# **CITY of NOVI CITY COUNCIL**



# Agenda Item I November 13, 2018

**SUBJECT:** Approval of a Street Light Purchase Agreement with The Detroit Edison Company for the installation and operating cost of seven (7) street lights; one (1) at the entrance of Manchester on Novi Road, and six (6) along the Manchester development frontage on Novi Road, and approval of an agreement with Manchester 13 Mile Road, LLC, for the sharing of installation and ongoing operation costs per the City's Street Lighting Policy.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$ 2,161.17 (Installation paid by City)		
	\$ 1,871.10 (Annual Operating Costs paid by City)		
	\$ 4,032.27 TOTAL City share		
	\$ 25,112.40 (Developer paid cost)		
AMOUNT BUDGETED	\$ 42,017 (Street Light Installation)		
	\$ 152,000 (Street Light Operations)		
APPROPRIATION REQUIRED	\$ 0		
LINE ITEM NUMBER	101-442.10-924.051 (Streetlight Installation)		
	101-442.20-924.000 (Street lighting Operations)		
	701-000.00-924.000 (Developer Paid Costs)		

## BACKGROUND INFORMATION:

Manchester 13 Mile Road, LLC, is requesting the installation of seven (7) Basic Granville 60w LED light fixtures mounted on seven (7) black 12' fiberglass posts; one (1) at the Manchester Road entrance off of Novi Road, south of Thirteen Mile Road, and six (6) along the Manchester development frontage on Novi Road.

The Resolution for Amended Street Light Policy adopted September 24, 2012 states the City will provide one single, standard overhead street light in the public right-of-way at major road entrances of residential developments to enhance public safety. The policy also states when lighting requests include upgraded decorative or additional street lights, the petitioner shall bear the additional cost of installation beyond the cost for a single standard light. The developer is requesting a decorative street light 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 the street lights along Novi Road since the streetlights provide an additional benefit for the public.

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 seven (7) Basic Granville style lights on seven (7) posts. The new street lights will be underground fed Basic Granville style 60w 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 \$27,273.57 and an ongoing annual lamp charge of \$1,871.10 for operation and maintenance of the street lights. As with all other street light installations, the City requires payment by the applicant for all reimbursable charges and the City pays DTE Energy directly.

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

Description	City Share	Developer/HOA Share	Total
Installation Costs	\$ 2,161.17	\$ 25,112.40	\$ 27,273.57
Annual Operating Costs	\$ 1,871.10	\$0	\$ 1,871.10

A second agreement between the City and Manchester 13 Mile Road, LLC, is also provided for consideration to formalize the cost sharing and payment arrangement for the installation and operation of the streetlight(s). Manchester 13 Mile Road, LLC, has paid to the City its portion of the installation costs.

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

**RECOMMENDED ACTION:** Approval of a Street Light Purchase Agreement with The Detroit Edison Company for the installation and operating cost of seven (7) street lights; one (1) at the entrance of Manchester on Novi Road, and six (6) along the Manchester development frontage on Novi Road, and approval of an agreement with Manchester 13 Mile Road, LLC, for the sharing of installation and ongoing operation costs per the City's Street Lighting Policy.

# DTE Street Light Installation Manchester Location Map



Map Author: R. Runkel Date:10/29/18 Project: Manchester 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.





Feet

1 inch = 190 feet

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# City of Novi

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

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27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331 P 248.489.4100 | F 248.489.1726 www.rsjalaw.com



ROSATI | SCHULTZ JOPPICH | AMTSBUECHLER

September 19, 2018

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

## Re: DTE Energy - Purchase Agreement for Municipal Street Lighting Manchester

Dear Ms. Runkel:

We have received and reviewed the Purchase Agreement for Municipal Street Lighting (Work Order 51558218) for seven street lights along Novi Road on the south side of 13 Mile Road. The Developer will pay the cost for installation of seven (7) decorative street lights in excess of a the cost of a single standard street light.

The Purchase Agreement is a standard form agreement prepared by The Detroit Edison Company ("DTE") for use in projects for installation and maintenance of new street lighting. It references and incorporates the terms of the Master Agreement for Municipal Street Lighting entered into between the City and DTE Energy on August 21, 2018. The Master Agreement controls the terms of installation and maintenance, generally, such as terms of payment, rates, maintenance responsibilities, term, liability, warranties and general contract provisions, including such things as choice of law and notices. Although the Master Agreement has been recently updated to more strictly limit DTE's liability for damages and injuries occurring during installation, to the extent that the City probably would not be able to look to DTE or its contractor were the "sole" cause of the damages, the potential liability to the City is probably on the lower end of the scale because a third party who was damaged or injured could pursue recovery from DTE itself and would not be impacted by this Agreement. Furthermore, there is no indemnity provision so the City is not taking responsibility for damages DTE causes to third parties.

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

Rebecca Runkel, Engineering Technician City of Novi September 19, 2018 Page 2

The Purchase Agreement and Master Street Lighting Agreement are in DTE's standard format and we see no legal impediment to approval of the agreements.

The Developer has agreed to pay the upgrade cost for decorative streetlights, while the City will pay the ongoing energy costs relating to the street lights since they benefit the general public along Novi Road. We see no legal impediment to entering into the enclosed version of the Agreement and the terms of the Agreement are consistent with the City's Street Lighting Policy.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH & AMTSBUECHLER PC Elizabeth Kudla Saarela

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



August 22, 2018

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

Re: Proposed Street Lighting-Manchester Development-Novi Rd and 13 Mile, Novi, MI

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

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

Underground fed (1) 60w Granville acorn LED fixtures mounted on (1) 12' fiberglass post			
Annual Operating Cost	\$267.30		
Costs to Construct	\$4,544.46		
3yr Revenue Credit	(\$801.90)		
Contribution from the City of Novi	\$3,742.56		
<u>Underground fed (1) 65w LED Autobahn mounted on (1) 30' direct buried fiberglass post- Cost to feed light at 80'</u> from feed point. (Standard)			
Annual Operating Cost	\$267.30		
Cost to Construct	\$3,335.93		
3yr Revenue Credit	(\$801.90)		
Contribution from the City of Novi	\$2,161.17		
Underground fed: Six (6) 60w Granville acorn LED fixtures mounted on six (6) 12' fiberglass posts			
Annual Operating Cost	\$1,603.80		
Costs to Construct	\$28,342.41		
3yr Revenue Credit	\$4,811.40		

The price quoted shall be in effect for a period of six months from the date of this letter, after which these costs will no longer be valid. After installation, the total cost for additional modification, relocation or removal will be the responsibility of the requesting party. Payment of the customer contribution must be made prior to the actual start of construction.

\$23,531.01

Please contact me for a Street Lighting Purchase Agreement if you would like to proceed with the above installation.

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

**Contribution from the City of Novi** 

Sincerely,

. Brandon R. Faron

Brandon R. Faron Account Manager Community Lighting



August 24, 2018

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

Re: City of Novi- Manchester Development Lighting-Novi, MI

Attached is the agreement for the work to be performed in the budget letter was sent on August 22, 2018. A detailed description of the project is outlined in the agreements. Please print TWO copies. Please sign BOTH copies in the designated areas. A check or Purchase Order in the amount of \$27,273.57 is also required at this time. Please return BOTH signed agreements (as well as check or Purchase Order...made payable to DTE Energy) to the following address:

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

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

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

Sincerely, Brandon R. Faron

Brandon R. Faron Account Manager Community Lighting

### **Exhibit A to Master Agreement**

### **Purchase Agreement**

This Purchase Agreement (this "<u>Agreement</u>") is dated as of August 24, 2018 between DTE Electric Company ("<u>Company</u>") and the City of Novi ("<u>Customer</u>").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated August 21, 2018 (the "<u>Master Agreement</u>") 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	51558218		
Number:	If this is a conversion or replacement, indicate the Wor for current installed equipment: N/A	k Order Number	
2. Location where Equipment will be installed:	[Manchester-Novi Rd, South of 13 Mile], as more fully described on the map attached hereto as <u>Attachment 1</u> .		
3. Total number of lights to be installed:	7		
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install seven (7) 60w LED Basic Granvilles with black housing, and seven (7) 12' fiberglass posts on concrete foundations.		
5. Estimated Total Annual Lamp Charges	\$1,871.10		
<ol> <li>Computation of Contribution in aid of</li> </ol>	Total estimated construction cost, including labor, materials, and overhead:	\$32,886.87	
Construction ("CIAC	Credit for 3 years of lamp charges:	\$5,613.30	
<u>Amount</u> ")	CIAC Amount (cost minus revenue)	\$27,273.57	
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 Ag continue on a month-to-month basis until terminal written consent of the parties or by either party wir days prior written notice to the other party.	ed by mutual	
9. Does the requested Customer lighting design meet IESNA	(Check One) YES NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices		
recommended practices?	100 h		

### 11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES XNO

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 ("<u>SOM</u>") 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  $\underline{0}$  posts and  $\underline{0}$  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.

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

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

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

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

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

#### \*\*\*\*\*

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

Company:	Customer:	
DTE Electric Company	City of Novi	
Ву:	Ву:	SIGN HERE
Name:	Name:	
Title:	Title:	

Purchase Agreement – Page 3

# Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

Purchase Agreement – Page 4

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## AGREEMENT

This Agreement is entered into this 25 day of <u>October</u>, 201, by and between the CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (the "City"), and MANCHESTER 13 MILE ROAD, LLC a Michigan LLC, ("Developer") whose address is 45511 Market Street, Shelby Township, Michigan 48315.

### **RECITATIONS:**

The Developer is the entity designated to administer the affairs of said residential multiple-family development

The Developer has requested the City to assist it in making a certain local public improvement consisting of the installation of six (6) street light posts along the frontage on Novi Rd and one (1) street light post at the entrance 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 Developer.

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 and/or Association shall reimburse the City for the non-DTE share of the installation cost.

For this development, the City agrees to pay the annual operating costs of the additional six (6) street lights to be installed along Novi Road on the basis that the streetlights benefit the public in addition to benefitting the development.

The City has obtained from the Detroit Edison Company ("DTE") an estimate for the installation and annual operation of the entrance light requiring a charge for the one (1) decorative street light post with one (1) light fixture of \$3,742.56 and an operating cost for the first year in the amount of \$267.30 ("Annual Operating Cost"). The City has also obtained an estimate for the installation and annual operation of the lights along Novi Road, requiring a charge for the six (6) decorative street light posts with six (6) light fixtures of \$23,351.01 and an operating cost for the first year in the amount of \$1,603.80.

The City has agreed to assist the Developer 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 Developer of the cost of installation for the upgrade to the decorative light at the entrance and six (6) additional lights along Novi Road, plus the City's 10% administrative fee, in the total amount of  $\underline{\$27,623.64}$ . The Developer will not be responsible for any of the associated Annual Operating Costs, for which the City will be billed by DTE directly.

## NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. To the extent that DTE may require, the City shall contract with DTE for the installation and operation of the proposed decorative street lights.

2. Upon execution of this Agreement, the Developer shall pay directly to the City the amount of  $\underline{\$27,623.64}$ , representing the Developer 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. As agreed upon, the City will pay the annual operating costs of the additional six (6) street lights along Novi Road.

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.

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

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

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

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

[SIGNATURES BEGIN ON THE NEXT PAGE]

CITY OF NOVI, a Michigan municipal Corporation

By: Robert J. Gatt Its: Mayor

By: Cortney Hanson Its: City Clerk

MANCHESTER 13 MILE ROAD, LLC, a Michigan limited liability company,

By: Michael S. Furner,

Its: Member





The optical system consists of a precisely molded three-piece thermal resistant borosilicate glass refractor and top reflector mounted within decorative aluminum ribs and banding. The glass top reflector redirects over 50% of the upward light into the controlling refractor while allowing a soft uplight component to define the traditional acorn shape of the luminaire. A decorative aluminum cover is available. The lower refractor uses precisely molded prisms to maximize pole spacings while maintaining uniform illuminance. Two refractors are available, symmetric distribution and asymmetric distribution. The cutoff optic option replaces inner glass reflector with segmented miro-metal reflector which is designed for less than 5% uplight

#### LUMINAIRE HOUSING

The luminaire housing, cast of aluminum, provides an enclosure for the plug-in electrical module. Glass optical assembly is secured in the factory to this housing using stainless steel 1/4-20 bolts. 1/4-20 bolts also support the decorative rib and banding assembly. The nickel plated lamp grip socket and three station incoming line terminal block are prewired to a five conductor receptacle for ease in connection the electrical module. The slipfitter will accept a 3" by 2-7/8" to 3-1/8" O.D. tenon.

#### LUMINAIRE HOUSING / DOOR

Cast of aluminum, the housing / door is removable without the use of tools and is retained by a nonconductive lanyard. For units with an E.E.I.-N.E.M.A. twist lock photocell receptacle, the housing contains a "window" to allow light to reach the cell.

#### ELECTRICAL MODULE

The ballast components are mounted on a steel plate that is removable without the use of tools. A matching five conductor plug connects to the receptacle in the luminaire housing to complete the wiring. Where a starting aid is required, it is provided with a separate plug-in connector and can be replaced without the use of tools. For photoelectric operation, the electrical module is provided with an E.E.I.-N.E.M.A. twist lock photocell receptacle.

#### BALLASTS

(Refer to Ballast Data Sheet for specific operation characteristics)

50 watt 120 volt High Pressure Sodium (HPS) ballasts are High Power Factor Reactor type. All other HPS ballast are High Power Factor Autotransformer type.

02/10/2017

DATE:

RAF

DRAWN:

TYPE:

ORDER

GVP

LUM

DWG #:

175 watt Metal Halide (MH) ballasts are CWA ballast. MH units are available only with (120V, 208V, 240V, 277V) multitap High Power Factor High reactance type ballast. MH is compliant with DOE/EISA regulations starting February 10, 2017. FINISH

The luminaire is finished with polyester powder paint applied after a seven stage pretreatment precess to insure maximum durability. UL LISTING

The luminaire is UL listed as suitable for wet locations at a maximum 40° C ambient temperature for HID, Incandescent, and CFL sources. Induction sources are listed as suitable for wet locations at a maximum of 35°C.