S T A T E  O F  M I C H I G A N

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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| In the matter of the application of **ACCELERATION SOLAR, LLC**, for a renewable energy or storage siting certificate to construct a solar energy facility. | ) ) ) ) ) | Case No. U-21932 |

At the August 27, 2026 meeting of the Michigan Public Service Commission in Lansing, Michigan.

PRESENT: Hon. Daniel C. Scripps, Chair
Hon. Katherine L. Peretick, Commissioner
Hon. Shaquila Myers, Commissioner

**ORDER APPROVING SETTLEMENT AGREEMENT**

On June 18, 2025, Acceleration Solar, LLC (Acceleration) filed an application in this docket, with supporting testimony and exhibits, to develop a 90-megawatt (MW) solar energy facility in Ingham County, Michigan, pursuant to Public Act 233 of 2023 (Act 233), MCL 460.1221 *et seq*. On August 1, 2025, the Commission Staff (Staff) filed a memorandum in this docket finding that Acceleration's application was incomplete. Thereafter, on October 3, 2025, Acceleration filed a revised application in this docket, with revised testimony and exhibits.

On November 14, 2025, Administrative Law Judge Lesley C. Fairrow (ALJ) held a prehearing conference in this matter, whereby she granted intervenor status to Onondaga Township, Leslie Township, and Vevay Township. Acceleration and the Staff also participated in the proceeding. That same date, the ALJ issued a case schedule and a protective order for use in this matter.

On February 6, 2026, Onondaga Township, Leslie Township, Vevay Township, and the Staff filed direct testimony and exhibits in this docket. Vevay Township and the Staff filed additional testimony on February 13 and February 23, 2026, respectively. On March 6, 2026, all the parties in this matter filed rebuttal testimony. On March 20, 2026, the Staff filed a final fee exhibit in this docket. On March 23, 2026, cross-examination was held whereby the ALJ bound testimony and exhibits into the record.

On June 5, 2026, the ALJ issued a scheduling memorandum stating that the parties had reached a settlement agreement. The ALJ further suspended the case schedule in this matter while the terms of the settlement agreement were being finalized. On July 31, 2026, Acceleration filed a Development and Settlement Agreement (Settlement Agreement), attached as Exhibit A to this order, executed by the parties resolving all issues in this matter.

The Commission has thoroughly reviewed the record in this matter and the parties' agreement to resolve all issues in this case. In evaluating the revised application, the Commission has considered the feasible alternative developed locations described in the revised application and the impact of the proposed facility on local land use. *See*, MCL 460.1226(6). Based on its review, the Commission finds that Acceleration has complied with Sections 223, 224, and 225 of Act 233. *See*, MCL 460.1222(2). The Commission further finds that the revised application complies with all requirements outlined in Section 226(7) of Act 233, MCL 460.1226(7), including the standard in Section 1705(2) of the Natural Resources and Environmental Protection Act, MCL 324.1705(2).

The Commission has reviewed the Settlement Agreement and finds that the public interest is adequately represented by the parties who entered into the Settlement Agreement. The Commission further finds that the Settlement Agreement is in the public interest, represents a fair and reasonable resolution of the proceeding, and should be approved.

Accordingly, the Commission finds that it is reasonable to issue Acceleration a certificate pursuant to Act 233 to construct the 90-MW solar energy facility as set forth in the Settlement Agreement.

THEREFORE, IT IS ORDERED that:

A. The Development and Settlement Agreement, attached to this order as Exhibit A, is approved.

B. The Commission approves the execution of the Decommissioning Agreement attached as Attachment B to the Development and Settlement Agreement.

C. Acceleration Solar, LLC is authorized to construct a solar energy facility with a nameplate capacity of up to 90 megawatts in Vevay Township, Leslie Township, and Onondaga Township within Ingham County, Michigan, as set forth in the Development and Settlement Agreement.

D. Acceleration Solar, LLC shall construct the solar energy facility in accordance with the terms and conditions outlined in the approved Development and Settlement Agreement.

E. Acceleration Solar, LLC is authorized to make minor changes as described in the approved Development and Settlement Agreement and otherwise in conformance with the Commission's applicable Public Act 233 of 2023 Application Filing Instructions and Procedures.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so in the appropriate court within 30 days after issuance and notice of this order, pursuant to MCL 462.26. To comply with the Michigan Rules of Court's requirement to notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel. Electronic notifications should be sent to the Executive Secretary at LARA-MPSC-Edockets@michigan.gov and to the Michigan Department of Attorney General - Public Service Division at sheac1@michigan.gov. In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General - Public Service Division at 7109 W. Saginaw Hwy., Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION

Daniel C. Scripps, Chair

Katherine L. Peretick, Commissioner

Shaquila Myers, Commissioner

By its action of August 27, 2026.

Lisa Felice, Executive Secretary

**EXHIBIT A**

# DEVELOPMENT AND SETTLEMENT AGREEMENT

This Development and Settlement Agreement ("Agreement") is made and entered into on the 31st day of July, 2026 ("Effective Date") by and between: (1) Leslie Township (a Michigan general law township of 4279 Oak Street, Leslie, MI 49251); (2) Onondaga Township (a general law township of 4756 Baldwin Road, Onondaga, MI 49264); (3) Vevay Township (a general law township of 780 Eden Road, Mason, MI 48854); (4) Acceleration Solar, LLC (a Delaware limited liability company authorized to do business in Michigan of 320 N. Sangamon Street, Suite 1025, Chicago, Illinois, 60607); and (5) the Michigan Public Service Commission Staff (collectively referred to as "the Parties" with singular references being "Party"). All townships are located in Ingham County, MI, and are collectively referred to as "the Townships." Acceleration Solar, LLC is referred to as "Acceleration." Michigan Public Service Commission Staff is referred to as "Staff".

## RECITALS

A. On June 18, 2025, Acceleration filed an application in MPSC Case No. U-21932 before the Michigan Public Service Commission ("MPSC" or the "Commission") to seek a certificate for a solar energy project ("Project") under Part 8 of the Clean and Renewable Energy and Energy Waste Reduction Act, Act 295 of 2008, MCL 460.1221 *et seq.* Acceleration's proposed Project is intended to be sited within the boundaries of the Townships.

B. On August 1, 2025, Staff filed an incompleteness memorandum determining that the application was incomplete pursuant to MCL 460.225(2). Acceleration subsequently filed an amended application on October 3, 2025.

C. On August 12, 2025, Onondaga and Leslie Townships each filed petitions to intervene in Case No. U-21932. On September 22, 2025, Vevay Township filed a petition to intervene in Case No. U-21932.

D. On November 14, 2025, a prehearing conference was held before Administrative Law Judge Lesley C. Fairrow. At the prehearing, the Administrative Law Judge granted the Townships' petitions to intervene.

E. Since 2025, the Parties have engaged in comprehensive settlement negotiations.

F. In the spirit of cooperation and to facilitate settlement, Acceleration and the Townships executed a Settlement Term Sheet ("Term Sheet") on March 20, 2026 to outline terms with consensus and to build a framework for execution of a formal settlement agreement that would ultimately be approved by the Parties and provided for consideration to the MPSC for the purpose of securing a certificate and resolving all issues in Case No. U-21932. The Parties request that the Commission enter a final order in this case consistent with the resolution proposed herein. It is the Parties further understanding and request that the Commission issue a certificate approving the Project as part of that final order.

G. The Townships have determined that the completion and execution, in light of enactment of PA 233 and PA 234, of this Agreement is in the best interests of the health, safety, and welfare of their respective citizens.

H. Acceleration and the Townships intend by this Agreement to formalize the Term Sheet and to clarify the development process and related expectations as provided for in this Agreement.

I. Consistent with the laws and regulations of the State of Michigan, this Agreement was approved by the Board of each of the respective Townships at their scheduled meetings, and at said public meetings the Township Boards also authorized the Supervisors to execute this Agreement on behalf of the Township Boards.

In consideration of the foregoing recitals, which are incorporated into this Agreement by reference, and based on the mutual covenants, promises, and consideration below, the Parties agree to resolve all issues in this case as set forth as follows:

## Section I
## Mutual Agreement

The Parties agree to take such actions, including, but not limited to, the execution and delivery of such documents, instruments, petitions, and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent.

## Section II
## Term

This Agreement will begin on the Effective Date and will continue until amended or terminated as provided by the Parties in this Agreement and approved by the MPSC. For the avoidance of doubt, the rights and obligations imposed by this Agreement are: (i) contingent upon the MPSC granting to Acceleration a certificate as that term is defined in MCL 460.1221(d) and allowing the Project to proceed; and (ii) subject to Section VIII.F of this Agreement.

## Section III
## Project Development, Operations, and Maintenance

Notwithstanding the terms of the MPSC's final order in Case No. U-21932, Project development and operation shall be subject to the following terms:

**A. Soil Removal / Grading:** Acceleration shall avoid grading whenever possible and shall reasonably maintain the natural topography of the land. Acceleration shall not export topsoil from the Project.

**B. Sound:**

**1. Sound Report.** Townships acknowledge the receipt and sufficiency of the Sound Report and Monitoring Protocol (the "Sound Report") submitted as Acceleration's Exhibit A-1.7 of MPSC Case No. U-21932, insofar as the Sound Report establishes that the Project shall not generate a maximum sound in excess of the standards established under PA 233, which at present, is 55 average hourly decibels as modeled at the nearest outer wall of the nearest dwelling located on an adjacent nonparticipating property according to MPSC standards.

2. **Design, Construction, and Operation.** The Project shall be designed, constructed, and operated in compliance with the sound standards established by PA 233, the MPSC's October 10, 2024, Order in Case No. U-21547, and PA 233 Application Filing Instructions and Procedures, provided the project complies with a 55 average hourly decibels maximum, consistent with the following:

i. Decibel modeling shall use the A-weighted scale and standards as designed by the American National Standards Institute, as exist as of the date of this Agreement and as applicable.

ii. This includes measuring the 55 hourly decibels at 1-hour Leq and: (1) applying a +5 dBA correction to equipment sound power levels to account for tonality of noise from Project equipment; and (2) applying a +6 dBA correction to account for pressure doubling between free-field noise levels and those that would be measured on an external façade.

**C. Complaint Resolution:** Acceleration shall actively maintain and operate its complaint resolution process for property owners and the Townships to make complaints about Project non-compliance with any conditions imposed by the MPSC's order or of any other requirement imposed upon the Project by this Agreement or otherwise imposed by law or process of law. Acceleration must resolve all complaints as soon as reasonably possible, particularly related to noise. Acceleration shall provide to the Townships any complaint resolution report(s) submitted to the MPSC. Additionally, relative to the sound requirements provided herein, any demonstrated exceedance must be addressed and compliance restored as expeditiously as practicable. Depending on the demonstrated source and severity of the exceedance and the measures necessary to restore compliance, corrective action may include operational changes, including curtailment, stoppage of particular equipment, replacement of equipment if necessary, or other mitigation measures.

**D. Project Lighting:** Townships acknowledge the receipt and sufficiency of the Dark Skies Report submitted as Acceleration's Exhibit A-11 of MPSC Case No. U-21932. Unless otherwise specifically noted herein or as set forth in the MPSC's order, the Dark Skies Report shall control construction, implementation and operations at the Project during the life of the Project. Project lighting shall be limited to the Project substation and Operations and Maintenance building.

The lighting will be dark skies compliant pursuant to MCL 460.1221(h) and must be downward facing. When available and able to be used, Acceleration shall install motion sensors, dimming, and/or reduced usage or timers on all light-producing infrastructure on the site regardless of cost. Acceleration shall make reasonable efforts to obtain said products at any point during the construction process.

**E. Project Screening:** Acceleration shall provide an evergreen or coniferous screening option, such options being described in Exhibit A-1.1, Sheet No. 14, of the application and as modified by this paragraph, for applicable residents, if requested, regardless of whether a particular screening option is more economical for Acceleration. In providing such option, Acceleration shall use commercially reasonable efforts to use trees that are of a minimum of 2 inches caliper. "Applicable residents" shall include non-participating properties with occupied residences adjacent to the Project in addition to properties with occupied residences on Tuttle Road between Barnes Road and Plains Road. Acceleration shall take reasonable steps to obtain evergreen or coniferous plants when seasonal and available. Acceleration shall develop a plan, to be shared with the Townships and Staff, to seek input from each applicable resident on what screening to deploy in particular areas and to outline options for screening. Acceleration will share any input with the Townships and Staff. Further, such screening shall be made available to each applicable resident, regardless of pre-existing screening, unless such resident desires to use existing vegetation, in part or in whole, as screening.

**F. Project Layout and Operations Generally:** The Project shall be constructed according to the MPSC application materials, subject to any modification by this Agreement, any commitments made in discovery, conditions listed in Attachment A, any applicable local siting process, and applicable state, local, and federal law. Nothing in this paragraph, however, shall prevent Acceleration from making minor changes, changes pre-approved by the MPSC's final order, or changes described in Attachment A including such changes required by county drain and stormwater authorities. For avoidance of doubt, any shifting of the fenceline or panel area shall, on its own, be considered a minor change if it reduces the Project's overall footprint within the Project Area as approved by the MPSC, as long as such shifting does not fall under any of the categories designated as a non-minor change in Section 7.6(b) of the MPSC's PA 233 Application Filing Instructions and Procedures.. Additionally, relative to any relocation or movement of transformers, inverters and other similar equipment, Acceleration will undertake commercially-reasonable efforts to avoid reducing the distance of same to a sound receptor.

## Section IV
## Decommissioning

**A. Agreement to Decommission.** Consistent with the Commission's order and the Decommissioning Agreement, and without waiving any other provisions thereof, Acceleration shall decommission the Project upon the discontinuation of use, which shall be deemed to occur upon either: 1) the failure of the Project to produce electricity for twelve (12) consecutive months, unless the lack of generation is due to a temporary condition for which there is an appropriate remedy and a plan outlining the steps and schedule for returning the Generating Units to service is submitted to and approved by both the Townships and the MPSC within the twelve (12) month discontinuation period; or 2) written notice from Acceleration to the Townships and the MPSC that decommissioning is otherwise commencing. The Townships acknowledge the receipt and sufficiency of Acceleration's Decommissioning Plan (the "Decommissioning Plan"), which was submitted as Acceleration's Exhibit A-13.1 of MPSC Case No. U-21932. Unless otherwise specifically noted herein, the Decommissioning Plan shall control. Acceleration will decommission and remove all underground infrastructure regardless of depth. The Parties request that the Commission approve the Company's proposed decommissioning plan (Exhibit 13.1) subject to the terms of this Agreement that are in conflict and any future updates required by the terms of this Agreement, which shall control and shall be incorporated into the Commission-approved Decommissioning Plan (the "Commission-Approved Decommissioning Plan").

**B. Decommissioning Security.** Acceleration shall post 100% of decommissioning security at or before the start of Project construction, with the understanding that the Applicant is obligated to perform all decommissioning activities required by the Commission's order (including all conditions listed in Attachment A to this Agreement), the Commission-Approved Decommissioning Plan, and the Decommissioning Agreement. A clean version of the final proposed Decommissioning Agreement is attached to this Agreement as Attachment B and a redlined version showing the changes from the Application Filing Instructions and Procedures Sample Decommissioning Agreement is attached to this Agreement as Attachment C. The MPSC has all rights related to decommissioning expressed in the Commission order, the Commission-Approved Decommissioning Plan, and the Decommissioning Agreement, including any and all provisions related to decommissioning security. Townships acknowledge the receipt and sufficiency of the Decommissioning Cost Estimate (the "Cost Estimate") submitted as Acceleration's Exhibit A-13.2 of MPSC Case No. U-21932. Consistent with the Decommissioning Agreement, the most up-to-date Cost Estimate shall control. Acceleration shall update the Decommissioning Plan at least every five (5) years for the first 20 years of operation, and every three (3) years thereafter, with the decommissioning security being updated accordingly. Acceleration shall include the cost for hiring a decommissioning consultant in the decommissioning security estimate.

## Section V
## Community Benefits Agreements

**A. Township Community Benefits Agreements:** Acceleration and the Townships agree and represent that they have entered into separate agreements, including host community benefits agreements, between Acceleration and each affected local unit that meet the requirements of MCL 460.1227, including the requirement to pay the affected local units at least $2,000.00 per megawatt of nameplate capacity located within the affected local unit. Acceleration and the Townships further agree and represent that the public benefits provided under such agreements, taken with the other terms of this Settlement Agreement, justify the construction of the project.

**B. County Community Benefits Agreement.** Acceleration represents that it has entered into a County Host Community Agreement that meets the requirements of MCL 460.1227, including the requirement to pay the County at least $2,000 per megawatt of nameplate capacity located within the County.

## Section VI
## MPSC Case No. U-21932

**A. Townships' Further Participation:** This Agreement shall not require the Townships to withdraw from MPSC Case No. U-21932. This Agreement, however, is intended by the Parties to be a full and final settlement of the disputed issues in the case. Therefore, by executing this Agreement, the Townships forever release and waive the right to appeal or otherwise contest the certificate or related order issued by the MPSC in Case No. U-21932 approving the siting of the Project. This release and waiver shall apply also to any MPSC approval, consent, or order acknowledging or accepting completion or compliance reports required by the MPSC order, or approving or accepting minor changes. The Parties expressly agree, however, that this provision does not prohibit the Parties from enforcing the terms of this Agreement or any order issued by the MPSC, nor does it restrict the Parties' ability to contest any order issued under any future proceedings that may occur after issuance of such an order. This paragraph shall apply to any person or entity acting on behalf of a Party, including elected or appointed officials, officers, and employees of the Townships.

**B. Acknowledgement by Acceleration:** Acceleration agrees that it will abide by this Agreement subject to any additional requirements or restrictions imposed by the Commission's final order in U-21932.

**C. MRE 408:** This Settlement Agreement is entered into for the sole and express purpose of reaching a compromise among the Parties and resolves all issues in this case. All offers of settlement and discussions relating to this Settlement Agreement are considered privileged under Michigan Rules of Evidence 408. If the Commission approves this Settlement Agreement, neither the Parties to this settlement nor the Commission shall make any reference to, or use this Settlement Agreement or the order approving it, as a reason, authority, rationale, or example for taking any action or position or making any subsequent decision in any other case or proceeding; provided however, such references may be made to enforce or implement the terms of the Settlement Agreement and the order approving it.

**D. Public Interest:** It is the opinion of the Parties that approval of this Settlement Agreement by the Commission would be in the public interest, consistent with applicable law, will aid in the expeditious conclusion of the issues in this case, and will minimize the time and expense associated with litigating this matter.

**E. APA Waiver:** The Parties agree to waive Section 81 of 1969 PA 306, MCL 24.281, as it applies to the issues in this proceeding, if the Commission approves this Settlement Agreement without modification.

**F. Requested Commission Approval and Issuance of Certificate:** The Parties respectfully request that the Commission promptly issue an order that: (i) accepts and approves this Settlement Agreement and (ii) issues a certificate to Acceleration.

## Section VII
## Default and Remedies

**A. Default:** A Party will be in default under this Agreement if it fails to satisfy any material obligation imposed on it by this Agreement. For avoidance of doubt, a breach shall be deemed material if the nonbreaching party did not obtain the benefit which it reasonably expected to receive under this Agreement, including the community benefits agreements discussed in Section V of this Agreement.

**B. Notice of Default; Cure:** In the case of a default under this Agreement, the non-defaulting Party or Parties will give the alleged defaulting Party (and, in the case of an alleged Acceleration default, any Acceleration creditor(s) or financier(s) that has/have given Townships contact information for the purpose of giving such creditor(s) or financier(s) notice(s)) notice of the alleged default. A default notice will describe in reasonable detail the date, nature, and time of the alleged default. Upon receipt of a default notice, the alleged defaulting Party will have sixty (60) days to cure the alleged default, which period will be subject to extension in the case of unavoidable delay or if the alleged defaulting Party is using reasonably diligent efforts to cure the default. Any Acceleration creditor(s) or financier(s) will have the right, but not the obligation, to cure any Acceleration default.

**C. Remedies:** In the event of a Party's uncured default, any non-defaulting Party may pursue any remedies available to it under law or equity in the Circuit Court for Ingham County, Michigan. To the extent a term of this Agreement is imposed as a condition of service under the MPSC's order, the non-defaulting party may, alternatively, file a complaint with the MPSC to enforce that term as a violation of the order.

**D. Good Faith:** The Parties shall operate in good faith in their dealings under this Agreement and with respect to the Project. In the event of a dispute regarding this Agreement or the Project, the Parties shall make every reasonable effort to come to reasonable resolution before pursuing remedies in the Circuit Court.

## Section VIII
## Miscellaneous

**A. Compliance:** Acceleration shall comply with all applicable state and federal laws and regulations, as well as any conditions imposed by the MPSC's order, which include, but may not be limited to commitments Acceleration made in response to discovery exchanged in MPSC Case No. U-21932 as included in Exhibit A-20 provided no commitment is less restrictive than the terms described herein or the conditions contained in Attachment A to this Settlement Agreement, and all local laws and regulations not preempted by PA 233 of 2023.

**B. Hazelton Drain:** Acceleration, prior to the commencement of operations, will submit $25,000 to the Ingham County Drain Commissioner to be used for any maintenance or improvements on the Hazelton Drain.

**C. Additional Township Legal Expenses:** Acceleration will pay each Township $10,000 of additional escrow funds per Township to reimburse legal fees incurred in relation to the review of this Project. Such payment shall not be construed as an admission as to the merits of any arguments or concerns raised in relation to the Project, and Acceleration denies the same. Each Township may utilize any intervenor funds ordered by the MPSC under PA 233 of 2023 for legal and/or other Project-related expenses; any funds not used in this manner and remaining at the conclusion of decommissioning shall be returned to Acceleration.

**D. Remaining Payments to MPSC Consultant:** Acceleration will pay Staff's consultant, Grid Strategies, LLC, the remainder of the fees provided in the remaining invoices, including Invoice No.2707.

**E. Vested Rights:** The Parties agree that Acceleration and any of its successors or assigns shall have the vested right to develop and operate the Project pursuant to the terms of this Agreement and in accordance with other applicable state and federal law. This right may not be cancelled, revoked, or otherwise impaired by any subsequent local regulatory actions of the Townships, including the adoption of a zoning or other ordinance, rule or regulation concerning solar energy systems, without the written approval of Acceleration. Those vested rights include upgrades, replacements, relocations within the property relative to the Project, and capacity adjustment, subject to applicable approval and conditions by the MPSC, this Agreement, and, if applicable, other governing laws such as Township zoning ordinances. Such vested rights in installing or modifying above ground infrastructure shall be limited to Project facilities or improvements as reflected in MPSC application materials. Further, such vested rights are limited to 40 years upon completion of construction of the Project by Acceleration's representations in its application materials and discovery requests (e.g., Response to the MPSC's Third Discovery Request), that the Project shall be decommissioned within 40 years of approval by the MPSC, unless otherwise approved to continue by applicable regulatory authorities.

**F. No Obligation to Develop:** The Parties acknowledge and understand that Acceleration has no obligation under this Agreement to develop or operate the proposed Project. The terms set forth in this Agreement only apply to the extent that Acceleration moves forward with the design, construction, and operation of the Project in the Townships. Acceleration may terminate the Project at any time prior to commercial operation upon written notice with no liability to the Townships.

**G. Assignment:** Subject to the provisions of the Commission's order (including the conditions listed in Attachment A to this Agreement), the Commission-Approved Decommissioning Plan, and the Decommissioning Agreement, Acceleration may assign its rights and obligations under this Agreement (as collateral security or otherwise) without consent of the Townships: (a) for financing purposes, or (b) to any affiliate, subsidiary, or a person or entity acquiring all or substantially all of the assets relating to the Project who/which agrees to be bound by all terms and conditions of this Agreement. Acceleration shall provide written notice to the Parties within thirty (30) days following any such assignment. This Agreement shall bind Acceleration and its successors and assigns. No assignment shall relieve Acceleration or any successor or assignee of obligations under the Commission's order (including the conditions listed in Attachment A to this Agreement), the Commission-Approved Decommissioning Plan, or the Decommissioning Agreement.

**H. Amendment, Waiver, and Integration:** This Agreement constitutes the entire agreement between the Parties, subject to the compliance requirements of Section VIII.A. to this Agreement and the host community agreements discussed in Section V of this Agreement. This Agreement supersedes any prior discussions, promises, or agreements that the Parties might have discussed or made to each other in relation to its subject, but which were not placed in this Agreement. Neither this Agreement nor any provision of this Agreement can be modified or waived in any way, except by an agreement in writing signed by all of the Parties approved by the Commission. Non-enforcement of any provision of this Agreement by any Party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.

**I. Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the Parties to this Agreement may be transmitted by facsimile or electronic mail, and any such signature will be deemed to be the original signature of such Party whose signature it reproduces and will be binding upon such Party.

**J. Choice of Law:** This Agreement is to be governed by the laws of the State of Michigan, and any dispute arising out of this Agreement shall be litigated, if at all, in the Circuit Court of Ingham County or the MPSC regarding compliance and enforcement of the terms of the MPSC's order. Each Party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and consents to the jurisdiction of the Circuit Court for Ingham County or the MPSC. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding relating to this Agreement. In the event of a conflict between this Agreement and any ordinance, rule or regulation adopted by the Township, now or in the future, this Agreement shall control.

**K. Headings:** The headings used in this Agreement have been used for convenience and are not to be used in interpreting this Agreement.

**L. Severability:** Any provision of this Agreement held to be void or unenforceable will not affect the validity of its remaining provisions, which shall be enforceable to the fullest extent permitted by law.

**M. Negotiated Agreement:** This Agreement results from negotiations between the Parties, and the rule of construction that a contract is to be construed against its drafters is not applicable hereto.

## Section IX
## Warranties

**A. Township Warranties:** The Townships represent and warrant that they have all requisite authority to enter into this Agreement, and the individuals executing this Agreement are authorized and empowered to bind the Townships. The Townships further represent and warrant that they have the full constitutional and lawful right, power and authority to execute and deliver and perform their obligations under this Agreement.

**B. Acceleration Warranties:** Acceleration represents and warrants that, to its actual knowledge, all estimates, statements, and information provided in this Agreement with respect to the Project are reasonably accurate in all material respects. Acceleration further represents and warrants that it has all requisite authority to enter into this Agreement, and it is duly formed and validly existing under the laws of the state of its formation; it is duly qualified to do business in Michigan and is in good standing; and the individuals executing this Agreement are authorized and empowered to bind Acceleration.

## Section X
## Notices

All notices or other communications related to this Agreement will be in writing and sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to the Parties at the addresses below. Notices will be deemed received on the third business day after mailing. Notices of change of address will be given by written notice in the manner described in this paragraph.

Townships:

Leslie Township
ATTN: Township Clerk
4279 Oak St.
P.O. Box 577
Leslie, MI 49251

Onondaga Township

ATTN: Township Clerk
4756 Baldwin Road
Onondaga, MI 49264

Vevay Township
ATTN: Township Clerk
780 Eden Road
Mason, MI 48854

Acceleration

**By Fedex, UPS, courier and personal delivery**:
Acceleration Solar
320 N. Sangamon St. #1025
Chicago, IL 60607

**By U.S. Postal Service**:
Acceleration Solar
320 N. Sangamon St. #1025
Chicago, IL 60607

Michigan Public Service Commission Staff:
ATT: Nicholas Taylor and Anna Stirling
Michigan Department of Attorney General
Public Service Division
7109 West Saginaw Highway
Lansing, MI 48917

[Signature page to follow]

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

**Leslie Township**

By: ____________________________

Its: ____________________________

Date: __________________________

**Acceleration Solar, LLC**

By: ____________________________

Its: ____________________________

Date: __________________________

**Vevay Township**

By:

Its: Supervisor

Date: 7/31/2026

**Onondaga Township**

By:

Its: Supervisor

Date: 7-30-26

**Michigan Public Service Commission Staff**

By: ____________________________

Its: ____________________________

Date: __________________________

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

**Leslie Township**

By: ______________________

Its: ______________________

Date: ______________________

**Acceleration Solar, LLC**

By: ______________________

Its: Vice President

Date: 7/30/2020

**Vevay Township**

By: ______________________

Its: ______________________

Date: ______________________

**Onondaga Township**

By: ______________________

Its: ______________________

Date: ______________________

**Michigan Public Service Commission Staff**

By: ______________________

Its: ______________________

Date: ______________________

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

**Leslie Township**

Signed by:

By: Dallas Hoing

BB5513E2697E454...

Its: DH

Date: 7/30/2026 | 12:29 PM EDT

**Acceleration Solar, LLC**

By: ______________________________

Its: ______________________________

Date: ______________________________

**Vevay Township**

By: ______________________________

Its: ______________________________

Date: ______________________________

**Onondaga Township**

By: ______________________________

Its: ______________________________

Date: ______________________________

**Michigan Public Service Commission Staff**

By: ______________________________

Its: ______________________________

Date: ______________________________

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

**Leslie Township**

By: ______________________________

Its: ______________________________

Date: ____________________________

**Acceleration Solar, LLC**

By: ______________________________

Its: ______________________________

Date: ____________________________

**Vevay Township**

By: ______________________________

Its: ______________________________

Date: ____________________________

**Onondaga Township**

By: ______________________________

Its: ______________________________

Date: ____________________________

**Michigan Public Service Commission Staff**

By: ______________________________

Its: Attorney, Nicholas Q. Taylor

Date: July 30, 2026

# ATTACHMENT A

ATTACHMENT A

This Certificate is conditioned as follows:

1. The Applicant is required to obtain and comply with construction or building permits from the ALU for the facility. The Applicant is required to provide reports to the Staff and the ALUs on the progress of construction every month starting from the start of construction and continuing through the first 3 months of commercial operation.

2. The Applicant is required to participate in a pre-construction meeting with the Staff and the ALUs. The Applicant must extend invitations to attend the pre-construction meeting to each ALU. Prior to the pre-construction meeting, or as indicated, the Applicant is required to file the following to the docket in Case No. U-21932:

    a. Sections 1 through 3 of the Completion Report, as described in the AFIP Section 8(a),

    b. Final versions of the Emergency Response Plan (A-1.9) and Fire Response Plan (A-1.10),

    c. The final version of the Unanticipated Discoveries Plan (A-1.14), and materials resulting from the State Historic Preservation Office's review of the project,

    d. At least 30 days prior to the pre-construction meeting, the Applicant is required to file an updated decommissioning and site restoration plan, a proposed bond agreement, and a third-party decommissioning cost estimate, that reflect the final facility layout, equipment quantities, final disturbed acreage, and final participating parcels, and that follow the requirements of AFIP Exhibit A-13 and AFIP Section 8,

        i. For participating parcels enrolled in the Michigan Farmland and Open Space Preservation Program (commonly referred to as PA 116), the Applicant must identify applicable PA 116 surety instruments and demonstrate that financial assurance required under this certificate is sufficient without gaps in coverage. Subject to the terms of the Decommissioning Agreement, the Applicant may, in consultation with the Michigan Department of Agriculture and Rural Development, provide financial assurance that satisfies requirements for PA 116 land and the requirements of this certificate, provided the Applicant demonstrates that any such assurance does not create under-securitization, such as through differing beneficiaries or draw terms.

    e. At least 30 days prior to the pre-construction meeting, the Applicant is required to conduct and file a baseline sound monitoring report, consistent with AFIP Attachment D pre-construction monitoring requirements. The Applicant is also required to file a final noise compliance modeling report demonstrating compliance using the final facility layout and final make and model of all sound sources, consistent with AFIP Attachment D pre-construction modeling requirements. Prior to the pre-construction meeting, the Applicant is required to file a construction noise control plan describing major construction activities/equipment; standard work hours; exceptions/notice procedures, equipment maintenance/mufflers; idling limits; and specific controls for any high-noise activities, if applicable. When a complaint reasonably indicates material construction noise impacts, the Applicant must promptly investigate and implement corrective actions consistent with the construction noise control plan. If effective corrective actions cannot be implemented promptly, the Applicant is required to implement reasonable interim controls and adjust operations as necessary to address the complained-of impacts until controls are implemented,

f. The signed and executed project labor agreement or collective bargaining agreement consistent with Condition 20, and

g. Any plans required under NREPA, upon completion by the Applicant. This includes Spill Prevention, Control, and Countermeasure Plan (SPCC), Pollution Incident Prevention Plan (PIPP), Soil Erosion and Sedimentation Control (SESC) plans, and Stormwater Pollution and Prevention Plan (SWPPP), as applicable, as well as any other applicable plan.

3. The Applicant is required to repair or replace all public and private drainage systems, damaged from construction or decommissioning processes except for those drainage systems that are already specifically addressed in lease agreements or other agreements in place. This shall include county or intercounty drains in the event there are established county or intercounty drains that are part of the public drainage system.

4. The Applicant is required to file mechanical completion certificates for the facilities to the docket in MPSC Case No. U-21932.

5. The Applicant is required to implement its complaint resolution process as described in its application, modified by its responses to discovery presented as Staff Exhibit S-4.6, and further modified as follows:

a. The Applicant agrees that its agents or representatives receiving a complaint about the project verbally, such as by telephone, will make best efforts to collect and record the information contained on its complaint resolution form from the complainant; that if they are able to collect such information, that the Applicant will treat the complaint as if submitted in writing; and that if they are unable to collect such information, that they will make the complainant aware of the written form, and make the complainant aware that the complainant must follow up in writing within two weeks to make submission of the complaint official.

6. The Applicant is required to file updated emergency contact information for the facility representative in the docket in Case No. U-21932, at a minimum on an annual basis or as necessitated by applicant personnel changes.

7. The Applicant is required to implement vegetative screening as described in the Settlement Agreement.

8. The Applicant is required to implement vegetative ground cover in consideration of Michigan State University's "Michigan Pollinator Habitat Planning Scorecard for Solar Sites" and avoid invasive species as discussed in its application, and as modified by its responses to discovery presented as Staff Exhibit S-4.9.

9. (Removed)

10. Prior to commencement of commercial operations, the Applicant is required to contract with and pay for a third-party acoustics expert to conduct post-construction sound monitoring in accordance with AFIP Attachment D. The Applicant is required to file the results in a report to the docket in Case No. U-21932. The post-construction sound monitoring report must be submitted within 60 days of the end of field data collection. If the post-construction sound measurements or complaint-triggered monitoring demonstrate exceedance of the statutory requirements, the Applicant is required to: file to the docket in Case No. U-21932 within 30 days a corrective action plan identifying source(s), mitigation measures, and schedule; implement noise mitigation plans as expeditiously as possible, not to exceed 90 days; repeat measurements, consistent with AFIP Attachment D, with mitigation measures in place until the statutory limits are met; and file the results in a subsequent report to the docket in Case No. U-21932.

11. The Applicant is required to design, construct, and operate the facility in compliance with MCL 460.1226(8), and to demonstrate compliance with that statutory requirement upon request by the MPSC in response to complaints.

12. (Not applicable to this project type.)

13. (Not applicable to this project type.)

14. The Applicant is required to conduct or provide funding for additional training for local fire departments and other first responders upon reasonable request, at most annually.

15. The Applicant is required to receive approval for all necessary applicable state, federal, and local permits and all permits need to be obtained before beginning construction on the portion of the project for which the permit is necessary.

16. Prior to commencement of construction, the Applicant is required to execute the decommissioning agreement approved by the Commission and included with the Settlement Agreement. At that time, the Applicant is also required to demonstrate that financial assurance that is permissible under the terms of the agreement has been acquired and will be maintained throughout the operational life of the facilities.

17. (Removed.)

18. The Applicant is required to file annual reports to the docket in Case No. U-21932, with the first report due at the end of the calendar year in which the project reaches commercial operations, containing the following:

    a. A report showing the amount of electricity produced for the project;

    b. A summary of complaints received during the time period as well as the resolution and/or plans for mitigation;

    c. A report outlining the operating condition and performance of the facilities on the site;

    d. A report listing any equipment or structural failures that took place during the period, as well as repairs planned or underway;

    e. A report listing any improvements to the site or changes to site facilities, as well as those planned or underway;

    f. Annual Maintenance Plans;

    g. Annual Inspection Results; and,

    h. Proof that the financial assurance remains in effect and sufficient, consistent with the terms of the Decommissioning Agreement, as well as any required updates, including to the decommissioning plan, cost estimates, and assurance.

19. (Incorporated into Condition 18.)

20. The Applicant is required, either directly or through its Engineering, Procurement, and Construction contractor, to enter into a project labor agreement or collective bargaining agreement with one or more labor organization(s) compliant with the statutes of MCL 460.1221(u)(i-vi) and MCL 460.1226(7)(e)(i-iii) prior to work being performed.

21. The Applicant is required to enter into an agreement with the County Road Agency regarding reimbursement for the repair and restoration of County roads modified or damaged during the construction process. In lieu of an agreement with a County Road Agency, a signed letter from the County Road Agency

indicating that an agreement is not necessary may be submitted to the docket in Case No. U-21932.

22. Upon notice to the Commission within a letter uploaded to the docket Case No. U-21932, the Applicant is authorized to make the following changes to the project, even if the changes would otherwise not fall within the discretion provided under the AFIP:

    a. Any change to any project feature that would otherwise be prohibited solely because it affects water detention or retention or other stormwater runoff, to the extent that any accordant changes to stormwater features are not inconsistent with the requests or requirements of the Ingham County Drain Commission.

    b. A change to the substation location within parcel 33-10-10-31-300-002.

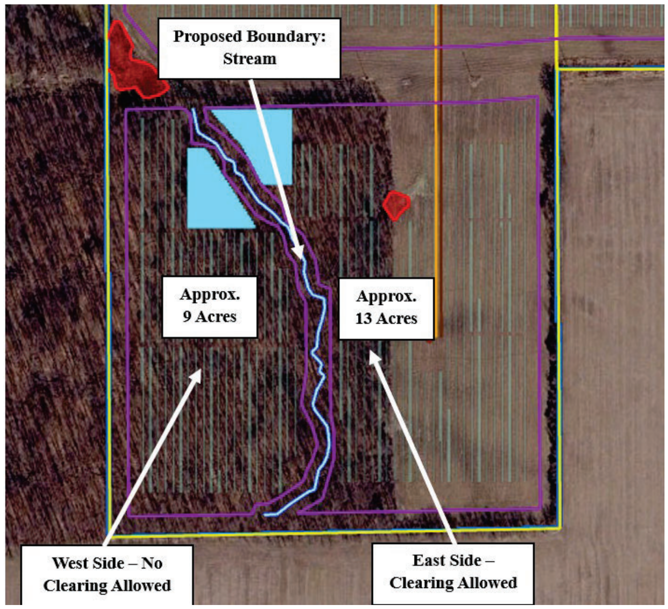
23. The Applicant is required to enter into an agreement with each of the ALUs at a minimum guaranteeing $2,000 per megawatt of nameplate capacity located within the respective ALU.

24. The Applicant is required to comply with the conservation measures described in the USFWS Technical Assistance letter for Acceleration Solar, provided in Attachment F of Exhibit A-6.2.

25. The Applicant is required to meet the requirements of the Rules of the Ingham County Drain Commissioner (2005 Edition, as amended).

26. Regarding Parcel No. 33-13-13-01-200-014, the Applicant must not perform tree clearing or otherwise directly impact the forested area extending from the western edge of the parcel to the eastern edge of the ephemeral stream within that parcel, including the approximately 9 acre panel area shown in Figure 1 below. Acceleration also commits to use commercially reasonable efforts to minimize tree clearing east of the stream on this parcel.

**Figure 1**




27. Upon commencement of operation of the facility, the Applicant is required to provide updated tax revenue estimates, which must include any construction costs to date and any applicable administrative fees under the Property Tax Administration Fee of MCL 211.44, to the ALUs based upon the most updated millage rates from all eligible local taxing jurisdictions available. The estimates must detail the tax revenue generated year over year through each specific millage rate to which the project would be subject. The Applicant must then submit the updated estimates to the docket in Case No. U-21932.

28. The Applicant is required to comply with commitments that it made in response to discovery exchanged in MPSC Case No. U-21932, as included in Exhibit A-20, provided no commitment is less restrictive than the terms described in the Settlement Agreement, including the conditions in this Attachment A.

# ATTACHMENT B

**ATTACHMENT B**

**ACCELERATION SOLAR DRAFT DECOMMISSIONING AGREEMENT**

This Decommissioning Agreement is entered into between **Acceleration Solar, LLC,** a **Delaware limited liability company,** at 320 N. Sangamon St. #1025 Chicago, IL 60607 ("Applicant") and the **Michigan Public Service Commission** (the "Commission" or "MPSC") at 7109 W Saginaw Hwy, Lansing, MI 48917.

WHEREAS, PA 233 of 2023 (the "Act") provides siting authority to the Commission for utility-scale solar, wind, and energy storage projects under specific conditions and requires applications under the Act to include a "decommissioning plan that is consistent with agreements reached between the applicant and other landowners of participating properties and that ensures the return of all participating properties to a useful condition similar to that which existed before construction, including removal of above-surface facilities and infrastructure that have no ongoing purpose";

WHEREAS, the ACT provides that 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";

WHEREAS, on October 3, 2025, the Applicant applied to the Commission for a certificate pursuant to MCL 460.1221 *et seq*. (the "Application") for a 90-megawatt **solar energy facility** referred to as **Acceleration Solar** located in Vevay, Leslie, and Onondaga Townships, Ingham County, Michigan (the "Project"); and

WHEREAS, the Commission opened a contested case pursuant to MCL 460.1226(3) entitled MPSC Case No. **U-21932** to conduct a proceeding on the Application and found, pursuant to MCL 460.1226(7), that the Application should be approved, subject to the conditions set forth in the Commission's ________________ Order (Attachment A to this Agreement) and the and the decommissioning plan filed as Exhibit A-13.1, as approved by the Commission Order and any future Commission-required updates (the "Commission-Approved Decommissioning Plan") (the current version of which is Attachment B to this Agreement).

NOW, THEREFORE, the parties to this Agreement set forth the following terms and conditions of the Project decommissioning to which the parties, as well as any subsequent successors in interest, are bound:

1. **Term.** This Agreement is effective ________________ and will continue until terminated as provided below.

2. **Decommissioning Obligations.** The Applicant shall satisfy all obligations for decommissioning the Project as provided in this Agreement, the Commission order approving the Project certificate, and the Commission-Approved Decommissioning Plan. These obligations shall ensure the return of all participating properties to a useful condition similar to that which existed before construction, including removal of above-surface facilities and infrastructure that have no ongoing purpose. Specifically, these decommissioning obligations include:

    **2.1.** The restoration of approximately 618 fenced-in acres of the Project within Vevay, Leslie, and Onondaga Townships to productive agricultural use.

    **2.2.** **Disassembly & Disposal.** All above-surface and below-surface facilities, infrastructure, conduits, and foundations will be removed. All access roads or driveways will be removed, cleared, and graded unless requested to remain by the property owner.

    **2.3.** **Site Restoration.** After disassembly & disposal, the fenced-in area of the Project will be returned to its original agricultural state by re-grading and re-seeding with pollinator-friendly and other vegetation.

    **2.4.** **Repair**. All public and private drainage systems, including county or intercounty drains in the event there are established county or intercounty drains that are a part of the public drainage system, damaged by the activities of the Applicant shall be repaired except for those drainage systems that are already specifically addressed in lease agreements or other agreements in place.

    **2.5.** **Salvage.** Valuable components of the project, such as PV modules, inverters, transformers, and racking systems will be recycled or resold to the extent possible.

    **2.6.** **State and Local Units of Government Requirements.** The Applicant remains bound to obtain any permits or other authorizations required by the State or any local unit of government for purposes of decommissioning activities.

3. **Decommissioning Process.**

    **3.1.** **Initiation.** Decommissioning of the Project shall commence under any of the following conditions ("Decommissioning Trigger Events"):

3.1.1. **Applicant-Initiated Decommissioning.** The Developer may, subject to its agreements with the participating landowners and the terms of Commission approval, provide written notice to the parties of this Agreement, and the affected local unit's chief elected official, of its intent to decommission the Project or a portion thereof.

3.1.2. **Landowner Agreements.** The Applicant has entered into separate agreements with the owners of the land on which the Project will be developed. To the extent these agreements require decommissioning within a stated period or upon specific events, decommissioning shall commence no later than upon the triggering of such terms to the extent not in conflict with the Commission Order. This decommissioning agreement is intended to be consistent with applicable landowner agreements to the extent not in conflict with the Commission Order.

3.1.3. **Depowering.** If the Project ceases to generate, store, or produce electricity for twelve (12) consecutive months, the project shall be deemed depowered and decommissioning shall commence unless the Applicant can demonstrate that the lack of generation, storage, or production is the result of a reasonable and temporary condition for which there is an appropriate remedy approved through a Commission proceeding. If a Project fails to generate, store, or produce electricity within 5 years of commencing construction, it shall be deemed depowered, and decommissioning shall commence unless the Applicant can demonstrate through a Commission proceeding that generation, storage, or production will proceed within a reasonable time and manner. If the Project begins to generate, store, or produce electricity in accordance with the requirements of this Agreement and the Commission order approving the Project certificate before a decommissioning activity commences, the depowering may be deemed reversed pursuant to a Commission proceeding.

3.1.4. **Failure of Financial Assurance.** The **applicant** must replace any expiring, or otherwise deficient, financial assurance instrument meeting the requirements of this Agreement and the Commission order approving the Project (including any Estimated Decommissioning Cost updates or any Estimated PA 230 Farmland Financial Assurance updates pursuant to Paragraphs 4.2 and 4.3) no less than ninety (90) days prior to the expiration date (or date that the assurance becomes deficient) of the financial assurance instrument**.** If the Applicant fails to do so, then decommissioning shall commence; provided, that prior to commencing decommissioning for failure to replace the expiring financial assurance instrument, the **Applicant** shall have at least thirty (30) days to cure such failure. If the **Applicant**'s financial assurance is to be revoked, terminated, or otherwise ceases to meet the requirements of the Act and Commission order approving the Project certificate, the Developer must immediately notify the parties to this Agreement. If the **Applicant** cannot cure this inadequacy and bring the Project into conformance with the Act and Commission order approving the Project certificate within thirty (30) days, then decommissioning shall commence.

3.1.5. **Change of Ownership.** If the ownership of the Project is transferred, the Applicant seeks to dissolve, or the ownership structure of the Developer is otherwise changed, the Developer must immediately file a demonstration in the MPSC docket assigned to the Project confirming the continued compliance with the Project certificate and the continued validity of the financial assurance. If the Applicant fails to make any such demonstrations within 30 days of the underlying change, then decommissioning shall commence.

3.1.6. **Repowering.** If the Applicant attempts to repower the Project, as defined by MCL 460.1221(v), the Developer must seek a new certificate pursuant to MCL 460.1222. If the Developer begins repowering but fails to seek a new certificate, then decommissioning shall commence unless the Developer halts all repowering activities and initiates the procedures for seeking local approval or a certificate to the satisfaction of the Commission within thirty (30) days of the start of repowering activities.

**3.2. Decommissioning Notice.** Upon the occurrence of any of the above-specified Decommissioning Trigger Events, the Applicant shall immediately provide written notice to the parties to this agreement and the affected local units of government and file such notice in the MPSC docket assigned to the Project.

**3.3. Completion Notice.** Within sixty (60) days of completing decommissioning activities, the Applicant must notify the Commission and submit a decommissioning report that includes a summary of decommissioning activities and a description of any mitigation measures used during decommissioning in the MPSC docket assigned to the Project.

**3.4. Commission Decommissioning Authority.**

3.4.1. **Commission-Initiated Decommissioning.** If the Applicant, its successors or assigns, or any other person controlling the Project fails, refuses, or neglects to initiate decommissioning within 180 days of any of the Decommissioning Trigger Events, the Commission shall itself have the right, but not the obligation, to perform the Applicant's decommissioning obligations under this Agreement, the Commission order approving the Project certificate, and the Commission-Approved Decommissioning Plan. In such event, the Applicant (or its successors or assigns) agrees to give the Commission and its contractors or agents the right to possess, dispose of, and otherwise decommission the property that makes up the Project and shall defend, hold harmless, and indemnify the Commission for any and all claims, liability, loss, or damage arising out of its exercise of its right to decommission the Project as provided for herein, except in cases of negligence by the Commission or any of its contractors or agents. The Commission shall not be required to expend funds beyond those funds provided through the financial assurances in order to perform the Applicant's decommissioning obligations. In the event the Applicant (or its successors or assigns) subsequently takes steps to initiate such activities and a decommissioning proceeding before the Commission within a reasonable time, the Commission may refrain from decommissioning activities and allow the Applicant (or its successors or assigns) to commence the necessary actions.

3.4.2. **Access Representations.** The Applicant hereby represents that it has the rights of ingress, egress, access, and possession to the Project location pursuant to its agreements with Landowners and that the Commission's rights under this Agreement are consistent with the terms of such agreements with the landowners. The Commission shall provide reasonable notice to the Applicant and Landowner before entering the Project location if Commission-initiated decommissioning is warranted. The Applicant hereby represents it possesses the authority to grant such authority pursuant to its lease agreements and property rights.

3.4.3. **Future Obligations.** The parties to this Agreement acknowledge and agree that appropriation of funds is a legislative function that the Commission cannot contractually commit itself to perform. The Commission's obligations under this Agreement will not constitute a general obligation of the State of Michigan and the Commission's obligations under this Agreement will not constitute either a pledge of the full faith and credit or the taxing power of the State of Michigan.

4. **Financial Assurance.**

**4.1. Definitions**. As used in this Section, "PA 116 Land" shall refer to parcels enrolled in the Michigan Farmland and Open Space Preservation Program, MCL 324.36101 et seq. Conversely, "Non PA 116 Land" shall refer to parcels not so enrolled.

**4.2. Estimated PA 233 Decommissioning Cost.** Pursuant to MCL 460.1225(r) and the Commission order approving the Project certificate, the estimated cost of decommissioning the facilities on Non PA 116 Land ("Estimated Decommissioning Cost"), and which cost is subject to the periodic updates described below, is initially $397,790.00. The Estimated Decommissioning Cost is intended to include the following:

4.2.1. Costs for removal of energy facility equipment and infrastructure, land restoration and reclamation, and insurance requirements calculated by a third party with expertise in decommissioning.

4.2.2. Salvage value for energy facility equipment and infrastructure calculated by a third party with expertise in decommissioning.

4.2.3. The cost to hire a decommissioning consultant to manage the decommissioning process in the event of Applicant abandonment or bankruptcy, which is initially estimated to be $120,000

**4.3. Estimated PA 230 Farmland Financial Assurance.** Pursuant to MCL 324.36104e(2)(g), the estimated costs of decommissioning the facilities on PA 116 Lands and restoring PA 116 Lands to their original agricultural state is estimated to be $ 384,461.62 (the "Estimated PA 230 Farmland Financial Assurance"), which cost is subject to the periodic updates as described herein. The Estimated PA 230 Farmland Financial Assurance is intended to reflect, with no deduction for salvage value, the costs for removal of energy facility equipment and infrastructure, land restoration and reclamation to return PA 116 Lands to their original agricultural state, and insurance requirements calculated by a third party with expertise in decommissioning.

**4.4. Bond Acquisition.** No later than the start of construction, the Applicant shall post with the MPSC a Decommissioning Bond in the amount of the Estimated Decommissioning Cost and a Farmland Financial Assurance Bond in the amount of the Estimated PA 230 Farmland Financial Assurance. Both bonds shall be for the benefit of the Commission.

4.4.1. **Renewal.** The Applicant or its successor in interest to the Project shall be responsible for renewing the Decommissioning Bond and the Farmland Financial Assurance Bond until the financial assurance requirements are terminated pursuant to this agreement and the Commission order approving the Project certificate. At the end of each bond term, the Applicant shall renew the bond.

4.4.2. **Cost and Assurance Updates.** The Estimated Decommissioning Cost and Estimated PA 230 Farmland Financial Assurance shall be updated as follows:

4.4.2.1. **Estimated Decommissioning Cost Timeline.** For the first twenty (20) years of commercial operation, the Estimated Decommissioning Cost will be updated at least every five (5) years. Starting in the twenty-first (21st) year of commercial operation and continuing until the financial assurance requirement is terminated pursuant to this agreement and the Commission order approving the Project, the Estimated Decommissioning Cost will be updated at least every three (3) years. The amount of any bond obtained subsequent to an Estimated Decommissioning Cost update must be based on such updated costs.

4.4.2.2. **Estimated PA 230 Farmland Financial Assurance Timeline.** The Estimated PA 230 Farmland Financial Assurance will be updated at least every three (3) Years, consistent with MCL 324.36104e(2)(g). The amount of any bond obtained subsequent to an Estimated PA 230 Farmland Financial Assurance update must be based on such updated costs.

4.4.2.3. **Expert Review.** The Estimated Decommissioning Cost and Estimated PA 230 Farmland Financial Assurance must be updated by a third party with expertise in decommissioning based on the updated decommissioning plan.

4.4.2.4. **Updated Decommissioning Plan.** Upon the Estimated Decommissioning Cost update or the Estimated PA 230 Farmland Financial Assurance update, the Decommissioning Plans must be updated to incorporate any improvements in the decommissioning process or necessary changes (including updated Project layout information, updated equipment quantities, updated participating parcels, newly identified hazardous substances, changes affecting site restoration, and any other information necessary to ensure that participating properties are decommissioned to the relevant standard). The Applicant will file the updated Decommissioning Plan with the Commission in the MPSC docket assigned to the Project.

4.4.2.5. **Updated Financial Assurance.** Upon the Estimated Decommissioning Cost update or the Estimated PA 230 Farmland Assurance update, the respective financial assurance shall be updated according to such updated cost estimates.

4.4.2.6. **Estimated cost of third party consultant.** Notwithstanding its inclusion in the Estimated Decommissioning Cost figure only, the $120,000 estimated decommissioning consultant fee described above may be drawn upon for both PA 116 Lands and Non PA 116 Lands.

**4.5. Use of Funds.** If a Decommissioning Trigger Event occurs, the financial assurance is called upon, and the Commission performs some or all of the Applicant's decommissioning obligations, all funds received by the Commission through the Commission's claims on the financial assurances for the Project, including funds from the Decommissioning Bond and the Farmland Financial Assurance Bond, shall be used for reasonable costs incurred by the Commission in connection with performing the Applicant's decommissioning obligations for the project and expenses related thereto (including, but not limited to, third-party consultant and administrator fees, litigation expenses, attorney fees, and expert fees).

5. **Annual Showing.** Every year, **no later than December 31,** the Developer must file proof that the financial assurance requirements are satisfied in the MPSC docket assigned to the Project along with a summary of the power generated, stored, or produced for the proceeding twelve (12) month period and a description of any portions of the Project that have failed to generate, store, or produce electricity during the proceeding twelve (12) months, including the extent and length of such depowering.

6. **Termination.**

   **6.1. Commission-Approved Decommissioning.** Upon completion of all decommissioning obligations described in this agreement, the Commission order approving the Project certificate, and the Commission-Approved Decommissioning Plan, the Applicant may apply to the Commission for termination of this Agreement. The Commission shall determine whether any outstanding obligations exist. Otherwise, the Commission shall terminate this Agreement.

   **6.2. Financial Assurance Termination.** If the Applicant applies for, and is granted, termination of this Agreement upon completion of all decommissioning obligations as addressed in the preceding paragraph, then the Commission may terminate the applicable financial assurance requirements.

7. **Miscellaneous.**

   **7.1. Assignment.** No party may assign all or any part of this Agreement without the other parties' prior written consent. This Agreement inures to the benefit of the parties hereto and their successors and permitted assigns and is binding on each other and each other's successors and permitted assigns.

   **7.2. Conflicts.** In the event of a conflict between the Commission order approving the Project certificate and this Agreement or any agreements between the Applicant and Landowner, the Commission order shall control. In the event of a conflict between this Agreement and any landowner agreement, this Agreement shall control. No conflict exists, however, to the extent a landowner agreement imposes a more stringent decommissioning or restoration obligation than this Agreement.

   **7.3. Severability.** Any provision of this Agreement held to be void or unenforceable will not affect the validity of its remaining provision.

**7.4. Amendment.** This Agreement cannot be modified or waived in any way without express agreement signed by all parties.

**7.5. Counterparts.** This Agreement may be executed and delivered in counterparts and duplicate originals, including by a facsimile and/or electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically.

**7.6. Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

**ACCELERATION SOLAR, LLC**

___________________________________

Print Name: _______________________

**MICHIGAN PUBLIC SERVICE**

**COMMISSION**

______________________________________

Print Name: __________________________

# ATTACHMENT C

# ~~SAMPLE~~ACCELERATION SOLAR DRAFT DECOMMISSIONING AGREEMENT

~~SAMPLE DECOMMISSIONING AGREEMENT~~

This Decommissioning Agreement is entered into between ~~[INSERT APPLICANT NAME]~~ **Acceleration Solar, LLC, a Delaware limited liability company, at 320 N. Sangamon St. #1025 Chicago, IL 60607** ~~a [INSERT BUSINESS STRUCTURE AND STATE OF ORGANIZATION] at [INSERT BUSINESS ADDRESS]~~ ("Applicant") and the **Michigan Public Service Commission** (the "Commission" or "MPSC") at 7109 W Saginaw Hwy, Lansing, MI 48917.

WHEREAS, PA 233 of 2023 (the "Act") provides siting authority to the Commission for utility-scale solar, wind, and energy storage projects under specific conditions and requires applications under the Act to include a "decommissioning plan that is consistent with agreements reached between the applicant and other landowners of participating properties and that ensures the return of all participating properties to a useful condition similar to that which existed before construction, including removal of above-surface facilities and infrastructure that have no ongoing purpose";

WHEREAS, the ACT provides that 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";

WHEREAS, on ~~[INSERT APPLICATION DATE]~~October 3, 2025, the Applicant applied to the Commission for a certificate pursuant to MCL 460.1221 *et seq*. (the "Application") for a 90-megawatt ~~[INSERT ONE OF THE FOLLOWING:~~ **solar energy facility**~~, wind energy facility, or energy storage facility]~~ referred to as ~~[INSERT NAME OF PROJECT]~~**Acceleration Solar** located ~~at [INSERT PROJECT LOCATION]~~in Vevay, Leslie, and Onondaga Townships, Ingham County, Michigan (the "Project"); and

WHEREAS, the Commission opened a contested case pursuant to MCL 460.1226(3) entitled MPSC Case No. ~~[INSERT CASE NUMBER]~~**U-21932** to conduct a proceeding on the Application and found, pursuant to MCL 460.1226(7), that the Application should be approved, subject to the conditions set forth in the Commission's ~~[INSERT ORDER DATE]~~__________________ Order (Attachment A to this Agreement) and the and the decommissioning plan filed as Exhibit A-13.1, as approved by the Commission Order and any future Commission-required updates (the "Commission-Approved

Decommissioning Plan") (the current version of which is Attachment B to this Agreement).

NOW, THEREFORE, the parties to this Agreement set forth the following terms and conditions of the Project decommissioning to which the parties, as well as any subsequent successors in interest, are bound:

1. **Term.** This Agreement is effective ~~**[INSERT EFFECTIVE DATE]**~~__________________ and will continue until terminated as provided below.
2. **Decommissioning Obligations.** The Applicant shall satisfy all obligations for decommissioning the Project as provided in this Agreement, the Commission order approving the Project certificate, and the Commission-Approved Decommissioning Plan. These obligations shall ensure the return of all participating properties to a useful condition similar to that which existed before construction, including removal of ~~above- surface~~above-surface facilities and infrastructure that have no ongoing purpose. Specifically, these decommissioning obligations include:

   2.1. The restoration of approximately 618 fenced-in acres of the Project within Vevay, Leslie, and Onondaga Townships to productive agricultural use.
   ~~2.1. **[INSERT OTHER PROJECT-SPECIFIC DECOMISSIONING ACTIVITIES CONSISTENT WITH THE ORDER AND DECOMMISSIONING PLAN]**~~

   2.2. **Disassembly & Disposal.** All above-surface and below-surface facilities, infrastructure, conduits, and foundations will be removed. All access roads or driveways will be removed, cleared, and graded unless requested to remain by the property owner.

   2.3. **Site Restoration.** After disassembly & disposal, the fenced-in area of the Project will be returned to its original agricultural state by re-grading and re-seeding with pollinator-friendly and other vegetation.

   2.4. **Repair**. All public and private drainage systems, including county or intercounty drains in the event there are established county or intercounty drains that are a part of the public drainage system, damaged by the activities of the Applicant shall be repaired except for those drainage systems that are already specifically addressed in lease agreements or other agreements in place.

   2.5. **Salvage.** Valuable components of the project, such as PV modules, inverters, transformers, and racking systems will be recycled or resold to the extent possible.

**2.6.**~~2.2.~~ **State and Local Units of Government Requirements.** The Applicant remains bound to obtain any permits or other authorizations required by the State or any local unit of government for purposes of decommissioning activities.

3. **Decommissioning Process.**

**3.1. Initiation.** Decommissioning of the Project shall commence under any of the following conditions ("Decommissioning Trigger Events"):

3.1.1. **Applicant-Initiated Decommissioning.** The Developer may, subject to its agreements with the participating landowners and the terms of Commission approval, provide written notice to the parties of this Agreement, and the affected local unit's chief elected official, of its intent to decommission the Project or a portion thereof.

3.1.2. **Landowner Agreements.** The Applicant has entered into separate agreements with the owners of the land on which the Project will be developed. To the extent these agreements require decommissioning within a stated period or upon specific events, decommissioning shall commence no later than upon the triggering of such terms to the extent not in conflict with the Commission Order. This decommissioning agreement is intended to be consistent with applicable landowner agreements to the extent not in conflict with the Commission Order.

~~3.1.3. **Depowering.** [**ADJUST THIS TERM BASED ON RESOURCE TYPE**]~~

3.1.3.**Depowering.** If the Project ceases to generate, store, or produce electricity for twelve

(12) consecutive months, the project shall be deemed depowered and decommissioning shall commence unless the Applicant can demonstrate that the lack of generation, storage, or production is the result of a reasonable and temporary condition for which there is an appropriate remedy approved through a Commission proceeding. If a Project fails to generate, store, or produce electricity within 5 years of commencing construction, it shall be deemed depowered, and decommissioning shall commence unless the Applicant can demonstrate through a Commission proceeding that generation, storage, or production will proceed within a reasonable time and manner. If the Project begins to generate, store, or produce electricity in accordance with the requirements of this Agreement and the

Commission order approving the Project certificate before a decommissioning activity commences, the depowering may be deemed reversed pursuant to a Commission proceeding.

3.1.4. **Failure of Financial Assurance.** The **applicant** must replace any expiring, or otherwise deficient, financial assurance instrument meeting the requirements of this Agreement and the Commission order approving the Project (including any Estimated Decommissioning Cost updates or any Estimated PA 230 Farmland Financial Assurance updates pursuant to Paragraphs 4.2 and 4.3~~4.2.3~~) no less than ninety (90) days prior to the expiration date (or date that the assurance becomes deficient) of the financial assurance instrument**.** If the Applicant fails to do so, then decommissioning shall commence; provided, that prior to commencing decommissioning for failure to replace the expiring financial assurance instrument, the **Applicant** shall have at least thirty (30) days to cure such failure. If the **Applicant**'s financial assurance is to be revoked, terminated, or otherwise ceases to meet the requirements of the Act and Commission order approving the Project certificate, the Developer must immediately notify the parties to this Agreement. If the **Applicant** cannot cure this inadequacy and bring the Project into conformance with the Act and Commission order approving the Project certificate within thirty (30) days, then decommissioning shall commence.

3.1.5. **Change of Ownership.** If the ownership of the Project is transferred, the Applicant seeks to dissolve, or the ownership structure of the Developer is otherwise changed, the Developer must immediately file a demonstration in the MPSC docket assigned to the Project confirming the continued compliance with the Project certificate and the continued validity of the financial assurance. If the Applicant fails to make any such demonstrations within 30 days of the underlying change, then decommissioning shall commence.

3.1.6. **Repowering.** If the Applicant attempts to repower the Project, as defined by MCL 460.1221(v), the Developer must seek a new certificate pursuant to MCL 460.1222. If the Developer begins repowering but fails to seek a new certificate, then decommissioning shall commence unless the Developer halts all repowering activities and initiates the procedures for seeking local approval or a certificate to the satisfaction of the Commission within thirty (30) days of the start of repowering activities.

3.2. **Decommissioning Notice.** Upon the occurrence of any of the above-specified Decommissioning Trigger Events, the Applicant shall immediately provide written notice to the parties to this agreement and the affected local units of government and file such notice in the MPSC docket assigned to the Project.

3.3. **Completion Notice.** Within sixty (60) days of completing decommissioning activities, the Applicant must notify the Commission and submit a decommissioning report that includes a summary of decommissioning activities and a description of any mitigation measures used during decommissioning in the MPSC docket assigned to the Project.

3.4. **Commission Decommissioning Authority.**

3.4.1. **Commission-Initiated Decommissioning.** If the Applicant, its successors or assigns, or any other person controlling the Project fails, refuses, or neglects to initiate decommissioning within 180 days of any of the Decommissioning Trigger Events, the Commission shall itself have the right, but not the obligation, to perform the Applicant's decommissioning obligations under this Agreement, the Commission order approving the Project certificate, and the Commission-Approved Decommissioning Plan. In such event, the Applicant (or its successors or assigns) agrees to give the Commission and its contractors or agents the right to possess, dispose of, and otherwise decommission the property that makes up the Project and shall defend, hold harmless, and indemnify the Commission for any and all claims, liability, loss, or damage arising out of its exercise of its right to decommission the Project as provided for herein, except in cases of negligence by the Commission or any of its contractors or agents. The Commission shall not be required to expend funds beyond those funds provided through the financial assurances in order to perform the Applicant's decommissioning obligations. In the event the Applicant (or its successors or assigns) subsequently takes steps to initiate such activities and a decommissioning proceeding before the Commission within a reasonable time, the Commission may refrain from decommissioning activities and allow the Applicant (or its successors or assigns) to commence the necessary actions.

3.4.2. **Access Representations.** The Applicant hereby represents that it has the rights of ingress, egress, access, and possession to the Project location pursuant to its agreements with Landowners and that the Commission's rights under this Agreement are consistent with the terms of such agreements with the landowners. The Commission shall provide reasonable notice to the Applicant and Landowner before entering the Project location if Commission-initiated decommissioning is warranted. The Applicant hereby represents it possesses the authority to grant such authority pursuant to its lease agreements and property rights.

3.4.3. **Future Obligations.** The parties to this Agreement acknowledge and agree that appropriation of funds is a legislative function that the Commission cannot contractually commit itself to perform. The Commission's obligations under this Agreement will not constitute a general obligation of the State of Michigan and the Commission's obligations under this Agreement will not constitute either a pledge of the full faith and credit or the taxing power of the State of Michigan.

4. **Financial Assurance.** ~~**[ADJUST THESE TERMS FOR IRREVOCABLE LETTERS OF CREDIT OR PARENT COMPANY GUARANTEES]**~~

**4.1.** **Definitions**. As used in this Section, "PA 116 Land" shall refer to parcels enrolled in the Michigan Farmland and Open Space Preservation Program, MCL 324.36101 et seq. Conversely, "Non PA 116 Land" shall refer to parcels not so enrolled.

**4.2.** ~~4.1.~~ **Estimated PA 233 Decommissioning Cost.** Pursuant to MCL 460.1225(r) and the Commission order approving the Project certificate, the estimated cost of decommissioning the ~~project~~facilities on Non PA 116 Land ("Estimated Decommissioning Cost"), and which cost is subject to the periodic updates described below, is initially $397,790.00. The Estimated Decommissioning Cost is intended to include the following:

4.2.1. ~~4.1.1.~~ Costs for removal of energy facility equipment and infrastructure, land restoration and reclamation, and insurance requirements calculated by a third party with expertise in decommissioning.

4.2.2. ~~4.1.2.~~ Salvage value for energy facility equipment and infrastructure calculated by a third party with expertise in decommissioning.

4.2.3. ~~4.1.3.~~ The cost to hire a decommissioning consultant to manage the decommissioning process in the event of Applicant abandonment or bankruptcy~~.~~, which is initially estimated to be $120,000

~~4.2. **Bond Acquisition. [ADJUST THIS TERM BASED ON APPROVED FINANCIAL ASSURANCE SCHEDULE]** No later than the start of construction, the Applicant shall post a Decommissioning Bond in the amount of at least~~

**4.3. Estimated PA 230 Farmland Financial Assurance.** Pursuant to MCL 324.36104e(2)(g), the estimated costs of decommissioning the facilities on PA 116 Lands and restoring PA 116 Lands to their original agricultural state is estimated to be $ 384,461.62 (the "Estimated PA 230 Farmland Financial Assurance"), which cost is subject to the periodic updates as described herein. The Estimated PA 230 Farmland Financial Assurance is intended to reflect, with no deduction for salvage value, the costs for removal of energy facility equipment and infrastructure, land restoration and reclamation to return PA 116 Lands to their original agricultural state, and insurance requirements calculated by a third party with expertise in decommissioning.

**4.4.** ~~$__ for the benefit of the Commission, which is 25% of the Estimated Decommissioning Cost~~**Bond Acquisition.** No later than ~~1 year from~~ the ~~beginning~~start of construction, the Applicant shall post with the MPSC a Decommissioning Bond in the amount of ~~at least $~~____________ the Estimated Decommissioning Cost and a Farmland Financial Assurance Bond in the amount of the Estimated PA 230 Farmland Financial Assurance. Both bonds shall be for the benefit of the Commission~~, which is 50% of the Estimated Decommissioning Cost. No later than the start of full commercial operation, the Applicant shall post a Decommissioning Bond in the amount of at least $_______ for the benefit of the Commission, which is 100% of the Estimated Decommissioning Cost. The bond shall conform to the Bond Agreement (Attachment C to this Agreement).~~.

4.4.1. ~~4.2.1.~~ **Renewal.** The Applicant or its successor in interest to the Project shall be responsible for renewing the Decommissioning Bond and the Farmland Financial Assurance Bond until the financial assurance requirements ~~is~~are terminated pursuant to this agreement and the Commission order approving the Project certificate. At the end of each bond term, the Applicant shall renew the bond.

4.4.2. ~~4.2.2.~~ ~~**Decommissioning**~~ **Cost and Assurance Updates.** The Estimated Decommissioning Cost and Estimated PA 230 Farmland Financial Assurance shall be updated as follows:

4.4.2.1. ~~4.2.2.1.~~ **Estimated Decommissioning Cost Timeline.** For the first twenty (20) years of commercial operation, the Estimated Decommissioning Cost will be updated at least every five (5) years. Starting in the twenty-first (21st) year of commercial operation and continuing until the financial assurance requirement is terminated pursuant to this agreement and the Commission order approving the Project, the Estimated Decommissioning Cost will be updated at least every three (3) years. The amount of any bond obtained subsequent to an Estimated Decommissioning Cost update must be based on such updated costs.

4.4.2.2. **Estimated PA 230 Farmland Financial Assurance Timeline.** The Estimated PA 230 Farmland Financial Assurance will be updated at least every three (3) Years, consistent with MCL 324.36104e(2)(g). The amount of any bond obtained subsequent to an Estimated PA 230 Farmland Financial Assurance update must be based on such updated costs.

4.4.2.3. ~~4.2.2.2.~~ **Expert Review.** The Estimated Decommissioning Cost and Estimated PA 230 Farmland Financial Assurance must be updated by a third party with expertise in decommissioning based on the updated decommissioning plan.

4.4.2.4. ~~4.2.2.3.~~ **Updated Decommissioning Plan.** Upon the Estimated Decommissioning Cost update or the Estimated PA 230 Farmland Financial Assurance update, the Decommissioning Plans must be updated to incorporate any improvements in the decommissioning process or necessary changes (including updated Project layout information, updated equipment quantities, updated participating parcels, newly identified hazardous substances, changes affecting site restoration, and any other information necessary to ensure that participating properties are decommissioned to the relevant standard). The Applicant will file the updated Decommissioning Plan with the Commission in the MPSC docket assigned to the Project.

4.4.2.5. ~~4.2.2.4.~~ **Updated Financial Assurance.** Upon the Estimated Decommissioning Cost update~~, the~~ or the Estimated PA 230 Farmland Assurance update, the respective financial assurance shall be updated according to such updated cost estimates.

4.4.2.6. **Estimated cost of third party consultant.** Notwithstanding its inclusion in the Estimated Decommissioning Cost figure only, the $120,000 estimated decommissioning consultant fee described above may be drawn upon for both PA 116 Lands and Non PA 116 Lands.

**4.5.** ~~4.3.~~ **Use of Funds.** If a Decommissioning Trigger Event occurs, the financial assurance is called upon, and the Commission performs some or all of the Applicant's decommissioning obligations, all funds received by the Commission through the Commission's claims on the financial assurances for the Project, including funds from the Decommissioning Bond and the Farmland Financial Assurance Bond, shall be used for reasonable costs incurred by the Commission in connection with performing the Applicant's decommissioning obligations for the project and expenses related thereto (including, but not limited to, third-party consultant and administrator fees, litigation expenses, attorney fees, and expert fees).

5. **Annual Showing.** Every year, **no later than ~~[ADD DATE SPECIFIED BY THE COMMISSION]~~December 31,** the Developer must file proof that the financial assurance requirements are satisfied in the MPSC docket assigned to the Project along with a summary of the power generated, stored, or produced for the proceeding twelve (12) month period and a description of any portions of the Project that have failed to generate, store, or produce electricity during the proceeding twelve (12) months, including the extent and length of such depowering.
6. **Termination.**
   **6.1. Commission-Approved Decommissioning.** Upon completion of all decommissioning obligations described in this agreement, the Commission order approving the Project certificate, and the Commission-Approved Decommissioning Plan, the Applicant may apply to the Commission for termination of this Agreement. The Commission shall determine whether any

outstanding obligations exist. Otherwise, the Commission shall terminate this Agreement.

**6.2. Financial Assurance Termination.** If the Applicant applies for, and is granted, termination of this Agreement upon completion of all decommissioning obligations as addressed in the preceding paragraph, then the Commission may terminate the applicable financial assurance requirements.

7. **Miscellaneous.**

**7.1. Assignment.** No party may assign all or any part of this Agreement without the other parties' prior written consent. This Agreement inures to the benefit of the parties hereto and their successors and permitted assigns and is binding on each other and each other's successors and permitted assigns.

**7.2. Conflicts.** In the event of a conflict between the Commission order approving the Project certificate and this Agreement or any agreements between the Applicant and Landowner, the Commission order shall control. In the event of a conflict between this Agreement and any landowner agreement, this Agreement shall control. No conflict exists, however, to the extent a landowner agreement imposes a more stringent decommissioning or restoration obligation than this Agreement.

**7.3. Severability.** Any provision of this Agreement held to be void or unenforceable will not affect the validity of its remaining provision.

**7.4. Amendment.** This Agreement cannot be modified or waived in any way without express agreement signed by all parties.

**7.5. Counterparts.** This Agreement may be executed and delivered in counterparts and duplicate originals, including by a facsimile and/or electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically.

**7.6. Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

~~**[INSERT APPLICANT NAME]**~~
**ACCELERATION SOLAR, LLC**

____________________________________

____________________________________

Print Name: ________________________

**MICHIGAN PUBLIC SERVICE COMMISSION**

________________________________________

________________________________________

Print Name: ___________________________

# P R O O F   O F   S E R V I C E

STATE OF MICHIGAN )

Case No. U-21932

County of Ingham )

Brianna Brown being duly sworn, deposes and says that on August 27, 2026 A.D. she electronically notified the attached list of this **Commission Order via e-mail transmission**, to the persons as shown on the attached service list (Listserv Distribution List).

Brianna J. Brown

Brianna Brown

Subscribed and sworn to before me
this 27th day of August 2026.

Angela P. Sanderson

Angela P. Sanderson
Notary Public, Shiawassee County, Michigan
As acting in Eaton County
My Commission Expires: May 21, 2030

## Service List for Case: U-21932

| Name | On Behalf Of | Email Address |
|---|---|---|
| Acceleration Solar, LLC | Acceleration Solar, LLC | rshannon@dwlaw.com |
| Alena M. Clark | MPSC Staff | clarka55@michigan.gov |
| Anna B. Stirling | MPSC Staff | stirlinga1@michigan.gov |
| Benjamin J. Holwerda | Vevay Township | bholwerda@clarkhill.com |
| Brandon C. Hubbard | Acceleration Solar, LLC | bhubbard@dickinsonwright.com |
| Christopher S. Patterson | Leslie Township | cpatterson@fsbrlaw.com |
| Christopher S. Patterson | Onondaga Township | cpatterson@fsbrlaw.com |
| David M. Revore | Vevay Township | davidrevore@mcgintylaw.com |
| Kyle A. O’Meara | Leslie Township | komeara@fsbrlaw.com |
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