



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

Mark W. Madden
(313) 235-6205
mark.madden@dteenergy.com

October 10, 2023

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

RE: In the matter, on the Commission's own motion, regarding the regulatory reviews, revisions, determinations, and or approvals necessary for **DTE ELECTRIC COMPANY** to fully comply with Public Act 295 of 2008.
MPSC Case No: U-20851

Dear Ms. Felice:

On August 24, 2023, the owner of the White Tail solar project and DTE Electric reached a Settlement and Release Agreement, effective July 25, 2023, that terminated the parties' contract for it to build and DTE Electric Company to purchase upon completion, the White Tail solar project. A redacted copy of the Settlement and Release Agreement is attached. Also attached is the Proof of Service.

Very truly yours,

Mark W. Madden

Enclosure

cc: Service List

SETTLEMENT AND RELEASE AGREEMENT

WHEREAS, DTE Electric Company (“DTE”) and White Tail Solar Holdings, LLC (“White Tail”) (collectively “the Parties”) entered into a Build-Transfer Contract (Solar) dated May 5, 2020 (as amended from time to time, “the Contract”) under which White Tail would develop and construct a large solar energy system for generating electric power which, after completion, would be transferred to DTE (“the Project”);

[REDACTED]

1. [REDACTED]

[REDACTED]

[REDACTED] the Parties acknowledge and agree that the Contract has been terminated without further liabilities or obligations of either party under the Contract.

3. [REDACTED]

Effective Date of this Agreement; provided that this mutual release does not release any claim, demand, obligation or cause of action that does not relate to the Project or the Contract.

7. [REDACTED]

8. The Parties acknowledge and agree that this Agreement, and the consideration supporting it, is a compromise of disputed claims or potential claims, and that in so compromising, neither of the Parties thereby acknowledge any liability to the other.

9. The Parties acknowledge and agree that this Agreement constitutes the entire agreement of the Parties, and that any prior agreements, understandings, or statements regarding the Contract or the Project are merged into this Agreement and cannot be modified except in writing signed by the Parties.

10. [REDACTED]

11. The Parties acknowledge and agree that this Agreement shall be governed by the laws of the State of Michigan.

12. The Parties acknowledge and agree that this Agreement was drafted through the mutual efforts of each Party, and that no term or terms shall be construed in favor of, or against, either of the Parties based upon authorship of any of its terms.

13. The Parties acknowledge and agree that they have each had the opportunity to review the terms of this Agreement with legal counsel of their own choice, and have relied on no statements, representations or other assertions of the other in entering into this Agreement.

14. This Agreement shall be deemed effective as of July 25, 2023.

15. This Agreement shall be effective if signed in counterparts.

DTE Electric Company

White Tail Solar Holdings, LLC

By: Brian Calka

By: 

Its: VP - Renewable Energy

Its: Vice President

Dated: August 23, 2023

Dated: August 24, 2023

EXHIBIT 1

[DTE Letterhead]

To: White Tail Solar Holdings, LLC
c/o Ranger Power LLC

[REDACTED]

DESRI Headwater Renewables Holdings, L.L.C.

[REDACTED]

From: [REDACTED]
DTE Electric Company

[REDACTED]

Subject: [REDACTED] **Confirmation of Contract Termination**

Dear [REDACTED]:

[REDACTED] This also confirms:

1. The Build-Transfer Contract (Solar) dated May 5, 2020 (as amended from time to time, "the Contract") under which White Tail would develop and construct a large solar energy system for generating electric power which, after completion, would be transferred to DTE ("the Project") has been terminated.
2. DTE has no rights to the Project or any of the assets of the Project or under the Contract.
3. White Tail and its affiliates have no obligations, including payment obligations, to DTE concerning the Project, or any of the assets of the Project or under the Contract.

[REDACTED]

[REDACTED]

[REDACTED]

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own motion,)
regarding the regulatory reviews, revisions,)
determinations, and or approvals necessary for)
DTE ELECTRIC COMPANY to fully comply)
with Public Act 295 of 2008.)
_____)

Case No. U-20851

PROOF OF SERVICE

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

ESTELLA R. BRANSON states that on October 10, 2023, she served a copy of DTE Electric Company's Notice of Termination of the White Tail Solar Project and the redacted Settlement and Release Agreement in the above captioned matter, via electronic mail, upon the persons listed on the attached service list.

ESTELLA R. BRANSON

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

Michael J. Pattwell
Clark Hill PLC
212 East César E. Chávez Avenue
Lansing, MI 48906
mpattwell@clarkhill.com

Stephen A. Campbell
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, MI 48226
scampbell@clarkhill.com

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

Valerie J.M. Brader
Catherine T. Dobrowsky
Rivenoak Law Group, P.C.
3331 W. Big Beaver Rd., Ste. 109
Troy, MI 48084
valerie@rivenoaklaw.com
ctd@rivenoaklaw.com
ecf@rivenoaklaw.com

ENERGY MICHIGAN

Timothy J. Lundgren
Justin K. Ooms
Potomac Law Group PLLC
120 N. Washington Square, Suite 300
Lansing, MI 48933
tlundgren@potomaclaw.com
jooms@potomaclaw.com

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

Daniel Abrams
1514 Wealthy Street SE, Suite 256
Grand Rapids, MI 49506
dabrams@elpc.org
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 8823
donkeskey@publiclawresourcecenter.com
bwcoyer@publiclawresourcecenter.com

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

Laura A. Chappelle
Timothy J. Lundgren
Potomac Law Group PLLC
120 N. Washington Square, Suite 300
Lansing, MI 48933
lchappelle@potomaclaw.com
tlundgren@potomaclaw.com

MPSC STAFF

Amit T. Singh
Nicholas Q. Taylor
7109 West Saginaw Hwy, 3rd Floor
Lansing, MI 48917
singha@michigan.gov
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

SOULARDARITY

Nick Leonard
Executive Director
Great Lakes Environmental Law Center
4444 Second Avenue
Detroit, MI 48201
nicholas.leonard@glelc.org

Mark N. Templeton
Amanda Urban
Camille Sippel
University of Chicago Law School
Abrams Environmental Law Clinic
6020 South University Avenue
Chicago, IL 60637
templeton@uchicago.edu
aurba@lawclinics.uchicago.edu
csippel@lawclinic.uchicago.edu

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

Christopher M. Bzdok
Lydia Barbara-Riley
Troposphere Legal
420 East Front Street
Traverse City, MI 9686
chris@tropospherelegal.com
lydia@enlaw.com
breanna@tropospherelegal.com