

**RESOLUTION NO. 2017-23**

**A RESOLUTION TO APPROVE A CONTRACT WITH CONSUMERS ENERGY  
COMPANY FOR LIGHTING ON NORTHWAY DRIVE**

**WHEREAS**, the Heights End Plat at the end of Northway Drive was approved in 2002; and

**WHEREAS**, the developer installed the electrical infrastructure for street lighting, but the City never contracted with Consumers Energy to have the poles installed; and

**WHEREAS**, the residents have been asking for the project to be completed; and

**WHEREAS**, Consumers Energy has determined the cost for installation of two street lights and abandonment of two plastic markers will cost \$3,334.00.

**THEREFORE, BE IT RESOLVED** that it is hereby deemed advisable to enter into a contract with Consumers Energy Company of Jackson, Michigan, for furnishing lighting service within the City of Charlotte for a period of 5 years and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to and considered by this council; and

**BE IT FURTHER RESOLVED** that the Mayor and the Clerk be authorized and directed to execute such contract on the behalf of the City.



Count on Us

A CMS Energy Company

**CEM Support Center**

Consumers Energy, CEM Support Center, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

March 2, 2017

NOTIFICATION #:  
1035860140

CITY OF CHARLOTTE  
526 W STODDARD ST  
CHARLOTTE, MI 48813-0000

REFERENCE: NORTHWAY DR, CHARLOTTE

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). In conjunction with the work, a non-refundable payment of \$100.00 per luminaire is required.

A monthly energy charge associated with this lighting installation for 1 Luminaire(s) is approximately  
This charge is subject to change based on current rates. After the installation is complete, you will begin receiving a separate monthly bill for the above energy charge. You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:	\$	-
Installation Charge (\$100.00 per Luminaire):	\$	3,334.00
Additional Costs		
<b>Total Estimated Cost:</b>	<b>\$</b>	<b>3,334.00</b>
Less Prepayment Received:	\$	-
<b>Total Estimated Cost Due:</b>	<b>\$</b>	<b>3,334.00</b>

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

SAMUEL J ALAGNA at 517-374-2415



**Account Number** 300011082942  
**Account Name** CITY OF CHARLOTTE  
**Address** 526 W STODDARD ST  
 CHARLOTTE, MI 48813

**Invoice Number** 9309498391  
**PO Number**  
**PO Date**  
**Bill Date** 03/02/17  
**DUE DATE** 04/01/17

**CITY OF CHARLOTTE**  
**526 W STODDARD ST**  
**CHARLOTTE MI 48813-0000**

**Comments:** NORTHWAY DR - CHARLOTTE - STREETLIGHTING - NOTIFICATION NUMBER (s): - - - - -  
 1035860140 -  
 Contact our secure credit/debit card payment center at 866-329-9593 to make a payment or visit us at  
 ConsumersEnergy.com/waystopay to view other convenient payment options.

Item	Description	Quantity	Unit Price	Amount
40010403	Electric Streetlights-CIAC	1.0 EA	\$3,334.00	\$3,334.00
<b>Payment Terms:</b>		<b>Due by:</b> 04/01/17	<b>TOTAL DUE:</b>	\$3,334.00
PLEASE ENCLOSE THE BOTTOM PORTION OF THIS INVOICE WITH YOUR PAYMENT. THE ACCOUNT NUMBER IS NECESSARY TO ENSURE YOUR PAYMENT IS PROPERLY CREDITED. THANK YOU				

Contact Information: SAMUEL J ALAGNA -517-374-2415 -  
 Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan.

Please detach this stub and return it with your payment



CONSUMERS ENERGY  
 CEM Support Ctr - Lansing RM 122  
 PO Box 30162  
 Lansing, MI 48909-7662

**PREPAYMENT REQUEST**  
**CITY OF CHARLOTTE**  
**526 W STODDARD ST**  
**CHARLOTTE MI 48813-0000**

<b>Due Date</b>	<b>Total Due</b>
04/01/17	\$3,334.00
<b>Amount Enclosed</b>	\$

**CEM Support Center**

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

**PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO  
CONSUMERS ENERGY IN THE ENVELOPE PROVIDED**

**TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:**

[POBoxCEServiceRequest@cmsenergy.com](mailto:POBoxCEServiceRequest@cmsenergy.com)

<input type="checkbox"/>	<b>SIGNED ELECTRIC CONTRACT (Please return all pages of contracts)</b> (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	<b>PAYMENT WITH INVOICE STUB</b> (TOP STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	<b>REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE</b>
<input checked="" type="checkbox"/>	<b>STANDARD LIGHTING CONTRACT</b> (MUST BE CERTIFIED BY CLERK)
<input type="checkbox"/>	<b>SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT</b> (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input checked="" type="checkbox"/>	<b>GO READY FORM (FORM 1250)</b> TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <u><a href="mailto:POBoxCEServiceRequest@cmsenergy.com">POBoxCEServiceRequest@cmsenergy.com</a></u>
<input type="checkbox"/>	<b>SITE READY PHOTO(S)</b> TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <u><a href="mailto:POBoxCEServiceRequest@cmsenergy.com">POBoxCEServiceRequest@cmsenergy.com</a></u>
<input type="checkbox"/>	<b>OTHER:</b>

**NOTIFICATION REFERENCE NUMBERS**

ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	1035860140



**STANDARD LIGHTING CONTRACT  
(COMPANY OWNED) FORM 548**

Contract Number:

Notification Number: 1035860140

**Part I**

Effective date of agreement: 2/16/2017

Company:  
CONSUMERS ENERGY COMPANY

Customer: CITY OF CHARLOTTE

A Michigan Corporation  
ONE ENERGY PLAZA  
JACKSON, MI 49201-2357

Customer Type: City

County: Eaton

ZIP Code: 48813

Lighting Type: General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Initial Term: 5 year(s) beginning with the Effective Date of Agreement stated above.

**Part II**

TERMS AND CONDITIONS, is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

CONSUMERS ENERGY

Customer: CITY OF CHARLOTTE

Customer Type: City

CE Representative Signature:

Customer Representative Signature:

\_\_\_\_\_

\_\_\_\_\_

CE Representative Name:  
SAMUEL J. ALAGNA

Print Name: \_\_\_\_\_

CE Representative Title:  
PROJECT COORDINATOR

Title: \_\_\_\_\_

Clerk Attest: \_\_\_\_\_

**Standard Lighting Contract Terms and Conditions**

1. The Company agrees to furnish the Customer with lighting service respecting the luminaires, lamps and other equipment constituting the installation(s) listed in Part I and also to furnish lighting service respecting any additional luminaires, lamps and other equipment to be installed hereunder as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract, attached to and made a part of this Agreement as Form 547.

The image shows two pages of a contract form. The left page is titled 'AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING CONTRACT (COMPANY OWNED)'. It contains fields for 'Customer Name', 'Address', 'City', 'State', 'Zip', 'Phone', and 'Fax'. There is also a section for 'Description of Work' and a signature line. The right page is titled 'RESOLUTION' and contains a large block of text, likely a legal disclaimer or terms of service, followed by a signature line. A large, diagonal watermark reading 'EXAMPLE' is overlaid across both pages.

2. The Company's service lines necessary to supply the energy for said lighting equipment shall be constructed in the public streets and highways of the Customer, or on private property, as mutually agreed between the Company and the Customer. In cases where such lines are to be constructed upon private property, the Customer shall obtain and furnish to the Company adequate written easements granting permission to install and maintain such lines.
3. Neither party shall be liable to the other for damages for any act, omission or circumstance occasioned by or in consequence of any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or by any other cause or causes beyond such party's control, including any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party hereto; provided, however, that the Company's responsibility for interruptions in service, phase failure or reversal, or variations in the service characteristics shall be as provided in the Company's Electric Rate Book as filed with and approved by the Michigan Public Service Commission and such amendments thereof as may be filed with and approved by the Michigan Public Service Commission from time to time. A copy of said Electric Rate Book will be furnished to the Customer upon request.
4. The Customer shall pay the Company for the lighting service herein provided for in accordance with the Company's applicable lighting rate, and in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time
5. The Company shall render to the Customer, as soon as possible after the first day of each month, a bill for all lighting service furnished hereunder during the preceding month. Such bills shall be due and payable within twenty-one days after their issuance
6. The Company agrees to furnish a service for lighting and the Customer agrees to take service for lighting in accordance with the terms and conditions of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission.

7. Further, the Company will, under the terms and conditions hereof and of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL and such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time and at such locations as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract (Form 547), relocate any lighting equipment which is included in the initial Company-owned installation or in the additional Company-owned lighting equipment identified in Part I, provided that:
  - a. Upon relocation of any of such lighting equipment, the Customer shall reimburse the Company for the Company's actual costs of such relocation regardless of the time period that such equipment has been installed, and
  - b. The relocated equipment shall conform with the provisions in such application rates
8. In addition, the Company will, upon termination of this Agreement by the Customer or breach of this Agreement by the Customer resulting in termination of this Agreement, remove all of the aforesaid Company-owned lighting equipment which is then installed and not thereupon covered by another lighting contract. Upon removal of all of such lighting equipment, upon termination of this Agreement as aforesaid, the Customer shall reimburse the Company for the Company's actual costs of removing such equipment regardless of the time period that such equipment has been installed. The Company reserves the right to require special contractual arrangements respecting the replacement of any of the Company-owned lighting equipment or the removal thereof prior to the termination of this Agreement.
9. This Agreement shall become effective on the Effective Date of Agreement identified in Part I and shall continue in effect for an initial term as stated in Part I and from year to year thereafter until terminated by mutual consent or upon twelve months written notice given by either party to the other. This Agreement, when effective, shall supersede all existing contracts with relation to the lighting service herein provided for.
10. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.
11. Additional Items:  
None

**Part III**

**RESOLUTION**

RESOLVED, that it is hereby deemed advisable to enter into a contract with Consumers Energy Company of Jackson, Michigan, for furnishing lighting service within the City of CITY OF CHARLOTTE for a period of 5 year (s) and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to and considered by this  commission  council  board; and

RESOLVED, further, that the \_\_\_\_\_ and the Clerk be and are authorized and directed to execute such contract on the behalf of the City.

STATE OF MICHIGAN  
COUNTY OF Eaton

I, \_\_\_\_\_, Clerk of the City of CITY OF CHARLOTTE, do hereby certify that the foregoing resolution was duly adopted by the  commission  council  board of said municipality, at the meeting held on \_\_\_\_\_.

Dated:

\_\_\_\_\_

\_\_\_\_\_

Municipal Customer Type:City



GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

<i>Number of Nominal Luminaires Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
<u>100</u>	<u>HPS</u>	<u>Post Top</u>	<u>Traditional</u>	<u>Install</u>	2
<u>100</u>	<u>HPS</u>	<u>Post Top</u>	<u>Traditional</u>	<u>Install</u>	3

Comments:

None

**GO-READY Checklist  
Natural Gas & Electric Request**



Thank you for contacting Consumers Energy for your energy needs. This form is a requirement for scheduling your service installation. You will receive a contact from Consumers Energy one to two days before our scheduled arrival. If it is deemed any of the requirements are not met upon our arrival, Consumers Energy reserves the right to reschedule your job.

Please return completed Checklist to one of the following (e-mail preferred):

E-mail: [goboxedenergyservice@cmsenergy.com](mailto:goboxedenergyservice@cmsenergy.com) Fax: 517-374-2424 Mail: Consumers Energy Service Request, 530 W Willow St, Lansing, MI 48906

Notification #: 1035860140

Service Address: NORTHWAY DR, CHARLOTTE

Please check all requirements on the checklist below before returning this document. Providing accurate information upon completion when submitting your form helps assure construction execution upon crew arrival.

- |   | <u>YES</u>               | <u>N/A</u>               |
|---|--------------------------|--------------------------|
| 1. Has your payment been submitted to Consumers Energy?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has your gas meter location been clearly marked, and/or your electric meter socket properly installed at the agreed upon location? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Has your electric meter been inspected and approved by the local city/township inspector?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is the site within 3 inches of final grade?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is a 12' wide path clear of debris and construction equipment?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Site Ready Photo (subdivision services only). Include photo with Checklist.  | <input type="checkbox"/> |                          |

Making Consumers Energy aware of any customer owned, underground facilities present, by clearly identifying and indicating the facility of their location reduces the risk of damages. Locate or expose any privately owned underground facilities or buried obstructions including, but not limited to:

- |                                  | <u>YES</u>               | <u>N/A</u>               |                           | <u>YES</u>               | <u>N/A</u>               |
|----------------------------------|--------------------------|--------------------------|---------------------------|--------------------------|--------------------------|
| Septic tank (Existing or future) | <input type="checkbox"/> | <input type="checkbox"/> | Underground yard lighting | <input type="checkbox"/> | <input type="checkbox"/> |
| Drain field (Existing or future) | <input type="checkbox"/> | <input type="checkbox"/> | Sprinkler systems         | <input type="checkbox"/> | <input type="checkbox"/> |
| Well (Existing or future)        | <input type="checkbox"/> | <input type="checkbox"/> | Electronic dog fences     | <input type="checkbox"/> | <input type="checkbox"/> |

Other:

These facilities must be marked with stakes, spray paint or flags. Consumers Energy and/or its agents will not be held responsible for damage that occurs to customer-owned underground facilities that are not properly located and marked before service installation.

After services are installed, excavation will be backfilled. Final restoration is your responsibility.

Thank you for your partnership!

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **NOTICE FOR NATURAL GAS AND ELECTRIC CUSTOMERS WINTER CONSTRUCTION/PRACTICAL DIFFICULTIES CHARGES**

An **additional** construction charge of \$3.00 per foot for **all underground construction footage** will be applied to gas and electric facilities installed starting December 15, 2016, through April 15, 2017. To help you avoid this charge, we've included important dates and site requirements below. Please note that Electrical inspection is a requirement for construction.

### **NATURAL GAS AND UNDERGROUND ELECTRIC SERVICE FROM EXISTING FACILITIES**

Applications/request for service **must be received on or before October 31, 2016; the job site must be ready; and all required easements (if applicable) and estimated payments must be received on or before November 23, 2016. (Please note that the November 23, 2016, payment deadline replaces the payment due date listed at the top of your invoice.)**

If you are in the early stages of construction, please make sure your basement (or foundation) is backfilled, and the service route from the building to the property line is within 3 inches of final grade. Please keep this route clear of all dirt and building materials so that our employees can work safely and efficiently.

If you're unable to meet the above dates or site conditions, you may want to consider installing conduit for your Consumers Energy natural gas and/or electric service. Conduits that are properly installed and usable will not incur the winter charges.

### **GAS MAIN AND UNDERGROUND PRIMARY ELECTRIC EXTENSIONS**

Application/request for main and primary underground electric extension **must be made on or before October 3, 2016, and the following must be completed on or before November 1, 2016:**

1. All payments must be made in advance, including your service payment. Please note that the November 2nd payment deadline replaces the payment due date listed at the top of your invoice.
2. Governmental agencies must have returned required construction permits.
3. The site must be clear and ready for construction, including the service route.
4. Consumers Energy must receive all required easements.

### **GAS METERS**

You **do not** need to call us to request gas meter installation for single-unit buildings that require a 250 Metris meter. We will set gas meters within 5 days after the gas service has been installed.

To schedule installation of a gas meter for a multifamily building or building that requires a meter larger than a 250 Metris meter, please call us at (800) 477-5050. These installations require connecting a fuel line to our meter bracket and at least one permanent natural gas appliance. Also, we need your help to access the building. If your township requires a pressure test inspection tag, please verify this has been completed before requesting a meter set.

**NOTE: To help us schedule your meter set when you need it and avoid delays, we suggest that you apply for your natural gas and electric service at the same time you apply for your building permit.**

**If you have any questions, please call your Consumers Energy Representative:**  
SAMUEL J ALAGNA                      at                      517-374-2415