

# CITY of NOVI CITY COUNCIL

Agenda Item E September 30, 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 Fox Run Drive and 13 Mile Road to serve the Fox Run development; and approval of an agreement with Redwood-ERC Novi, LLC for the sharing of installation costs per the City's Street Lighting Policy.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division BIC.

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$ 4,653 (installation costs)
AMOUNT BUDGETED	\$ 85,000
LINE ITEM NUMBER	101-442.00-924.000 (Street Lighting)

#### BACKGROUND INFORMATION:

The management at Fox Run provided the attached letter requesting a single standard street light at the entrance to Fox Run on 13 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 Fox Run, 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.

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 \$4,652.51. The difference in installation costs between the proposed location and a location that is 100 feet away from the electrical service is \$1,582.99 according to Detroit Edison.

In order to facilitate installation of the street light at Fox Run'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 \$4,652.51 and an ongoing annual lamp charge of \$311.97 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 Redwood-ERC Novi, LLC, the property owner of Fox Run, is also provided for consideration to formalize the sharing of installation costs between the City and Fox Run as indicated above. The attached Agreement states that the City will pay \$3,069.52 of the total installation cost (based on the 100 foot distance in the policy) and that Redwood-ERC Novi, LLC will pay \$1,582.99 (for the additional costs for the location of the street light beyond 100 feet from the electrical service as stated in the policy). Redwood-ERC Novi provided a check on September 20, 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 September 20, 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 Fox Run Drive and 13 Mile Road to serve the Fox Run development; and approval of an agreement with Redwood-ERC Novi, LLC for the sharing of installation costs per the City's Street Lighting Policy.

	1	2	Υ	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Υ	N
Council Member Margolis				
Council Member Mutch				
Council Member Wrobel				





#### MAP INTERPRETATION NOTICE

any official or primary source. This map was intended to meet.

Authoral Map Accuracy Standards and use the most recent,
ecourate 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 to
al closesed Michigan Surveyor as defined in Michigan Public Act 32

of 1970 as amended Pleased contact the City GIS Manager to
randfun secures and services information related to this ispan.





# City of Novi

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

0	120	240	480	720	960

1 inch = 600 feet



## 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

September 19, 2013

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

## RE: Fox Run Street 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 13 Mile and Fox Run:

- 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 September 17, 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 Fox Run)

Finally, the Agreement is the City's Agreement prepared by Engineering with the owners of Fox Run regarding 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. The Agreement has been revised to address comments provided by the property owner's attorney. 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. <u>Master Agreement</u>. 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 <u>Exhibit A</u> (a "<u>Purchase Agreement</u>"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.
- 2. <u>Rules Governing Installation of Equipment and Electric Service</u>. 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 "<u>Tariff</u>"), Rule C 6.1, Extension of Service (or any other successor provision), as approved by the The Michigan Public Service Commission ("<u>MPSC</u>") 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. <u>Payment of CIAC Amount</u>. 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. <u>Modifications</u>. 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. <u>Maintenance, Replacement and Removal of Equipment</u>. 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. <u>Contract Term</u>. 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. <u>Design Responsibility for Street Light Installation</u>. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("<u>IESNA</u>") 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. <u>New Subdivisions</u>. 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. <u>Force Majeure</u>. 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. <u>Subcontractors</u>. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and any replacement Equipment.
- 13. <u>Waiver; Limitation of Liability</u>. 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. <u>Notices</u>. 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 ]
Ву:	Ву:
Name:	Name:
Title:	Title:

## **Exhibit A to Master Agreement**

## **Purchase Agreement**

This Purchase Agreement (this "<u>Agreement</u>") is dated as of September 5, 2013 between The Detroit Edison Company ("<u>Company</u>") and City of Novi ("<u>Customer</u>").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 4, 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	36903688			
Number:	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A			
Location where     Equipment will be     installed:	Subdivision entrance at 13 Mile and Fox Run Rd, as more fully described on the map attached hereto as <a href="Attachment 1">Attachment 1</a> .			
3. Total number of lights to be installed:	1			
4. Description of Equipment to be installed (the "Equipment"):	One 135 watt Autobhan LED mounted on a code fiberglass post.	80 silver 30'		
5. Estimated Total Annual Lamp Charges	\$311.97			
6. Computation of Contribution in aid of	Total estimated construction cost, including \$5,588.42 labor, materials, and overhead:			
Construction ("CIAC	Credit for 3 years of lamp charges:	\$935.91		
Amount")	CIAC Amount (cost minus revenue)	\$4,652.51		
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 Age continue on a month-to-month basis until terminal written consent of the parties or by either party will days prior written notice to the other party.	ted by mutual		
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One)			
10. Customer Address for Notices:	City of Novi 26300 Lee BeGole Drive Novi, MI 48375 Erica Morgan			

11. <u>Special Order Material Terms</u> :
All or a portion of the Equipment consists of special order material: (check one) \( \subseteq YES \) \( \subseteq NO \)
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 (" <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 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

- ot ck replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.
- 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.
  - 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 Technol	ogy ("EELT") Terms:				
All or a portion of the Equipment consists of EEL	T: (check one) XYES NO				
If "Yes" is checked, Customer and Company agr	ee to the following additional terms.				
A. The annual billing lamp charges for the Company are based upon the estimated ene 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 twritten above.	this Purchase Agreement as of the date first				
Company:	Customer:				
The Detroit Edison Company	City of Novi				
Ву:	By:				
Name:	Name:				
Title:	Title:				

## Attachment 1 to Purchase Agreement

## **Map of Location**

[To be attached]

#### **AGREEMENT**

This Agreement is entered into thiso	day of	_, 20,	by and
between the CITY OF NOVI, a Michigan municipa	l corporation, whose	address is 45°	175 W.
Ten Mile Road, Novi, Michigan 48375 (the "City"),	and Redwood-ERC No	ovi, LLC a M	aryland
limited liability company, ("Property Owner") wh	ose address is 701 M	1aiden Choice	Lane,
Catonsville, Maryland 21228.			

#### RECITATIONS:

The Property Owner has requested the City to assist it in making a certain local public improvement consisting of the installation of a decorative street light at the intersection of 13 Mile Road and the main entrance to Fox Run, as described and depicted on the attached Exhibit A hereto.

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 \$4,652.51 and an operating cost for the first year in the amount of \$311.97 ("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 property owner will bear the additional installation costs.

The electrical service for the proposed street light at the intersection of 13 Mile and the main entrance to Fox Run is approximately 233 feet from the proposed street light location. Therefore, Property Owner shall be responsible for the additional cost associated with installing a street light more than 100 feet from the existing electrical services.

The City and the Property Owner agree that the City will pay \$3,069.52 of the total installation charge. The City and Property owner further agree that the Property Owner will pay \$1,582.99, which represents the additional costs for installation of the street light more than 100 feet away from the existing electrical service.

The City has agreed to assist the Property Owner 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 Property Owner of the installation cost, 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 standard overhead streetlight.
- 2. Upon execution of this Agreement, or when requested by DTE, whichever occurs first, the Property Owner shall pay their portion of the installation cost of \$1,582.99, 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 and due to the increase of energy costs over time. Property Owner 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. 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. 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.

CITY OF NOVI, a Michigan municipal Corporation

Redwood-ERC Novi, LLC, a Maryland limited liability company

By: Robert J. Gatt

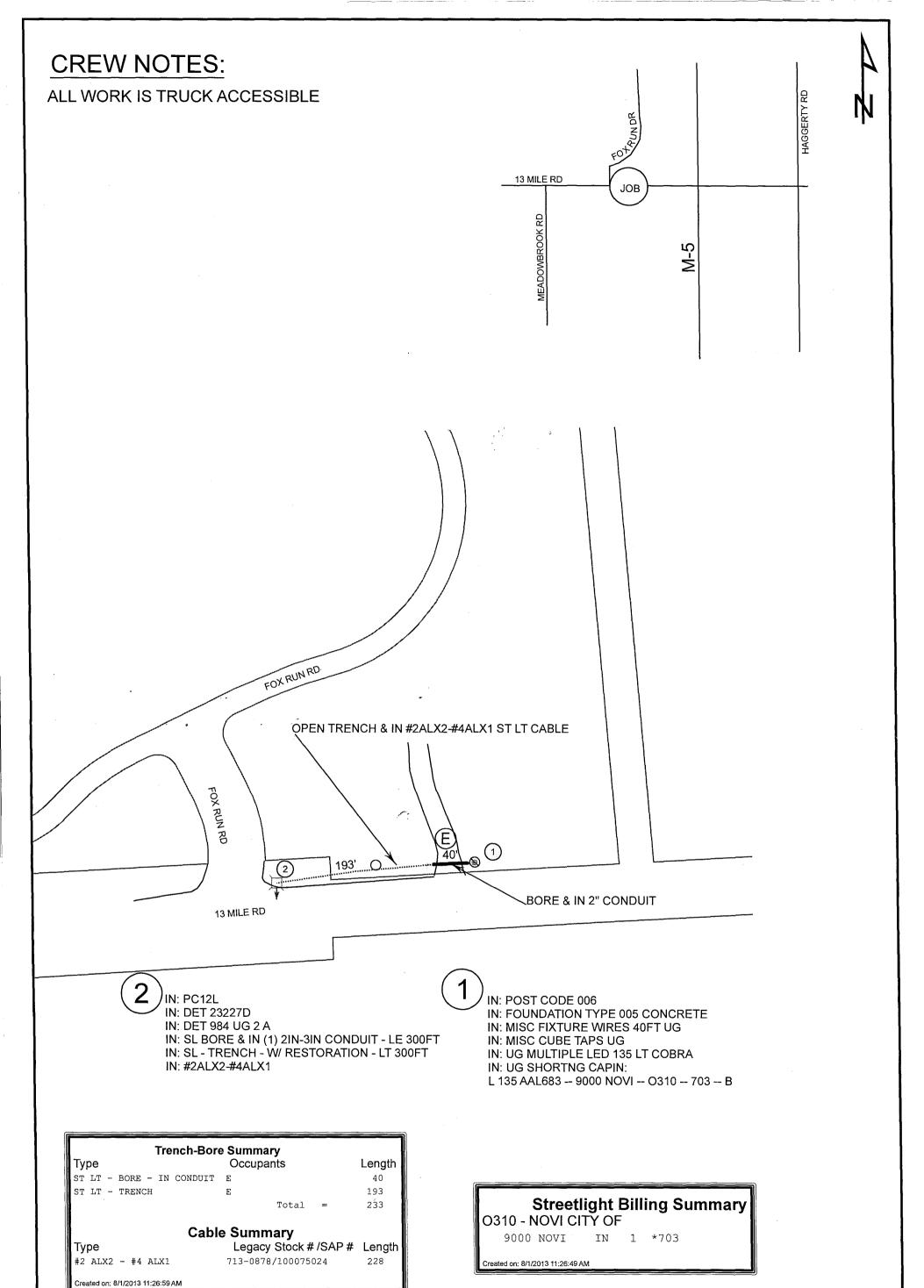
Its: Mayor

By: Jean Landreville

Its: Assistant Executive Director

By: Maryanne Cornelius

Its: City Clerk



Work Order # 36921024			GIS-DSN	SRW	RSD	PH		PLC	
Service Center Service Center	Circuit #1  Circuit 1	Circuit #2	Circuit 2	СОН	cos	CUG	CUL		CUS
Worksite City Wol	rksite City Twp County	Worksite Twp.			Worksite County	·			SCMAT
	Section Qtr ange Section	Planner Name Green, Daniel P		•	CUE Request # 370314	Version I	Plot Date 8/1/2013	Sca	e



Brian Coburn
Engineering Manager
Department of Public Services – City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

RE: Request for street light at Fox Run entrance

Dear Mr. Coburn,

Fox Run is requesting the installation of a street light at the entrance to the community which is located at 41000 13 Mile Road Novi, Mich 48377. Residents, staff and guests have indicated that the entrance to the community is difficult to locate under low light conditions and/or poor weather conditions.

Attached is a map indicating our preferred pole location in order of desired preference.

Fox Run appreciates you working with DTE Energy to initiate the planning and installation of the above mentioned light.

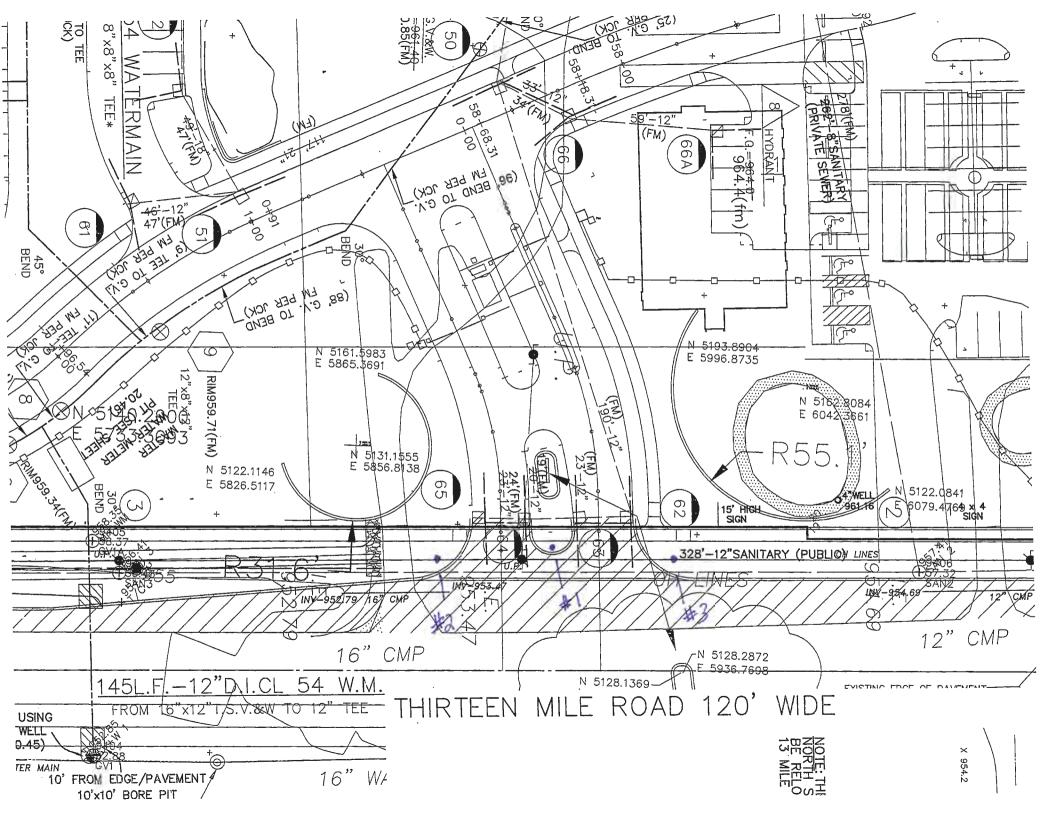
Please let us know if you have any questions.

**Leonard Gringlas** 

Director of General Services - Fox Run

248-668-8670

leonard.gringlas@erickson.com





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

(248) 347-0440 www.cityofnovi.org Receipt: 162180

09/20/13

Page

The sum of:

\$1,582.99

## REDWOOD-ERC NOVI LLC

700 E. CAMPBELL RD, STE 265 RICHARDSON TX 75081

MR	1300005577					1,582.99
		101-000,0	0-040.050		1,582.99	
					Total	1,582.99
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Signed:\_\_\_\_\_