



CITY of NOVI CITY COUNCIL

Agenda Item D
January 21, 2014

SUBJECT: Approval of a Street Light Purchase Agreement with Detroit Edison Company for the installation and ongoing operation costs of three street lights near the intersection of Medina Blvd and 12 Mile Road to serve the Andelina Ridge development; and approval of an agreement with Pinnacle-Novu 12, LLC for the sharing of installation and ongoing operation costs per the City's Street Lighting Policy.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{RL} ^{BTC}

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 7,595.49 (installation costs to be offset by payment from Developer)
LINE ITEM NUMBER	701-000.00-924.000 (Street Lighting Escrow)

BACKGROUND INFORMATION:

The developer for Andelina Ridge, Pinnacle-Novu 12, LLC, is requesting three decorative street lights at the entrance to the new residential development on 12 Mile Road, east of Napier. The Resolution for Amended Street Light Policy adopted September 24, 2012 states that the City will provide one standard overhead street light in the public right-of-way at major road entrances of residential developments, such as Andelina Ridge, to enhance public safety. The policy also states that if the request is for a decorative street light, then the petitioner shall bear the cost of installation. Since the developer is requesting three decorative street lights, the installation costs for all three street lights will be the developer's responsibility. The ongoing operation and energy costs for one of the street lights will be paid for by the City, while the developer and successor Homeowner's Association will be billed by the City (and the City will pay Detroit Edison) for the ongoing operation of the other two street lights.

Engineering staff worked with Detroit Edison to determine the appropriate locations and to obtain estimated installation and ongoing operation costs. The three new street lights will be underground fed Acorn style LED fixtures on a 14' black fiberglass pole.

In order to facilitate installation of the street light at Andelina Ridge 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 \$7,595.49 (reimbursed by the developer) and an ongoing annual lamp charge of \$894.84 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 Pinnacle-Novu 12, LLC, is also provided for consideration to formalize the payment of the installation costs for the decorative lights and the sharing of the operating costs between the City and Andelina Ridge. Pinnacle-Novu 12, LLC has requested three decorative lights, which under the Street Light Policy, requires them to pay the total installation cost of \$7,595.49. The Street Light Policy stipulates that the City will pay for ongoing energy costs of a single light; therefore the energy costs for additional lights will be paid by the petitioner. The attached Agreement states that Andelina Ridge will pay \$596.56 to the City for the operating costs associated with two of the three street lights. Andelina Ridge provided a check on January 10, 2014 for its portion of the installation costs and will be invoiced for operating costs when required by DTE. The following table summarizes the costs for the requested streetlights:

Description	City Share	Developer/ Association Share	Total
Installation Costs	\$0.00	\$7,595.49	\$7,595.49
Annual Operating Costs	\$298.28	\$596.56	\$894.84

The proposed agreements have been reviewed and recommended for approval by Engineering staff and the City Attorney (Beth Saarela's January 13, 2014 letter is attached).

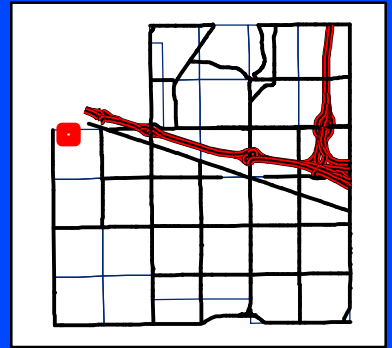
RECOMMENDED ACTION: Approval of a Street Light Purchase Agreement with Detroit Edison Company for the installation and ongoing operation costs of three street lights near the intersection of Medina Blvd and 12 Mile Road to serve the Andelina Ridge development; and approval of an agreement with Pinnacle-Novu 12, LLC for the sharing of installation and ongoing operation 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				

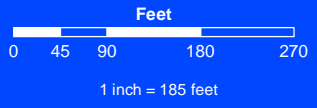
Andelina Ridge

Street Light Locations



Map Legend

- Major Streets
- Minor Streets
- Tax Parcels



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

Map Author:
 Date:
 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.



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

January 13, 2014

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

RE: Andelina Ridge Lighting Agreements

Dear Mr. Coburn:

We have received and reviewed the following Agreements relating to the installation of a subdivision entrance light and two additional street lights at the intersection of W. Twelve Mile Road and Medina Boulevard:

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

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 street lights, 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. Subject to possible modification of the date set forth in the first paragraph of the Master Agreement for consistency with the date the Agreement is approved and executed, 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 engineering confirmation that the proper equipment is referenced, we see no legal impediment into entering into the Purchase Agreement. We note that the date on first page the Purchase Agreement may need to be modified for consistency with the date on the Master Agreement.

Street Lighting Agreement for New Subdivisions (Between the City and the Developer on behalf of the Association)

Finally, the Street Lighting Agreement for New Subdivisions is the City's Agreement prepared by Engineering with the Developer on behalf of the Andelina Ridge Association for the cost of the installation of three decorative entrance lights near the intersection of W. Twelve Mile and Medina Boulevard. The Agreement is consistent with the City's Municipal street lighting policy, which provides that the City will pay for the installation and on-going operating cost of a single *standard* street light at the subdivision's intersection with a major road and that the Association shall pay the cost of installation of *any decorative* light or lights requested by the Association. Additionally, in this case, the City will pay the on-going operation and maintenance cost for one of the three lights at the major intersection, while the Association is responsible for the operation and maintenance cost for the two additional lights. 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:	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 December 23, 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:	37489865	
	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 median at the entrance of Andelina Estates, Medina Blvd and 12 Mile Rd, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	3	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Three (3) underground fed 80 watt LED Granville II Acorn style fixtures, each mounted on a black 14' Windsor fiberglass pole on a foundation.	
5. Estimated Total Annual Lamp Charges	\$894.84	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$10,280.01
	Credit for 3 years of lamp charges:	\$2,684.52
	CIAC Amount (cost minus revenue)	\$7,595.49
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 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.

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: _____

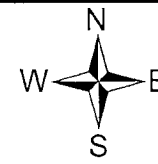
Title: _____

Title: _____

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

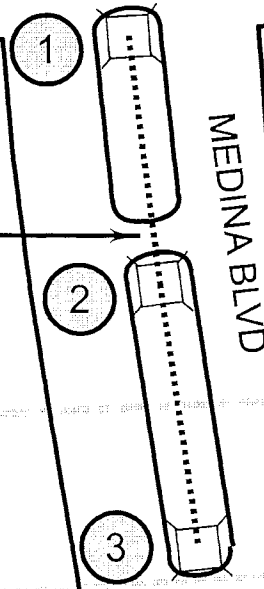


W 12 MILE RD.

EXHIBIT "B"

ROAD CROSSING CONDUIT
INSTALLED BY CUSTOMER

INSTALL 3 - 80W LED ACORN LUMINAIRES
INSTALL 3 - 14' 6" FIBERGLASS POSTS
INSTALL 3 - CONCRETE FOUNDATIONS



MEDINA BLVD

AMADORA CIR

ESTRADA LN

DTE Energy



Work Order # 37535801	Work Order Description SL-UG-NOVI-12 MILE RD & MEDINA BLVD- IN 3 LED'S	GIS-DSN	SRW	RSD	PH	PLC		
Service Center WWSC	Circuit #1	Circuit #2	COH	COS	CUG	CUL		
Worksite City NOVI	Worksite Twp.		Worksite County WAYNE			SCMAT		
Town	Range	Section	Qtr	Planner Name Wincel, Thomas J	CUE Request # 393673	Version 1	Plot Date 12/6/2013	Scale

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

STREET LIGHTING AGREEMENT
FOR NEW SUBDIVISIONS

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 Pinnacle-Nov 12, LLC, a Michigan corporation, ("Developer") whose address is 28800 Orchard Lake Road, Suite 200, Farmington, Michigan 48334 and the Association created in accordance with the Master Deed for Andelina Ridge Condominium ("Association").

RECITATIONS:

The Developer on behalf of the Association created in accordance with the Master Deed for Andelina Ridge Condominium is the entity designated to administer the affairs of said subdivision at this time.

The Developer has requested the City to assist it in making a certain local public improvement consisting of the installation of decorative street light or lights at 12 Mile Road and Medina Boulevard, 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 on behalf of the Association created in accordance with the Master Deed for Andelina Ridge Condominium is authorized to execute this Agreement which shall be binding on the Association.

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 their portion of the installation cost of \$7,595.49, or such other amount as DTE shall require for installation of the proposed street light or street lights. This amount shall be paid to the City.

3. Upon execution of this Agreement, or when requested by the City, the Association shall pay to the City the amount of \$586.56, representing the estimated Annual Operating Cost for the additional streetlights beyond the first streetlight allowed under the Street Light Policy 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 as, 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 Developer/Association agrees that the Annual Operating Cost shall be a debt to the City from the Association. 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 Developer constitutes affirmative representation of the members of the Board of the Association that he has been granted the power by the by-laws of the Association to act on behalf of the co-owners of the condominium to enter into this Agreement.

6. This Agreement contains the entire agreement between the parties, and to statement, promises, or inducement made by either party or agent of either party that is not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified or altered except in writing signed by both parties and endorsed hereon.

7. The term of this Agreement shall be for twenty (20) years, and shall automatically renew for additional five (5) years periods thereafter, until such time as either party shall notify the other in writing of its intent not to renew. Such notice of intent not to renew shall be given not less than one year prior to the expiration of the original and any renewal terms.

8. This Agreement shall be binding on all heirs, executors, administrators, successors and assigns of the parties hereto.

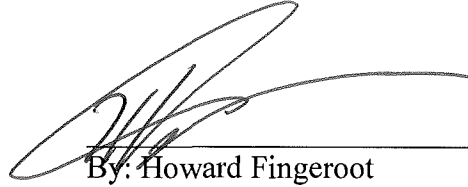
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

[SIGNATURES BEGIN ON THE NEXT PAGE]

CITY OF NOVI, a Michigan municipal Corporation

Pinnacle-Novu 12, LLC, a Michigan Corporation, on behalf of the Association created in accordance with the Master Deed for Andelina Ridge Condominium

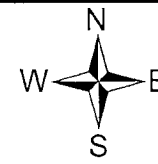
By: Robert J. Gatt
Its: Mayor



By: Howard Fingerroot
Its: Manager

By: Maryanne Cornelius
Its: Clerk

[SIGNATURES BEGIN ON THE NEXT PAGE]

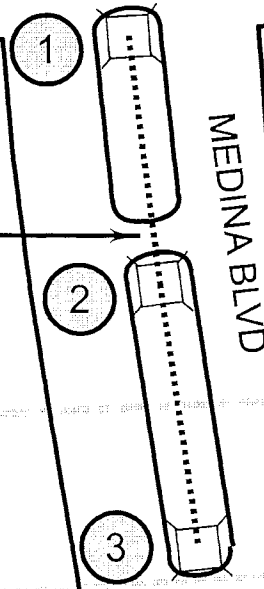


W 12 MILE RD.

EXHIBIT "B"

ROAD CROSSING CONDUIT
INSTALLED BY CUSTOMER

INSTALL 3 - 80W LED ACORN LUMINAIRES
INSTALL 3 - 14' 6" FIBERGLASS POSTS
INSTALL 3 - CONCRETE FOUNDATIONS



MEDINA BLVD

AMADORA CIR

ESTRADA LN

DTE Energy



Work Order # 37535801	Work Order Description SL-UG-NOVI-12 MILE RD & MEDINA BLVD- IN 3 LED'S	GIS-DSN	SRW	RSD	PH	PLC		
Service Center WWSC	Circuit #1	Circuit #2	COH	COS	CUG	CUL		
Worksite City NOVI	Worksite Twp.		Worksite County WAYNE			SCMAT		
Town	Range	Section	Qtr	Planner Name Wincel, Thomas J	CUE Request # 393673	Version 1	Plot Date 12/6/2013	Scale



Treasury Department

45175 Ten Mile

Novi, MI 48375

Ph: 248-347-0440

Fx: 248-735-5681

RECEIPT NUMBER

00221140

Paid By

PINNACLE - NOVI 12 LLC

28800 ORCHARD LAKE RD STE 200

FARMINGTON HILLS, MI 48334

01/10/2014

Type	Record	Category	Description	Amount
Permit	PSTL13-001	Engineering	Street Light Escrow	\$ 7,595.49

Total	\$ 7,595.49
Cash	
Check	\$ 7,595.49
Credit	
Transferred	
Tendered	\$ 7,595.49
Change	\$ 0.00
To Overpayment	\$ 0.00