


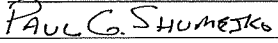

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of February 8, 2019 between DTE Electric Company ("Company") and the City of Rochester Hills ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated October 3, 2014 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	51680347	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	[Auburn Rd between Culbertson and Dequindre], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	50	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	<p>Install eighteen (18) Special Order Material (SOM) Code 06 posts (custom color match) on eighteen (18) SOM frangible transformer bases (custom color match), and eighteen (18) SOM 133w LED Autobahns (custom color match) at the (2) roundabouts and (5) intersections. ALL material listed above to have a custom paint finish (Metal-Polyester Powdercoat Finish-Titanium) to match the pedestrian lights listed below.</p> <p>Install thirty-two (32) Special Order Material Landscape Forms Alcott Series post/luminaire assemblies. The post/luminaire is a one piece assembly and comes pre-wired from factory. Posts to be 14' with a 115w LED.</p>	
5. Estimated Total Annual Lamp Charges	\$15,336.14	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$405,164.77
	Credit for 3 years of lamp charges:	\$46,008.42
	CIAC Amount (cost minus revenue)	\$359,156.35
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices   	
10. Customer Address for Notices:	City of Rochester Hills 1000 Rochester Hills Dr Rochester Hills, MI 48309	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least 3 posts, 3 luminaires for pedestrian lights, and at least 2 posts (plus frangible bases) and 2 luminaires for roundabouts and intersections, and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at Rochester Hills DPS: 511 E. Auburn Rd. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: Bud Clark Title: Crew Leader

Phone Number: 248-841-2650 Email: clarkb@rochesterhills.org

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

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

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

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

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Customer:

City of Rochester Hills

By: _____

Name: _____

Title: _____



Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

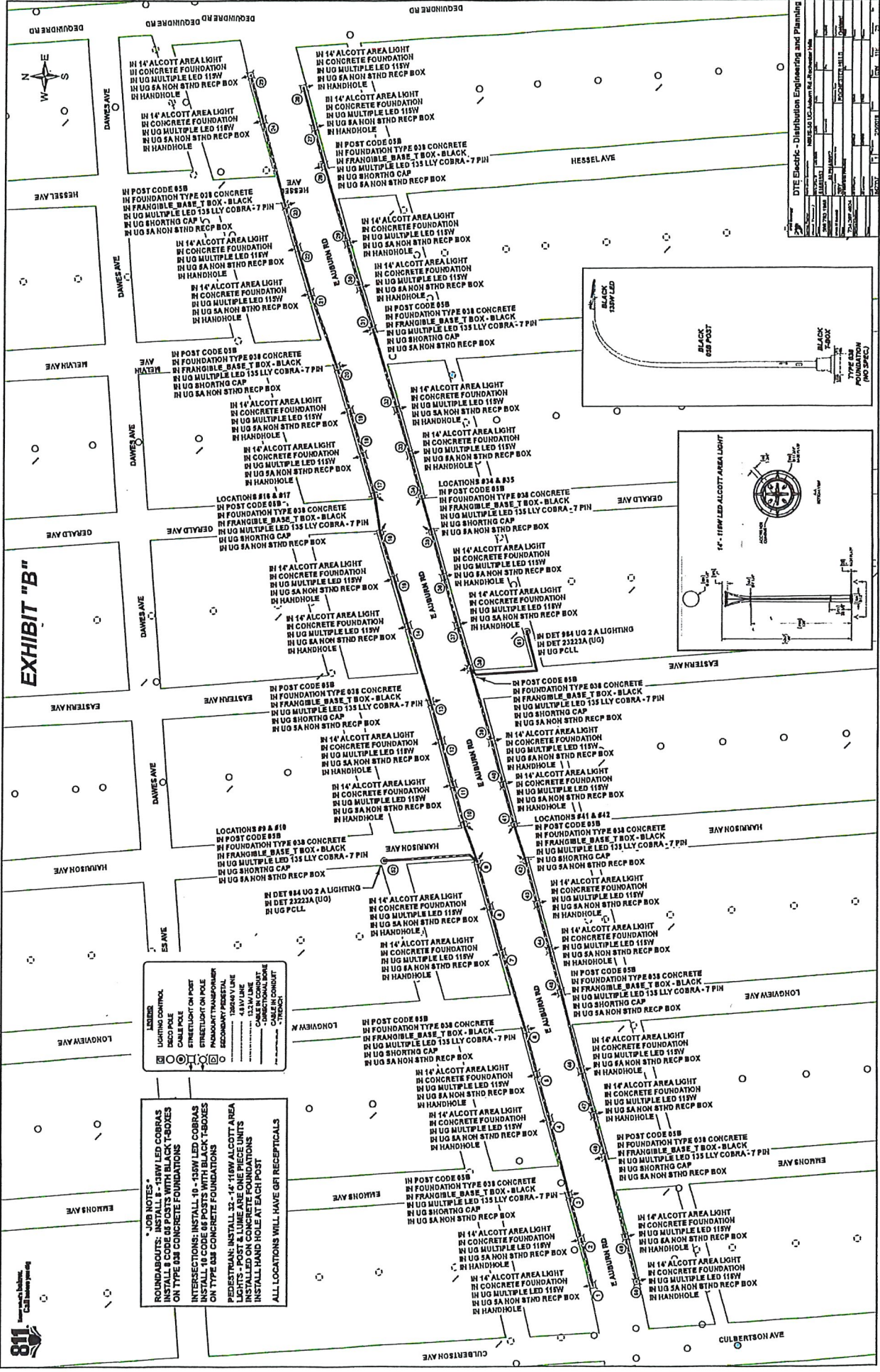


EXHIBIT "B"



LEGEND

- Lighting Control
- Rec'd Pole
- Street Light on Post
- Street Light on Pole
- Manhole
- Recessed Pedestal
- Recessed Pedestal
- 120000 V/LINE
- 48 V/LINE
- 120000 V/LINE
- 48 V/LINE
- CONCRETE FOUNDATION
- CONCRETE FOUNDATION
- CONCRETE FOUNDATION

JOB NOTES -

- ROUNDABOUTS: 14" ALCOTT AREA LIGHTS
- INSTALL 18 CODE 68 POSTS WITH BLACK FRODOES ON TYPE 638 CONCRETE FOUNDATIONS
- INTERSECTIONS: INSTALL 10 - 150W LED COBRAS
- INSTALL 18 CODE 68 POSTS WITH BLACK FRODOES ON TYPE 638 CONCRETE FOUNDATIONS
- PEDESTRIAN: INSTALL 32 - 14" 115W ALCOTT AREA LIGHTS - POST & LIME ARE ONE PIECE UNITS
- INSTALL 18 CODE 68 POSTS WITH BLACK FRODOES ON TYPE 638 CONCRETE FOUNDATIONS
- INSTALL HAND HOLE AT EACH POST
- ALL LOCATIONS WILL HAVE GF RECEPTICALS

DTE Electric - Distribution Engineering and Planning	
PROJECT NO.	1000000000
DATE	10/1/2020
SCALE	AS SHOWN
DRAWN BY	JD
CHECKED BY	JD
APPROVED BY	JD
PROJECT MANAGER	JD
CLIENT	1000000000
LOCATION	1000000000
DESCRIPTION	1000000000
DATE	10/1/2020
SCALE	AS SHOWN
DRAWN BY	JD
CHECKED BY	JD
APPROVED BY	JD
PROJECT MANAGER	JD
CLIENT	1000000000
LOCATION	1000000000
DESCRIPTION	1000000000