

Contract Purchase Agreement : 6006310

Date : 05/02/2024



To :

Company DTE ENERGY
Contact
Address BOX 2859
DETROIT, MI 48260

From :

Company City of Detroit
Contact Eric Cooper
Address 2 WOODWARD AVENUE
STE 1100
DETROIT, MI 48226
UNITED STATES
Phone 1-313-657-2746
Fax
E-mail

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This agreement between the City of Detroit and DTE ENERGY is authorized for binding commitment. This agreement will be effective from **06/20/2024** to **06/30/2054**.

Chief Procurement Officer

Sandra Yu Stahl

Contract Purchase Agreement : 6006310

Date : 05/02/2024



Contract Agreement	6006310
Contract Agreement Date	05/02/2024
Change Order	0
Revision	0
Agreement Amount	0.00 USD

Procurement BU **City of Detroit**
2 WOODWARD AVENUE
STE 1100
DETROIT, MI 48226
UNITED STATES

Supplier **DTE ENERGY**

BOX 2859
DETROIT, MI 48260

Notes USD = US Dollar

Procurement Specialist	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
Eric Cooper	1050411	Net 30	Account of Seller	Delivered	Lowest Cost Carrier
Phone 1-313-657-2746					
Start Date	End Date				
06/20/2024	06/30/2054				

Terms and Conditions :

Please see below for general conditions.

Special Terms :

Contract Purchase Agreement : 6006310

Date : 05/02/2024

TERMS AND CONDITIONS

Last Updated August 26, 2022

Acceptance of this Purchase Order constitutes acceptance of the City of Detroit's Non-Technology General Terms and Conditions or Technology General Terms and Conditions, as applicable. The applicable general terms and conditions are located on the City's website at the URL below:

<https://detroitmi.gov/departments/office-chief-financial-officer/ocfo-divisions/office-contracting-and-procurement/city-general-terms-and-conditions>

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Contract Terms and Conditions

PROCUREMENT POLICY

Procurement for the City of Detroit shall be carried out in a manner which provides a transparent, open, and fair opportunity for all eligible Suppliers to participate. This bid shall be made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise makes a bid or proposal. Suppliers must have a valid contract or Purchase Order with the signature of the Chief Procurement Officer to receive payment for goods or services rendered. Suppliers who perform work without a valid contract or purchase order will not be paid.

QUOTATIONS/PROPOSALS

Suppliers MUST electronically submit the bid quotation/proposal. Failure to submit will be grounds for rejection. In your quotation, a distinction between dollars and cents must be made. Illegible bids may be grounds for rejection of your bid.

RESPONSIBILITIES

The responsibilities under this (proposed) contract are that the City of Detroit is obligated during the period stipulated to purchase all its NORMAL REQUIREMENTS of the above referenced products and/or services from the Supplier, and the Supplier is obligated to supply the quantities and/or services which the City of Detroit requires for its operations. Requirements stated herein are approximate but are for entire normal requirements, whether more or less. Requirements stated are not guaranteed.

COMPLIANCE WITH LAWS AND SECURITY REGULATIONS

The Supplier shall fully comply with and shall require its associates to comply with: (1) federal, state and local laws, ordinances, code(s), regulations and policies applicable to this contract, including, but not limited to, all security regulations in effect from time to time on the City's premises; (2) codes and regulations for materials, belonging to the City or developed in relationship to this project; and (3) with the terms and conditions of the grant, and the requirements of the grantor agencies when grant funds that are specifically related to this Contract are expended.

The Supplier shall indemnify, defend, and hold the City harmless with respect to any damages arising from any violations of applicable laws and regulations by it or its associates. The Supplier shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Supplier shall require, as part of any subcontract that sub-Contractors comply with all applicable laws and regulations. The Supplier shall secure, at no extra cost to the City of Detroit, all Permits and Licenses necessary for the performance of the work and shall fully comply with all their terms and conditions.

EQUAL OPPORTUNITY

It is the policy of the City that women-owned businesses (WBE), minority-owned businesses (MBE), and certified Detroit businesses (DB) have a fair and equal opportunity to participate in the City's purchasing process. Therefore, the City of Detroit strongly encourages D/M/WBEs to compete for contracts, as well as encourage suppliers to hire D/M/WBEs as subcontractors to supply goods and/or services. The City of Detroit supports a robust free market system that seeks to include viable business and provides opportunity for business growth and development.

INSURANCE

The Supplier shall maintain, at a minimum and at its expense during the term of this contract, the following insurance:

- i. Worker's Compensation insurance with Michigan statutory limits and Employer's Liability insurance with limits of \$500,000.00 each accident, \$500,000.00 each disease, \$500,000.00 each employee. For Federal and State Funded Training Programs, the Supplier is required to secure worker's compensation insurance for all of its participants.

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ii. Commercial General Liability insurance with limits of \$1,000,000.00 per occurrence, subject to a minimum aggregate limit of \$2,000,000.00.

iii. Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of \$1,000,000.00. Include MCS90 endorsement (if hazardous waste will be transported by vendor's auto) with minimum property damage limits of \$1,000,000.00 each occurrence.

If during the term of this contract, changed conditions or other pertinent factors, should in the reasonable judgment of the City, render inadequate the insurance limits, the Supplier will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Supplier's expense, under valid and enforceable policies issued by insurers licensed to conduct business in Michigan.

All policies shall name the Supplier as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior notice to the City. The Commercial General Liability insurance policy shall name the "City of Detroit" as an additional insured. Certificates of insurance evidencing such coverage shall be submitted to the Office of Contracting and Procurement prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

SUBMISSION OF ANY REQUIRED BONDS OR INSURANCE

Receipt of bonds and/or insurance is part of the process of determining which Supplier may be recommended for award to the City Council. If cause is found to change the recommendation that a Supplier be awarded the contract, or if the City Council does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

INVOICING

All suppliers must register in the Supplier Portal for invoicing for payment. Invoice submission instructions for Supplier Portal usage can be found on the City of Detroit's website at <http://www.detroitmi.gov/Supplier>. Suppliers are required to be set up for Automatic Clearing House (wireless payments) in order to receive payment.

Invoices Must Meet The Following Conditions For Payment:

All invoices submitted against the contract must include part or item numbers and/or description. The quantity (for goods) and/or the amount (for services) must correlate to the price listed on the contract or purchase order.

Invoicing for goods and/or services should only be entered in the Supplier Portal after they have been shipped. Invoicing before is prohibited and will result in the delay in payment. Failure to comply is considered non-compliant to the terms of your contract or purchase order.

Timely submission of invoices will result in timely payments.

Questions should be directed to procurementinthecloud@detroitmi.gov.

PROTECTION OF WORK, PERSONS, AND PROPERTY

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During performance and up to the date of final acceptance, the Supplier shall be under absolute obligation to protect the finished and unfinished work against any damage, loss or injury. The Supplier shall take all reasonable precautions to protect the persons and property of the City from damage, loss or injury during performance under this contract.

CLEARANCES

The successful Supplier will be required to obtain approved clearances from the Income Tax Division, Revenue Collections Division and Human Rights Department prior to City Council approval of the contract. Clearance forms for these agencies can be found in the Oracle Fusion system. It is the Supplier's responsibility to obtain and maintain clearances. Approved clearances are not required to submit the bid, but will be required of the successful Supplier prior to City Council approval.

NON-DISCRIMINATION CLAUSE

In accordance with all Federal and State Legislation and Regulations governing Fair Employment, including, but not limited to, Title VII of the Civil Rights Act of 1964 the Michigan Civil Rights Act and the Michigan Handicappers Civil Rights Act, the Supplier agrees that it will not discriminate against employees or applicants for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the ability of the individual to perform the duties of a particular assignment or position. The Supplier recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against the Supplier or its sub-Contractors, or both, in order to provide for efficient cooperation and coordination in the handling of Contract compliance programs as provided in the Elliott-Larsen Civil Rights Act, as amended, and the Michigan Handicappers Civil Rights Act, as amended. The Detroit Human Rights Department, The Detroit Human Rights Commission, the Michigan Department of Civil Rights and the Michigan Civil Rights Commission by mutual agreement, have authorized the Detroit Human Rights Department in a contract compliance program to monitor all Suppliers doing business with the City and to review the employment practices of Suppliers seeking to do business with the City prior to entering into a contract so that the mandates of Section 209 of the Michigan Civil Rights Act are carried out. The Supplier agrees to include this paragraph number 3 in any subcontract. Breach of this covenant may be regarded as a material breach of the contract.

UNIT PRICES, NOTATIONS, AND WORKMANSHIP

Prices and notations must be typed or in ink. Prices shall be for new items only unless specified otherwise in this Bid Response Document. No erasures or "white-outs" are permitted. Mistakes may be crossed out and corrections entered and initialed in ink by the persons signing the bid document. Unit prices shall be stated based on units specified. The Supplier may quote on all or a portion of a quantity as specified. Quote on each item separately and indicate brand name or make. All materials furnished must be new, of latest model and standard first-grade quality, of best workmanship and design, unless expressly specified.

PRICES QUOTED

Prices quoted must be net of discounts. Discounts will be considered in the determination of best value Supplier, provided discounts correspond for the duration of the contract. Where net is equal to bid with discount deducted, award will be made to the net bid. The Supplier shall extend and total the bids.

SALES TAX EXEMPTION

The City is exempt from sales tax on those articles which the City buys for its own use. Articles bought by the Supplier and incorporated into other products are taxable to the Supplier. Such tax should be included in the price and will not be paid as an extra by the City. Sales tax is excluded from incorporated products when the final product is sold to non-profit housing projects.

SPECIFICATIONS, CHANGE OF SPECIFICATION, AND ERRORS OR OMISSION

Specifications which refer to brand names are given for reference. Suppliers may quote on equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state "Do Not Substitute." The decision of the City shall be final. If any of the terms and conditions prevent you from bidding, or if you wish to request revisions of specifications, or a change in quantity which will result in lower unit cost to the City, or get an interpretation, your request will receive consideration if presented to the City as much in advance of bid submission deadline as possible. If any change is found desirable while the bid is current, the City will notify the Suppliers of the bid revision electronically and if required extend bid submission date. Suppliers are

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not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before bid submission date.

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations will be grounds for rejection of your bid.

The decision of the City of Detroit, acting through the Chief Procurement Officer, shall be final as to what constitutes acceptable deviations from specifications.

RECEIPT OF BIDS

Bids must be received by the Office of Contracting and Procurement through the electronic bid system (e.g. Oracle Fusion) prior to the date and time specified on the face of this bid package unless otherwise authorized. Late bids cannot be accepted except in extenuating circumstance such as Oracle Fusion system failure. The responsibility of getting bids to the Office of Contracting and Procurement on time rests entirely with the Supplier.

WITHDRAWAL

No bid shall be withdrawn for (90) ninety days from submission deadline unless otherwise stated in this bid form. Suppliers may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period.

AWARD CONDITIONS

The City reserves the unqualified right to award by item(s) unless otherwise stipulated, to waive any irregularity in any bid or to reject any and all bids when, in the judgment of the City, the best interest of the City will be served.

The award of a Contract will not be made to any Supplier who is in arrears in City taxes. Article V, Chapter 18 of the Detroit City Code, forbids the award of any contract to person(s) who are in arrears of City real estate, personal property and/or income taxes. To ensure compliance with the above ordinance, Suppliers may check the City of Detroit website, www.detroitmi.gov. All awards will be made in accordance with the provisions of Article V, Chapter 18 of the Detroit City Code which provides for purchasing and disposition of property consistent with the City Charter.

CONTRACT ACCEPTANCE

The successful Supplier shall be notified of the award of a contract by the City of Detroit upon issuance of a "Contract Award Notice" or a Purchase Order from the Office of Contracting and Procurement. The "Contract Award Notice" shall contain the date the contract award was approved.

START OF WORK

No Contract shall become effective until the Contract has been approved by the required City Departments, signed by the City of Detroit Chief Procurement Officer, and approved by resolution of the Detroit City Council. Prior to the completion of this approval process, the Supplier will have no authority to begin work on this Contract. The Chief Procurement Officer shall not authorize any payments to the Supplier prior to such approvals, nor shall the City incur any liability to reimburse the Supplier regarding any expenditure for the purchase of materials or the payment of services

INSPECTION

All articles are subject to inspection and testing. In case any articles are defective in material and/or workmanship, or otherwise fail to meet requirements of this bid, the City shall have the right to reject or retain and correct such articles. The Supplier shall pay the City for expenses incurred in correcting defects. Rejected articles will be returned to Suppliers at their expense for handling, packing and transportation.

SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior, written approval of the City and any grantor agency, if required.

ASSIGNMENT

A Supplier shall not assign any purchase order or Contract or any monies due therefrom without prior approval of the City. Contact the Contracting and Procurement Specialist for proper procedure.

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DEFAULT

Default is defined as the failure of the Supplier to fulfill the obligations of their Contract. An event of default shall be construed as a material breach of this Contract.

DAMAGES FOR BREACH OF CONTRACT

The Supplier shall be liable to the City for any damages it sustains by virtue of the Supplier's breach, or any reasonable costs the City might incur enforcing or attempting to enforce this Contract, including, but not limited to, reasonable attorney's fees. The City may withhold any payment(s) to the Supplier for the purpose of set-off until such time as the exact amount of damages due to the City from the Supplier is determined. It is expressly understood that the Supplier will remain liable for any damages the City sustains in excess of set-off. If the Contract is terminated for breach of Contract, the City may take over the services, and pursue the same to completion by Contract with another party or otherwise, and the Supplier shall be liable to the City for any and all costs occasioned to the City thereby. The City may assess upon the Supplier, for failure to meet any provision or condition of the Contract, liquidated damages up to the amount of 15% of the total contract price, or the amount of the cost incurred for the breach. Other remedies shall also be available to the City. The previous provisions outlined herein shall be in addition to any and all other legal or equitable remedies permissible.

TERMINATION OF CONTRACT FOR CONVENIENCE

The City reserves the absolute right to terminate this contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Supplier.

TERMINATION OF CONTRACT FOR CAUSE

The Supplier agrees that the City shall have the right to terminate the City's Contract with the Supplier for cause, as determined by the Chief Procurement Officer, without any liability whatsoever, upon the giving of ten (10) days' notice. Cause is an event of default due to the Supplier's failure to fulfill its obligations under the Contract.

At any time during the term of the contract the City may terminate the agreement for reason of poor or deficient work performance, inability of the Supplier to cure poor or deficient work performance, inability of the Supplier to supply trained competent technicians, or lack of service as described in this agreement by giving a 10-calendar day notice in writing. EITHER party may terminate the agreement by giving a 90-calendar day written notice to terminate.

AUDIT, INSPECTION OF RECORDS AND COST VERIFICATION

The City reserves the right to audit the Supplier's payroll records to verify labor charges for work performed under this Contract upon 72 hours' notice. The Supplier shall permit the authorized representative of the City to inspect and audit all data and records of the Supplier relating to its performance under this Contract during the term of the Contract and for three (3) years after final payment. All records relating to this Contract shall be retained by the Supplier during the term of the Contract and for three (3) years after final payment for the purpose of such audit and inspection.

INDEMNITY

The Supplier agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims costs, charges, losses and expenses (including without limitation, fees and expenses for attorneys, expert witnesses and other consultants), which may be imposed upon, incurred by or asserted against the City by reason of any negligent or tortious acts, errors, or omissions attributable to the Supplier, or any failure by the Supplier to perform its contractual obligations during the term of this Contract. This provision shall apply to all matters whether litigated or not, and shall include disputes between the Supplier, the City of Detroit, and any negligent or tortious acts, errors, or omissions attributable to the Supplier, its sub-Contractors or Agents.

CONFLICT OF INTEREST

The Supplier covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the services under this Contract. The Supplier further covenants that in the performance of this Contract no person having any such interest shall be employed. The Supplier further covenants that no officer, agent, or employee of the City and no other public official who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract has any personal or financial

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interest, direct or indirect, in this Contract or in the proceeds thereof via corporate entity, partnership, or otherwise. The Supplier also hereby warrants that it will not and has not employed any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage, contingent fee, other than bona fide employees working solely for the Supplier either directly or indirectly, and that if this Warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Supplier hereunder, any amounts of any such commission, percentage, brokerage, or contingent fee.

In accordance with Section 4-122 of the Detroit City Charter, the contractor shall provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses. The Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided. The Statement of Political Contributions and Expenditures shall be filed by the contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

CHANGE IN SUPPLIER INFORMATION

Supplier shall notify the Office of Contracting and Procurement upon any change of address, telephone number, facsimile number and electronic mail address, where applicable, within five (5) business days of such change. The notice shall be submitted in writing to procurementinthecloud@detroitmi.gov identified on the Purchase Order and shall include all of Supplier's changed information and the effective date of such change.

TAXPAYER IDENTIFICATION NUMBER

Supplier shall notify the Chief Procurement Officer and the Income Tax Administrator of the City upon the change of Supplier's taxpayer identification number. Such notification shall be in writing; shall include at a minimum, the Supplier's taxpayer identification number in use by the City, Supplier's new taxpayer identification number and all contract and purchase order numbers under which the Supplier is currently providing goods and services to the City; and, shall be electronically submitted to the City within five (5) business days of Supplier's receipt of confirmation of the registration of the new taxpayer identification number by the Internal Revenue Service. Failure of the Supplier to supply the information required, may be deemed an event of default at the sole discretion of the City.

SETOFF

In addition to Supplier's obligation to not become in arrears to the City for any obligation owed to the City, City shall have the right to recover from payment owed to Supplier by City, delinquent withholding, corporate and property tax liabilities owed to the City by Supplier. The City's right of recovery shall be a setoff against those payments owing to Supplier by virtue of this, or any current City Contract. The City will provide written notice to Supplier of any intention to invoke its right to setoff payments due to Supplier under this Contract against delinquent withholding, corporate and property tax liabilities owed. Such written notice shall be delivered to Supplier at the address provided in the Contract/Purchase Order.

SUPPLIER COMMITMENT

By submitting this bid or proposal, the Supplier commits and legally binds itself to provide to the City of Detroit the goods/services in this bid at the time, place, manner and pricing set forth in the bid as accepted by the City.

OFFICE OF THE INSPECTOR GENERAL

In accordance with Section 2-106.6 of the City Charter, any Contract resulting from this bid shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to any Contract resulting from this bid has an interest in the Contract and fails to disclose such interest.

This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to any Contract resulting from this bid. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

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Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.

Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.

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Contract Signatures

SPECIAL CONTRACT
BETWEEN CITY OF DETROIT AND DTE ELECTRIC COMPANY FOR SOLAR
PHOTOVOLTAIC ENERGY DEVELOPMENT
ON CITY-OWNED PROPERTY
(VanDyke/Lynch)

This Special Contract (“Agreement”) is entered into as of June 20, 2024 (the “Contract Date”) by and between **DTE Electric Company**, a Michigan corporation with offices at One Energy Plaza, 1004 GO, Detroit, Michigan 48226 (the “Contractor” or “DTE”) and the **City of Detroit**, a Michigan municipal corporation, acting through its Public Lighting Department, whose principal address is 2 Woodward Ave, Detroit, Michigan (the “City” or “Detroit”). Each of DTE and Detroit may be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

A. On June 9, 2021, DTE received approval from the Michigan Public Service Commission (“MPSC”) under the Partial Settlement Agreement in MPSC Docket No. U- 20713 & U-20851 (the “Settlement”) that allowed for ahead-of-meter customer-requested offerings whereby the customer could contract to receive all the renewable energy credits (“RECs”) from specified renewable energy project(s).

B. In order to meet its goals to reduce its greenhouse gas emissions and its contribution to climate change that has led to hardships for inhabitants of the City, the City of Detroit seeks to offset 100% of its electricity usage for the City’s operations with locally-generated solar power (“Solar Initiative”).

C. The City desires to enroll certain Subscriber Locations for a total of 16,651.74 MWh of annual usage, which is not less than 50% of the usage of each of the locations set forth on Exhibit 3 (the “Subscriber Locations”), from an installed solar photovoltaic energy project (the “Solar Project”) at the VanDyke/Lynch location as set forth in this Agreement.

D. The Parties recognize that certain City property has been nominated to host solar development for this purpose at the “Van Dyke/Lynch” location, being an approximately 40-acre site near Van Dyke Avenue and McNichols Road, and the Coleman A. Young International Airport as described in the Solar Energy Lease Agreement attached Exhibit 4-B (“Lease”) (including the interconnection route as determined by DTE and the City (the “Interconnection Route”), the “Solar Project Property”) by residents of the City of Detroit, and that provision of certain energy efficiency upgrades to qualified City residents is an integral part of the development of projects in the Solar Initiative.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and intending to be legally bound, DTE and the City agree as follows:

1. MPSC Approval and Real Property Acquisition

A. This Agreement is specifically conditioned upon Michigan Public Service Commission (“MPSC”) approval of this Agreement and the Project Construction Agreement on terms and conditions acceptable to DTE in its sole discretion (collectively, “MPSC Approval” and

the date on which such MPSC Approval is obtained, the “Effective Date”). DTE will apply to the MPSC for approval of this Agreement on an ex parte basis within thirty (30) days after this Agreement is fully executed by the Parties and the Solar Initiative contemplated herein has been approved by a duly adopted resolution of the Detroit City Council. The City shall support DTE’s application to the MPSC.

B. If the MPSC considers and expressly denies the MPSC Approval without setting the matter for a contested case or public hearing (referred to collectively as an “MPSC Denial”), then either Party may revoke this Agreement and any prior agreement to enter into this Agreement upon MPSC Denial upon thirty (30) days written notice thereof to the other. If the MPSC issues an order, notice, or other directive (referred to collectively as an “MPSC Action”) in connection with the filing of the application for MPSC Approval that would cause a contested case hearing to be held that could potentially affect the rates or costs of DTE or its customers that are not parties to this Agreement, DTE or the City may, within thirty (30) days of such order, elect to either (a) proceed with the contested case proceeding and ultimately perform or receive service under the terms of this Agreement, as approved and/or modified by the MPSC; or (b) terminate this Agreement. Upon any such termination, this Agreement shall cease to be of any force or effect, (2) neither Party shall have any further obligations or liability to the other under this Agreement, and (3) neither Party shall be responsible to the other for any costs incurred pursuant to this Agreement or the Solar Project.

C. Notwithstanding the foregoing, the City hereby authorizes DTE to undertake Pre-Construction Activities after the Effective Date but prior to the Acquisition Date relating to the Solar Project Property and the Solar Project. “Pre-Construction Activities” shall mean initial design work, application for interconnection of the Solar Project, execution of the residential energy efficiency benefit program, review and analysis of title commitments and searches provided by the City, and acquisition, review and analysis of a survey, environmental due diligence, physical due diligence by DTE and its consultants, and equipment deposits.

2. Effective Date and Term, Termination

A. This Agreement shall become effective as of the Effective Date. No Subscription Charge shall be due until after the date the City receives written notice from DTE, in the form attached as Exhibit 1 (“Notice of Commencement,”) that the Solar Project is generating energy for the Subscriber Locations under this Agreement and has achieved “Commercial Operation” (defined as generating energy for sale in the MISO market), which shall be the “Commencement Date”. The term of this Agreement shall continue for thirty-five (35) years after the Commencement Date unless otherwise terminated as provided in this Agreement (collectively the “Term”).

B. In year thirty-four (34) of the Term, the City and DTE shall determine the Post-Term Action. If the City and DTE have not agreed on the Post-Term Action by September 30 of year 34 of the Term, DTE will offer to sell to the City all personal property used on the site to generate and transmit solar energy at the fair market value at the end of the Term. If the City declines the offer to purchase the Solar Project, DTE shall be responsible for decommissioning the Solar Project at the end of the Term as provided herein.

C. **Termination for Convenience.** The City shall have the right to terminate this Agreement for convenience at any time during the term of this Agreement by providing written notice to DTE at least sixty (60) days prior to the effective date of such termination. If the City does terminate this Agreement for convenience, then the City shall pay a termination fee to DTE as follows:

i. If the City terminates the Agreement for convenience prior to the Acquisition Date, then the City shall reimburse DTE for all costs incurred by DTE up to a maximum of four million dollars (\$4,000,000) for Pre-Construction Activities (the “Pre-Construction Reimbursement”). If any of the Pre-Construction Reimbursement includes reimbursement of a deposit for equipment, and DTE proceeds with ordering such equipment and uses such equipment at a different solar development or sells such equipment to a third party, then DTE shall refund to the City the amount of the deposit paid by the City for such equipment as part of the Pre-Construction Reimbursement.

ii. If the City terminates the Agreement for convenience after the Acquisition Date but prior to the Commencement Date, then the City shall reimburse DTE for all actual, out-of-pocket costs incurred by DTE in performance of DTE’s obligations pursuant to this Agreement, including all Pre-Construction Activities, the cost of equipment, and any costs of previously installing such equipment and removing such equipment, provided that such reimbursement shall not to exceed estimated aggregate Subscription Charges for the contract based on the LCOE at the time of termination, and further provided that if DTE re-uses such equipment at a different solar development or sells such equipment, then DTE shall refund to the City the amount paid by the City for such equipment as part of any termination payment.

iii. If City terminates the Agreement for convenience after the Commencement Date, then the City shall pay to DTE a termination fee in accordance with the Termination Fee Schedule (the “Termination Fee”), in satisfaction of its legal requirement to pay “all additional costs” in compliance with MCL 460.1061. The estimated Termination Fees are as set forth on Exhibit 7 (the “Termination Fee Schedule”) and are based on the Estimated Subscription Charge. At such time as DTE delivers to the City final Subscription Charge, DTE shall deliver to the City an updated Termination Fee Schedule based on the final Subscription Charge, accompanied with an explanation of the calculations that underlie the adjustment to the Termination Fees.

iv. Upon termination of this Agreement by City for convenience, the Lease shall terminate upon payment of the Termination Fee (subject to continuing rights as necessary to remove property and otherwise fulfil DTE’s post-termination obligations). Until payment of the Termination Fee, DTE will be permitted to continue operating the Solar Project and supplying such energy into DTE’s local distribution system.

D. **Lease Termination.** In the event that DTE terminates the Lease in connection with a Solar Project Loss (as defined in the Lease) pursuant to the terms of the Lease, this Agreement shall automatically terminate effective as of the termination of the Lease.

E. **Decommissioning.** Unless the City elects to purchase DTE’s personal property that is part of the Solar Project as provided in Section 3.C hereof, DTE shall decommission the

Solar Project within twelve (12) months of the end of the Term (or sooner termination of this Agreement as provided herein, subject to the payment of any applicable Termination Fee). The City hereby grants DTE and its employees, subcontractors, and affiliates a license to enter onto the Solar Project Property during such twelve (12) month period following the expiration of the Term or earlier termination of this Agreement for the purpose of performing such decommissioning, notwithstanding expiration or termination of the Lease. Decommissioning of the Solar Project shall include the following: (i) removal of the Solar Project and all of its components, including but not limited to, solar arrays, the perimeter fence, and above ground transformers and junction boxes; (ii) removal of Solar Project structures (including any foundations) to a depth of not more than forty-eight (48) inches below the surface of the land; and (iii) return of the Solar Project Property, other than streets, alleys and utility infrastructure and easements, to a condition substantially similar to its predevelopment condition. A decommissioning plan, and agreement including a Memorandum of Decommissioning Plan in a form recordable at the Wayne County Register of Deeds, shall be provided by DTE to the City before the commencement of Commercial Operation. The decommissioning plan shall include but is not limited to financial assurance in the form of a bond, a parent company guarantee, or an irrevocable letter of credit, but excluding cash. The amount of the financial assurance shall not be less than the estimated cost of decommissioning the system, as calculated by a third party with expertise in decommissioning, hired by DTE. However, the financial assurance may be posted in increments as follows:

- a. At least 25% by the start of full Commercial Operation.
- b. At least 50% by the start of the fifth year of Commercial Operation, and
- c. 100% by the start of the tenth year of Commercial Operation.

The security shall be continuously maintained for the period of the life of the Solar Project. The responsibility to decommission shall survive termination or expiration of this Agreement and the Lease.

3. Subscriber Requirements

A. The City agrees to subscribe to fifty percent (50%) of its energy requirements (“Subscriber Energy Requirements”) for the Subscriber Locations at subscription charge (“Subscription Charge”) not to exceed \$175 per MWh (the “Estimated Subscription Charge”), which is based on the levelized cost of energy (“LCOE”) as of the date of this Agreement.

B. If at any time prior to Commencement Date, the Subscription Charge as calculated based on the then-current LCOE is projected to exceed the Estimated Subscription Charge, DTE shall notify the City and the Parties shall negotiate in good faith an equitable modification to the Subscription Charge, the subscription quantity, number of Subscriber Locations, and/or scale of the Solar Project, provided that any change does not cause the total cost of this Agreement to the City to exceed the product of the Estimated Subscription Charge multiplied by the expected amount of megawatt hours to be generated over the Term of this Agreement. If the Parties are unable to agree on such modification to the Subscription Charge or obtain City Council approval to alternative terms, in each case within six (6) months after DTE notifies the City that the Subscription Charge is projected to exceed the Estimated Subscription Charge, then either Party shall have the right to terminate the Agreement upon written notice to the other Party, and upon

such termination the City shall pay to DTE the Pre-Construction Reimbursement, and thereafter no Party shall have any further obligations or liabilities to the other under this Agreement, except any obligation which expressly survives termination of this Agreement.

C. As of the Commencement Date, DTE shall deliver to the City a completed Exhibit 2, setting forth the final Subscription Charge and the final Termination Fee Schedule. The final Subscription Charge set forth in Exhibit 2 as delivered by DTE shall be fixed and shall not change during the remainder of the Term of the Agreement. Nothing in this Section 3.C shall be read to prevent the Parties from agreeing to a Parcel Exclusion Charge or change in the subscription level under the procedures outlined in Section 4.K.

D. The City may amend the Subscriber Locations (set forth on Exhibit 3) from time to time, but not more than once a quarter, provided that such amendments shall not alter the City's obligation to purchase all RECs produced by the Solar Project. If the annual output of all Solar Projects under this Agreement exceeds 50% of the Subscriber Energy Requirements, DTE shall notify the City and the City shall amend Exhibit 3 to add Subscriber Locations or increase the percentage of energy requirements in a particular account to the extent needed to ensure the Subscriber Locations can attribute at least 50% and not more than 51% of their energy requirements to the Solar Projects.

4. Project Sites; Solar Property Lease.

A. DTE shall develop a Solar Project at the Solar Project Property. The City will be responsible for acquiring All Necessary Land Rights to all Solar Project Property for the Solar Project and demolishing all improvements and structures (including but not limited to filling in basements and compacting the fill and removing all paved areas such as driveways, parking areas, and walkways, other than public streets, alleys, and sidewalks) and capping all gas lines on the Solar Project Property (other than the Interconnection Route) prior to granting the Lease to DTE. As set forth in the Lease, the City shall retain oversight of its real property throughout the Term and shall have certain rights of inspection of the Solar Project to enforce compliance with this Agreement, any Neighborhood Agreement as described in Section 6, and all applicable laws and regulations, including but not limited to the City Code, if applicable. Subject to the Force Majeure provisions in Exhibit 4, if at any point after the Commencement Date, for reason other than actions or omissions by the City, all or a portion of the Solar Project Property is not used for a Solar Project for more than one hundred eighty (180) consecutive days, the Lease shall automatically expire with respect to such portion of the Solar Project Property.

B. The Parties agree that the City may elect to develop additional Solar Project sites (each an "Additional Site") that Contractor included in its response (dated February 23, 2024) to the City's Request for Proposal (RFP No. 184254). The development of a Solar Project at the Additional Site shall be subject to the City acquiring All Necessary Land Rights in each Additional Site, the Parties' execution of a separate contract for the Additional Site that is substantively the same as this Agreement with such revisions as necessary or appropriate to reflect the particular characteristics of the Additional Site, the approval of the development of a Solar Project at such Additional Site pursuant to a duly adopted resolution by the Detroit City Council and approved by the Mayor of the City of Detroit, the granting to DTE a lease to each such Additional Site in substantially the same form as the Lease, and the negotiation of a neighborhood agreement with

the Additional Site's nominating community group. If DTE agrees to develop a Solar Project at the Additional Site, then the final subscription charge for the Additional Site shall be determined using the procedure set forth in Section 3.B and Section 3.C of this Agreement.

C. Nothing in this Agreement shall be read to allow DTE to use the City's real property for any development not explicitly authorized by this Agreement. DTE is not authorized to operate any portion of the Solar Project for the benefit of any entity other than the City, except that (a) DTE may supply renewable energy generated by the Solar Project into DTE's local distribution system from which the Subscriber Locations are supplied; and (b) DTE may satisfy the requirements of an agreement with the host community group and its obligations under law (for example, the requirement to offer energy and capacity into the MISO market for public use).

D. At any time deemed prudent by DTE, DTE may conduct all environmental, physical, geotechnical and other due diligence it desires on the Solar Project Property and the City shall cooperate in providing DTE and its consultants access to the Solar Project Property so that DTE may complete such due diligence. Such due diligence shall be subject to the Right of Entry Terms set forth on Exhibit 5, or if the City is not yet the owner of record of such Solar Project Property, obtaining appropriate permission from the owner of such Solar Project Property.

E. The City shall acquire All Necessary Land Rights for the Solar Project. As used in this Agreement, "All Necessary Land Rights" or any substantively similar phrase means that the City:

- i. has approved a Resolution of Necessity that allows the condemnation of property interests in the Solar Project Property;
- ii. has obtained a title policy evidencing that the City of Detroit is the fee owner of the property for all land voluntarily acquired;
- iii. has recorded title and possession orders for all property acquired by eminent domain;
- iv. has a recorded deed for all property currently held by the City of Detroit Land Bank Authority;
- v. has, through a Lease, provided DTE exclusive possession of the Solar Project Property (with the exception of utility easements and any encumbrances or restrictions to which DTE has not objected);
- vi. has the required approvals from FAA, MDOT Aerospace, and the Coleman A. Young International Airport, notably completion of a glint and glare analysis and submittal of Forms 7460-1 and 7460-2 for the Solar Project; and
- vii. has resolved all encumbrances that, in the reasonable determination of DTE, inhibit the development of the Solar Project.

F. DTE is not required to obtain a permit pursuant to the Zoning Enabling Act for the Solar Project. DTE shall be required to obtain any other needed electrical permits, environmental permits, or other permits required by law or ordinance for the operation and maintenance of the Solar Project. In the event that a court of competent jurisdiction finds that a permit under the Zoning Enabling Act is required, the City will be responsible for a) securing such permit for the Solar Project; or b) altering the zoning ordinance obviate the need for such approvals.

G. DTE may, at its expense, obtain a policy of title insurance issued by the title company with the coverage and endorsements required by DTE and without exceptions, including any ALTA form Schedule B Section exceptions, other than encumbrances approved by DTE.

H. The Parties acknowledge that while the Solar Project Property will be fenced and the public not be permitted to use streets or alleys within the Solar Project Property after the Acquisition Date, the City does not intend to vacate streets or alleys within the Solar Project Property and does not intend to extinguish any easements for utility infrastructure in those rights of way, including but not limited to electrical, gas, water and sewer lines. Any Solar Project improvement placed over any underground utility infrastructure shall be ballasted.

I. From the Contact Date until the date of the Land Rights Notice (defined below), the City shall provide to DTE a monthly detailed written summary (including title commitments and underlying vesting and exceptions documents) regarding the status of its efforts to obtain All Necessary Land Rights. The City and DTE shall work in good faith to resolve any concerns or objections raised by DTE with respect to the information in such summary.

J. The City shall provide written notice to DTE upon determining it has identified all outstanding encumbrances on the title that will be obtained consistent with the definition of All Necessary Land Rights for the Solar Project and the direct steps, if any, the City will undertake to remedy or address the encumbrance (“Land Rights Notice”). The word “encumbrances” as used herein includes, but is not limited to, title defects, land contracts, leases, easements (other than easements for utility infrastructure in the rights-of-way), restrictions mortgages, liens, rights, or interests. DTE shall notify the City in writing within thirty (30) days following delivery of the Land Rights Notice of any objections to the City’s position as to how it plans to remedy or address, or not remedy or address, each identified encumbrance or whether the City’s plan is consistent with the definition of All Necessary Land Rights. The City and DTE will work together in good faith to remedy such objections. The City acknowledges that remedy of such objections may involve the City’s exercise of eminent domain under the Resolution of Necessity. The “Acquisition Date” is the date on which the City and DTE agree that each objection has either been remedied or will not be remedied. DTE shall not have any obligation to construct the Solar Project prior to the Acquisition Date, but may undertake Pre-Construction Activities prior to the Acquisition Date.

K. If an encumbrance or physical condition exists on the Solar Project Property that, in the reasonable determination of DTE, inhibits the development of the Solar Project and cannot be remedied within a reasonable period of time, then the Parties agree to work together to determine if the affected parcel or parcels can be excluded from the Solar Project Property without materially affecting expected output of the Solar Project. If such parcel or parcels can be so excluded then such parcel shall be removed from the Solar Project Property. If expected output cannot be met without including such parcel or parcels, then DTE shall construct Solar Project without including such parcel or parcels in the Solar Project Property and with a lower output, and the City shall pay to DTE an amount equal to the reduction in revenue due to the reduction in production, less any cost savings resulting from the parcel exclusion (including but not limited to any savings associated with reduced equipment and operational costs) (the “Parcel Exclusion Cost”). DTE shall provide its calculation of any proposed Parcel Exclusion Cost to the City, including itemized costs contained within the Parcel Exclusion Costs. The parties agree to meet

and confer regarding any disagreement about the amount of the Parcel Exclusion Cost within thirty (30) days of the date on which DTE provides the Parcel Exclusion Cost of the City. If at any time the City is able to remedy such encumbrance or physical condition, then such parcel or parcels which were previously excluded as provided herein shall be included in the Solar Project Property and any Parcel Exclusion Costs paid by the City due to exclusion of such parcel or parcels shall be credited against future payments due by the City hereunder, subject to any increased costs by DTE caused by the temporary exclusion of such parcels or parcels from the Solar Project Property.

5. Billing and Credits; RECs

A. Not later than thirty (30) days after the Commencement Date of any individual Solar Project, DTE will create a new account associated with the Solar Project and will bill that account for the subscription charge, energy credits and capacity credits as provided in Rider 17 of the DTE Electric Rate Book on file with the Michigan Public Service Commission (“Rider 17”) for the Solar Projects. Additionally, such bill shall include a composite amount for all credits for the cost of compliance under MCL 460.1061 and 460.1047, including any successor statutes thereto and as amended from time to time, for the customer accounts listed in Exhibit 3.

B. DTE will transfer to the City or retire on behalf of the City all Renewable Energy Credits (as further described in Rider 17, “RECs”) from the Solar Project, unless the MPSC finds that operation of MCL 460.1061 and 460.1047 requires alternative disposition.

C. For the avoidance of doubt, the City shall not take physical delivery of any renewable energy generated by the Solar Project, and instead DTE shall supply such energy into DTE’s local distribution system.

6. Neighborhood Agreements and Benefits

A. Not later than one hundred twenty (120) days after the Effective Date of this Agreement, DTE will use commercially reasonable efforts to enter into an agreement as further detailed in Exhibit 6 (a “Neighborhood Agreement”) with the community organization that nominated the Solar Project Property to be a Solar Project location. DTE is not obligated to enter into a Neighborhood Agreement for which the estimated cost of compliance by DTE would exceed \$2,000,000.

C. DTE agrees that it will administer, in consultation with the City, a home energy efficiency program for the Solar Project under this Agreement as described in Exhibit 4-C.

D. DTE shall agree to host, in cooperation with the City, a meeting not less than once a year during the Term if this Agreement for residents living nearby the Solar Project Property to discuss the operation of each Solar Project.

7. Compliance with Laws

A. As set out more particularly in Section 4 above, the City shall be required to obtain and provide to DTE All Necessary Land Rights for the Solar Project.

B. DTE and anyone acting on its behalf shall comply with all applicable federal, state and local laws, ordinances, rules and regulations applicable to the Solar Project. DTE agrees to comply with the City of Detroit Professional Services Terms set forth in Exhibit 4, unless such terms conflict with any term of this Agreement, and to cause any of its contractors to comply with such requirements (“Professional Services Terms”). Nothing in any related document shall require DTE to construct any infrastructure unrelated to the Solar Project.

8. Default and Remedies

A. Default by City. The City shall be in default under this Agreement upon the occurrence of any of the following events (each, a “City Event of Default”):

i. the City breaches any of its obligations under the Agreement and fails to cure such breach within thirty (30) days after written notice from DTE (or such longer period of time as may reasonably be required to cure such default, if such default cannot reasonably be cured within a thirty (30) day period);

ii. the City fails to pay when due any undisputed amount required to be paid under this Agreement and the same shall not be remedied within thirty (30) days after written notice from DTE (a “City Monetary Default”);

iii. the City is adjudicated to be insolvent or bankrupt, or generally unable to pay its debts as they become due, or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors or insolvency, receivership, reorganization or bankruptcy proceedings are commenced by the City, and such proceedings are not terminated, stayed or dismissed within ninety (90) days after the commencement thereof; or

iv. if any representation or warranty made by the City in this Agreement is untrue or misleading when made.

B. Upon the occurrence of a City Event of Default, DTE may pursue any and all remedies available under the law or in equity. In addition to the foregoing, in the event of a City Monetary Default:

i. If the next payment owing by the City following the City Monetary Default is made timely and the City pays the overdue amounts giving rise to the City Monetary Default, plus an interest rate of seven percent (7%) per annum on the past-due amounts, within six (6) months following the City Monetary Default, the City Monetary Default shall be deemed excused and DTE shall have no right to terminate this Agreement as a result of such City Monetary Default.

ii. If the next payment owing by the City following the City Monetary Default is not timely made or the City fails to pay the overdue amounts giving rise to the City Monetary Default, plus an interest rate of seven percent (7%) per annum on the past-due amounts, within six (6) months following the City Monetary Default, DTE may terminate this Agreement immediately upon written notice to the City.

C. Default by DTE. DTE shall be in default under this Agreement upon the occurrence of any of the following events (each, a “DTE Event of Default”):

- (1) DTE breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after written notice from the City (or such longer period of time as may reasonably be required to cure such default, if such default cannot reasonably be cured within a thirty (30) day period);
- (2) DTE is adjudicated to be insolvent or bankrupt, or generally unable pay its debts as they become due, or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors or insolvency, receivership, reorganization or bankruptcy proceedings are commenced by DTE, and such proceedings are not terminated, stayed or dismissed within ninety (90) days after the commencement thereof; or
- (3) if any representation or warranty made by the DTE in this Agreement is untrue or misleading when made.

Upon any DTE Event of Default: (i) with respect to a breach of subsection B above, the City may require specific performance from DTE and (ii) the City may pursue any and all remedies available under the law or in equity. All personal property associated with the Solar Project shall remain the property of DTE. In such an event, all property interests granted to DTE for the Solar Project shall expire as provided in the Lease. If a DTE Event of Default is due to the failure to remit to the City an amount owed, DTE may cure by paying all outstanding amounts, plus an interest rate of 7% per annum on the past-due amounts.

D. Extension of Time to Cure. The Parties may agree to extend the time to cure a default beyond the time provided for in this Agreement, and any such extension must be in writing by the non-defaulting Party.

9. Notices

Notices under this Agreement shall be sent to:

<p>If to DTE:</p> <p>DTE Electric Company One Energy Plaza, 1004 GO Detroit, Michigan 48226 Attention: Director of Renewables</p> <p>With a copy to:</p> <p>DTE Electric Company Office of General Counsel One Energy Plaza, 1635 WCB Detroit, Michigan 48127</p>	<p>If to the City:</p> <p>City of Detroit Public Lighting Department 2 Woodward Ave., Detroit, Michigan 48226 Attention: Phone: Email:</p> <p>With a copy to:</p> <p>Corporation Counsel City of Detroit Law Department</p>
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	2 Woodward Avenue, Suite 500 Detroit, Michigan 48226 Attention: Bruce Goldman Email: goldb@detroitmi.gov
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A Party may change its address or email by written notice to that effect to the other Party. Notices given under this Section are deemed to have been effectively given upon receipt, if mailed via prepaid overnight mail by a reputable carrier or if delivered by courier. Notices will be deemed effectively given on the third business day following the day when the notice properly addressed and postpaid is placed in the United States mail. It is expressly understood and agreed, however, that any notices referred to in this Agreement may first be delivered or sent electronically in accordance with the dates and times provided in this Agreement, provided that they are mailed in accordance with the requirements above as soon as practicable thereafter.

10. Dispute Resolution and Governing Law

The law of the state of Michigan shall govern this Agreement. In the event a controversy, claim or dispute arises between the Parties regarding the application or interpretation of any provision of this Agreement or the breach, termination or validity thereof (each, a “Dispute”), the Party alleging the Dispute shall promptly notify the other Party of the Dispute. If the Parties shall have failed to resolve the Dispute within fifteen (15) days after delivery of such written notice, each Party shall, within five (5) business days after receipt of a written demand from the other Party to do so, direct a senior executive (for the City, the Director of the Public Lighting Department or other individual designed by the Mayor, and for DTE, an individual at the Vice President level or above) to confer in good faith within fifteen (15) business days to resolve the Dispute. Should the Parties’ senior executives be unable to resolve the Dispute to the Parties’ mutual satisfaction within twenty (20) business days, each Party shall have the right to pursue its rights and remedies under law or in equity. Any Dispute on a subject matter within the jurisdiction of the MPSC shall be submitted to the jurisdiction of the MPSC. Any controversy or claim outside the jurisdiction of the MPSC shall be brought in the Wayne County Circuit court located in Detroit, Michigan, and the Parties agree not to contest jurisdiction or venue in such courts.

11. No Impairment of Rights

This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional or statutory requirement or other legal immunity of the Parties. Unless explicitly stated herein, this Agreement does not, and is not intended to, impair, divest, delegate or contravene any right, privilege, power, obligation, or duty of the Parties.

12. Miscellaneous

(a) This Agreement shall not be valid or enforceable against the City unless approved by the required City departments, approved by the City Council, approved by Corporation Counsel, and signed by the City’s Chief Procurement Officer. This Agreement incorporates the Professional Services Terms stated in Exhibit 4 to the extent such terms do not conflict with the provisions of this Agreement. In the event of a conflict between the terms set forth in the body of this Agreement and the Professional Services Terms, the terms set forth in the body of this

Agreement will control. The terms and provisions of this Agreement shall not be modified or waived except by the execution by the Parties of a written amendment to this Agreement. The waiver by any Party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach or violation thereof.

(b) Any entity that succeeds by purchase, merger, consolidation or other transfer to the rights of DTE hereunder, either substantially or as an entirety, shall be entitled to the rights and will be subject to the obligations of its predecessor in interest under this Agreement. The Parties recognize that the City is not transferring ownership rights to the underlying real property to DTE and thus only the rights contained in the Lease can be transferred or assigned to any entity. Neither Party may assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the other Party.

(c) This Agreement shall not create any rights in third parties, and no provision of this Agreement will be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than the Parties.

(d) The recitals and Exhibits hereto are specifically incorporated into this Agreement. This Agreement, together with the DTE Electric Company Rate Book ("Rate Book"), as may be amended from time to time, reflect the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect to the subject matter hereof. Unless otherwise defined herein, any capitalized terms in this Agreement shall have the meaning set forth in the Rate Book.

(e) This Agreement may be executed electronically, or in multiple counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

The City and DTE, by and through their duly authorized officers and representatives, have executed this Agreement as of the below date(s):

City of Detroit:

DTE Electric Company

By: Brad Dib
Name

By: [Signature]
Name

COO
Title

MATTHEW PAUL, PRESIDENT & COO
Title

THIS AGREEMENT WAS APPROVED BY THE CITY COUNCIL ON:

THIS AGREEMENT WAS APPROVED BY FRC ON:
(if FRC approval is not required, leave blank)

07/30/2024

06/20/2024

Date

Date

APPROVED BY LAW DEPARTMENT PURSUANT TO § 7.5-206 OF THE CHARTER OF THE CITY OF DETROIT

DocuSigned by:
Toni Stewart-Limmitt 8/8/2024
E0B0E8D84AC44CC
Chief Procurement Officer Date

06/21/2024
Corporation Counsel Date

THIS AGREEMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE CHIEF PROCUREMENT OFFICER.

Exhibit 1
Commencement Notice

FORM OF NOTICE OF COMMENCEMENT DATE

[Insert Letterhead]

[Date]

Subscriber

[Address Line 1]

Attention: _____

Dear _____:

Reference is made to that certain Agreement, by and between DTE Electric Company, a Michigan Corporation (“DTE”), and _____, a _____ (“Customer”), dated as of [_____] (the “Agreement”). Unless otherwise stated herein, all capitalized terms shall have the meaning given such terms as set forth in the Agreement.

DTE hereby gives Customer Notice of Commencement Date (“Notice”) under Section 2 of the Agreement that the Solar Project generating energy under this Agreement will be commercially operational on or before _____ and the Term shall continue until _____.

DTE Electric Company

By: _____

Name: _____

Title: _____

Agreed and Accepted:

[Subscriber]

By: _____

Name: _____

Title: _____

Exhibit 2
Subscription Charge

(To be delivered as of Commencement Date)

The final Subscription Charge, based on the final levelized cost of energy will be \$ _____
per MWh.

Exhibit 3
Subscriber Accounts

The following is the list of customer accounts that will subscribe to the Solar Project (which is assumed to generate 16,652 MWh/yr) to attribute not less than 50% of their average monthly consumption to local renewable power.

City Account Identifier	Meter Number	2023 Usage	Subscription Level¹
REC - HART PLAZA	10064331	1,895.45	1916.13
DDOT - DDOTGILBERT	10023029	1,643.46	838.17
REC - RECNEWAC	10097915	1,604.54	818.32
DPD-TRAINING_CTR	10023089	1,490.84	760.33
DPW - RUSSELLFERRY	10170600 01	1,479.63	754.61
REC - RECADMSBUTZEL	8673772	1,231.85	628.24
DPD-4THPRCT/ENGINE27	10063192	1,037.09	528.91
DPD-11THPRCT	8598825	894.98	456.44
REC - RECBUTZELFAM	8760372	856.72	436.93
REC - CHANDLER GOLF	10125995	814.32	415.30
DPD-1180_OAKMAN	10193509	807.93	412.05
DFD - DFDFIREAPPARATUS	9536910	772.05	393.74
DDOT - CASS ROSA PARKS TRANSIT	8630860	717.32	365.83
DPD-FLEET	5712325	712.17	363.21
DFD - DFDTRAINING2	8630860	691.95	352.89
DPW - STMAINTGARAGE	5743368	688.74	351.26
ELECTIONS - ELECTIONS	5807934	654.00	333.54
DPD-3RDPRCT	7750904	550.72	280.87
REC - RECCOLEMANYOUNG	8781032	524.30	267.39
DPD-2NDPRCT	5985255	517.06	263.70
REC - RECWILLIAMS	9256220	497.67	253.81
GSD - HUBER	10098772, 10098771, 10070519, 10063838, 10063839	496.92	253.43
REC - RECHEILMANN	5574548	484.67	247.18
REC - RECPATTONCTR	8748631	480.42	245.01
DPD-7THPRCT	8780851	406.11	207.11
MPD - MPDHQ	10224936, 10063923	402.87	205.47
GSD - DAVISONYARD	5574549	383.60	195.64
DPD - METRODIVISION	10088156	383.17	195.42
DPD-12THPRCT	8775967	367.27	187.31
DPD-6THPRCT	5574172	350.84	178.93

¹ Subscription level equals 51% of the prior year usage, except the Hart Plaza subscription, which is at a 63.1% subscription level to match projected annual output..

City Account Identifier	Meter Number	2023 Usage	Subscription Level ¹
DPD-9THPRCT	5577920	335.83	171.28
DPD-8THPRCT	5573506	333.00	169.83
LEASED-DHD MACK		322.08	164.26
REC - RECFARWELL	2994095	304.99	155.55
REC - FORTWAYNE	10098404	298.40	152.18
REC - RECCLARK	9519934	297.21	151.58
GSD - ANIMAL CONTROL	5568954	259.66	132.43
REC-RECCONSIDINE	5112397677	250.72	127.87
REC - RECCROWELL	8630426	233.39	119.03
DPD-10THPRCT	8630125	210.81	107.52
DPD - DPDRANGE	10005163, 7197516, 5577971	207.31	105.73
REC - RECLIPKE	7954626	195.34	99.63
REC - RECCLEMENTE	5582236	194.13	99.00
DPD-5THPRCT	8780621	194.01	98.94
DFD - ENGINE5	5573205	177.33	90.44
DPD-DOWNTOWN_SRVS	8771531	162.10	82.67
REC - RECKEMENYCTR	10085859	143.24	73.05
REC - ERMAHENDERSONMA	8775403	134.11	68.40
DPW - SIGNSHOP	8632411	131.08	66.85
DPD- POLICE_TOW_DETAIL_PTIU	8629441	116.32	59.33
DFD - ENGINE40	8630149	112.08	57.16
DFD - ENGINE9	8775855	111.59	56.91
DPD-DOIT ANTENA	7957780	105.34	53.72
REC - PALMER PARK NATURE	5113553231, 5200014003	103.18	52.62
LEASED-GSD HQ ERSKINE		101.78	51.91
MPD - MPEASTERNMKT	5574244	97.64	49.80
DFD - DDFIREBOAT	9523782	96.56	49.25
MPD_OCCUP. AUTO POUND	8773849	96.15	49.04
REC - RACKHAMGOLF	4985949	95.49	48.70
REC - JAYNE FIELD/COMFORT STATION	8776273	89.15	45.46
DFD - ENGINE50	5809340	89.03	45.41
DFD - ENGINE32	7901437	87.87	44.81
DPW - SOUTHFIELD MAIN	5572349	87.25	44.50
GSD-SOUTHFIELD YARD WAREHOUSE	8630149	87.25	44.50
DFD - ENGINE52	5807935	86.98	44.36
DFD - ENGINE55	8473323	85.98	43.85
DFD - ENGINE54	10003824	84.48	43.08
DPD-HARBOR-MASTER	7720489, 10005491	82.94	42.30
DFD - ENGINE39	8673537	81.48	41.56
DFD - ENGINE53	5825843	80.98	41.30

City Account Identifier	Meter Number	2023 Usage	Subscription Level ¹
DPD-MOUNTED	1998188	79.39	40.49
DPD-GARAGE-CSS		78.75	40.16
DFD - ENGINE59	7819419	77.65	39.60
REC - ROUGE PARK GOLF	8979990	76.45	38.99
DFD - ENGINE48	5986519	75.12	38.31
DFD - ENGINE17	9221512	72.59	37.02
GSD - GSDGMWEST	1998163, 8759914, 8473323, 10193134, 7926631,	70.92	36.17
DFD - ENGINE42	9244624	68.88	35.13
DFD - LADDER 19	5807933	68.55	34.96
MPD - MPREPAIR	10165022	66.11	33.71
DFD - ENGINE44	5440769	63.90	32.59
DFD - ENGINE33	5712325	61.81	31.52
DFD - ENGINE30	7212162	60.94	31.08
DFD - ENGINE31	5761662	57.34	29.24
DFD - ENGINE1	7750904	57.32	29.23
MANOOGIAN MANSION	7211136	56.51	28.82
DFD - MEDIC9	10005501	56.16	28.64
DFD - ENGINE35	5807934	52.53	26.79
DFD - ENGINE23	7466312	50.83	25.92
DFD - ENGINE58	5743368	50.39	25.70
DFD - ENGINE41	5870315	49.72	25.36
DFD - ENGINE56	10165022	48.13	24.54
DFD - ENGINE51	8509699	46.39	23.66
REC-RECDELRAYCENTER	1998260	42.68	21.76
DFD - LADDER22	5761661	41.80	21.32
DFD - ENGINE34	8778210	39.52	20.15
DFD - ENGINE57	8672045	38.58	19.68
DFD - ENGINE46	10083966	38.57	19.67
DFD - ENGINE60	5743369	38.00	19.38
DPD-CIVIL RIGHTS	7197542	32.60	16.62
DFD - LADDER14	7470886	27.58	14.06
REC - BALDUCK COMFORT	5576699	25.08	12.79
REC - BARCUSTENNIS	10006929	5.84	2.98
AIRPORT - CAMAIN	5733554	4.59	2.34

Exhibit 4
Professional Service Terms

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ARTICLE 1: DEFINITIONS

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

“Additional Services” shall mean any services in addition to the services set forth in the Agreement that are related to fulfilling the objectives of this Contract and are agreed upon by the parties by written Amendment.

“Amendment” shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

“Associates” shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

“City” shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

“City Council” shall mean the legislative body of the City of Detroit.

“Contract” shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

“Contractor” shall mean DTE Electric Company, a Michigan corporation, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

“Exhibit 4-A” is the Contractor’s Statement of Political Contributions and Expenditures.

“Exhibit 4-B” is the form of lease.

“Exhibit 4-C” is the is the Resident Upgrades: Residential Solar Field Program Requirements.

“Public Servant” means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract.

“Records” shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

“Reimbursable Expenses” shall mean only those costs incurred by the Contractor in the performance of the Services.

“Services” shall mean all work that is expressly set forth in the Agreement, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

“Subcontractor” shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

“Technology” shall mean any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, floppy disks, magnetic tape, or some other form, and the data retained or stored in said computer memory and data storage systems.

“Unauthorized Acts” shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

ARTICLE 2: ENGAGEMENT OF CONTRACTOR

- 2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in the Agreement, in accordance with the terms and conditions contained in this Contract.
- 2.02 The Contractor shall perform the Services in accordance with the terms of this Agreement.
- 2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.
- 2.04 The Services shall be performed as set forth in the Agreement and this Contract.
- 2.05 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.

- 2.06 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

ARTICLE 3: CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.

ARTICLE 4: CONTRACT EFFECTIVE DATE AND TIME OF PERFORMANCE

- 4.01 This Contract shall not be valid or enforceable against the City unless approved by the required City departments, approved by the City Council, approved by Corporation Counsel, and signed by the City's Chief Procurement Officer.
- 4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Chief Procurement Officer shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.

ARTICLE 5: DATA TO BE FURNISHED CONTRACTOR

- 5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City or the Contractor for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

ARTICLE 6: CONTRACTOR PERSONNEL AND CONTRACT ADMINISTRATION

- 6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned.
- 6.02 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either

party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.

- 6.03 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the Solar Project Property.

ARTICLE 7: COMPENSATION (OMITTED)

ARTICLE 8: MAINTENANCE AND AUDIT OF RECORDS

- 8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date. The City acknowledges that the Michigan Public Service Commission retains jurisdiction to audit the Records related to the Solar Project.
- 8.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.
- a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.
 - b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within thirty (30) days of notification.
 - c) Any overcharge for electricity discovered as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor.
 - d) Each party shall pay its own audit costs. However, if the dollar amount of the total overcharges, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's audit costs.

e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

8.03 The Contractor agrees to include the covenants contained in Sections 8.01 and 8.02 in any contract it has with any Subcontractor, consultant or agent whose services will be charged directly or indirectly to the City for Services performed pursuant to this Contract.

ARTICLE 9: INDEMNITY

9.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents to the extent resulting from any of the following occurring during the term of this Contract:

- a) Any negligent or tortious act, error, or omission attributable to the Contractor or any of its Associates; and
- b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under the Agreement; and
- c) Any and all injury to the person or property of an employee of the City to the extent such injury arises out of the Contractor's or any of its Associates performance of the Agreement.

9.02 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.

9.03 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.

9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.

- 9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.
- 9.06 The Contractor agrees that this Article 9 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

ARTICLE 10: INSURANCE

- 10.01 During the term of this Contract, the Contractor shall maintain the following insurance, at a minimum and at its expense:
- (a) Commercial General Liability (CGL): Insurance covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence.
 - (b) Automobile Liability: Insurance Services Office covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
 - (c) Workers' Compensation: insurance as required by the State of Michigan, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$500,000 per accident for bodily injury or disease.
 - (d) Builder's Risk: (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Such coverage shall name the city as a "Loss Payee."
 - (e) Professional Liability: (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim.
 - (f) Contractors' Pollution Legal Liability: and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - (g) Umbrella Liability: Umbrella / Excess Liability in an amount of \$5 Million per occurrence.
- 10.02 The commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.
- 10.03 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable,

then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder.”

- 10.04 All insurance required by this Contract (excluding the Commercial General Liability policy) shall be written on an occurrence-based policy form, if the same is commercially available.
- 10.05 All insurance policies shall name the Contractor as the insured. Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies. In the event the Contractor receives notice of policy cancellation, the Contractor shall immediately notify the City in writing.
- 10.06 If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 10.07 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

ARTICLE 11: DEFAULT AND TERMINATION (OMITTED)

ARTICLE 12: ASSIGNMENT (OMITTED)

ARTICLE 13: SUBCONTRACTING

- 13.01 The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor’s Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

ARTICLE 14: CONFLICT OF INTEREST

- 14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it in the performance of the Services.
- 14.02 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or

obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.

- 14.03 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.
- 14.04 The Contractor shall promptly identify and inform the City in writing of any potential conflict of interest (as set forth in Sections 14.01 through 14.03 above) or any relationship or actions that might give the appearance that a conflict of interest (as set forth in Sections 14.01 through 14.03 above) exists, or that a situation exists that could reasonably be viewed as affecting the Contractor's objectivity in performing work under this contract, including the performance of administrative or other duties to related organizations.
- 14.05 The Contractor shall provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the Contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.
- 14.06 The Contractor's Statement of Political Contributions and Expenditures shall be attached to this Contract as "Exhibit 4-A" and made a part hereof. **This Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided.**
- 14.07 The Statement of Political Contributions and Expenditures shall be filed by the Contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

ARTICLE 15: CONFIDENTIAL INFORMATION

- 15.01 In order that each party may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for each party (the "Disclosing Party") to disclose confidential and proprietary information ("Confidential Information") to the other Party, its affiliates, and in the case of the Contractor its Associates (collectively, the "Receiving Party"). Since it is difficult to separate confidential and proprietary information from that which is not, the Receiving Party shall regard all information gained as Confidential Information, provided that Confidential Information will not include any information that (a) is or becomes in the public domain without breach of this Agreement by the Receiving Party, (b) is disclosed to the Receiving Party by a third party without breach of any obligation of confidentiality to the Disclosing Party, or (c) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information. The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any third party or use the Confidential Information for any purpose other

than performing its obligations or exercising its rights under this Agreement, in each case without the prior consent of the Disclosing Party; provided that the Contractor may disclose the Confidential Information to Subcontractors, subject to confidentiality restrictions no less restrictive than those set forth herein, to the extent necessary or appropriate to perform its obligations hereunder. Further, the Receiving Party may disclose Confidential Information to the extent required to do so by law or court order, provided that the Receiving Party provide to the Disclosing Party written notice of such requirement so as to allow the Disclosing Party to seek confidential treatment of such Confidential Information.

15.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

ARTICLE 16: COMPLIANCE WITH LAWS

16.01 Each Party shall comply with, and Contractor shall require its Associates to comply with, all applicable federal, state and local laws.

16.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

ARTICLE 17: OFFICE OF INSPECTOR GENERAL

17.01. In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.

17.02. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.

17.03. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

17.04. Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.

- 17.05. In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 17.06. Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
- 17.07. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.
- 17.08. In accordance with Section 17-5-351(a) of the Detroit City Code, the City shall solicit offers from, award contracts to, consent to subcontracts with, or otherwise to conduct business with, responsible contractors only. To effectuate this policy, the debarment of contractors and subcontractors from current and/or future City work may be undertaken.
- 17.09. Therefore, it will be the responsibility of all Contractors to check the list of debarred contractors in the City's website and confirm that neither the Contractor nor the subcontracting company is listed on the City's debarment list and they will not be using the debarred (sub) contractor(s) to conduct any City business.
- 17.10 In accordance with Section 17-5-352(c) of the Detroit City Code, the Contractor shall report to the Office of Inspector General any improper, unethical or illegal activity or requests made by elected officers of the City, including those acting on their behalf, or any Public Servant in connection with this Contract.

ARTICLE 18: AMENDMENTS

- 18.01 The City and the Contractor must mutually agree to any changes or modification of this Contract, and the modification shall be incorporated into this Contract by written Amendment.
- 18.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.
- 18.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Chief Procurement Officer.

18.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates. The City shall notify the Contractor promptly upon becoming aware of any such Unauthorized Acts.

ARTICLE 19: FAIR EMPLOYMENT PRACTICES

19.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.

19.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 19 in any subcontract.

19.03 Breach of the terms and conditions of this Article 19 shall constitute a material breach of this Contract.

ARTICLE 20 – NOTICES (OMITTED)

ARTICLE 21: PROPRIETARY RIGHTS AND INDEMNITY

21.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract.

21.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.

21.03 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the City, the Contractor shall, at its sole expense, indemnify, defend and hold the City harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.

ARTICLE 22: FORCE MAJEURE

22.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by an event or circumstance that is beyond the reasonable control of that party and does not result from such party's fault or negligence ("Force Majeure Event"). A Force Majeure Event includes, but is not limited to, any Act of God or the public enemy, strikes, lockouts, wars, acts of domestic or international terrorism, riots, epidemics, pandemics, explosions, sabotage, the binding

order of any governmental authority, a change in applicable law, a grid outage that prevents the system from generating or delivering electricity; or any other cause, whether the kind herein enumerated or otherwise, which is not within the control of a party. Contractor's economic hardship and changes in the market conditions alone are not considered a Force Majeure Event.

- 22.02 Upon the occurrence of a Force Majeure Event, Contractor shall (i) give prompt written notice to (1) the City and (2) the City's Office of Contracting and Procurement that the Force Majeure Event has occurred, the anticipated effect on Contractor's performance, and its expected duration; (ii) use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimalized, (iii) keep the City apprised of Contractor's progress in remediating the effects of the Force Majeure Event; and (iv) promptly resume performance under the Contract.
- 22.03 If Contractor is delayed in achieving Commercial Operation due to a Force Majeure Event, the time for achievement of Commercial Operation will be automatically extended to account for the impact of the delay.
- 22.04 If a Force Majeure Event (a) prevents Contractor from performing under the Contract for a continuous period of at least one hundred eighty (180) days within a twelve (12) month period, or (b) materially and adversely impacts the economic burden of this Agreement on Contractor, then the City or the Contractor may terminate this Agreement without either Party having further liability under this Agreement except for liabilities accrued prior to such termination. In the event of a termination of this Contract due to the occurrence of a Force Majeure Event, Contractor shall decommission the Solar Projects as required under this Agreement (but City shall reimburse Contractor for Contractor's removal costs if the Force Majeure Event affects the City and the City elects to terminate the Agreement). Notwithstanding the foregoing, if the Force Majeure Event can be corrected through repair or restoration of the Solar Project or other actions by Contractor and, prior to expiration of the initial one hundred eighty (180)-day period, Contractor provides written evidence to the City that it is diligently pursuing such actions, then the City shall not have the right to terminate this Agreement due the occurrence of such Force Majeure Event so long as the Contractor continues to diligently pursue such actions.

ARTICLE 23: WAIVER

- 23.01 Neither party shall be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the party granting such waiver.
- 23.02 No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.

23.03 No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

ARTICLE 24: MISCELLANEOUS

24.01 If this Contract is grant funded, this contract is governed by the terms and conditions of the grant agreement. See the full terms and conditions of the grant are included with this contract.

24.02 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

24.03 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.

24.04 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.

24.05 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.

24.06 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.

24.07 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.

24.08 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.

24.09 Contractor represents that it Contractor has paid all income, personal and property taxes, and inspection or license fees heretofore due, payable, and owing to the City of Detroit, and that Contractor is not in default to the City of Detroit.

24.10 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.

- 24.11 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 24.12 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.
- 24.13 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

ARTICLE 25: INVOICE SUBMISSION AND PAYMENT (OMITTED)

ARTICLE 26: BOARD OF ETHICS

- 26.01 In accordance with Section 2-106.10 of the City Charter, it is the duty of every Public Servant, the Contractor and subcontractors, if any, to cooperate with the Board of Ethics in any investigation.
- 26.02 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony is subject to forfeiture of officer, discipline, debarment or any other applicable penalty.
- 26.03 The Contractor acknowledges that it subject to debarment or any other applicable penalty, if the Contractor willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony.

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EXHIBIT 4-A: STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

“City Charter § 4-122, ¶ 2: For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures (“Statement of Political Contributions and Expenditures”), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.”

Instructions: In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter “see additional sheet(s)” on the last row and attach additional sheets.

- In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.
- In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, officer, director, or spouse of any of the foregoing who are individuals.
- In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.
- In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.
- In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

A	B	C	D	E
Donor	Relationship to Contractor/Vendor	Recipient	Amount of Contribution or Expenditure	Date

(EXHIBIT 4-A - continued)
STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

Except as set forth above, DTE certifies that no contributions or expenditures were made to elective city officials within the previous four (4) years by DTE, or any officers which are a vice president of the Company or higher, directors, and, if any of the foregoing are individuals, their spouses.

DTE understands that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. DTE affirms that the information provided is accurate to the best of DTE's knowledge and that the individual signing on behalf of DTE below has the authority to provide this disclosure on behalf of DTE.

Sign name: _____

Print name: _____

Sworn and subscribed to before me on _____, 20____
[by _____, in his/her capacity as the
_____ of DTE]

Sign: _____

Print: _____

Notary Public, _____ County, Michigan,

Acting in _____ County

My Commission Expires: _____

EXHIBIT 4-B: FORM OF LEASE

(to be attached)

SOLAR ENERGY LEASE AGREEMENT
(VanDyke/Lynch)

THIS SOLAR ENERGY LEASE AGREEMENT (this “Lease”) entered into as _____ by the CITY OF DETROIT (“City”), acting through its Public Lighting Department, and DTE ELECTRIC COMPANY (“DTE”). DTE and City are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”. Any capitalized term used in this Lease and not defined in this Lease shall have the meaning given to it in the Special Contract (defined below).

RECITALS

- A. In order to meet its goals to reduce its greenhouse gas emissions and its contribution to climate change that has led to hardships for inhabitants of the City, the City, acting through its Public Lighting Department, seeks to offset 100% of its electricity usage for the City’s operations with locally-generated solar power (“Solar Initiative”).
- B. City and DTE previously entered into that certain Special Contract Between City of Detroit and DTE Electric Company for Solar Photovoltaic Energy Development on City-owned property, dated _____, 2024 (the “Special Contract”), pursuant to which the City and DTE have agreed that DTE will install, own and operate an electricity grid-connected photovoltaic, solar energy facility (the “Solar Project”) on real property owned by the City, subject to the terms of the Special Contract.
- C. The Solar Project includes, but is not limited to, the installation, maintenance and operation of a solar generating system, its electrical and mechanical components, support structure, mounting or tracking components, inverter(s), modules, meter(s), monitoring components, meteorological monitoring devices, conduit, collection lines, cables, electric lines, transmission lines, ducts, transformers, junction boxes, fences, interconnection facilities, energy storage system, substation, roadways, driveways, and other related elements and improvements installed in the nature of and in connection with the work including trees, shrubs, and other vegetation (“Landscaping”) and storm water basins.
- D. As of the date of this Lease, the City has acquired “All Necessary Land Rights” for the real property more particularly described in **Exhibit A-1** and depicted on **Exhibit A-2** attached hereto (the “Solar Project Property”) and has completed all site preparation activities on the Solar Project Property as required by Section 4.A of the Special Contract.
- E. In accordance with the Special Contract, the City desires lease to DTE, and DTE desires to lease from the City, the Solar Project Property, for construction and operation of the Solar Project, subject to the terms of this Lease.

NOW THEREFORE, in consideration of the mutual covenants contained herein and in the Special Contract, and for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
LEASE OF SOLAR PROJECT PROPERTY & TERM

1.1 Lease of Solar Project Property; Permitted Use. The City hereby leases to DTE, and DTE hereby leases from the City, the Solar Project Property for use as provided in the Special Contract, subject to the terms of his Lease. During the term of this Lease, DTE may use the Solar Project Property for the sole purpose of constructing, installing, maintaining, operating, repairing, replacing, altering, and removing the Solar Project desirable for the Term, and other uses which are incidental or necessary thereto. The “Solar Project Property” for purposes of this Lease includes the surface of the real property and the earth under surface up to a depth of 30 feet, and any airspace over said real property necessary to ensure direct sunlight for operation of the Solar Project and the generation of solar energy on said real property, together with any streets, sidewalks or alleys located within the Solar Project Property, but does not include any overhead or subsurface utility infrastructure within the Solar Project Property owned or operated by the City or any third parties. DTE shall not permit or suffer any use of the Solar Project Property for the use of others, except that it shall permit reasonable access to utilities with infrastructure within the Solar Project Property. City further grants DTE the following rights: to receive, unload, store, warehouse and protect all materials, tools and equipment on the Solar Project Property. DTE shall have the right to restrict access to the Solar Project Property by the public during the term of this Lease.

1.2 Physical Condition of the Solar Project Property. The Solar Project Property is delivered by City to DTE in a current “as-is” physical condition, and DTE hereby accepts the Solar Project Property in its “as-is” physical condition. City expressly disclaims and DTE waives all implied warranties regarding physical condition including, without limitation, any warranty of merchantability or warranty of fitness for a particular use or purpose. Notwithstanding the foregoing or anything to the contrary contained in this Lease, the City’s obligation to complete all demolition activities on the Solar Project Property required under Section 4.A of the Special Contract continues notwithstanding the commencement of this Lease.

1.3 Term. The Term of this Lease shall commence on the date hereof and shall expire upon the expiration or earlier termination of the Special Contract.

1.4 Rent. There shall not be any rent or other lease fee due by DTE hereunder to the City, it being understood that this Lease is being entered into in furtherance of the Special Contract, and the obligations of DTE to operate the Solar Project for the benefit of the City and no other customer, pursuant to the Special Contract and MCL 460.1061 (provided that DTE may supply renewable energy generated by the Solar Project into DTE’s local distribution system).

1.5 Removal of Solar Project at End of Term. DTE shall decommission the Solar Project in accordance with the terms of the Special Contract. The obligations contained in this Section 1.5 shall survive the expiration or earlier termination of this Lease.

1.6 Interconnection Route. The City has provided DTE the Interconnection Route (as defined in the Special Contract) pursuant to [insert permit here] (“Interconnection Route Permit”) and the Interconnection Route Permit shall not be terminated by the City unless and until the expiration or earlier termination of this Lease.

ARTICLE II **ENVIRONMENTAL PROVISIONS**

2.1 Environmental. Without limiting any other provisions of this Lease, DTE shall not, except in compliance with all federal, state or local laws relating to health, safety or the environment (hereinafter “Environmental Law”), cause, permit or suffer any hazardous substances, wastes or materials, including petroleum (including fractions thereof and petroleum based products), asbestos and polychlorinated biphenyls as defined or regulated under Environmental Law (hereinafter “Hazardous Substances”) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Solar Project Property or any portion thereof by DTE, its agents, employees or contractors. Further, DTE shall not use, stock or store any Hazardous Substances upon the Solar Project Property in violation of Environmental Law. DTE shall within a reasonable time notify City and provide City copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports or notices relating to any Hazardous Substances on the Solar Project Property in violation of any Environmental Law. DTE shall indemnify, defend (with counsel acceptable to City and at DTE's sole cost), and hold City harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, fines, judgments, suits, proceedings, damages, disbursements and expenses of any kind (including natural resource damages, attorneys' fees and experts' fees and expenses, and fees and expenses incurred in investigating, defending or prosecuting any litigation, claim, action or proceeding) that may at any time be imposed upon, incurred by or asserted or awarded against City in connection with or arising out of in whole or in part and whether directly or indirectly the transportation, treatment, storage, disposal, production, manufacture, generation, refinement or use or the actual or threatened escape, dispersal, seepage, migration, emission, discharge or release of any Hazardous Substances by DTE, its agents, employees or contractors from or at the Solar Project Property. This paragraph and the indemnity herein shall survive the expiration or termination of this Lease.

ARTICLE III **CONSTRUCTION AND INSTALLATION OF THE SOLAR PROJECT**

3.1 Installation. DTE will construct and install the Solar Project during the Term of this Lease at the sole cost and expense of DTE. All work performed by DTE in connection with the construction and installation of the Solar Project shall be performed in accordance with all applicable federal, state and local laws, rules, regulations and ordinances, and the terms of the Special Contract. City shall have the right to review all construction plans and work with DTE.

The fencing and screening of the Solar Project Property shall be in accordance with Section 6.A. of the Special Contract and the Neighborhood Agreement. As between the City and DTE, the responsibility for obtaining all permits, licenses and approvals required for the installation, operation and maintenance of the Solar Project shall be as provided in the Special Contract.

3.2 No Obstructions. City shall not install any physical obstruction on the Solar Project Property that has or would reasonably be expected by DTE to have the effect of materially reducing the production of energy from the Solar Project without DTE's prior consent. Further, if City installs any physical obstruction on property adjacent to the Solar Project property that has or would reasonably be expected by DTE to have the effect of materially reducing the production of energy from the Solar Project, DTE shall notify the City and the Parties shall resolve any dispute with respect to such physical obstruction in accordance with Section 10 of the Special Contract. DTE may trim foliage on property owned by the City that is adjacent to the Solar Project Property with the City's consent, not to be unreasonably withheld, conditioned, or delayed.

3.3 No Interference. During the term of this Lease, the City shall not grant any licenses, easements, leases, mortgages, rights of way, liens or any other right or interest, whether recorded or unrecorded, in or to the Solar Project Property without DTE's prior written consent, which consent DTE may withhold in its sole discretion. Except where necessary to protect the health, safety, or welfare of the public, the City will not initiate or conduct activities near the Solar Project Property that it knows or reasonably should know will damage, impair or otherwise adversely affect the Solar Project or its operation (including activities that may adversely affect the Solar Project's direct or indirect exposure to sunlight). DTE agrees and understands that the Solar Project will have public right-of-ways bordering the Solar Project in active use and nothing in this Section shall be read to restrict the public's use of rights-of-way bordering or nearby the project. Nothing contained herein shall restrict or prohibit the City or any third parties with existing easements or overhead or underground utility lines within the Solar Project Property from accessing such easements or utility lines within the Solar Project Property and performing any maintenance, repair, replacement or removal of such utility lines in the ordinary course of operations of the City or such third party, provided that the same coordinate access to the Solar Project Property with DTE first in the manner provided in Section 4.2, below. It is further acknowledged and agreed that the Solar Project Property contains public rights of way, including streets, alleys and sidewalks, which the City will close during the term of this Lease. During the term of this Lease, neither party shall be required to maintain the right-of-way improvements existing in the right-of-ways as of the date of this Lease. DTE may locate and install DTE Property within such right-of-ways during the term of this Lease, provided that such DTE Property is installed a manner that allows any utility providers to access their respective utility facilities. DTE shall not remove any roadways, pavement, or sidewalk improvements within such right-of-ways existing as of the date hereof, except to the extent necessary for the actual installation of the Solar Project.

ARTICLE IV **OWNERSHIP; MAINTENANCE OF SOLAR PROJECT & TAXES**

4.1 Ownership of Solar Project by DTE & Taxes. The Solar Project and all alterations, additions, improvements or installations made thereto by DTE and all personal property of DTE

used in connection with the installation, operation and maintenance of the Solar Project, or other apparatus related to the Solar Project are, and shall be and remain, the personal property of DTE (“DTE Property”). In no event shall any DTE Property be deemed a fixture, nor shall City, nor anyone claiming by, through or under City (including, but not limited to, any present or future mortgage of City) have any rights in or to the DTE Property at any time. All energy, including capacity and stored energy, generated by the Solar Project shall remain the sole and exclusive property of DTE.

The City shall retain ownership of the Solar Project Property, and the Parties acknowledge that, as real property owned by the City the Solar Project Property is exempt from real property taxes, and in the event any such taxes are imposed they will be paid by the City. DTE shall pay any income taxes imposed on DTE due to the sale of energy under the Special Contract. DTE shall pay any lessee or user tax payable in connection with DTE’s use of the Property pursuant to M.C.L. 211.181 *et. seq.*. DTE shall be responsible for the payment of, and shall pay before becoming delinquent, all taxes, assessments, fees, or other charges assessed or levied upon DTE and the Solar Project. DTE further agrees to prevent such taxes, assessments, fees, or other charges from giving rise to any lien against the Solar Project Property. Nothing herein shall prevent or prohibit DTE from contesting the validity or amount of any such tax, assessment, or fee in the manner authorized by law. DTE shall be responsible for payment of any personal property taxes, possessory interest taxes, permit fees, business license fees and any and all fees and charges of any nature levied against the Solar Project and operations of DTE at any time. If bills for taxes on the Solar Project are received by the City, City shall remit such bills to DTE.

4.2 Maintenance of Solar Project by DTE. DTE will operate, maintain and repair the Solar Project during the Term at the sole cost and expense of DTE. All work performed by DTE in connection with the installation, operation, maintenance and repair of the Solar Project shall be performed in accordance with all applicable federal, state and local laws, rules, regulations and ordinances. DTE shall maintain the Landscaping as specified in the Neighborhood Agreement. The City shall have non-emergency access to the Solar Project Property and the Solar Project for inspection and oversight of the Solar Project, provided that the City has provided DTE with notice of such access by the close of business two (2) business days before such access, and provided that such access is during normal business hours on Monday to Friday and at a mutually agreed upon time. When so accessing the Solar Project Property, City shall abide by all of DTE’s safety and security protocols and, if required by DTE, are escorted by DTE personnel.

4.3 Security. At all times during DTE’s construction and operations on the Solar Project Property, DTE shall keep any and all areas of construction and operation adequately secured for safety and security purposes. DTE shall have the right to install fencing and other security measures around the Solar Project, provided that a) such fencing and measures are consistent with the Special Contract and the Neighborhood Agreement. DTE acknowledges that City shall have no obligation whatsoever to provide guard services or other security measures for the benefit of DTE or the Solar Project.

ARTICLE V
LOSS, DAMAGE OR DESTRUCTION OF SOLAR PROJECT; INSURANCE; FORCE
MAJEURE

5.1 Solar Project Loss. DTE shall bear the risk of any Solar Project loss and DTE's personal property, equipment or materials ("Solar Project Loss"). DTE shall be also responsible for any death, injury, or damage that occurs on the Solar Project Property to the extent caused by DTE's negligence, or the negligence of any of its agents, employees, subcontractors or any party whom DTE has permitted on the Solar Project Property under this Lease. All losses and damages at the Solar Project Property shall be reported to City upon discovery by DTE.

(a) In the event of any Solar Project Loss that, in the reasonable judgment of DTE, results in less than total destruction or loss of the Solar Project, this Lease will remain in full force and effect and DTE has the option, at DTE's absolute and sole discretion and sole cost and expense, to repair or replace the Solar Project as quickly as practicable. DTE shall be entitled to all proceeds of insurance with respect to the Solar Project, except to the extent that such proceeds relate to damage to the City, or its employees or property.

(b) In the event of any Solar Project Loss that, in the reasonable judgment of DTE, results in total destruction or loss of the Solar Project, DTE shall, within thirty (30) days following the occurrence of such Solar Project Loss, notify City whether DTE is willing, notwithstanding such Solar Project Loss, to repair or replace the Solar Project. If DTE does not agree to repair or replace the Solar Project, then this Lease will terminate, which termination shall be effective upon DTE's decommissioning and removal of the Solar Project in accordance with Section 1.5 hereof and the Special Contract, and DTE shall be entitled to all proceeds of insurance with respect to the Solar Project, except to the extent that such proceeds relate to damage to the City, or its employees or property.

5.2 Insurance. DTE will, at its own cost and expense, maintain the forms of insurance required pursuant to Exhibit 4, Article 10 of the Rider 17 of the DTE Electric Rate Book on file with the Michigan Public Service Commission. For the avoidance of doubt, DTE's property insurance shall cover the Solar Project and the Solar Project Property. The provisions of this Lease shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies. The liability of the Parties shall not be limited by insurance.

ARTICLE VI **EVENTS OF DEFAULT; REMEDIES**

6.1 Events of Default. A Party shall be in default under this Agreement of such Party breaches any of its obligations hereunder and fails to cure such breach within thirty (30) days after written notice from the other Party (or such longer period of time as may reasonably be required to cure such default, if such default cannot reasonably be cured within a thirty (30) day period). Such default shall constitute an event of default of such party under the Special Contract, and the non-defaulting Party shall have the right to pursue any such remedies available to such Party under the Special Contract.

ARTICLE VII
LIMITATIONS

7.1 Waiver of Consequential Damages. The City will not be liable to DTE and DTE will not be liable to City for special, indirect or consequential damages arising out of the performance or non-performance of this Lease, whether caused by negligence, tort, strict liability, breach of contract, or breach of warranty, including damages in the nature of lost profits or revenues, loss of use of facilities or equipment or inability to perform contracts with third parties (other than for any damages incurred under such contracts), other than for damages resulting from the claims of third parties.

ARTICLE VIII
NOTICES

8.1 Notices. Notices under this Lease shall be sent to:

<p>If to DTE:</p> <p>DTE Electric Company One Energy Plaza, , ___ WCB Detroit, Michigan 48226 Attention: Director of Renewables Email:</p> <p>With a copy to: Office of General Counsel DTE Electric Company One Energy Plaza, 1635 WCB Detroit 48226</p>	<p>If to the City:</p> <p>City of Detroit Office of the Clerk, Public Lighting Department 2 Woodward Ave., Detroit, Michigan 48226 Attention: Email:</p> <p>With a copy to:</p> <p>Corporation Counsel City of Detroit Law Department 2 Woodward Avenue, Suite 500 Detroit, Michigan 48226 Attention: Bruce Goldman Email: goldb@detroitmi.gov</p>
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A Party may change its address or email by written notice to that effect to the other Party. Notices given under this Section are deemed to have been effectively given upon receipt, if mailed via prepaid overnight mail by a reputable carrier or if delivered by courier. Notices will be deemed effectively given on the third business day following the day when the notice properly addressed and postpaid is placed in the United States mail. It is expressly understood and agreed, however, that any notices referred to in this Lease must first be delivered by or sent electronically in accordance with the dates and times provided in this Lease and must be mailed as soon as practicable thereafter.

ARTICLE IX
ASSIGNMENT; BINDING EFFECT

9.1 Assignment; Binding Effect. The Parties shall not, without the prior written consent of the other, which consent will not be unreasonably withheld or delayed, assign, pledge or transfer all or any part of, or any right or obligation under, this Lease, whether voluntarily or by operation of law, and any such assignment or transfer without such consent will be null and void. Notwithstanding the foregoing, (a) changes in control of DTE shall not be deemed an assignment of this Lease, and (b) DTE shall be entitled to assign its rights and interests in this Lease for collateral purposes in connection with any equity or debt financing of DTE or DTE's affiliates; and (c) City shall be entitled to assign its rights to any public or quasi-public entity having jurisdiction or operations within this City. Any assignee hereunder shall assume in writing, in form and content reasonably satisfactory to City and DTE, the performance and obligations under this Lease of the Assignor. It is the intent of the Parties that this Lease shall be binding upon and inure to the benefit of the parties' successors and assigns.

ARTICLE X
MISCELLANEOUS

10.1 Conflicts with Special Contract. Nothing in this Lease is intended to, and shall not be interpreted to, modify the express provisions in the Special Contract. In the event of any direct conflict between this Lease and the Special Contract, the terms of the Special Contract shall control.

10.2 No Third Party Beneficiaries. Nothing in this Lease will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

10.3 No Recourse to Affiliates. This Lease is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the person against whom recourse is sought.

10.4 Relationships of Parties. This Lease shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party.

10.5 Counterparts. This Lease may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. Executed copies of this Lease may be delivered between the parties via electronic means including electronic mail. The parties intend that this Lease may be executed by either or both of the parties by means of the affixing of a digital signature or by other electronic means, in accordance with the Michigan Uniform Electronic Transactions Act (MCL 450.831 et seq.).

10.6 Entire Agreement; Amendment. This Lease, together with the Special Contract constitutes the entire agreement and understanding between the parties hereto relating to the use

and operation of the Solar Project Property. DTE acknowledges that neither the City nor the City's agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by DTE by implication or otherwise unless expressly set forth herein or in the Special Contract. Any change in, addition to, or amendment or modification of the terms hereof shall be of no effect unless reduced to writing and executed by DTE, executed by the duly authorized representative of the City pursuant to the resolution of the Detroit City Council as approved by the Mayor of the City of Detroit, and approved by the City of Detroit Law Department.

10.7 Lease Interest. The relationship between the parties hereto is solely that of a landlord and tenant, and nothing herein contained shall constitute or be construed as establishing any other relationship between them including, without limitation, the relationship of principal and agent, employer and employee or parties engaged in a partnership or joint venture. Without limiting the foregoing, it is specifically understood that neither party is the agent of the other and neither is in any way empowered to bind the other or to use the name of the other in connection with the construction, maintenance or operation of the Solar Project Property, except as otherwise specifically provided herein or in the Special Contract.

10.8 Construction of Agreement. This Agreement and any ambiguities or uncertainties contained herein shall be equally and fairly interpreted for the benefit of and against all parties to this Lease and shall further be construed and interpreted without reference to the identity of the party or parties preparing this document, it being expressly understood and agreed that the parties hereto participated equally in the negotiation and preparation of this Lease or have had equal opportunity to do so. Accordingly, the parties hereby waive the legal presumption that the language of the contract should be interpreted most strongly against the party who caused the uncertainty to exist. The captions used herein are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions hereof.

10.9 Memorandum for Recordation. DTE shall not record this Lease. City shall execute a memorandum of this Lease reasonably acceptable to DTE, which DTE may record, at its cost, in the Wayne County Register of Deeds.

10.10 Exhibits and Schedules. Any and all exhibits and schedules referenced herein and/or attached hereto are hereby incorporated into this Lease by reference.

This instrument is exempt from transfer taxes pursuant to: MCL 207.505(f) or (h)(i); MCL 207.526(f) or (h)(i); and MCL 211.8(g).

[Signature page follows.]

EXHIBIT A-1

DESCRIPTION OF SOLAR PROJECT PROPERTY

Parcel ID	Address	Neighborhood
17002517	8362 LYFORD	Van Dyke/Lynch
17003282	8195 ELGIN	Van Dyke/Lynch
17002794	8309 LEANDER	Van Dyke/Lynch
17002968	8251 KENNEY	Van Dyke/Lynch
17002897	8268 KENNEY	Van Dyke/Lynch
17003164	8363 MONTLIEU	Van Dyke/Lynch
17003165	8369 MONTLIEU	Van Dyke/Lynch
17003436	8305 WISNER	Van Dyke/Lynch
17002800	8345 LEANDER	Van Dyke/Lynch
17002687	8412 LEANDER	Van Dyke/Lynch
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17002618	8363 LYFORD	Van Dyke/Lynch
17002631	8445 LYFORD	Van Dyke/Lynch
17003279	8175 ELGIN	Van Dyke/Lynch
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17003431	8271 WISNER	Van Dyke/Lynch
17003372	8210 WISNER	Van Dyke/Lynch
17003230	8270 ELGIN	Van Dyke/Lynch
17002522	8330 LYFORD	Van Dyke/Lynch
17002871	8424 KENNEY	Van Dyke/Lynch
17002895	8280 KENNEY	Van Dyke/Lynch
17003435	8299 WISNER	Van Dyke/Lynch
17002606	8291 LYFORD	Van Dyke/Lynch
17002894	8286 KENNEY	Van Dyke/Lynch
17002805	8375 LEANDER	Van Dyke/Lynch
17002990	8383 KENNEY	Van Dyke/Lynch
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17003225	8306 ELGIN	Van Dyke/Lynch
17002621	8387 LYFORD	Van Dyke/Lynch
17002891	8304 KENNEY	Van Dyke/Lynch
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17003296	8295 ELGIN	Van Dyke/Lynch
17002989	8377 KENNEY	Van Dyke/Lynch

17003297	8301 ELGIN	Van Dyke/Lynch
17002806-7	8381 LEANDER	Van Dyke/Lynch
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17002889	8316 KENNEY	Van Dyke/Lynch
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17002783	8243 LEANDER	Van Dyke/Lynch
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17003412	8135 WISNER	Van Dyke/Lynch
17002881	8364 KENNEY	Van Dyke/Lynch
17003288	8237 ELGIN	Van Dyke/Lynch
17002698	8346 LEANDER	Van Dyke/Lynch
17003414	8151 WISNER	Van Dyke/Lynch
17003300	8323 ELGIN	Van Dyke/Lynch
17002611	8321 LYFORD	Van Dyke/Lynch
17002614	8339 LYFORD	Van Dyke/Lynch
17002701	8328 LEANDER	Van Dyke/Lynch
17003379	8160 WISNER	Van Dyke/Lynch
17002619	8369 LYFORD	Van Dyke/Lynch
17002893	8292 KENNEY	Van Dyke/Lynch
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17003368	8238 WISNER	Van Dyke/Lynch
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17003291	8259 ELGIN	Van Dyke/Lynch
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17003293	8277 ELGIN	Van Dyke/Lynch
17003242	8188 ELGIN	Van Dyke/Lynch
17003149	8275 MONTLIEU	Van Dyke/Lynch
17002524	8320 LYFORD	Van Dyke/Lynch
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17002604	8279 LYFORD	Van Dyke/Lynch
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17002983	8341 KENNEY	Van Dyke/Lynch
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17002963	8221 KENNEY	Van Dyke/Lynch
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17002599	8249 LYFORD	Van Dyke/Lynch
17002962	8215 KENNEY	Van Dyke/Lynch
17003142	8233 MONTLIEU	Van Dyke/Lynch
17002904	8226 KENNEY	Van Dyke/Lynch
17002717	8232 LEANDER	Van Dyke/Lynch
17003370	8224 WISNER	Van Dyke/Lynch
17002532	8270 LYFORD	Van Dyke/Lynch
17002694	8368 LEANDER	Van Dyke/Lynch
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17002813	8421 LEANDER	Van Dyke/Lynch
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17003245	8166 ELGIN	Van Dyke/Lynch
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17002979	8317 KENNEY	Van Dyke/Lynch
17002527	8300 LYFORD	Van Dyke/Lynch
17003424	8221 WISNER	Van Dyke/Lynch
17003369	8230 WISNER	Van Dyke/Lynch
17003283	8203 ELGIN	Van Dyke/Lynch
17002875	8400 KENNEY	Van Dyke/Lynch
17002972	8275 KENNEY	Van Dyke/Lynch
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17003441	8343 WISNER	Van Dyke/Lynch
17003076	8242 MONTLIEU	Van Dyke/Lynch
17002716	8238 LEANDER	Van Dyke/Lynch
17002535	8254 LYFORD	Van Dyke/Lynch
17002699	8340 LEANDER	Van Dyke/Lynch
17002685	8424 LEANDER	Van Dyke/Lynch
17003066	8300 MONTLIEU	Van Dyke/Lynch
17002516	8374 LYFORD	Van Dyke/Lynch
17003381	8146 WISNER	Van Dyke/Lynch
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17003423	8215 WISNER	Van Dyke/Lynch
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17003241	8194 ELGIN	Van Dyke/Lynch
17002987	8365 KENNEY	Van Dyke/Lynch
17003384	8126 WISNER	Van Dyke/Lynch
17002696	8358 LEANDER	Van Dyke/Lynch
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17003068	8290 MONTLIEU	Van Dyke/Lynch
17003167	8381 MONTLIEU	Van Dyke/Lynch
17002880	8370 KENNEY	Van Dyke/Lynch
17002693	8374 LEANDER	Van Dyke/Lynch
17003158	8329 MONTLIEU	Van Dyke/Lynch
17002887	8328 KENNEY	Van Dyke/Lynch
17003374	8196 WISNER	Van Dyke/Lynch
17002629	8433 LYFORD	Van Dyke/Lynch
17002520	8344 LYFORD	Van Dyke/Lynch
17002633	8457 LYFORD	Van Dyke/Lynch
17002526	8308 LYFORD	Van Dyke/Lynch
17002812	8417 LEANDER	Van Dyke/Lynch
17002702	8322 LEANDER	Van Dyke/Lynch
17002626	8415 LYFORD	Van Dyke/Lynch

17002801	8351 LEANDER	Van Dyke/Lynch
17003238	8214 ELGIN	Van Dyke/Lynch
17002600	8251 LYFORD	Van Dyke/Lynch
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17002634	8463 LYFORD	Van Dyke/Lynch
17003413	8143 WISNER	Van Dyke/Lynch
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17002964	8227 KENNEY	Van Dyke/Lynch
17002610	8315 LYFORD	Van Dyke/Lynch
17002816	8441 LEANDER	Van Dyke/Lynch
17002803	8363 LEANDER	Van Dyke/Lynch
17003069	8284 MONTLIEU	Van Dyke/Lynch
17002635	8473 LYFORD	Van Dyke/Lynch
17003067	8296 MONTLIEU	Van Dyke/Lynch
17003416	8163 WISNER	Van Dyke/Lynch
17003380	8154 WISNER	Van Dyke/Lynch
17002873	8412 KENNEY	Van Dyke/Lynch
17003432	8275 WISNER	Van Dyke/Lynch
17002905	8216 KENNEY	Van Dyke/Lynch
17002782	8237 LEANDER	Van Dyke/Lynch
17002985	8353 KENNEY	Van Dyke/Lynch
17003295	8287 ELGIN	Van Dyke/Lynch
17002697	8352 LEANDER	Van Dyke/Lynch
17003361	8288 WISNER	Van Dyke/Lynch
17002680	8452 LEANDER	Van Dyke/Lynch
17003363	8272 WISNER	Van Dyke/Lynch
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17003156	8315 MONTLIEU	Van Dyke/Lynch
17003421	8199 WISNER	Van Dyke/Lynch
17003375	8188 WISNER	Van Dyke/Lynch
17002993	8401 KENNEY	Van Dyke/Lynch
17003223	8318 ELGIN	Van Dyke/Lynch
17002525	8314 LYFORD	Van Dyke/Lynch
17003285	8217 ELGIN	Van Dyke/Lynch
17002906	8214 KENNEY	Van Dyke/Lynch
17003134	8185 MONTLIEU	Van Dyke/Lynch
17002602	8265 LYFORD	Van Dyke/Lynch
17003218	8354 ELGIN	Van Dyke/Lynch
17003280	8181 ELGIN	Van Dyke/Lynch

17002711	8268 LEANDER	Van Dyke/Lynch
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17002531	8278 LYFORD	Van Dyke/Lynch
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17002980	8321 KENNEY	Van Dyke/Lynch
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17002817	8449 LEANDER	Van Dyke/Lynch
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17002521	8340 LYFORD	Van Dyke/Lynch
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17003355	8330 WISNER	Van Dyke/Lynch
17002612	8327 LYFORD	Van Dyke/Lynch
17002689	8400 LEANDER	Van Dyke/Lynch
17003365	8260 WISNER	Van Dyke/Lynch
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17002900	8250 KENNEY	Van Dyke/Lynch
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17002988	8371 KENNEY	Van Dyke/Lynch

17002792	8297 LEANDER	Van Dyke/Lynch
17003434	8291 WISNER	Van Dyke/Lynch
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17003437	8313 WISNER	Van Dyke/Lynch
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17002886	8334 KENNEY	Van Dyke/Lynch
17003072	8266 MONTLIEU	Van Dyke/Lynch
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17003278	8167 ELGIN	Van Dyke/Lynch
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17003233	8250 ELGIN	Van Dyke/Lynch
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17002607	8297 LYFORD	Van Dyke/Lynch
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17002890	8310 KENNEY	Van Dyke/Lynch
17002691	8386 LEANDER	Van Dyke/Lynch
17002523	8326 LYFORD	Van Dyke/Lynch
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17003141	8227 MONTLIEU	Van Dyke/Lynch
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17002616	8351 LYFORD	Van Dyke/Lynch
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17003371	8218 WISNER	Van Dyke/Lynch
17003284	8209 ELGIN	Van Dyke/Lynch
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17002872	8418 KENNEY	Van Dyke/Lynch
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17002902	8238 KENNEY	Van Dyke/Lynch
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17002795	8315 LEANDER	Van Dyke/Lynch
17002888	8322 KENNEY	Van Dyke/Lynch
17002624	8403 LYFORD	Van Dyke/Lynch
17002901	8244 KENNEY	Van Dyke/Lynch
17002789	8279 LEANDER	Van Dyke/Lynch
17002617	8357 LYFORD	Van Dyke/Lynch
17002882	8358 KENNEY	Van Dyke/Lynch
17002709	8280 LEANDER	Van Dyke/Lynch

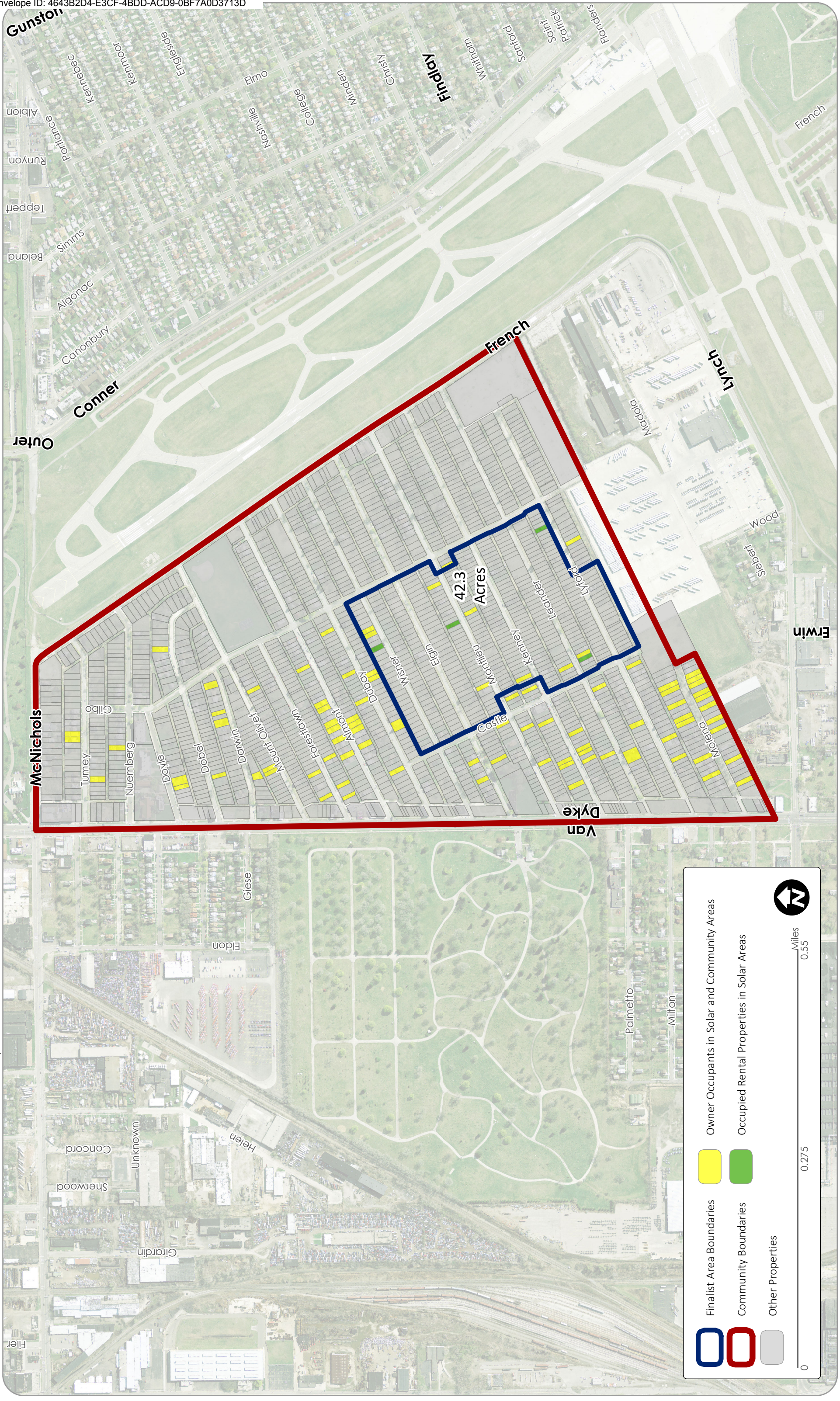
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17003415	8157 WISNER	Van Dyke/Lynch
17002625	8409 LYFORD	Van Dyke/Lynch
17002885	8340 KENNEY	Van Dyke/Lynch
17003219	8346 ELGIN	Van Dyke/Lynch
17002909	8196 KENNEY	Van Dyke/Lynch
17002598	8243 LYFORD	Van Dyke/Lynch
17003132	8171 MONTLIEU	Van Dyke/Lynch
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17002976	8299 KENNEY	Van Dyke/Lynch
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17003224	8312 ELGIN	Van Dyke/Lynch
17003290	8251 ELGIN	Van Dyke/Lynch
17003409	8115 WISNER	Van Dyke/Lynch
17003277	8159 ELGIN	Van Dyke/Lynch
17003220	8338 ELGIN	Van Dyke/Lynch
17002627	8421 LYFORD	Van Dyke/Lynch
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17003061	8330 MONTLIEU	Van Dyke/Lynch
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17003059	8342 MONTLIEU	Van Dyke/Lynch
17003058	8348 MONTLIEU	Van Dyke/Lynch
17003057	8354 MONTLIEU	Van Dyke/Lynch
17003056	8360 MONTLIEU	Van Dyke/Lynch
17003055	8366 MONTLIEU	Van Dyke/Lynch
17003054	8374 MONTLIEU	Van Dyke/Lynch
17003053	8380 MONTLIEU	Van Dyke/Lynch

EXHIBIT A-2

DEPICTION OF SOLAR PROJECT PROPERTY

VAN DYKE/LYNCH FINALIST AREA

WITH STRUCTURE OWNERSHIP - JULY 19, 2024



	Finalist Area Boundaries		Owner Occupants in Solar and Community Areas
	Community Boundaries		Occupied Rental Properties in Solar Areas
	Other Properties		

0 0.275 0.55 Miles

EXHIBIT 4-C: RESIDENT UPGRADES: RESIDENTIAL SOLAR FIELD PROGRAM

- 1. Description.** As part of its consideration under this Agreement and at the direction of the City, DTE shall fund and administer a program to provide home energy efficiency upgrades to homes within the nominating community of the Solar Project site (the “Neighborhood”) that were owner occupied as of December 31, 2023 and remain so as of the date of such upgrades. Each such owner-occupied home shall be entitled to receive energy efficiency upgrades pursuant to such program equal to the greater of (a) the number of acres contained in the Solar Project site, multiplied by \$25,000, divided by the number of owner-occupied homes in the nominating community, or (b) \$15,000 per individual owner-occupied home. Based on the 85 owner-occupied homes identified as of November 2023 for Van Dyke/Lynch Solar Project site, the benefit per owner-occupied home would be \$15,000 (“Resident Benefit Amount”).
- 2. Verification of Eligibility by City.** Upon DTE’s request, the City shall supply DTE with a list of residents its records indicate reside within the nominating area and own their own home, each resident’s address, and the value of benefits to be provided to each eligible resident based on the formula set forth in Section 1 of this Exhibit.

 - a. If DTE believes there is any error in the list, it shall notify the City as soon as is practicable and may request verification. The City will respond to any such request for verification within 10 business days.
 - b. DTE shall not provide energy efficiency upgrades to a resident or property that has not been verified as eligible by the City.
- 3. Energy Efficiency Upgrade Options.** Eligible community residents shall have the option to select from the following options for energy efficiency upgrades to their residence, up to the Resident Benefit Amount.

 - a. Windows
 - b. Energy efficient appliances
 - c. Energy efficient furnace
 - d. Energy efficient hot water heater
 - e. Home insulation and air sealing
 - f. Smart thermostats
 - g. Energy efficient lighting
 - h. Battery back-up (with transfer switch to allow service for outages)
 - i. Residential solar panels
 - j. Roof repairs
- 4. Performing of Upgrades.** Upon the execution of the Neighborhood Agreement, the City shall provide to DTE a list of contractors who have provided similar home repair services to the City under various grant-funded programs for the City, and the City and DTE shall work together to select a contractor (the “Implementation Contractor”) to perform the home energy efficiency upgrades for qualified residents, and DTE shall enter into a contract with

such Implementation Contractor, in a form acceptable to DTE in its sole discretion, regarding the performance of the home energy efficiency upgrades in accordance with the terms of this Agreement. All individuals carrying out the work must have appropriate qualifications, including but not limited to required licensure in the state of Michigan.

5. **Required Assessment.** DTE or the Implementation Contractor, in cooperation and coordination with the City, shall provide a home assessment to qualified residents to identify the best options to make their home more energy efficient and produce utility bill savings prior to resident selection of energy efficiency upgrades from the options. No energy efficiency upgrade requested by a resident may be authorized until such an assessment has been performed and DTE or the Implementation Contractor, and the City have met together with the homeowner to agree upon the scope of the home energy efficiency upgrades to be provided. As the upgrades for each qualified resident are completed, and prior to authorizing final payment for the upgrades performed for such resident, DTE shall notify the City of the completion of such upgrades to allow the City to verify that the upgrades have been properly completed and that the resident has approved the work.

6. **Funding.** Upon completion of such upgrades by the Implementation Contractor and the completion of the City's verification of the upgrades pursuant to Section 5 hereof, DTE will process the applicable payment due to the Implementation Contractor. DTE shall be under no obligation to process any payment to the extent such payment would, in aggregate with all other payments made with respect to the applicable resident, exceed the Resident Benefit Amount.

7. **Completion of Work.** DTE shall cause the Implementation Contractor to use commercially reasonable efforts to complete the resident upgrades prior to Commercial Operation of the associated Solar Project. All residential upgrades must be completed on or before the first anniversary of Commercial Operation unless the City agrees to an extension in writing. DTE shall notify the City of completion of the resident upgrade program. The notification of completion shall include documentation evidencing the benefit received from each resident who has received the benefit.

8. **Resident Benefit Monies Unspent.** If all qualified residents have received energy efficiency upgrades for which they are eligible, and the total spent is less than \$1,275,000 (the difference, the "Excess Resident Upgrade Amount"), then the DTE shall make a payment to the City in the amount of the Excess Resident Upgrade Amount, to be paid no later than January 1 of the year following the notice of completion of work described in Section 7. DTE may elect, in lieu of a payment, to create a credit equal to the Excess Resident Upgrade Amount and apply such amount against the Subscription Charge until fully credited.

EXHIBIT 5: RIGHT OF ENTRY TERMS

1. Prior to DTE and any of its consultants performing physical investigations of the Solar Project Property owned by the City, DTE shall obtain, and shall apply for, execute and return to the City, a written authorization by the City to access the Solar Project Property (a "Right of Entry"). The City's execution of this Agreement does not constitute permission for DTE and its consultants to enter onto the Solar Project Property, and DTE and its consultants shall comply with the typical procedures of the City for applying for and obtaining a Right of Entry. DTE shall submit applications for any required Right of Entry for DTE's inspections of the Solar Project Property within thirty (30) days of the Effective Date.
2. After DTE and its consultants obtain the Right of Entry required pursuant to Section 1 hereof, DTE shall have the right to undertake such surveying, environmental, and other due diligence investigations and inspections of the Solar Project Property as DTE may deem appropriate, and as authorized in the Right of Entry. DTE shall not interfere, and shall prevent its consultants from interfering, with the use of the Solar Project Property by the City or any tenant in possession of the Solar Project Property, including any demolition or site improvement activities of the City or such tenant in possession. All of DTE's inspections and investigations of the Solar Project Property shall be done at DTE's sole risk and expense. DTE shall provide not less than one (1) Business Days' notice to the City or its designated agent (which notice may be made by e-mail to the City or City's designated agent), prior to performing any physical investigations or inspections of the Solar Project Property. DTE shall perform all inspections during regular business hours. The City shall have the right to have a representative present during any investigations or inspections of the Solar Project Property. DTE shall comply with all terms and requirements of the Right of Entry.
3. DTE shall not cause any damage to the Solar Project Property shall fully restore the Solar Project Property to the condition existing prior to any activity by DTE or its consultants. DTE shall indemnify, defend and hold the City harmless from and against, any and all loss, cost, liability and expense, including reasonable attorneys' fees and litigation costs, suffered or incurred by the City as a result of the DTE's or DTE's Consultant's entry onto the Solar Project Property. Upon request of the City, and at no cost to the City, DTE shall deliver to the City a copy of each survey or report generated as a result of DTE's inspections and investigations.

EXHIBIT 6: NEIGHBORHOOD AGREEMENT

**DETROIT SOLAR PROJECT
NEIGHBORHOOD AGREEMENT**

(VanDyke/Lynch Solar Project)

THIS DETROIT SOLAR PROJECT NEIGHBORHOOD AGREEMENT (this “**Neighborhood Agreement**”) is made as of _____, 2024, between DTE Electric Company, a Michigan corporation (“**DTE**”), and [Sponsor Community Group], a Michigan non-profit corporation (the “[**Neighborhood Group**]”).

RECITALS

A. The City of Detroit, a Michigan municipal corporation (the “**City**”), and DTE previously entered into that certain Special Contract between City of Detroit and DTE Electric Company for Solar Photovoltaic Energy Development on City-Owned Property dated _____, 2024 (the “**Solar Development Agreement**”), pursuant to which DTE plans to construct a solar development to provide locally-generated solar power (the “**Solar Project**”) on approximately 40 acres of land owned by the City (or which will be owned by the City prior to construction of the Solar Project) within the VanDyke/Lynch neighborhood, as shown on the map attached hereto as Exhibit A (the “**Solar Project Property**”).

B. [Neighborhood Group] is not a for-profit entity, and is comprised of residents of the neighborhood where the Solar Project will be located, depicted in Exhibit B (the “**Neighborhood**”), and nominated the Solar Project Property to be a location for the City and DTE to locate the Solar Project.

C. Prior to the execution of this Agreement, DTE, the City, and [Neighborhood Group] engaged in a community outreach and discussion process to agree about certain aspects of the Solar Project at the Solar Project Property.

D. DTE and [Neighborhood Group] desire to enter into this agreement to memorialize the below commitments made by DTE in the construction and operation of the Project that affect the Neighborhood.

NOW THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Term. The term of this Agreement shall commence as of the date hereof and shall continue until the expiration or earlier termination of the Solar Development Agreement and the decommissioning of the Solar Project pursuant to the Solar Development Agreement.

2. Lighting, Fencing and Screening. As part of the construction and installation of the Solar Project, DTE will install the following around the perimeter of the Solar Project to provide screening of the Solar Project within the Neighborhood:

- a. [Describe type and size of fencing or wall along right of ways]
- b. [Describe fencing or screening along interior boundaries with other parcels]
- c. [Describe type of trees, shrubs, or other screening vegetation]
- d. [Describe type & size of any lighting that will be added, hours of operation]

3. Landscaping. In addition to any screening vegetation described in Section 2 above, DTE will install and properly maintain the following plantings within/under the solar panels.
[Describe type of vegetation (e.g. pollinator, grasses, etc.).]

4. Set-Back Buffers. The Solar Project will be constructed to provide at least a twenty (20) foot set-back between the installed solar panels and the property line of any adjacent privately-owned parcel that is not a part of the Solar Project Property. This twenty (20) foot setback shall not be required along any right-of-way which borders the Solar Project Property, and fencing, screening, and other landscape features may be located within this 20-foot setback. [Add discussion of handling adjacent tree cover if negotiated with the community].

5. Ongoing Maintenance. DTE will maintain the Solar Project Property in compliance with applicable codes and ordinances, including providing routine mowing of grass within any setback areas and under the installed solar panels to control the growth of plants and weeds. If pollinators or other vegetation that is not intended to be routinely mowed is installed, an alternative maintenance schedule should be stated.

6. Security. Security of the Solar Project Property is an important concern of both DTE and [Neighborhood Group]. The Solar Project Property shall not be open to the public, and access to the Solar Project Property will be controlled by DTE. Anyone seeking to enter the Solar Project Property may do so only with the express prior permission of DTE, which may be granted or withheld in DTE's discretion. DTE will not install any barbed wire, razor wire, or audible alarm systems at the Solar Project Property.

To maintain the continued safety and security of the Solar Project Property, [Neighborhood Group] and nearby residents are encouraged to report any suspected trespassing on the Solar Project Property or any breaches in fencing installed at the Solar Project Property to DTE's Solar Hotline at 313-235-4040. DTE employees or contractors will promptly investigate any security concerns reported to DTE.

Any concerns regarding power outages, downed power lines, or any emergency situations regarding electrical infrastructure should be reported to DTE by phone at 1 (800) 477-4747 or online through DTE's website.

7. Home Energy Improvement Program. Pursuant to the Solar Development Agreement and at the direction of the City, DTE will fund and administer a program to provide home energy efficiency upgrades to owner occupied homes within the Neighborhood. The details of the program will be as follows:

a. From receipt of the Michigan Public Service Commission approval required pursuant to the Solar Development Agreement until commencement of commercial operation of the Solar Project, each home within the Neighborhood that is owner-occupied as of December 31, 2023 (a list of which are set forth on Exhibit A) may request and receive home energy efficiency upgrades contracted for and funded by DTE, up to \$15,000 (the “**Per Home Reimbursement Limit**”). The Per Home Reimbursement Limit was calculated by multiplying the number of acres of land contained within the Premises by \$25,000, and dividing that product by the number of qualifying owner-occupied homes as of the date of such upgrades within the Neighborhood (with a maximum Per Home Limit of \$25,000 and a minimum Per Home Limit of \$15,000), which for the VanDyke/Lynch neighborhood, equates to a per home reimbursement limit of \$15,000.

b. The home energy efficiency upgrades within the cost limit shall be selected by the owner and may be in the form of: (1) new windows, (2) new energy efficient appliances, (3) new furnaces or hot water heaters, (4) home insulation, (5) smart thermostats, (6) energy efficient lighting, (7) roof repairs, (8) residential solar panels, and (9) battery backups in the event of power outages. Any repair work to the home including the electrical system, to the extent that is necessary to allow the selected energy efficiency upgrade, may be funded within the Per Home Reimbursement Limit.

c. [Describe operation of home upgrade program based on discussion with community, including process for homeowner identifying desired upgrades, etc.]

8. Continued Outreach; Contacting DTE. Throughout the construction of the Solar Project and during the term that the Solar Project is operating, DTE will maintain an informational website (the “**Informational Website**”) to provide information to the public regarding [construction timelines, educational information about the Solar Project, and benefits provided by the Solar Project]. DTE will also maintain a list-serv where residents of the Neighborhood can subscribe to obtain regular updates regarding the Project. If the [Neighborhood Group] or residents of the Neighborhood have inquiries or wish to contact DTE regarding the Solar Project or its operation, such inquiries should be sent to [DTE provide notice address]. DTE will maintain information on the best way to contact DTE on the Informational Website. Advance notice of any public meeting, website, or listserv updates shall be provided to the Department of Neighborhoods.

[Describe any continued community outreach, annual meetings, etc. negotiated with [Neighborhood Group]]

9. Merger; Amendments. This Agreement contains the entire Agreement between DTE and the Neighborhood Group and any prior agreements, whether oral or written, are merged

into this Agreement. No amendment to this Agreement will have any force or effect unless it is in writing, expressly refers to this Agreement, and has been executed by both DTE and [Neighborhood Group].

10. Assignment. This Agreement and DTE's commitments hereunder are intended to fully address the impacts of locating the Solar Project at the Solar Project Property. The Neighborhood Group may not assign this Agreement. DTE may not assign this Agreement except in connection with a transfer of the Solar Project which has been approved by the City in accordance with the terms of the Solar Development Agreement.

11. Governing Law; Venue. This Agreement will be governed by the laws of the State of Michigan, excluding its choice of laws rules. Any legal suit, action or proceeding arising out of this Agreement will be instituted in the federal courts of the United States of America or the courts of the State of Michigan, in each case located in the City of Detroit and County of Wayne, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

12. Severability. If any part of this Agreement is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining provisions of the Agreement will continue in full force and effect.

13. Third Party Beneficiary; Dispute Resolution. The parties hereto agree that this agreement is being entered into in connection with the Solar Development Agreement and that the City is intended to be a third party beneficiary of the terms of this Agreement. Only the City shall have the right to enforce the obligations of DTE under this Agreement. If [Neighborhood Group] believes that DTE has failed to perform its material obligations under this Agreement, then [Neighborhood Group] shall provide notice to the City through the Department of Neighborhoods at [e-mail address for contacting DON District Manager] and to DTE through DTE's Solar Hotline at 313-235-4040. The City's Department of Neighborhoods, Planning and Development Department, and Law Department shall investigate such alleged failure and report to [Neighborhood Group] within thirty (30) days of receipt of notice of the alleged violation whether DTE is in compliance with this Neighborhood Agreement and how any violations of the Neighborhood Agreement will be enforced or mitigated. If [Neighborhood Group] disagrees with the finding of the City or determines that the City is not diligently pursuing the enforcement or mitigation steps outlined in its findings, [Neighborhood Group] may send notice to the City and the City shall have fifteen (15) days from the receipt of such notice to respond to the concerned outlined.

[Signature page follows.]

[SIGNATURE PAGE TO DETROIT SOLAR PROJECT NEIGHBORHOOD AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Detroit Solar Project Neighborhood Agreement as of the date first written above.

DTE:

DTE ELECTRIC COMPANY,
a Michigan corporation

By: _____

Name: _____

Its: _____

[NEIGHBORHOOD GROUP]

By: _____

Name: _____

Its: _____

DTE Draft 6/18/24

EXHIBIT A

[Insert participating homes list]

EXHIBIT 7: TERMINATION FEE

Year	Termination Fee (\$MM)
1	\$45
2	\$48
3	\$44
4	\$40
5	\$36
6	\$32
7	\$30
8	\$28
9	\$26
10	\$24
11	\$23
12	\$21
13	\$19
14	\$17
15	\$16
16	\$14
17	\$12
18	\$10
19	\$9
20	\$7
21	\$5
22	\$3
23	\$3
24	\$3
25	\$3
26	\$3
27	\$3
28	\$3
29	\$3
30	\$3
31	\$3
32	\$3
33	\$3
34	\$3
35	\$3