

Resolution: 2013 EFM060

Presented: 2-1-13

Adopted: 2-4-13

BY THE EMERGENCY FINANCIAL MANAGER:

RESOLUTION TO CONSUMERS ENERGY COMPANY

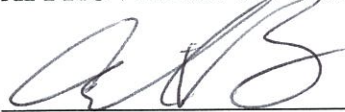
By the Emergency Financial Manager:

RESOLUTION

Consumers Energy Company, 1 Energy Plaza, Jackson, MI is the vendor that has provided lighting service with respect to luminaires, lamps, and other equipment. The City desires to enter into a new 1 year contract with Consumers on the terms as stated in the attached Standard Lighting Contract. Funding for this request will come from an account that will be designated by the Financial Department; and

IT IS RESOLVED, that the City, upon the Emergency Financial Manager's approval, is hereby authorized to enter into a contract with Consumers Energy Company for street lighting in an amount not to exceed the prices stated in the attached agreement.

APPROVED AS TO FINANCE:

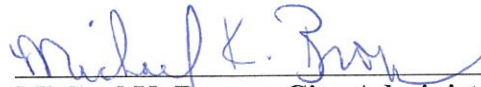


Gerald Ambrose, Finance Director

APPROVED AS TO FORM:



Peter M. Bade, Chief Legal Officer



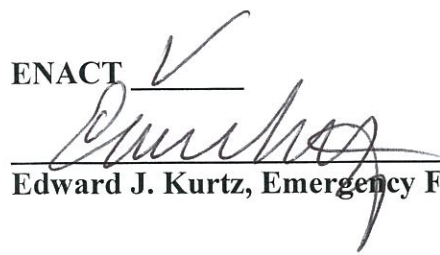
Michael K. Brown, City Administrator

/EFM DISPOSITION:

ENACT ☒

REFER TO COUNCIL ☐

FAIL ☐

  
Edward J. Kurtz, Emergency Financial Manager

Dated: 2-4-13

**STANDARD LIGHTING CONTRACT  
(COMPANY-OWNED)  
PART I**

Effective Date of Agreement: 11/1/2012  
(Month/Day/Year)

Company:

**CONSUMERS ENERGY COMPANY**

a Michigan Corporation

ONE ENERGY PLAZA  
JACKSON MI 49201-2276

Customer:

Flint

☒ City ☐ Village ☐ Township

a Michigan Municipal Corporation

Genesee

(County)

48501

(Zip Code)

X General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge as identified in Exhibit A.

NA General Unmetered Experimental Lighting Rate GU-XL as identified in Exhibit B.

Initial Term: 1 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 COMPANY

By: *Liuda Marklin*  
(Signature)

Liuda Marklin  
(Print or Type Name)

Title: Team Leader

City of Flint

(Customer)

By: *Edward Kurtz*  
(Signature)

Edward Kurtz  
(Print or Type Name)

Title\*: Emergency Financial Manager

Attest: \_\_\_\_\_  
(Clerk\*)

\*See Resolution dated February 4, 2013

**STANDARD LIGHTING CONTRACT**  
**TERMS AND CONDITIONS**  
**PART II**

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 Exhibit C.
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 (Exhibit C), 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 for any reason, 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