



**CLYDE TOWNSHIP BOARD SPECIAL MEETING MINUTES
APRIL 28, 2026 7:00 P.M.**

Supervisor Manoleas called the meeting to order at 7:00 p.m. with the Pledge of Allegiance.

Roll Call:

Members Present: Supervisor Manoleas, Clerk Smith, Treasurer Compton, Trustee Dortman, Trustee Voight, Trustee Beiser, Trustee DeShon

Members Absent: None

Also Present: Robert J. Seibert, Attorney Seibert and Dloski, PLLC
T. Allen Francis, Township Attorney

Public Comments:

Time started: 7:00 p.m.

How Many Comments: 8

Time ended: 7:14 p.m.

New Business:

- a. **To review and consider approval of the terms and conditions of a Consent Judgment in the matter of Portside Solar, LLC v Clyde Township, et al, St. Clair County Circuit Court Docket No. 24-002088-AA.**

Robert J. Seibert, attorney for Seibert and Dloski, PLLC, presented the Portside Solar settlement proposal and gave an overview of the consent judgment. (see attachment to minutes)

Motion by Supervisor Manoleas, supported by Trustee DeShon to approve and accept the terms and conditions of the Consent Judgment in the matter of Portside Solar, LLC v Clyde Township, et al, St. Clair County Circuit Court Docket No. 24-002088-AA.

Roll Call Vote: Ayes: Supervisor Manoleas, Treasurer Compton, Trustee Dortman,
Trustee DeShon, Trustee Voight

Nays: Trustee Beiser, Clerk Smith

Motion Carried.

Public Comments:

Time started: 7:47 p.m.

How Many Comments: 3

Time ended: 7:59 p.m.

Adjournment

Motion by Supervisor Manoleas, supported by Treasurer Compton to adjourn the meeting at 7:59 p.m. Vote: 7-0. **Motion Carried.**

Respectfully submitted, Stacey Smith, Clerk

PORTSIDE SOLAR SETTLEMENT PROPOSAL

I. Status of Litigation

- January 28, 2026 Opinion and Order
- Remand to Township Planning Commission
- Appeal to Circuit Court

II. Settlement Documents

- Consent Judgment
- Amended Site Plan
- Decommissioning Agreement

III. Consent Judgment - Overview

1. The Consent Judgment permits construction of a substation by Portside on property depicted on the amended site plan.

- The property which is the subject of the Consent Judgment consists of 322 acres of land in which Portside has an interest and was the subject of the appeal to Circuit Court from the Planning Commission's decision to deny Portside's special land use request for a large scale solar facility.
- The Consent Judgment no longer involves a request by Portside for a large scale solar facility and is limited to the construction of a substation on the property.
- The substation is a permitted use as a matter of right under the Clyde Township Zoning Ordinance and has already been approved by the Township. Pursuant to the terms of the Zoning Ordinance, Portside has the right to site and construct the substation.
- The Consent Judgment assures Portside that future Zoning Ordinance amendments will not impact its ability to construct the substation. The Consent Judgment provides that the substation is a permitted use and Portside shall have vested rights to develop and operate the facility.

- The Consent Judgment does not afford Portside any additional rights to construct the substation that are not already allowed under the terms of the Zoning Ordinance.

2. Entry of the Consent Judgment is deemed to be an approval of the amended site plan that will be attached to and incorporated in the Consent Judgment.

3. The Consent Judgment provides that Portside may relocate the substation or increase or reduce the number of structures within the footprint set forth in the amended site plan. Any relocation of structure shall not decrease any setbacks or increase the footprint of the substation.

4. Upon entry of the Consent Judgment, the Township agrees to issue all necessary zoning and building construction permits required by applicable building codes to enable Portside to construct the substation. Portside is obligated to apply to the Township for all required permits, pay all application fees and submit required construction plans and specifications to comply with applicable building and fire codes.

5. The Consent Judgment provides Portside with two 12 month extensions of time for construction of the substation. In the event construction of the substation is not commenced within 36 months of the entry of the Consent Judgment, Portside may apply for an extension which shall be granted if good cause is shown.

6. The Consent Judgment only permits Portside to construct the already permitted substation on the portion of the property depicted on the amended site plan. The Consent Judgment does not permit Portside or any of its affiliated companies or entities in which it has an interest to site any solar panels on any of the 322 acres which were the subject of the special land use request or within any portion of Clyde Township.

IV. Prohibition Of Solar Panels By Portside Within Clyde Township

1. The Consent Judgment provides that Portside is prohibited from constructing any solar panels on any of the 322 acres of land in which Portside has an interest and which were the subject of Portside's special land use application.

2. The Consent Judgment provides that no solar panels will be sited on the Portside property (322 acres) or anywhere else within the Township by Portside or any entity in which it has or may obtain an interest. The prohibition binds Portside as well as any subsidiary or other entity affiliated with Power Ranger, LLC in which Range Power, LLC has an interest.

3. The prohibition on the siting of solar panels within the Township by Portside or its affiliates is perpetual and applies to any property in Clyde Township in which Portside or Range Power, LLC has or obtains a legal interest.

4. The Consent Judgment is binding on all parties as well as successors and assigns. The Consent Judgment will require that the Consent Judgment be recorded on all 322 acres in which Portside currently has a legal interest. All 322 acres will be bound by the terms of the Consent Judgment which will guarantee that no solar panels will be sited on any of the parcels now or in the future by Portside, Range Power, LLC or any entities in which either has or may obtain an interest.

V. Decommissioning Agreement

1. The Consent Judgment requires that the parties execute a Decommissioning Agreement. The Agreement provides for the decommissioning of the substation in the event it is abandoned in the future and will require adequate financial security to the Township to assure decommissioning.

2. The Agreement sets forth the terms and conditions for the removal of all above-grade structures and facilities related to the substation.

3. The Agreement provides and requires that Portside will provide financial security for the estimated actual cost of decommissioning the project once it is abandoned. Portside will be required at the time of execution of the Agreement to provide an Irrevocable Letter of Credit in favor of the Township which guarantees the Township that in the event Portside or its successors fail to perform its obligations once the project is abandoned, the Township will have sufficient funds to contract for decommissioning.

4. The Letter of Credit will be revised every five (5) years to update the estimated decommissioning costs. Portside will be required to reimburse the Township for fees expended by the Township to retain an expert in decommissioning. In the event there is a dispute between the parties regarding the amount of the Letter of Credit, the Court will determine the appropriate amount.

VI. Binding Effect of Consent Judgment and Jurisdiction of the Court

1. The Consent Judgment is binding on Portside as well as its successors and assigns.

2. The Consent Judgment provides that the Court will have continuing jurisdiction to ensure compliance with the terms and conditions of the Consent Judgment. This provision protects Clyde Township in the event of a breach by Portside or any party to whom it assigns its interest.

3. The Consent Judgment may be amended only by agreement of all parties. Although Portside has the right to assign all of its rights and obligations pursuant to the terms of the Consent Judgment, any successor or assignee must acknowledge in writing its obligations to assume all of Portside's obligations under the Consent Judgment.

VII. No Siting of Data Centers, BESS or Wind Energy Systems

1. The Consent Judgment will not be deemed to prohibit Portside or any of its successors from developing or occupying its property for any use permitted and authorized by the Clyde Township Zoning Ordinance. Permitted uses will *not* include the siting of solar panels which are specifically prohibited by the terms of the Consent Judgment.

2. The Consent Judgment prohibits Portside or any of its successors or assigns from siting any battery energy storage systems, wind energy or data center projects on the 322 acres which are the subject of the litigation or in Clyde Township now or any time in the future. This provision is an absolute bar which will prohibit Portside or any of its successors or entities in which it has an interest from siting any solar panels, battery energy storage systems, wind energy projects or data centers anywhere in Clyde Township now or in the future.