

DTE Electric Company  
One Energy Plaza, 1635 WCB  
Detroit, MI 48226-1279



Lauren D. Donofrio  
(313) 235-4017  
lauren.donofrio@dteenergy.com

January 27, 2022

Lisa Felice  
Executive Secretary  
Michigan Public Service Commission  
7109 West Saginaw Highway  
Lansing, MI 48917

RE: In the matter of **DTE ELECTRIC COMPANY'S** application for the regulatory reviews, revisions, determinations, and/or approvals necessary for to fully comply with Public Act 295 of 2008  
MPSC Case No: U-20851

Dear Ms. Felice:

Attached for electronic filing in the above referenced matter is DTE Electric Company's Second Amendment to Calhoun County Solar Purchase Power Agreement ("PPA") dated November 16, 2021. Also attached is the Proof of Service.

Very truly yours,

Lauren D. Donofrio

LDD/cdm  
Enclosure

cc: Service List

**SECOND AMENDMENT TO  
POWER PURCHASE  
AGREEMENT**

This Second Amendment (this “Second Amendment”) dated as of November 16, 2021, is entered into between DTE ELECTRIC COMPANY, a Michigan corporation (“Buyer”), and CALHOUN COUNTY SOLAR PROJECT, LLC, a Delaware limited liability company (“Supplier” and together with Buyer, the “Parties” and each, a “Party”).

**RECITALS**

A. The Parties are parties to that certain Power Purchase Agreement, dated as of November 24, 2020, as amended by that First Amendment to Power Purchase Agreement, dated as of January 4, 2021 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the “Power Purchase Agreement”).

B. The Parties hereby agree to amend the Power Purchase Agreement subject to the terms and conditions set forth herein.

C. NOW, THEREFORE, the Parties agree as follows:

Section 1. Defined Terms. Each capitalized term used herein but not otherwise defined herein has the meaning given such term in the Power Purchase Agreement. Unless otherwise indicated, all Section references in this Second Amendment refer to sections of the Power Purchase Agreement.

Section 2. Amendment to Power Purchase Agreement. Effective as of the Effective Date (as defined below), the Power Purchase Agreement is hereby amended as follows:

2.1 Section 1.1 of the Power Purchase Agreement is hereby amended by deleting the defined term “Scheduled Commercial Operation Date” in its entirety and replacing it with the following:

“Scheduled Commercial Operation Date” means [REDACTED]

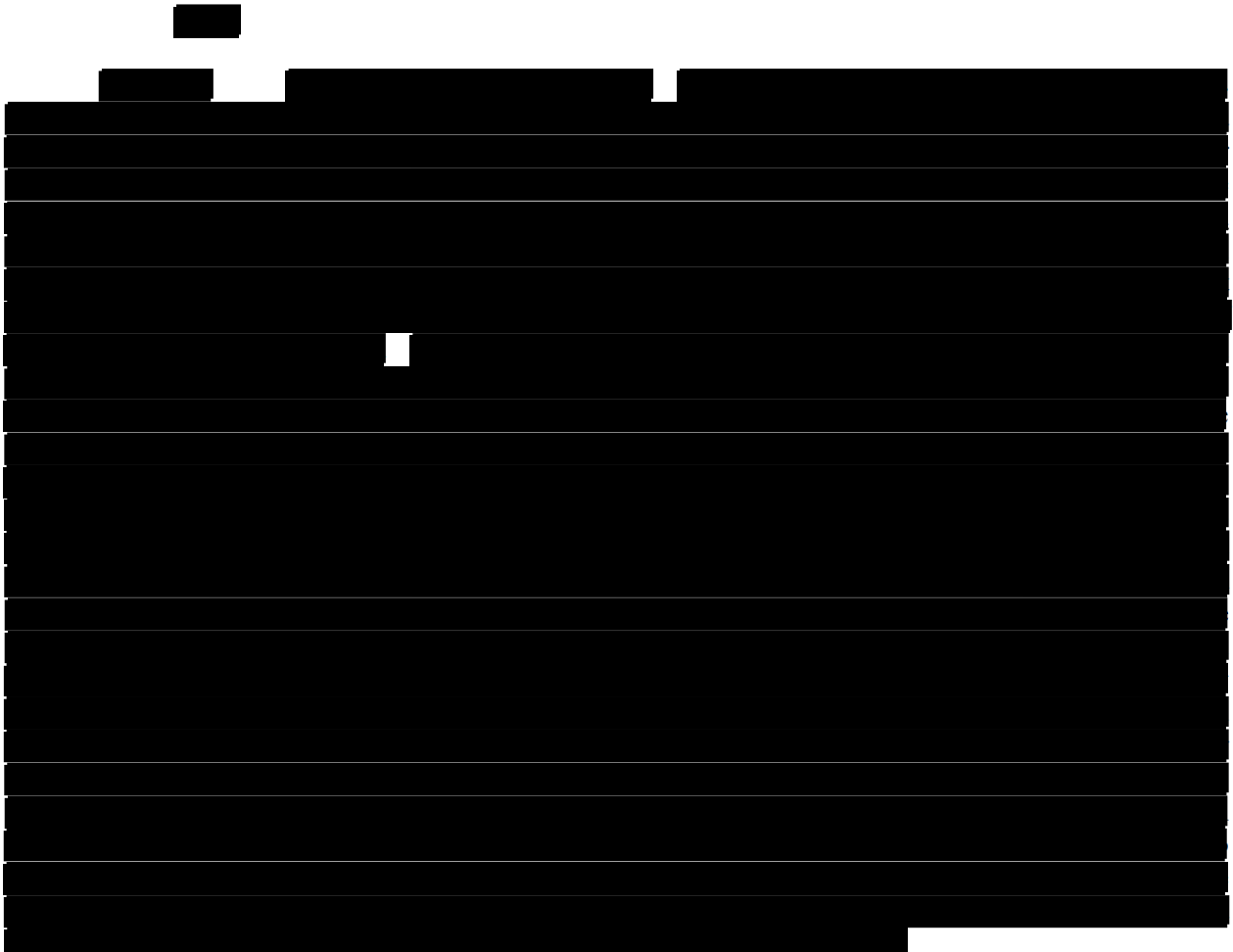
2.2 Section 1.1 of the Power Purchase Agreement is hereby amended by deleting the defined term “Planned Synchronization Date” in its entirety and replacing it with the following:

“Planned Synchronization Date” means [REDACTED]

2.3 The first sentence of Section 5.4 of the Power Purchase Agreement is hereby deleted in its entirety and replaced it with the following:

The Scheduled Commercial Operation Date [REDACTED]

2.4 [REDACTED]



Section 4. Miscellaneous.

4.1 Counterparts. This Second Amendment may be executed in one or more duplicate counterparts, each of which will be deemed an original and when taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Second Amendment in secured electronic format will be effective as delivery of a manually executed counterpart of this Second Amendment.

4.2 Integration. This Second Amendment and the Power Purchase Agreement contain the entire agreement and understanding between the Parties with respect to all of the subject matter contained herein and therein, respectively, thereby merging and superseding all prior agreements and representations, whether written or oral, by the Parties with respect to such subject matter.

4.3 Choice Of Law. The terms and provisions of this Second Amendment shall be interpreted in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan and without reference to the choice of law principles of the State of Michigan or any other state. The Parties mutually and irrevocably consent to the jurisdiction of the courts of the State of Michigan and of the federal courts in the Eastern District of Michigan, and hereby irrevocably agree that all claims in respect of such action or proceeding may be heard in such Michigan state or federal court. Each Party irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to such Party at its address specified in or pursuant to the provisions


of Section 26.1 of the Power Purchase Agreement. Each Party agrees that a final judgment in any such action or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section 4.3 affects the right of a Party to serve legal process in any other manner permitted by law or affect the right of such Party to bring any action or proceeding against the other Party or its property in the courts of any other jurisdiction.

[SIGNATURES BEGIN NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their duly authorized representatives on the date first stated above.

**BUYER:**

DTE ELECTRIC COMPANY

By:  \_\_\_\_\_

Name: Charles L. Conlen

Title: Vice President - Renewable Energy

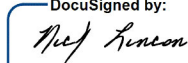
**SUPPLIER:**

CALHOUN COUNTY SOLAR PROJECT, LLC

By:   
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Name: Diana Scholtes

Title: Authorized Person

By:   
9ABB6EDFA785786...

Name: Nick Lincon

Title: President of Savion, LLC (Managing Member  
of Calhoun County Solar Project, LLC)

**STATE OF MICHIGAN**

**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

In the matter of **DTE ELECTRIC COMPANY'S** )  
application for the regulatory reviews, revisions, )  
determinations, and/or approvals necessary for ) Case No. U-20851  
to fully comply with Public Act 295 of 2008 )

**PROOF OF SERVICE**

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF WAYNE )

CAITLIN D. MYERS, states that on January 27, 2022, she served a copy of DTE Electric Company's Second Amendment to Calhoun County Solar Purchase Power Agreement ("PPA") dated November 16, 2021, via electronic mail upon the persons referred to in the attached service list.

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CAITLIN D. MYERS

**ADMINISTRATIVE LAW JUDGE**

Honorable Martin Snider  
7109 West Saginaw Hwy  
Lansing, MI 48917  
[sniderm@michigan.gov](mailto:sniderm@michigan.gov)

**ASSOCIATION OF BUSINESSES  
ADVOCATING TARIFF EQUITY (ABATE)**

Bryan A. Brandenburg  
Michael J. Pattwell  
Clark Hill PLC  
212 East César E. Chávez Avenue  
Lansing, MI 48906  
[bbrandenburg@clarkhill.com](mailto:bbrandenburg@clarkhill.com)  
[mpattwell@clarkhill.com](mailto:mpattwell@clarkhill.com)

Stephen A. Campbell  
500 Woodward Avenue, Suite 3500  
Detroit, MI 48226  
[scampbell@clarkhill.com](mailto:scampbell@clarkhill.com)

**CITY OF ANN ARBOR; MICHIGAN  
MUNICIPAL ASSOCIATION FOR UTILITY  
ISSUES (MI-MAUI)**

Valerie J.M. Brader  
Catherine T. Dobrowitsky  
Rivenoak Law Group, P.C.  
3331 W. Big Beaver Rd., Ste. 109  
Troy, MI 48084  
[valerie@rivenoaklaw.com](mailto:valerie@rivenoaklaw.com)  
[ctd@rivenoaklaw.com](mailto:ctd@rivenoaklaw.com)  
[ecf@rivenoaklaw.com](mailto:ecf@rivenoaklaw.com)

**ENERGY MICHIGAN**

Timothy J. Lundgren  
Justin K. Ooms  
The Victor Center  
201 N. Washington Square, Ste. 910  
Lansing, MI 48933  
[tjlundgren@varnumlaw.com](mailto:tjlundgren@varnumlaw.com)  
[jkooms@varnumlaw.com](mailto:jkooms@varnumlaw.com)

**ENVIRONMENTAL LAW & POLICY  
CENTER; VOTE SOLAR; THE  
ECOLOGY CENTER; SOLAR  
ENERGY INDUSTRIES ASSOCIATION**

Margrethe Kearney  
1514 Wealthy Street SE, Suite 256  
Grand Rapids, MI 49506  
[mkearney@elpc.org](mailto:mkearney@elpc.org)  
[rlazer@elpc.org](mailto:rlazer@elpc.org)  
[MPSCDocket@elpc.org](mailto:MPSCDocket@elpc.org)

**GREAT LAKES RENEWABLE ENERGY  
ASSOCIATION**

Don L. Keskey  
Brian W. Coyer  
University Office Place  
333 Albert Avenue, Suite 425  
East Lansing, MI 48823  
[donkeskey@publiclawresourcecenter.com](mailto:donkeskey@publiclawresourcecenter.com)  
[bwcoyer@publiclawresourcecenter.com](mailto:bwcoyer@publiclawresourcecenter.com)

**MICHIGAN ENERGY INNOVATION  
BUSINESS COUNCIL (EIBC);  
INSTITUTE FOR ENERGY  
INNOVATION(IEI); ADVANCED  
ENERGY ECONOMY (AEE)**

Laura A. Chappelle  
Timothy J. Lundgren  
The Victor Center  
201 N. Washington Square, Ste. 910  
Lansing, MI 48933  
[lachappelle@varnumlaw.com](mailto:lachappelle@varnumlaw.com)  
[tjlundgren@varnumlaw.com](mailto:tjlundgren@varnumlaw.com)

**MICHIGAN ENVIRONMENTAL  
COUNCIL (MEC); NATURAL  
RESOURCES DEFENSE COUNCIL  
(NRDC)**

Christopher M. Bzdok  
Lydia Barbara-Riley  
Olson, Bzdok & Howard, P.C.  
420 East Front Street  
Traverse City, MI 49686  
[chris@envlaw.com](mailto:chris@envlaw.com)  
[lydia@envlaw.com](mailto:lydia@envlaw.com)  
[kimberly@envlaw.com](mailto:kimberly@envlaw.com)  
[karla@envlaw.com](mailto:karla@envlaw.com)  
[breanna@envlaw.com](mailto:breanna@envlaw.com)

**MPSC STAFF**

Amit T. Singh

Nicholas Q. Taylor

7109 West Saginaw Hwy, 3<sup>rd</sup> Floor

Lansing, MI 48917

[singha@michigan.gov](mailto:singha@michigan.gov)

[taylorn10@michigan.gov](mailto:taylorn10@michigan.gov)

**PINE GATE RENEWABLES LLC**

Jennifer Utter Heston

Fraser Trebilcock Davis & Dunlap, P.C.

124 W. Allegan Street, Ste. 1000

Lansing, MI 48933

[jheston@fraserlawfirm.com](mailto:jheston@fraserlawfirm.com)

**SOULARDARITY**

Nick Leonard

Executive Director

Great Lakes Environmental Law Center

4444 Second Avenue

Detroit, MI 48201

[nicholas.leonard@glelc.org](mailto:nicholas.leonard@glelc.org)

Robert A. Weinstock

Mark N. Templeton

Rebecca J. Boyd

University of Chicago Law School

Abrams Environmental Law Clinic

6020 South University Avenue

Chicago, IL 60637

[rweinstock@uchicago.edu](mailto:rweinstock@uchicago.edu)

[templeton@uchicago.edu](mailto:templeton@uchicago.edu)

[rebecca.j.boyd@gmail.com](mailto:rebecca.j.boyd@gmail.com)