

**Exhibit A to Master Agreement**

**Purchase Agreement**

This Purchase Agreement (this "Agreement") is dated as of June 3, 2024 between DTE Electric Company ("Company") and the City of Ann Arbor ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated February 16, 2022 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

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

1. DTE Work Order Number:	64248815	
	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:	[Various locations in the City of Ann Arbor], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	4,087	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	<p><b><u>Overhead Fed Streetlights on Wood Poles:</u></b>                      4-175w Mercury Vapor to 58w LED                      1 - 250w Mercury Vapor to 58w LED                      1 – 70w High Pressure Sodium to 58w LED                      2065 – 100w High Pressure Sodium to 58w LED                      1 – 150w High Pressure Sodium to 58w LED                      201 – 250w High Pressure Sodium to 58w LED                      7 – 400w High Pressure Sodium to 58w LED                      1 – 70w Metal Halide to 58w LED</p> <p><b><u>Underground Fed Streetlights on Fiberglass or Metal Posts:</u></b>                      223 - 100w High Pressure Sodium to 54w LED (Lumecon)                      683 – 100w High Pressure Sodium to 58w LED                      861 – 250w High Pressure Sodium to 58w LED                      39 – 400w High Pressure Sodium to 58w LED</p>	
5. Estimated Total Annual Lamp Charges	\$1,029,814.42	
6. Estimated Total Annual Post Charges if selected	\$0.00	
7. Annual Finance Charge if selected	See paragraph 14 below	\$ 0.00
8. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$1,021,700.97
	Revenue credit:	\$0.00
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$1,021,700.97</b>
	Credit for Post Charge, if selected	\$0.00
9. Payment of CIAC Amount:	Due promptly upon execution of this Agreement <b>\$1,021,700.97</b>	
10. 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	

<p><b>Special Financing Options are available – Please read stipulations within agreement and if desired check the appropriate box below:</b></p> <p>Post Charge Option <input type="checkbox"/></p> <p>Finance Option <input type="checkbox"/></p>	<p>written consent of the parties or by either party with thirty (30) days prior written notice to the other party.</p> <p>If Post Charge “box” is checked the Customer agrees to following term:</p> <p>10 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.</p>
<p>11. Customer Address for Notices:</p>	<p>City of Ann Arbor 301 E. Huron St., 4<sup>th</sup> Floor Ann Arbor, MI 48107</p>

12. Material Acknowledgement:

The customer is making the selection of 58w LED 2700K and 54w LED 2700K color temperature light fixtures which are not standard stock, but instead are special-order material (SOM) fixtures. Consistent with all SOM arrangements with DTE's municipal customers, the municipality is responsible for maintaining inventory on-hand to address outages which would require a replacement fixture. See paragraph 13.

Neither DTE nor the Customer are making representation that the chosen SOM fixtures meet ANSI standards.

With respect to any other lighting fixtures that are not included within the list of (SOM) fixtures, it is understood that the company will be installing DTE stock material as described in Section 4 of this agreement.

13. Special Order Material Terms:

All or a portion of the Equipment consists of SOM: (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 SOM and not Company's standard stock. Customer will purchase and stock replacement SOM and replacement equipment as provided in Section B below. When replacement equipment is pulled from Customer's inventory, Company will credit the Customer in the amount of the then-current material cost of Company standard street lighting equipment (58W LED – 4000K). Reimbursement shall not exceed the cost of customer purchased materials, which will be verified through the Customer providing a copy of the material invoice to the Company.

Customer will indicate specifically and provide a list of serial numbers back to the company, which will serve as an attachment to this agreement, the locations for which SOM will be installed.

In the event of an outage requiring a fixture replacement, DTE's authorized contractor will arrange to pick up the necessary SOM fixture and replacement equipment to address the outage. The choice to stock SOM replacement inventory is at the discretion of the municipality. The speed at which the Company can address an outage event may depend on SOM availability.

B. The inventory will be stored at Wheeler Public Works Center. Access to Customer's inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. If Company is unable to access the site during such hours for any reason, Company (i) shall be relieved from any obligation or commitment to complete the work as scheduled, and (ii) may, at its option, procure the inventory itself and have Customer to reimburse Company's costs for doing so. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to Company:

Name: Marc Moreno Title: Signs and Signals Supervisor

Phone Number: 734.794.6350 x43322 Email: mmoreno@a2gov.org

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

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

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

14. Special Financing Options

A. Post Charge Option:

For new underground-fed installations of 5 lights or more after May 1, 2019, which require investment in excess of three times the annual revenue at the prevailing rate at the time of installation, the customer may elect to pay a post charge for each increment of \$1,000 investment required above three times the annual revenue.

**Effective December 15, 2023** - For each increment of \$1,000 of investment which exceeds three times the annual revenue at the prevailing rate at the time of installation, add to rate per year an additional **\$82.56**.

B. Finance Charge Option:

As an alternative, where the required contribution exceeds \$10,000, upon agreement of the customer and the Company, the customer will pay an additional annual charge of the Company's weighted average cost of capital (6.92%) times the contribution amount in lieu of the cash contribution.

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

Company:

DTE Electric Company

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

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

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

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

Customer:

City of Ann Arbor

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

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

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

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

**Attachment 1 to Purchase Agreement**

**Map of Location**

[To be attached]

**Attachment 2 to Purchase Agreement**

**List of Serial Numbers where SOM will be installed**

[To be attached]