

PINE RIVER TOWNSHIP

Gratiot County, Michigan

June 20, 2023

Agenda

1. Call to Order
2. Pledge to the Flag
3. Roll Call
4. Brief Public Comments (3 Minutes)
5. Approval of Agenda
6. Approval of Minutes - May 16, 2023
7. Approval to Pay Bills
8. Reports by Boards, Committees & Agents
 - a. Treasurer's Report
 - b. Budget Report
 - c. Zoning & Blight Report
 - d. Assessor's Report
 - e. Fire Board Report
9. Business before the Board
 - a. Resolution 2023-6- Withdrawal and Release from Gratiot Community Airport Authority
 - b. Consideration of the Pine River Solar Decommissioning Agreement
 - c. Mercury Telecom Phone Installation
 - d. Fire Department Grant
10. Announcements and Upcoming Meetings
 - a. Next Board Meeting – July 18, 2023
11. Adjournment

**(PROPOSED) MINUTES OF THE PINE RIVER TOWNSHIP BOARD
MONTHLY MEETING
JUNE 20, 2023**

- 1) The regular monthly meeting of the Pine River Township Board was called to order at 7:00PM by Supervisor Beeson at the Township Hall.
- 2) Pledge the flag: The Board and the Public said the Pledge to the flag.
- 3) Roll Call: Best: present; Moeggenborg: present; Beeson: present; Baker: present. Whitmore: present. (5) Board members present, (0) absent.
Guests: None
- 4) Public Comments
 - a. None
- 5) Approve the Agenda:
 - a. Motion made by Moeggenborg: second by Baker: to approve the agenda with addition of 9d. All present Board members approved. The motion carried 5-0.
- 6) Approve the Minutes:
 - a. Motion made by Baker: second by Best: to approve the Minutes of the regular meeting from May 16, 2023. All present Board members approved. The motion carried 5-0.
- 7) Approval to Pay Bills:
 - a. Motion made by Best: second by Moeggenborg: to approve the payment of bills as presented in the amount of \$57,273.47. All present Board members approved. The motion carried 5-0.
- 8) Reports by Boards, Committees, and Agents
 - a. Treasurer's Report – Discussion: Board reviewed, bank reconciliations have been received and reviewed by all present. Placed on file.
 - b. Budget Report – Discussion: report placed on file.
 - c. Zoning and Blight Officer – Discussion: Calkins' report placed on file.
 - d. Assessor Report – no report
 - e. Fire Services – no report
- 9) Business before the Board
 - a. Resolution 2023-6 – Withdrawal and Release from Gratiot Community Airport Authority
 - i. Motion made by Moeggenborg: second by Best: to approve the Resolution as presented. Roll call vote: Best: yes; Moeggenborg: yes; Beeson: yes; Whitmore: yes; Baker: yes. All present Board members approved. The motion carried 5-0.

- b. Consideration of the Pine River Solar Decommissioning Agreement
 - i. Motion made by Baker: second by Moeggenborg: to approve the agreement as presented. All present Board members approved. The motion carried 5-0.
 - c. Mercury Telecom Phone Installation
 - i. Discussion.
 - d. Fire Department Grant
 - i. Motion made by Baker: second by Moeggenborg: to authorize Supervisor to sign and fill out grant application in pursuant of PA 166. All present Board members approved. The motion carried 5-0.
- 10) Extended Public Comment:
- a. Owens reported Gratiot County is joining Land Bank.
- 11) Announcements and Upcoming Meetings
- a. Board Meeting: July 18, 2023, at 7 PM
- 12) Adjournment
- a. Motion made by Best: second by Baker: to adjourn the meeting at 7:32PM. All present Board members approved. The motion carried 5-0.

Submitted by: Andi Whitmore,
Clerk

PINE RIVER TOWNSHIP
GRATIOT COUNTY, MICHIGAN

RESOLUTION NO. 2023-6

At a regular meeting of the Pine River Township, Gratiot County, Michigan, held at the 1495 W Monroe Rd in the Township, on the 20th day of June 2023, there were:

PRESENT: Best, Mueggenborg, Beeson, Whitmore, Baker

ABSENT: ϕ

The following resolution was offered by Mueggenborg and supported by Best:

**RESOLUTION REQUESTING WITHDRAWAL AND RELEASE FROM
THE GRATIOT COMMUNITY AIRPORT AUTHORITY**

WHEREAS, the Gratiot Community Airport Authority (the Airport Authority) was originally created on February 18, 2009 between Gratiot County, the City of Alma, City of St. Louis, City of Ithaca, Township of Pine River and Township of Arcada (the Parties), under the authority granted by the Community Airports Act, MCLA 259.621 *et. seq.* (the Act), and

WHEREAS, the Parties entered into an Amended Agreement to Establish the Gratiot Community Airport Authority on January 30, 2012 (the Agreement); and

WHEREAS, the Parties undertook an examination of ways to improve the efficiency, management, and funding of the Airport; and

WHEREAS, the Parties concluded that it is desirable to create a single county-based funding mechanism by reorganizing the Airport Authority membership under the control of Gratiot County; and

WHEREAS, to accomplish that objective, it is necessary that all current members of the Airport Authority, except Gratiot County, withdraw from the Airport Authority, leaving Gratiot County as the sole member; and

WHEREAS, the Gratiot Community Airport Authority shall remain the Sponsor of the Gratiot Community Airport, as that term is defined by the Federal Aviation Administration and the Michigan Department of Transportation, Office of Aeronautics; and

WHEREAS, under both the Agreement and the Act, a member community may request withdrawal and release from the Authority by resolution duly adopted, which, when approved by 2/3 vote of the Authority, releases that member from all further obligations under the Agreement; and

WHEREAS, the Township of Pine River requests to withdraw from the Authority and seeks a release of any further direct financial obligation associated with membership in the Authority, contingent upon (1) the release of all other Parties, other than Gratiot County, (2) approval by 2/3 vote of the Authority, (3) approval of Gratiot County to become the sole member of the Authority, (4) execution of a lease of all Airport real estate to the Airport Authority, together with any required assignments of leases, property, equipment, monies and accounts of the Airport to the Airport Authority, and (5) final approval of the reorganization by the Michigan Department of Transportation, Office of Aeronautics;

NOW THEREFOR, BE IT RESOLVED, that the Township of Pine River requests approval of the Authority to withdraw as a member of the Gratiot Community Airport Authority and requests release of any further direct financial obligation associated with membership in the Authority, effective immediately upon the last of the following to occur: (1) the release of all other Parties, other than Gratiot County, (2) approval by 2/3 vote of the Authority, (3) approval of Gratiot County to become the sole member of the Authority, (4) execution of a lease of all Airport real estate to the Airport Authority, together with any required assignments of leases, property, equipment, monies and accounts of the Airport to the Airport Authority, and (5) final approval of the reorganization by the Michigan Department of Transportation, Office of Aeronautics.

YEAS: Best, Moeggenborg, Beeson, Whitmore, Baker

NAYS: Ø

ADOPTED this 20th day of June 2023.

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township of Pine River, Gratiot County, Michigan, at a meeting held on June 20, 2023, the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, Act 267 of the Michigan Public Acts of 1976, including in the case of a special or rescheduled meeting, notice by posting at least 18 hours prior to the time set for said meeting.

DATED: June 20, 2023

Andi Whitmore
Andi Whitmore
Clerk of Pine River Township

LARGE SOLAR ENERGY SYSTEM DECOMMISSIONING AGREEMENT

PINE RIVER SOLAR PROJECT

This Large Solar Energy System Decommissioning Agreement ("**Agreement**") entered into on June 20, 2023 ("**Effective Date**"), between Pine River Township, a general law Township of 1495 W Monroe Road, Saint Louis, Michigan 48880 ("**Township**") and DTE Electric Company, a Michigan corporation of One Energy Plaza, Detroit, Michigan 48226 ("**DTE**") (each individually a "Party;" collectively the "Parties").

- A. On November 14, 2022, the Township issued a special land use permit and approved a site plan by resolution authorizing DTE to construct and operate a Large Solar System (the "**Project**") in the Township, consisting of solar panel arrays, racking systems, a perimeter fence, and other associated improvements pursuant to the requirements of the Township Zoning Ordinance (the "**Ordinance**") and as more specified in Township Planning Commission Resolution 2022-11-14 (the "**Resolution**") (Ordinance, Resolution, and all zoning requirements associated with the Project including a Planning Commission resolution amending the Project's site plan dated May 24, 2023 are collectively referred to as the "**Requirements**").
- B. Under the Requirements, DTE must commit to undertake the decommissioning of the Project, including providing the Township with a decommissioning plan ("Decommissioning Plan") and financial instruments necessary to satisfy DTE's Project decommissioning obligations (the "**Decommissioning Obligations**"). See Resolution, Section 3(B)(7).
- C. Therefore, the Parties enter into this Agreement to fulfill the obligations of the Requirements.

In consideration of the foregoing and based on the mutual covenants, promises, and consideration below, the Parties agree that:

1. **Term**. This Agreement will begin on the Effective Date and will continue until terminated as provided in this Agreement.
2. **Decommissioning Obligations**. DTE shall satisfy all decommissioning requirements contained in its submitted Project decommissioning plan attached as **Exhibit A** ("**Decommissioning Plan**") and this Decommissioning Agreement. The Decommissioning Plan is attached as **Exhibit A** to this Agreement and has been evaluated by Spicer Group, Inc., a planning consultant retained by the Township. Under no circumstance may the estimated amounts for decommissioning or any financial instrument issued or approved under this Agreement be in an amount less than initially set under this Agreement. Decommissioning of the Project requires completion of all the Decommissioning Obligations, regardless of whether such activities are requested by a landowner, and include without limitation:

- (a) Removal of the Project and all of its components, including but not limited to, solar arrays, the perimeter fence, and above ground transformers and junction boxes. Removal of the substation shall not be required under this Agreement, as it was approved and constructed as part of the Pine River Wind Project.
 - (b) Removal of all structures below-grade including any concrete, piping, or underground electrical systems or as otherwise required by applicable law.
 - (c) Return of Project lands to a condition substantially similar to their predevelopment condition so they are suitable for agricultural use. Any land that is enrolled under the Farmland and Open Space Preservation Program (PA 116) will be reclaimed in accordance with applicable state requirements
 - (d) Post-decommissioning monitoring of new vegetation.
3. **Additional Decommissioning Obligations.** Decommissioning of the Project shall also include the following additional Decommissioning Obligations, if required by DTE's agreements with the applicable Participating Property (as defined in Section 5):
- (a) Restoration of private drainage improvements impacted by the Project.
 - (b) Removal of the access roads.
 - (c) Re-grading of underlying land.
 - (d) Re-vegetation of underlying lands necessary to prevent soil erosion.

Prior to Project decommissioning, DTE will consult with the owner(s) of the property or properties where the Project is located regarding the scope of the additional Decommissioning Obligations and secure any required rights of entry or temporary easements needed to satisfy such Decommissioning Obligations and will obtain any necessary local (including Township zoning), state, or federal approvals prior to conducting such Decommissioning Obligations.

4. **Decommissioning Surety Bond.**

- (a) **Decommissioning Surety Bond Established.** DTE must post a Decommissioning Bond (the "**Bond**") in the original amount of **Six Million Seven Hundred Ninety-Six Thousand Dollars and No Cents (\$6,796,000)**. The amount of the Bond reflects the actual cost of decommissioning (not including any deduction for potential salvage value of Project components, if any) plus up to \$250,000 for costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Township in enforcing the Decommissioning Obligations ("**Decommissioning Costs**"). DTE will post the Bond and select the Surety from those duly licensed to do business as surety companies by the State of Michigan (the "**Surety**") to assure performance of the

Decommissioning Obligations and/or payment of the Decommissioning Costs. The Bond must be in the form set forth in the attached **Exhibit B**, or in a similar form approved by the Township's attorney.

- (b) **Periodic Review and Adjustment.** On every fifth (5th) anniversary of the Effective Date that is not a Periodic Report Date as described below, DTE at its own expense will (i) update the amount of Decommissioning Costs based on the percentage change in the Producer Price Index ("PPI") from the Bureau of Labor Statistics between that anniversary and the date five (5) years previous; and (ii) amend the amount of the existing Bond so that it is equal to the updated Decommissioning Costs as adjusted, subject to not amending the amounts currently specified in this Agreement if such amounts are less than those set forth in this Agreement. In addition, DTE will provide the Township with an updated Decommissioning Costs report ("**Costs Report**") within thirty (30) days after the tenth (10th) anniversary of the Effective Date, and on every subsequent tenth (10th) anniversary thereafter ("**Periodic Report Dates**"). The report will be prepared by a qualified engineer consultant retained by DTE to review the then-current Decommissioning Costs (the "**Consultant**"). The Costs Report prepared by the Consultant will be deemed approved by the Township upon the earlier of:
- (i) DTE's receipt of written approval from the Township; or
 - (ii) The passage of sixty (60) days after the delivery of the Costs Report to the Township, unless the Township makes a detailed written objection to the revised Decommissioning Costs provided in the Costs Report, in which case the Costs Report shall not be considered approved until the Township provides written confirmation that its objections have been satisfactorily resolved.
 - (iii) If the Parties are unable to satisfactorily resolve the Township's objections to the Costs Report, the Parties will submit the Costs Report and the Township's objections to a mutually agreed upon qualified, third-party engineer, who will resolve the amount of the revised Decommissioning Costs and whose determination shall be conclusive until redetermined on the next tenth (10th) anniversary of the Effective Date.
 - (iv) In no event shall the revised Decommissioning Costs be set at an amount that is less than the amount of the initial Decommissioning Costs as adjusted from the Effective Date by the (PPI) Index from the Bureau of Labor Statistics.

If the amount of the Bond is no longer equal to the revised Decommissioning Costs, DTE will, within sixty (60) days of the determination of the revised Decommissioning Costs as provided above, amend the amount of the existing Bond or obtain a replacement Bond to ensure that the revised Decommissioning Costs are completely secured.

- (c) **Duty to Maintain Bond.** DTE agrees to maintain the Bond in an amount at least equal

to the Decommissioning Costs, as may be adjusted under Section 4(b). DTE may change the Surety by delivering a substitute Bond by a Surety meeting the requirements of Section 4(a). If the Surety issues a notice of cancellation or non-renewal of the Bond, DTE will, within thirty (30) days, obtain and maintain a substitute Bond in accordance with Section 4(a) in an amount at least equal to the Decommissioning Costs specified in the most recent update under Section 4(b). If a substitute Bond is required prior to the issuance of the first approved Periodic Report, the substitute Bond shall be no less than the initial Decommissioning Costs specified in this Agreement, as adjusted on each fifth (5th) anniversary of the Effective Date that has occurred by that time pursuant to Section 4(b). Any substitute Surety obtained by DTE will be subject to and governed by the provisions of this Agreement to the same extent as the original or previous Surety, and the substitute Surety shall acknowledge and accept all Decommissioning Obligations in a writing signed by a representative with authority to bind the substitute Surety.

- (d) **Continuing Enforcement Escrow Deposit Obligation.** DTE shall fund a \$7,500.00 cash deposit account to be held by a financial depository institution in the Township's name to serve as funds made available as a continuing Ordinance enforcement escrow account to be used towards reasonably ensuring that DTE meets all Project requirements imposed by the Requirements and any applicable Project approvals. The Township shall provide an annual accounting in writing of the funds held in this account. If the Township reasonably anticipates enforcement actions against DTE, the Township shall give DTE written notice to the same with a request to deposit a sum certain within fifteen (15) business days of the date of the notice in an amount representing Township's reasonable estimation of the fees it may be charged by the Township Attorney, Township Engineer, Township Planner (using their standard rates), or other necessary consultant in conducting investigations and preparing reports relating to DTE's compliance with the Requirements. DTE shall deposit the fees within fifteen (15) business days of the Township's delivery of the Township's notice for continuing enforcement escrow funds. Any amount in excess of \$7,500.00 left upon completion of an enforcement investigation shall be promptly refunded to DTE.

5. Decommissioning.

(a) **Decommissioning Events.** DTE has entered into agreements with the owners of the property on which solar arrays and other components of the Project will be located (the "**Participating Properties**"). Under these agreements, DTE is obligated to decommission all Project components located on the Participating Properties within a stated period or following the expiration, surrender, or termination of the respective agreements, or upon the occurrence of certain other specified events (each a "**Decommissioning Event**"). Notwithstanding any agreement with a Participating Property regarding decommissioning, the decommissioning of the Project or any components must meet the requirements set forth in this Agreement and any state requirements under PA 116. If DTE or any other person or entity responsible for Decommissioning Obligations of any portion of the Project situated on a Participating

Property refuses or fails to fulfill such Decommissioning Obligation within the time provided in the applicable agreement, the Township will be entitled to draw upon or demand the Bond, or a portion thereof, to pay the Decommissioning Costs.

- (b) **Abandonment.** If the Project does not generate at least 25,000 kWh of electric energy during any period of twelve (12) consecutive months ("**Minimum Generation**") it will be presumed to have been abandoned and/or is obsolete/uneconomic upon written notice thereafter by the Township to DTE ("**Project Abandonment Notice**"). If the Project generates the Minimum Generation at any time during those twelve (12) consecutive months, it shall not be subject to a Project Abandonment Notice. Within thirty (30) days of receiving a Project Abandonment Notice, DTE may give written notice to the Township ("**Project Compliance Notice**") that:
- (i) DTE will cause the Project to resume Minimum Generation within sixty (60) days of receipt of the Project Abandonment Notice; or
 - (ii) DTE will not resume Minimum Generation from Project within the sixty (60) day period, but is diligently pursuing all repair and maintenance activities necessary to resume Minimum Generation from the Project as soon as reasonably practicable, but not later than twelve (12) months from the date the Project Abandonment Notice was mailed to DTE, provided that this period will be extended due to a Force Majeure Event; or
 - (iii) The interruption in Minimum Generation from the Project is the result of DTE's compliance with a governmental or Michigan Public Service Commission ("**MPSC**") order, and DTE will resume Minimum Generation from the Project as soon as reasonably practicable, but not later than twelve (12) months from the governmental or MPSC order authorizing resumption of Minimum Generation, provided that this period will be extended due to a Force Majeure Event; or
 - (iv) The interruption in Minimum Generation from the Project is the result of a Force Majeure Event, and after the occurrence of a Force Majeure Event, DTE diligently pursues any activities necessary to resume Minimum Generation as soon as reasonably practicable, but not later than twelve (12) months after the conclusion of the Force Majeure Event, provided that this period will be extended due to a Force Majeure Event. As used herein, "Force Majeure Event" means acts of God, terrorists, cyber or electromagnetic attacks/interference, floods, earthquakes, hurricanes or tornados or other severe weather, governmental acts which interfere with or prohibit Minimum Generation, economic depression or severe recession, war, riots, labor disputes and/or shortages, inability to obtain materials or other events outside of DTE's reasonable control.

If DTE provides the Township a Project Compliance Notice pursuant to clauses (b)(i), (b)(ii), (b)(iii), or (b)(iv) of this Section, the Project Compliance Notice must set forth

a date ("**Resumption Date**") when Minimum Generation will resume on or before the time periods specified in clauses (b)(i), (b)(ii), (b)(iii) or (b)(iv), and provide supporting documentation showing the cause of the disruption of Minimum Generation and the steps being taken by DTE to resume Minimum Generation. DTE may extend this Resumption Date by providing written supporting documentation showing the continuing cause of disruption and DTE's reasonable and diligent efforts to overcome such disruption and resume the Minimum Generation.

DTE will have no obligation to decommission the Project subject to the Township's Project Abandonment Notice if the Project resumes Minimum Generation as specified in DTE's Project Compliance Notice by the Resumption Date, as may be extended, in which case the Township's Project Abandonment Notice shall no longer be effective.

In order to enforce the provisions of this Section 5, for as long as the Project continues to operate, DTE will provide the Township written reports each year showing for the immediately preceding consecutive twelve (12) month period whether the Project met the Minimum Generation. DTE shall expressly note in an annual report the Project did not meet the Minimum Generation, and the length of time for the same.

A "**Decommissioning Surety Bond Event**" shall occur if:

- DTE fails to give a Project Compliance Notice within thirty (30) days of receiving a Project Abandonment Notice and fails to decommission the Project within 170 days of receiving a Project Abandonment Notice; or
- DTE timely provides a Project Compliance Notice pursuant to clause (b)(i) of this Section, but does not resume Minimum Generation within sixty (60) days and does not decommission the Project within 170 days of receiving a Project Abandonment Notice; or
- DTE timely provides a Project Compliance Notice pursuant to clause (b)(ii) of this Section, but does not resume Minimum Generation of the Project within twelve (12) months of receiving a Project Abandonment Notice (or such longer period allowed under clause (b)(ii)) and does not decommission the Project within 170 days of receiving a Project Abandonment Notice; or
- DTE timely provides a Project Compliance Notice pursuant to clause (b)(iii) of this Section, but does not resume Minimum Generation of the Project within twelve (12) months of the governmental or MPSC order authorizing resumption of Minimum Generation (or such longer period allowed under clause (b)(iii)) and does not decommission the Project within 170 days of receiving a Project Abandonment Notice; or
- DTE timely provides a Project Compliance Notice pursuant to clause (b)(iv) of this Section but does not resume Minimum Generation or decommission the Project

within 170 days after the conclusion of the Force Majeure Event (or such longer period allowed under clause (b)(iv)).

The Township will provide written notice to DTE of the occurrence of the Decommissioning Surety Bond Event ("**Notice of Claim**"). Sixty (60) days after the Township provides DTE a Notice of Claim, the Township may begin decommissioning the Project and may submit a claim to the Surety for payment or reimbursement from the Bond for the cost of decommissioning.

- (c) **Access Rights.** On the occurrence of a Decommissioning Surety Bond Event and after being provided a Notice of Claim as described immediately above, DTE will grant the Township, as an invitee or assignee of DTE and subject to DTE's rights and obligations under the relevant Participating Property agreements, permission to enter upon the Participating Properties and decommission the Project.

If DTE does not have the authority to grant the Township access to said Participating Properties, DTE will secure access rights for the Township to carry out the decommissioning in a commercially reasonable manner on the Participating Properties.

6. **Bond Claims and Disbursements.**

- (a) **Township Claims.** On or after the tenth (10th) business day following service of a Notice of Claim to DTE, the Township may submit a claim to the Surety for the payment or reimbursement of the Township's actual costs of decommissioning the Project (the "**Township Claims**"). The Surety shall pay the Township Claims from the Bond, subject to the claim requirements of the Bond (including but not limited to certifying that a Decommissioning Surety Bond Event has occurred and that all required notices have been properly issued and timely served on DTE).
- (b) **DTE Opposition Notice.** Within ten (10) calendar days following the delivery of the Township's Notice of Claim, DTE may provide written notice to Township and the Surety of its intent to oppose the Township's Notice of Claim (the "**DTE Opposition Notice**"). If the Township timely receives the DTE Opposition Notice, the Parties have sixty (60) days (which can be extended in a writing signed by each Party) to negotiate a resolution to a decommissioning issue. Should the Parties not resolve a decommissioning issue within sixty (60) days, the Township may make a demand to the Surety to utilize funds from the Bond related to decommissioning subject to a Decommissioning Surety Bond Event. If any dispute arising from DTE's opposition to the Township's Claims results in litigation or an action from DTE to prevent the Township making a claim to the Surety, then:
- (i) If DTE prevails, each Party shall pay its own costs and expenses in connection with the dispute; and
 - (ii) If the Township prevails, then the Township will be entitled to payment by DTE

or by the Surety of all its costs and reasonable expenses and fees, including reasonable attorney fees incurred by the Township in the dispute, subject to the limitation provided in the Decommissioning Surety Bond.

(c) **Use of Funds.** All funds obtained by the Township under this Agreement will be used solely for the expense of decommissioning the Project and expenses related thereto (including, but not limited to, litigation expenses, attorney fees and expert fees) or enforcement by the Township consistent with the continuing enforcement obligation. Any funds disbursed to the Township under this Agreement that remain after the complete decommissioning of the entire Project shall be promptly returned to the Surety.

7. **Bond Termination.** Except as provided below, this Agreement will terminate and any Bond will be terminated or cancelled if the entire Project has been decommissioned by DTE in accordance with this Agreement. Notwithstanding the above, if the Township has decommissioned the Project or any portion thereof and there remains any unpaid Township Claims, then this Agreement and the Bond will survive with respect to the resolution of such unpaid Township Claims and shall terminate upon their resolution. As soon as any such dispute is resolved, by mutual agreement of the parties or by a final order of a court of competent jurisdiction (or another body, entity, or person with jurisdiction and authority to resolve the dispute), the Surety will disburse such amounts to:

- The Party or Parties determined by the court (or another body, entity, or person with jurisdiction and authority to resolve the dispute) to be entitled thereto; or
- The Township, if entitled to payment under the terms of this Agreement; or
- The Parties in accordance with the mutual agreement of the Parties.

The Surety shall disburse such amounts as promptly as practicable, and any remaining Bond shall be cancelled and released or terminated.

8. **Notices.** All communications made under this Agreement shall be in writing and will be deemed duly given and received:

- (a) Upon delivery, if delivered personally, or upon confirmed receipt, if by email;
- (b) On the next business day if sent by overnight courier; or
- (c) Two (2) business days after mailing if mailed by prepaid certified mail, return receipt requested, to the appropriate notice address.

The current addresses, telephone numbers and email addresses for notice to the Surety, the Parties and their representatives are set forth below. The Surety or Parties may provide each other changes to such notice information in writing by registered mail, return receipt

requested.

If to DTE:

DTE Electric Company
Director of Renewables
One Energy Plaza
12th Floor
Detroit, MI 48226

With copy to:

Office of General Counsel
One Energy Plaza, 1635 WCB
Detroit, MI 48226

If to the Township:

Township Clerk and Township Supervisor
1495 W Monroe Road
Saint Louis, Michigan 48880
Email: clerk@pinerivermi.gov and
supervisor@pinerivermi.gov
Phone: (989) 681-5523

With copy to:

Fahey Schultz Burzych Rhodes PLC
ATTN: Kyle O'Meara
4151 Okemos Road
Okemos, MI 48864
Tel: 517-381-0100
Email: komeara@fsbriaw.com

If to the Surety:

To such name and address as the Surety furnishes
to the Parties in writing.

9. **Assignment.** DTE may assign its rights and obligations under this Agreement (as collateral security or otherwise) for (a) financing purposes or (b) a person or entity acquiring all or substantially all of the assets relating to the Project who agrees to be bound by all terms and conditions of this Agreement. DTE shall provide written notice to the Township within thirty (30) days following any assignment. This Agreement shall bind DTE and its successors and assigns.

10. **Future Obligations.** The Parties acknowledge and agree that (a) appropriation of funds by the Township is a governmental function that the Township cannot contractually commit itself in advance to perform; (b) the Township's obligations under this Agreement will not constitute a general obligation of the Township; and (c) the Township's obligations under this Agreement will not constitute either a pledge of the full faith and credit or the taxing power of the Township.

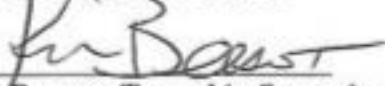
11. Miscellaneous.

- (a) **Amendment, Waiver, and Integration.** This document is the entire agreement between the Parties. It supersedes any promises or agreement that the Parties might have discussed or made to each other in relation to its subject, but which were not placed in this Agreement. Neither this Agreement nor any provision of this Agreement can be modified or waived in any way, except by an agreement in writing signed by each of the Parties. Non-enforcement of any provision of this Agreement by either Party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- (b) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the parties to this Agreement may be transmitted by facsimile, and such signatures will be deemed to be the original signature of such party whose signature it reproduces and will be binding upon such party.
- (c) **Choice of Law.** This Agreement is to be governed by the laws of the State of Michigan, and any dispute arising out of this Agreement shall be litigated, if at all, in the courts of Gratiot County. Each Party irrevocably waives any objection on the grounds of *venue*, *forum non- conveniens* or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the 29th Circuit Court of Gratiot County, Michigan. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding relating to this Agreement.
- (d) **Headings.** The headings used in this Agreement have been used for the convenience of the parties and are not to be used in interpreting this Agreement.
- (e) **Severability.** Any provision of this Agreement held to be void or unenforceable will not affect the validity of its remaining provision.
- (f) **Negotiated Agreement.** This Agreement results from negotiations between the parties, and the rule of construction that a contract is to be construed against its drafters is not applicable.

The Parties have executed this Agreement as of the Effective Date.

SIGNATURES FOLLOW ON NEXT PAGE BELOW

PINE RIVER TOWNSHIP

By: 
Kevin Beeson, Township Supervisor

Its: Supervisor

Dated: June 20, 2023

DTE ELECTRIC COMPANY

By: _____
[Name]

Its: _____

Dated: _____, 2023

DTE COUNSEL REPRESENTATION

_____, as counsel for DTE Electric Company ("DTE"), represents that _____, holding position _____ of DTE, has authority to act upon and bind DTE to the above Decommissioning Agreement and the below Surety Bond.

Date: _____

Print Name: _____

**EXHIBIT A
DECOMMISSIONING PLAN**

EXHIBIT B
DECOMMISSIONING SURETY BOND

KNOW ALL PERSONS BY THESE PRESENTS that DTE Electric Company, a Michigan corporation and authorized to do business in the state of Michigan, as Principal ("Principal"), and Liberty Mutual Insurance Company, a corporation duly organized under the laws of Massachusetts, and licensed to do business in the State of Michigan, as Surety (the "Surety"), are held and firmly bound unto Pine River Township, Michigan, as Obligee (the "Obligee"), in the penal sum of **Six Million Seven Hundred Ninety-Six Thousand Dollars and No Cents (\$6,796,000)** for the payment of which sum we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the above-named Principal has been granted approvals by Pine River Township to construct, maintain, and operate a Large Solar Energy System project (the "Project"), on November 14, 2022 and May 4, 2023 consisting of, among other things solar panel array, racking systems, a perimeter fence, and other associated improvements (collectively the "Permit"), including a Decommissioning Plan, to decommission the Project in strict accordance with the terms of the Permit, the Decommissioning Plan, a Decommissioning Agreement signed by the Principal and Obligee (the "Decommissioning Agreement") and the Pine River Township Zoning Ordinance, as amended (the "Ordinance") (the "Decommissioning Obligations"); and

WHEREAS, a demand has been made upon the Principal for security under the terms of the Permits, the Ordinance and the Decommissioning Agreement to completely satisfy the Decommissioning Obligations; and

WHEREAS, the Principal has chosen to post this Decommissioning Surety Bond as a guarantee that the Decommissioning Obligations will be completed as required by the terms of the Permits, the Decommissioning Plan, the Ordinance, and the Decommissioning Agreement; and

WHEREAS, the Surety and its successors and assigns agree to guarantee the Decommissioning Obligations and to indemnify Pine River Township from the failure of the Principal to complete the Decommissioning Obligations in conformity with the terms of the Permits, the Decommissioning Plan, the Ordinance and the Decommissioning Agreement; and

WHEREAS, the Surety, as part of the Decommissioning Obligations secured by this Bond, agrees there shall be included costs and reasonable expenses and fees, including reasonable attorney fees, incurred by the Obligee, in successfully enforcing such Decommissioning Obligations against the Surety, all to be taxed as costs and included in any judgment rendered; provided, however, that Surety's undertaking in regard to such costs and reasonable expenses and fees is limited to the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) (as adjusted in Section 4(b) of the Decommissioning Agreement) in addition to the penal sum above; and

WHEREAS, the Decommissioning Obligations guaranteed by this Decommissioning Surety Bond shall be in effect for all land on which Principal's Project is constructed within Pine River Township or upon which the Project will be constructed, operated, and conducted.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS that, if the Principal faithfully completes all the Decommissioning Obligations set forth in the Decommissioning Plan and the Decommissioning Agreement, then this Bond shall be void; otherwise, it shall remain in full force and effect: (a) beginning on the date of the approval and issuance of the Permits, and extending until all Decommissioning Obligations have been completed to the satisfaction of the Oblige; or (b) the Surety may cancel this bond by giving at least 60 days advance written notice to the Oblige, by certified or registered mail. Such notice shall not discharge the liability of the Surety for any default prior to the effective termination date. If the Principal fails to provide the Oblige with a replacement bond, letter of credit, or any other security in an equal amount and in a form acceptable to the Oblige 30 days prior to the effective termination date of the bond, the Surety shall either rescind its cancellation notice by registered or certified mail, or pay the Oblige the penal sum of the bond less any amounts previously paid hereunder by the Surety or Principal.

The amount of the Surety's liability may be adjusted under Section 4(b) of the Decommissioning Agreement. If the penal sum of this Bond requires adjustment, it shall be by use of an Increase/Decrease Rider.

In no event shall the Surety's aggregate liability under this bond exceed the bond penalty amount stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Permits or the Decommissioning Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Permits or the Decommissioning Agreement or to the work or to the specifications.

The Surety will give prompt notice to the Principal and the Oblige of any notice received or action filed alleging the insolvency or bankruptcy of the Surety or alleging any violations of regulatory requirements which could result in suspension or revocation of the Surety's license to do business in Michigan (not including technical violations of regulatory requirements). In the event the Surety becomes unable to fulfill its obligations under this Bond for any reason, notice shall be given immediately to the Principal and the Oblige. Upon the incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its authority to operate and do business in Michigan, the Principal shall be deemed to be without bond coverage in violation of the Permits, the Decommissioning Agreement and the Ordinance, and subject to enforcement actions.

IN WITNESS THEREOF, the Principal and Surety have hereunto set their signatures and seals as of this 4th day of May, 2023.

DTE Electric Company

(Seal)

Principal

By: Timothy Lepczyk
Name: Timothy J. Lepczyk
Title: Assistant Treasurer

Attest: Gary R. Wight

ACKNOWLEDGMENT OF PRINCIPAL

On this 4th day of May, 2023, before me, Timothy Lepczyk, the Assistant Treasurer of DTE Electric Company, personally appeared, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument DTE Electric Company, executed the instrument.

Karen Vuoinen
Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____



IN WITNESS THEREOF, the Surety has hereunto set their signatures and seals as of this 29th day of April, 2023.

Liberty Mutual Insurance Company
Surety

(Seal)

By: Cynthia McCaffrey
Name: Cynthia McCaffrey
Title: Attorney-in-Fact

Attest: Sarah Vainola
Witness

ACKNOWLEDGMENT OF SURETY

State of Michigan
County of Macomb

On this 29th day of April 2023, before me, Cynthia McCaffrey, the Attorney-in-Fact of Liberty Mutual Insurance Company, personally appeared, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his/her authorized capacity, and that by her signature on the instrument, executed the instrument; that she knows the corporate seal of said corporation, Liberty Mutual Insurance Company, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of said corporation and by authority of this office under the resolutions thereof.

Leah Rix 04/29/2023

State of Michigan County of Macomb
Subscribed and sworn to (or affirmed) before me
this 29 day of April, 2023
by Leah Rix
Leah Rix Notary Public
My Commission Expires 05/13/2026

Leah Rix
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires 05/13/2026
Acting In the County of Macomb

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8001170

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cynthia McCaffrey

all of the city of Stirling Heights, state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed hereto this 2nd day of February, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA 99
COUNTY OF MONTGOMERY

On this 2nd day of February, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of April, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



PINE RIVER TOWNSHIP HALL
1495 W MONROE RD
SAINT LOUIS, MICHIGAN 48880

www.pinerivermi.gov

PHONE: (989) 681-5523

June 26, 2023

To: Michigan Department of Treasury

I am writing to confirm that Pine River Township (MunCode #29-1120) is applying for \$10,000 through the MI Fire Equipment Grant Program Application Program pursuant to PA 166 of 2022.

My signature is authorized by a unanimous vote of the Board of Trustees at its June 20, 2023 meeting

This letter certifies that two Fire Authorities provide primary coverage to Pine River Township. It is our intent that 50% of the \$10,000 potentially available to the township for the grant program be allocated to the Mid-Michigan Community Fire Control Board, and the remaining 50% be allocated to the Alma District Fire Department

We are member-owners of the Mid-Michigan Community Fire Control Board (DBA St. Louis Area Fire Department) and receive fire services from that authority. We are also member-owners of the Alma District Fire Department and receive fire services from that agency.

The Township and our Fire Departments appreciate this opportunity and thank you for your time and consideration. Should you have questions or concerns, I can be reached at my direct number (989) 859-1754.

Sincerely,

A handwritten signature in black ink that reads "Kevin D. Beeson".

Kevin D. Beeson, Supervisor
Pine River Township

Cc: Andi Whitmore, Twp Clerk
Bill Coty, SLAFD Chief
Mark Williams, ADFD Public Safety Director