

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 2021, between DTE Electric Company ("DTE"), a Michigan corporation, whose principal address is One Energy Plaza, ____ GO, Detroit, Michigan, 48226 and Pittsfield Charter Township, a Michigan municipal corporation, whose principal address is 6201 W. Michigan Avenue, Ann Arbor, MI 48108-9721 ("Twp"). Each of DTE and Twp may be referred to herein individually as a "Party" or collectively as the "Parties".

R E C I T A L S

WHEREAS, the City of Ann Arbor owns property located in the City of Ann Arbor and the Twp, located at 4250 Platt Rd., Ann Arbor, MI 48014, and more particularly described on the attached Exhibit A (the "Property");

WHEREAS, in conjunction with the City of Ann Arbor and the Twp, DTE is developing an approximately 20 MW solar photovoltaic energy project on the Property which would serve customers in Ann Arbor and Pittsfield Township ("Project") under a contract to be approved by the Michigan Public Service Commission ("Special Contract") which would identify the rates and other subscription terms; and

WHEREAS, the Twp desires to have the option to participate in the generation of energy from the Project as a subscriber under the Special Contract;

WHEREAS, the Parties desire to execute this MOU to clarify the proposed terms to be included in the Special Contract;

THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Special Contract Language.** The Special Contract shall contain the following language:

Twp shall have top priority to exercise the option to subscribe for 85% of the Twp's municipal electrical usage from the Project under the Special Contract¹ ("Twp Option") and shall exercise such subscription within 90 days of approval by the MSPC of the Special Contract. The subscription shall have a minimum term of 5 years and a maximum term equal to the term of the Special Contract. In the event Twp exercises the Twp Option, the subscription shall follow the process identified in the Special Contract.

The Twp's subscription to the Project (85%) and the renewable energy received from the grid (15%) will bring the Twp's municipal total electric usage to 100% renewable energy.

2. **Independent Parties.** This MOU shall not constitute or create a joint venture, partnership or formal business entity of any kind.
3. **Nonbinding MOU.** Nothing in this MOU shall require DTE to construct the Project or provide any generation contemplated under this MOU unless and until the Special Contract is approved by the MPSC as provided herein.
4. **Governing Law.** This MOU shall be governed by the laws of the State of Michigan without application of its choice of law rules. Any disputes regarding this MOU shall be

¹The remaining 15% of the Twp's municipal electrical usage will be attributed to the 15% renewable energy provided to every customer through DTE's compliance with Michigan's Renewable Portfolio Standard (RPS)

heard exclusively in the state or federal courts located in Washtenaw County, Michigan and the Parties consent to the jurisdiction of such courts.

5. **Entire Agreement.** This MOU is an integrated agreement and as such sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements, arrangements, understandings and representations relating to the subject matter hereof, whether oral, written, or electronic.
6. **Amendment and Assignment.** This MOU may be amended or modified only by a written instrument executed by all the Parties. No Party shall assign any of its rights or obligations under this MOU to any third party without the prior written consent of the other Parties.
7. **Third Party Beneficiaries.** Nothing in this MOU is intended or shall be construed to confer any rights or remedies on any person or other entity, other than the Parties, their respective permitted successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be signed by their duly authorized representatives on the date(s) shown below.

DTE Electric Company

Township of Pittsfield

Signature_____

Signature _____

Printed Name_____

Mandy Grewal

Title_____

Supervisor

Date_____

Date_____

Signature _____

Michelle L. Anzaldi

Clerk

Date _____

EXHIBIT A

Property

Legal Description

NE 1/4 SEC 15 T3S R6E EXC LAND S OF R R RT-OF-WAY ALSO EXC NLY 33FT AND
ELY 33 FT FOR RDS ALSO PRT OF NW 1/4 SEC 15 T3S R6E BEG N 1/4 COR SEC 15 TH
S 89 DEG 55 MIN W 809.66 FT TH S 1 DEG 14 MIN E 152.85 FT TH S 87 DEG 37 MIN W
29.59 FT THS S 1 DEG 43 MIN E 1643.88 FT TH N 88 DEG 12 MIN 30 SEC E 807.89 FT TH
NLY TO POB EXC NLY 33 FT FOR RD