

PINE RIVER TOWNSHIP

Gratiot County, Michigan

February 17, 2026 7:00 pm

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
 - a. January 20, 2026
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. Establish Board of Review Dates- 3/9/2026 (3 pm-9 pm) & 3/10/2026 (9 am- 3 pm)
 - b. Establish Public Hearing Date for Budget- March 16, 2026
 - c. Resolution 2026-01 Adopt 2026 Poverty Exemption Guidelines
 - d. Granger Community Clean Up Agreement- May 2, 2026
 - e. Adopt Pine River Township Principles of Governance
 - f. DTE BESS Decommissioning & Indemnification Agreement
10. Announcements and Upcoming Meetings
 - a. Board of Review Organization Meeting- March 3, 2026 (8 am)
 - b. Board of Review- March 11th & 12th
 - c. Next Board Meeting – March 17, 2025
11. Adjournment

MINUTES OF THE PINE RIVER TOWNSHIP BOARD
MONTHLY MEETING
FEBRUARY 17, 2026

- 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 to the Flag: The Board and the Public said the Pledge to the flag.
- 3) Roll Call: Best: present; Moeggenborg: present; Beeson: present; Whitmore: present; Baker: present. (5) Board members present, (0) absent.
- 4) Public Comments:
 - a) No comment
- 5) Approve the Agenda:
 - a) Motion made by Moeggenborg: second by Best: to approve the Agenda as presented. All present Board members approved. Motion carried 5-0.
- 6) Approval of Minutes:
 - a) Motion made by Best: second by Baker: to approve the Minutes of the regular meeting of January 20, 2026. All present Board members approved. Motion carried 5-0.
- 7) Approval to Pay Bills:
 - a) Motion made by Baker: second by Best: to approve the payment of bills for the total \$46,759.38. All present Board members approved. 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: report placed on file.
 - d) Assessor Report: no report
 - e) Fire Services: Beeson reported that two firetrucks have been delivered to Alma and St. Louis
- 9) Business before the Board:
 - a) Establish Board of Review Dates
 - i) Motion made by Best: second by Moeggenborg: to approve Board of Review Dates of 3/9/26 (3:00PM-9:00PM) and 3/10/26 (9:00AM-3:00PM). All present Board members approved. Motion carried 5-0.
 - b) Establish Public Hearing Date for Budget
 - i) Motion made by Baker: second by Best: to approve the Budget Hearing for March 17, 2026. All present Board members approved. Motion carried 5-0.
 - c) Resolution 2026-01 – Adopt 2026 Poverty Exemption Guidelines
 - i) Motion made by Moeggenborg: second by Best: to adopt the Poverty Exemption Guidelines for 2026 as presented. Roll Call vote: Baker: yes; Whitmore: yes; Beeson: yes; Moeggenborg: yes; Best: yes. All present Board members approved. Motion carried 5-0.
 - d) Granger Community Clean Up Agreement
 - i) Motion made by Moeggenborg: second by Baker: to approve May 2, 2026, as the Clean Up date and contract with Granger. All present Board members approved. Motion carried 5-0.
 - e) Adopt Pine River Township Principles of Governance
 - i) Motion made by Moeggenborg: second by Baker: to Township Principles and Governance as presented. All present Board members approved. Motion carried 5-0.
 - f) DTE BESS Decommissioning & Indemnification Agreement
 - i) Motion made by Moeggenborg: second by Baker: to approve the Decommissioning and Indemnification Agreement as presented. All present Board members voted; Best abstained. Motion carried 4-0.

10) Announcements and Upcoming Meetings

- a) Next Board Meeting – March 17, 2026
- b) Board of Review – March 9 and 10, 2026
- c) Board of Review Organization Meeting – March 3, 2026 (8:00AM)

11) Adjournment:

- a) Motion made by Whitmore: second by Baker: to adjourn the meeting at 7:40PM. All present Board members approved. Motion carried 5-0.

Submitted by Andi Whitmore, Clerk

PINE RIVER TOWNSHIP, GRATIOT COUNTY

RESOLUTON ADOPTING POVERTY EXEMPTION GUIDLEINES

RESOLUTION NO. 2026-01

At a duly scheduled meeting of the Township Board of Pine River Township, Gratiot County, Michigan, held at the Township Hall, 1495 W. Monroe Rd., St. Louis, MI 48880 on the 17th day of January 2026, at 7:00 p.m.

PRESENT: Best, Mueggenborg, Beeson, Whitmore, Baker

ABSENT: Ø

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

WHEREAS, the adoption of guidelines for poverty exemptions is required of the Pine River Township Board; and

WHEREAS, the principle residence of persons, who the Supervisor/Assessor and Board of Review determines by reasons of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or part from taxation under Public Act 390, 1994 (MCL211.7u); and

WHEREAS, pursuant to PA 390, 1994, Pine River Township, Gratiot County, Michigan adopts the following guidelines for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year.

To be eligible, a person shall do all of the following on an annual basis:

- 1) Be an owner or and occupy as a homestead property for which an exemption is requested.
- 2) File Form 5737 Application for MCL 211.7u Poverty Exemption.
- 3) File Form 5739 Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty.
- 4) File all required additional documentation (such as federal/state income tax returns, including any property tax credit returns filed in the immediately preceding year or in the current year, with the supervisor or board of review.
- 5) Produce a valid drivers' license or other form of identification if requested.
- 6) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if requested.
- 7) Meet the federal poverty income standards as defined annually by the United States Office of Management and Budget.
- 8) The application for an exemption shall be filed after January 1, but before the day prior to the last day of the board of review.
- 9) The property in question contains enough acreage that at least one or more buildable lots could be split from the main parcel under the land division act, the township will count

the value of any additional parcel that could be split when calculating the applicant's total assets.

10) Total assets shall not be more than \$30,000.00.

11) Fixed assets shall be limited to one house and one vehicle for the claimant and no house and one vehicle for each adult person residing with claimant.

The following are the federal poverty income guidelines which are updated annually by the United States Department of Health and Human Services. The annual allowable income includes income for all persons residing in the principal residence.

Federal Poverty Guidelines for 2026 Assessments

Size of Family Unit	Poverty Guidelines
1	\$15,650
2	\$21,150
3	\$26,650
4	\$32,150
5	\$37,650
6	\$43,150
7	\$48,650
8	\$54,150
For each additional Person	\$5,500

NOW, THEREFORE, BE IT HEREBY RESOLVED that the supervisor/assessor and Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption.

ADOPTED.

YEAS: Best, Moeggenberg, Beeson, Whitmore, Baker

NAYS: Ø

ABSENT/ABSTAIN: Ø

RESOLUTION DECLARED ADOPTED

Kevin Beeson

Kevin Beeson, Pine River Township Supervisor

CERTIFICATION

STATE OF MICHIGAN)
) ss
COUNTY OF GRATIOT)

I, the undersigned, the duly qualified and acting Clerk of the Township of Pine River, Gratiot County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted at a duly scheduled meeting of the Township Board on the 17th day of February 2026.



Andi Whitmore, Pine River Township Clerk

Pine River Township

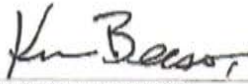
Principles of Governance

To maintain the highest standards and traditions of Michigan townships, we embrace these principles to guide our stewardship, deliberations and constituent services as we commit to safeguard our community's health, safety and general welfare.

We pledge to:

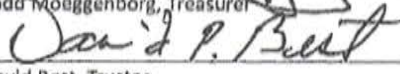
- Insist on the highest standards of ethical conduct by all who act on behalf of this township
- Bring credit, honor and dignity to our public offices through collegial board deliberations and diligent, appropriate responses to constituent concerns
- Actively pursue education and knowledge, and embrace best practices
- Treat all persons with dignity, respect and impartiality, without prejudice or discrimination
- Practice openness and transparency in our decisions and actions
- Cooperate in all reasonable ways with other governmental entities and consider the impact our decisions may have outside our township's borders
- Communicate to the public township issues, challenges and successes, and welcome the active involvement of stakeholders to further the township's well-being
- Strive for compliance with all state and federal statutory requirements
- Refuse to participate in any decisions or activities for personal gain, at the expense of the best interests of the township
- Further the understanding of the obligations and responsibilities of American citizenship, democratic government and freedom

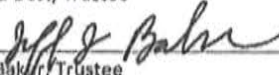
These principles we pledge to our township, our state and our country.


Kevin Beeson, Supervisor


Andrea Whitmore, Clerk


Todd Moeggenborg, Treasurer


David Best, Trustee


Jeff Baker, Trustee

February 17, 2026
Date



ENERGY STORAGE FACILITY DECOMMISSIONING AGREEMENT

PINE RIVER ENERGY CENTER

This Energy Storage Facility Decommissioning Agreement ("**Agreement**") entered into on February 17, 2026 ("**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 December 17, 2025, the Township approved a special land use permit and corresponding site plan subject to conditions authorizing DTE to construct and operate a Energy Storage Facility commonly known as the "Pine River Energy Center" (the "**Project**") under the Township Zoning Ordinance (the "**Ordinance**") and as more specified in Township Planning Commission Resolution 2025-12-17-25 (the "**Resolution**") (Ordinance, Resolution, and all zoning requirements associated with the Project 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 (E)(3).
- 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. The approximate anticipated life of the Project before decommissioning is 20 years.
2. **Decommissioning Obligations**. DTE shall satisfy all decommissioning requirements contained in its submitted Decommissioning Plan attached as **Exhibit A**, the Requirements, and this Agreement. 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) Physical removal of all structures, equipment, security barriers, concrete, and transmission lines (including underground lines) from the site. Underground components shall be removed completely and disposed of outside of the Township. Hazardous waste

shall be disposed of in accordance with local, state and federal waste disposal regulations.

- (b) Stabilization or re-vegetation of the site as necessary to minimize erosion and to return the site to a substantially similar condition compared to after development of the Project.

Should DTE obtain future zoning approvals or otherwise have lawful future agreements with the Township that may supersede or alter the above Decommissioning Obligations, such permissions shall control over the above.

- 3. **Additional Decommissioning Obligations.** Decommissioning of the Project shall also include the following additional Decommissioning Obligations, if required by DTE's agreements with any applicable Participating Properties (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 **Three Million Four Hundred Seventy-Six Thousand Three Hundred Ninety-Six Dollars and No Cents (\$3,476,396)**. 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 engineering 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 may enter into agreements with owners of the lands on which the battery containers and other components of the Project will be located (the "**Participating Properties**"). Under any such agreements, DTE may be 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 in this Agreement and any, if applicable, 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 absorb, store, or discharge any electric energy

during any period of eighteen (18) 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 eighteen (18) 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 upon request each year showing for the immediately preceding consecutive eighteen (18) month period whether the Project met the Minimum Generation. DTE shall expressly note in any report whether the Project did or 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 150 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 150 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 150 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 150 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 150 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. Notwithstanding any terms of this Agreement, the Township shall be able to provide reasonable extensions to DTE or any future Project owner or operator to self-decommission the Project in lieu of submitting a claim to the Surety. The Township providing any reasonable extension for voluntary owner or operator decommissioning shall not waive the Township's rights to submit claims to the Surety under this Agreement.

- (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 any relevant Participating Property agreements, permission to enter upon the Participating Properties or other appropriate lands to decommission the Project.

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

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@fsbrlaw.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.

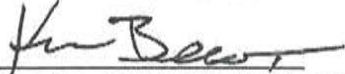
11. **Miscellaneous.**

- (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. By signing this Agreement, the respective individual(s) represent and warrant that they have requisite authority from their respective organizations to have such organizations be bound to by the terms of the Agreement.

SIGNATURES FOLLOW ON NEXT PAGE BELOW

PINE RIVER TOWNSHIP

By: 
Kevin Beeson, Township Supervisor

Its: Supervisor

Dated: February 17, 2026

DTE ELECTRIC COMPANY

By: _____
[Name]

Its: _____

Dated: _____, 2026

**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 Pine River Township, a corporation duly organized under the laws of Michigan 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 **Three Million Four Hundred Seventy-Six Thousand Three Hundred Ninety-Six Dollars and No Cents (\$3,476,396)** 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 zoning approvals subject to conditions by Pine River Township on December 17, 2025, authorizing DTE to construct and operate a Energy Storage Facility ("**Project**") commonly known as the "**Pine River Energy Center**" (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 ____ day of _____, 2026.

DTE Electric Company
Principal

(Seal)

By: _____ Attest: _____
Name:
Title:

ACKNOWLEDGMENT OF PRINCIPAL

On this ___ day of _____, 2026, before me, _____, the _____ 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.

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

[X] (Seal)
Surety

By: _____ Attest: _____
Name: [NAME] [X], Witness
Title: Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY

State of [STATE]
County of [County]

On this ___ day of [MONTH] 2026, before me, [NAME], the Attorney-in-Fact of [Surety 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, [Surety Company] executed the instrument; that he/she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he/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.

[Name], Notary Public
State of [State], County of [County]
My Commission Expires: [Date]
Acting in the County of [County]

INDEMNITY AGREEMENT

This Agreement is made and entered into effective the ____ day of October, 2025, ("Effective Date"), by and between DTE ELECTRIC COMPANY ("DTE"), a Michigan corporation, with offices at One Energy Plaza, Detroit, Michigan, 48226 and Pine River Township (the "Township"), a general law Township of 1495 W. Monroe Road, Saint Louis, MI 48880. DTE and the Township are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WHEREAS, on December 18th, 2025, the Township approved a Special Use Permit authorizing DTE to install and maintain a battery energy storage system ("BESS") named the Pine River Energy Center in the Township (the "Project").

WHEREAS, the special use permit requires DTE to enter into an indemnification agreement with the Township in an amount not to exceed \$15,000,000.00.

WHEREAS, in full satisfaction of the indemnification requirement, DTE agrees to indemnify the Township as provided herein.

NOW THEREFORE, for and in consideration of the mutual promises contained herein and the benefits to be derived therefrom, the Parties agree as follows:

1. Term. The Term of this Agreement shall commence on the Effective Date and continue until the decommissioning bond or other financial security for decommissioning of all aspects of the BESS installed in the Township has been released by resolution of the Township Board or other operation of law (the "Release"). This Agreement shall automatically terminate upon the Release; however, the terms of this Agreement shall survive and control the resolution of all claims raised after such Release occurs, which claims otherwise would be controlled and governed by this Agreement based upon facts having occurred prior to the Release.

2. Indemnity. Subject to Sections 3 and 4 of this Agreement, DTE agrees to defend, indemnify, and hold harmless the Township, its trustees, officers, employees, and agents (collectively, "Township Indemnitees"), from and against any losses, claims, actions, liabilities, damages, settlements, judgments, deficiencies, penalties, fines, costs, or expenses, including attorneys' fees (collectively, "Losses") directly or indirectly arising from or attributable to any third-party claim of any nature, including, but not limited to, bodily injury, death, or damage to real or personal property to the extent caused, in whole or in part, by the operation, construction, maintenance, or decommissioning of the solar facility and any related components, or any negligent or more culpable acts or omissions attributable to DTE or its contractors, employees, or agents in an amount not to exceed \$15,000,000.00, per event occurring prior to Release, exclusive of attorney's fees and costs related to the defense of the Township.

3. Limitations. Notwithstanding anything to the contrary in this Agreement, DTE is not obligated to defend, indemnify, or hold harmless Township Indemnitees against any Losses to the extent such Losses arise out of or result from, in whole or in part, the Township's or any Township Indemnitee's gross negligence or more culpable act or omission.

4. Procedures. To invoke the rights of any Township Indemnitee under this Agreement, the Township shall promptly give DTE written notice of any Losses or discovery of facts on which the Township intends to base a request for indemnification. Each such notice must contain a description of the third-party claim and the nature and amount of the related Losses (to the extent that the nature and amount of the Losses are known at the time). The Township shall promptly furnish to DTE copies of all papers and official documents received with respect to any Losses. The Township and each Township Indemnitee agrees to: (i) allow DTE to undertake, conduct, and control, through counsel of its own choosing, the defense, appeal or settlement of any third-party claim as it relates to the acts or omissions of DTE or its contractors, employees, or agents; (ii) cooperate with DTE and its chosen counsel in the defense of any claim or liability and any related settlement negotiations; and (iii) refrain from settling any claim or liability without the prior written consent of DTE. DTE agrees to obtain the Township's prior approval, which shall not be unreasonably withheld, before entering into any proposed settlement. Moreover, upon written notice to DTE, the Township may choose to waive or immediately terminate DTE's indemnification of the Township related to any legal action under this Agreement and obtain its own legal counsel at its own cost for its own defense. If the Township assumes its own defense and terminates DTE's indemnification for any Losses using the process above: (1) DTE has no obligation to reimburse the Township for any Losses or attorney's fees associated with any action that the Township decides to defend and/or settle on its own; and (2) the Township shall not settle any claims on behalf of DTE. Notwithstanding any other provision in this Agreement, DTE shall not be liable for any Losses if the Township fails to comply with the procedures set forth under this Section 4.

5. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid); facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid).

If to the Township:

Township Supervisor

with a copy to:

If to DTE:

Manager, Renewable Development
One Energy Plaza, 21st Floor
Detroit, MI, 48226
Attn: Director of Renewables

with a copy to:

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

6. Successors; Assignment. The terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties. DTE may assign this Agreement to an affiliated entity (e.g. a subsidiary of DTE) upon written notice to the Township. If DTE desires to assign this Agreement to an unaffiliated entity (e.g. a corporate entity not controlled by DTE), such an assignment will require approval of the Township expressed in a resolution of the Township Board.

7. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of governmental immunity or other defenses to liability available to either the Township or any officer or employee of the Township.

8. Authority to Bind. Each Party to this Agreement represents and warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions provided in this Agreement have been duly authorized by all necessary action of the respective Party and that the officer executing this Agreement on its behalf has the full capacity to bind that Party.

9. Applicable Law. The Parties expressly agree that all the terms and provisions hereof shall be governed by and construed under the laws of the State of Michigan.

10. Entire Agreement. This Agreement is executed in satisfaction of the Indemnification Condition and supersedes all prior oral agreements among the Parties with regard to the subject matter hereof. This Agreement represents the entire understanding among the Parties regarding same, making all other representations null and void. No modification, alteration, amendment or waiver of any provision of this Agreement shall be binding upon the Parties unless evidenced by a writing signed by all Parties hereto.

11. Severability. If any part of this Agreement is held to be invalid or unenforceable, the remaining provisions shall be enforceable to the maximum extent permitted by law, provided that such remaining provisions effectuate fully the intent of the Parties as manifested herein.

12. Drafting of Agreement. In the event a dispute arises between the Parties in a court of law or otherwise as to the meaning or interpretation of this Agreement or the rights and responsibilities of the Parties created hereunder, this Agreement shall be deemed to have been drafted by both Parties.

13. Definition of Terms. Any terms capitalized herein but not otherwise defined shall have the meaning as stated in the Solar Farm Permit.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the Parties. Delivery of an executed counterpart's signature page of this Agreement, by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document.

IN WITNESS WHEREOF, DTE and the Township have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

PINE RIVER TOWNSHIP

DTE ELECTRIC COMPANY

By: Kevin Beeson

By: _____

Name: Kevin Beeson

Name:

Title: Supervisor

Title: