

# DTE Streetlight Replacements

## 10 Mile Rd, Meadowbrook Rd to Haggerty Rd

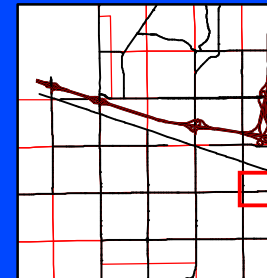


Map Author: Runkel  
Date: June 29, 2023  
Project: 10 Mile Rd  
Version #: 1.0

### MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

● Streetlight Replacements



**City of Novi**

Engineering Division  
Department of Public Works  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org

0 6,000 12,000 24,000 36,000  
Feet  
1 inch = 21,500 feet



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ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

June 28, 2023

Rebecca Runkel, Project Engineer  
City of Novi  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: Ten Mile Reconstruction – DTE Energy Purchase Agreement**

Dear Ms. Runkel:

We have received and reviewed the following documents for the installation of seven 30' direct buried fiberglass posts and seven 136w LED luminaires with black housing along 10 Mile, between Meadowbrook and Haggerty:

- Master Agreement for Municipal Street Lighting dated April 11, 2022,
- Purchase Agreement (Work Order Number 68799705).

**Master Agreement and Purchase Agreement**

The Master Agreement for Municipal Street Lighting ("Master Agreement") and corresponding Purchase Agreement are standard form agreements prepared by DTE Energy for use in projects for installation and maintenance of new street lighting. The Master Agreement controls the terms of installation and maintenance, generally, such as terms of payment, rates, maintenance responsibilities, term, liability, warranties and general contract provisions, including such things as choice of law and notices. The Master Agreement is DTE's standard agreement and typically cannot be changed. Generally, there are no objectionable provisions in the Agreement. To the extent that the Master Agreement limits DTE's liability to the City for damages to no greater than the CIAC amount for the particular agreement – in this case, the CIAC amount is only \$31,048.08, this only limits DTE's liability with respect to the City and not third parties, therefore if anyone is injured by DTE's actions, the provision will not preclude them from recovering from DTE directly. As such, the City risk is low with respect to injured third parties.

The Purchase Agreement includes the more specific information relating to each particular project, including total estimated project cost, project location, project specifications, and special order information.

The City should be aware that the cost provided in the Purchase Agreement is an estimate and may increase based upon conditions found underground at the time of construction, pursuant to the Master Agreement.

Rebecca Runkel, Project Engineer  
City of Novi  
June 28, 2023  
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The terms of the Master Agreement and Purchase Agreement generally are acceptable and are in part, subject to rates and other rules imposed by the Michigan Public Services Commission. We see no legal impediment to entering into the Purchase Agreement as proposed for the Ten Mile Road Reconstruction.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)  
Jeff Herczeg, DPW Director (w/Enclosures)  
Megan Mikus, Deputy DPW Director (w/Enclosures)  
Ben Croy, City Engineer (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)