

OFFICE OF THE COUNCIL

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LIVONIA, MICHIGAN 48154-3097
(734) 466-2250
citycouncil@livonia.gov

OFFICE OF THE COUNCIL

**ELECTRONIC MEETING PACKET FOR
THE PUBLIC HEARING OF
MONDAY, MARCH 31, 2025
6:00 P.M.**

**The electronic agenda is compiled, produced and distributed
by the City Council Staff. (734) 466-2250**

The official documents are on file in the City Clerk's office.

PUBLIC HEARING AGENDA OF THE LIVONIA CITY COUNCIL
Monday, March 31, 2025
6:00 P.M.
Livonia City Hall Auditorium
33000 Civic Center Drive, Livonia, Michigan

AGENDA ITEM(S)

1. Proposed Special Assessment Street Lighting Project for the Baci's Estates Condominium, located on the south side of Parkdale Avenue, east of Levan Road, in the Northeast 1/4 of Section 32.
(To Determine Necessity)
2. Proposed Special Assessment Street Lighting Project for the Sunset View Site Condominium and Sunset Subdivision, located on Sunset Avenue, north of Kenwood Court, in the Northwest 1/4 of Section 2.
(To Determine Necessity)

AUDIENCE COMMUNICATION

For the Regular meeting of Monday, April 14, 2025

In accordance with Title II of the American with Disabilities Act as it pertains to access to Public Meetings, the City Clerk's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs. Please call (734) 466-2236 or email clerk@livonia.gov if you need assistance. **Council agendas are available on the City's website – www.livonia.gov - under Government, City Council, Agendas.**

Lori L. Miller, City Clerk



LETTER TO THE LIVONIA CITY COUNCIL

1.

Engineering
March 17, 2025

MEETING DATE

PRESENTED BY

Todd Zilincik, P.E., City Engineer

AGENDA ITEM

Proposed Special Assessment Street Lighting Project for the Baci's Estates Site Condominium, located on the south side of Parkdale Avenue, east of Levan Road, in the Northeast 1/4 of Section 32. (To Determine Necessity.)

BACKGROUND DETAILS

Section 310 of Chapter 24, Title 16 of the Livonia Code of Ordinances requires that ornamental streetlights with underground wiring be installed in all new subdivisions as a special assessment project. Attached please find the Engineering Division's report concerning the above-referenced subdivision. Please note that the information contained in the report is for three (3) 58w Leotek LED lights on the existing wood poles.

In accordance with the provisions of Title 3 of Chapter 8 (Sections 60 and 140) of the Livonia Code of Ordinances as amended, we have included the following items:

1. Description of the Property in the Assessment District
2. Estimated Cost of the Project
3. Recommended Distribution of Cost
4. Proposed Special Assessment Listing
5. Assessment District Map

The ownership has been compiled in accordance with the latest information available at this time. The special assessment listing has been prepared on a per-unit basis.

It is recommended that a date be established for the first public hearing relative to the necessity of installing street lighting within the subject subdivision.

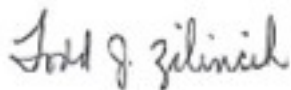
PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

It is recommended that a date be established for the first public hearing relative to the necessity of installing street lighting within the subject subdivision.

ATTACHMENTS

1. Baci's Estates (Parkdale) Assessment District Map
2. Estimated Costs for LED Leotek Fixtures on Existing Wood Poles - 9 Lots
3. Proposed Assessment Roll - Baci's Estates (Parkdale) Site Condominium 3-20-25
4. DTE Purchase Agreement for Baci's Estates (Parkdale) Condominium

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: March 18, 2025



Don Rohraff, Director of Public Works

Date: March 20, 2025



Maureen Miller Brosnan, Mayor

Date: March 25, 2025

BACI ESTATES CONDOMINIUMS
N.E. 1/4 SECTION 32

LEVAN ROAD

#36176	#36164	#36152	#36140	
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PARKDALE AVENUE

#1 #36175	#2 #36165	#3 #36155	#4 #36145	#5 #36135	
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Baci's Estates Site Condominium (Parkdale)

Street Lighting

March 20, 2025

Livonia Code 16.24.310

**Leotek LED Fixtures
on Existing Wood Poles**

Assessable Lots: 9

I. Estimated Costs

Energy

Monthly Cost for 3 lights @ \$59.60	\$178.80
Yearly Cost: \$59.60 x 12 months	*\$715.00
Total cost for each succeeding year: \$715.00 + \$9.00 (no. of lots @ \$1.00)	\$724.00

Overhead

Treasurer	9 lots @ \$1.00	\$9.00
City Clerk	9 lots @ \$2.00	\$18.00
City Assessor	9 lots @ \$0.50	\$4.50
Engineering	9 lots @ \$2.50	<u>\$22.50</u>
Total Overhead		\$54.00

Construction Costs

Detroit Edison Portion	\$2,145.58
Contribution-in-Aid Due DTE	<u>\$365.01</u>
Total Construction Cost	\$2,510.59

Contribution-in-Aid

Developer Paid Contribution-in-Aid	\$500.00
Contribution-in-Aid Due DTE	<u>(\$365.01)</u>
Portion to be returned to Developer	\$134.99

Total Assessable cost for first year

Energy	\$715.00
Overhead	<u>\$54.00</u>
Total Cost	\$769.00

Cost per lot for the first year **\$85.44**

<u>Energy costs per lot for succeeding years</u>	<u>\$724.00</u>	\$80.44
	9	

II. Recommended Distribution of Cost

Special Assessment (first year) \$80.44 x 9	*\$724.00
Special Assessment (succeeding years) \$85.44 x 9	*\$769.00
City of Livonia	\$0.00
3 – Leotek LED Fixtures on Existing Wood Poles	

*Rounded to the nearest dollar

Baci's Estates Site Condominium (Parkdale)

Street Lighting

March 20, 2025

Livonia Code 16.24.310

III. Description of Properties Contained Within the Assessment District

Lots 1 to 5, both inclusive of the Baci's Estates Condominium, as recorded in the Wayne County Condo Plan No. 1250, Liber 59323, Pages 1110-1181, Wayne County Records, said development being part of the N.E. ¼ of Section 32, T.1 S., R. 9 E., City of Livonia, Wayne County, Michigan and also Parcel Numbers 125-02-0506-000, 125-02-0507-000, 125-02-0508-000 and 125-02-0509-000

**Baci's Estates (Parkdale) Site Condominium Street Lighting
Proposed Assessment Roll**

Parcel #	Address	Property Owner	Amount
125-08-0001-000	36175 Parkdale	Soave Homes, Inc.	\$85.44
125-08-0002-000	36165 Parkdale	Soave Homes, Inc.	\$85.44
125-08-0003-000	36155 Parkdale	Soave Homes, Inc.	\$85.44
125-08-0004-000	36145 Parkdale	Soave Homes, Inc.	\$85.44
125-08-0005-000	36135 Parkdale	Soave Homes, Inc.	\$85.44
125-02-0509-000	36176 Parkdale	Wayne & Pamela Gagin	\$85.44
125-02-0508-000	36164 Parkdale	Thaddeus Michalski	\$85.44
125-02-0507-000	36152 Parkdale	Robert Anthonney & Jane Lisner	\$85.44
125-02-0506-000	36140 Parkdale	Michael & Sandra Hall	\$85.44
TOTAL			* <u><u>\$769.00</u></u>

*Rounded to the nearest dollar

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of March 12, 2025 between DTE Electric Company ("Company") and City of Livonia ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated September 7, 2021 (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 Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	75084454	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: NA	
2. Location where Equipment will be installed:	Parkdale Avenue , as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	3	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	3 Leotek 58w LED fixtures attached to DTE wood posts fed via overhead conductors	
5. Estimated Total Annual Lamp Charges	\$715.23	
6. Estimated Total Annual Post Charges if selected	N/A	
7. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$2,510.59
	Revenue credit:	\$2,145.58
	CIAC Amount (cost minus revenue)	\$365.01
	Credit for Post Charge, if selected	N/A
8. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$365.01	
9. 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. If Post Charge "box" ☐ is checked the Customer agrees to following term: 10 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.	

10. 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 Sign here _____
11. Customer Address for Notices:	12973 Farmington Road Livonia, MI 48150 Todd Zilincik

12. 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 as provided in Section B below. When replacement equipment or spare parts are installed from Customer's inventory, Company will credit Customer in the amount of the then-current material cost of Company standard street lighting equipment in lieu of which the SOM is being used.

B. Customer will maintain an inventory of at least ____ posts and ____ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock by ordering materials no later than thirty (30) calendar days after the materials are drawn from inventory. Costs of initial inventory are included in this Agreement. 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 its costs (including the labor costs associated with Company's management of the supply chain for the SOM) no later than thirty (30) calendar days after receipt of Company's invoice 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 N/A. Access to Customer's 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. If Company is unable to access the site during such hours for any reason, Company (i) shall be relieved from any obligation or commitment to complete the work as scheduled, and (ii) may, at its option, procure the inventory itself and have Customer to reimburse Company's costs for doing so. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

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

D. In the event that SOM is damaged by a third party, Company may (but is not required to) pursue a damage claim against such third party for all of Company's costs incurred because of the claim, including all labor and replacement materials. Company will notify Customer as to whether Company will pursue such claim within a reasonable time of the SOM being damaged.

E. In the event that SOM becomes obsolete, discontinued, or incompatible with Company's infrastructure, Customer shall select new alternate SOM that is compatible with Company's then-existing infrastructure. If Customer does not select compatible alternate SOM, Company reserves the right to select compatible SOM that is, in its reasonable judgment, substantially similar, or replace the SOM with standard materials, in either case being entitled to reimbursement from Customer for Company's costs in providing such transition of supply (including internal overhead and labor costs).

F. Should Customer experience, in Company's reasonable judgment, excessive LED equipment failures that are not supported by LED manufacturer warranties, Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of Customer.

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 Livonia

By: _____

Name: _____

Title: _____

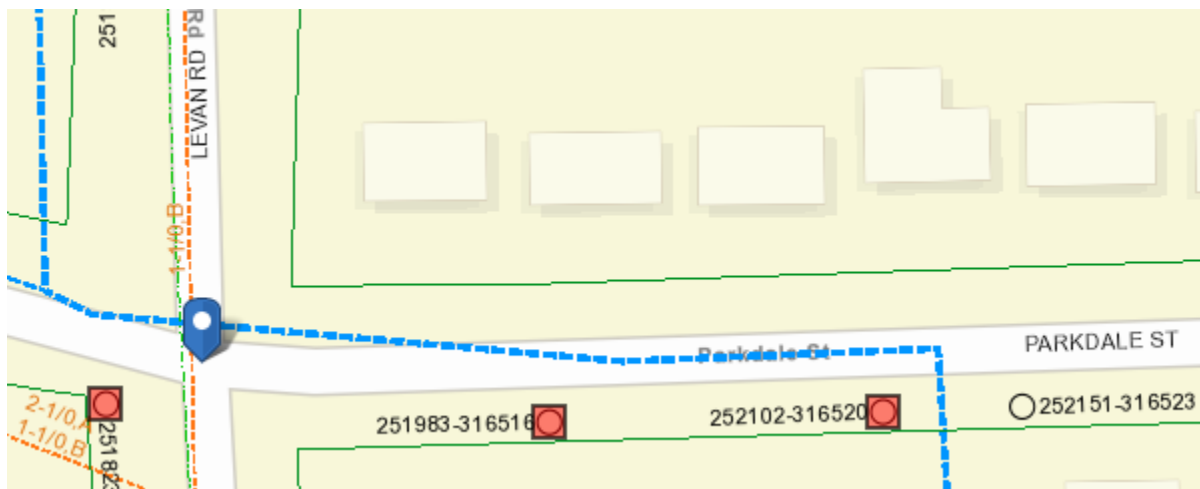
Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

Installation of three overhead-fed 58w LED streetlights on existing DTE utility poles

Parkdale Avenue east of Levan (2) & Intersection Levan & Parkdale (1)





LETTER TO THE LIVONIA CITY COUNCIL

2.

Engineering
March 17, 2025

MEETING DATE

PRESENTED BY

Todd Zilincik, P.E., City Engineer

AGENDA ITEM

Proposed Special Assessment Street Lighting Project for the Sunset View Site Condominium and Sunset Subdivision, located on Sunset Avenue, north of Kenwood Court, in the Northwest 1/4 of Section 2. (To Determine Necessity.)

BACKGROUND DETAILS

Section 310 of Chapter 24, Title 16 of the Livonia Code of Ordinances requires that ornamental streetlights with underground wiring be installed in all new subdivisions as a special assessment project. Attached please find the Engineering Division's report concerning the above-referenced subdivision. Please note that the information contained in the report is for three (3) 56w LED Colonial fixtures on 14' black poles.

In accordance with the provisions of Title 3 of Chapter 8 (Sections 60 and 140) of the Livonia Code of Ordinances as amended, we have included the following items:

1. Description of the Property in the Assessment District
2. Estimated Cost of the Project
3. Recommended Distribution of Cost
4. Proposed Special Assessment Listing
5. Assessment District Map

The ownership has been compiled in accordance with the latest information available at this time. The special assessment listing has been prepared on a per-unit basis.

It is recommended that a date be established for the first public hearing relative to the necessity of installing street lighting within the subject subdivision.

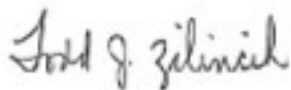
PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

It is recommended that a date be established for the first public hearing relative to the necessity of installing street lighting within the subject subdivision.

ATTACHMENTS

1. Sunset View Site Condo - Sunset Subdivision Assessment District Map
2. Estimated Costs for LED Leotek Fixtures on Existing Wood Poles - 9 Lots
3. Proposed Assessment Roll - Baci's Estates (Parkdale) Site Condominium 3-20-25
4. DTE Purchase Agreement - Sunset View Condo and Sunset Sub.

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: March 20, 2025



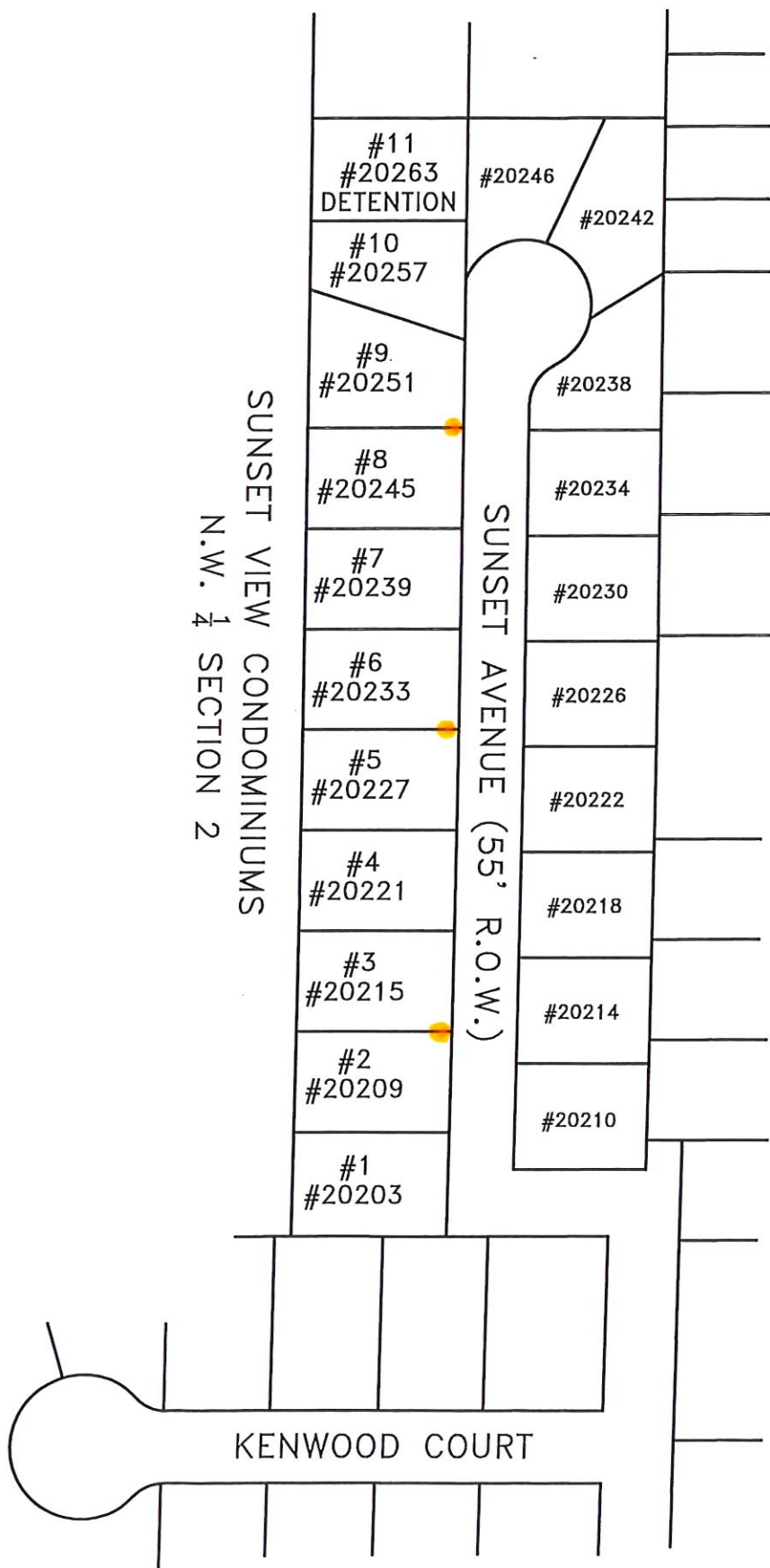
Don Rohraff, Director of Public Works

Date: March 20, 2025



Maureen Miller Brosnan, Mayor

Date: March 25, 2025



SUNSET VIEW CONDOMINIUMS
N.W. 1/4 SECTION 2

KENWOOD COURT

Sunset View Site Condominium and Sunset Subdivision

Street Lighting

March 20, 2025

Livonia Code 16.24.310

LED Colonial Fixtures

Assessable Lots: 20

Estimated Costs

Energy

Monthly Cost for 3 lights @ \$70.58	\$211.74
Yearly Cost: \$70.58 x 12 months	*\$847.00
Total cost for each succeeding year: \$847.00 + \$20.00 (no. of lots @ \$1.00)	*\$867.00

Overhead

Treasurer	20 lots @ \$1.00	\$20.00
City Clerk	20 lots @ \$2.00	\$40.00
City Assessor	20 lots @ \$0.50	\$10.00
Engineering	20 lots @ \$2.50	\$50.00
Total Overhead		\$120.00

Construction Costs

Detroit Edison Portion	\$2,540.97
Contribution-in-Aid Due DTE	<u>\$9,054.03</u>
Total Construction Cost	\$11,595.00

Contribution-in-Aid

Developer Paid Contribution-in-Aid (Sunset Subdivision)	\$4,500.00
Developer Contribution-in-Aid (Sunset View Condominium)	\$8,000.00
Contribution-in-Aid Due DTE	<u>(\$9,054.03)</u>
Portion to be returned to Developer	(\$3,445.97)

Total Assessable cost for first year

Energy	\$847.00
Overhead	<u>\$120.00</u>
Total Cost	\$967.00

Cost per lot for the first year

\$48.35

<u>Energy costs per lot for succeeding years</u>	<u>\$867.00</u> 20	\$43.35
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II. Recommended Distribution of Cost

Special Assessment (first year) \$48.35 x 20	\$967.00
Special Assessment (succeeding years) \$43.35 x 20	\$867.00
City of Livonia	\$0.00
3 – LED Colonial Fixtures on 14' Poles	

Sunset View Site Condominium and Sunset Subdivision

Street Lighting

March 20, 2025

Livonia Code 16.24.310

III. Description of Properties Contained Within the Assessment District

Lots 1 to 10, both inclusive of the Sunset View Condominium, as recorded in the Wayne County Condo Plan No. 1234, Liber 58919, Pages 447-496, Wayne County Records, said development being part of the N.W. $\frac{1}{4}$ of Section 22, T.1 S., R. 9 E., City of Livonia, Wayne County, Michigan and Lots 1 to 10, both inclusive of the Sunset Subdivision, T.1 S., R. 9 E., Liber 109, Pages 86-87, Wayne County Records.

**Sunset View Site Condominium and Sunset Subdivision Street Lighting
Proposed Assessment Roll**

Parcel #	Address	Property Owner	Amount
006-06-0001-000	20203 Sunset	Leo Soave Building, Inc.	\$48.35
006-06-0002-000	20209 Sunset	Leo Soave Building, Inc.	\$48.35
006-04-0001-000	20210 Sunset	Michael & Nikki Doyle	\$48.35
006-04-0002-000	20214 Sunset	Edward & Mary Kwilos	\$48.35
006-06-0003-000	20215 Sunset	Leo Soave Building, Inc.	\$48.35
006-04-0003-000	20218 Sunset	Ryan & Mary Molnar	\$48.35
006-06-0004-000	20221 Sunset	Leo Soave Building, Inc.	\$48.35
006-04-0004-000	20222 Sunset	Clara Lawrence	\$48.35
006-04-0005-000	20226 Sunset	Paul & Juliette Abbott	\$48.35
006-06-0005-000	20227 Sunset	Leo Soave Building, Inc.	\$48.35
006-04-0006-000	20230 Sunset	Nathan & Melissa Knaebel	\$48.35
006-06-0006-000	20233 Sunset	Leo Soave Building, Inc.	\$48.35
006-04-0007-000	20234 Sunset	Donald Brockway	\$48.35
006-04-0008-000	20238 Sunset	Leonor Piedra	\$48.35
006-06-0007-000	20239 Sunset	Leo Soave Building, Inc.	\$48.35
006-04-0009-000	20242 Sunset	Robert & Diane Hill	\$48.35
006-06-0008-000	20245 Sunset	Leo Soave Building, Inc.	\$48.35
006-04-0010-000	20246 Sunset	Cosmin Tunduc	\$48.35
006-06-0009-000	20251 Sunset	Leo Soave Building, Inc.	\$48.35
006-06-0010-000	20257 Sunset	Leo Soave Building, Inc.	\$48.35
Total			<u>\$967.00</u>

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of March 12, 2025 between DTE Electric Company ("Company") and City of Livonia ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated September 7, 2021 (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 Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	74700958 If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: NA	
2. Location where Equipment will be installed:	Sunset Avenue, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	3	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	3 Colonial 56w LED fixtures on 14' black direct-bury code 95 post fed via underground conductors	
5. Estimated Total Annual Lamp Charges	\$846.99	
6. Estimated Total Annual Post Charges if selected	N/A	
7. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$11,595.00
	Revenue credit:	\$2,540.97
	CIAC Amount (cost minus revenue)	\$9,054.03
	Credit for Post Charge, if selected	N/A
8. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$9,054.03	
9. 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. If Post Charge "box" ☐ is checked the Customer agrees to following term: 10 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.	

10. 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 Sign here _____
11. Customer Address for Notices:	12973 Farmington Road Livonia, MI 48150 Todd Zilincik

12. 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 as provided in Section B below. When replacement equipment or spare parts are installed from Customer's inventory, Company will credit Customer in the amount of the then-current material cost of Company standard street lighting equipment in lieu of which the SOM is being used.

B. Customer will maintain an inventory of at least ____ posts and ____ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock by ordering materials no later than thirty (30) calendar days after the materials are drawn from inventory. Costs of initial inventory are included in this Agreement. 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 its costs (including the labor costs associated with Company's management of the supply chain for the SOM) no later than thirty (30) calendar days after receipt of Company's invoice 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 N/A. Access to Customer's 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. If Company is unable to access the site during such hours for any reason, Company (i) shall be relieved from any obligation or commitment to complete the work as scheduled, and (ii) may, at its option, procure the inventory itself and have Customer to reimburse Company's costs for doing so. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

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

D. In the event that SOM is damaged by a third party, Company may (but is not required to) pursue a damage claim against such third party for all of Company's costs incurred because of the claim, including all labor and replacement materials. Company will notify Customer as to whether Company will pursue such claim within a reasonable time of the SOM being damaged.

E. In the event that SOM becomes obsolete, discontinued, or incompatible with Company's infrastructure, Customer shall select new alternate SOM that is compatible with Company's then-existing infrastructure. If Customer does not select compatible alternate SOM, Company reserves the right to select compatible SOM that is, in its reasonable judgment, substantially similar, or replace the SOM with standard materials, in either case being entitled to reimbursement from Customer for Company's costs in providing such transition of supply (including internal overhead and labor costs).

F. Should Customer experience, in Company's reasonable judgment, excessive LED equipment failures that are not supported by LED manufacturer warranties, Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of Customer.

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 Livonia

By: _____

Name: _____

Title: _____

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

DTE

