



# Allen Park Downtown Development Authority

Kurt Mazag, Chairperson

Cynthia Riviera, Vice-Chair/Secretary

Paul Carnarvon, Treasurer



## BOARD AGENDA

Thursday, July 27, 2023

6:30 PM

A regular meeting of the Allen Park Downtown Development Authority will be held Thursday, July 27, 2023, at 6:30 PM in Allen Park City Hall, 15915 Southfield Rd.

ACTIVITY	RESPONSIBILITY	ACTION
1. Call to Order	Chairman Mazag	
2. Pledge of Allegiance	Vice Chair Riviera	
3. Roll Call	Vice Chair Riviera	
4. Agenda <i>Approval of the July 27, 2023 Meeting Agenda</i>	Chairman Mazag	Vote Needed
5. Minutes from Previous Meetings <i>Approval of the minutes of the June 22, 2023 DDA Board Meeting</i>	Chairman Mazag	Vote Needed
6. City Update	Mayor McLeod	Information
7. Financial Report <i>Approval of the June 2023 expenses and financial reports</i>	Treasurer Carnarvon	Vote Needed
8. Public Comments – limited to DDA business only (4 minutes)	Chairman Mazag	Information
9. DTE Street Light Proposal	Mr. Hughes	Information
10. Chairperson's Report 1. Vacant Building Registry 2. Problems & Resolution List 3. Projects List	Chairman Mazag	Information
11. Marketing Committee Update	Mr. Holden	Information
12. Design Committee Update	Mr. Hughes	Information
13. Executive Director's Report	Mr. Hughes	Information
14. Attorney's Report 1. Update on Bylaws Committee 2. Update on Resignation of Executive Assistant/Special Events Coordinator	Mr. Daniel	Information

15. Director Comments

Board Members

Information

16. Adjourn

Chairman Mazag

Vote Need

**Allen Park DDA Board of Directors  
Meeting Minute**

**June 22, 2023**

# MINUTES

## Allen Park Downtown Development Authority

### MONTHLY MEETING

Thursday, June 22, 2023

6:30 p.m.

The Allen Park Downtown Development Authority met for its monthly session on Thursday, June 22, 2023, at 6:30 p.m., at city hall, 15915 Southfield Road, Allen Park, MI 48101.

1. CALL TO ORDER Chairperson Mazag called the meeting to order at 6:31 p.m.
2. ROLL CALL Vice Chair/Secretary Riviera called the roll. A quorum was present.

Present:	Alex Alexander	Director
	Paul Carnarvon	Treasurer
	Frank Cieszkowski	Director
	Fred Frank	Director
	Jeff Holden	Director
	Kurt Mazag	Chairperson
	Gail McLeod	Mayor
	Cynthia Riviera	Vice Chair/Secretary
	Andre Tirado	Director
	Greg Genter	Present
	Pete Zingas	Absent

#### Others in attendance:

Benjamin Hughes, DDA Executive Director  
Trevor Daniel, DDA Attorney  
Lauren Bielak, DDA Executive Assistant &  
Special Event Coordinator

3. Housekeeping-
  1. Be respectful
  2. Public comments will be limited to 4 minutes. If a DDA Board member responds to you, this will be considered part of your 4 minutes. Comments are to be limited to DDA business only.

#### 4. APPROVAL OF AGENDA

*Motion* by G. McLeod supported by G. Genter to approve the meeting agenda.

*Resolved* to approve the agenda with #10 stricken from Agenda.

*Motion carried unanimously.*



## 5. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

*Motion by P. Carnarvon supported by J. Holden to approve the minutes of the May 25, 2023, meeting.*

*Mayor Gail McLeod identified 5 items from the minutes that were incorrect. She identified each item and requested that the final minutes reflect these changes. P. Carnarvon and J. Holden agreed to this amendment to the motion.*

*Motion carried unanimously.*

## 6•City Updates and District Issues

- a. G. McLeod - Rosedale construction finishing up, they are fixing the roads that branch off of Rosedale
- b. Reeck Rd. Water Main construction and the company is ahead of schedule
- c. \* Bleachers at the Ice Arena replaced and look great, cover with garage doors for extra storage, the Park and Rec department did receive a grant from the county. The information that they received was from the Allen Park Citizens Civics Fund
- d. Planning commission is working on projects, that includes the old Boomer's site, Mick's on Roosevelt looking for expansion. Portion of the hill is being working on, but they must look into egress and traffic flow.

## 7 Financial Report

- a. *Motion by G. McLeod supported by G. Genter to approve the expenses and accept the financial report.*
- b. *Carnarvon states that in the middle of the packet focused on the reports that A. Wertz. P. Carnarvon stated we are about \$650,000.00 below budget. Fiscal year ends June 30, 2023. Disbursements made in May were all properly approved, including credit card charges.*

*Resolved to accept the financial report and approve the expenses.*

*Motion carried unanimously.*

## 8 PUBLIC COMMENTS -

J. Bradley– Lives on Harrison Ave. in Allen Park. Spoke about previous paid work she performed for DDA. Expressed concern and frustration that she was fired by B. Hughes. Expressed a desire to return to DDA and be paid as a contractor to help with special events. K. Mazag asked she talk with him to schedule a meeting.

Steve Donahue – “the balloon guy” –

Spoke about the America in Bloom grant. Shared financial requirements to apply for this grant. Also commented on the DDA meeting minutes from May. Stated there were errors in minutes with respect to discussion and vote on Flock Cameras. Spoke of concern that staff from DDA special events are being let go. Stated the DDA landscaping company is doing a poor job. Asked when the Marketing Committee will schedule first meeting.

P. Matakas- lives on Allen Road since 1942. Spoke about the Flock Cameras discussion at the May Board meeting. Referenced other communities having Flock Cameras. Expressed support for cameras helping the Police Department keep us safe at entry points into and out of DDA district. Stated that the general fund has limits on how much to spend. Next she spoke of looking for things to improve the DDA district without spending money. Some buildings do not have addresses posted. Sandwich board signs do not look nice. Building Department needs to take care of this. Heating & cooling place has weeds that are too high. Juice business has signs covering front windows that are not allowed.

D. Marcos spoke and thanked Ms. Matakas for the awareness of what is going on.

9. Sponsor of Flock Cameras in memory of Mr. Tom Strobl

*Motion by C. Riviera supported by F. Cieszkowski to approve to fund 8 Flock Cameras for the Police Department to be located entirely within the DDA District.*

Discussion- P. Carnarvon Speaking with Chief Egan, they would want as many cameras as possible. So, what we did was benchmarked it, so he could it to compare other communities. Dearborn is 25 square miles and they have 23 cameras and are ordering 30 more. Ecorse is 3.71 sq. miles and they have 17 cameras. River Rouge is 3.25 sq. Miles and they have they have 30 cameras. Taylor is 23.50 sq. Miles and they have 20 cameras that is point. My point is that we give those 8, point #2 is the location, the DDA is subset of the city, so by protecting the city you are protecting. It does not make sense to only in DDA zone. My point is that they should be placed wherever the Law Enforcements experts think they should be placed. Indirectly it will benefit DDA. I don't agree saying that have to be in DDA, I want everyone to know if they are DDA they will not be designed to do. F. Frank it doesn't what you think. If they are in the edge of the DDA, I don't understand how that does not protect the DDA. Whatever number that makes sense. DDA does not capture Fire/Police money implemented by Emergency Manager, if the Chief thinks we need cameras he should go to City Council to increase their budget. We could buy a fire truck and fund improvements to Fire Station that is a public building in DDA. Both Ecorse and River Rouge has Marijuana dispensaries and they get their money. Reimbursement to police, should we get bids. B. Hughes states he respects the point by f. Frank and the research that has been conducted by our Treasurer. B. Hughes is relating of what has transpired since May 25, 2023, 4 weeks ago that was robustly discussed and decided to table the discussion. In that time, I spoke to Chief Egan and brief communication with attorney. He understands the reason this was tabled because of the legality of the situation and practically using DDA Funds. In consideration, that of the 7 sq. miles that are covered by the DDA district. He is comfortable accepting the sponsorship and that he and his staff will find places within the DDA district that is beneficial under no circumstance he will not place outside the DDA. Questions earlier that Mr. Carnarvon submit a letter to Police Chief that it will not use racial discrimination and they could not promise that other police stations wouldn't abuse this. K. Mazag said it is the proposal to place in DDA district. T. Daniel said that is the recommendation. G. McLeod says if you look at map we hit most the city's perimeter, only place we do not is the Pelham/ Allen Area. C. Riviera stated the festivities commission bought 5 cameras and they will pick up the Pelham/Allen area and the schools.

Motion carried unanimously.

#### 10. Chairman's Report-

K. Mazag asked B. Hughes to schedule an informational meeting at the next meeting. G. McLeod states the meeting is general information and status update, this is one of the two meetings that need to happen. The other meeting will be in September, October or November.

1. Potential Projects- K. Mazag anything that needs to add to project list, you can add on. Will be more than happy to speak with anyone.
2. K. Mazag asked J. Holden and B. Hughes to set up marketing committee meeting

#### 11. Executive Director's Report

B. Hughes said he that previously reported to you that the DDA participates with the Beautification Committee that we sponsor 2 beds. Previous year, we hired a landscaping company to take care of beds, will reach out to Seasonal Property Management. A new business on Ecorse in July will open. Beauty Salon opening on Allen and buying two businesses to create a new business; more details to follow. I had a conversation that Caribou Coffee is working on permits. On Ecorse, we have purchase agreement for Bigby

Coffee. They are going to planning commission with hopes that the City Council will agree and they will be up and running by Thanksgiving.

#### 12. ATTORNEY REPORT - Mr. Daniel

a. Expense report to Pentiuk, Couvreur and Kobiljak clearing liens on Flowers on the Avenue, we approved up to \$5,000.00 for this project.

B. T. Daniel will get with B. Hughes about the Moscheck's parking lot that expired with the DDA. Mr. Mr. Moscheck announced that they will be closing and will work with new business owners on the maintenance of this property.

C. Address personnel items that have gone back and forth. I am responding to a number of emails in response that DDA, City Council members and City personnel have received, Responsive in dealing with it, a lot of information will be discussed and give more information as it comes pertinent. Be remindful of the Open Meetings act. I have been in communication to Board about this.

### 13. DIRECTOR COMMENTS

- a. J. Holden – DDA more involved in community. Possibly create stickers for businesses that are in DDA district. May 4th a dollar will be donated for orders made at Culvers to support Cop on the Block
- b. C. Riviera- Did not have Executive Board meeting because he thought we didn't need one. K. Mazag replied saying B. Hughes spoke to him on that matter. First,  
I am not happy with how you handled the Chamber. It should have been done in private. Second, taking away social media to advertise. I want to know why social media was taken away. B. Hughes did not respond to C. Riviera. Then B. Hughes stated that was in actual. L. Bielak confirmed they were all deleted. B. Hughes said this was discussed this with Board, he claims that L. Bielak should not include your name. Their names are on the list, but not in trouble. K. Mazag says it is not DDA L. Bielak. G. McLeod said there are DDA page, we don't need 5 or 6 pages. G. McLeod said we do not need to juggle multiple pages, it should all be on one page. L. Bielak explain, but F. Frank interrupted and would not let L. Bielak respond. The Allen Park DDA page is not active because we have 30 days to reactive. I believe she got a write up. B. Hughes states that I deleted pages. C, Riviera- firing of Jordan and Jim. K. Mazag I want to apologize to the Board and Jordan, he states she should have not come in here to talk about personnel issues, it should have been handled privately. We will have a meeting at a different. Paul and C. Riviera are not invited to meetings. We have fridge, conference table and K. Mazag was not aware of this, B. Hughes says he has it taken care of. J. Bradley should be reimbursed for the items she bought for Special Farmers Market. G. McLeod says that it should be turned into finance, but C. Riviera corrected her saying Ben wants to see everything first. J. Bradley should be paid for the Car Show from 9:00 am to 10 pm.
- c. A. Alexander- Create business cards for members of the DDA, so they can drop off at businesses.
- d. G. McLeod positive feedback about the car show. Biggest one ever. When he received the mailing, he sent to friends. C. Riviera thanked G. McLeod for her volunteering.
- e. A. Alexander Two months you talked about branding and marketing the DDA, is that what your meeting will be about to J. Holden. The public doesn't know who we are. A. Alexander offered help on Marketing Committee. Commented on the Top Shelf issue wanting to know how much he owes, he does not owe \$15,000.00 according to T. Daniel. B. Hughes no business cards yet because that want to redesign logo.
- f. A. Tirado in regards to Artistic Dental had spoken with J. Kibby and has a verbal authorization from J. Kibby that the maintenance of the lot was approved, but then J. Kibby was let go.
- g. F. Cieszkowski Landscaping has it been done this month, B. Hughes responded yes, Mr. Cieszkowski informed B. Hughes it has not been done because he bed had not been maintenance. The weeds are waist high. To speak of Jordan she did a great job and was very helpful. He believes there should be more than 1 site. For example, people who go to Made in Michigan don't go to Allen Park DDA to look for Made in Michigan.
- h. J. Holden has PowerPoint encourages you to go to Marketing Committee Meeting.

- i. P. Carnarvon would like to thank the committee for the Car show, it was great and is finally happy to see the Rat Pack open.

#### 14. ADJOURNMENT

- a. Motion by C. Riviera, supported by A. Tirado to adjourn the meeting. Resolved to adjourn the meeting.

Motion carried unanimously.

- b. Meeting Ended at 7:41 pm.

**Allen Park DDA Financial Reports**

**June 2023**

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

GL Number	Description	PERIOD ENDED 06/30/2022	PERIOD ENDED 06/30/2023
*** Assets ***			
248-000-001-000	CASH IN BANK-DDA FUND	2,551,340.35	1,654,494.77
248-000-001-050	CASH - DDA PNC	11,982.66	8,882.29
248-000-004-000	PETTY CASH	150.00	150.00
248-000-017-100	J FUND INVESTMENT	0.00	1,522,325.78
248-000-123-001	PREPAID EXPENSE-OTHER	0.00	4.97
248-000-130-000	LAND	84,293.00	84,293.00
248-000-132-011	DDA SITE IMP. - VAR. PROJECTS	12,586,659.95	12,586,659.95
248-000-133-100	ACCUM DEPR - DDA SITE IMP	(9,650,152.60)	(9,650,152.60)
248-000-137-011	ACCUM DEPR - BUILDINGS	(0.06)	(0.06)
248-000-146-011	FURNITURE & EQUIPMENT - DDA	44,699.75	44,699.75
248-000-147-011	ACCUM DEPR - FURN AND EQUIP	(21,110.18)	(21,110.18)
248-000-196-000	DEFERRED CHARGES ON REFUNDING	5,149.22	5,149.22
<b>Total Assets</b>		<b>5,613,012.09</b>	<b>6,235,396.89</b>
*** Liabilities ***			
248-000-202-000	ACCOUNTS PAYABLE	19,084.93	7,451.86
248-000-202-100	MANUAL ACCOUNTS PAYABLE	2,484.28	0.00
248-000-251-000	ACCRUED INTEREST PAYABLE	0.00	3,286.67
248-000-257-000	ACCRUED PAYROLL	938.98	0.00
248-000-300-100	BONDS PAYABLE - DDA 05 DOWNTOWN DEV	1,090,000.00	725,000.00
<b>Total Liabilities</b>		<b>1,112,508.19</b>	<b>735,738.53</b>
*** Fund Balance ***			
248-000-390-000	FUND BALANCE	1,532,230.40	2,041,930.90
248-000-399-000	NET ASSETS - INVEST CAP ASSET NET DEBT	2,458,573.00	2,458,573.00
<b>Total Fund Balance</b>		<b>3,990,803.40</b>	<b>4,500,503.90</b>
<b>Beginning Fund Balance</b>		<b>3,990,803.40</b>	<b>4,500,503.90</b>
<b>Net of Revenues VS Expenditures</b>		<b>509,700.50</b>	<b>999,154.46</b>
<b>Ending Fund Balance</b>		<b>4,500,503.90</b>	<b>5,499,658.36</b>
<b>Total Liabilities And Fund Balance</b>		<b>5,613,012.09</b>	<b>6,235,396.89</b>

		END BALANCE 06/30/2022	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 06/30/2023	ACTIVITY FOR MONTH 06/30/23	AVAILABLE BALANCE	% BDGT USED
FUND NUMBER	DESCRIPTION	NORM (ABNORM)			NORM (ABNORM)	INCR (DECR)	NORM (ABNORM)	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY								
Revenues								
Dept 000								
248-000-403-000	PROPERTY TAXES - CURRENT	1,005,677.69	1,004,520.00	1,004,520.00	1,089,435.35	0.00	(84,915.35)	108.45
248-000-573-000	LOCAL COMMUNITY STABILIZATION	468,283.99	468,280.00	468,280.00	471,607.94	0.00	(3,327.94)	100.71
248-000-665-000	INVESTMENT INTEREST	0.00	0.00	0.00	52,736.14	0.00	(52,736.14)	100.00
248-000-668-000	RENTAL INCOME	515.00	2,750.00	2,750.00	750.00	250.00	2,000.00	27.27
248-000-677-000	MISCELLANEOUS	425.00	30,350.00	30,350.00	62,667.00	4,520.00	(32,317.00)	206.48
Total Dept 000		1,474,901.68	1,505,900.00	1,505,900.00	1,677,196.43	4,770.00	(171,296.43)	111.38
TOTAL REVENUES		1,474,901.68	1,505,900.00	1,505,900.00	1,677,196.43	4,770.00	(171,296.43)	111.38
Expenditures								
Dept 000								
248-000-701-000	PERSONAL SERVICES	88,717.45	86,840.00	86,840.00	69,313.03	11,884.71	17,526.97	79.82
248-000-702-000	P/T PERS. SERV.	0.00	27,800.00	27,800.00	8,606.00	0.00	19,194.00	30.96
248-000-715-000	EMPLOYER FICA	7,138.29	8,770.00	8,770.00	5,983.06	912.22	2,786.94	68.22
248-000-716-000	MEDICAL	13,090.92	13,720.00	13,720.00	1,927.56	793.08	11,792.44	14.05
248-000-718-000	OPTICAL	136.80	140.00	140.00	0.00	0.00	140.00	0.00
248-000-719-000	POST EMPLOYMENT HEALTH CARE	0.00	0.00	0.00	500.00	100.00	(500.00)	100.00
248-000-720-000	DENTAL	365.76	385.00	385.00	0.00	0.00	385.00	0.00
248-000-722-000	RETIREMENT CONTRIBUTION - DC	6,476.38	6,680.00	6,680.00	1,684.91	471.28	4,995.09	25.22
248-000-727-000	TERM LIFE INSURANCE	150.00	110.00	110.00	64.00	12.80	46.00	58.18
248-000-728-000	OFFICE SUPPLIES	3,245.87	1,650.00	1,650.00	2,137.81	573.35	(487.81)	129.56
248-000-757-000	OPERATING SUPPLIES	2,266.68	0.00	0.00	105.00	0.00	(105.00)	100.00
248-000-801-001	LAWN SERVICES	102,147.93	72,675.00	72,675.00	26,969.00	16,967.00	45,706.00	37.11
248-000-804-000	ADMINISTRATIVE FEE	12,500.00	12,500.00	12,500.00	12,500.00	0.00	0.00	100.00
248-000-826-000	LEGAL SERVICES	16,500.00	18,000.00	18,000.00	16,203.88	4,000.00	1,796.12	90.02
248-000-829-000	SITE IMPROVEMENTS	0.00	0.00	0.00	89,250.00	89,250.00	(89,250.00)	100.00
248-000-848-000	2015 BOND FEES	0.00	0.00	0.00	175.59	0.00	(175.59)	100.00
248-000-853-000	TELEPHONE	2,512.64	3,500.00	3,500.00	2,064.67	260.89	1,435.33	58.99
248-000-920-000	UTILITIES	10,563.75	8,000.00	8,000.00	18,154.64	627.13	(10,154.64)	226.93
248-000-931-000	BUILDING MAINTENANCE	69,777.92	90,910.00	90,910.00	64,405.27	8,119.50	26,504.73	70.85
248-000-942-000	RENT	14,878.88	17,450.00	17,450.00	15,033.68	0.00	2,416.32	86.15
248-000-953-000	NEW PROJECTS	1,110.00	0.00	0.00	0.00	0.00	0.00	0.00
248-000-954-000	BANK SERVICE CHARGES	716.19	0.00	0.00	399.20	0.00	(399.20)	100.00
248-000-958-000	MEMBERSHIP & DUES	1,020.00	1,100.00	1,100.00	575.00	0.00	525.00	52.27
248-000-960-000	MARKETING/PROMOTIONS	53,142.24	60,000.00	60,000.00	79,127.10	15,126.75	(19,127.10)	131.88
248-000-962-000	MISCELLANEOUS	7,624.57	11,000.00	11,000.00	33,736.94	0.00	(22,736.94)	306.70
248-000-967-100	ECONOMIC VITALITY	30,000.00	100,000.00	100,000.00	110,002.25	0.00	(10,002.25)	110.00
248-000-968-000	DEPRECIATION	458,759.97	0.00	0.00	0.00	0.00	0.00	0.00
248-000-975-000	DESIGN COMMITTEE	49,212.27	283,365.00	283,365.00	101,012.71	0.00	182,352.29	35.65
248-000-985-300	S. ALLEN STRETSCLAPE	0.00	301,480.00	301,480.00	0.00	0.00	301,480.00	0.00
248-000-991-000	BOND PRINCIPAL	0.00	365,000.00	365,000.00	0.00	0.00	365,000.00	0.00
248-000-993-000	INTEREST EXPENSE	13,146.67	14,825.00	14,825.00	18,110.67	3,286.67	(3,285.67)	122.16
Total Dept 000		965,201.18	1,505,900.00	1,505,900.00	678,041.97	(212,614.62)	827,858.03	45.03
TOTAL EXPENDITURES		965,201.18	1,505,900.00	1,505,900.00	678,041.97	(212,614.62)	827,858.03	45.03
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:								
TOTAL REVENUES		1,474,901.68	1,505,900.00	1,505,900.00	1,677,196.43	4,770.00	(171,296.43)	111.38



User: AMERTZ

DB: Allen Park

PERIOD ENDING 06/30/2023  
% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDCI USED
		END BALANCE 06/30/2022 NORM (ABNORM)	ORIGINAL BUDGET		2022-23 06/30/2023 NORM (ABNORM)	MONTH 06/30/23 INCR (DECR)		
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY								
TOTAL EXPENDITURES		965,201.18	1,505,900.00	1,505,900.00	678,041.97	(212,614.62)	827,858.03	45.03
NET OF REVENUES & EXPENDITURES		509,700.50	0.00	0.00	999,154.46	217,384.62	(999,154.46)	100.00

Disbursement Checks Issued by the City on Behalf of the DDA

June

Checks Run on June 7, 2023

Budget Account #	Budget Account Name	Vendor Name	Invoice Description	Amount	Check #
248-000-728-000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	BLDG SUPPLIES	\$307.76	117642
248-000-728-000	OFFICE SUPPLIES	STAPLES	SUPPLIES	\$23.69	117766
248-000-728-000	OFFICE SUPPLIES	STAPLES	DDA SUPPLIES	\$68.07	117766
248-000-801-001	LAWN SERVICES	SEASONAL PROPERTY MANAGEMENT	SPRING CLEANUP FOR MEDIAN & BOULEVARDS THRU OUT DDA DISTRICT	\$12,785.00	117760
248-000-826-000	LEGAL SERVICES	MILLER & MILLER, P.C.	APRIL 2023 DDA LEGAL SERVICES	\$1,500.00	117729
248-000-826-000	LEGAL SERVICES	MILLER & MILLER, P.C.	MAY 2023 DDA LEGAL SERVICES	\$1,500.00	117729
248-000-826-000	LEGAL SERVICES	PENTIUK, COUVREUR AND KOBILJAK, P.C	LEGAL SRV FOR DDA OFFICE	\$105.00	117747
248-000-931-000	BUILDING MAINTENANCE	HADDIX ELECTRIC	LABOR & MATERIAL FOR EMERGENCY SVC CALL POLE IN FRONT OF MORO'S	\$1,245.00	117700
248-000-931-000	BUILDING MAINTENANCE	HADDIX ELECTRIC	LABOR & MATERIAL FOR DDA OFFICE	\$3,019.50	117700
248-000-931-000	TRASH PICKUP DDA	KAR,KYLE	MAY 2023 DDA SERVICES	\$600.00	117713
248-000-960-000	MARKETING/PROMOTIONS	BOWDELL, MICHAEL	PERFORMANCE AT 2023 CAR SHOW ON JUNE 21,2023	\$400.00	117654
248-000-960-000	MARKETING/PROMOTIONS	BRADLEY,JORDAN	MAY 2023 SOCIAL MEDIA SUPPORT	\$280.00	117655
248-000-960-000	MARKETING/PROMOTIONS	DTOUR ENTERTAINMENT INC	CONCERT IN THE PARK PERFORMANCE 8/30/23	\$1,600.00	117683
248-000-960-000	MARKETING/PROMOTIONS	FIRE LAKE TRIBUTE	MADE IN MICHIGAN PERFORMANCE ON SEPT 22,2023	\$2,000.00	117691
248-000-960-000	MARKETING/PROMOTIONS	GREG JACQUA ENTERTAINMENT	CONCERT IN THE STREET PERFORMANCE JUNE 7,2023	\$750.00	117699
248-000-960-000	MARKETING/PROMOTIONS	LARRY MARCUM	CONCERT IN THE STREET PERFORMANCE JULY 12,2023	\$1,200.00	117721
248-000-960-000	MARKETING/PROMOTIONS	LITTSKY,ARTHUR	CONCERT IN THE STREET PERFORMANCE JULY 26,2023	\$800.00	117722
248-000-960-000	MARKETING/PROMOTIONS	WHISKEY ENT SINON SMITH	CONCERT IN THE STREET PERFORMANCE AUG 16,2023	\$1,300.00	117787
248-000-960-000	MARKETING/PROMOTIONS	WHISKEY ENT- TAYLOR TUCKY	CONCERT IN THE STREET PERFORMANCE AUG 2,2023	\$1,300.00	117788
			<b>TOTAL</b>	<b>\$30,784.02</b>	

Checks Run on June 21, 2023

Budget Account #	Budget Account Name	Vendor Name	Invoice Description	Amount	Check #
248-000-801-001	LAWN SERVICES	SEASONAL PROPERTY MANAGEMENT	MAY 2023 LAWN SRV 6543 ALLEN RD	\$1,500.00	117906
248-000-801-001	LAWN SERVICES	SEASONAL PROPERTY MANAGEMENT	MAY 2023 LAWN SRV SOUTHFIELD RD MEDIAN	\$360.00	117906
248-000-801-001	LAWN SERVICES	SEASONAL PROPERTY MANAGEMENT	MAY 2023 LAWN SRV BEATRICE PROI	\$112.00	117906
248-000-801-001	LAWN SERVICES	SEASONAL PROPERTY MANAGEMENT	MAY 2023 LAWN CARE 17410 ECORSE RD	\$80.00	117906
248-000-801-001	LAWN SERVICES	SEASONAL PROPERTY MANAGEMENT	MAY 2023 LAWN CARE QUANDT ALLEY PROJECT	\$120.00	117906
248-000-801-001	LAWN SERVICES	SEASONAL PROPERTY MANAGEMENT	MAY 2023 LAWN SRV 5223 ALLEN RD	\$180.00	117906
248-000-853-000	DDA	VERIZON WIRELESS	MAY 2023 LAWN CARE PARK AVE	\$108.00	117906
248-000-920-000	UTILITIES	DTE ENERGY	CITY HALL PHONE SRV 5/11-6/10/23	\$40.33	117917
248-000-920-000	UTILITIES	DTE ENERGY	MAY 2023 ELECTRIC DDA SERVICES	\$499.27	117839
248-000-920-000	UTILITIES	DTE ENERGY	MAY 2023 GAS SRV DDA	\$53.06	117840
248-000-931-000	BUILDING MAINTENANCE	HADDIX ELECTRIC	LABOR & MATERIAL FOR JUNE 2023 DDA LIGHTCHECK	\$2,035.00	117858
248-000-931-000	BUILDING MAINTENANCE	MARIANN CHRISTINE HEIN	APRIL 2023 DDA CLEANING SRV	\$80.00	117874
248-000-931-000	BUILDING MAINTENANCE	PROPERTY MANAGEMENT ORG	WINDOW SRV FOR DDA OFFICE FEB THRU MAY 2023	\$240.00	117899
248-000-960-000	MARKETING/PROMOTIONS	BRADLEY,JORDAN	JUNE 2023 SOCIAL MEDIA SUPPORT	\$420.00	117810
248-000-960-000	MARKETING/PROMOTIONS	COMMUNITY PUBLISHG & MARKETING	DDA AP Q1 2023 ADD SRV	\$700.00	117826
248-000-960-000	MARKETING/PROMOTIONS	CONPOTO LLC	MONTHLY SUBSCRIPTION FEE	\$149.00	117827
			<b>TOTAL</b>	<b>\$6,676.66</b>	

Allen Park DDA  
Credit Card Activity  
June 2023

6/15/2023	'85309613165980017768568	SUBURBAN SEWER AND SEP CARLETON MI	\$250.00	248-000-931-000
6/21/2023	'52704873171700640423818	ADOBE INC. 4085366000 CA	\$635.87	248-000-728-000
6/22/2023	'55310203173091343000690	GREAT LAKES ACE HDWE ALLEN PARK MI	\$15.89	248-000-931-000
6/22/2023	'55483823172370525141291	SAMSCLUB.COM 888-746-7726 AR	\$303.94	248-000-931-000

## **DTE Street Lights Proposal**



## Allen Park Downtown Development Authority

Kurt Mazag, Chairperson

Cynthia Riviera, Vice-Chair/Secretary

Paul Carnarvon, Treasurer



June 23, 2023

Ms. Debra J. Cain  
Principal Account Manager  
Community Lighting Division  
DTE Energy  
One Energy Plaza  
Detroit, MI 48226

Dear Ms. Cain,

Thank you for providing the Allen Park Downtown Development Authority (DDA) with the DTE Street Lighting Master Agreement proposal. The DDA Board of Directors is looking forward to you attending their next Board meeting scheduled to occur on Thursday, July 27 at 6:30 PM at Allen Park City Hall.

In an effort to make that meeting as efficient as possible, I have listed below several questions that we request be addressed prior to the meeting. Please feel free to respond in writing.

1. The first page of the Master Agreement states it is page 1 of 13. However, there are only 12 total pages. Please advise.

A new agreement is being prepared that reflects the new pricing for the posts and the addition/installation of banner arms.

2. How much on average does the City of Allen Park currently pay on an annual basis in electricity for the existing DDA-owned street lights only?

Based on today's Tariff, Allen Park would be paying \$16,651.64 per year for SL's on working meters for Allen Rd circuits and SL's. The DDA has not been paying \$7,401.64 per year for SL's on non-working meters for Park Avenue circuits and SL's.

3. Is it accurate that the DDA currently owns and operates 232 street lights?

Yes.

4. Is it accurate that the DTE proposal will reduce to the total number of street lights to 139?

Yes.

5. During a telephone conversation with Bob Cady and me on Tuesday, April 25 you informed us that from the date of the DDA signing the Master Agreement, DTE will need a total of 18 – 20 weeks to order the equipment, deliver the equipment, and fully install the equipment. Does this timeline remain accurate?

Yes.

6. During that same telephone conversation with Bob Cady and me, you indicated that DTE will allow the DDA to pay 50% of the total cost at the date of executing the Master Agreement, with the remaining 50% being paid (at 0% interest) by the DDA when the project is fully completed. Does this remain accurate?

Yes.

7. The decorative street light with the acorn head proposal is 13 feet tall. Is this same decorative street light pole available in taller options?

Not as a DTE stock option. The DDA can choose a taller post and have it installed as DTE special order equipment. This means when a post needs replacement, DTE will pay the DDA \$700 toward the purchase of a new post to be procured by the DDA. DDA will be required to stock a few spare posts. All labor to install the post is included.

8. How many photo cells will exist per street light?

None, this system will be on line controllers that turn on a number of lights at the same time.

9. The existing DDA-owned street lights have metal arms that accommodate banners. Will DTE be able to reuse these metal arms on the new decorative street light poles?

No.

10. If DTE is not able to reuse our banner arms, is there an extra cost DTE will charge the DDA to install your own banner arms? If so, what is that cost?

Yes, cost to procure and install 240 banner arms is \$17,328.00

11. The DTE street lights will require the installation of a receptacle. Will DTE charge the DDA to install these receptacles? If so, what is that cost?

Yes, cost to procure and install 120 receptacles is \$32,400.00

12. The Master Agreement you sent us identifies a total project cost of \$825,905.09 (if we do not finance the project). Does this cost remain accurate?

See #1

13. You indicated that DTE will provide a rebate to the DDA for this project. Have you calculated the \$ amount of this rebate? Could you please explain what this rebate represents? Is it a one-time only rebate, or will it recur on an annual basis?

The one time rebate is paid for the installation of LED lights and removing the Metal Halide technology. The approximate rebate being paid as a check for this project will be \$12-15K based on rebate rates once project is complete.

14. The Master Agreement identifies an estimated annual total luminaire charge of \$49,013.46. Could you please identify how much of that total is dedicated for electricity usage?

The Power Supply Charges which includes the Non-Capacity Energy Charge represents \$1,753.14 of the \$49,013.46 total proposed annual luminaire charge.

15. The Master Agreement has a term of five (5) years. Will the estimated annual total luminaire charge of \$49,013.46 remain unchanged throughout the five (5) year term. Will this amount increase with the renewal of a second five (5) year term? If so, how is that new amount calculated? For budgeting purposes, is there an estimated amount we could expect?

The annual luminaire charge is subject to change with any rate case. There is a pending rate case before the MPSC that could result in a rate change this year.



16. Overall, page 11 and page 12 of your Master Agreement remaining confusing and difficult to comprehend. I believe it would be helpful if you could remove all the financial information related to financing options, interest rates, monthly payments, etc. Perhaps it would be easier for us to read that material as a separate document. It is highly likely that the DDA will pay cash for this project and will elect not to enter into a payment plan with DTE.

Would take our Legal Department to revise the Master Agreement. Will ask if a change will be possible once the project is approved.

Please call me at (313) 928-3236 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Benjamin M. Hughes". The signature is fluid and cursive, with the first name "Benjamin" being more prominent and the last name "Hughes" following in a similar style.

Benjamin M. Hughes  
Executive Director



## MASTER AGREEMENT TO ACQUIRE AND PROVIDE STREET LIGHTING SERVICE

This Master Agreement to Acquire and Provide Street Lighting Service ("Master Agreement") is made between DTE Electric Company ("Company") and Allen Park Downtown Development Authority ("Customer") (collectively referred to as the "Parties") as of July 13, 2023.

### RECITALS

- A. Customer currently owns the street lighting system located on private property as described on the attached Exhibit 1 (the "Location").
- B. Customer desires to sell to Company, and Company desires to purchase, the lighting equipment described on the attached Exhibit 2 (the "Customer Equipment") in accordance with the terms of this Master Agreement.
- C. Customer desires to engage Company to complete certain repairs, replacements, and/or installation services on the Customer Equipment as described on the attached Exhibit 3 (the "Repair and Installation Services"), including the installation of Company-owned equipment. All Customer Equipment, once acquired by Company under this Master Agreement, and any additional street lighting equipment installed by Company under this Master Agreement are referred to as "Company Equipment," and Customer Equipment and Company Equipment is referred to collectively as "Equipment."
- D. Customer further requests Company to provide street lighting services as described on the attached Exhibit 4 (the "Purchase Agreement"), which also reflects terms of sale of the Customer Equipment.
- E. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the mutual promises set forth in this Master Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Company and Customer each hereby agree as follows:

### AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may repair Equipment and/or furnish additional materials, and install, operate and/or maintain 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 Exhibit 4. In the event of an inconsistency between this Master Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.
2. Availability of Service. The electric service for the Equipment will be provided under the Customer's existing account as follows:

Insert Customer Account Name: Allen Park Downtown Development Authority  
(Muni Code)

Insert Customer Service Address: 15915 Southfield Rd., Allen Park, MI 48101

3. Rules Governing Installation of Equipment and Electric Service. Installation of Equipment and the extension of electric service to that Equipment are subject to the provisions of the Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as amended and approved by the Michigan Public Service Commission

("MPSC") from time to time. From and after the authorization of this Master Agreement, Company will be responsible for the installation and replacement of Equipment and extension of electric service to serve the Equipment in accordance with this Master Agreement and the Tariff, the applicable terms of which are hereby incorporated into this Master Agreement by reference.

4. Contribution in Aid of Construction. In connection with Exhibit 4 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 repairing, replacing, constructing and/or installing Equipment (as defined in Exhibit 4) 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 costs of such repair, replacement, construction, installation and/or removal (including all labor, materials and overhead charges), less an amount equal to three (3) years of the incremental difference Luminaire Charge revenue at the time of acquisition, less the purchase price of Customer Equipment (the sum of the Luminaire Charge credit and purchase price for Customer Equipment, "Company Capital Investment"), all of which is calculated and set forth on Exhibit 4, Section 6. The CIAC Amount does not include charges for any additional cost or expense for underground objects of which Customer does not provide Company with prior notice and which are not identified by MISS DIG System, Inc., or other unusual conditions encountered in the construction and installation of Company Equipment or performing services as described in Exhibit 3. If Company encounters any such unforeseen or unusual conditions which would increase the CIAC Amount, it will suspend the construction and installation of Company Equipment and give notice of such conditions to Customer (a "Notice of Unforeseen Conditions"). Customer will either pay such additional costs to perform the work as set forth herein or agree to modifications of the work to be performed, provided that such modifications must adhere to Company standards and Customer will be responsible for any additional costs associated with such modifications, which will be reflected by an adjustment to the CIAC Amount. Upon any such suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified. If Company and Customer are unable to agree upon additional fees or modifications to this Master Agreement within thirty (30) days of Customer's receipt of a Notice of Unforeseen Conditions, Company will have the right to immediately terminate this Master Agreement and all work associated with the Equipment, without further liability hereunder.
5. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in Exhibit 4 promptly (and in no event later than five (5) business days after the date of this Master Agreement). Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until such CIAC Amount is paid, at which point the schedule for completion of the work shall be appropriately modified.
6. Post Charge. For any lighting system receiving service under this Master Agreement that consists of greater than five (5) lights, Customer may elect to pay a "Post Charge," in lieu of paying the entire CIAC Amount, pursuant to the terms of the Purchase Agreement. The Post Charge is a monthly rate, paid as long as this Master Agreement is in effect, and calculated based on the CIAC Amount (rounded down to the nearest \$1,000.00 increment), as set forth on Exhibit 4, Section 7(a). The Post Charge cannot be used in addition to the Financing Charge.
7. Financing Charge. For any lighting system receiving service under this Master Agreement where the CIAC Amount exceeds \$10,000, Customer may elect to pay a "Financing Charge," in lieu of paying all of the up-front CIAC Amount, pursuant to the terms of the Purchase Agreement. The Financing Charge is paid monthly for the five (5) year initial term of this Master Agreement, and calculated based on the CIAC Amount and an annual interest rate equal to the Company's weighted average cost of capital (6.79%), as set forth on Exhibit 4, Section 7(b). The Financing Charge cannot be used in addition to the Post Charge.

8. Sale of Customer Equipment. Effective as of the Master Agreement Date, Customer hereby sells, transfers and assigns all of its rights, title and ownership interests in and to the Customer Equipment, to Company for a purchase price of \$0 (the "Purchase Price"). The Purchase Price will be paid by deducting such amount from the CIAC Amount.
9. Assumed Liabilities. Customer shall remain solely responsible for all liabilities in respect of the Equipment accruing, arising from or relating to events or circumstances prior to the completion of all Repair and Installation Services. Upon completion of the Repair and Installation Services, Company will assume and agree to pay and perform any liabilities in respect of the Equipment, but only to the extent that such liabilities thereunder (i) arise from or relate to events or circumstances after the completion of all Repair and Installation Services, (ii) were incurred in the ordinary course of business, and (iii) do not relate to any improper use of Equipment and are not caused by any act or omission of Customer or any third party. Under no circumstances shall Customer touch or handle Company Equipment without Company's prior written authorization.
10. Street Lighting Design Responsibility. Unless otherwise indicated on Exhibit 4, the Company's repair, replacement, and/or installation of Equipment and provision of services will meet the Illuminating Engineering Society of North America ("IESNA") recommended practices for Roadway Lighting (RP-8). If Customer requests that the lighting design not meet the IESNA recommended practices by making the proper selection on Exhibit 4, Customer acknowledges that Company is not responsible for meeting lighting design standards.
11. Customer Representations and Warranties. Customer represents and warrants as of the date hereof and as of the Master Agreement Date that:
  - a. Customer has full public power and authority to execute and deliver this Master Agreement and to carry out the actions required by this Master Agreement.
  - b. Upon execution by the authorized representative whose signature appears below, this Master Agreement constitutes a legal, valid, and binding agreement of Customer.
  - c. The execution, delivery and performance of this Master Agreement and the transactions contemplated hereby (i) have been duly authorized by all necessary action required on the part of Customer, and (ii) do not result in the breach of any term, condition or provision of, nor require consent, waiver or approval of any third party under, (a) any existing law, ordinance or governmental rule or regulation, (b) any judgment, order, writ, injunction, decree or award of any court, arbitrator or governmental or regulatory body or authority, (c) the governing documents of Customer, or (d) any agreement to which Customer is a party or by which the Equipment may be bound or affected.
  - d. Other than contracts or agreements between Customer and Company, Customer has not entered into any contracts, agreements or understandings, whether written or oral, with any third party concerning or affecting the Customer Equipment.
  - e. Customer has good and marketable title to the Customer Equipment. All Customer Equipment is free and clear of all liens, security interests, easements, leases, restriction on use, or other encumbrances.
  - f. The Customer Equipment is located on real property owned in fee simple by Customer, without any limitations or conditions (other than easements in favor of Company or other utility providers).
  - g. There are no pending or, to Customer's knowledge, threatened claims of any nature against or by Customer relating to the Customer Equipment. Customer is not aware of

any event that has occurred or circumstances existing that may give rise to, or serve as a basis for, any such claim.

- h. The Customer Equipment is not subject to any federal, state or other funding obligations that would require Company's adherence to such obligations or prevent the sale of Customer Equipment.
- i. To Customer's knowledge, all information provided by Customer to Company concerning the Company Equipment is true, complete and correct and Customer has not withheld any information, the absence or inclusion of which would make the other information false or misleading.

**12. Company Representations and Warranties.**

- a. Company has full corporate power and authority to execute and deliver this Master Agreement and to carry out the actions required of it by this Master Agreement.
- b. The execution, delivery and performance of this Master Agreement and the transactions contemplated hereby have been duly authorized by all necessary corporate action required by Company.
- c. This Master Agreement constitutes a legal, valid, and binding agreement of Company.

**13. Requests for Modifications or Attachments.** After the execution of this Master Agreement and completion of the work defined in Exhibit 3, any request by Customer or other requesting third party for modifications (including relocations, replacements or removals) or attachments (including any electric or non-electric attachments, such as banners, signage, power receptacles, wireless communication devices, or cameras) must be submitted in writing to Company. Customer requests for attachments may require Company engineering of the attachment. In addition, Company may request modifications to the lighting system as Company deems reasonably necessary or desirable to address any concerns (including, but not limited, repeated instances of damage to the Equipment). The cost for any modifications or attachments will be the responsibility of the Customer (including all labor materials, and overhead charges), provided that Company may take into account the remaining amounts owed by Customer for Equipment already provided and/or work already performed under this Agreement and may include applicable changes to the Luminaire Charges as set forth in Exhibit 4. Within a reasonable time after Customer requests modifications, Company will provide Customer with an estimate of revised pricing and schedule. Regardless of the requesting party, any agreed-upon modifications or attachments to be implemented will be memorialized in a written agreement. If Customer is approved to perform any work in implementing the attachment to Company Equipment, the parties will enter into a Joint Use Agreement authorizing Customer to do so.

**14. Maintenance and Replacement Equipment.** After completion of the work defined in Exhibit 3, Company shall provide the necessary maintenance of the Company Equipment, including such replacement material and Equipment as may be necessary, in Company's sole discretion.

**15. Street Lighting Service Rate.**

- a. Company will provide street lighting service to Customer for the Company Equipment under the Municipal Street Lighting Rate set forth in Rate Schedule No. E1 of the Tariff. The rate is subject to change from time to time by orders issued by the MPSC.
- b. The estimated annual Luminaire Charges, and/or Post Charge if selected by the Customer, and/or Financing Charge if selected by the Customer, for which Customer

will be responsible are in Exhibit 4 and are subject to adjustment to reflect changes in the Tariff.

- c. Hours of street lighting operation are dusk to dawn, controlled by photo-sensitive devices which provide service all night for approximately 4,200 hours per year. Dusk to Midnight service is available at a discount of 1.060 cents per nominal watt per month, and if selected by the Customer, such service will be reflected in Exhibit 4.
- d. For any post having more than one luminaire on it, the charge for the additional luminaire on the same post will be reduced from the standard price by \$97.92 per additional luminaire per year.
- e. This street lighting service is also governed by the current Technical Standards for Electrical Service, as promulgated and amended from time to time by the MPSC.

**16. Repair, Replacement, and Installation Access to Equipment.** All Equipment, including underground cabling and conduit, foundations, outdoor lighting posts and luminaires, is located on property owned or controlled by Customer. Customer hereby grants Company access, both underground and overhead, to the Customer's property (the "Property") to access and maintain, repair, replace, and install Equipment and/or extend power cables and wires necessary to effectuate this Master Agreement, throughout the term of the Master Agreement.

**17. Default and Remedies.**

- a. Customer will be in default under this Master Agreement (i) if the representations and warranties of Customer in Section 11 above are incorrect in any material respect when made, (ii) if Customer fails to timely pay any amounts due to Company under this Master Agreement or pursuant to the Tariff, or (iii) if Customer fails to perform any other obligations under this Master Agreement (each, an "Event of Default").
- b. In addition to any other remedies that Company may have at law or equity, Company may (i) upon the occurrence of an Event of Default, suspend maintenance on any Equipment and exercise the applicable remedies set forth in the Tariff, and/or (ii) upon the continuance of any Event of Default for sixty (60) days after notice of default from Company to Customer, require Customer to re-purchase the Company Equipment on an "as-is" basis and Company will have no further liability hereunder. Customer will pay Company the amounts set forth in Section 19.
- c. To the maximum extent allowed by law, Customer agrees to indemnify and hold Company harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment arising directly or indirectly out of an Event of Default.

**18. Contract Term.** The initial term of this Master Agreement shall be a period of five (5) years commencing from the date of installation. If the optional Post Charge is selected, the initial term of this Master Agreement shall be ten (10) years. Upon expiration of the initial term, the street lighting service 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; *provided, however*, that Company will not withdraw service for convenience, and Customer shall not substitute another source of service in whole or in part, without twelve (12) months' written notice to the other party. Company will provide a quote for providing construction services in connection with the removal or disconnection of Equipment upon Customer's request.



19. Customer Obligations upon Termination. In the event that this Master Agreement is terminated by Company due to an Event of Default or by Customer for convenience, Customer will promptly pay Company all of the following:
- a. If applicable, the un-recouped portion of the Company Capital Investment pro-rated for the remainder of the initial three-year period;
  - b. If applicable, the aggregate total of remaining Post Charge payments or Finance Charge payments, that would have come due over the remainder of the applicable period (ten (10) years for Post Charge, or five (5) years for Finance Charge);
  - c. The aggregate total of remaining Luminaire Charge payments that would have been charged over the remainder of the applicable initial contract term;
  - d. Any Company costs and expenses associated with disconnecting and de-energizing the Equipment from Company power supply sources; and
  - e. Plant Reduction, which is (i) the Customer's re-purchase of the Equipment on an "as-is" basis, at the remaining value of the Equipment as quoted by Company; or (ii) the total cost incurred by Company to remove the Equipment and to restore the Property to its original condition to the extent possible with commercially reasonable efforts.
20. Assignment. Customer may not assign this Master Agreement or any of its rights or obligations under this Master Agreement without the Company's prior written consent. The Company may assign this Master Agreement or any of its rights or obligations under this Master Agreement, effective upon written notice to the Customer.
21. Force Majeure. The obligation of Company to perform under this Master Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts or circumstances beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), pandemic, malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, and force majeure events affecting suppliers or subcontractors.
22. Subcontractors. Company may sub-contract, in whole or in part, any of its obligations under this Master Agreement.
23. Waiver; Limitation of Liability. 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 repair or installation of the Company Equipment and/or any replacement of Company Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Master 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 Master Agreement exceed the Company Capital Investment.
24. Notices. All notices required by this Master Agreement shall be in writing. Such notices shall be sent to Company at **DTE Electric Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111** and to Customer at the address set forth on Exhibit 4. Notice shall be deemed given hereunder upon personal delivery to the addresses as 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.

**25. Miscellaneous.**

- a. This Master 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 Master Agreement must be in writing and signed by both parties.
- b. A waiver of any provision of this Master 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 Master Agreement shall not be deemed a waiver of such party's rights hereunder.
- c. The section headings contained in this Master Agreement are for convenience only and shall not affect the meaning or interpretation thereof.
- d. This Master 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 Master 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.
- e. This Master 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.
- f. The invalidity of any provision of this Master Agreement shall not invalidate the remaining provisions of the Master Agreement.

The parties have executed this Master Agreement to Acquire Street Lighting System as of the date first written above.

**DTE Electric Company**

By: \_\_\_\_\_

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

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

**Allen Park Downtown Development Authority**

By: \_\_\_\_\_

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

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

## Exhibit 1 to Master Agreement

### Location of the Street Lighting System

All exterior pole-mounted luminaires that are used for roadways, parking lots, and alleyways as shown within the red lines in the image below. The Allen Park Downtown Development District lighting systems are located south of Southfield Road, east of Roosevelt Ave, north of Regina Ave., and west of Colwell Ave.





## **Exhibit 2 to Master Agreement**

### **Customer Equipment**

Seven (7) free standing metered service panels, feeding underground electric circuits to two-hundred and seventeen (217) foundations with two-hundred ten decorative aluminum poles and seven (7) 20' or 25' parking lot steel poles, supporting: eighty-one (81) 175-watt metal halide luminaires, eighty-nine (89) 250-watt metal halide luminaires, twenty-five (25) 400-watt metal halide luminaires, eighteen (18) 135-watt LED's, and fourteen (14) 75 watt LED's on the roadways, parking lots, and alleyways withing the area as defined in Exhibit 1. In addition to feeding pole lighting, the seven-meter service panels also feed numerous GFI receptacles on decorative poles and ground mounted post and may also be used for irrigation power control systems.

### **Exhibit 3 to Master Agreement**

#### **Repair and Installation Services and Company Equipment**

Terminate power supply to seven (7) existing meter services panel and remove completely and terminate and abandon all underground exterior branch circuits that feed all pole lighting equipment and GFI receptacle plug power equipment. Remove, or breakup below grade, all existing pole lighting foundations, and remove all existing poles and luminaires as described in Exhibit 2. Remove all ground mounted electric GFI receptacles by cutting and clear conduit and wire below grade. There will no longer be any 120V power for any ground mounted GFI receptacles or other electric loads fed from these seven removed metered service panels. These other electric loads would include any irrigation control valves, ground mounted floodlights, freestanding ornamental clocks, festoon lighting or other Holiday lighting devices.

Install new ground mounted or pole mounted line controller relay(s) on DTE power poles or near existing pad mount DTE transformers to feed all new installed underground electric circuits with cable in conduit installed via directional boring and trenching where possible to feed eleven (11) new concrete high band foundations, install one hundred nineteen (119) concrete black direct burial 13' (above grade) posts supporting one hundred nineteen (119) new 60 watt glass Granville acorn style black luminaires with decorative bands and ribs and top cover and pawn finial. All concrete direct burial post with have GFIC 120V receptacles located 9" from the top of the post for dusk to dawn Holiday lighting. All concrete poles will have two banner arms per pole. Install six (6) 22.5' and five (5) 27.5' - 5" square straight galvanized steel poles, painted black, with vibration dampers (10 twins and 1 single head assemblies) for either 25' or 30' luminaire mounting height, to support twenty-one (21) new 73-watt LED AR13 side mount area luminaires. Remove two (2) existing DTE overhead fed 68-watt LED luminaires and replace with two new overhead fed 58-watt LED luminaires. Install two (2) new overhead fed 58-watt LED luminaires. Restore all roadway, sidewalk, alley, and parking asphalt, or concrete, saw cut locations for both removed, and new installed foundations and bore set-ups with new asphalt, or concrete if underground work is completed in existing concrete surfaces. Operational control of the roadway, sidewalk, alleyway, and parking lot lighting system will be achieved by utilizing circuit-controlled dusk-to-dawn photo control devices on DTE line control relays. Complete all underground cable connections to DTE Electric lighting standards, energize and commission new roadway, sideway, alleyway and parking lot lighting equipment as per attached Exhibit 3 – DTE Proposed LED Lighting Performance in locations as identified in Exhibit 1.

New Parking Lot lighting performance meets or exceeds Illuminating Engineering Society Lighting – Recommended Practices for Roadways and Parking Facilities (ANSI/IES RP-8-21)

## Exhibit 4 to Master Agreement

### Purchase Agreement

This Exhibit 4 is dated as of July 13, 2023, between DTE Electric Company ("Company") and Allen Park Downtown Development Authority ("Customer").

DTE Electric Company  
8001 Haggerty Rd.  
Belleville, MI 48111

Attention: Community Lighting Group

Allen Park Downtown Development Authority  
15915 Southfield Rd.  
Allen Park, MI 48101

Attention: Mr. Benjamin Hughes

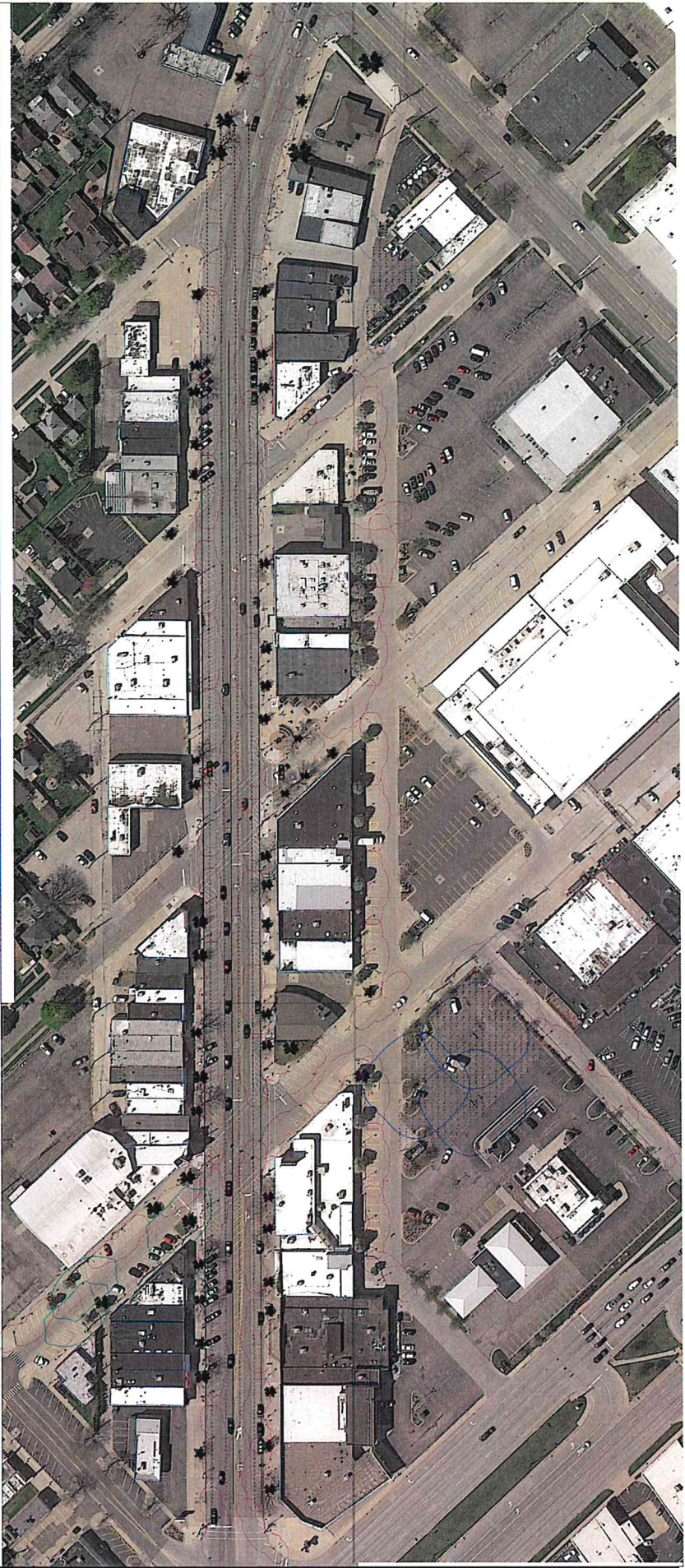
This Exhibit 4 is referenced in the Master Agreement to Acquire and Provide Street Lighting Service dated July 13, 2023 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests Company to acquire, repair and/or replace, and/or install and furnish, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order No:	66945152	
2. Location where Customer Equipment will be Repaired and/or Replaced and/or Installed:	Roadways, Parking Lots and Alleyways of the Allen Park Downtown Development Authority as located within the area as more fully described in Exhibit 1 of this Master Agreement.	
3. Description of the Customer Equipment to be Acquired by DTE:	Two hundred-twenty-seven (227) metal halide or LED luminaires mounted on two-hundred ten (210) decorative aluminum poles or seven (7) black steel base mounted poles, underground lighting GFI plug power cable, seven (7) meter panels, and as more fully described in Exhibit 2 of this Master Agreement.	
4. Description of Company Equipment and Repair and Installation Services:	Remove the customer's seven (7) electric metered service panels and all roadway, alleyway and parking lot lighting equipment as described in Exhibit 2, and install new unmetered power supplies and new underground outdoor lighting circuits to feed one-hundred forty (140) new underground luminaires and two new overhead LED luminaires, and as more fully described in Exhibit 3 of this Master Agreement.	
5. Estimated Total Annual Luminaire Charges	\$ 49,013.46	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	a) Total estimated construction cost, including labor, materials, and overhead:	\$1,202,667.24
	b) Company Capital Investment (sum of Luminaire Charge credit per Section 4 of Master Agreement and Purchase Price):	\$ 302,923.13
	c) CIAC Amount (a – b):	\$ 899,744.11

7. a) Post Charge (if selected by Customer)	d) Credit for Post Charge, if selected (CIAC Amount, rounded down to the nearest \$1,000 increment):  e) Estimated total annual Post Charge (number of luminaires multiplied by applicable unit price per luminaire, per the Tariff)  f) CIAC Amount with Post Charge option (c – d) (due upon execution of this Mater Agreement):	\$ _____  \$ _____  \$ _____
7. b) Financing Charge (if selected by Customer) (5-year term @ 6.79%)	d) Total principal amount for Financing Charge (line c):  e) Total monthly Financing Charge (using 6.79% interest)  f) Total annual Financing Charge (e × 12)  g) CIAC Amount with Financing Charge option	\$ _____  \$ _____  \$ _____  \$ _____
8. Term (see <u>Section 18</u> )	5 years.  Provided, however, that if the Post Charge selected, the Customer agrees to a term of 10 years.	
9. Customer lighting design and IESNA recommended practices	How will the lighting design requested by Customer comply the IESNA recommended practices? (Select One) <input type="checkbox"/> Not Compliant. <input checked="" type="checkbox"/> Compliant with ANSI/IESNA RP-8-21 Recommended Practices for Parking Lots and Roadways If "Not Compliant", Customer must sign below to acknowledge that the lighting design does not meet IESNA recommended practices:  _____	



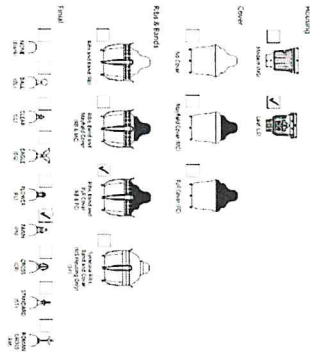


Site Plan, Pole Locations  
Scale: 1 inch = 64.11 ft.

Calculation Summary									
Label	Calc Type	Units	Avg	Min	Max	Avg/Min	Max/Min	Label	Calc Type
Allen Road Illum	Illuminance	fc	0.76	1.7	0.0	N/A	N/A	Allen Road Illum	Illuminance
Allen Road Luminance	Luminance	cd/ft <sup>2</sup>	1.8	0.0	0.0	N/A	N/A	Allen Road Luminance	Luminance
Allen Road Contrast	Contrast	cd/ft <sup>2</sup>	0.22	1.8	0.0	N/A	N/A	Allen Road Contrast	Contrast
Allen Road Contrast	Contrast	fc	1.60	3.78	0.43	3.72	8.79	Allen Road Contrast	Contrast
Allen Road Contrast	Contrast	fc	0.99	1.99	0.32	3.09	6.22	Allen Road Contrast	Contrast

Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Luminaire	Mounting	Height	Label	Qty	Label
●	3	60 watt G23 Granite Guard All-Weather Parking Lot	Single	7200	61	73	73	3	60 watt G23 Granite Guard All-Weather Parking Lot
●	3	72 watt AR13 Type V Twin	Back-Shot	10877	73	73	73	3	72 watt AR13 Type V Twin
●	3	59 watt LED Floodlight Type III	Single	7354	58.4	58.4	58.4	3	59 watt LED Floodlight Type III
●	75	60 watt G23 Granite Guard All-Weather Parking Lot	Single	7200	61	61	61	75	60 watt G23 Granite Guard All-Weather Parking Lot

Mark Appropriate Box for Item Option



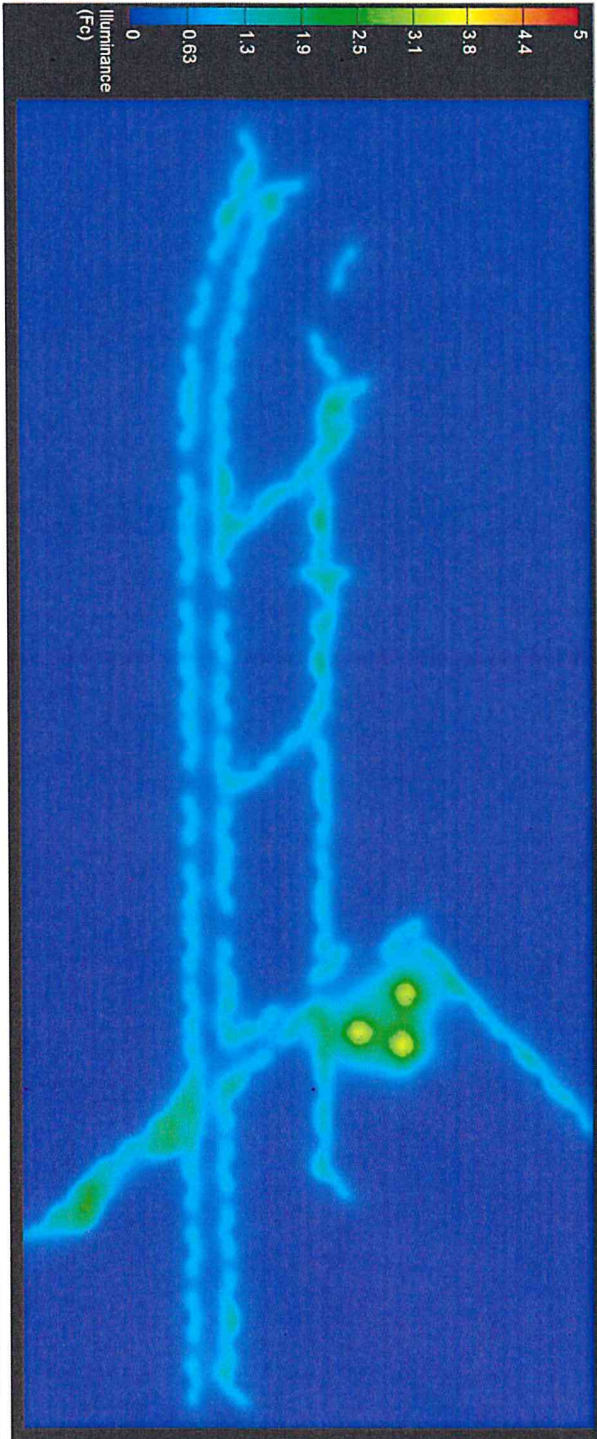
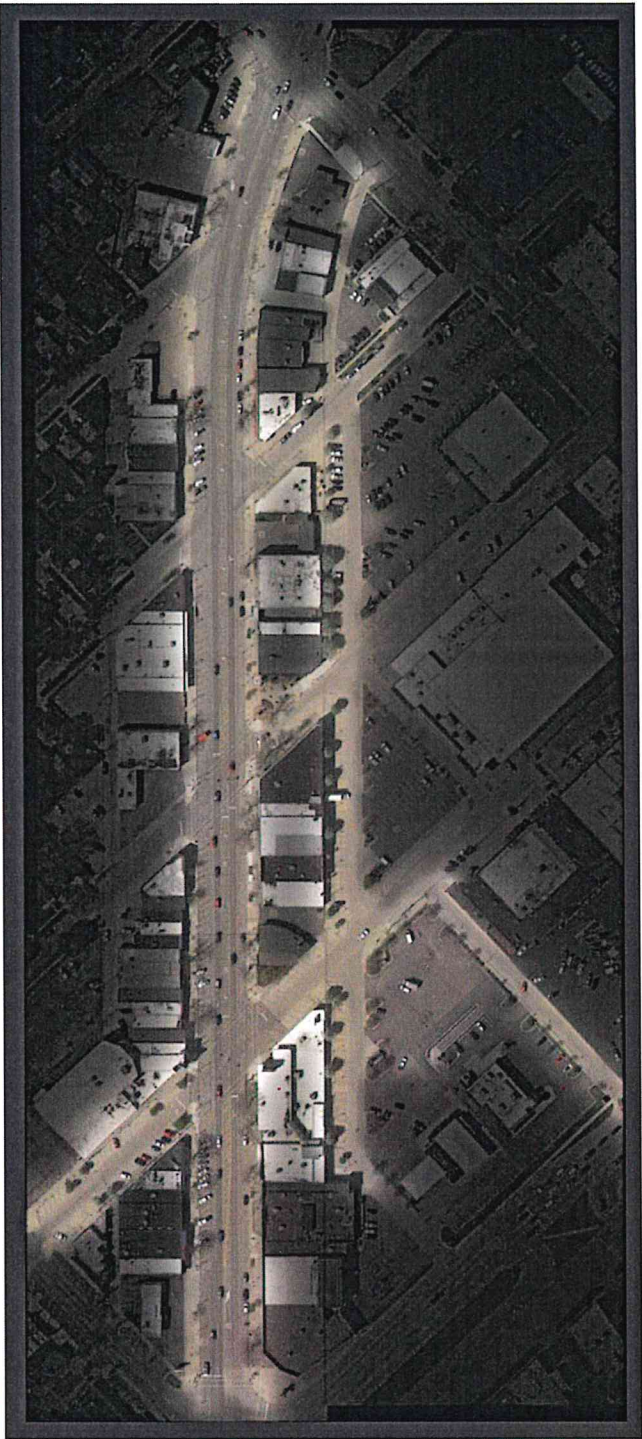
AR13  
(25 MH)



AR13  
(30 MH)







Allen Park - New Roadway & Parking Lot Lighting
DTE Community Lighting Group

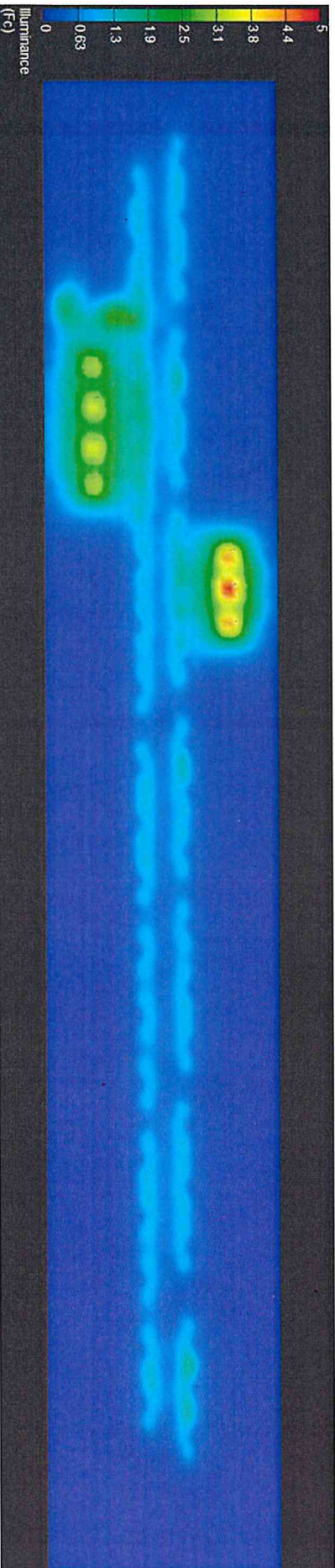
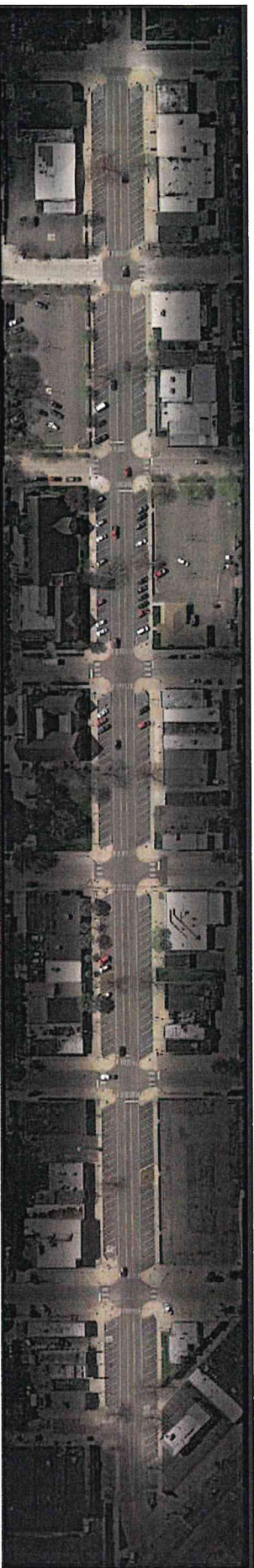
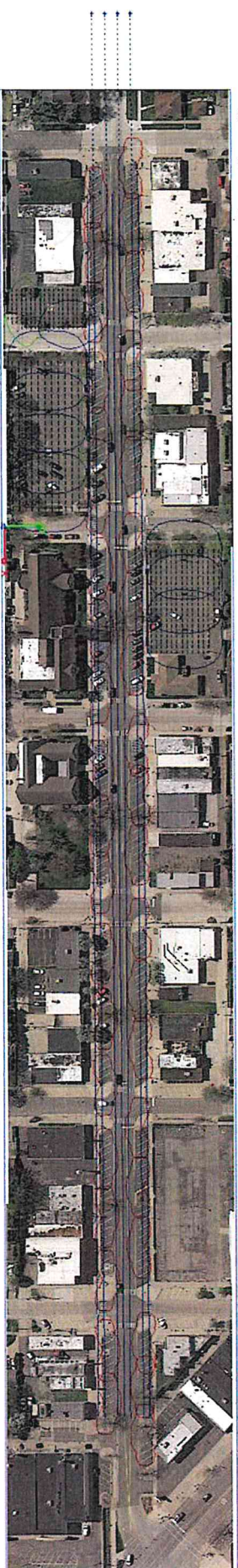
Lighting Design By: Tom Balog
Checked By:
Date: 4/25/2023
Scale:

#	Date	Comments





# Park Ave - Lighting Design Layout



Calculation Summary						
Label	Calc Type	Units	Avg	Max	Min	Avg/Min   Max/Min
Farmers Market Lot	Illuminance	fc	1.95	3.6	0.6	3.25   6.00
Brickwell Lot	Illuminance	fc	1.17	2.49	0.28	4.18   8.89
Park Ave Illum	Illuminance	fc	2.25	5.01	0.59	3.81   8.49
Park Ave Illum	Illuminance	fc	0.89	2.09	0.32	2.78   6.53
Park Ave Illuminance	Illuminance	cd/sqm	0.75	1.83	0.28	2.68   6.54
Park Ave Yield Lum	Yield Lum	cd/sqm	1.62	4.3	0.2	8.10   21.50

Luminaire Schedule				
Symbol	Qty	Label	Arrangement	Luminaire Lumens Watts
1	1	58 watt LEDCO Colorhead Type III OH	Single	7334 58.4
2	1	73 watt AIA13 Type IV	Single	11023 73
3	7	73 watt AIA13 Type V	Single	10877 73
4	41	60 watt GVD3 Graniteville with B & R Top Cover	Single	7200 61



#	Date	Comments

Lighting Design By: Tom Balog  
 Checked By: \_\_\_\_\_  
 Date: 4/25/2023  
 Scale: \_\_\_\_\_

Allen Park - New Roadway & Parking Lot Lighting  
 DTE Community Lighting Group

