



CITY of NOVI CITY COUNCIL

Agenda Item J
May 22, 2017

SUBJECT: Approval of a Street Light Purchase Agreement with DTE Energy (Detroit Edison Company) for the ongoing operation costs of one street light near the intersection of Bethany Way and 10 Mile Road to serve the Willowbrook Farm development; and approval of an agreement with the Willowbrook Farm Homeowners Association for the sharing of costs per the City's Street Lighting Policy.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 307.68 (Street Light Operating Costs)
AMOUNT BUDGETED	\$ 151,000.00 (Street Light Operating Costs)
LINE ITEM NUMBER	101-442.20-924.000 (Street Light Operating Costs)

BACKGROUND INFORMATION:

The Willowbrook Farm Homeowners Association (HOA) is requesting a new street light within the City's right-of-way. The proposed street light will be installed on the north end of the boulevard on Bethany Way, north of Ten Mile Road.

The Resolution for Amended Street Light Policy was adopted September 24, 2012 and states that the City will provide a standard street light in the public right-of-way at major road entrances of residential developments, such as Willowbrook Farm, to enhance public safety. Engineering staff worked with DTE Energy and the HOA to determine the appropriate locations for street lights and to obtain estimated installation and ongoing operation costs.

In order to facilitate installation of the street lights, DTE is requesting approval and execution of the attached Purchase Agreement. The DTE agreement requires the City to pay an ongoing annual lamp charge of \$307.68 for operation and maintenance of the street light. As with all other street light installations, the City pays DTE Energy directly. A second agreement between the City and the Association is also provided for consideration to formalize the installation.

The agreements have been reviewed and recommended for approval by Engineering staff and the City Attorney.

RECOMMENDED ACTION: Approval of a Street Light Purchase Agreement with DTE Energy (Detroit Edison Company) for the ongoing operation costs of one street light near the intersection of Bethany Way and 10 Mile Road to serve the Willowbrook Farm development; and approval of an agreement with the Willowbrook Farm Homeowners Association for the sharing of costs per the City's Street Lighting Policy.

DTE Street Light Installation Willowbrook Farm (Bethany Way) Location Map



Map Author: J. Mathias
Date: 05/8/2017

Project:
Version #:

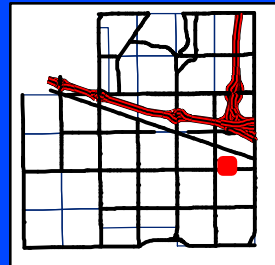
Amended By:
Date:

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.

Installation scheduled



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

Feet
0 30 60 120 180
1 inch = 159 feet



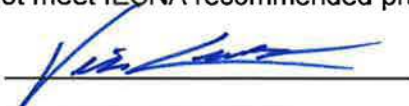
Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of April 26, 2017 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 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 Number:	45845829 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:	Willowbrook Farms entrance island at W 10 Mile Rd & Bethany Way, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install (1) stock 80 watt Granville LED acorn fixture with black leaf housing mounted on (1) stock black fluted fiberglass Mainstreet post a with concrete foundation.	
5. Estimated Total Annual Lamp Charges	\$307.68	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$0.00
	Credit for 3 years of lamp charges:	N/A
	CIAC Amount (cost minus revenue)	\$0.00
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with 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 Signature: 	
10. Customer Address for Notices:	City of Novi 26300 Lee BeGole Dr Novi, MI 48375	

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 N/A posts and N/A 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 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: _____

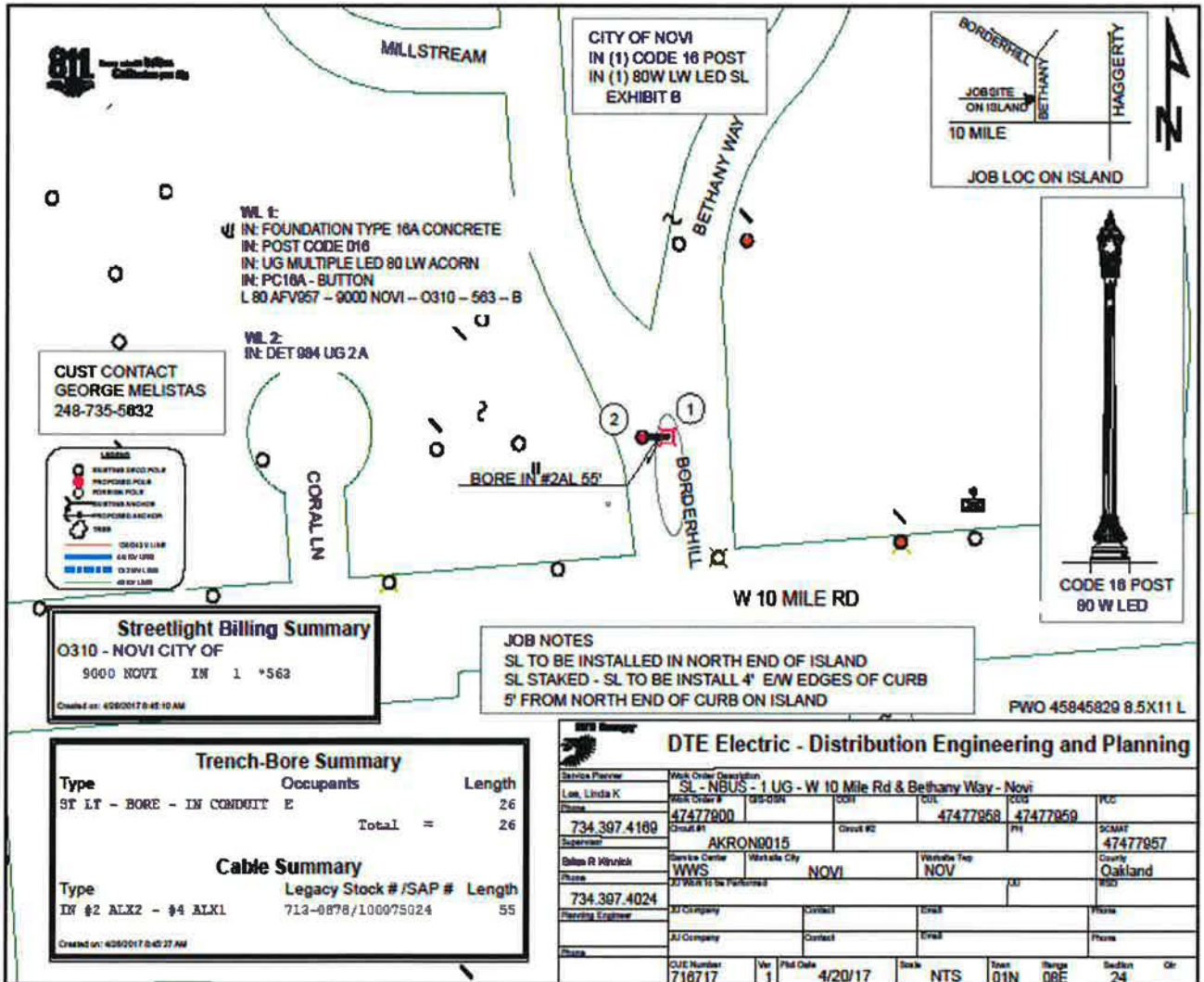
Name: Victor Cardenas

Title: _____

Title: Assistant City Mgr.

Attachment 1 to Purchase Agreement

Map of Location





MILLSTREAM

CITY OF NOVI
IN (1) CODE 16 POST
IN (1) 80W LW LED SL
EXHIBIT B



WL 1:
IN: FOUNDATION TYPE 16A CONCRETE
IN: POST CODE 016
IN: UG MULTIPLE LED 80 LW ACORN
IN: PC16A - BUTTON
L 80 AFV957 -- 9000 NOVI -- 0310 -- 563 -- B

WL 2:
IN: DET 984 UG 2 A

CUST CONTACT
GEORGE MELISTAS
248-735-5632

LEGEND

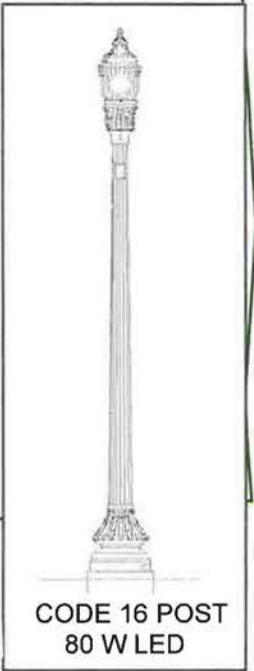
- EXISTING DECO POLE
- PROPOSED POLE
- FOREIGN POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- TREE
- 120/240 V LINE
- 4.8 KV LINE
- 13.2 KV LINE
- 40 KV LINE



BORE IN #2AL 55'



W 10 MILE RD



Streetlight Billing Summary
0310 - NOVI CITY OF
9000 NOVI IN 1 *563
Created on: 4/26/2017 8:45:10 AM

JOB NOTES
SL TO BE INSTALLED IN NORTH END OF ISLAND
SL STAKED - SL TO BE INSTALL 4' EW EDGES OF CURB
5' FROM NORTH END OF CURB ON ISLAND

PWO 45845829 8.5X11 L

Trench-Bore Summary

Type	Occupants	Length
ST LT - BORE - IN CONDUIT	E	26
Total =		26

Cable Summary

Type	Legacy Stock # /SAP #	Length
IN #2 ALX2 - #4 ALX1	713-0878/100075024	55

Created on: 4/26/2017 8:45:27 AM

DTE Energy

DTE Electric - Distribution Engineering and Planning

Service Planner	Work Order Description						
Lee, Linda K	SL - NBUS - 1 UG - W 10 Mile Rd & Bethany Way - Novi						
Phone	Work Order #	GIS-DSN	COH	CUL	CUG	PLC	
	47477900			47477958	47477959		
Supervisor	Circuit #1	Circuit #2		PH	SCMAT		
Brian R Kinnick	AKRON9015				47477957		
Phone	Service Center	Worksite City	Worksite Twp		County		
734.397.4024	VVWS	NOVI	NOV		Oakland		
Planning Engineer	JU Work to be Performed		JU	RSD			
	JU Company	Contact	Email	Phone			
	JU Company	Contact	Email	Phone			
Phone	CUE Number	Ver	Plot Date	Scale	Town	Range	Section
	716717	1	4/20/17	NTS	01N	08E	24



City of Novi is requesting a Code 16A with an 80W LED Acorn to be Installed on the north end of Blvd on Bethany Way, North of 10 Mile. Will need to feed the light from the wood pole on the West side of road

Which will require installing a Pedestal at the base of the pole to intercept the AT&T Service to meter. E-mailed Nancy Early for AT&T contact to coordinate any outage.

