City of Birmingham
A Walkable Community

MEMORANDUM

Engineering Dept.

DATE: **April 16, 2015**

TO: **Joseph Valentine, City Manager**

FROM: **Paul T. O'Meara, City Engineer**

SUBJECT: **District Lofts – Phase 2**
375 S. Eton Rd.
DTE Energy Street Light Agreement

In 2007, a four story residential building known as District Lofts was built on Villa Ave. adjacent to the railroad train station. At that time, there were plans to build a second building on the adjacent property on the northeast corner of S. Eton Rd. and Villa Ave. The owner of the property, Norm LePage, is now planning on proceeding with construction for this second phase.

As a part of the site plan review process, the owner is required to pay for the installation of new pedestrian scale street lights along their frontages. Since this is part of the Rail District, the lights matching those on other streets in this district will be installed and maintained by DTE Energy. The light standard being installed in the Rail District is detailed on the attached drawing. In this case, three lights will be installed on the east side of S. Eton Rd., and two lights will be installed on the north side of Villa Ave. During review at the Planning Board, it was noted that the first phase building was built before a street lighting standard had been established for the Rail District. However, since all of the other buildings planned for this block will be installing these lights upon completion, it made sense that this one should as well. Mr. LePage has agreed to have the four additional lights needed to light the frontage of the first building at this time so that this entire block of Villa Ave. will be consistently lit upon full completion of the adjacent buildings.

DTE Energy has prepared the attached contract for the installation of the lights by their contractor. The agreement is identical to those authorized for other street light agreements. The language has been reviewed and approved by the City Attorney's office. Once the agreement has been signed, we will return it to DTE for their signature and execution. Once the work has been completed to our satisfaction, we will invoice the owner for the full amount being charged ($35,714). A final Certificate of Occupancy will not be issued until payment has been received. We expect after the work is complete, we will in turn be invoiced for the value of the work from DTE Energy, which will be charged to the streetscape account 401-901.009-981.0100, in the Capital Projects Fund.

It is recommended that the Commission authorize the Mayor to sign the attached Agreement for Municipal Street Lighting presented by DTE Energy relative to 375 S. Eton Rd. All costs relative to this agreement will be charged to the owner and developer of the property.

SUGGESTED RESOLUTION:

To approve the street light agreement between the City of Birmingham and DTE Energy regarding the installation of street lights at 375 S. Eton Rd. Further, to direct the Mayor to sign the agreement on behalf of the City. All costs relative to this agreement will be charged to the adjacent owner.

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of April 10, 2015 between The Detroit Edison Company ("Company") and City of Birmingham ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated October 17, 2012 (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:	42779583	
	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:	Intersection of S Eton St & Villa Rd in Birmingham, as more fully described on the map attached hereto as Attachment 1.	
3. Total number of lights to be installed:	9	
4. Description of Equipment to be installed (the "Equipment"):	9 Rockford Harbor posts all with single shepherds crook arms & 100 watt Glaswerks LED's. None of the posts will have GFI's. The color will be Q015543 Tiger Drylac.	
5. Estimated Total Annual Lamp Charges	$2,878.56	
6. Computation of Contribution in aid of Construction ("CIAC Amount")	Total estimated construction cost, including labor, materials, and overhead:	$44,350.07
	Credit for 3 years of lamp charges:	$8,635.68
	CIAC Amount (cost minus revenue)	**$35,714.39**
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) ☐ YES ☒ 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 Birmingham 151 Martin St, PO Box 3001 Birmingham, MI 48012 Attn: Paul O'Meara	

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 **1 post** and **1 luminaire** 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 City of Birmingham DPW Yard. 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: Paul O'Meara Title: City Engineer

Phone Number: 248-530-1840 Email: pomeara@bhamgov.org

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.

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.

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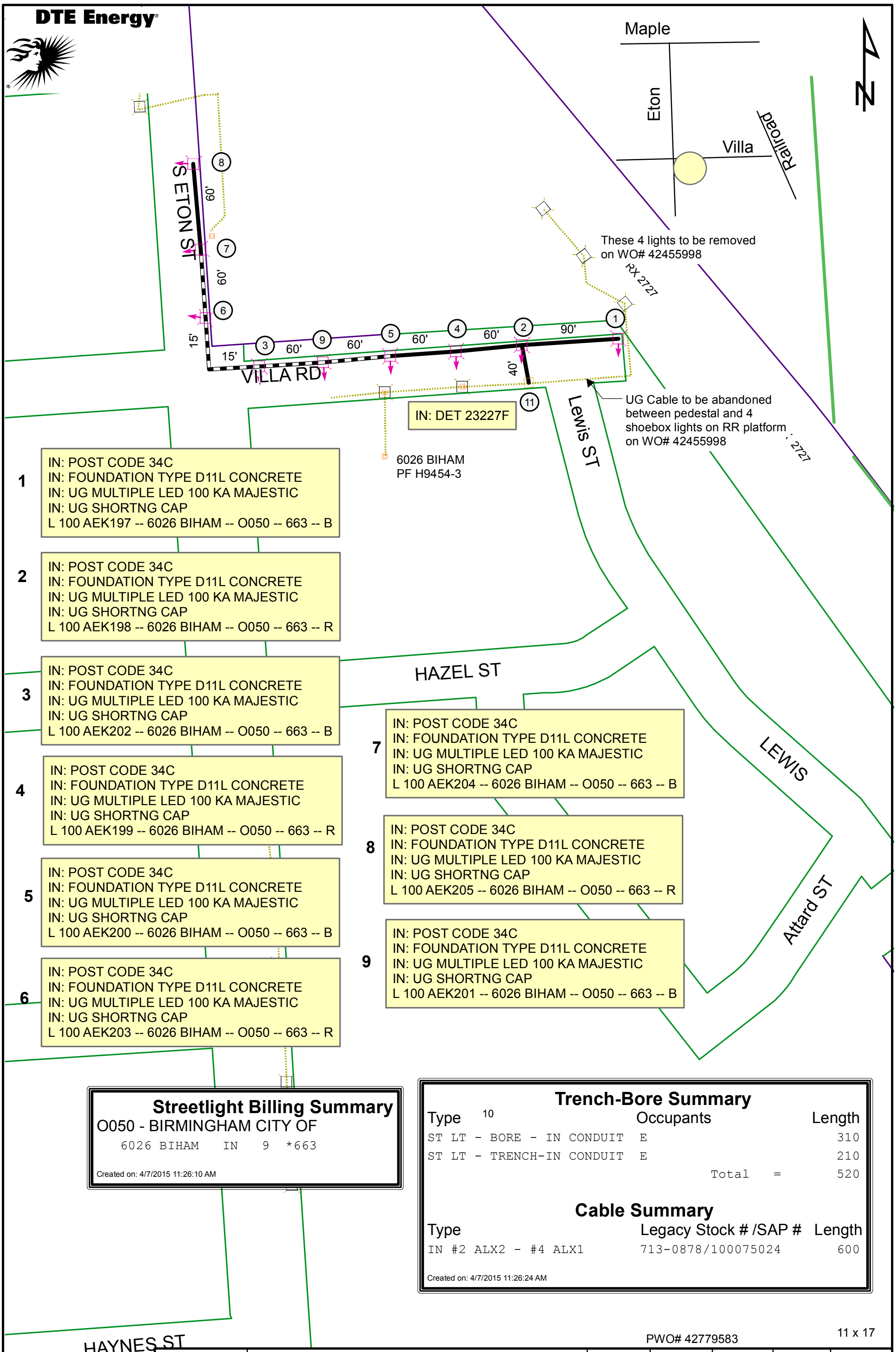
Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:	Customer:
The Detroit Edison Company	City of Birmingham
By: _____	By: _____
Name: _____	Name: _____
Title:_____	Title:_____

DTE Energy



Streetlight Billing Summary

O050 - BIRMINGHAM CITY OF

6026 BIHAM IN 9 *663

Created on: 4/7/2015 11:26:10 AM

Trench-Bore Summary

Type	Occupants	Length
ST LT - BORE - IN CONDUIT	E	310
ST LT - TRENCH-IN CONDUIT	E	210
Total =		520

Cable Summary

Type	Legacy Stock # /SAP #	Length
IN #2 ALX2 - #4 ALX1	713-0878/100075024	600

Created on: 4/7/2015 11:26:24 AM

PWO# 42779583

11 x 17

Work Order #	Work Order Description	GIS-DSN	SRW	RSD	PH	PLC
42800334	NBUS - 9 UG - VILLA & ETON - BIRMINGHAM	42800336				

Service Center	Circuit #1	Circuit #2	COH	COS	CUG	CUL	CUS
PON	DUDLY0487					42800345	

Worksite City	Worksite Twp.	Worksite County	SCMAT
Birmingham city, Oakland County			42800344

Town	Range	Section	Qtr	Planner Name	CUE Request #	Version	Plot Date	Scale
02N11E31				O'Dea, Charlotte A 734-397-4307	523468	1	4/9/2015	none

HOLOPHANE®
LEADER IN LIGHTING SOLUTIONS
An AcuityBrands Company

Catalog Number	GELB 100 4K AS 2 RAL6012 5 H 1 BC 90R15F RAL6012 RHA 14 S4C 18 P09 ABG RAL6012 R162A R162C FGIUL_L RAL6012 FGIUL_L RAL6012
Type:	Notes:

Rockford Harbor Aluminum Pole
BC (Bishops Crook Crossarm)
Hallbrook® W Bowl Glass

SPECIFICATIONS

FIXTURE
Hallbrook® Extended Cover Bowl GlasWerks LED
- [GELB 100 4K AS 2 RAL6012 5 H]
  - Prefix: GELB
  - Source and Wattage: 100W System
  - Color Temperature: 4000K
  - Voltage: Auto-Sensing Voltage (120-277)
  - Mounting: Pendant 1.5 NPT
  - Finish: Tiger Drylac Color (RAL6012)
  - Optics: Symmetric Bowl Glass
  - ROAM: None
  - Photocontrol Receptacle: NEMA Twistlock Photocontrol Receptacle
  - Dimming Driver: None
  - Leads: None
  - Photocontrols: None
  - Surge Protector: None
  - Luminaire EPA: 1.6
  - Luminaire Weight: 56

ARM / MOUNTING BRACKET
Bishop's Crook Crossarm; Oriented at 0 degrees.
- [1 BC 90R15F RAL6012]
  - Fixture Quantity: One Fixture
  - Prefix: Bishops Crook Arm
  - Arms: Single Arm 90°
  - Finish: Q015543 Tiger Drylac Color (RAL6012)
  - Arm EPA: 1.04
  - Arm Weight: 25

POLE
Rockford Harbor Aluminum Pole
- [RHA 14 S4C 18 P09 ABG RAL6012 R162A R162C]
  - Prefix: Rockford Harbor, Aluminum Pole
  - Height: 14 feet (Actual Height: 14'-0")
  - Shaft Style: S4C 4 inch diameter Smooth, .125 wall
  - Base: 18 inch Round Base
  - Tenon: 3 X 6 Tenon
  - Pole Mounting: Anchor bolts, galvanized steel
  - Finish: (Q015543) As specified Tiger Drylac Finish (RAL6012)
  - Base EPA: 3.52233958333
  - Base Weight: 77
  - Anchor Bolt: AB-31-4

ACCESSORY
Weatherproof Receptacle; Height Mounted at 13'-6"
- [FGIUL_L RAL6012]
  - Receptacle Type: Large, In-Use Wet Location Cover
  - Finish: Custom Select RAL Colors (RAL6012)

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- [FGIUL_L RAL6012]
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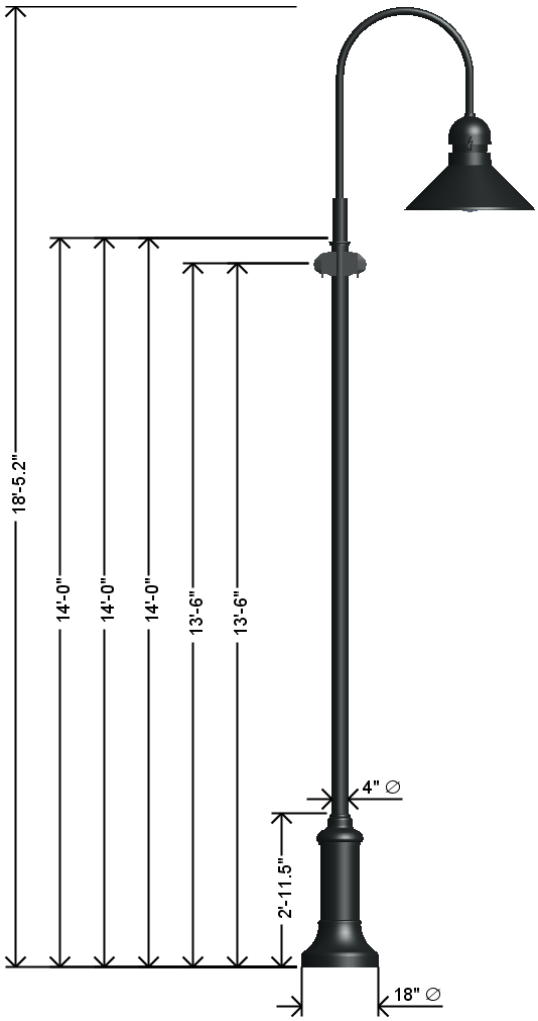
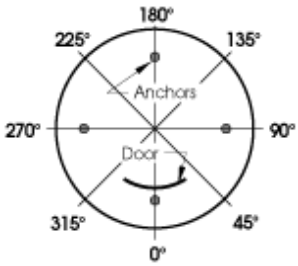


Anchorage/Orientation Plan



Hand Hole is at 0 deg.

Customer Approval:

signature date

Job Name: 2425 Lincoln Ave
Client Name:

Created By: Jason Faron

Date: 04-Oct-13