



# CITY of NOVI CITY COUNCIL

**Agenda Item F**  
**October 8, 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 two (2) light fixtures attached to one post at the entrance of Westminster Village on Haggerty Road, and approval of an agreement with the Westminster Village Homeowner's 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:** *[Signature]*

<b>EXPENDITURE REQUIRED</b>	\$ 2,849.92 (Installation paid by City)
	\$ 267.30 (Annual Operating Costs paid by City)
	\$ 3,117.22 Total City share
	\$ 3,201.89 (Developer Paid Costs)
	\$ 229.62 (Street Light Reimbursement)
<b>AMOUNT BUDGETED</b>	\$ 30,000 (Street Light Installation)
	\$ 152,000 (Street Light Operations)
<b>LINE ITEM NUMBER</b>	101-442.10-924.051 (Streetlight Installation)
	101-442.20-924.000 (Street lighting Operations)
	701-000.00-924.000 (Developer Paid Costs)
	101-442.20-924.001 (Street Lighting Operations Reimbursement)

**BACKGROUND INFORMATION:**

The Homeowner's Association of Westminster Village is requesting the installation of two (2) Basic Granville 39w LED light fixtures mounted on one (1) black fiberglass Mainstreet style post at the Westminster Circle entrance off of Haggerty Road, south of 10 Mile Road.

The Resolution for Amended Street Light Policy adopted September 24, 2012 states that the City will provide one standard single 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 two (2) Basic Granville style lights on one (1) post. The new street lights will be underground fed Basic

Granville style 39w LED fixtures on single 12-foot black fiberglass poles, 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 \$6,051.81 and an ongoing annual lamp charge of \$496.92 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:

<b>Description</b>	<b>City Share</b>	<b>Developer/HOA Share</b>	<b>Total</b>
Installation Costs	\$ 2,849.92	\$ 3,201.89	\$ 6,051.81
Annual Operating Costs	\$ 267.30	\$ 229.62	\$ 496.92

A second agreement between the City and the Westminster Village Homeowner's Association is also provided for consideration to formalize the cost sharing and payment arrangement for the installation and operation of the streetlight(s). Westminster Village Homeowner's 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 24, 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 two (2) light fixtures attached to one post at the entrance of Westminster Village on Haggerty Road, and approval of an agreement with the Westminster Village Homeowner's Association for the sharing of installation and ongoing operation costs per the City's Street Lighting Policy.

## AGREEMENT

This Agreement is entered into this 12 day of SEP, 2018, by and between the CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (the "City"), and WESTMINSTER VILLAGE HOMEOWNER'S ASSOCIATION, a Michigan nonprofit corporation, whose registered address is P.O. Box 175, Novi, Michigan 48376 ("Association").

### **RECITATIONS:**

The Association is designated 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 one (1) street light post at the entrance on Westminster Circle with two (2) light fixtures attached to one post 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 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 Association is authorized to execute this Agreement.

The City has obtained from the Detroit Edison Company ("DTE") an estimate for the installation and annual operation of said street lights, requiring a charge for the one (1) decorative street light post and two (2) light fixtures of \$6,051.81 and an operating cost for the first year in the amount of \$496.92 ("Annual Operating Cost").

The City has agreed to assist the Association in facilitating the installation and operation of said street lights with DTE.

The parties desire to enter into this Agreement to provide for the payment to the City by the Association of the cost of installation for the upgrade to the decorative light at the entrance, plus the City's 10% administrative fee, in the total amount of **\$3,522.08** and an Annual Operating Cost, plus the City's 10% administrative fee, in the total amount of **\$252.58** for which the City will be billed by DTE directly, and the Association shall reimburse 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 street light.

2. Upon execution of this Agreement, the Association shall pay directly to the City the amount of **\$3,522.08**, representing the 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 lights.

3. Upon execution of this Agreement, or when requested by the City, the Association shall pay to the City the amount of **\$252.58** representing the estimated Annual Operating Cost for the decorative street light beyond the standard street light 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 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. 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

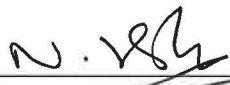
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By: Robert J. Gatt  
Its: Mayor

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By: Cortney Hanson  
Its: City Clerk

WESTMINSTER VILLAGE  
HOMEOWNER'S ASSOCIATION, a  
Michigan nonprofit corporation

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By: Venkata S. Nandimandalam  
Its: President


**Exhibit A to Master Agreement**

**Purchase Agreement**

This Purchase Agreement (this "Agreement") is dated as of August 21, 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 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:	51620248	
	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:	[Westminster Place Entrance/Haggerty Rd], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	2	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install one (1) Code 16B Mainstreet Fiberglass Post and two (2) 39w LED Basic Granvilles on a concrete foundation.	
5. Estimated Total Annual Lamp Charges	\$496.92	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$7,542.57
	Credit for 3 years of lamp charges:	\$1,490.76
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$6,051.81</b>
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with 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:	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 \_\_\_\_\_.  
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.



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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: \_\_\_\_\_

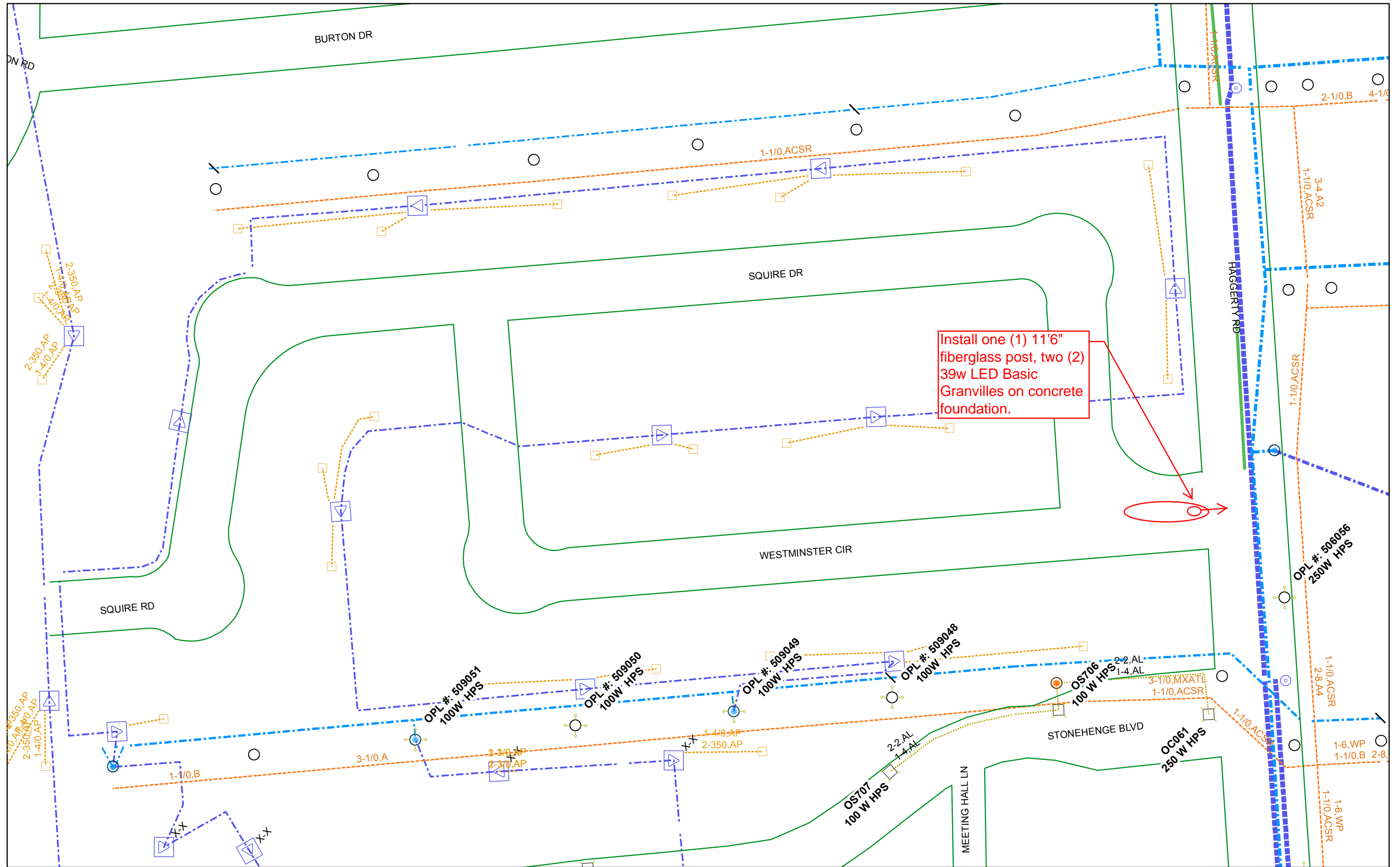
Title: \_\_\_\_\_



**Attachment 1 to Purchase Agreement**

**Map of Location**

[To be attached]





September 24, 2018

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

**Re: Westminster Village Street Lighting – Master Agreement for Municipal Street Lighting and Updated Purchase Agreement**

Dear Ms. Runkel:

We have received and reviewed the following documents for the Westminster Village Street Lighting Project:

1. Master Agreement for Municipal Street Lighting dated August 21, 2018 and **Updated** Purchase Agreement (Work Order 51620248)
2. Agreement with Association

**Master Agreement and Purchase Agreement**

The Master Agreement for Municipal Street Lighting (“Master Agreement”) and corresponding Purchase Agreement are standard form agreements prepared by DTE Energy for use in projects for installation and maintenance of new street lighting. The Master Agreement controls the terms of installation and maintenance, generally, such as terms of payment, rates, maintenance responsibilities, term, liability, warranties and general contract provisions, including such things as choice of law and notices.

The Purchase Agreement includes the more specific information relating to each particular project, including total estimated project cost, project location, project specifications, and special order information.

The City should be aware that the cost provided in the Purchase Agreement is an estimate and may increase based upon conditions found underground at the time of construction, pursuant to the Master Agreement.

Additionally, the City is responsible for payment of replacement equipment upfront because the lighting design chosen is a special order pursuant to the terms of the Purchase Agreement. At the time the replacement is used, DTE will reimburse the City for the cost of standard street lighting replacement equipment instead of the actual special order purchase price.

The terms of the Master Agreement and Purchase Agreement, generally are acceptable and are in part, subject to rates and other rules imposed by the Michigan Public Services Commission.

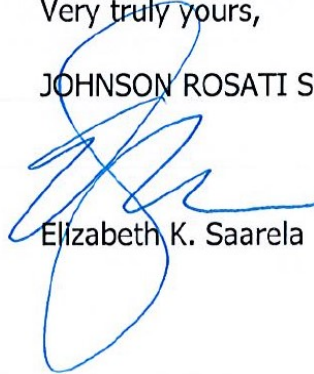
**Agreement with Association**

With respect to the City's Agreement with the Developer and Association to install one (1) decorative street light at the entrance of the subdivision, the City will pay the ongoing energy costs relating to a single street light within the public right-of-way. The Association will be required to pay the additional cost of the entrance light that is attributable to the upgraded "decorative" street lighting equipment, and the additional electric costs attributable to the additional lamp. The Agreement appears to be acceptable subject to adding the following address, which is listed with the State of Michigan as the company's registered address: P.O. Box 175, Novi, MI 48376.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

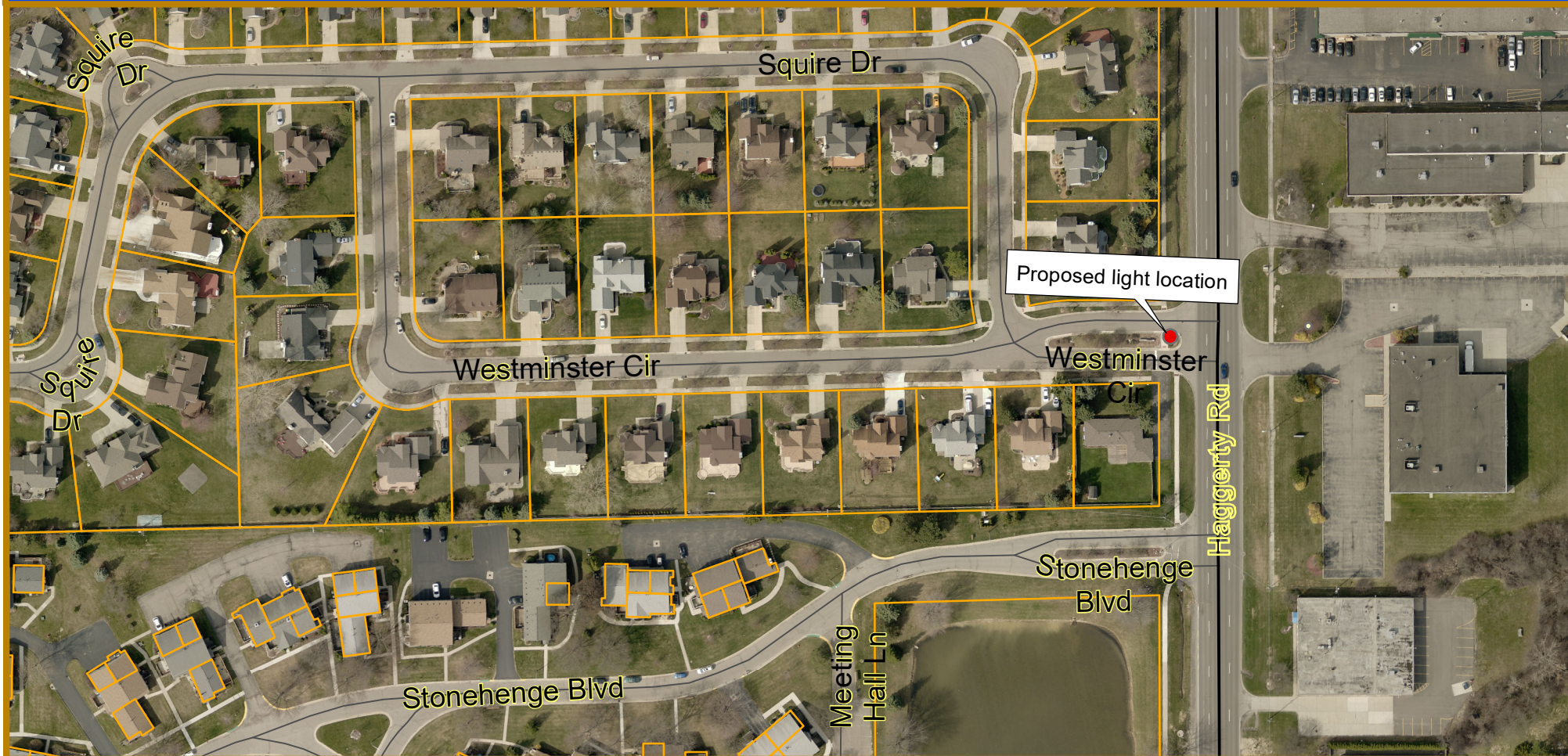
JOHNSON ROSATI SCHULTZ JOPPICH



Elizabeth K. Saarela

C: Cortney Hanson, Clerk  
George Melistas, Senior Engineering Manager  
Thomas R. Schultz, Esquire

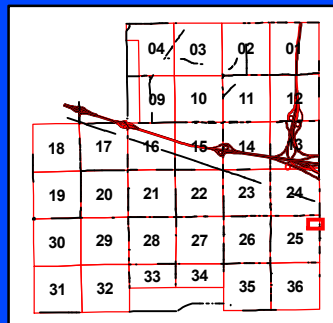
# DTE Street Light Installation Westminster Village Location Map



Map Author: R. Runkel  
Date: 9/17/18  
Project:  
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 Services  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org

