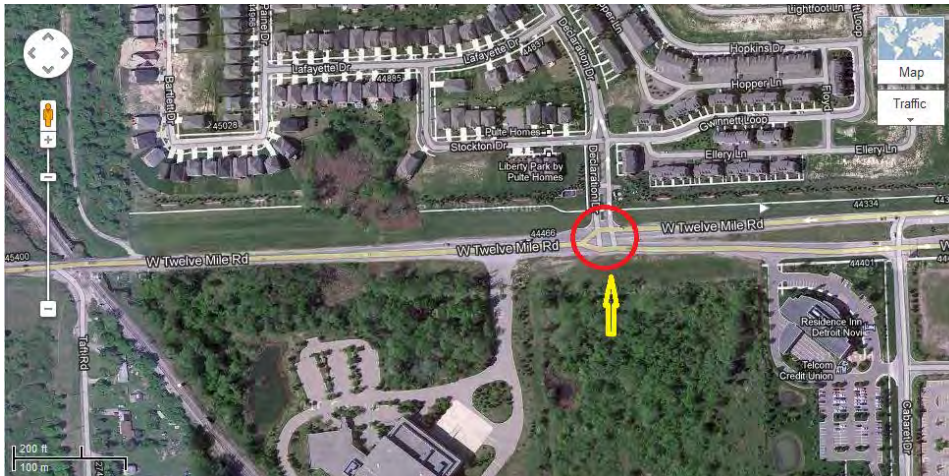
This is to kindly inform you that, we the proud citizens of Novi and home owners of “Liberty Park Sub division” (12 Mile Rd, Declaration Dr) requesting “The City of Novi” to arrange/setup/construct a “Street light” and the junction of 12 Mile and Declaration drive , for the safety and security of residents of Liberty park

Total: 608 families will be residing in that subdivision eventually.

Thank you very much in advance. Any questions please let me know

http://www.pulte.com/assets/images/Marketing_Library/Images/Product/Michigan/MI-PU-LibertyPark-2614/1.Community_Area/MI-2614-LibertyParkPlatMap-01-.jpg

See below for the approximate location of the “Light” . We think you would the better location



**Thanking you
Yours Faithfully
For Liberty Park Home Owners**

**(Sai .Viswanatha)
Board of Director, Liberty Park Subdivision
Novi-MI-48377
Phone: 248-895-3855**



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

November 19, 2013

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

RE: Liberty Park 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 12 Mile and Declaration Drive:

- 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
November 19, 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 Liberty Park Recreational Facilities Association)

Finally, the Agreement is the City's Agreement prepared by Engineering with the Liberty Park Recreation 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/sls
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)

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

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

RECITALS

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

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

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

AGREEMENT

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

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

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

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

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

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

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

7. Street Lighting Service Rate.

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

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

8. Contract Term. This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.

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

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

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

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

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

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

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

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

16. Miscellaneous.

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

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

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

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

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

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

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

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

Company:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

[City of Novi]

By: _____

Name: _____

Title: _____

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of [March 19, 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 [INSERT DATE OF MASTER AGREEMENT] (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:	[35761330]	
	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:	[In median facing 12 Mile Rd on Declaration Dr. . As more fully described on the map attached hereto as Attachment 1.	
3. Total number of lights to be installed:	[One]	
4. Description of Equipment to be installed (the "Equipment"):	[67w LED style fixture on a 30' direct bury post.]	
5. Estimated Total Annual Lamp Charges	\$309.00 _____	
6. Computation of Contribution in aid of Construction ("CIAC Amount")	Total estimated construction cost, including labor, materials, and overhead:	\$7,162.00 _____
	Credit for 3 years of lamp charges:	\$928.00 _____
	CIAC Amount (cost minus revenue)	\$6,235.00 _____
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices _____	
10. Customer Address for Notices:	[26300 Lee Begole Drive] [Novi, MI 48375] [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 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: _____

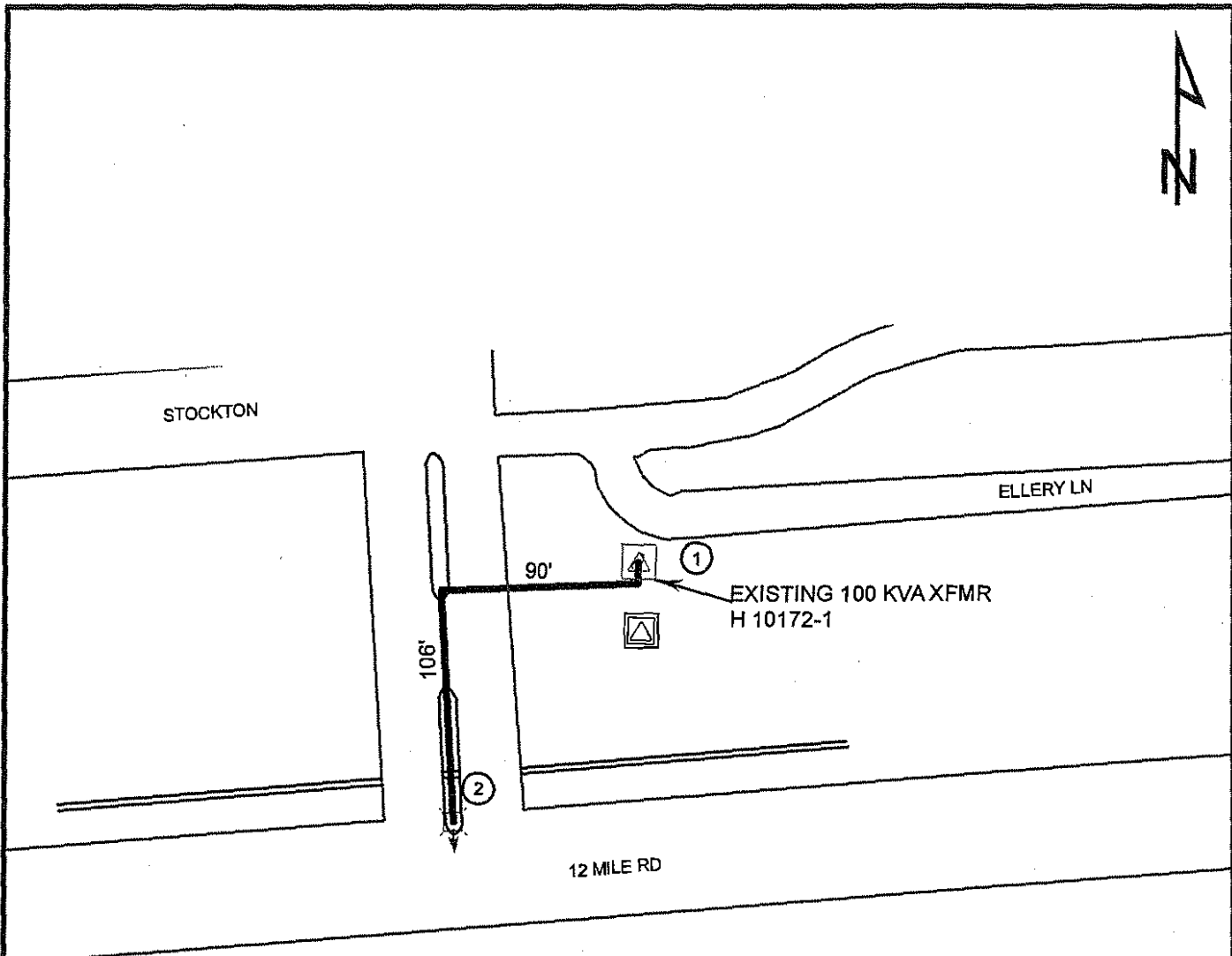
Title: _____

Title: _____

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]



Streetlight Billing Summary
 O310 - NOVI CITY OF
 9000 NOVI IN 1 *633
 Created on: 3/12/2013 8:36:12 AM

① IN: DET 23227E

Trench-Bore Summary

Type	Occupants	Length
ST LT - BORE - IN CONDUIT	E	200
Total =		200

Cable Summary

Type	Legacy Stock # /SAP #	Length
#2 ALX2 - #4 ALX1	713-0878/100075024	215

Created on: 3/12/2013 8:36:22 AM

② IN: POST CODE 080
 IN: FOUNDATION CRUSHED STONE
 IN: MISC FIXTURE WIRES 40FT UG
 IN: MISC CUBE TAPS UG
 IN: DET 23313A - LABOR ONLY
 IN: MISC DET 23313A W/GRND RODS
 IN: MULTIPLE
 IN: PC12L **67W LED**
 H25CM
 AAK959 -- 9000 NOVI
 O310 -- *633

P.W.O.#35761330

Work Order # 35762266	Work Order Description SL - NOVI - U.G. IN 1 LT	Text	GIS-DSN 35762266	SRW	RSD	PH	PLC	
Service Center PD-SW-WWC	Circuit #1	Circuit #2	COH	COS	CUG	CUL	CUS	
Worksite City NOVI	Worksite Twp.		Worksite County OAKLAND				SCMAT	
Town	Range	Section	Qtr	Planner Name Green, Daniel P	CUE Request # 734-397-4343	Version 338288	Plot Date 1 3/12/2013	Scale 1"=100'

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 Liberty Park Recreational Facilities Association, a Michigan non-profit corporation, (“Association”) whose address is 28300 Declaration, Novi, Michigan 48377.

RECITATIONS:

The Association is the entity designated by the By-laws of the Liberty Park Recreational Facilities 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 12 Mile Road and Declaration Drive, as described and depicted on the attached Exhibit A hereto.

The Board of the Association has authorized the Managing Agent 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 \$6,235 and an operating cost for the first year in the amount of \$309 (“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 12 Mile Road and Declaration Drive is approximately 215 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 \$2,613, 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 Managing Agent 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

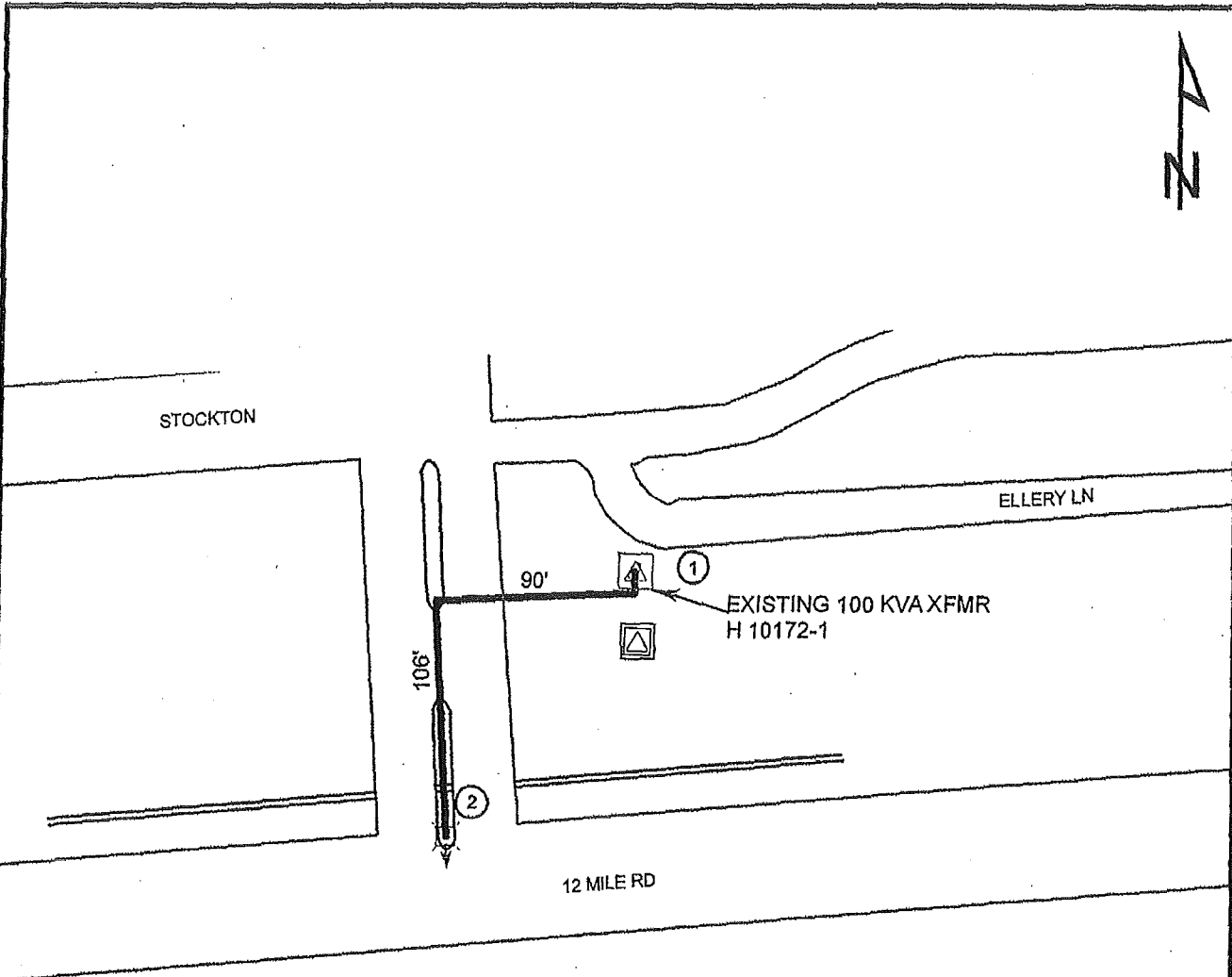
LIBERTY PARK RECREATIONAL FACILITIES ASSOCIATION, a Michigan non-profit corporation

By: Robert J. Gatt
Its: Mayor

*Sasha Clark - LandArc as
managing Agent*
By: Sasha Clark, Community Manager
Its: Managing Agent

By: Maryanne Cornelius
Its: Clerk

Vijay Prasad
By:
Its: Board of Directors - Member
(Sci. Mithwantha)



Streetlight Billing Summary
 0310 - NOVI CITY OF
 9000 NOVI IN 1 *633
 Created on: 3/12/2013 8:36:12 AM

1 IN: DET 23227E

Trench-Bore Summary

Type	Occupants	Length
ST LT - BORE - IN CONDUIT	E	200
Total =		200

Cable Summary

Type	Legacy Stock # /SAP #	Length
#2 ALX2 - #4 ALX1	713-0878/100075024	215

Created on: 3/12/2013 8:36:22 AM

2 IN: POST CODE 080
 IN: FOUNDATION CRUSHED STONE
 IN: MISC FIXTURE WIRES 40FT UG
 IN: MISC CUBE TAPS UG
 IN: DET 23313A - LABOR ONLY
 IN: MISC DET 23313A W/GRND RODS
 IN: MULTIPLE [REDACTED]
 IN: PC12L 67W LED
 H25CM
 AAK959 -- 9000 NOVI
 O310 -- *633

P.W.O.#35761330

Work Order # 35762266	Work Order Description SI - NOVI - U.G. IN 1 LT	Text	GIS-DSN 35762266	SRW	RSD	PH	PLo		
Service Center PD-SW-WWC	Circuit #1	Circuit #2	COH	COS	CUG	CUL	CUS		
Worksite City NOVI	Worksite Twp.	Worksite County OAKLAND		SOMAT					
Town	Range	Section	Qtr	Planner Name Green, Daniel P	734-397-4343	CUE Request # 338288	Version 1	Plot Date 3/12/2013	Scale 1"=100'



cityofnovi.org

City of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375-3024

(248) 347-0440
www.cityofnovi.org

Receipt: 166696
Page

11/19/13

The sum of: **\$2,613.00**

LIBERTY PARK RECREATION ASSOCIATIO

**2391 PONTIAC RD
AUBURN HILLS MI 48326**

MR	1300005788			2,613.00
		101-000.00-040.050		2,613.00
			Total	2,613.00
		TENDERED:	CHECKS	1002
				2,613.00

Signed: _____