

The logo for SWCA (Soil Water Conservation Agency) is positioned on the left side of the page. It consists of the letters 'S', 'W', 'C', and 'A' stacked vertically in a large, stylized, light blue font. The letters are partially cut off by the left edge of the page.

Rouget Road Solar Farm

Exhibit A-4.4 Summary of Agency Consultations MPSC
Requirements

Lenawee County, Michigan

SEPTEMBER 2026

PREPARED FOR

Rouget Road Solar, LLC
353 N Clark St.
30th Floor
Chicago, IL 60654

PREPARED BY

SWCA Environmental Consultants
200 W 22nd St.
Suite 220
Lombard, IL 60148

Exhibit A-4.4– Summary of Agency Consultations

1. **Exhibit A-4.4 – Summary of Agency Consultations. Provide a summary for each federal, state and local agency consultation that includes, at a minimum: the date and time the consultation took place; who participated in the consultation; and copies of correspondence listing necessary permits, next steps, and associated timeline. Provide a justification for any consultations the applicant deemed not necessary.**
 - i. **Federal agencies – where applicable.**
 - ii. **Michigan Department of Natural Resources.**
 - iii. **State Historic Preservation Office.**
 - iv. **Michigan Department of Environment, Great Lakes, and Energy.**
 - v. **Michigan Department of Agriculture and Rural Development.**
 - vi. **County Drain Commission.**
 - vii. **County Road Agency.**
 - viii. **Owners of major facilities for electric, gas, or telecommunications lines.**
 - ix. **Michigan Department of Transportation – Aeronautics Commission (if applicable)**

Appendix II Exhibit A-4.4 provides a table detailing the summary of consultations conducted with various federal, state, and local agencies to date. Each entry includes the date and time of the consultation (meeting or email), participants involved, and summary of information exchanged outlining necessary permits/consultation, next steps and associated timeline. Justification for any consultations that were deemed unnecessary are also provided. See also, **Appendix I, Exhibit 2**, Direct Testimony of C. Mcknight, at pp. 6, 9, 14-15 and 18-19.

The logo for SWCA (Soil Water Conservation Agency) is positioned on the left side of the page. It consists of the letters 'S', 'W', 'C', and 'A' in a large, stylized, light blue font. The letters are stacked vertically, with the 'S' at the bottom, followed by 'W', 'C', and 'A' at the top. The letters are partially cut off by the left edge of the page.

Rouget Road Solar Farm

Exhibit A-4.4 Summary of Agency Consultations

Lenawee County, Michigan

SEPTEMBER 2026

PREPARED FOR

Rouget Road Solar, LLC
353 N Clark St.
30th Floor
Chicago, IL 60654

PREPARED BY

SWCA Environmental Consultants
200 W 22nd St.
Suite 220
Lombard, IL 60148

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
U.S. Fish and Wildlife Service (USFWS)	Information for Planning and Consultation (IPaC) Resource List – Not for Consultation.	March 2023 – January 2025	03/27/2023: SWCA obtained a “Not for Consultation” IPaC resource list for the Project. <i>(Copy not included within Appendix – updated IPaC list included)</i> 01/10/2025: SWCA received an updated “Not for Consultation” IPaC resource list for the Project. 03/28/2025: SWCA emailed USFWS initial questions about MPSC consultation process. USFWS responded and provided the USFWS Generic MI Solar Letter 2025.	Based on the design, the Project will not have a federal nexus and additional informal consultation with USFWS is not required. The Applicant is committed to minimizing impacts such that only a general permit and/or minor permit from EGLE would be required. Therefore, federal review by the U.S. Army Corps of Engineers (USACE) and USFWS would not be required.
U.S. Department of Agriculture	CRP Easement.	September 2025 - present	09/08/2025: RWE initiated contact with the Agency and was connected to the local Lenawee FSA office for processing. The FSA is reviewing request for completeness and will subsequently submit to committee for investigation and final determination.	RWE will continue to coordinate with the Lenawee FSA to obtain a release of the CRP.

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			09/12/2025: Received guidance for submission process, documentation requirements, and submittal.	
Michigan Natural Features Inventory (MNFI)	Request for potential rare, threatened and endangered (RTE) species report to occur in the Project area.	March 2023 – December 2024	03/27/2023: SWCA submitted a Rare Species Review request. 04/17/2023: SWCA received the MNFI Rare Species Review report. 11/01/2024: SWCA requested a Rare Species Review report. 12/03/2024: SWCA received the MNFI Rare Species Review report.	No further coordination is required. Consultation with MDNR will be completed using the provided MNFI Rare Species Review report.
Michigan Department of Natural Resources (MDNR)	Project Consultation Letter.	July 2025 – August 2026	03/28/2025: SWCA emailed MDNR initial questions about MPSC consultation process. 08/07/2025: SWCA emailed a Project consultation letter to MDNR. 08/22/2025: MDNR responded requesting additional information	Consultation was completed in Q3 of 2026.

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			regarding tree clearing timeframe, wetland setbacks and fencing to determine take of bats and turtles. 11/21/2025: SWCA submitted a response letter to MDNR. 01/22/2026: SWCA reached out to MDNR via phone and left a voicemail. 02/06/2026: SWCA reached out to MDNR via phone and left a voicemail. 03/10/2026: SWCA reached out to MDNR via phone and left a voicemail. 04/13/2026: SWCA emailed MDNR following up on response letter. 04/24/2026: SWCA reached out to MDNR via phone and left a voicemail.	

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			07/08/2026: SWCA emailed MDNR following up on response letter. 07/31/2026: SWCA reached out to MDNR via phone and left a voicemail. 08/06/2026: SWCA spoke with Chris Hoving (MDNR) and scheduled a meeting to discuss the Project. 08/10/2026: Applicant and SWCA met with MDNR virtually to discuss the Project. 08/20/2026: SWCA emailed MDNR a summary of the August 10th meeting and outlined proposed BMPs for the Project to avoid and minimize impacts to rare, threatened, and endangered species. 08/25/2026: MDNR confirmed receipt and concurrence of the Project's proposed BMPs.	

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
Department of Environment, Great Lakes and Energy (EGLE)	EGLE pre-application meeting.	March 2025 - present	03/03/2025: SWCA emailed EGLE initial questions about MPSC consultation process and impacts. EGLE responded with permitting information. 03/04/2025: EGLE provided a clarification on impacts related to installation of solar arrays. 04/14/2025: SWCA emailed EGLE about streams that are county drains and the preapplication meeting process. 05/29/2025: SWCA emailed EGLE about whether a WIP or preapplication site visit would be necessary for isolated wetlands. 06/02/2025: EGLE responded recommending a pre-app meeting instead of a WIP for a single isolated wetland.	Coordination with EGLE is ongoing. If impacts are required for the Project, then a Part 301, Inland Lakes and Streams Permit; and Part 303, Wetlands Protection Permit will be required. As the design may not be finalized until Q4 2026, application submittal to EGLE is anticipated Q1 2027 with expected authorization Q3 2027.

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			06/03/2025: SWCA emailed EGLE requesting guidance if two wetlands were reviewed. EGLE responded that a pre-app onsite meeting was still the preferred route. 06/23/2025: SWCA submitted Rouget Road Solar EGLE pre-application meeting request through MiEnviro Portal. 06/25/2025: Email from EGLE providing suggested dates for a pre-app onsite meeting. 06/26/2025: SWCA responded to EGLE requesting the 7/8/2025 meeting date. EGLE confirmed. 07/08/2025: A pre-application meeting was held on site with EGLE. 07/09/2025: SWCA emailed EGLE with data points from a potential wet area	

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			identified during the site visit. 07/10/2025: EGLE confirmed receipt and will perform review. 07/11/2025: EGLE provided a summary of the on-site pre-application meeting. 07/14/2025: SWCA provided EGLE with photos of two potential wet area soils and updated site plans that avoid WA007 (confirmed jurisdictional) and fill WA010 (confirmed non-jurisdictional). EGLE confirmed receipt. 07/18/2025: SWCA followed up with EGLE regarding determination of the potential wet area. 07/21/2025: EGLE responded that the pre-application letter would be forthcoming.	

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			07/25/2025: SWCA requested status of pre-application letter. EGLE noted that it was in the final stages of review and offered a call to discuss. 07/25/2025: A virtual meeting was held with EGLE to discuss findings while in the field for pre-application meeting. 07/28/2025: SWCA received a pre-application letter from EGLE. SWCA completed additional delineations in the area as requested by EGLE. One wetland was extended and another one identified. Designs were updated to avoid these assumed jurisdictional wetlands. 08/01/2025: EGLE provided information on utility exemptions and General Permit. 08/04/2025: SWCA responded to EGLE noting	

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			the need for additional field work. 08/05/2025: EGLE responded potential follow up meeting/pre-application scenarios.	
Michigan Department of Transportation (MDOT)	Project introduction and road bore permit requirements.	January 2025-present	01/29/2025: SWCA spoke with Doug Jordan of MDOT regarding a permit to bore under US-223. Doug confirmed that the permit would be through MDOT and not the federal highways commission. Review for an encroachment permit is generally 1-2 months. 02/05/2025: SWCA spoke with Joe Rios of MDOT regarding the review timeline for an encroachment permit. 04/13/2026: SWCA, on behalf of the Applicant, requested technical assistance regarding the permitting process.	Encroachment permit through MDOT will be required for any collection line borings under state highways and US-233. Application is anticipated to be submitted Q1 of 2027 and authorized Q3 of 2027.

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			04/14/2026: MDOT indicated that any work within the US-223 right-of-way will require a permit from MDOT. Jared Boll, a utility engineer, was assigned as the point of contact.	
Lenawee County Road Commission (LCRC)	Project introduction and Road Use Agreement (RUA).	March 2025 – present	03/24/2025: Applicant spoke with Scott Merillat, Lenawee County Road Commission Managing Director, to provide an overview of the project and establishing lines of communication. Applicant also requested a road use agreement template. 04/28/2025: Applicant spoke with Scott Merillat, Lenawee County Road Commission Managing Director, to request the road use agreement template and project updates. 05/05/2025: The Applicant spoke with John Veres, Lenawee County Road Commission Director of	The Applicant and LCRC continue coordination regarding the RUA. Discussions remain ongoing, and the parties are working to schedule a virtual meeting to review the draft RUA and associated cost calculations provided by LCRC counsel. Applicant anticipates continued consultation in Q4 2026 regarding the road use agreement. Application for the RUA is anticipated to be submitted Q1 of 2027 and authorized Q3 of 2027. Additionally, the Applicant is seeking the county's review and comment of the traffic management plan. This is expected to be obtained in Q4 of 2026 or Q1 of 2027.

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			Traffic, Safety and Permits, to provide a description of the project, establish lines of communication, and request information on permitting requirements and fee details for the Geotech contractor during winter road use. 05/15/2025, 05/22/2025, 06/3/2025, and 06/10/2025: Applicant spoke with John Veres, Lenawee County Road Commission Director of Traffic, Safety and Permits, problem solving for the Geotech survey during winter road use restriction. Final resolution of road use was obtained 6/10/2025. 09/11/2025: Applicant emailed Scott Merillat and John Veres to provide a Project update. 12/18/2025: Applicant emailed John Veres to inform LCRC of application to submittal to MPSC.	

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			12/19/2025: Scott Merillat emailed Applicant to ask for Project site plan. Applicant shared the 10% design layout with LCRC. 04/07/2026: Applicant emailed LCRC to provide a Project update and to share the design layout and proposed haul route. 04/10/2026: LCRC replied to the Applicant to inform that they have reviewed the layout and proposed haul route. LCRC expressed concern for roads within the proposed haul route. 04/15/2026: The Applicant thanked LCRC for their suggestions and explained that they are aware of the road conditions and will plan accordingly to restore roads. LCRC asked Applicant of the agreement with Palmyra Township, the Applicant noted that an agreement has not been	

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			reached with Palmyra Township and that the Applicant will perform pre-construction evaluations to document existing road conditions for post-construction restoration. 04/23/2026: Applicant reached out to LCRC for progress of RUA. 05/05/2026: LCRC provided an update on expected draft RUA. Applicant acknowledged the update and expressed appreciation. 05/29/2026: Applicant reached out to LCRC for progress of the draft RUA. 06/08/2026: LCRC noted that their counsel is reviewing the draft RUA. 06/29/2026: D. Adam Tountas, LCRC counsel, shared the draft RUA with the Applicant.	

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			07/27/2026: The Applicant shared the revised draft RUA with LCRC and LCRC counsel. LCRC counsel acknowledged receipt of revised RUA. 07/31/2026: D. Adam Tountas emailed Applicant to suggest a virtual meeting to discuss RUA. The Applicant stated to coordinate internally for a meeting in late August. 08/05/2026; 08/07/2026; 08/10/2026; 08/11/2026; 08/13/2026: The Applicant and LCRC counsel coordinated a meeting virtual meeting for September 15, 2026. 08/27/2026: D. Adam Tountas emailed the Applicant to reschedule the September 15, 2026 meeting. 08/28/2026: The Applicant and LCRC counsel emailed	

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			to coordinate the virtual meeting. Meeting time date and time have not yet been identified. 08/31/2026: D. Adam Tountas shared LCRC's cost calculation worksheet for Applicant's review.	
Lenawee County Drain Commission (LCDC)	Project Introduction Virtual Meeting.	April 2025 - present	04/08/2025: SWCA spoke with David Mitchell of LCDC on initial questions about MPSC consultation process and the required 50ft easement around county drains. 5/21/25: Email sent to LCDC regarding runoff and stormwater discharge requirements. 5/22/25: Follow-up email sent to LCDC with clarifying information regarding the project. 5/22/25: LCDC requested a map of the project area.	The Applicant must obtain a permit to bore utility lines under county drains, and final stormwater plan approval prior to construction. The Applicant is continuing to work with LCDC for required permits. Application submittal for the drain crossings and stormwater plan is anticipated to be Q1 of 2027.

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			SWCA requested a meeting to discuss. 05/27/2025: SWCA requested a meeting. 06/03/2025: SWCA and Rouget Road Solar, LLC attended a virtual meeting with David Mitchell of LCDC. Locations of county drains and easements were confirmed including permit requirements. Additionally, information regarding stormwater plan requirements was confirmed. 12/18/2025: The Applicant emailed David Mitchell to notify that the MPSC application was submitted. 12/19/2026: David Mitchell acknowledge receipt of notification.	
Tribal Coordination (10) Federally Recognized Tribes).	Project Consultation Letter.	November 2025 – August 2026	11/20/2025: SWCA emailed a Project consultation letter to Tribes with an interest in Lenawee County. The letter included recommendations	Cultural resources surveys were completed in Q2 of 2026 with submittal of findings to SHPO and tribes, as requested, Q3 of 2026. THPO provided concurrence in Q3 2026.

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
<i>See Appendix II Exhibit A-4.5 for a summary of tribal engagement and coordination letters</i>			provided by SHPO for content. Due to the sensitive information disclosed in this consultation letter, some information has been redacted. 01/26/2026: The Match-E-Be-Nash-She-Wish Band of Pottawatomi (Tribe) responded to the November 2025 letter requesting additional information about the project and how the project would account for previously recorded resources within the project area. 02/12/2026: SWCA provided project details and requested a coordination meeting to discuss the Tribe's concerns. 02/27/2026: Scheduling for March Consultation Meeting. 03/09/2026: Meeting held with the Tribe, the Michigan	

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			SHPO, the MPSC, SWCA, and the Applicant to discuss the project. 03/18/2026: The Tribe provided input on the survey methodology. 03/24/2026: The Tribe provided input on the survey methodology 05/05/2026: Meeting with Tribe, SHPO, MPSC, SWCA, and Applicant to discuss survey methodology. 05/11/2026: Meeting held with the Tribe, the Michigan SHPO, the MPSC, SWCA, and the Applicant to discuss survey methodology. 05/14/2026: The Tribe provided standards for survey methodology. 06/03/2026: Scheduling occurred for follow-up meeting.	

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			06/12/2026: Consultation meeting held with the Tribe, the Michigan SHPO, the MPSC, SWCA, and the Applicant 06/17/2026: SWCA provided mapping and further details about the proposed methodology to the Tribe. 07/01/2026: SWCA provided the Phase I archaeology report to the Tribe for review. 08/19/2026: SWCA reached out to the Tribe to request an update on their review. 08/28/2026: The Tribe provided comments on the Phase I Report seeking minor changes to the unanticipated discovery plan but approving of the report's recommendations. 08/31/2026: SWCA replied to Tribe to ask for	

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			clarification regarding avoidance areas	
State Historic Preservation Office (SHPO)	Project introduction calls/email. PA233 SHPO form submitted.	January 2025 - present	01/30/2025: SWCA called and emailed SHPO staff to clarify survey standards for large-scale survey projects under PA233. SHPO provided preliminary guidance and clarified that the process is still in development. 02/19/2025: SWCA emailed SHPO requesting a copy of the new PA233 Application. 02/21/2025: SHPO staff shared the PA233 Application Form and Instructions with SWCA. 05/14/2025 and 05/19/2025: Email correspondence with SHPO regarding survey standards for large-scale survey projects conducted under PA233.	Cultural resources surveys were completed Q2 2026. Findings were submitted to SHPO and tribes, as requested, in Q3 2026. SHPO approval of recommendations were received in Q3 2026.

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			07/17/2025: Meeting with SHPO regarding survey standards for large-scale survey projects under PA233. During the meeting SHPO approved SWCA's proposed survey methodology for architectural history for the project as outlined in the PA233 application. 07/29/2025: Rouget Road Solar Farm, LLC submitted the PA233 formal consultation request form to SHPO and received an automated response. 09/10/2025: SHPO responded requesting additional Project information and full archaeological survey of the impacted project area. 02/25/2026: Scheduling to ensure SHPO attendance for survey methodology meeting with MPSC and Tribes.	

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			03/24/2026: SHPO provides input on Survey Methodology. 06/04/2026: Scheduling for survey methodology consultation with applicant, Tribes, MPSC and SWCA. 06/18/2026: SHPO provided feedback on proposed survey methodology. 06/22/2026: SHPO provided trinomials for resources found in the project area. 07/02/2026: Phase I archaeology report was sent to SHPO. 07/17/2026 & 07/22/2026: SHPO provided information regarding a change of the project reviewer. 08/12/2026: SHPO provided a response to the Phase I archaeology report.	

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			08/13/2026: SWCA replied to SHPO to confirm details of the consultation request letter. 08/13/2026: The Phase I architectural report was submitted to SHPO.	
Federal Aviation Administration (FAA)	Completion of FAA screening tool.	August 2025	08/26/2025: SWCA completed the FAA screening tool. No further coordination is required.	Per the screening tool response, no further coordination is required.
Michigan Department of Agriculture and Rural Development (MDARD)	Email introduction and coordination for PA116 parcels located within the Project.	April 2025 - present	04/09/2025: SWCA spoke with Jarrod Thelen of MDARD regarding MPSC consultation process and the PA116 amendment process. 06/10/2025: Email sent to MDARD requesting information of PA233 enrolled parcels in the Project. 07/02/2025: Email sent to MDARD with initial Project introduction email and request for review of parcels enrolled in PA233 located within the Project.	Rouget Road Solar Farm, LLC will need to amend the Farmland Development Rights Agreement for the portion of land to be used for solar prior to construction. Submission of Farmland Development Rights Agreement is anticipated in Q4 2026 and authorized by Q1 2027.

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			07/03/2025: MDARD responded confirming receipt. 07/07/2025: Email sent requesting status. 07/10/2025: MDARD provided confirmation of PA116 enrollment.	
Lenawee County Emergency Management	Project Introduction Meeting.	July 2025 - present	07/23/2025: Rouget Road Solar Farm, LLC met with Palmyra Fire Department and Lenawee County EMS to introduce the Project. Madison Fire Department was also invited but declined. 12/18/2025: Applicant sent updated ERP/FRP to Fire Chief Hohlan.	No permit is required. An electronic copy of the final ERP was sent to Fire Chief Hohlan in December 2025 for review and comment. Edits will be incorporated into the ERP, and any resulting plan updates will be submitted to the MPSC.. An on-site meeting with the agencies to discuss the project, ERP, and FRP, will be held just prior to the start of construction.
Palmyra Fire Department	Project Introduction Meeting.	July 2025 - present	07/23/2025: Rouget Road Solar Farm, LLC met with Palmyra Fire Department and Lenawee County EMS to introduce the Project. Madison Fire Department	No permit is required. An electronic copy of the updated FRP was sent for review in December 2025. Edits will be incorporated into the ERP. Any updates to the plan will be sent to MPSC. An on-site meeting with the agencies to discuss the project, ERP,

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			was also invited but declined. 07/24/2025: Applicant sent a copy of the FRP plan for review. 08/06/2025: Paul Rohlan (Palmyra Fire Chief) corresponded with Applicant via text message and requested that the plan be updated to include Madison Township for assistance rather than Adrian. No other changes were requested. 12/18/2025: Applicant sent updated ERP/FRP to Fire Chief Hohlan.	and FRP will be held just prior to the start of construction.
Utility Coordination (Citizens Light & Power Company)	Project introduction email	November 2025 - present	11/25/2025: Applicant sent email to introduce the project and requesting crossing approval requirements.	Request for a utility crossing agreement cannot be submitted until the design is final. Submittal of the request is expected to be submitted Q3 2026 and authorization expected Q1 2027.
Utility Coordination (Consumers Power Company)	Project introduction email	November 2025 - present	11/25/2025: Applicant sent email to introduce the project and requesting crossing approval requirements.	Request for a utility crossing agreement cannot be submitted until the design is final. Submittal of the request is expected to be submitted Q3 2026 and authorization expected Q1 2027.

Agency	Coordination Description	Coordination Outreach Timeline	Status	Necessary Permits/Approvals/Next Steps
			12/01/2025: SWCA received a response from Consumers Power Company acknowledging the receipt of the Project information and forwarded the email to the area supervisor, William Rich, who will be the direct contact going forward. <i>(Copy not available for inclusion)</i>	
Utility Coordination (Marathon Pipeline Company)	Project introduction email	November 2025 - present	11/25/2025: Applicant sent email to introduce the project and requesting crossing approval requirements.	Request for a utility crossing agreement cannot be submitted until the design is final. Submittal of the request is expected to be submitted Q3 2026 and authorization expected Q1 2027.
Midwest Energy Cell Tower	Project introduction email.	November 2025 - present	11/25/2025: Applicant sent email to introduce the project and requesting confirmation that a 50-foot setback from the tower fence line would be acceptable.	Applicant will continue coordination to confirm no design updates are required. Consultation is expected to be completed by Q1 of 2027.

The logo for the Southwest Council of Water Resources (SWCA) is positioned on the left side of the page. It consists of the letters 'SWCA' in a large, light blue, serif font, oriented vertically.

Rouget Road Solar Farm

Exhibit A-4.4: Summary of Agency Consultations

Lenawee County, Michigan

U.S. Fish and Wildlife Service (USFWS)

March 27, 2023: The 2023 IPaC Resource List is not included as it was superseded by an updated list prepared in 2025.

January 10, 2025: IPaC Resource List

March 28, 2025: Email correspondence and attachment

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Lenawee County, Michigan



Local office

Michigan Ecological Services Field Office

☎ (517) 351-2555

📅 (517) 351-1443

2651 Coolidge Road Suite 101
East Lansing, MI 48823-6360

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

-
1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information. IPaC only shows species that are regulated by USFWS (see FAQ).

2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Indiana Bat <i>Myotis sodalis</i> Wherever found There is final critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/5949	Endangered

Birds

NAME	STATUS
Whooping Crane <i>Grus americana</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/758	EXPN

Reptiles

NAME	STATUS
Eastern Massasauga (=rattlesnake) <i>Sistrurus catenatus</i> Wherever found This species only needs to be considered if the following condition applies: • For all Projects: Project is within EMR Range No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/2202	Threatened

Clams

NAME	STATUS
Rayed Bean <i>Villosa fabalis</i> Wherever found There is proposed critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/5862	Endangered

Insects

Monarch Butterfly *Danaus plexippus*

Proposed Threatened

Wherever found

There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat.

<https://ecos.fws.gov/ecp/species/9743>

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act ² and the Migratory Bird Treaty Act (MBTA) ¹. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds
<https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide avoidance and minimization measures for birds
<https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC
<https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

There are Bald Eagles and/or Golden Eagles in your [project](#) area.

Measures for Proactively Minimizing Eagle Impacts

For information on how to best avoid and minimize disturbance to nesting bald eagles, please review the [National Bald Eagle Management Guidelines](#). You may employ the timing and activity-specific distance recommendations in this document when designing your project/activity to avoid and minimize eagle impacts. For bald eagle information specific to Alaska, please refer to [Bald Eagle Nesting and Sensitivity to Human Activity](#).

The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional [Migratory Bird Office](#) or [Ecological Services Field Office](#).

If disturbance or take of eagles cannot be avoided, an [incidental take permit](#) may be available to authorize any take that results from, but is not the purpose of, an otherwise lawful activity. For assistance making this determination for Bald Eagles, visit the [Do I Need A Permit Tool](#). For assistance making this determination for golden eagles, please consult with the appropriate Regional [Migratory Bird Office](#) or [Ecological Services Field Office](#).

Ensure Your Eagle List is Accurate and Complete

If your project area is in a poorly surveyed area in IPaC, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the [Supplemental Information on Migratory Birds and Eagles](#), to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to bald or golden eagles on your list, see the "Probability of Presence Summary" below to see when these bald or golden eagles are most likely to be present and breeding in your project area.

Review the FAQs

The FAQs below provide important additional information and resources.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds Oct 15 to Aug 31

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read

["Supplemental Information on Migratory Birds and Eagles"](#), specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

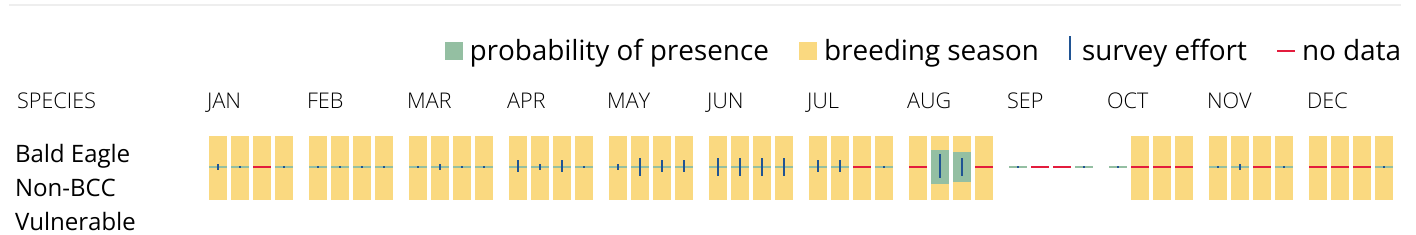
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Bald & Golden Eagles FAQs

What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are an eagle ([Bald and Golden Eagle Protection Act](#) requirements may apply).

Proper interpretation and use of your eagle report

On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort line or no data line (red horizontal) means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide you in knowing when to implement avoidance and minimization measures to eliminate or reduce potential impacts from your project activities or get the appropriate permits should presence be confirmed.

How do I know if eagles are breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the [RAIL Tool](#) and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If an eagle on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your "IPaC PROBABILITY OF PRESENCE SUMMARY" at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

Interpreting the Probability of Presence Graphs

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:

The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Migratory birds

The Migratory Bird Treaty Act (MBTA)¹ prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service). The incidental take of migratory birds is the injury or death of birds that results from, but is not the purpose, of an activity. The Service interprets the MBTA to prohibit incidental take.

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds
<https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>

- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC
<https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

Measures for Proactively Minimizing Migratory Bird Impacts

Your IPaC Migratory Bird list showcases [birds of concern](#), including [Birds of Conservation Concern \(BCC\)](#), in your project location. This is not a comprehensive list of all birds found in your project area. However, you can help proactively minimize significant impacts to all birds at your project location by implementing the measures in the [Nationwide avoidance and minimization measures for birds](#) document, and any other project-specific avoidance and minimization measures suggested at the link [Measures for avoiding and minimizing impacts to birds](#) for the birds of concern on your list below.

Ensure Your Migratory Bird List is Accurate and Complete

If your project area is in a poorly surveyed area, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the [Supplemental Information on Migratory Birds and Eagles document](#), to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

Review the FAQs

The FAQs below provide important additional information and resources.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds Oct 15 to Aug 31
Black-billed Cuckoo <i>Coccyzus erythrophthalmus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9399	Breeds May 15 to Oct 10

Bobolink <i>Dolichonyx oryzivorus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 20 to Jul 31
Cerulean Warbler <i>Setophaga cerulea</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/2974	Breeds Apr 21 to Jul 20
Chimney Swift <i>Chaetura pelagica</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Mar 15 to Aug 25
Grasshopper Sparrow <i>Ammodramus savannarum</i> <i>perpallidus</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/8329	Breeds Jun 1 to Aug 20
Pectoral Sandpiper <i>Calidris melanotos</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere
Prothonotary Warbler <i>Protonotaria citrea</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Apr 1 to Jul 31
Red-headed Woodpecker <i>Melanerpes erythrocephalus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Sep 10
Rusty Blackbird <i>Euphagus carolinus</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds elsewhere
Wood Thrush <i>Hylocichla mustelina</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Aug 31

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read ["Supplemental Information on Migratory Birds and Eagles"](#), specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

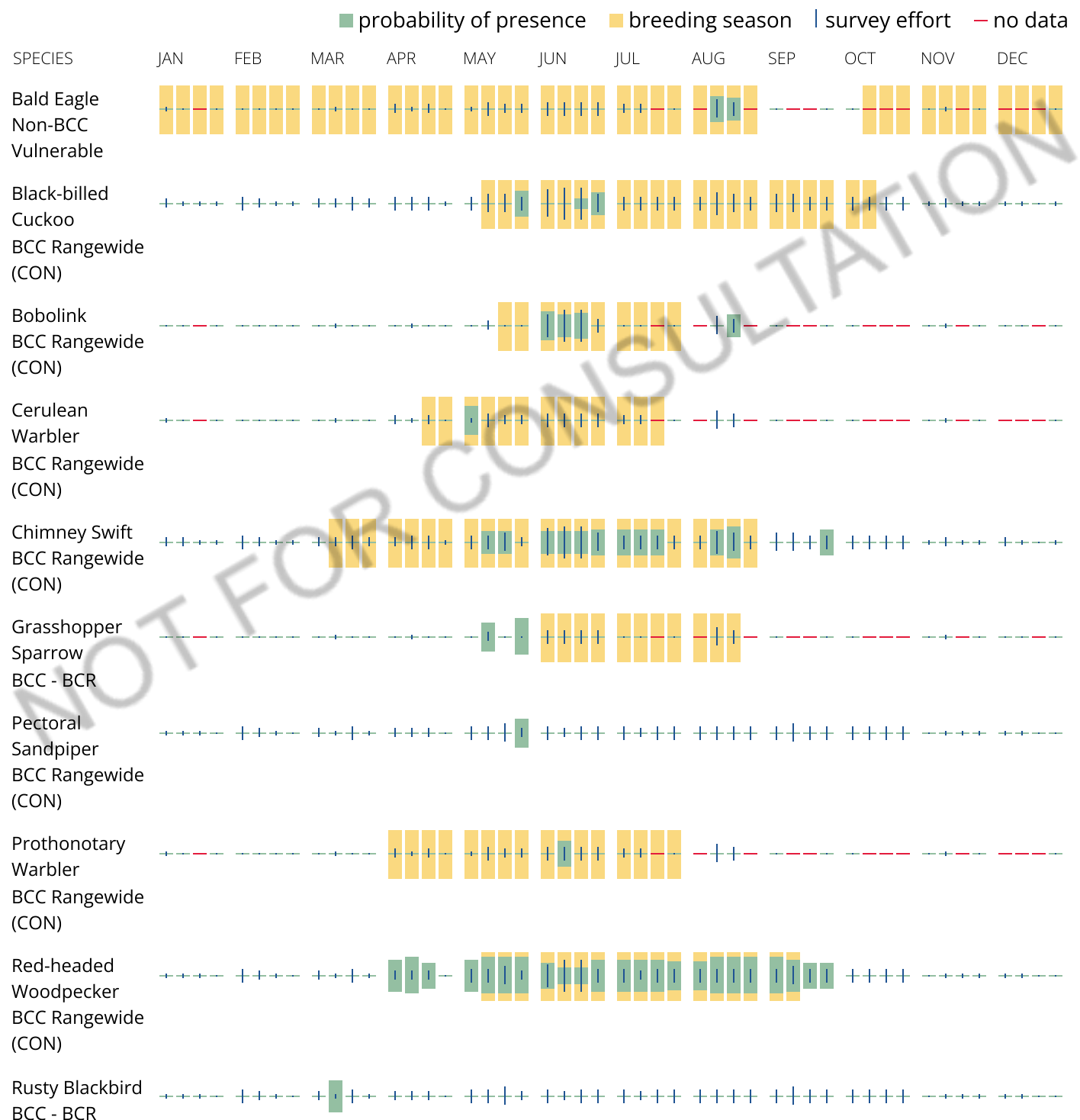
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

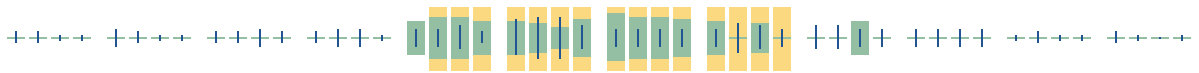
No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.





Migratory Bird FAQs

Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Avoidance & Minimization Measures for Birds](#) describes measures that can help avoid and minimize impacts to all birds at any location year-round. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is one of the most effective ways to minimize impacts. To see when birds are most likely to occur and breed in your project area, view the Probability of Presence Summary. [Additional measures](#) or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location, such as those listed under the Endangered Species Act or the [Bald and Golden Eagle Protection Act](#) and those species marked as “Vulnerable”. See the FAQ “What are the levels of concern for migratory birds?” for more information on the levels of concern covered in the IPaC migratory bird species list.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) with which your project intersects. These species have been identified as warranting special attention because they are BCC species in that area, an eagle ([Bald and Golden Eagle Protection Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, and to verify survey effort when no results present, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

Why are subspecies showing up on my list?

Subspecies profiles are included on the list of species present in your project area because observations in the AKN for **the species** are being detected. If the species are present, that means that the subspecies may also be present. If a subspecies shows up on your list, you may need to rely on other resources to determine if that subspecies may be present (e.g. your local FWS field office, state surveys, your own surveys).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go to the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the [RAIL Tool](#) and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your "IPaC PROBABILITY OF PRESENCE SUMMARY" at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Bald and Golden Eagle Protection Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially BCC species. For more information on avoidance and minimization measures you can implement to help avoid and minimize migratory bird impacts, please see the FAQ "Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Proper interpretation and use of your migratory bird report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list does not represent all birds present in your project area. It is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide implementation of avoidance and minimization measures to eliminate or reduce potential impacts from your project activities, should presence be confirmed. To learn more about avoidance and minimization measures, visit the FAQ "Tell me about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Interpreting the Probability of Presence Graphs

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:

The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

This location overlaps the following wetlands:

FRESHWATER EMERGENT WETLAND

[PEM1C](#)

[PEM1Af](#)

FRESHWATER FORESTED/SHRUB WETLAND

[PFO1C](#)

[PSS1C](#)

[PFO1Cx](#)

[PFO1/SS1C](#)

FRESHWATER POND

[PUBGx](#)

RIVERINE

[R2UBH](#)

[R5UBFx](#)

[R5UBH](#)

A full description for each wetland code can be found at the [National Wetlands Inventory website](#)

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

NOT FOR CONSULTATION

From: [Hicks, Scott](#)
To: [Zachary Emery](#)
Subject: Re: [EXTERNAL] Rouget Road Solar MPSC Permitting
Date: Friday, March 28, 2025 9:55:26 AM
Attachments: [image001.png](#)
[Generic MI Solar Letter 2025.pdf](#)

Hi Zachary,

Absolutely, please be sure to use the Michigan All Species determination key. Our general solar recommendations attached.

Scott

Field Supervisor
U.S. Fish and Wildlife Service
Michigan Ecological Services Field Office
2651 Coolidge Road, Suite 101
East Lansing, Michigan 48823

Phone Number: 517-580-0302

From: Zachary Emery <Zachary.Emery@swca.com>
Sent: Friday, March 28, 2025 10:48 AM
To: Hicks, Scott <scott_hicks@fws.gov>
Subject: [EXTERNAL] Rouget Road Solar MPSC Permitting

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Hi Mr. Hicks,

I am working for a client who is beginning the new MPSC permitting process for a solar project in Lenawee County, Michigan. I'm wondering if there is an MPSC specific process for USFWS consultation or if we can still do determination keys.

Zachary Emery |
Associate Project Biologist – Avian

SWCA Environmental Consultants
200 W 22nd St Suite 220
[Lombard, IL, 60148](#)
C [517.881.1926](#)

Zachary.Emery@swca.com





United States Department of the Interior
FISH AND WILDLIFE SERVICE
2651 Coolidge Road, Suite 101
East Lansing, Michigan 48823-6360



January 27, 2025

Planning Recommendations for Utility-Scale Solar Energy Developments in Michigan

Dear Project Planner:

Thank you for contacting our office for recommendations regarding planning a utility-scale solar project. Meeting the growing demand for renewable energy production in Michigan will require careful planning of new facilities. Appropriate siting of renewable energy facilities is one of the best methods available to minimize the potential for wildlife impacts. We welcome the opportunity to work with you in project planning.

Regulatory Framework and Planning Resources

Federal laws specify that the U.S. Fish and Wildlife Service (Service) has a management responsibility for a variety of wildlife resources and plays a role in advising other Federal and State agencies in their review of permit applications and project planning. These laws include the Endangered Species Act (ESA; 87 Stat. 884; 16 U.S.C. 1531 *et seq.*), the Clean Water Act section 404(j) (CWA; as amended; 33 U.S.C. 1251 *et seq.*), the Fish and Wildlife Coordination Act (FWCA; 48 Stat. 401; 16 U.S.C. 661 *et seq.*), Migratory Bird Treaty Act (MBTA; 16 U.S.C. 703 *et seq.*), and the Bald and Golden Eagle Protection Act (Eagle Act; 16 U.S.C. 668 *et seq.*).

We have several online tools and resources that can assist you with project planning (websites are listed in [Enclosure 1](#)). Our **Information for Planning and Consultation (IPaC)** website ([Enclosure 1](#); A) allows you to see if threatened or endangered species, designated critical habitat, migratory birds, and/or other natural resources may occur in or near your project. IPaC allows you to download an official ESA species list. Additionally, depending on the project location and the species that may be present, you may be able to use an available assisted determination key (DKey) in IPaC to help evaluate potential impacts on resources managed by the Service. This may include identifying recommendations for protecting and enhancing wildlife populations. In some circumstances, by confirming you will implement specific measures for your project, you may receive an automated letter from IPaC that your project is consistent with a “no effect” or “not likely to affect” determination for ESA listed species. Available DKeys for projects in Michigan include the Michigan Endangered Species DKey, which covers all ESA listed species and critical habitats in Michigan, a Rangewide Northern Long-eared and Tricolored Bat Dkey, and a Programmatic Consultation DKey for Federal transportation projects. There are instructions available on the Michigan Field Office website to assist you in using IPaC ([Enclosure 1](#); B)

If your project will require Federal funding or permitting, but you did not receive an automated NLAA Concurrence, MA Verification, or NE/NLAA Consistency Letter from IPaC for your project (either because you chose not to use a DKey or you received a “may affect” determination [“MA

Consistency Letter”], which means the project is outside the scope of the determination key), please see our *ESA Section 7 Technical Assistance* website ([Enclosure 1; C](#)) for additional resources on project planning. This website provides additional step-by-step instructions for Federal agencies, their applicants, and designated non-Federal representatives to meet their section 7 obligations. If your project is not Federally funded or permitted, but the project is reasonably certain to result in the take of endangered or threatened species, please contact our office for more information about ESA permits.

Eagle Act

Bald eagles, golden eagles, and their nests are protected under the Eagle Act. The Eagle Act prohibits, except when authorized by a permit, the taking of bald and golden eagles and defines “take” as “pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb.” The Eagle Act’s implementing regulations define disturb as “...to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, (1) injury to an eagle, (2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or (3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior.”

Our National Bald Eagle Management Guidelines ([Enclosure 1; D](#)) are intended to help people protect eagle nests and avoid “disturbance” of eagles as required by the Eagle Act. We have also developed guidance to help determine if you may need an incidental take permit for bald eagles ([Enclosure 1; E](#)) if disturbance cannot be avoided. If your project may impact a bald eagle nest or you anticipate that you will be unable to avoid disturbing bald eagles, please contact our Midwest Region Migratory Bird Permit Office (phone: (612) 713-5436 or email: PermitsR3MB@fws.gov) regarding the Eagle Act permit process.

Recommendations for Siting, Construction, and Operation

We recommend project planners work to avoid and minimize wildlife impacts as well as enhance the wildlife values of the project in four general phases: (1) Site Selection and Layout (i.e., where the project is built); (2) Project Construction (i.e., how the project is built, including timing, methods, and materials); (3) Operational Considerations (i.e., how the project is operated and maintained); and (4) Decommissioning Considerations (i.e., how the project is removed at the end of its lifespan).

Site Selection and Layout Recommendations:

- (1) Select a site with the least wildlife value practicable. Sites such as vehicle parking areas (using elevated solar panels), commercial roof tops, brownfields, industrial developments, or municipal solid waste landfills may provide adequate space for a solar development and have no impact to existing wildlife habitat. Additionally, developing solar with compatible forms of agriculture (e.g., “dual-use farming”) may allow for continued crop production or grazing by using elevated solar panels and have very minimal potential for additional loss of wildlife habitat. Siting connections to the grid within existing right of ways or along existing linear developments such as roads can also help minimize new impacts to natural areas.
- (2) If low wildlife value sites are not a feasible option, we recommend avoiding or minimizing to the greatest degree possible the conversion of forested areas, native grasslands, and

wetlands. These areas provide important habitat for a variety of species and help to protect water quality. If potential wildlife habitat cannot be avoided, plan the project to avoid corridors of natural cover, especially when oriented north-south, which may be critical to biodiversity conservation in a changing climate.

- (3) Plan the site to help ensure that endangered bat habitat ([Enclosure 1](#); I, Q, R, S) is adequately protected by minimizing removal of forested habitats and protecting forested hedgerows or other treed corridors connecting patches of forested habitats.
- (4) Plan the site to help ensure eastern massasauga rattlesnake (EMR) habitat is adequately protected by avoiding habitat reported in IPaC as Tier 1 (documented occupied by EMR) or Tier 2 (high potential for EMR to occur). See [Enclosure 2](#) for additional details.
- (5) For other threatened or endangered species identified in the official IPaC Species List, determine if their habitat is present in the project's action area. If suitable habitat is present in the project area, plan to avoid impacts to the listed species' habitat. If habitat impacts cannot be avoided, we recommend conducting appropriate surveys to confirm species presence ([Enclosure 1](#); J).
- (6) Identify bald eagle nests that are within or near the project site to help inform project layout. Bald eagle nests are large (usually about 4-6 feet in diameter and 3 feet deep) and therefore noticeable, especially when in deciduous trees after leaf drop. Alternatively, eagle nests may be located by monitoring for eagle use on or near the project area.
- (7) Plan the site to provide habitat for pollinators ([Enclosure 1](#); O, P). Many pollinators are declining, including species that pollinate key agricultural crops and help maintain natural plant communities. Planting pollinator habitat around and under solar panels may not only provide benefits for pollinator species, but utility scale solar facilities with pollinator habitat may potentially continue to be enrolled under Michigan's Farmland Development Rights Agreement (PA 116 Agreement, for more information contact the Michigan Department of Agriculture & Rural Development, Environmental Stewardship Division). It may also be beneficial to consider joining nationwide agreements that protect imperiled pollinators while offering regulatory certainty ([Enclosure 1](#); N). Planting a diverse group of native plant species will help support the nutritional needs of Michigan's pollinators ([Enclosure 1](#); F). We recommend a mix of flowering trees, shrubs, and herbaceous plants so that something is always blooming, and pollen is available during the active periods of the pollinators: roughly early spring through fall (mid-March to mid-October). It may be easier and less expensive to plant the entire site before construction, and in some cases planting pollinator habitat at least a year before construction to allow vegetation to become established on the site may be beneficial. Established native plants will be more resilient to construction activities and may reduce erosion risk and the need for extensive soil erosion control measures.
- (8) Incorporate a water source (e.g., ephemeral pool or low area) that provide resources for pollinators and bats.
- (9) In addition to IPaC, many other tools exist to assist project planners in avoiding areas of high-quality wildlife habitat, including the Nature Conservancy's Site Renewables Right

Tool and the Midwest Conservation Blueprint ([Enclosure 1](#); K, L). The Nature Conservancy has also created a Resilient and Connected Lands (RCL) tool that maps corridors ([Enclosure 1](#); M). Local land conservancies often have similar maps at a finer scale. When siting facilities, we recommend choosing siting configurations that support corridors identified in local conservancy plans, in the RCL tool, or through desktop analysis of patterns of natural cover.

Project Construction Recommendations:

- (1) When removing potential wildlife habitat is necessary, plan to avoid spring and summer (e.g., March 15 – August 15) when feasible to help prevent the loss of nests, non-mobile young, and help wildlife populations maintain productivity.
- (2) Consider voluntary mitigation in addition to any required to offset the losses of forest, native grassland, or wetland habitats.
- (3) Use construction techniques and materials that are likely not to cause additional harm to wildlife (see [Enclosure 2](#) for recommendations concerning wildlife friendly erosion control materials).
- (4) Use wildlife friendly fencing material and design to avoid entrapment of animals. Fencing material designed to allow smaller animals to easily move into and out of a facility, such as 4-to 5-inch mesh fencing or specially designed passage structures in chain link fencing, can facilitate the passage of small animals such as turtles and snakes.
- (5) Implement measures to reduce the chances that equipment will exacerbate the spread of invasive species into natural habitats (e.g., cleaning of equipment prior to accessing site, post-site restoration monitoring, and invasive plant treatments, as necessary).
- (6) Any aboveground electrical transmission lines or other equipment should follow the Avian Power Line Interaction Committee guidelines for minimizing avian electrocution and collision risk ([Enclosure 1](#); G).
- (7) When possible, design for a panel height of 36 inches or higher. Diverse native plants will be of the most benefit to wildlife, but native vegetation regularly grows taller than 24 inches. Lower panel heights will limit the number of plant species that can be planted for pollinators and other wildlife. In addition, lower panel heights can require more frequent mowing and cost more to maintain.

Operational Recommendations:

- (1) Require technicians and other staff that visit the project area to report any wildlife mortalities or injuries they observe, specifically birds and bats. Although we do not anticipate significant potential for wildlife impacts from solar facility operations in Michigan, there have been reports of birds mistaking solar panels for a water surface in certain conditions as well as birds being killed along transmission lines and other electrical equipment. These can be reported to the Service's Injury and Mortality Reporting System ([Enclosure 1](#); H).

- (2) Incorporate wildlife friendly mowing practices (e.g., timing of mowing to benefit pollinators ([Enclosure 1](#); F).
- (3) During regular operations, herbicide and pesticide use should be minimized to the extent possible. If herbicides or pesticides must be used, treatments should be targeted (e.g., spot treatments), rather than whole-field applications, if practical.
- (4) We encourage facilities to allow access to researchers to document the benefits and costs of solar energy developments for native vegetation and wildlife.

Decommissioning Recommendations:

- (1) The intended state of the property after the lifespan of solar panels and the development's lease should be established during the planning stages, and sufficient funds should be set aside to ensure the work of decommissioning. A decommissioning plan should be developed cooperatively with the landowner during the initial stages of the project.
- (2) If potential wildlife habitat was impacted during construction, the area should be restored to a natural, pre-development condition. This is often a multiple-year endeavor. Decommissioning should include addressing and ameliorating any compacted soil and removing access roads and related infrastructure, such as culverts.

If project plans change or new information reveals that listed species or habitats may be affected in a manner or to an extent not previously considered, please re-enter project plans/updates into IPaC and contact our office for further assistance if needed.

Please also note that when a project requires consultation under section 7 of the ESA, the Service must consult directly with the Federal action agency unless that agency formally designates a non-Federal representative (50 CFR 402.08). Non-Federal representatives may prepare analyses or conduct informal consultations; however, the ultimate responsibility for section 7 compliance under the ESA remains with the Federal agency.

Your cooperation and coordination with the Service is greatly appreciated. In an effort to continue and/or improve our current level of coordination, we request that you contact us to provide an update on the status of your project as you complete planning or construction. If you have questions or we can be of further assistance, please contact us at eastlansing@fws.gov or phone: 517-351-2555.

Sincerely,

Scott Hicks
Field Supervisor

Enclosure 1: Websites for Planning Information

A: Information for Planning and Consultation (IPaC) Instructions: [MIFO IPaC Instructions](#)

B: Information for Planning and Consultation (IPaC) Website: [IPaC](#)

C: ESA Section 7 Technical Assistance:

[Midwest Section 7 Technical Assistance | U.S. Fish & Wildlife Service \(fws.gov\)](#)

D: National Bald Eagle Management Guidelines: [National bald eagle management guidelines | FWS.gov](#)

E: Midwest Region Eagle Permits: [Do I need an eagle take permit? | U.S. Fish & Wildlife Service \(fws.gov\)](#)

F: Pollinator Information:

Monarch butterfly: [Monarchs | U.S. Fish & Wildlife Service \(fws.gov\)](#)

Rusty Patched Bumble Bee: [Rusty Patched Bumble Bee | U.S. Fish and Wildlife Service \(fws.gov\)](#)

Michigan Natural Feature Inventory Michigan Bumble Bee Species: [Michigan Bumble Bees](#)

G: Avian Power Line Interaction Committee Guidelines: [Avian Protection Plan Guidelines](#)

H: Service's Injury and Mortality Reporting System: [IMR: Injury and Mortality Reporting \(fws.gov\)](#)

I: Indiana Bat Section 7 and Section 10 Guidance for Wind Energy Projects: [Indiana Bat Section 7 and Section 10 Guidance for Wind Energy Projects | FWS.gov](#)

J: Indiana Bat and Northern Long-Eared Bat Survey Guidelines: [Range-wide Indiana Bat and Northern long-eared Bat Survey Guidelines | U.S. Fish & Wildlife Service \(fws.gov\)](#)

K: Midwest Conservation Blueprint: [The Midwest Conservation Action Portal](#)

L: The Nature Conservancy Site Renewables Right Tool: [Site Renewables Right](#)

M: The Nature Conservancy Resilient and Connected Lands: [Resilient Land Mapping Tool](#)

N: Nationwide Agreements solar energy is eligible to join:

Nationwide Candidate Conservation Agreement with Assurances for Monarch Butterfly: [Monarch CCAA](#)

Nationwide Conservation Benefit Agreement for At-Risk Bumble Bees: [Bumble Bee CBA](#)

O: Michigan Pollinator Initiative Resources for Large-scale Pollinator Planting: [Large Scale Pollinator Planting](#)

P: Michigan State University Department of Entomology Pollinator Habitat Planning Scorecard: [Michigan Pollinator Habitat Planning Scorecard for Solar Sites](#)

Q. Indiana Bat Information: [Indiana Bat | U.S. Fish & Wildlife Service \(fws.gov\)](#)

R. Northern Long-eared Bat Information: [Northern Long-eared Bat | U.S. Fish & Wildlife Service \(fws.gov\)](#)

S. Tricolored Bat Information: [Tricolored Bat | U.S. Fish & Wildlife Service \(fws.gov\)](#)

Enclosure 2: Additional Planning Considerations for Eastern Massasauga Rattlesnake

Eastern Massasauga Rattlesnake (EMR)

The EMR's habitat is typically associated with open to forested wetlands and adjacent uplands. During colder months (generally October through April), EMR hibernate below the frost line in crayfish or small mammal burrows, tree root networks or rock crevices in areas where the water table is near the surface (areas where the soil is saturated but not inundated) and with consistent hydrology to support over-winter survival. Hibernacula are typically near wetland edges, or slightly upland (typically within 500 meters of wetland). EMR stay in the area around their hibernacula until overnight temperatures warm up enough for them to move to their active season range.

In IPaC, you can determine whether your project overlaps Tier 1 or Tier 2 habitat by clicking on the thumbnail for EMR in your species list. If the popup says, "Project is Within EMR Range", then it is outside of Tier 1 or Tier 2 habitat but within the range of the species (see Figures 1 and 2 on next page). For projects within the range of EMR, we recommend incorporating General Best Management Practices (BMPs) into your project's design.

In order to avoid reasonable certainty of take of EMR:

- Site your project so that it does not overlap with modeled Tier 1 or Tier 2 habitat for EMR or use the determination key to evaluate plans in greater detail.
- Use wildlife-safe materials for erosion control and site restoration throughout the project area. Do not use erosion control products containing plastic mesh netting or other similar material that could entangle EMR. Wildlife safe materials are those that are 100% biodegradable and use a loose weave (often called leno weave) that allow animals to wiggle free. To minimize wildlife entanglement and plastic debris pollution, choose temporary erosion and sediment control products that either do not contain netting, or that contain netting manufactured from 100% biodegradable non-plastic materials such as jute, sisal, or coir fiber. Degradable, photodegradable, UV-degradable, oxo-degradable, or oxo-biodegradable plastic netting (including polypropylene, nylon, polyethylene, and polyester) are not acceptable alternatives. All netting materials used should have a wildlife-safe, loose-weave design with movable, non-welded joints between the horizontal and vertical twines, allowing the twines to move independently and thus reducing the potential for wildlife entanglement. Avoid the use of silt fences reinforced with metal or plastic mesh. When no longer required, temporary erosion and sediment control products should be promptly removed. Further information about wildlife-safe erosion control is available at <https://www.fws.gov/initiative/protecting-wildlife/make-change-wildlife-friendly-erosion-control-products>.
- To increase human safety and awareness of EMR, those implementing the project should first watch MDNR's "[60-Second Snakes: The Eastern Massasauga Rattlesnake](#)" video, review the [EMR factsheet](#), or call (517) 351-2555.
- During project implementation, require reporting of any federally listed species, including EMR, to the Service within 24 hours.

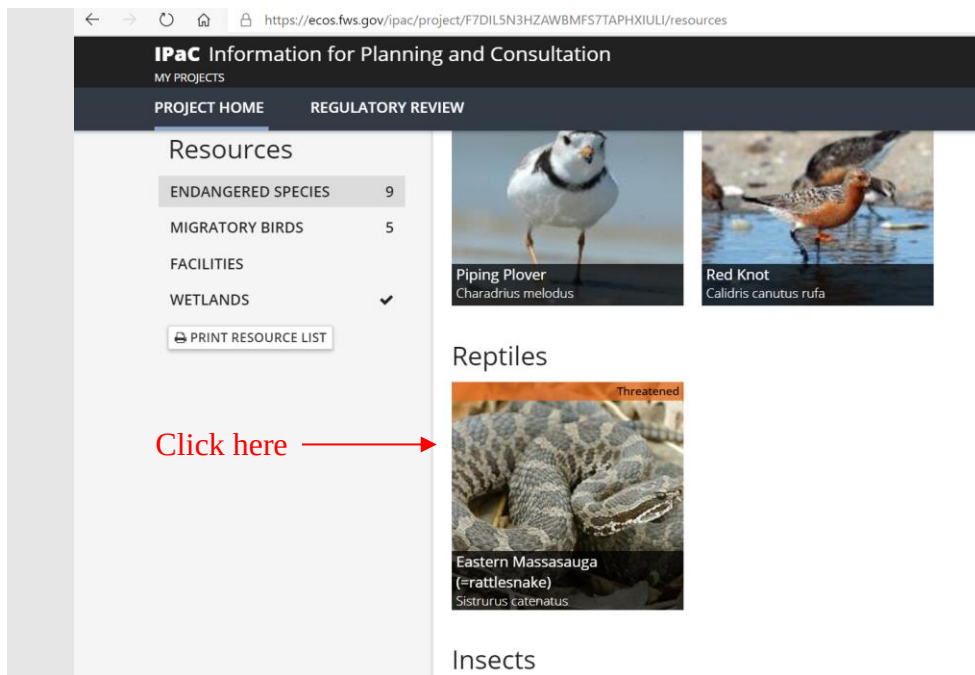


Figure 1: A screenshot showing the thumbnail of EMR to click on to determine whether your project is within Tier 1 or Tier 2 habitat.

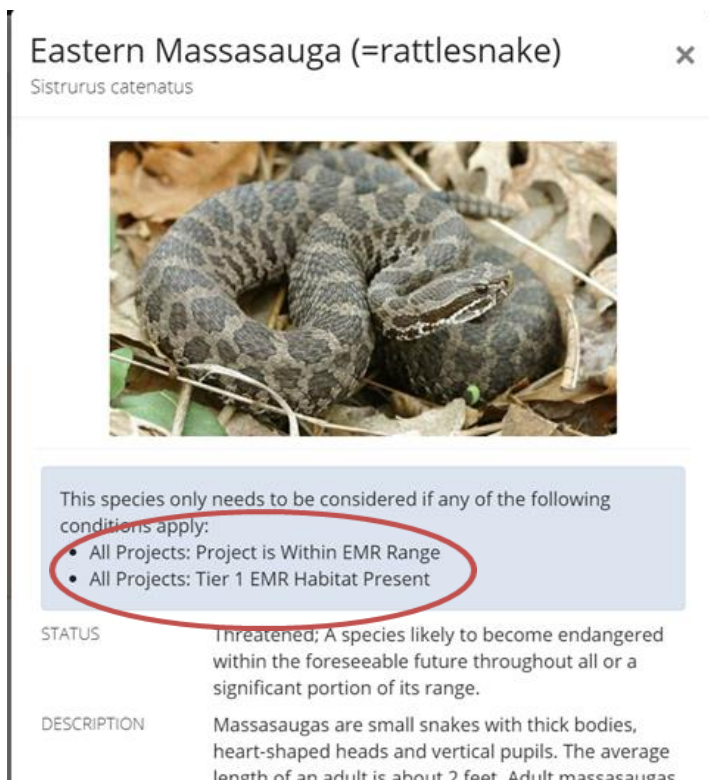


Figure 2: A screenshot of the popup you see when you click on the EMR thumbnail for your project. For this example project, a portion of the area overlaps Tier 1 habitat, and a portion of the project is “within the range” (outside of Tier 1 or Tier 2 habitat).

References

- Boyles, J.G., P.M. Cryan, G.F. McCracken, T.H. Kunz. 2011. Economic Importance of Bats in Agriculture. *Science* 332(1): 41-42.
- Kurta, A. and J.O. Whitaker. 1998. Diet of the Endangered Indiana Bat (*Myotis sodalis*) on the Northern Edge of Its Range. *The American Midland Naturalist* 140(2):280-286.
- Maine J.J. and J.G. Boyles. 2015. Bats initiate vital agroecological interactions in corn. [Epub ahead of print]. *Proceedings of the National Academy of Science* 12(40):12438-12443.
- Reiskind, M.H. and M.A. Wund. 2009. Experimental assessment of the impacts of northern long-eared bats on ovipositing *Culex* (Diptera: Culicidae) mosquitoes. *Journal of Medical Entomology* 46(5):1037-1044
- Whitaker, Jr., J.O. 1995. Food of the big brown bat *Eptesicus fuscus* from maternity colonies in Indiana and Illinois. *American Midland Naturalist* 134(2):346-360.

U.S. Department of Agriculture (USDA)

September 8, 2025: Consultation Log

September 12, 2025: Consultation Log

Agency Consultation Log

Date: 09/08/2025

Time: 9:32 AM (CT)

Agency: USDA – FSA – Lenawee Office

Attendees: Miranda Norfleet

Topics Discussed: RWE initiated contact with local FSA office via telephone message to request guidance on process for processing of release of land from CRP.

Next Steps and Associated Timeline: RWE awaiting Agency response.

Agency Consultation Log

Date: 09/12/2025

Time: 2:18 PM (CT)

Agency: USDA – FSA – Lenawee Office

Attendees: Miranda Norfleet (recipient) and Jared Thalen (FSA)

Topics Discussed: RWE received phone call with guidance for submission process, documentation requirements, and process for submitting request.

Next Steps and Associated Timeline: RWE will continue to coordinate with the Lenawee FSA to obtain a release of the CREP.

Michigan Natural Features Inventory (MNFI)

March 27, 2023: Not Available for Inclusion

April 17, 2023: Rare Species Review #3463 Report

November 1, 2024: Email Correspondence

December 3, 2024: Email Correspondence and Rare Species Review #5237

Becky Braeutigam
SWCA Environmental Consultants
937.405.8256

April 17, 2023

Re: Rare Species Review #3463 – Lenawee County Solar Project, Lenawee County, MI.

Hello:

The location for the proposed project was checked against known localities for rare species and unique natural features, which are recorded in the Michigan Natural Features Inventory (MNFI) natural heritage database. This continuously updated database is a comprehensive source of existing data on Michigan's endangered, threatened, or otherwise significant plant and animal species, natural plant communities, and other natural features. Records in the database indicate that a qualified observer has documented the presence of special natural features. The absence of records in the database for a particular site may mean that the site has not been surveyed. The only way to obtain a definitive statement on the status of natural features is to have a competent biologist perform a complete field survey.

Under Act 451 of 1994, the Natural Resources and Environmental Protection Act, Part 365, Endangered Species Protection, "a person shall not take, possess, transport, ...fish, plants, and wildlife indigenous to the state and determined to be endangered or threatened," unless first receiving an Endangered Species Permit from the Michigan Department of Natural Resources (MDNR), Wildlife Division. Responsibility to protect endangered and threatened species is not limited to the lists below. Other species may be present that have not been recorded in the database.



MSU EXTENSION

**Michigan Natural
Features Inventory**

PO Box 13036
Lansing MI 48901

(517) 284-6200
Fax (517) 373-9566

mnfi.anr.msu.edu

Several at-risk species and/or natural communities have been documented within 1.5 miles of the project location and it is possible that adverse impacts will occur. This response reflects a desktop review of the database and MNFI cannot fully evaluate this project without visiting the area. MNFI offers several levels of [Rare Species Reviews](#), including field surveys which I would be happy to discuss with you.

Sincerely,

Michael A. Sanders

Michael A. Sanders
Environmental Review Specialist
Michigan Natural Features Inventory

Comments for Rare Species Review #3463:

It is important to note that it is the applicant's responsibility to comply with both state and federal threatened and endangered species legislation. Therefore, if a state listed species occurs at a project site, and you think you need an endangered species permit please contact: Casey Reitz, DNR-Wildlife Division, 517-284-6210, or ReitzC@michigan.gov. If a federally listed species is involved and, you think a permit is needed, please contact Jessica Pruden, U.S. Fish and Wildlife Service, East Lansing office, 517-351-8316, or Jessica.Pruden@fws.gov.

NOTE: special concern species and natural communities are not protected under endangered species legislation, but efforts should be taken to minimize any or all impacts. Please consult MNFI's [Rare Species Explorer](#) for additional information on Michigan's rare plants and animals.

NOTE: Michigan rivers and streams have been grouped according to existing information of mussel distribution and individual species conservation status. **Sections of the River Raisin** in this area are Group 3 mussel streams which means that federally listed species are expected to occur here. Sections of **Gleason Brook and the Little River Raisin** are Group 2 mussel streams which means that state listed species are expected to occur here. The group number triggers the type of mussel survey protocols and relocation procedures that must be followed. I encourage you to review the **Michigan Freshwater Mussel Survey Protocols and Relocation Procedures** publication if in-stream work and/or land clearing activities occur that result in streambed disturbance and erosion and sedimentation into the river. A copy of the publication can be found at: <https://mnfi.anr.msu.edu/resources/michigan-mussels>.

NOTE: Freshwater mussels (*Unionida*) require a fish host to complete their life cycle. Eggs are fertilized and develop into larvae within the gills of the female mussel. These larvae, called glochidia, are released into the water and must attach to a suitable fish host to survive and transform into the adult mussel. As zebra mussel (*Dreissena polymorpha*) infestation has led to the extirpation of many native mussel communities, boat hulls and trailers, fishing gear and scuba equipment should be thoroughly cleaned before moving between waterbodies, to prevent the spread of zebra mussel larvae and adults.

Table 1: Occurrences of Threatened & Endangered Species within 1.5 miles of Project Site

Element Category	Scientific Name	Common Name	Federal Status	State Status	G Rank	S Rank	EO Rank	First Observed Date	Last Observed Date
Plant	<i>Camassia scilloides</i>	Wild hyacinth		T	G5	S2	AB	1987	1987-05-17
Animal	<i>Erimyzon claviformis</i>	Creek chubsucker		E	G5	S1	E	1978	1995
Plant	<i>Galearis spectabilis</i>	Showy orchis		T	G5	S2	H	1893	1893-06
Animal	<i>Lampsilis fasciola</i>	Wavyrayed lampmussel		T	G5	S2	H	1929	1940
Plant	<i>Diarrhena obovata</i>	Beak grass		T	G4G5	S2	E	1985	1985-05-31
Plant	<i>Trillium sessile</i>	Toadshade		T	G5	S2S3	H		1943-05
Plant	<i>Astragalus canadensis</i>	Canadian milk vetch		T	G5	S1S2	H	1916	1916-07-22
Animal	<i>Clemmys guttata</i>	Spotted turtle		T	G5	S2	E	1990	1990-02
Plant	<i>Camassia scilloides</i>	Wild hyacinth		T	G5	S2	AB	1981-05-06	1981-05-06
Plant	<i>Camassia scilloides</i>	Wild hyacinth	Exhibit A-4.4 Page 37	T	G5	S2	E	1985-05-13	2013-05-04

Plant	<i>Trillium sessile</i>	Toadshade		T	G5	S2S3	AB	1985	2013-05-04
Plant	<i>Trillium sessile</i>	Toadshade		T	G5	S2S3	E	1966	2017-05-06
Plant	<i>Camassia scilloides</i>	Wild hyacinth		T	G5	S2	B?	1989	1989-06-29
Plant	<i>Lycopus virginicus</i>	Virginia water-horehound		T	G5	S2	E	1987-09-21	2001-09-04
Plant	<i>Trillium sessile</i>	Toadshade		T	G5	S2S3	B	1987	1987-05-17
Animal	<i>Villosa fabalis</i>	Rayed bean	LE	E	G2	S1S2	E	1941-08-07	2018-09-14
Plant	<i>Lactuca floridana</i>	Woodland lettuce		T	G5	S2	E	1988	1988-08-31
Animal	<i>Myotis sodalis</i>	Indiana bat	LE	E	G2	S1	E	2004-07-29	2007-08-16
Plant	<i>Mertensia virginica</i>	Virginia bluebells		E	G5	S1S2	E	1987-04-28	1987-04-28
Plant	<i>Cypripedium candidum</i>	White lady slipper		T	G4	S2	E	1988-06-05	1988-06-05
Plant	<i>Hydrastis canadensis</i>	Goldenseal		T	G3G4	S2	E	1998-09-19	1998-09-19
Plant	<i>Lycopus virginicus</i>	Virginia water-horehound		T	G5	S2	C	2007-08-10	2007-08-10
Animal	<i>Toxolasma parvum</i>	Lilliput		E	G5	S1	H	1936-pre	1936-pre
Animal	<i>Cyclonaias tuberculata</i>	Purple wartyback		T	G5	S2	H	1925-07-19	1925-07-19
Animal	<i>Alasmidonta viridis</i>	Slippershell		T	G4G5	S2S3	H	1927	1942-07-09
Animal	<i>Nycticeius humeralis</i>	Evening bat		T	G5	S2	E	2004-08-07	2007-08-16
Plant	<i>Ruellia strepens</i>	Smooth ruellia		E	G4G5	S1	AB	2010-09-13	2010-09-13
Plant	<i>Carex crus-corvi</i>	Raven's-foot sedge		E	G5	S1	C	2011-06-28	2013-07-07
Animal	<i>Villosa fabalis</i>	Rayed bean	LE	E	G2	S1S2	E	2015-09-17	2015-09-17

Comments for Table 1:

Several at-risk species and/or natural communities have been documented within 1.5 miles of the project location and it is possible that adverse impacts will occur.

Species Comments for Table 1

Toadshade (*Trillium sessile*)

Habitat

Known to occur in Section 05 of 07SR04E. This plant is found in floodplains and mesic forests, especially moist ravines, rich moist woods and bluffs, and is especially frequent on limestone derived soils.

Management Recommendations

Conserve hydrology of river system and corresponding cyclical floodplain regime. Maintain healthy intact, mature floodplain forests and minimize forest fragmentation. Monitor and control invasive species, particularly garlic mustard and dame's rocket. When possible, leave large tracts of unharvested forests and allow natural processes to operate unhindered.

For more information, see the [Trillium sessile](#) species page on the MNFI website.

Evening bat (*Nycticeius humeralis*)

Habitat

Known to occur at several locations along Black Creek in the southern part of the footprint. In old and mature forests, this species prefers to roost behind loose bark during the nonbreeding season, frequently moving between large snags located near one another, and in spacious cavities during the maternity period (Kunz and Lumsden 2003, Pierson 1998, Texas Parks and Wildlife Department 1999). Where such conditions are not available, evening bats will roost in wooden structures, such as attics and barns. Foraging habitat includes open areas above water and forest clearings and edges.

Management Recommendations

Management for evening and other tree-roosting bats involves protecting large stands of old-growth and mature forest, especially those in close proximity to water, as well as retaining snags and older living trees within these stands (Miles et al. 2006, Pierson 1998). As thriving insect populations are necessary for many bat species, including the evening bat, insecticide applications may have dramatic negative impacts. Healthy aquatic habitats are required by bats, both as sources of clean drinking water and to produce multitudes of insect prey items, while open areas above water provide important foraging grounds (Hayes and Loeb 2007).

For more information, see the [Nycticeius humeralis](#) species page on the MNFI website.

Indiana bat (*Myotis sodalis*)

Habitat

Known to occur in the floodplains along the Raisin River and Black Creek . Indiana bats roost and form maternity colonies under loose bark or in hollows and cavities of mature trees in the floodplain forest. In Michigan, savanna habitats adjacent to riparian corridors may have been historically important for roost sites, as the bats are thought to prefer sun-exposed trees for maximum warmth at the northern limit of their range. In winter, Indiana bats primarily hibernate in caves in Kentucky, Indiana, and Missouri, although a new hibernacula site has been found in northern Michigan at a hydroelectric facility.

Management Recommendations

Floods, cave ceiling collapses, mortality during severe winters, and human disturbances (e.g. vandalism, caving, and indiscriminant collecting) have severely disrupted local populations at their hibernacula. The Indiana bat requires large blocks of mature floodplain forest, including standing snags and other suitable living roost sites. A primary limiting factor in their summer range has been the deforestation of riparian habitats, which usually occurs from the cutting of large, dead trees for firewood. Stream channelization, bank modification, and agricultural development along stream banks also have contributed to habitat destruction. Riparian habitat can be maintained by protecting mature, wooded areas, leaving large, dead trees standing, and maintaining wide vegetation buffer strips. Cutting of snags, canopy removal, and general land clearing activities along streams and rivers for development, agriculture, utility corridors, river or drain dredging and other purposes should be avoided. The species would likely benefit from restoration of floodplain forests and adjacent savannas through tree planting efforts.

For more information, see the [Myotis sodalis](#) species page on the MNFI website.

Spotted turtle (*Clemmys guttata*)

Habitat

Known to occur along the Big Meadow Drain. Spotted Turtles require clean, shallow bodies of standing or slow-flowing water with muddy or mucky bottoms and aquatic or emergent vegetation. Although Spotted Turtles are considered fairly aquatic, they are frequently found on land in open habitats, especially during mating and nesting seasons. In early spring, Spotted Turtles spend a great deal of time basking on logs, muskrat houses and grass or sedge hummocks. At night and during hot weather, they burrow under vegetation or into the soil or muddy bottoms of the wetland or crawl into mammal burrows. They overwinter in shallow water in the mud or in mammal burrows or lodges.

Management Recommendations

Spotted Turtles are characterized by late sexual maturity and low reproductive potential, suggesting that high annual survivorship of adults and juveniles is critical for maintaining a stable population. Extant populations and suitable wetland and nesting habitats should be protected and maintained. Increased protection of small, non-contiguous wetlands is important for maintaining sufficient habitat. Implementing minimum development setback distances, leaving buffer zones during agricultural and land management operations, maintaining good water quality and hydrologic integrity, minimizing the construction of roads in or near suitable wetlands, and minimizing the use of road salt near wetlands would be beneficial to this species. Maintaining suitable open upland nesting areas (e.g., through woody vegetation management) also would benefit this species. Altering the timing of land use activities (e.g., working in upland habitats during the winter between November and March when Spotted Turtles are hibernating in the water or wetland) could help minimize the potential for adverse impacts to this species. Predator control and on-site protection of nest sites may be warranted to increase reproductive success. Minimizing road mortality and removal/collection of turtles from the wild also would benefit Spotted Turtle populations. Providing connectivity among populations to allow for genetic exchange also is vital for preserving the long-term viability of this species.

For more information, see the [*Clemmys guttata*](#) species page on the MNFI website.

Wild hyacinth (*Camassia scilloides*)

Habitat

Known to occur in the floodplain of the Raisin River oxbows in the NE part of property. Found in floodplain forests with a fairly open canopy, as well as on river bottom flats and banks.

Management Recommendations

Conserve hydrology of river system and corresponding cyclical floodplain regime. Maintain healthy intact, mature floodplain forests and minimize forest fragmentation. When possible, leave large tracts of unharvested forests and allow natural processes to operate unhindered.

For more information, see the [*Camassia scilloides*](#) species page on the MNFI website.

Slippershell (*Alasmidonta viridis*)

Habitat

Known to occur in the Little Raisin River. The slippershell typically occurs in creeks and headwaters of rivers in sand or gravel substrates. Occasionally, they occur in larger rivers and lakes and in mud substrates.

Management Recommendations

The slippershell requires clear, clean water and substrates for survival. Like other mussels, threats include: siltation, poor water quality, point and non-point source pollution, and alteration of natural flow regimes. Maintenance or establishment of vegetated riparian buffers can help protect mussel habitats from these threats. Additionally, zebra mussels and other exotic species are a major threat to all mussels. Hence, control and management of exotic species also help protect native mussel species. And as with all mussels, protection of their hosts habitat is also crucial.

For more information, see the [*Alasmidonta viridis*](#) species page on the MNFI website.

Eastern box turtle (*Terrapene carolina carolina*)

Habitat

Known to occur throughout the area. The Eastern Box Turtle is Michigan's only truly terrestrial turtle. It typically occurs in forested habitats with sandy soils near a source of water such as a stream, pond, lake, marsh or swamp. They also may be found in adjacent thickets, old fields, pastures, or vegetated dunes.

Access to unshaded nesting sites in sandy, open areas, is critical for successful reproduction.

Management Recommendations

Conservation efforts should concentrate on protecting large tracts of habitat especially on public land to provide the box turtle additional protection from the effects of development. Wetland hydrology and quality should be maintained by preventing improper off-road vehicle use, implementing minimum development set-back distances, leaving buffer zones during timber harvest, grazing and agricultural operations, minimizing use of herbicides and pesticides in or near wetlands, and/or controlling invasive plants. Upland nesting areas should be identified, protected and in some cases created. Construction of new roads should be minimized or routed to avoid separating foraging and/or overwintering habitat from nesting areas. Finally, the public should be educated about the laws protecting reptiles and amphibians and encouraged to leave wild turtles in their natural habitats rather than collecting them for pets.

For more information, see the [Terrapene carolina carolina](#) species page on the MNFI website.

Northern long-eared bat (*Myotis septentrionalis*)

Habitat

Known to occur at several locations in the SE part (Bear and Black Creek areas) of the project area. Northern long-eared bats live in areas dominated by deciduous or mixed hardwood-coniferous forest. Forests with low understory cover appear to be preferred by this species. In Michigan, northern long-eared bats are associated with karst topography where they utilize small caves and crevices in limestone cliffs as hibernacula. After emerging from hibernation, northern long-eared bats will readily roost in trees, tree hollows, or bark crevices. During the summer, northern long-eared bats are not tied to a specific natural community type and will inhabit any forest with large trees that offer bark that is loose or has deep enough crevices to roost in. Northern long-eared bats do not appear to show preference for dead trees (as some bat species do) and readily roost in living trees. This species rarely roosts in human-made structures.

Management Recommendations

A primary limiting factor in their summer range has been the deforestation of mature forested habitats and the elimination of roost trees, which can be attributed to the cutting of large, dead trees for firewood. Forested habitat can be maintained by protecting mature, wooded areas, leaving large, dead trees standing, and maintaining wide vegetation buffer strips. Cutting of snags, canopy removal, and general land clearing activities for development, agriculture, and utility corridors should be avoided. All stone quarry activity around limestone cliffs pose a threat to this species and should be avoided.

White-nose syndrome has had a staggering impact on northern long-eared bat populations. As a result, this species was listed as threatened under the Endangered Species Act in April, 2015.

For more information, see the [Myotis septentrionalis](#) species page on the MNFI website

Table 2: Occurrences of Special Concern Species within 1.5 miles of Project Site

Element Category	Scientific Name	Common Name	Federal Status	State Status	G Rank	S Rank	EO Rank	First Observed Date	Last Observed Date
Plant	<i>Carex davisii</i>	Davis's sedge		SC	G4	S3	E	1985	1985-05-31
Plant	<i>Arnoglossum plantagineum</i>	Prairie indian-plantain		SC	G4G5	S3	D?	1985	1985

Animal	<i>Terrapene carolina carolina</i>	Eastern box turtle		SC	G5T5	S2S3	H		1978-05-19
Plant	<i>Angelica venenosa</i>	Hairy angelica		SC	G5	S3	E	1985	1985-07-30
Plant	<i>Carex davisii</i>	Davis's sedge		SC	G4	S3	E	1987-06-10	1988-05-22
Plant	<i>Carex trichocarpa</i>	Hairy-fruited sedge		SC	G4	S2	H	1874	1874-07-06
Plant	<i>Prunus umbellata</i>	Alleghany or Sloe plum		SC	G5	S3	C	1986	1986-05-09
Animal	<i>Terrapene carolina carolina</i>	Eastern box turtle		SC	G5T5	S2S3	E	1986	1986-10
Community	<i>Mesic Southern Forest</i>				G2G3	S3	C?	1985	1985-12-07
Animal	<i>Terrapene carolina carolina</i>	Eastern box turtle		SC	G5T5	S2S3	E	1978	1985-07-19
Animal	<i>Alasmidonta marginata</i>	Elktoe		SC	G4	S3?	C	2000-10-13	2000-10-13
Plant	<i>Eleocharis engelmannii</i>	Engelmann's spike rush		SC	G4G5	S2S3	CD	2001-07-07	2001-07-07
Animal	<i>Alasmidonta marginata</i>	Elktoe		SC	G4	S3?	E	2000-2001	2000-2001
Animal	<i>Alasmidonta marginata</i>	Elktoe		SC	G4	S3?	E	2000-2001	2000-2001
Animal	<i>Villosa iris</i>	Rainbow		SC	G5	S3	E	2000-2001	2000-2001
Plant	<i>Helianthus hirsutus</i>	Whiskered sunflower		SC	G5	S3	E	1985-07-30	1985-07-30
Animal	<i>Truncilla truncata</i>	Deertoe		SC	G5	S2S3	H		
Animal	<i>Alasmidonta marginata</i>	Elktoe		SC	G4	S3?	H		
Animal	<i>Pleurobema sintoxia</i>	Round pigtoe		SC	G4G5	S3	H	1925-07-19	1925-07-19
Animal	<i>Villosa iris</i>	Rainbow		SC	G5	S3	H	1929	1929
Animal	<i>Mesodon</i>	Yellow		SC	G5	SNR	H	1939-05-	1939-05-

	<i>clausus</i>	globelet						08	08
Animal	<i>Haliaeetus leucocephalus</i>	Bald eagle		SC	G5	S4	E	2011	2015
Animal	<i>Myotis septentrionalis</i>	Northern long-eared bat	LT	SC	G2G3	S1	E	2006-05-20	2011
Animal	<i>Bombus affinis</i>	Rusty-patched bumble bee	LE	SC	G2	SH	H	1926-07-11	1998-08-01
Animal	<i>Lasmigona compressa</i>	Creek heelsplitter		SC	G5	S3	H	1925-07-19	1929
Animal	<i>Lasmigona costata</i>	Flutedshell		SC	G5	SNR	H	1925-07-19	1929
Animal	<i>Protonotaria citrea</i>	Prothonotary warbler		SC	G5	S3	E	2018-06-14	2018-06-14
Animal	<i>Bombus pensylvanicus</i>	American bumble bee		SC	G3G4	S1	H	1965-09-06	1981-06
Animal	<i>Bombus terricola</i>	Yellow banded bumble bee		SC	G3G4	S2S3	H	1978-05-17	1978-05-17
Animal	<i>Bombus auricomus</i>	Black and gold bumble bee		SC	G5	S2	H	1961-08-07	1995-06-05
Plant	<i>Conioselinum chinense</i>	Hemlock-parsley		SC	G5	SNR	H	1985-09-07	1985-09-07
Animal	<i>Faxonius immunis</i>	Calico crayfish		SC	G5	S4	H	1966-04-19	1966-04-19
Animal	<i>Acronicta falcata</i>	Corylus dagger moth		SC	G2G4	S2S3	H	1963-05-25	1963-05-25

Comments for Table 2:

Several at-risk species and/or natural communities have been documented within 1.5 miles of the project location and it is possible that adverse impacts will occur.

Species Comments for Table 2

Bald eagle (*Haliaeetus leucocephalus*)

Habitat

Known to nest along River Raisin in just south of Palmyra, Mi. Bald eagles will nest in a wide variety of habitats that provide suitable nest sites close to open water. Nests may be placed in snags or large live trees as well as on constructed platforms or utility poles. They are resident (stay year round) as long as

there is open water where they can forage.

Management Recommendations

Bald eagles are extremely sensitive to human activity during the first 12 weeks of the breeding season. Maintain a quarter mile buffer zone around the nest from mid-March through the end of June. Schedule maintenance and construction activities within the buffer zone to occur between August and February.

For more information, see the [Haliaeetus leucocephalus](#) species page on the MNFI website

Elktoe (*Alasmidonta marginata*)

Habitat

Known to occur in the River Raisin. The Elktoe is found in small to large sized streams and small to medium rivers. It is a riffle species, preferring swifter currents over packed sand and gravel substrates. The Elktoe is typically only found in clean, clear water (Cummings and Mayer 1992).

Management Recommendations

The elktoe needs clean, fast-flowing water to survive. Therefore, changes to its habitat, such as river impoundment, siltation and channel disturbances, including dredging, negatively affect this species. Pollution from point (industrial and residential discharge) and non-point (siltation, herbicide and surface run-off) sources is also a threat to mussels and should be limited and monitored to insure compliance with the Clean Water Act. Control of zebra mussels is critical to preserving native mussels. It is essential to protect not only the habitat of the elktoe, but also the white sucker, northern hog sucker, shorthead redhorse, rockbass and warmouth, as they serve as hosts for the glochidia.

For more information, see the [Alasmidonta marginata](#) species page on the MNFI website

Codes to accompany table

State Protection Status Code Definitions (SPROT)

E = Endangered

T = Threatened

SC = Special concern

Federal Protection Status Code Definitions (USESA)

LE = listed endangered

LT = listed threatened

LELT = partly listed endangered and partly listed threatened

PDL = proposed delist

E(S/A) = endangered based on similarities/appearance

PS = partial status (federally listed in only part of its range)

C = species being considered for federal status

Global Heritage Status Rank Definitions (GRANK)

The priority assigned by [NatureServe](#)'s national office for data collection and protection based upon the element's status throughout its entire world-wide range. Criteria not based only on number of occurrences; other critical factors also apply. Note that ranks are frequently combined.

G1 = critically imperiled globally because of extreme rarity (5 or fewer occurrences range-wide or very few remaining individuals or acres) or because of some factor(s) making it especially vulnerable to extinction.

G2 = imperiled globally because of rarity (6 to 20 occurrences or few remaining individuals or acres) or because of some factor(s) making it very vulnerable to extinction throughout its range.

G3 = Either very rare and local throughout its range or found locally (even abundantly at some of its locations) in a restricted range (e.g. a single western state, a physiographic region in the East) or because of other factor(s) making it vulnerable to extinction throughout its range; in terms of occurrences, in the range of 21 to 100.

G4 = Apparently secure globally, though it may be quite rare in parts of its range, especially at the periphery.

G5 = Demonstrably secure globally, though it may be quite rare in parts of its range, especially at the periphery.

Q = Taxonomy uncertain

State Heritage Status Rank Definitions (SRANK)

The priority assigned by the Michigan Natural Features Inventory for data collection and protection based upon the element's status within the state. Criteria not based only on number of occurrences; other critical factors also apply. Note that ranks are frequently combined.

S1 = Critically imperiled in the state because of extreme rarity (5 or fewer occurrences or very few remaining individuals or acres) or because of some factor(s) making it especially vulnerable to extirpation in the state.

S2 = Imperiled in state because of rarity (6 to 20 occurrences or few remaining individuals or acres) or because of some factor(s) making it very vulnerable to extirpation from the state.

S3 = Rare or uncommon in state (on the order of 21 to 100

occurrences). S4 = apparently secure in state, with many occurrences.

S5 = demonstrably secure in state and essentially ineradicable under present conditions.

SX = apparently extirpated from state.

EO Rank Codes

Element Occurrence (EO) ranks refer to the viability or ecological integrity of the occurrence; they provide an assessment of the likelihood that if current conditions prevail the EO will persist for a defined period of time, typically 20-100 years.

- A - Excellent estimated viability/ecological integrity
- A? - Possibly excellent estimated viability/ecological integrity
- AB - Excellent or good estimated viability/ecological integrity
- AC - Excellent, good, or fair estimated viability/ecological integrity
- B - Good estimated viability/ecological integrity
- B? - Possibly good estimated viability/ecological integrity
- BC - Good or fair estimated viability/ecological integrity
- BD - Good, fair, or poor estimated viability/ecological integrity
- C - Fair estimated viability/ecological integrity
- C? - Possibly fair estimated viability/ecological integrity
- CD - Fair or poor estimated viability/ecological integrity
- D - Poor estimated viability/ecological integrity
- D? - Possibly poor estimated viability/ecological integrity
- E - Verified extant (viability/ecological integrity not assessed)
- F - Failed to find
- F? - Possibly failed to find
- H - Historical
- H? - Possibly historical
- X - Extirpated
- X? - Possibly extirpated
- U - Unrankable
- NR - Not ranked

Section 7 Comments for Rare Species Review #3463

Lenawee County Solar

Becky Braeutigam

SWCA Environmental Consultants

April 17, 2023

For projects involving Federal funding or a federal agency authorization

The following information is provided to assist you with Section 7 compliance of the Federal Endangered Species Act (ESA). The ESA directs all Federal agencies "to work to conserve endangered and threatened species. Section 7 of the ESA, called "Interagency Cooperation," is the means by which Federal agencies ensure their actions, including those they authorize or fund, do not jeopardize the existence of any listed species."

The project falls within the range of the following federally listed/proposed/candidate species which have been identified by the U.S. Fish and Wildlife Service (USFWS) to occur in Lenawee County, Michigan:

Federally Endangered

Indiana bat – there appears to be suitable habitat and there are known occurrences within the 1.5-mile search buffer. Indiana bats (*Myotis sodalis*) are found only in the eastern United States and are typically confined to the southern three tiers of counties in Michigan. Indiana bats that summer in Michigan winter in caves in Indiana and Kentucky. This species forms colonies and forages in riparian and mature floodplain habitats. Nursery roost sites are usually located under loose bark or in hollows of trees near riparian habitat. Indiana bats typically avoid houses or other artificial structures and typically roost underneath loose bark of dead elm, maple and ash trees. Other dead trees used include oak, hickory and cottonwood. Foraging typically occurs over slow-moving, wooded streams and rivers as well as in the canopy of mature trees. Movements may also extend into the outer edge of the floodplain and to nearby solitary trees. A summer colony's foraging area usually encompasses a stretch of stream over a half-mile in length. Upland areas isolated from floodplains and non-wooded streams are generally avoided.

Management and Conservation: the suggested seasonal tree cutting range for Indiana bat is between October 1 and March 31 (i.e., no cutting April 1-September 30). This applies throughout the Indiana bat range in Michigan.

Rayed bean mussel – there appears to be suitable habitat and there are known occurrences within the 1.5-mile search buffer. The federally and state endangered rayed bean mussel (*Villosa fabalis*) occurs in fine mud substrates and riffles among roots of aquatic vegetation. Limits of the breeding season are not known but gravid specimens have been found in May.

Management and Conservation: like other mussels, threats to the rayed bean include: natural flow alterations, siltation, channel disturbance, point and non-point source pollution, and exotic species. Maintenance or establishment of vegetated riparian buffers can help protect mussel habitats from many of their threats. Control of zebra mussels is critical to preserving native mussels. And as with all mussels, protection of their hosts habitat is also crucial.

Northern riffleshell - there appears to be suitable habitat within the 1.5-mile search buffer. The federal and state endangered northern riffleshell (*Epioblasma torulosa rangiana*) inhabits medium to large rivers in gravel riffles, where the water is highly oxygenated. This species was formerly widespread in the Midwest, but it has declined in range by more than 95% and now exists in only eight to ten isolated populations, most of which are small and peripheral.

Conservation and Management: members of the genus *Epioblasma* seem to be particularly sensitive to impacts from impoundment, which include population fragmentation and streamflow alteration. Other threats include habitat destruction (e.g. channelization, dredging, bulkheading), exotic species introductions, siltation, pollution, and modified streamflows due to wetland loss, dam operation, and intensive landscape modification. The other two subspecies of *E.*

torulosa, *E. torulosa torulosa* and *E. torulosa gubernaculum*, appear to have already gone extinct due to modification and degradation of river systems.

Northern long-eared bat – there are known occurrences within 1.5 miles of the project footprint. Northern long-eared bat (*M. septentrionalis*) numbers in the northeast US have declined up to 99 percent. Loss or degradation of summer habitat, wind turbines, disturbance to hibernacula, predation, and pesticides have contributed to declines in Northern long-eared bat populations. However, no other threat has been as severe to the decline as White-nose Syndrome (WNS). WNS is a fungus that thrives in the cold, damp conditions in caves and mines where bats hibernate. The disease is believed to disrupt the hibernation cycle by causing bats to repeatedly awake thereby depleting vital energy reserves. This species was federally listed in May 2015 primarily due to the threat from WNS.

Also called northern bat or northern myotis, this bat is distinguished from other *Myotis* species by its long ears. In Michigan, northern long-eared bats hibernate in abandoned mines and caves in the Upper Peninsula; they also commonly hibernate in the Tippy Dam spillway in Manistee County. This species is a regional migrant with migratory distance largely determined by locations of suitable hibernacula sites.

Northern long-eared bats typically roost and forage in forested areas. During the summer, these bats roost singly or in colonies underneath bark, in cavities or in crevices of both living and dead trees. Roost trees are selected based on the suitability to retain bark or provide cavities or crevices. Common roost trees in southern Lower Michigan include species of ash, elm and maple. Foraging occurs primarily in areas along woodland edges, woodland clearings and over small woodland ponds. Moths, beetles, and small flies are common food items. Like all temperate bats this species typically produces only 1-2 young per year.

Management and Conservation: we encourage you to conduct tree-cutting activities and prescribed burns in forested areas during October 1 through March 31. When that is not possible, we encourage you to remove trees prior to June 1 or after July 31, as that will help to protect young bats that may be in forested areas but are not yet able to fly.

Federally Threatened

Copperbelly water snake – there appears to be suitable habitat within the 1.5-mile search buffer. One of the larger snakes in Michigan, the federally threatened and state endangered copperbelly water snake (*Nerodia erythrogaster neglecta*) can grow to a length of 4-5 feet. Adult snakes are easily identified by their deep brown or black back which contrasts easily with the unmarked reddish-to-orange belly and chin.

Copperbelly water snakes are usually found in or near shrub swamps, ponds, lakes, oxbow sloughs, fens, and slow-moving streams. They can also be found in mature or second-growth woodlands and in more open habitats adjacent to wetland areas. In spring these snakes often inhabit the open edges of shallow ponds and buttonbush swamps and frequently bask on shoreline vegetation, muskrat lodges, or woody debris. When temperatures rise, and these seasonal waters begin to dry up in early summer, the snakes migrate to permanent waters (lake and stream edges), often using fairly dry wooded or grassy upland corridors. They may become largely nocturnal during hot weather. As excellent swimmers, they hunt aquatic species including tadpoles, frogs, salamanders, insect larvae, and crayfish. In the spring, tadpoles seem to be especially tasty to hungry copper-bellied water snakes.

Management and Conservation: a copperbelly water snake travels often during spring, summer, and fall. It moves to different wetlands as water levels and food availability change and then travels to and from its hibernation site. When moving to various locations, these snakes are vulnerable to predators (e.g., skunks, raccoons, raptors, and snapping turtles), especially if the snakes must travel across cleared areas, such as roads, mowed areas and farmlands. the decline of this species can be attributed to habitat loss and fragmentation, collection for the pet trade and predation.

Conservation efforts should protect or create riparian corridors and habitat corridors between wetlands, protect existing and expand upland forest habitats, and reduce forest fragmentation. Permanently lowering water tables can cause seasonally inundated wetlands and hibernacula sites to become permanently dry which could lead to local population extirpations. Maintaining adequate prey base (i.e., mainly frogs) and shrub and log cover along the edge of wetlands for

cover and thermoregulation also is crucial. Please inform field crews that snakes should not be killed, harmed, or harassed. Any copperbelly water snake sightings should be reported to this office.

Eastern massasauga rattlesnake (EMR) – this activity falls within EMR Tier 2 EMR habitat as designated by the US Fish & Wildlife Service. Tier 2 Habitat is habitat that the EMR may occur. The federally threatened and state threatened eastern massasauga rattlesnake (*Sistrurus catenatus*) is Michigan's only venomous snake and is found in a variety of wetland habitats including bogs, fens, shrub swamps, wet meadows, marshes, moist grasslands, wet prairies, and floodplain forests. Eastern massasaugas occur throughout the Lower Peninsula but are not found in the Upper Peninsula. Populations in southern Michigan are typically associated with open wetlands, particularly prairie fens, while those in northern Michigan are better known from lowland coniferous forests, such as cedar swamps. These snakes normally overwinter in crayfish or small mammal burrows often close to the groundwater level and emerge in spring as water levels rise. During late spring, these snakes move into adjacent uplands they spend the warmer months foraging in shrubby fields and grasslands in search of mice and voles, their favorite food.

Often described as "shy and sluggish", these snakes avoid human confrontation and are not prone to strike, preferring to leave the area when they are threatened. However, like any wild animal, they will protect themselves from anything they see as a potential predator. Their short fangs can easily puncture skin and they do possess potent venom. Like many snakes, the first human reaction may be to kill the snake, but it is important to remember that all snakes play vital roles in the ecosystem. Some may eat harmful insects. Others like the massasauga consider rodents a delicacy and help control their population. Snakes are also a part of a larger food web and can provide food to eagles, herons, and several mammals.

Management and Conservation: any sightings of these snakes should be reported to the Michigan Department of Natural Resources, Wildlife Division. If possible, a photo of the live snake is also recommended.

Candidate Species

Monarch Butterfly (*Danaus plexipuss*) on December 15, 2020, the U.S. Fish and Wildlife Service announced that listing the monarch as endangered or threatened under the Endangered Species Act is warranted but precluded by higher priority listing actions. The decision is the result of an extensive status review of the monarch that compiled and assessed the monarch's current and future status. The monarch is now a candidate under the Endangered Species Act; we will review its status annually until a listing decision is made.

Management and Conservation: neither section 7 of the Endangered Species Act nor the implementing regulations for section 7 contain requirements for federal agencies with respect to candidate species. Habitat loss and fragmentation has occurred throughout the monarch's range. Pesticide use can destroy the milkweed monarchs need to survive. A changing climate has intensified weather events which may impact monarch populations.

USFWS Section 7 Consultation Technical Assistance can be found at:

<https://www.fws.gov/service/esa-section-7-consultation>

The website offers step-by-step instructions to guide you through the Section 7 consultation process with prepared templates for documenting "no effect." as well as requesting concurrence on "may affect, but not likely to adversely affect" determinations.

Please let us know if you have questions.

Michael A. Sanders
Environmental Review Specialist/Zoologist
Michigan Natural Features Inventory

From: Pallavi Sirajuddin <Pallavi.Sirajuddin@swca.com>
Sent: Friday, November 1, 2024 2:26:26 PM (UTC-05:00) Eastern Time (US & Canada)
To: Michigan Natural Features Inventory <mnfi@msu.edu>
Subject: MNFI Rare Species Review Request - Lenawee County Solar Project

Hello,

My name is Pallavi Sirajuddin from SWCA Environmental Consultants.
200 West 22nd Street, Suite 220
Lombard, Illinois, 60148

Our client is considering development of a utility-scale solar energy project in Lenawee County (Project area kmz and shapefiles, attached). We are requesting a Rare Species Review with Optional Spatial Data (\$50) for records within 1.5 miles of the provided Project boundary.

The Project boundary includes the following PLSS Township, Range, Sections, in whole or in part:

- S7 T7S R4E - S8 T7S R4E
- S9 T7S R4E - S17 T7S R4E
- S16 T7S R4E - S20 T7S R4E
- S21 T7S R4E - S22 T7S R4E
- S30 T7S R4E - S29 T7S R4E
- S28 T7S R4E - S33 T7S R4E

We are prepared to return the signed Information Services Agreement and to provide payment through the MSU secure payment system upon receipt of the agreement and invoice, respectively.

Please let me know if you have any questions, or if you need any additional information to complete this request.

Thanks,
Pallavi

Pallavi Sirajuddin | she, her, hers
Assistant Project Manager

SWCA Environmental Consultants
200 West 22nd Street, Suite 220
Lombard, Illinois, 60148
C 703.349.9372
pallavi.sirajuddin@swca.com



From: Sanders, Michael <sander75@msu.edu>
Sent: Tuesday, December 3, 2024 1:51 PM
To: Pallavi Sirajuddin <Pallavi.Sirajuddin@swca.com>
Cc: Adkins, Ashley <hurdashl@msu.edu>; Carter, Sarah <kleiman6@msu.edu>
Subject: RE: RSR_5237_MNFI Rare Species Review Request - Lenawee County Solar Project

Hello:

Rare Species Review #5237 - Lenawee County, MI

NOTE: invoice and information agreement are one attachment

Thank you for the opportunity to review and comment on this activity for possible impacts to Michigan's rare natural features. Attached are the project invoice plus the Information Use Agreement that explains how our data can be used.

We will begin processing the review once payment is received and the signed Information Agreement is returned.

Please let me know if you have questions or comments.

V/r,

Mike Sanders



Michael A. Sanders, M.S., M.A.
Environmental Review Specialist/Zoologist
Michigan Natural Features Inventory
Michigan State University Extension
Office 517-284-6215
mnfi.anr.msu.edu
[Report Rare Species Observations](#)



MSU Extension programs and material are open to all without regard to race, color, national origin, gender, gender identity, political beliefs, sexual orientation, marital status, family status, or veteran status.

Michigan State University occupies the ancestral, traditional, and contemporary lands of the Anishinaabeg — Three Fires Confederacy of Ojibwe, Odawa and Potawatomi peoples. The university resides on land ceded in the 1819 Treaty of Saginaw.

Have you found a rare species? Follow the link below!

[Learn How to Report Rare Species Observations](#)

Pallavi Sirajuddin
SWCA Environmental Consultants
200 West 22nd Street
Suite 220
Lombard, IL 60148

December 5, 2024

Re: Rare Species Review #5237 – Lenawee County Solar Project

Hello:

The location for the proposed project was checked against known localities for rare species and unique natural features, which are recorded in the Michigan Natural Features Inventory (MNFI) natural heritage database. This continuously updated database is a comprehensive source of existing data on Michigan's endangered, threatened, or otherwise significant plant and animal species, natural plant communities, and other natural features. Records in the database indicate that a qualified observer has documented the presence of special natural features. The absence of records in the database for a particular site may mean that the site has not been surveyed. The only way to obtain a definitive statement on the status of natural features is to have a competent biologist perform a complete field survey.

Under Act 451 of 1994, the Natural Resources and Environmental Protection Act, Part 365, Endangered Species Protection, "a person shall not take, possess, transport, ...fish, plants, and wildlife indigenous to the state and determined to be endangered or threatened," unless first receiving an Endangered Species Permit from the Michigan Department of Natural Resources (MDNR), Wildlife Division. Responsibility to protect endangered and threatened species is not limited to the lists below. Other species may be present that have not been recorded in the database.



MSU EXTENSION

**Michigan Natural
Features Inventory**

PO Box 13036
Lansing MI 48901

(517) 284-6200
Fax (517) 373-9566

mnfi.anr.msu.edu

Several at-risk species and/or natural communities have been documented within 1.5 miles of the project location and it is possible that adverse impacts will occur. This response reflects a desktop review of the database and MNFI cannot fully evaluate this project without visiting the area. MNFI offers several levels of [Rare Species Reviews](#), including field surveys which I would be happy to discuss with you.

Sincerely,

Michael Sanders

Michael Sanders
Environmental Review Specialist/Zoologist
Michigan Natural Features Inventory

Comments for Rare Species Review #5237

It is important to note that it is the applicant's responsibility to comply with both state and federal threatened and endangered species legislation. Therefore, if a state listed species occurs at a project site, and you think you need an endangered species permit, please contact Amy Bleisch at DNR-Wildlife Division, DNR-StateTEPermit@michigan.gov and review details on the [MDNR's Threatened/Endangered Species](#) resource page. If a federally listed species is involved and, you think a permit is needed, please contact Jessica Pruden, U.S. Fish and Wildlife Service, East Lansing office, 517-351-8316, or Jessica.Pruden@fws.gov.

NOTE: Special concern species and natural communities are not protected under endangered species legislation, but efforts should be taken to minimize any or all impacts. Please consult MNFI's [Rare Species pages](#) for additional information on Michigan's rare plants and animals.

Stream Group Designations

NOTE: Michigan rivers and streams have been grouped according to existing information of mussel distribution and individual species conservation status. The Mussel Protocol Stream Groups are designed to document the **potential** presence or absence of state or federally listed mussel species. The layer was created by modeling the habitat suitability for each mussel species and may not correspond directly with a documented location for a listed mussel. A segment may be predicted as suitable for a number of mussel species, so the stream group number was assigned to the most restrictive of the potential mussel species present.

This stretch of the Raisin River is designated a Group 2 mussel stream which means that State threatened and endangered mussel species may occur here and that certain surveys and possibly relocation procedures apply. I encourage you to read the [Michigan Freshwater Mussel Survey Protocols and Relocation Procedures](#) publication if **in-stream work and/or land clearing activities occur that result in streambed disturbance and erosion and sedimentation into the river**. A copy of the publication is being provided to you in this mailing.

The [Mussel Map Viewer](#) is an interactive tool to allow users to explore listed native mussels across the Michigan landscape. Watershed level species lists are available alongside the Mussel Protocol Stream Groups.

Table 1: Occurrences of Threatened & Endangered Species within 1.5 miles of Project Site

Element Category	Scientific Name	Common Name	Federal Status	State Status	G Rank	S Rank	EO Rank	First Observed Date	Last Observed Date
Animal	<i>Alasmodonta viridis</i>	Slippershell		T	G4G5	S2S3	H	1927	1942-07-09
Animal	<i>Bombus affinis</i>	Rusty-patched bumble bee	LE	E	G2	SH	H	1926-07-11	1998-08-01
Animal	<i>Clemmys guttata</i>	Spotted turtle		T	G5	S2	E	1990	1990-02
Animal	<i>Cyclonaias tuberculata</i>	Purple wartyback		T	G5	S2	H	1925-07-19	1925-07-19
Animal	<i>Myotis septentrionalis</i>	Northern long-eared bat	LE	T	G2G3	S1	E	2006-05-20	2011
Animal	<i>Myotis sodalis</i>	Indiana bat	LE	E	G2	S1	E	2004-07-29	2007-08-16

Animal	<i>Nycticeius humeralis</i>	Evening bat		T	G5	S2	E	2004-08-07	2007-08-16
Animal	<i>Paetulunio fabalis</i>	Rayed bean	LE	E	G2	S1S2	E	1941-08-07	2018-09-14
Animal	<i>Terrapene carolina carolina</i>	Eastern box turtle		T	G5T5	S2S3	H		1978-05-19
Animal	<i>Terrapene carolina carolina</i>	Eastern box turtle		T	G5T5	S2S3	E	1986	1986-10
Animal	<i>Terrapene carolina carolina</i>	Eastern box turtle		T	G5T5	S2S3	E	1978	1985-07-19
Animal	<i>Toxolasma parvum</i>	Lilliput		E	G5	S1	H	1936-pre	1936-pre
Plant	<i>Camassia scilloides</i>	Wild hyacinth		T	G5	S2	AB	1987	1987-05-17
Plant	<i>Camassia scilloides</i>	Wild hyacinth		T	G5	S2	E	1985-05-13	2013-05-04
Plant	<i>Camassia scilloides</i>	Wild hyacinth		T	G5	S2	B?	1989	1989-06-29
Plant	<i>Carex crus-corvi</i>	Raven's-foot sedge		E	G5	S1	C	2011-06-28	2013-07-07
Plant	<i>Cypripedium candidum</i>	White lady slipper		T	G4	S2	E	1988-06-05	1988-06-05
Plant	<i>Lactuca floridana</i>	Woodland lettuce		T	G5	S2	E	1988	1988-08-31
Plant	<i>Mertensia virginica</i>	Virginia bluebells		T	G5	S1S2	E	1987-04-28	1987-04-28
Plant	<i>Ruellia strepens</i>	Smooth ruellia		E	G4G5	S1	AB	2010-09-13	2010-09-13
Plant	<i>Trillium sessile</i>	Toadshade		T	G5	S2S3	AB	1985	2013-05-04
Plant	<i>Trillium sessile</i>	Toadshade		T	G5	S2S3	B	1987	1987-05-17

Table 2: Occurrences of Special Concern Species and Natural Communities within 1.5 miles of Project Site

Element Category	Scientific Name	Common Name	Federal Status	State Status	G Rank	S Rank	EO Rank	First Observed Date	Last Observed Date
Animal	<i>Acronicta falcata</i>	Corylus dagger moth		SC	G2G4	S2S3	H	1963-05-25	1963-05-25
Animal	<i>Alasmidonta marginata</i>	Elktoe		SC	G4	S3?	C	2000-10-13	2000-10-13
Animal	<i>Alasmidonta marginata</i>	Elktoe		SC	G4	S3?	E	2000-2001	2000-2001
Animal	<i>Alasmidonta marginata</i>	Elktoe		SC	G4	S3?	E	2000-2001	2000-2001
Animal	<i>Alasmidonta marginata</i>	Elktoe		SC	G4	S3?	H		
Animal	<i>Cambarunio iris</i>	Rainbow		SC	G4G5	S3	E	2000-2001	2000-2001
Animal	<i>Faxonius immunis</i>	Calico crayfish		SC	G5	S4	H	1966-04-19	1966-04-19
Animal	<i>Haliaeetus leucocephalus</i>	Bald eagle		SC	G5	S4	E	2011	2015

Animal	<i>Lasmigona compressa</i>	Creek heelsplitter		SC	G5	S3	H	1925-07-19	1929
Animal	<i>Lasmigona costata</i>	Flutedshell		SC	G5	SNR	H	1925-07-19	1929
Animal	<i>Mesodon clausus</i>	Yellow globelet		SC	G5	SNR	H	1939-05-08	1939-05-08
Animal	<i>Pleurobema sintoxia</i>	Round pigtoe		SC	G4?	S3	H	1925-07-19	1925-07-19
Animal	<i>Stylurus amnicola</i>	Riverine snaketail		SC	G4	S2S3	H	1927-05-12	1927-05-12
Animal	<i>Truncilla truncata</i>	Deertoe		SC	G5	S2S3	H		
Plant	<i>Carex trichocarpa</i>	Hairy-fruited sedge		SC	G4	S2	H	1874	1874-07-06
Plant	<i>Eleocharis engelmannii</i>	Engelmann's spike rush		SC	G5	S2S3	CD	2001-07-07	2001-07-07
Plant	<i>Lycopus virginicus</i>	Virginia water-horehound		SC	G5	S2	E	1987-09-21	2001-09-04
Plant	<i>Lycopus virginicus</i>	Virginia water-horehound		SC	G5	S2	C	2007-08-10	2007-08-10
Plant	<i>Prunus umbellata</i>	Alleghany or Sloe plum		SC	G5	S3	C	1986	1986-05-09

Species Comments for Table 1

Virginia bluebells (*Mertensia virginica*)

Habitat

Known to occur in the area. Virginia bluebells occurs in first and second bottoms of riparian forests in southern Lower Michigan.

Management Recommendations

Conserve hydrology of river system and corresponding cyclical floodplain regime. Maintain healthy intact, mature floodplain forests and minimize forest fragmentation. When possible, leave large tracts of unharvested forests and allow natural processes to operate unhindered.

For more information, see the [Mertensia virginica](#) species page on the MNFI website.

Indiana bat (*Myotis sodalis*)

Habitat

Known to occur in the area. Indiana bats roost and form maternity colonies under loose bark or in hollows and cavities of mature trees in the floodplain forest. In Michigan, savanna habitats adjacent to riparian corridors may have been historically important for roost sites, as the bats are thought to prefer sun-exposed trees for maximum warmth at the northern limit of their range. In winter, Indiana bats primarily

hibernate in caves in Kentucky, Indiana, and Missouri, although a new hibernacula site has been found in northern Michigan at a hydroelectric facility.

Management Recommendations

Floods, cave ceiling collapses, mortality during severe winters, and human disturbances (e.g. vandalism, caving, and indiscriminate collecting) have severely disrupted local populations at their hibernacula. The Indiana bat requires large blocks of mature floodplain forest, including standing snags and other suitable living roost sites. A primary limiting factor in their summer range has been the deforestation of riparian habitats, which usually occurs from the cutting of large, dead trees for firewood. Stream channelization, bank modification, and agricultural development along stream banks also have contributed to habitat destruction. Riparian habitat can be maintained by protecting mature, wooded areas, leaving large, dead trees standing, and maintaining wide vegetation buffer strips. Cutting of snags, canopy removal, and general land clearing activities along streams and rivers for development, agriculture, utility corridors, river or drain dredging and other purposes should be avoided. The species would likely benefit from restoration of floodplain forests and adjacent savannas through tree planting efforts.

For more information, see the [Myotis sodalis](#) species page on the MNFI website.

Northern long-eared bat (*Myotis septentrionalis*)

Habitat

Known to occur in the area. Northern long-eared bats live in areas dominated by deciduous or mixed hardwood-coniferous forest. Forests with low understory cover appear to be preferred by this species. In Michigan, northern long-eared bats are associated with karst topography where they utilize small caves and crevices in limestone cliffs as hibernacula. After emerging from hibernation, northern long-eared bats will readily roost in trees, tree hollows, or bark crevices. During the summer, northern long-eared bats are not tied to a specific natural community type and will inhabit any forest with large trees that offer bark that is loose or has deep enough crevices to roost in. Northern long-eared bats do not appear to show preference for dead trees (as some bat species do) and readily roost in living trees. This species rarely roosts in human-made structures.

Management Recommendations

A primary limiting factor in their summer range has been the deforestation of mature forested habitats and the elimination of roost trees, which can be attributed to the cutting of large, dead trees for firewood. Forested habitat can be maintained by protecting mature, wooded areas, leaving large, dead trees standing, and maintaining wide vegetation buffer strips. Cutting of snags, canopy removal, and general land clearing activities for development, agriculture, and utility corridors should be avoided. All stone quarry activity around limestone cliffs pose a threat to this species and should be avoided.

White-nose syndrome has had a staggering impact on northern long-eared bat populations. As a result, this species was listed as threatened under the Endangered Species Act in April, 2015.

For more information, see the [Myotis septentrionalis](#) species page on the MNFI website.

Spotted turtle (*Clemmys guttata*)

Habitat

Known to occur in the area. Spotted Turtles require clean, shallow bodies of standing or slow-flowing water with muddy or mucky bottoms and aquatic or emergent vegetation. Although Spotted Turtles are

considered fairly aquatic, they are frequently found on land in open habitats, especially during mating and nesting seasons. In early spring, Spotted Turtles spend a great deal of time basking on logs, muskrat houses and grass or sedge hummocks. At night and during hot weather, they burrow under vegetation or into the soil or muddy bottoms of the wetland or crawl into mammal burrows. They overwinter in shallow water in the mud or in mammal burrows or lodges.

Management Recommendations

Spotted Turtles are characterized by late sexual maturity and low reproductive potential, suggesting that high annual survivorship of adults and juveniles is critical for maintaining a stable population. Extant populations and suitable wetland and nesting habitats should be protected and maintained. Increased protection of small, non-contiguous wetlands is important for maintaining sufficient habitat. Implementing minimum development setback distances, leaving buffer zones during agricultural and land management operations, maintaining good water quality and hydrologic integrity, minimizing the construction of roads in or near suitable wetlands, and minimizing the use of road salt near wetlands would be beneficial to this species. Maintaining suitable open upland nesting areas (e.g., through woody vegetation management) also would benefit this species. Altering the timing of land use activities (e.g., working in upland habitats during the winter between November and March when Spotted Turtles are hibernating in the water or wetland) could help minimize the potential for adverse impacts to this species. Predator control and on-site protection of nest sites may be warranted to increase reproductive success. Minimizing road mortality and removal/collection of turtles from the wild also would benefit Spotted Turtle populations. Providing connectivity among populations to allow for genetic exchange also is vital for preserving the long-term viability of this species.

For more information, see the [*Clemmys guttata*](#) species page on the MNFI website.

Species Comments for Table 2

No concerns. The occurrences are Historic and/or far removed from project site.

Codes to accompany tables

State Protection Status Code Definitions

E = Endangered

T = Threatened

SC = Special concern

Federal Protection Status Code Definitions

LE = listed endangered

LT = listed threatened

LELT = partly listed endangered and partly listed threatened

PDL = proposed delist

E(S/A) = endangered based on similarities/appearance

PS = partial status (federally listed in only part of its range)

C = species being considered for federal status

Global Heritage Status Rank Definitions (G RANK)

The priority assigned by [NatureServe](#)'s national office for data collection and protection based upon the element's status throughout its entire world-wide range. Criteria not based only on number of occurrences; other critical factors also apply. Note that ranks are frequently combined.

G1 = critically imperiled globally because of extreme rarity (5 or fewer occurrences range-wide or very few remaining individuals or acres) or because of some factor(s) making it especially vulnerable to extinction.

G2 = imperiled globally because of rarity (6 to 20 occurrences or few remaining individuals or acres) or because of some factor(s) making it very vulnerable to extinction throughout its range.

G3 = Either very rare and local throughout its range or found locally (even abundantly at some of its locations) in a restricted range (e.g. a single western state, a physiographic region in the East) or because of other factor(s) making it vulnerable to extinction throughout its range; in terms of occurrences, in the range of 21 to 100.

G4 = Apparently secure globally, though it may be quite rare in parts of its range, especially at the periphery.

G5 = Demonstrably secure globally, though it may be quite rare in parts of its range, especially at the periphery.

Q = Taxonomy uncertain

State Heritage Status Rank Definitions (S RANK)

The priority assigned by the Michigan Natural Features Inventory for data collection and protection based upon the element's status within the state. Criteria not based only on number of occurrences; other critical factors also apply. Note that ranks are frequently combined.

S1 = Critically imperiled in the state because of extreme rarity (5 or fewer occurrences or very few remaining individuals or acres) or because of some factor(s) making it especially vulnerable to extirpation in the state.

S2 = Imperiled in state because of rarity (6 to 20 occurrences or few remaining individuals or acres) or because of some factor(s) making it very vulnerable to extirpation from the state.

S3 = Rare or uncommon in state (on the order of 21 to 100

occurrences). S4 = apparently secure in state, with many occurrences.

S5 = demonstrably secure in state and essentially ineradicable under present conditions.

SX = apparently extirpated from state.

EO Rank Codes

Element Occurrence (EO) ranks refer to the viability or ecological integrity of the occurrence; they provide an assessment of the likelihood that if current conditions prevail the EO will persist for a defined period of time, typically 20-100 years.

- A - Excellent estimated viability/ecological integrity
- A? - Possibly excellent estimated viability/ecological integrity
- AB - Excellent or good estimated viability/ecological integrity
- AC - Excellent, good, or fair estimated viability/ecological integrity
- B - Good estimated viability/ecological integrity
- B? - Possibly good estimated viability/ecological integrity
- BC - Good or fair estimated viability/ecological integrity
- BD - Good, fair, or poor estimated viability/ecological integrity
- C - Fair estimated viability/ecological integrity
- C? - Possibly fair estimated viability/ecological integrity
- CD - Fair or poor estimated viability/ecological integrity
- D - Poor estimated viability/ecological integrity
- D? - Possibly poor estimated viability/ecological integrity
- E - Verified extant (viability/ecological integrity not assessed)
- F - Failed to find
- F? - Possibly failed to find
- H - Historical
- H? - Possibly historical
- X - Extirpated
- X? - Possibly extirpated
- U - Unrankable
- NR - Not ranked

Section 7 Comments for Rare Species Review #5237

Lenawee County Solar Project

Pallavi Sirajuddin
SWCA Environmental Consultants
200 West 22nd Street
Suite 220
Lombard, IL 60148

December 5, 2024

For projects involving Federal funding or a federal agency authorization

The following information is provided to assist you with Section 7 compliance of the Federal Endangered Species Act (ESA). The ESA directs all Federal agencies "to work to conserve endangered and threatened species. Section 7 of the ESA, called "Interagency Cooperation," is the means by which Federal agencies ensure their actions, including those they authorize or fund, do not jeopardize the existence of any listed species."

The project falls within the range of the following federally listed/proposed/candidate species which have been identified by the U.S. Fish and Wildlife Service (USFWS) to occur in **Lenawee County, Michigan**:

Federally Endangered

Indiana bat – there are known occurrences within 1.5 miles of the project. Indiana bats (*Myotis sodalis*) are found only in the eastern United States and are typically confined to the southern three tiers of counties in Michigan. Indiana bats that summer in Michigan winter in caves in Indiana and Kentucky. This species forms colonies and forages in riparian and mature floodplain habitats. Nursery roost sites are usually located under loose bark or in hollows of trees near riparian habitat. Indiana bats typically avoid houses or other artificial structures and typically roost underneath loose bark of dead elm, maple and ash trees. Other dead trees used include oak, hickory and cottonwood. Foraging typically occurs over slow-moving, wooded streams and rivers as well as in the canopy of mature trees. Movements may also extend into the outer edge of the floodplain and to nearby solitary trees. A summer colony's foraging area usually encompasses a stretch of stream over a half-mile in length. Upland areas isolated from floodplains and non-wooded streams are generally avoided.

Management and Conservation: Every March, the USFWS publishes [survey guidelines](#) to assist project proponents (both Federal and non-Federal) with conservation planning for Federally listed bats in Michigan. We strongly encourage project managers and their designated representatives to use the U.S. Fish and Wildlife Service (USFWS) online planning tool [Information for Planning and Consultation](#) (IPaC) to evaluate potential effects of proposed activities on listed bats and other Federally listed species in Michigan. Projects that complete consultation or coordination through IPaC automatically adhere to the recommendations provided in these guidelines and are not required to implement any additional conservation measures for listed bats.

Rayed bean mussel – there are known occurrences in the Raisin River. The federally and state endangered rayed bean mussel (*Villosa fabalis*) occurs in fine mud substrates and riffles among roots of aquatic vegetation. Limits of the breeding season are not known but gravid specimens have been found in May.

Management and Conservation: like other mussels, threats to the rayed bean include: natural flow alterations, siltation, channel disturbance, point and non-point source pollution, and exotic species. Maintenance or establishment of vegetated riparian buffers can help protect mussel habitats from many of their threats. Control of zebra mussels is critical to preserving native mussels. And as with all mussels, protection of their hosts habitat is also crucial.

Northern riffleshell – there are known occurrences in the Raisin River. The federal and state endangered northern riffleshell (*Epioblasma torulosa rangiana*) inhabits medium to large rivers in gravel riffles, where the water is highly

oxygenated. This species was formerly widespread in the Midwest, but it has declined in range by more than 95% and now exists in only eight to ten isolated populations, most of which are small and peripheral.

Conservation and Management: members of the genus *Epioblasma* seem to be particularly sensitive to impacts from impoundment, which include population fragmentation and streamflow alteration. Other threats include habitat destruction (e.g. channelization, dredging, bulkheading), exotic species introductions, siltation, pollution, and modified streamflows due to wetland loss, dam operation, and intensive landscape modification. The other two subspecies of *E. torulosa*, *E. torulosa torulosa* and *E. torulosa gubernaculum*, appear to have already gone extinct due to modification and degradation of river systems.

Northern long-eared bat – Northern long-eared bat (*M. septentrionalis*) numbers in the northeast US have declined up to 99 percent. Loss or degradation of summer habitat, wind turbines, disturbance to hibernacula, predation, and pesticides have contributed to declines in Northern long-eared bat populations. However, no other threat has been as severe to the decline as White-nose Syndrome (WNS). WNS is a fungus that thrives in the cold, damp conditions in caves and mines where bats hibernate. The disease is believed to disrupt the hibernation cycle by causing bats to repeatedly awake thereby depleting vital energy reserves. This species was federally listed in May 2015 primarily due to the threat from WNS.

There are known occurrences within 1.5 miles of the project. In addition, this activity occurs within the designated WNS zone (i.e., within 150 miles of positive counties/districts impacted by WNS).

Also called northern bat or northern myotis, this bat is distinguished from other *Myotis* species by its long ears. In Michigan, northern long-eared bats hibernate in abandoned mines and caves in the Upper Peninsula; they also commonly hibernate in the Tippy Dam spillway in Manistee County. This species is a regional migrant with migratory distance largely determined by locations of suitable hibernacula sites.

Northern long-eared bats typically roost and forage in forested areas. During the summer, these bats roost singly or in colonies underneath bark, in cavities or in crevices of both living and dead trees. Roost trees are selected based on the suitability to retain bark or provide cavities or crevices. Common roost trees in southern Lower Michigan include species of ash, elm and maple. Foraging occurs primarily in areas along woodland edges, woodland clearings and over small woodland ponds. Moths, beetles, and small flies are common food items. Like all temperate bats this species typically produces only 1-2 young per year.

Management and Conservation: Every March, the USFWS publishes [survey guidelines](#) to assist project proponents (both Federal and non-Federal) with conservation planning for Federally listed bats in Michigan. We strongly encourage project managers and their designated representatives to use the U.S. Fish and Wildlife Service (USFWS) online planning tool [Information for Planning and Consultation](#) (IPaC) to evaluate potential effects of proposed activities on listed bats and other Federally listed species in Michigan. Projects that complete consultation or coordination through IPaC automatically adhere to the recommendations provided in these guidelines and are not required to implement any additional conservation measures for listed bats.

Federally Threatened

Copperbelly water snake – there does not appear to be suitable habitat within 1.5 miles of the project. One of the larger snakes in Michigan, the federally threatened and state endangered copperbelly water snake (*Nerodia erythrogaster neglecta*) can grow to a length of 4-5 feet. Adult snakes are easily identified by their deep brown or black back which contrasts easily with the unmarked reddish-to-orange belly and chin.

Copperbelly water snakes are usually found in or near shrub swamps, ponds, lakes, oxbow sloughs, fens, and slow-moving streams. They can also be found in mature or second-growth woodlands and in more open habitats adjacent to wetland areas. In spring these snakes often inhabit the open edges of shallow ponds and buttonbush swamps and frequently bask on shoreline vegetation, muskrat lodges, or woody debris. When temperatures rise, and these seasonal waters begin to dry up in early summer, the snakes migrate to permanent waters (lake and stream edges), often using

fairly dry wooded or grassy upland corridors. They may become largely nocturnal during hot weather. As excellent swimmers, they hunt aquatic species including tadpoles, frogs, salamanders, insect larvae, and crayfish. In the spring, tadpoles seem to be especially tasty to hungry copper-bellied water snakes.

Management and Conservation: a copperbelly water snake travels often during spring, summer, and fall. It moves to different wetlands as water levels and food availability change and then travels to and from its hibernation site. When moving to various locations, these snakes are vulnerable to predators (e.g., skunks, raccoons, raptors, and snapping turtles), especially if the snakes must travel across cleared areas, such as roads, mowed areas and farmlands. The decline of this species can be attributed to habitat loss and fragmentation, collection for the pet trade and predation.

Conservation efforts should protect or create riparian corridors and habitat corridors between wetlands, protect existing and expand upland forest habitats, and reduce forest fragmentation. Permanently lowering water tables can cause seasonally inundated wetlands and hibernacula sites to become permanently dry which could lead to local population extirpations. Maintaining adequate prey base (i.e., mainly frogs) and shrub and log cover along the edge of wetlands for cover and thermoregulation also is crucial. Please inform field crews that snakes should not be killed, harmed, or harassed. Any copperbelly water snake sightings should be reported to this office.

Eastern massasauga rattlesnake (EMR) – there does not appear to be suitable habitat within 1.5 miles of the project. **The project falls outside Tier 1/Tier 2 EMR habitat** as designated by the U.S. Fish & Wildlife Service (USFWS). The federally threatened and state special concern Eastern massasauga rattlesnake (*Sistrurus catenatus*) is Michigan's only venomous snake and is found in a variety of wetland habitats including bogs, fens, shrub swamps, wet meadows, marshes, moist grasslands, wet prairies, and floodplain forests. Eastern massasaugas occur throughout the Lower Peninsula but are not found in the Upper Peninsula. Populations in southern Michigan are typically associated with open wetlands, particularly prairie fens, while those in northern Michigan are better known from lowland coniferous forests, such as cedar swamps. These snakes normally overwinter in crayfish or small mammal burrows often close to the groundwater level and emerge in spring as water levels rise. During late spring, these snakes move into adjacent uplands they spend the warmer months foraging in shrubby fields and grasslands in search of mice and voles, their favorite food.

Often described as "shy and sluggish", these snakes avoid human confrontation and are not prone to strike, preferring to leave the area when they are threatened. However, like any wild animal, they will protect themselves from anything they see as a potential predator. Their short fangs can easily puncture skin and they do possess potent venom. Like many snakes, the first human reaction may be to kill the snake, but it is important to remember that all snakes play vital roles in the ecosystem. Some may eat harmful insects. Others like the massasauga consider rodents a delicacy and help control their population. Snakes are also a part of a larger food web and can provide food to eagles, herons, and several mammals.

Management and Conservation: protection of extant populations and suitable wetland and adjacent upland habitats is crucial for successful conservation of the Eastern Massasauga. Maintaining or restoring open habitat conditions is critical for this species. Fragmentation of suitable wetland-upland habitat complexes by roads or other barriers should be avoided or minimized. Land management practices such as timber harvesting, mowing, disking or prescribed burning should be conducted in such a manner so as to minimize the potential for adverse impacts to massasaugas (e.g., conducting management activities during the snakes' inactive season (November through early March) or on days when snakes are less likely to be active on the surface during the active season). Protecting suitable hibernation sites also is critical.

USFWS Section 7 Consultation Technical Assistance can be found at:

<https://www.fws.gov/service/esa-section-7-consultation>

The website offers step-by-step instructions to guide you through the Section 7 consultation process with prepared templates for documenting "no effect" as well as requesting concurrence on "may affect, but not likely to adversely affect" determinations.

Please let us know if you have questions.

Michael Sanders
Environmental Review Specialist/Zoologist
Michigan Natural Features Inventory

Michigan Department of Natural Resources (MDNR)

March 28, 2025: Not Available for Inclusion

August 7, 2025: Email Correspondence and Technical Assistance Letter

August 22, 2025: Email Correspondence

November 21, 2025: Email Correspondence

January 22, 2026: Consultation Log

February 6, 2026: Consultation Log

March 10, 2026: Consultation Log

April 13, 2026: Email Correspondence

April 24, 2026: Consultation Log

July 8, 2026: Consultation Log

July 31, 2026: Consultation Log

August 6, 2026: Consultation Log

August 10, 2026: Meeting Minutes

August 20, 2026: Email Correspondence

August 25, 2026: Email Correspondence

From: Carol Mcknight <Carol.Mcknight@swca.com>
Sent: Thursday, August 7, 2025 7:48 AM
To: Hoving, Christopher (DNR) HOVINGC@michigan.gov>
Cc: Quarles, Mark <mark.quarles@rwe.com>; Cole, J Kevin <jkevin.cole@rwe.com>; Zachary Emery <Zachary.Emery@swca.com>; Aleyda Galan <aleyda.galan@swca.com>
Subject: Request for consultation - Rouget Road Solar Farm, Lenawee County

CAUTION: This is an External email. Please send suspicious emails to
abuse@michigan.gov

Hello Christopher,

Good morning. SWCA Environmental Consultants (SWCA), on behalf of Rouget Road Solar Farm, LLC (Applicant), is requesting technical assistance from the Michigan Department of Natural Resources (MDNR) regarding our effect determinations for state listed species that may potentially occur in the Rouget Road Solar Project (Project) in Lenawee County, Michigan (see attached document). The Project will be submitted to the Michigan Public Service Commission (MPSC) for review and approval.

Please let me know if you have any questions.

Thank you,
Carol

Carol McKnight
Principal Project Manager

SWCA Environmental Consultants
Harrison, Ohio 45030
P 207.544.1021 | C 513.284.0152
carol.mcknight@swca.com

Upcoming PTO August 29th -September 7th.



The contents of this email and any associated emails, information, and attachments are CONFIDENTIAL. Use or disclosure without sender's authorization is prohibited. If you are not an authorized recipient, please notify the sender and then immediately delete the email and any attachments.



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

200 West 22nd Street, Suite 220
Lombard, Illinois 60148
Tel 630.705.1762
www.swca.com

August 5, 2025

Michigan Department of Natural Resources
Executive Division
P.O. Box 30028
Lansing, MI 48909
Submitted via electronic email to:

**Re: Technical Assistance Request for the Rouget Road Solar Project, Lenawee County, Michigan /
SWCA Project No. 78878
MNFI Project Code**

Dear Christopher Hoving:

SWCA Environmental Consultants (SWCA) has been contracted by Rouget Road Solar Farm, LLC (Applicant) to complete a technical assistance request to the Michigan Department of Natural Resources (MDNR) documenting our effect determinations for state listed species that may potentially occur in the Rouget Road Project (Project) in Lenawee County, Michigan.

To maintain compliance with Part 365 of Public Act 451 (Natural Resources and Environmental Protection Act), SWCA has generated an official species list and initiated the Michigan Natural Features Inventory (MNFI) review process through the MNFI system. As part of this process, we have completed the applicable determination keys for state listed species that may occur within the Project Area. SWCA is requesting concurrence from the MDNR that the Project is not likely to jeopardize the continued existence of any state listed threatened or endangered species or adversely modify critical habitat designated for those species. In conjunction with submitting this letter to the MDNR, SWCA is coordinating with the US. Fish and Wildlife Service (USFWS).

PROJECT DESCRIPTION

The Project involves the development of a large-scale 175 megawatt renewable energy solar Project. The site will include solar arrays, collections lines, substation and associated facilities within a fence line. A 50-foot (ft) setback from wetlands and streams will be maintained, and all stream and wetland crossings for electrical collection lines or utility lines will be completed using underground bore methods to avoid surface impacts.

The Project Area (leased area) totals approximately 2,142 acres and the Project's site boundary (limit of disturbance) totals approximately 1,513 acres as depicted on the U.S. Geological Survey (USGS) quadrangles 7.5-minute series topographic map (Attachment A – Figure 1 and Figure 2). The Project Area is located southeast of the city of Adrian in Lenawee County, Michigan. Land use within the limits of disturbance (LOD) is predominately agriculture followed by herbaceous (Table 1 and shown in Attachment A - Figure 3).

Approximately 89 locations have been identified for proposed tree clearing (Attachment B – Site Plan). Of these, 16 locations account for 7.46 acres, while the remaining 73 locations total 0.50 acres, resulting in a combined tree clearing area of approximately 7.96 acres. These areas have been carefully selected to avoid high-quality roosting habitat for federally and state listed bat species. The proposed tree removal will avoid large, contiguous forest blocks to minimize ecological disruption. Although tree clearing is anticipated, the Project will be planted with a variety of native pollinator seed mixes suited for the panel, perimeter, and stormwater basin areas. This native vegetation will not only support pollinator habitats but also contribute to the site's aesthetic. The Project will impact one non-jurisdictional palustrine emergent wetland and coordination with USFWS (informal), MDNR, and Michigan Department of Environment, Great Lakes, and Energy (EGLE) is ongoing. Coordination letter with EGLE is included in Appendix C.

Table 1. Land Use within the Project Area and LOD

Habitat Type	LOD Acres	Project Area Acres
Agriculture	1,471	1,843
Herbaceous	31	49
Forest	10	142
Road	0.4	17
Wetland	0.16	5
Stream	0	86
Total	1,513	2,142

*sums may not equal total due to rounding

WETLAND DELINEATION / STREAM ASSESSMENT AND HABITAT ASSESSMENT

The Applicant contracted SWCA to conduct stream and wetland delineations from June 26 – 30, July 5 to 7, 2023, November 4 – 8, 2024 and March 13, 2025, to document habitat types, potential wetlands, waterbodies, and other regulated special aquatic sites encountered. Water resources identified within the Project Area included 23 palustrine emergent wetlands (PEM), five palustrine forested wetlands (PFO), one palustrine scrub-shrub wetland (PSS), four PEM/PFO wetlands, and one PEM/PSS/PFO wetland totaling 107.0 acres. Additionally, 25 waterways totaling 46,870.53 linear feet were identified.

During field reconnaissance, SWCA documented dominant tree species, greater than three feet in height and three inches in diameter at breast height (dbh), in the Project Area, including black cherry (*Prunus serotina*), silver maple (*Acer saccharinum*), eastern cottonwood (*Populus deltoides*), red maple (*Acer rubrum*), swamp white oak (*Quercus bicolor*). No migratory birds or nests, including large raptor or bald eagle nests were identified. Additionally, no federally or state listed plants species or plant communities were observed within the Project Area.

As noted above in Table 1, the majority of the LOD is currently within agricultural fields. A total of 7.96 acres of trees are proposed for clearing. Of this, 16 locations of tree clearing account for 7.46 acres, while 73 locations account for 0.50 acres. The proposed tree clearing accounts for less than six percent loss of forest within the Project Area. The only wetland that will be impacted by the Project is a non-jurisdictional

wetland WA-010 (Attachment C). Wetland WA-010 was located within an active agricultural field inundated by an unplugged water well. It was a disturbed area and the only vegetation identified within the wetland was *Phalaris arundinacea* (reed canary grass) and *Impatiens capensis* (impatiens). This impact was unavoidable due to site-specific constraints. However, the Applicant designed the Project to avoid impacts to all other streams, county drains, and wetlands through the use of horizontal directional drilling (HDD) and by incorporating a 50-ft setback from these features. Three county drains (Palmyra #70, Keeber, and Bixby), which are also classified as streams, will be crossed using HDD at 10 separate locations (Attachment B- Site Plan).

THREATENED AND ENDANGERED SPECIES REVIEW

To address the Project's potential to impact state protected species, SWCA performed a desktop review and consulted the MNFI website (Attachment D) (MNFI 2024) to generate a list of threatened and endangered species that may occur within the Project Area and/or may be affected by the Project (Table 2).

Table 2. State Listed Threatened and Endangered Species and Species of Concern with the Potential to Occur within the Project Area

Common Name	Scientific Name	State Status	Federal Status
Evening bat	<i>Nycticeius humeralis</i>	Threatened	N/A
Indiana bat	<i>Myotis sodalis</i>	Endangered	Endangered
Northern long-eared bat	<i>Myotis septentrionalis</i>	Threatened	Endangered
Bald eagle	<i>Haliaeetus leucocephalus</i>	Species of concern	BGEPA
Eastern box turtle	<i>Terrapene carolina carolina</i>	Threatened	N/A
Spotted turtle	<i>Clemmys guttata</i>	Threatened	N/A
Calico crayfish	<i>Faxonius immunis</i>	Species of concern	N/A
Creek heelsplitter	<i>Lasmigona compressa</i>	Species of concern	N/A
Deertoe	<i>Truncilla truncata</i>	Species of concern	N/A
Elktoe	<i>Alasmidonta marginata</i>	Species of concern	N/A
Flutedshell	<i>Lasmigona costata</i>	Species of concern	N/A
Lilliput	<i>Toxolasma parvum</i>	Endangered	N/A
Purple wartyback	<i>Cyclonaias tuberculata</i>	Threatened	N/A
Rainbow	<i>Villosa iris</i>	Species of concern	N/A
Rayed bean	<i>Villosa fabalis</i>	Endangered	Endangered
Round pigtoe	<i>Pleurobema sintoxia</i>	Species of concern	N/A
Slippershell	<i>Alasmidonta viridis</i>	Threatened	N/A

Yellow globelet	<i>Mesodon clausus</i>	Species of concern	N/A
Corylus dagger moth	<i>Acronicta falcata</i>	Species of concern	N/A
Rusty-patched bumble bee	<i>Bombus affinis</i>	Endangered	Endangered
Alleghany plum	<i>Prunus umbellata</i>	Species of concern	N/A
Engelmann's spike rush	<i>Eleocharis engelmannii</i>	Species of concern	N/A
Hairy-fruited sedge	<i>Carex trichocarpa</i>	Species of concern	N/A
Raven's-foot sedge	<i>Carex crus-corvi</i>	Endangered	N/A
Smooth ruellia	<i>Ruellia strepens</i>	Endangered	N/A
Toadshade	<i>Trillium sessile</i>	Threatened	N/A
Virginia bluebells	<i>Mertensia virginica</i>	Threatened	N/A
Virginia water-horehound	<i>Lycopus virginicus</i>	Species of concern	N/A
White lady slipper	<i>Cypripedium candidum</i>	Threatened	N/A
Wild hyacinth	<i>Camassia scilloides</i>	Threatened	N/A
Woodland lettuce	<i>Lactuca floridana</i>	Threatened	N/A

Sources: MNFI (2024)

SPECIES EVALUATION

The potential for occurrence of each state listed species was summarized according to the categories below. Because not all species are accommodated precisely by a given category (i.e., category definitions may be too restrictive), an expanded rationale for each category assignment is provided. Potential for occurrence categories are as follows:

- *Known to occur*—The species has been documented in the Project Area by a reliable observer.
- *May occur*—The Project Area is within the species' currently known range, and vegetation communities, soils, etc., resemble those known to be used by the species.
- *Unlikely to occur*—The Project Area is within the species' currently known range, but vegetation communities, soils, etc., do not resemble those known to be used by the species, or the Project Area is clearly outside the species' currently known range.
- *Does not occur*—The species does not occur in the Project Area.

SWCA assigned those species listed by the MNFI to one of three categories of possible effect as follows (USFWS and National Marine Fisheries Service 1998 utilized as the state does not have a similar categorization process):

- *May affect, is likely to adversely affect*—Adverse effects to listed species may occur as a direct or indirect result of the proposed action or its interrelated or interdependent actions, and the effect is not discountable, insignificant, or beneficial.

- *May affect, is not likely to adversely affect*—The proposed action may affect listed species and/or critical habitat; however, the effects are expected to be discountable, insignificant, or completely beneficial.
- *No effect*—The proposed action will not affect federally listed species or critical habitat.

The results of our state listed species determination are detailed below and summarized in Table 3.

Table 3. Project Impact Analysis

Species	Range or Habitat Requirements	Potential for Occurrence in the Project Area	Determination of Effect
Evening bat	Roosts in old and mature forests, behind loose bark during the nonbreeding season. During the breeding season will move to spacious tree cavities (MNFI 2025a).	May occur as trees with potential roosting, foraging, and travel habitat were observed within the Project Area during the field reconnaissance.	May affect, is not likely to adversely affect. Approximately 7.96 acres of tree clearing is planned.
Indiana bat	Hibernates in caves and mines. Forms colonies and forages in riparian and mature floodplain habitats. Nursery roost sites are usually located under loose bark or in hollows of trees near riparian habitat (USFWS 2025b).	May occur as trees with potential roosting, foraging, and travel habitat were observed within the Project Area during the field reconnaissance.	May affect, is not likely to adversely affect. Approximately 7.96 acres of tree clearing is planned.
Northern long-eared bat	Summer roosting in trees with loose bark over 3 inches in diameter and more rarely in anthropogenic structures like barns and sheds, winters in caves, forages in forest understory (USFWS 2025a).	May occur as trees with potential roosting, foraging, and travel habitat were observed within the Project Area during the field reconnaissance.	May affect, is not likely to adversely affect. Approximately 7.96 acres of tree clearing is planned.
Bald eagle	Breeds in wetland habitats such as rivers, large lakes and marshes where fish are abundant, winters in upland terrestrial habitats. They are resident as long as there is open water where they can forage (USFWS 2025c).	May occur as trees were observed within the Project Area during the field reconnaissance.	No effect. No bald eagle nests were observed during the field surveys.
Eastern box turtle	Found in forested habitats with sandy soils near a source of water such as a stream, pond, lake, marsh or swamp. They also may be found in adjacent thickets, old fields, pastures, or vegetated dunes (MNFI 2025b).	May occur in very small portions of the Project Area.	No effect. The Project will not impact streams and will include a 50-ft buffer for one isolated wetland.
Spotted turtle	Found in clean, shallow bodies of standing or slow-flowing water with mucky bottoms and aquatic or emergent vegetation (MNFI 2025c).	Unlikely to occur due to lack of suitable habitat.	No effect. The Project will not impact emergent wetlands.
Calico crayfish	Found in streams with gravel substrate, slow-flowing streams and rivers with mud substrate, lakes, ponds, and well-vegetated flooded ditches (MNFI 2025d).	May occur in small streams with gravel substrate.	No effect. The Project will not impact streams and when needed the Project will bore under streams.
Creek heelsplitter	Found in creeks and small rivers in a variety of substrates (MNFI 2025e).	May to occur in small creeks and river.	No effect. The Project will not impact streams and when needed the Project will bore under streams.

Species	Range or Habitat Requirements	Potential for Occurrence in the Project Area	Determination of Effect
Deertoe	Prefers habitats of firm sand or gravel substrates in rivers and lakes with a moderately swift current but has been observed occasionally in smaller streams (MNFI 2025f).	Unlikely to occur due to lack of suitable habitat.	No effect. The Project will not impact streams and when needed the Project will bore under streams.
Elktoe	Found in clean, clear water of small to large sized streams and small to medium rivers (MNFI 2025g).	Unlikely to occur due to lack of suitable habitat.	No effect. The Project will not impact streams and when needed the Project will bore under streams.
Flutedshell	Found in small and medium rivers within sandy mud and cobble substrates (MNFI 2025h).	Unlikely to occur due to lack of suitable habitat.	No effect. The Project will not impact streams and when needed the Project will bore under streams.
Lilliput	Found in creeks with mud or clay substrates, but can also be found in rivers, lakes, and impoundments (MNFI 2025i).	Unlikely to occur due to lack of suitable habitat.	No effect. The Project will not impact streams and when needed the Project will bore under streams.
Purple wartyback	Found in medium to large rivers with gravel or mixed sand and gravel substrates (MNFI 2025j).	Unlikely to occur due to lack of suitable habitat.	No effect. The Project will not impact streams and when needed the Project will bore under streams.
Rainbow	Found within sand and gravel substrate within small to medium sized streams (MNFI 2025k).	Unlikely to occur due to lack of suitable habitat.	No effect. The Project will not impact streams and when needed the Project will bore under streams.
Rayed bean	Found in smaller headwater creeks and occasionally large rivers and glacial lakes. Rayed beans are often found around the roots of aquatic vegetation in sand or gravel substrate (USFWS 2025d).	May occur in the smaller creeks of the Project Area.	No effect. The Project will not impact streams and when needed the Project will bore under streams.
Round pigtoe	Found in mud, sand, or gravel substrates of medium to large rivers (MNFI 2025l).	Unlikely to occur due to lack of suitable habitat.	No effect. The Project will not impact streams and when needed the Project will bore under streams.
Slippershell	Found in creeks and headwaters of rivers in sand or gravel substrates. Occasionally, they occur in larger rivers and lakes and in mud substrates (MNFI 2025m).	Unlikely to occur due to lack of suitable habitat.	No effect. The Project will not impact streams and when needed the Project will bore under streams.

Species	Range or Habitat Requirements	Potential for Occurrence in the Project Area	Determination of Effect
Yellow globelet	Found in forested river valleys, grasslands, shrubby successional habitats and railroad embankments (MNFI 2025n).	Unlikely to occur due to lack of suitable habitat.	No effect. The Project will not impact streams and when needed the Project will bore under streams.
Corylus dagger moth	Found in lowland hardwoods and mesic hardwoods, and its larval host plant is hazelnut, <i>Corylus</i> species (MNFI 2025o).	Unlikely to occur due to lack of mesic forest.	No effect. Host species was not observed during field reconnaissance.
Rusty-patched bumble bee	Nest in old rodent burrows. Will forage in dunes, marshes, forests, farmland, and urban areas (MNFI 2025p).	Unlikely to occur. The Project Area does not overlap with the high potential zones.	No effect
Alleghany plum	Found in pine barrens, oak-pine savanna, and oak savanna remnants. It often occurs along road rights-of-way, driveway cuts, and edges of more closed canopy forest (MNFI 2025q).	Unlikely to occur due to lack of habitat.	No effect
Engelmann's spike rush	Found in coastal plain marshes, sandy lake edges, dune swales, seepages, sandy marshes, sandy and peaty edges of wetlands, and intermittent wetlands (MNFI 2025r).	Unlikely to occur due to lack of specific wetland habitat.	No effect
Hairy-fruited sedge	Found in the margins of floodplain forests and in open wetlands along streams and marsh borders (MNFI 2025s).	Unlikely to occur due to lack of specific wetland habitat (WA-010) and all other wetland stream crossing via underground bore.	No effect
Raven's-foot sedge	Found in southernmost Michigan in wet depressions in forested floodplains (MNFI 2025t).	Unlikely to occur due to lack of suitable habitat.	No effect
Smooth ruellia	Found in rich lowland woods in Lenawee County. Can also be found in riparian forests, thickets, and streambanks (MNFI 2025u).	Unlikely to occur due to lack of suitable habitat.	No effect
Toadshade	Found in floodplains and mesic forests, especially moist ravines, rich moist woods and bluffs. Frequently in limestone derived soils (MNFI 2025v).	May occur in moist wetland areas.	No effect. The Project Area will have a 50-ft setback from streams and wetlands.
Virginia bluebells	Found in first and second bottoms of riparian forests (MNFI 2025w).	Unlikely to occur due to lack of suitable habitat.	No effect
Virginia water-horehound	Found in first and second bottoms of floodplain forests, particularly along the River Raisin in Lenawee County (MNFI 2025x).	Unlikely to occur due to lack of suitable habitat.	No effect
White lady slipper	Found in alkaline wetlands in southern Lower Michigan, particularly prairie fens (MNFI 2025y).	Unlikely to occur due to lack of suitable habitat.	No effect
Wild hyacinth	Found in floodplain forests with a fairly open canopy, as well as on river bottom flats and banks (MNFI 2025z).	Unlikely to occur due to lack of suitable habitat.	No effect
Woodland lettuce	Found in lakeplain areas and sandy oak woods (MNFI 2025aa).	Unlikely to occur due to lack of suitable habitat.	No effect

Sources: MNFI (2024 and 2025a-aa), USFWS (2025)

The following paragraphs address only those species that may be potentially occur and be affected by the Project. Species for which a ‘no effect’ determination has been made, as listed in Table 3, are not discussed further in this document.

Mammals

Indiana bat

One federally listed endangered bat species, the Indiana bat (*Myotis sodalis*), was identified in the MNFI report (see Attachment D). The Indiana bat forms colonies and forages in riparian and mature floodplain habitats. Nursery roost sites are usually located under loose bark or in hollows of trees near riparian habitat. This species hibernates in caves and mines (USFWS 2025b).

This Project is within both the summer ranges of the species and consists of suitable summer habitat, however, no critical habitat is present within the Project Area. The Indiana bat is not likely to hibernate within the Project Area because of lack of suitable winter habitat (i.e., no caves or mines). MNFI (2024) reported one known record of an Indiana bat within 1.5 miles of the Project Area. Approximately 7.96 acres of tree removal is proposed. Tree clearing will occur only within areas that do not provide high-quality roosting habitat for federally and state-listed species. Additionally, the proposed tree removal will avoid large, contiguous forest blocks to minimize ecological disruption. Based on *Northern Long-eared Bat and Tricolored Bat Voluntary Environmental Review Process for Development Projects Version 1.0* (USFWS 2024a), clearing for the Project will be limited to the winter season October 1 – March 31. Therefore, it is SWCA’s opinion that Project impacts may affect, is not likely to adversely affect the Indiana bat.

Northern long-eared bat

The northern long-eared bat range extends throughout most of southern Canada, and the eastern and midwestern United States (excluding parts of the southeast United States), primarily associated with North American forests (USFWS 2025a). The northern long-eared bat forages primarily within forest interiors, along linear features such as forest edges and streams, and over water sources such as ponds (Francl 2008, USFWS 2024a). The northern long-eared bat spends summers in the forest interior and hibernates in caves and mines during winter months (USFWS 2025a).

MNFI (2024) reported one known record of a northern long-eared bat within 1.5 miles of the Project Area. No critical habitat has been designated for the species. Based on habitat observed during field reconnaissance and documented occurrence nearby, the potential for this species to occur within forested portions of the Project Area is considered moderate during spring, summer, and fall, and unlikely during winter due to the absence of suitable hibernacula.

The *Northern Long-eared Bat and Tricolored Bat Voluntary Environmental Review Process for Development Projects Version 1.0* (USFWS 2024a), states that within the species’ range—including the Project Area—tree clearing should be limited to October 1 – March 31 to avoid sensitive periods.

Tree removal, totaling approximately 7.96 acres, will be confined to areas lacking high-quality roosting habitat and will avoid large, contiguous forest blocks. As a result, SWCA concludes that the Project may affect, but is not likely to adversely affect the northern long-eared bat.

Evening bat

The state-threatened evening bat roosts behind loose bark in mature forests during the nonbreeding season and in spacious tree cavities during breeding. It may also roost in attics or barns if natural habitats are unavailable. It forages in open areas above water and along forest edges (MNFI 2025a).

The MNFI (2024) reported records of evening bats along Black Creek in the southern part of the Project Area, with the last known occurrence within 1.5 miles recorded in 2007. Based on suitable habitat and known occurrence, the species is considered to have moderate potential for occurrence during spring, summer, and fall, but is not expected during winter. Approximately 7.96 acres of tree removal is proposed for the Project and clearing for the Project will be limited to the winter season October 1 – March 31. Therefore, it is SWCA's opinion that Project impacts may affect, is not likely to adversely affect the evening bat.

CONCLUSIONS

SWCA performed a status review for species identified by the MNFI for the proposed Project in Lenawee County, Michigan. Based upon SWCA's review of the habitat requirements, field reconnaissance, and known temporal and spatial occurrence of these species, it is SWCA's opinion that the state endangered evening bat, the federally and state endangered Indiana bat, and northern long-eared bat have the potential to occur within the forested portions of the Project Area during spring, summer, and fall. Occurrence is not expected during winter months. Tree clearing proposed for the Project is limited to approximately 7.96 acres and will only occur during the winter season (October 1 – March 31), when listed bat species are not expected to be present. Tree removal areas do not provide high-quality roosting habitat for state or federally listed species and are designed to avoid large, contiguous forest blocks, minimizing habitat fragmentation and broader ecological disruption.

Based on this information the proposed Project may affect, not likely to adversely affect the federally and state listed endangered Indiana bat and northern long-eared bat and the state threatened evening bat. A copy of the site plan is provided in Attachment B SWCA is requesting concurrence from MDNR that the Project is not likely to jeopardize the continued existence of any federally and state listed threatened or endangered species or adversely modify critical habitat designated for those species. If you have any questions or need further information, please feel free to contact me at (207) 544-1021 or carol.mcknight@SWCA.com.

Sincerely,



Carol Mcknight

Principal Project Manager

Attachments: Attachment A. Figures
Attachment B. Site plan
Attachment C. Michigan Department of Environment, Great Lakes, and Energy Letter
Attachment D. Michigan Department of Natural Resources Michigan Natural Features Inventory

LITERATURE CITED

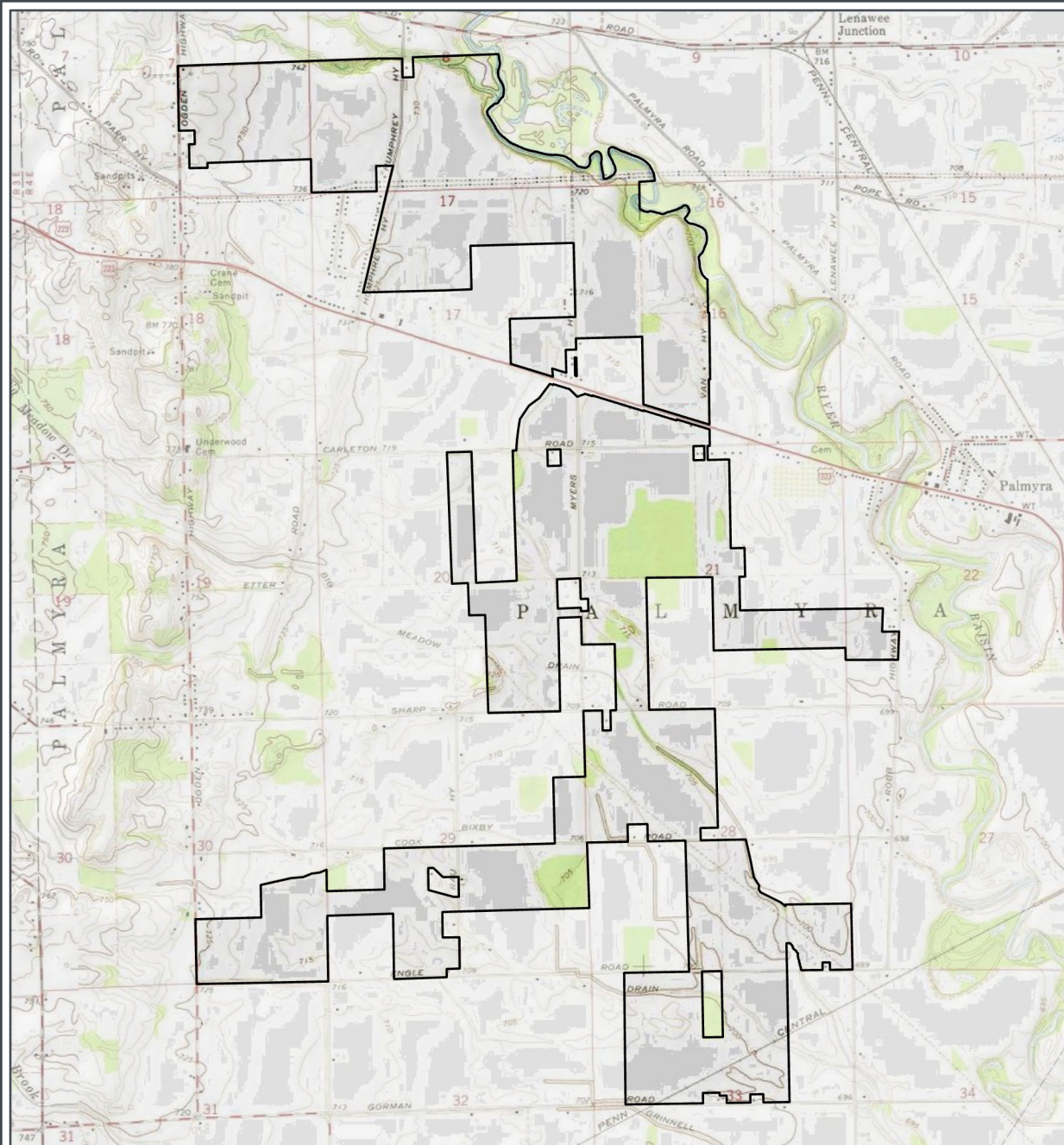
- Francel, K.E. 2008. Summer bat activity at woodland seasonal pools in the northern Great Lakes region. *Wetlands* 28:117–124.
- Michigan Natural Features Inventory (MNFI). 2024. Michigan’s State Listed Species. December 2024.
- . 2025a. *Nycticeius humeralis*. Available at: <https://mnfi.anr.msu.edu/species/description/11433/Nycticeius%20humeralis/>. Accessed January 2025.
- . 2025b. *Terrapene Carolina carolina*. Available at: <https://mnfi.anr.msu.edu/species/description/11493/Terrapene%20carolina%20carolina/>. Accessed January 2025.
- . 2025c. *Clemmys guttata*. Available at: <https://mnfi.anr.msu.edu/species/description/11488/Clemmys%20guttata/>. Accessed January 2025.
- . 2025d. *Faxonius immunis*. Available at: <https://mnfi.anr.msu.edu/species/description/11530/calico-crayfish>. Accessed January 2025.
- . 2025e. *Lasmigona compressa*. Available at: <https://mnfi.anr.msu.edu/species/description/12371/creek-heelsplitter>. Accessed January 2025.
- . 2025f. *Truncilla truncata*. Available at: <https://mnfi.anr.msu.edu/species/description/12393/deertoe>. Accessed January 2025.
- . 2025g. *Alasmidonta marginata*. Available at: <https://mnfi.anr.msu.edu/species/description/12351/Alasmidonta%20marginata/>. Accessed January 2025.
- . 2025h. *Lasmigona costata*. Available at: <https://mnfi.anr.msu.edu/species/description/12372/flutedshell>. Accessed January 2025.
- . 2025i. *Toxolasma parvum*. Available at: <https://mnfi.anr.msu.edu/species/description/12391/lilliput>. Accessed January 2025.
- . 2025j. *Cyclonaias tuberculata*. Available at: <https://mnfi.anr.msu.edu/species/description/12356/purple-wartyback>. Accessed January 2025.
- . 2025k. *Villosa iris*. Available at: https://mnfi.anr.msu.edu/abstracts/zoology/Villosa_iris.pdf. Accessed January 2025.
- . 2025l. *Pleurobema sintoxia*. Available at: <https://mnfi.anr.msu.edu/species/description/12381/round-pigtoe>. Accessed January 2025.
- . 2025m. *Alasmidonta viridis*. Available at: <https://mnfi.anr.msu.edu/species/description/12352/Alasmidonta%20viridis/>. Accessed January 2025.
- . 2025n. *Mesodon clausus*. Available at: <https://mnfi.anr.msu.edu/species/description/12501/yellow-globelet>. Accessed January 2025.

- . 2025o. *Acronicta falcata*. Available at: <https://mnfi.anr.msu.edu/species/description/11945/corylus-dagger-moth>. Accessed January 2025.
 - . 2025p. *Bombus affinis*. Available at: <https://mnfi.anr.msu.edu/species/description/19854/rusty-patched-bumble-bee>. Accessed January 2025.
 - . 2025q. *Prunus umbellata*. Available at: <https://mnfi.anr.msu.edu/species/description/14754/allegany-or-sloe-plum>. Accessed January 2025.
 - . 2025r. *Eleocharis engelmannii*. Available at: <https://mnfi.anr.msu.edu/species/description/15308/engelmanns-spike-rush>. Accessed January 2025.
 - . 2025s. *Carex trichocarpa*. Available at: <https://mnfi.anr.msu.edu/species/description/15269/hairy-fruited-sedge>. Accessed January 2025.
 - . 2025t. *Carex crus-corvi*. Available at: <https://mnfi.anr.msu.edu/species/description/15154/ravens-foot-sedge>. Accessed January 2025.
 - . 2025u. *Ruellia strepens*. Available at: <https://mnfi.anr.msu.edu/species/description/13279/smooth-ruellia>. Accessed January 2025.
 - . 2025v. *Trillium sessile*. Available at: <https://mnfi.anr.msu.edu/species/description/15483/Trillium%20sessile/>. Accessed January 2025.
 - . 2025w. *Mertensia virginica*. Available at: <https://mnfi.anr.msu.edu/species/description/13726/virginia-bluebells>. Accessed January 2025.
 - . 2025x. *Lycopus virginicus*. Available at: <https://mnfi.anr.msu.edu/species/description/14330/virginia-water-horehound>. Accessed January 2025.
 - . 2025y. *Cypripedium candidum*. Available at: <https://mnfi.anr.msu.edu/species/description/15507/white-lady-slipper>. Accessed January 2025.
 - . 2025z. *Camassia scilloides*. Available at: <https://mnfi.anr.msu.edu/species/description/15443/Camassia%20scilloides/>. Accessed January 2025.
 - . 2025aa. *Lactuca floridana*. Available at: <https://mnfi.anr.msu.edu/species/description/13572/woodland-lettuce>. Accessed January 2025.
- U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service. 1998. Endangered Species Consultation Handbook: Procedures for Conducting Consultation and Conference Activities Under Section 7 of the Endangered Species Act. U.S. Department of the Interior.
- . 2024a. Northern Long-Eared Bat and Tricolored bat Voluntary Environmental Review Process for Development Projects (Version 1.0). Available at: https://www.fws.gov/sites/default/files/documents/2024-10/nleb_tcb_consultation_guidance_version-1.0_final_0.pdf. Accessed June 2025.

- . 2024b. *Range-wide Indiana Bat & Northern Long-eared Bat Survey Guidelines*. March. Available at: https://www.fws.gov/sites/default/files/documents/2024-04/final_usfws_rangewide_ibat-nleb_survey_guidelines_508-compliant_.pdf. Accessed July 2025.
- . 2025a. *Myotis septentrionalis*. Available at: <https://www.fws.gov/species/northern-long-eared-bat-myotis-septentrionalis>. Accessed January 2025.
- . 2025b. *Myotis sodalis*. Available at: <https://www.fws.gov/species/indiana-bat-myotis-septentrionalis>. Accessed January 2025.
- . 2025c. *Haliaeetus leucocephalus*. Available at: <https://www.fws.gov/species/bald-eagle-haliaeetus-leucocephalus>. Accessed January 2025.
- . 2025d. Rayed Bean. Available at: <https://www.fws.gov/species/rayed-bean-villosa-fabalis>. Accessed January 2025.

ATTACHMENT A

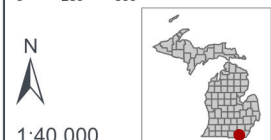
Figure

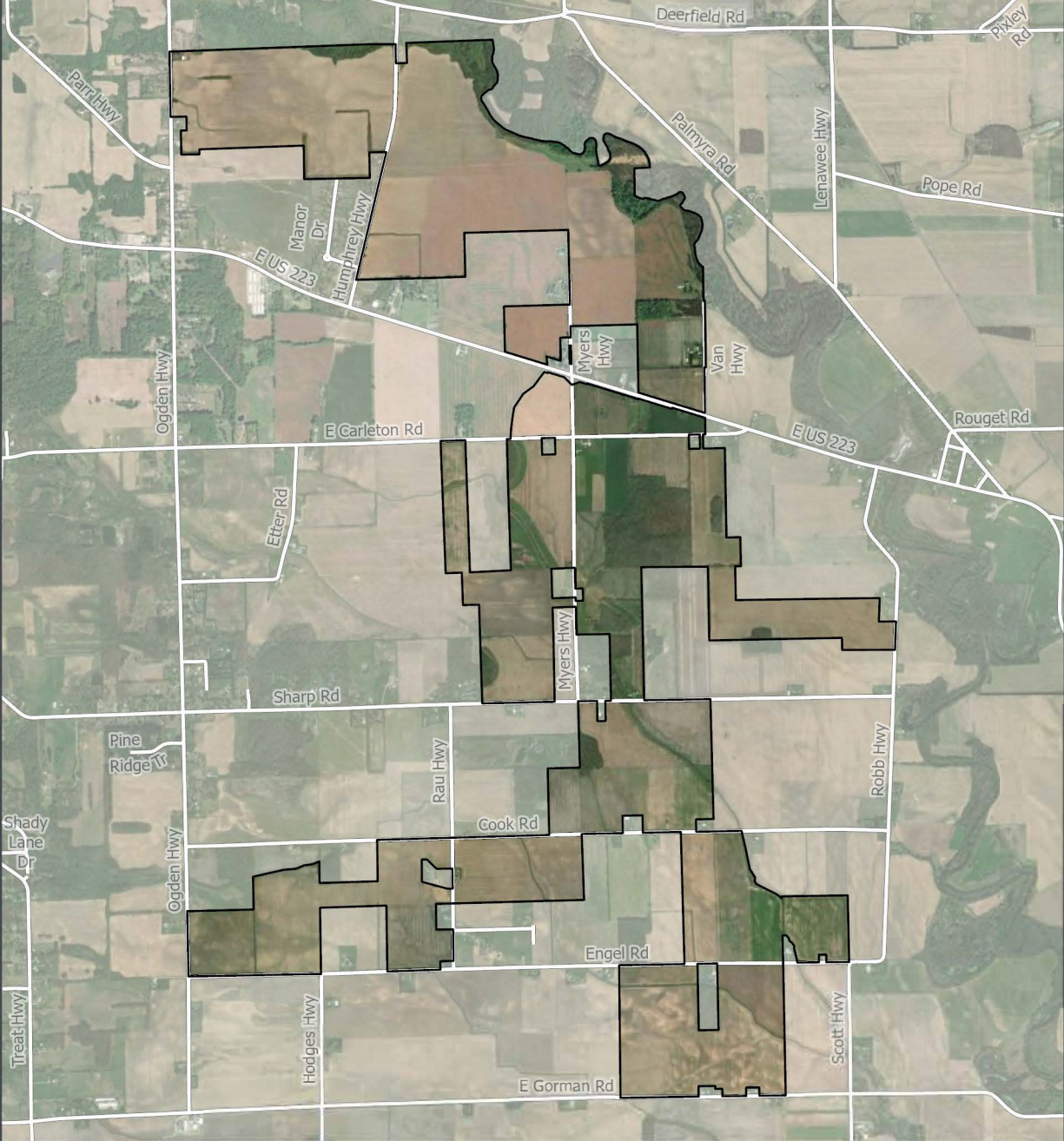


ROUGET ROAD SOLAR FARM
Figure 1
Project Location

Leased Area / Project Boundary (2,142 acres)

Lenawee County, MI
 USGS 7.5' Quadrangle:
 Adrian, MI, 41084-H1
 Tecumseh South, MI, 41083-H8
 Jasper, MI, 41084-G1
 Palmyra, MI, 41083-G8
 NAD 1983 2011 StatePlane
 Michigan South FIPS 2113 Ft Int
 41.8547°N 83.9659°W

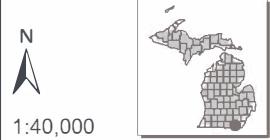




ROUGET ROAD SOLAR FARM
Figure 2
Project Location

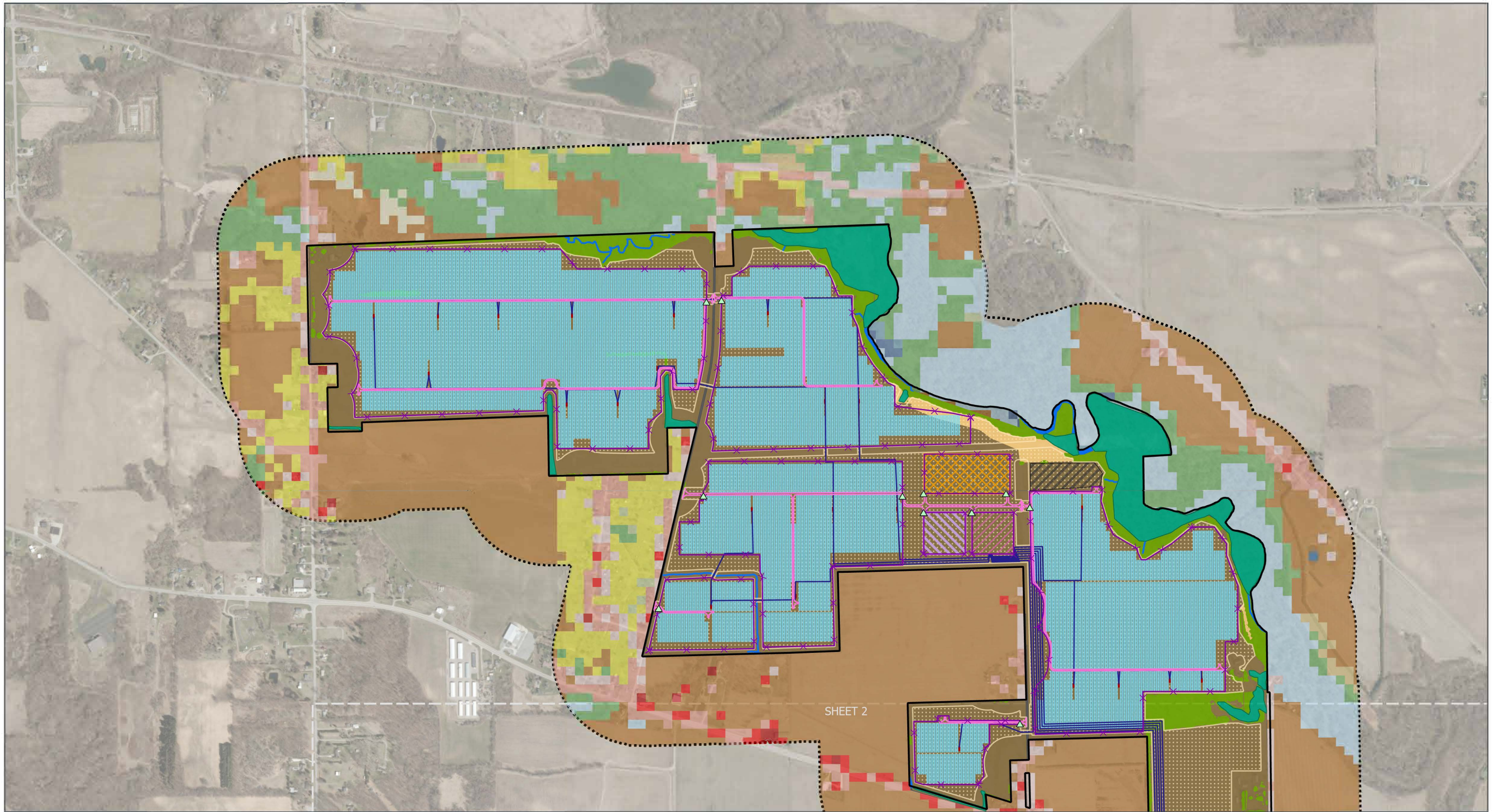
Leased Area / Project Boundary (2,142 acres)
 Roads

Lenawee County, MI
 USGS 7.5' Quadrangle:
 Adrian, MI, 41084-H1
 Tecumseh South, MI, 41083-H8
 Jasper, MI, 41084-G1
 Palmyra, MI, 41083-G8
 NAD 1983 2011 StatePlane
 Michigan South FIPS 2113 Ft Int'l
 41.8547°N 83.9659°W



Base Map: Esri ArcGIS Online,
 accessed July 2025
 Updated: 7/23/2025
 Project No. 78878
 Layout: Phase08_ProjLocation
 Aprx: 78878_Rouget_Permitting

1:40,000
SWCA
 ENVIRONMENTAL CONSULTANTS



ROUGET ROAD SOLAR FARM
Figure 3
Existing Land Use
Map

Sheet 1 of 3

Proposed Layout

- △ Gate
- ✕ Fence
- Access Road
- Underground Cable
- Inverter
- Solar Panel
- ▨ Laydown Area

O&M Pad

Substation Pad

Switchyard Pad

Site Plan Boundary (1,513 acres)

Leased Area / Project Boundary (2,142 acres)

Land Cover Type (Field-Verified within Project)

- Agriculture
- Forest

Herbaceous

Road

Stream

Wetland

NLCD Type (Outside of Project)

- Cultivated Crops
- Deciduous Forest
- Developed, High Intensity
- Developed, Low Intensity

Developed, Medium Intensity

Developed, Open Space

Emergent Herbaceous Wetlands

Hay/Pasture

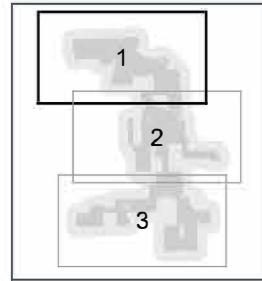
Herbaceous

Mixed Forest

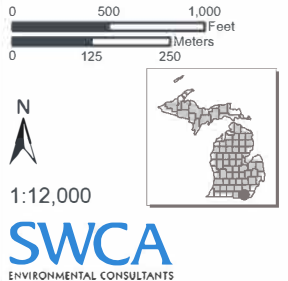
Open Water

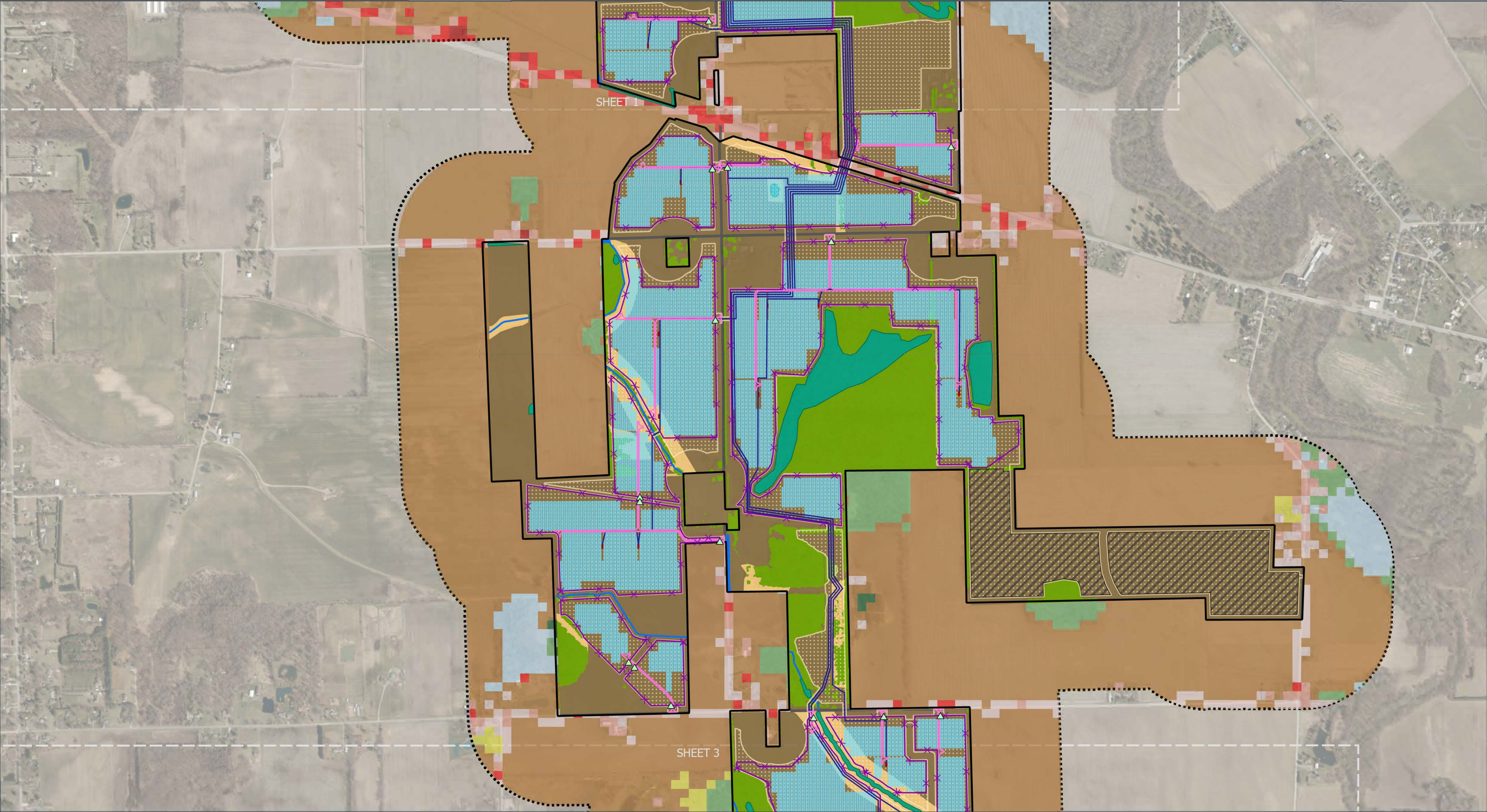
Shrub/Scrub

Woody Wetlands



Palmyra Twp,
Lenawee County, MI
USGS 7.5' Quadrangles:
Tecumseh South, MI, 41083-H8
Palmyra, MI, 41083-G8
NAD 1983 2011 StatePlane
Michigan South FIPS 2113 Ft
Intl
41.8782°N 83.9744°W
Base Map: Esri ArcGIS Online,
accessed July 2025
Updated: 7/21/2025
Project No. 78878
ExhibitA_1_2_fig3_landUse_Series
Aprx: 78878_Rouget_Permitting





ROUGET ROAD SOLAR FARM
Figure 3
Existing Land Use
Map

Proposed Layout

- △ Gate
- ✕ Fence
- Access Road
- Underground Cable
- Inverter
- Solar Panel

Laydown Area

- Site Plan Boundary (1,513 acres)
- Leased Area / Project Boundary (2,142 acres)

Land Cover Type (Field-Verified within Project)

- Agriculture
- Forest
- Herbaceous

Road

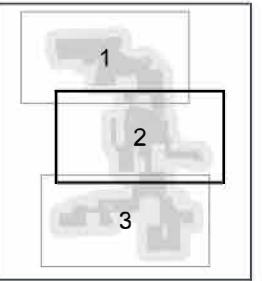
- Stream
- Wetland

NLCD Type (Outside of Project)

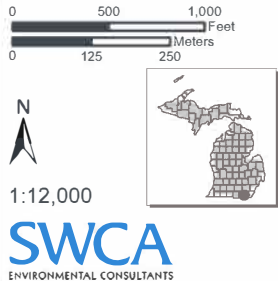
- Cultivated Crops
- Deciduous Forest
- Developed, High Intensity

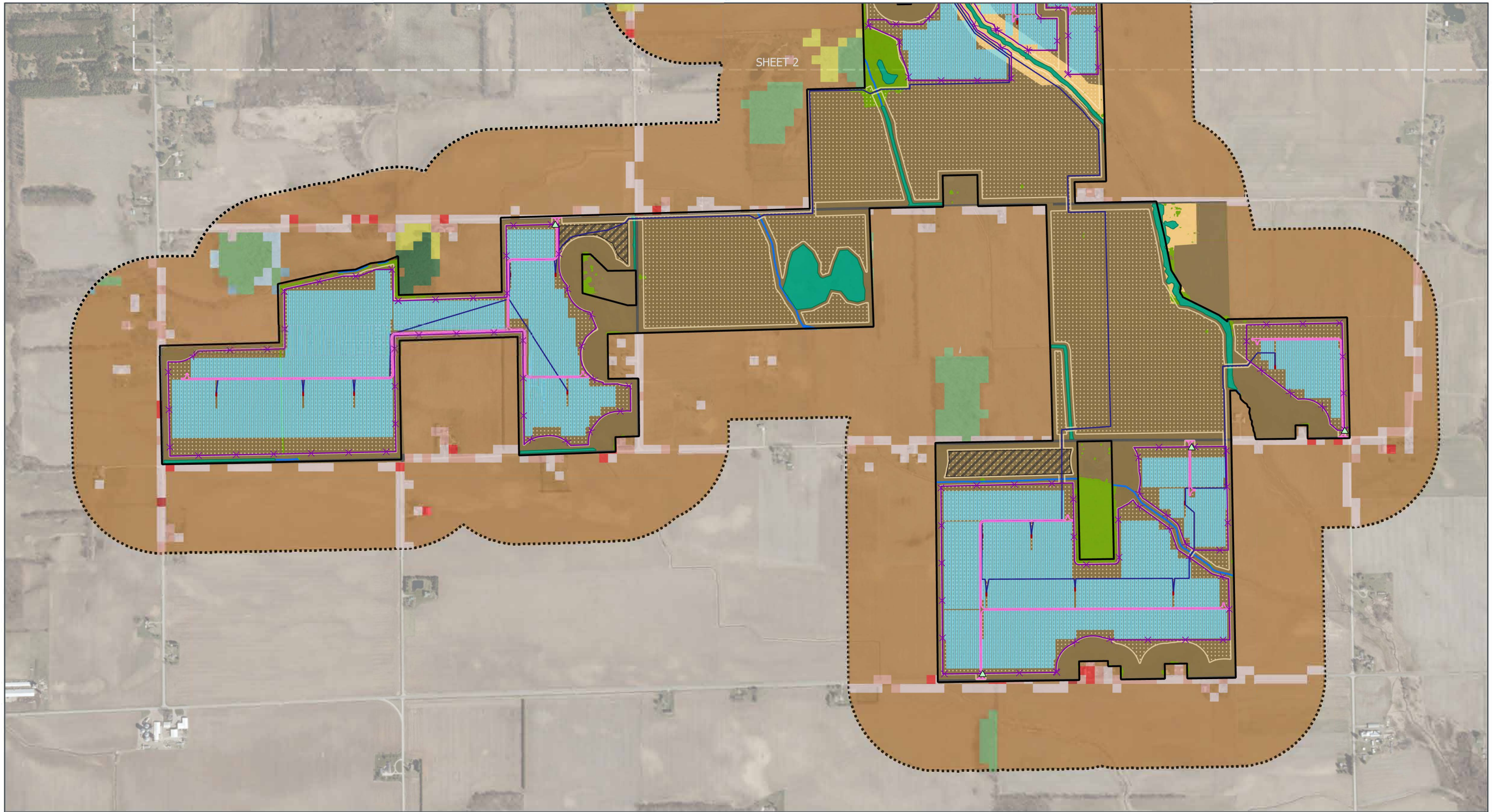
Developed, Low Intensity

- Developed, Medium Intensity
- Developed, Open Space
- Evergreen Forest
- Hay/Pasture
- Open Water
- Shrub/Scrub
- Woody Wetlands



Palmyra Twp,
Lenawee County, MI
USGS 7.5' Quadrangles:
Tecumseh South, MI, 41083-H8
Palmyra, MI, 41083-G8
NAD 1983 2011 StatePlane
Michigan South FIPS 2113 Ft
Intl
41.8568°N 83.962°W
Base Map: Esri ArcGIS Online,
accessed July 2025
Updated: 7/21/2025
Project No. 78878
Exhibit 1_2_fig3_LandUse_Series
Aprx: 78878_Rouget_Permitting





ROUGET ROAD SOLAR FARM
Figure 3
Existing Land Use
Map

Proposed Layout

- △ Gate
- ✕ Fence
- Access Road
- Underground Cable
- Inverter
- Solar Panel

Laydown Area

- Site Plan Boundary (1,513 acres)
- Leased Area / Project Boundary (2,142 acres)

Land Cover Type (Field-Verified within Project)

- Agriculture
- Forest
- Herbaceous

Road

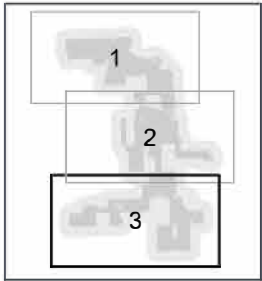
- Stream
- Wetland

NLCD Type (Outside of Project)

- Cultivated Crops
- Deciduous Forest
- Developed, High Intensity

Developed, Low Intensity

- Developed, Medium Intensity
- Developed, Open Space
- Emergent Herbaceous Wetlands
- Evergreen Forest
- Hay/Pasture
- Shrub/Scrub
- Woody Wetlands



Palmyra Twp,
 Lenawee County, MI
 USGS 7.5' Quadrangles:
 Tecumseh South, MI, 41083-H8
 Palmyra, MI, 41083-G8
 NAD 1983 2011 StatePlane
 Michigan South FIPS 2113 Ft
 Intl
 41.8341°N 83.9674°W

Base Map: Esri ArcGIS Online,
 accessed July 2025
 Updated: 7/21/2025
 Project No. 78878
 ExhibitA_1_2_fig3_landUse_Series
 Aprx: 78878_Rouget_Permitting

0 500 1,000
 0 125 250
 Feet
 Meters

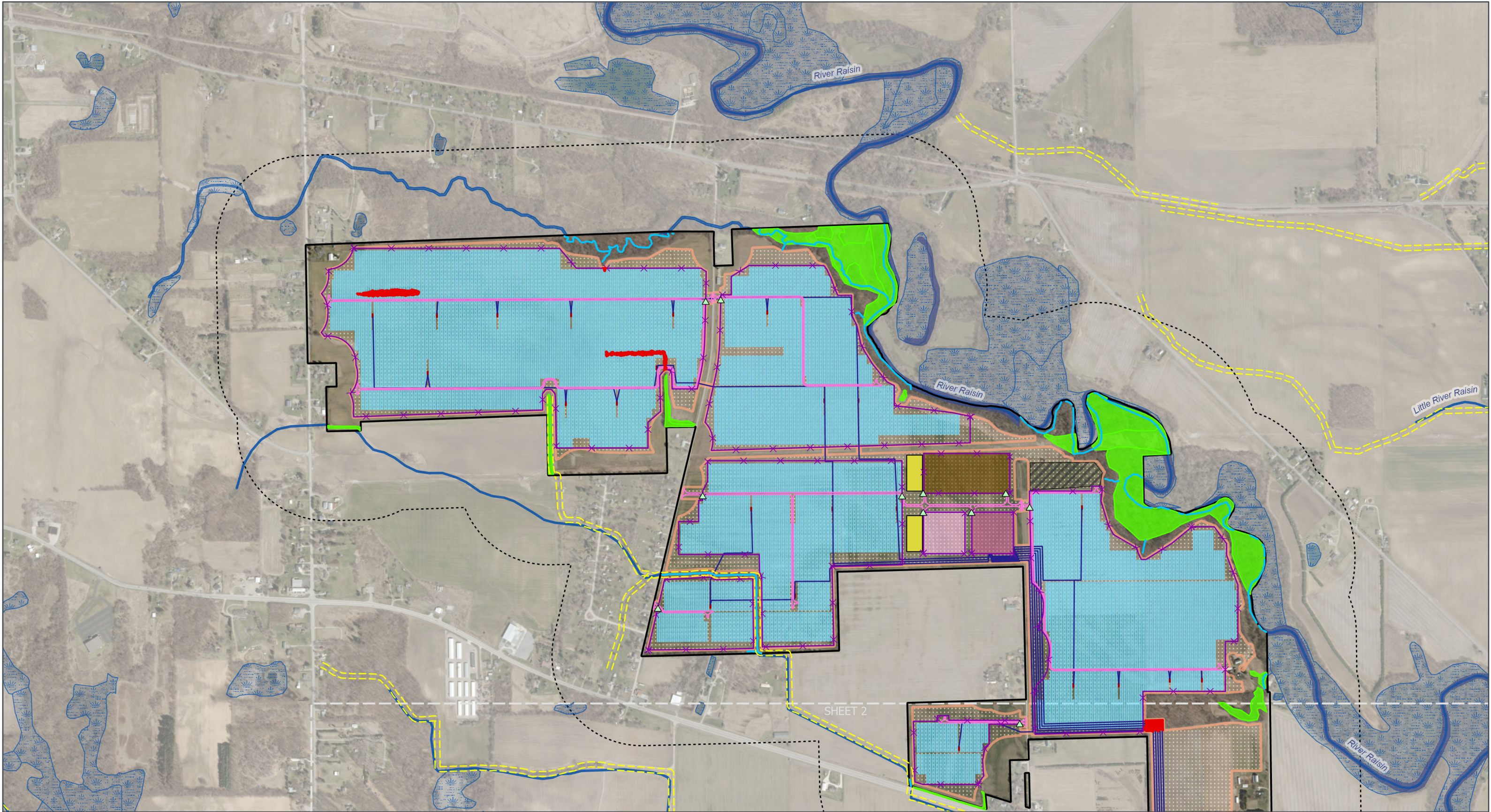
N

1:12,000

SWCA
 ENVIRONMENTAL CONSULTANTS

ATTACHMENT B

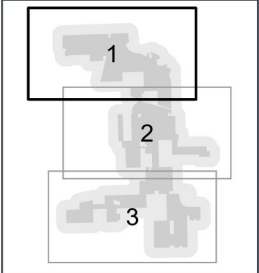
SITE PLAN



ROUGET ROAD SOLAR FARM
Figure 3
Site Plan

- Proposed Layout**
- △ Gate
 - Underground Cable
 - × Fence
 - Access Road
 - Inverter
 - Detention Basin
 - Solar Panel
- Proposed Layout**
- ▨ Laydown Area
 - O&M Pad
 - Substation Pad
 - Switchyard Pad
 - Site Plan Boundary (1,513 acres)
 - Leased Area / Project Boundary (2,142 acres)
 - 1,000-foot Buffer
 - Proposed Forest Impacts (7.96 acres)

- Field Identified Watercourse (Estimated EGLE Jurisdictional)
- Field Identified Wetland (Estimated EGLE Jurisdictional)
- Field Identified Wetland (EGLE Non-Jurisdictional, Isolated)
- NHD Stream
- NHD Waterbody
- NWI Wetlands
- County Drainage
- Sheet Extent



Palmyra Twp,
Lenawee County, MI
USGS 7.5' Quadrangles:
Tecumseh South, MI, 41083-H8
Palmyra, MI, 41083-G8
NAD 1983 2011 StatePlane
Michigan South FIPS 2113 Ft
Intl
41.8782°N 83.9744°W

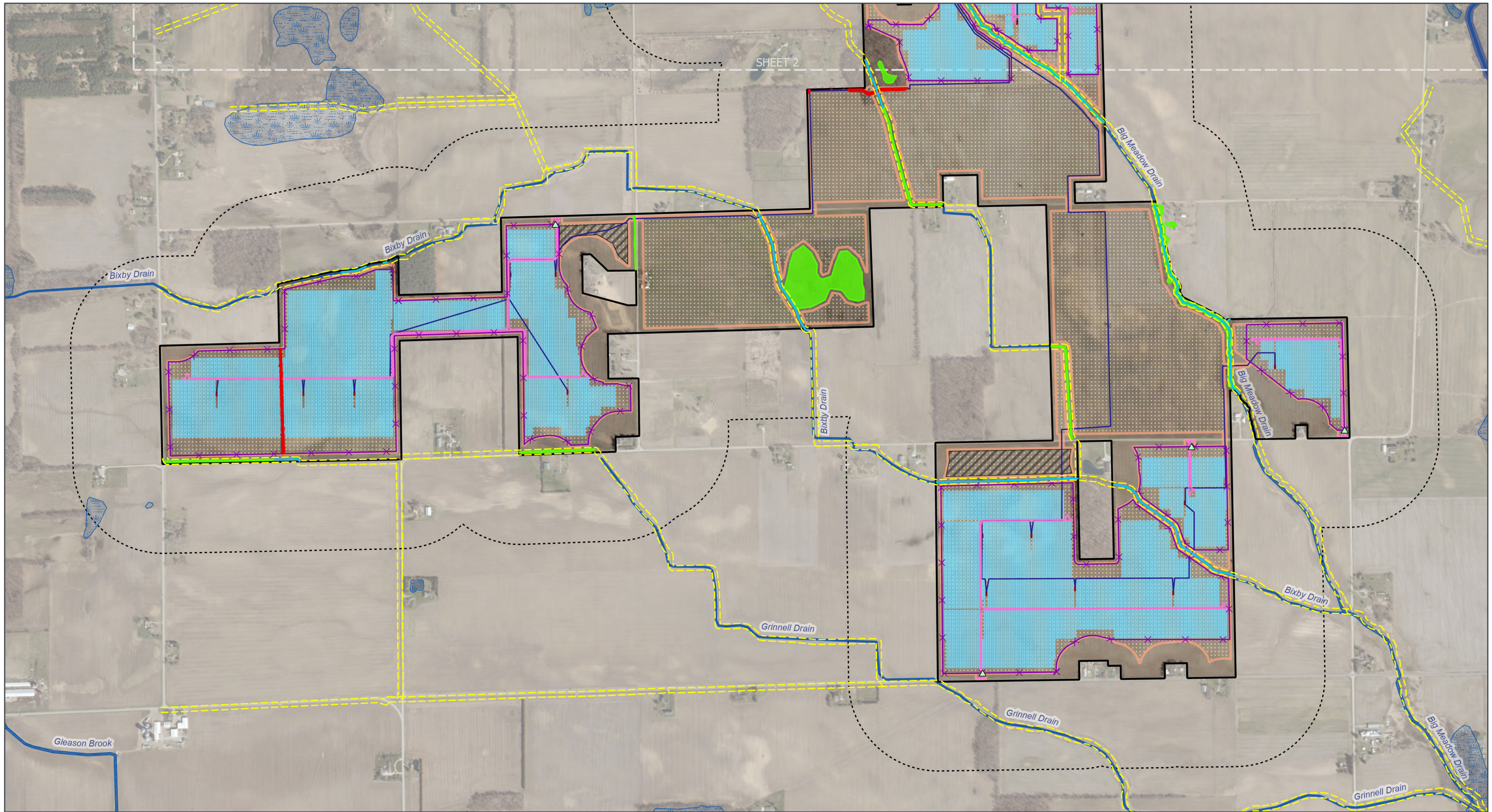
Base Map: Esri ArcGIS Online,
accessed July 2025
Updated: 7/29/2025
Project No. 78878
Phase08_fig3_SitePlan
Aprx: 78878_Rouget_Permitting

0 500 1,000
0 125 250
Meters
Feet

N

1:12,000

SWCA
ENVIRONMENTAL CONSULTANTS



ROUGET ROAD SOLAR FARM

Figure 3
Site Plan

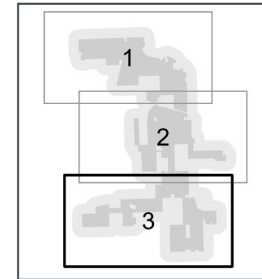
Proposed Layout

- △ Gate
- Underground Cable
- × Fence
- Access Road
- Inverter
- Detention Basin

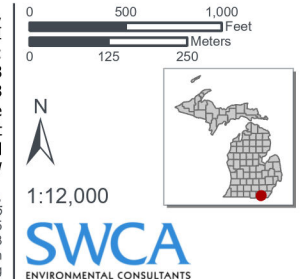
- Solar Panel
- Laydown Area
- Site Plan Boundary (1,513 acres)
- Leased Area / Project Boundary (2,142 acres)
- 1,000-foot Buffer
- Proposed Forest Impacts (7.96 acres)

- Field Identified Watercourse (Estimated EGLE Jurisdictional)
- Field Identified Wetland (Estimated EGLE Jurisdictional)
- Field Identified Wetland (EGLE Non-Jurisdictional, Isolated)
- NHD Stream
- NHD Waterbody
- NWI Wetlands
- County Drainage

Sheet Extent



Palmyra Twp,
Lenawee County, MI
USGS 7.5' Quadrangles:
Tecumseh South, MI, 41083-H8
Palmyra, MI, 41083-G8
NAD 1983 2011 StatePlane
Michigan South FIPS 2113 Ft
Intl
41.8341°N 83.9674°W
Base Map: Esri ArcGIS Online,
accessed July 2025
Updated: 7/29/2025
Project No. 78878
Phase08_fig3_SitePlan
Aprx: 78878_Rouget_Permitting



ATTACHMENT C

Michigan Department of Environment, Great Lakes, and Energy Letter



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION



PHILLIP D. ROOS
DIRECTOR

July 28, 2025

VIA EMAIL

Kevin Cole
RWE Renewables Americas, LLC
353 North Clark Street, 30th Floor
Chicago, Illinois 60654

Dear Kevin Cole:

SUBJECT: Preapplication Meeting
Site Name: 46-Rouget Road Solar-Palmyra
Submission Number: HQD-3J9H-R39EA
T07S, R04E, Section 16, Adrian Township, Lenawee County

This letter is a follow up to our July 8, 2025, preapplication meeting regarding the proposed project in Palmyra, Lenawee County. The purpose of a preapplication meeting is to provide you with information that will clarify the permit process, answer preliminary questions about your specific project in order to avoid delays at a later date, and to determine, if possible, the need for wetland or inland lakes and streams permits.

During this meeting, we reviewed the need to obtain a permit under Part 301, Inland Lakes and Streams; and Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). The review was based on discussion of the proposed project and/or draft permit application, the proposed site, and potential modifications to the project discussed during our meeting.

During the review of the project site, the Michigan Department of Environment, Great Lakes, and Energy's (EGLE) Water Resources Division (WRD) made the following findings regarding the need for a permit under Part 301, Inland Lakes and Streams; and Part 303, Wetlands Protection, of the NREPA:

☒ It cannot be determined whether a permit is required given the information presented at this time.

This determination is based on the project plan prepared by SWCA Environmental Consultants and dated July 14, 2025, along with other information provided at the time of this meeting only. Provided that the proposed project and location are not altered, this determination is binding on EGLE for a period of two years from the date of this meeting.

During the meeting, we also discussed a number of issues related to the project, including the following:

- During the meeting, we discussed the jurisdictional status of wetlands WA007, WA010, and the potential undocumented wetland to the East of WA010. Additional information about each of the locations is below.
 - WA007: This wetland was determined to be jurisdictional. The wetland that is mapped on the site plans is connected to the wetland that runs along the West side of Humphrey Road. This wetland is within 500 feet of a stream.
 - WA010: This wetland was determined not to be jurisdictional due to its size, location, and hydrologic isolation.
 - WRD staff identified a potential undocumented wetland to the East of WA010 and recommended that a wetland delineation be reperformed to verify the presence of wetlands where they were not identified in the original delineation report. WRD received your updated wetland delineation on July 9, 2025. Based on the provided information a confident decision cannot be made on the jurisdictional status of this potential wetland. This decision was based off of the following information:
 - Aerial imagery from June of 2022 and March of 2024 shows saturation visible on aerial imagery. This saturation is shown both in the areas surveyed by SWCA on July 9, 2025, and in the area running southward, connecting to the forested wetland. This may be an indicator of wetland hydrology.
 - The on-site inspection showed visible crop stress in the area with a lower geomorphic position. This may be an indicator of wetland hydrology.
 - If work is planned in the area we recommend that you consider requesting a Level 3 Wetland Identification Program (WIP) assessment through EGLE. The WIP is able to evaluate wetlands on-site and would be able to tell you where wetlands are on the property, and which ones are regulated by the State of Michigan.
- There may be historical and archeological items or sites within the project area. We recommend you reach out to State Historic Preservation Office prior to the commencement of work to determine if they have any guidance for your project.
- When on-site, EGLE staff noticed that timber matting was placed on top of the culvert that runs along the west side of Humphrey Road. Temporary matting placed for a short duration (90 days or immediately after use, whichever is sooner) for utility projects that do not disturb the soil (i.e., does not have dredge or fill) does not require a permit. Additional information on this can be found at EGLE's webpage titled [Wetland Information for Utility Corridor Projects](#).

- The potential presence of state- or federally listed threatened or endangered species on the site. We recommend review of the material available on the Michigan Department of Natural Resources' website at [Michigan.gov/Threatened and Endangered Species](https://Michigan.gov/ThreatenedandEndangeredSpecies).
 - To avoid take of federally listed threatened and endangered bat species, including Northern long-eared bat (NLEB), and Indiana bat, the U.S. Fish and Wildlife Service recommends limiting cutting and/or trimming of potential roost trees between November 15th to March 31st.

Please note that this is not a permit. The WRD cannot indicate during a preapplication meeting whether or not a permit will be issued. The WRD cannot make a decision regarding a permit until it has considered all of the information provided in the final permit application, and, in some instances, has also considered comments received in response to a public notice of the project. Therefore, the WRD cannot legally tell you whether the project will be permitted in advance of a permit application being submitted and reviewed.

The EGLE submission number assigned to this project is HQD-3J9H-R39EA. Please keep a record of this submission number and use it when submitting a final application or otherwise corresponding with our office on this project.

We appreciate the opportunity to meet with you or your representative to address these concerns. We have established a submission for this project, and the information submitted to date will be used to facilitate processing of the final application. If you should have follow-up questions before then, please contact me at 517-257-7110; FleszewskiG@Michigan.gov; or EGLE, WRD, Jackson District Office, P.O. Box 30458, Lansing, Michigan 48909-7958.

Sincerely,



Grace Fleszewski
Environmental Quality Analyst
Water Resources Division

cc: Logan Jones, SWCA (via email)
Maddie Orler, EGLE (via email)

ATTACHMENT D

Michigan Department of Natural Resources Michigan Natural Features Inventory

Pallavi Sirajuddin
SWCA Environmental Consultants
200 West 22nd Street
Suite 220
Lombard, IL 60148

December 5, 2024

Re: Rare Species Review #5237 – Lenawee County Solar Project

Hello:

The location for the proposed project was checked against known localities for rare species and unique natural features, which are recorded in the Michigan Natural Features Inventory (MNFI) natural heritage database. This continuously updated database is a comprehensive source of existing data on Michigan's endangered, threatened, or otherwise significant plant and animal species, natural plant communities, and other natural features. Records in the database indicate that a qualified observer has documented the presence of special natural features. The absence of records in the database for a particular site may mean that the site has not been surveyed. The only way to obtain a definitive statement on the status of natural features is to have a competent biologist perform a complete field survey.

Under Act 451 of 1994, the Natural Resources and Environmental Protection Act, Part 365, Endangered Species Protection, "a person shall not take, possess, transport, ...fish, plants, and wildlife indigenous to the state and determined to be endangered or threatened," unless first receiving an Endangered Species Permit from the Michigan Department of Natural Resources (MDNR), Wildlife Division. Responsibility to protect endangered and threatened species is not limited to the lists below. Other species may be present that have not been recorded in the database.



MSU EXTENSION

**Michigan Natural
Features Inventory**

PO Box 13036
Lansing MI 48901

(517) 284-6200
Fax (517) 373-9566

mnfi.anr.msu.edu

Several at-risk species and/or natural communities have been documented within 1.5 miles of the project location and it is possible that adverse impacts will occur. This response reflects a desktop review of the database and MNFI cannot fully evaluate this project without visiting the area. MNFI offers several levels of [Rare Species Reviews](#), including field surveys which I would be happy to discuss with you.

Sincerely,

Michael Sanders

Michael Sanders
Environmental Review Specialist/Zoologist
Michigan Natural Features Inventory

Comments for Rare Species Review #5237

It is important to note that it is the applicant's responsibility to comply with both state and federal threatened and endangered species legislation. Therefore, if a state listed species occurs at a project site, and you think you need an endangered species permit, please contact Amy Bleisch at DNR-Wildlife Division, DNR-StateTEPermit@michigan.gov and review details on the [MDNR's Threatened/Endangered Species](#) resource page. If a federally listed species is involved and, you think a permit is needed, please contact Jessica Pruden, U.S. Fish and Wildlife Service, East Lansing office, 517-351-8316, or Jessica.Pruden@fws.gov.

NOTE: Special concern species and natural communities are not protected under endangered species legislation, but efforts should be taken to minimize any or all impacts. Please consult MNFI's [Rare Species pages](#) for additional information on Michigan's rare plants and animals.

Stream Group Designations

NOTE: Michigan rivers and streams have been grouped according to existing information of mussel distribution and individual species conservation status. The Mussel Protocol Stream Groups are designed to document the **potential** presence or absence of state or federally listed mussel species. The layer was created by modeling the habitat suitability for each mussel species and may not correspond directly with a documented location for a listed mussel. A segment may be predicted as suitable for a number of mussel species, so the stream group number was assigned to the most restrictive of the potential mussel species present.

This stretch of the Raisin River is designated a Group 2 mussel stream which means that State threatened and endangered mussel species may occur here and that certain surveys and possibly relocation procedures apply. I encourage you to read the [Michigan Freshwater Mussel Survey Protocols and Relocation Procedures](#) publication if **in-stream work and/or land clearing activities occur that result in streambed disturbance and erosion and sedimentation into the river**. A copy of the publication is being provided to you in this mailing.

The [Mussel Map Viewer](#) is an interactive tool to allow users to explore listed native mussels across the Michigan landscape. Watershed level species lists are available alongside the Mussel Protocol Stream Groups.

Table 1: Occurrences of Threatened & Endangered Species within 1.5 miles of Project Site

Element Category	Scientific Name	Common Name	Federal Status	State Status	G Rank	S Rank	EO Rank	First Observed Date	Last Observed Date
Animal	<i>Alasmodonta viridis</i>	Slippershell		T	G4G5	S2S3	H	1927	1942-07-09
Animal	<i>Bombus affinis</i>	Rusty-patched bumble bee	LE	E	G2	SH	H	1926-07-11	1998-08-01
Animal	<i>Clemmys guttata</i>	Spotted turtle		T	G5	S2	E	1990	1990-02
Animal	<i>Cyclonaias tuberculata</i>	Purple wartyback		T	G5	S2	H	1925-07-19	1925-07-19
Animal	<i>Myotis septentrionalis</i>	Northern long-eared bat	LE	T	G2G3	S1	E	2006-05-20	2011
Animal	<i>Myotis sodalis</i>	Indiana bat	LE	E	G2	S1	E	2004-07-29	2007-08-16

Animal	<i>Nycticeius humeralis</i>	Evening bat		T	G5	S2	E	2004-08-07	2007-08-16
Animal	<i>Paetulunio fabalis</i>	Rayed bean	LE	E	G2	S1S2	E	1941-08-07	2018-09-14
Animal	<i>Terrapene carolina carolina</i>	Eastern box turtle		T	G5T5	S2S3	H		1978-05-19
Animal	<i>Terrapene carolina carolina</i>	Eastern box turtle		T	G5T5	S2S3	E	1986	1986-10
Animal	<i>Terrapene carolina carolina</i>	Eastern box turtle		T	G5T5	S2S3	E	1978	1985-07-19
Animal	<i>Toxolasma parvum</i>	Lilliput		E	G5	S1	H	1936-pre	1936-pre
Plant	<i>Camassia scilloides</i>	Wild hyacinth		T	G5	S2	AB	1987	1987-05-17
Plant	<i>Camassia scilloides</i>	Wild hyacinth		T	G5	S2	E	1985-05-13	2013-05-04
Plant	<i>Camassia scilloides</i>	Wild hyacinth		T	G5	S2	B?	1989	1989-06-29
Plant	<i>Carex crus-corvi</i>	Raven's-foot sedge		E	G5	S1	C	2011-06-28	2013-07-07
Plant	<i>Cypripedium candidum</i>	White lady slipper		T	G4	S2	E	1988-06-05	1988-06-05
Plant	<i>Lactuca floridana</i>	Woodland lettuce		T	G5	S2	E	1988	1988-08-31
Plant	<i>Mertensia virginica</i>	Virginia bluebells		T	G5	S1S2	E	1987-04-28	1987-04-28
Plant	<i>Ruellia strepens</i>	Smooth ruellia		E	G4G5	S1	AB	2010-09-13	2010-09-13
Plant	<i>Trillium sessile</i>	Toadshade		T	G5	S2S3	AB	1985	2013-05-04
Plant	<i>Trillium sessile</i>	Toadshade		T	G5	S2S3	B	1987	1987-05-17

Table 2: Occurrences of Special Concern Species and Natural Communities within 1.5 miles of Project Site

Element Category	Scientific Name	Common Name	Federal Status	State Status	G Rank	S Rank	EO Rank	First Observed Date	Last Observed Date
Animal	<i>Acronicta falcata</i>	Corylus dagger moth		SC	G2G4	S2S3	H	1963-05-25	1963-05-25
Animal	<i>Alasmidonta marginata</i>	Elktoe		SC	G4	S3?	C	2000-10-13	2000-10-13
Animal	<i>Alasmidonta marginata</i>	Elktoe		SC	G4	S3?	E	2000-2001	2000-2001
Animal	<i>Alasmidonta marginata</i>	Elktoe		SC	G4	S3?	E	2000-2001	2000-2001
Animal	<i>Alasmidonta marginata</i>	Elktoe		SC	G4	S3?	H		
Animal	<i>Cambarunio iris</i>	Rainbow		SC	G4G5	S3	E	2000-2001	2000-2001
Animal	<i>Faxonius immunis</i>	Calico crayfish		SC	G5	S4	H	1966-04-19	1966-04-19
Animal	<i>Haliaeetus leucocephalus</i>	Bald eagle		SC	G5	S4	E	2011	2015

Animal	<i>Lasmigona compressa</i>	Creek heelsplitter		SC	G5	S3	H	1925-07-19	1929
Animal	<i>Lasmigona costata</i>	Flutedshell		SC	G5	SNR	H	1925-07-19	1929
Animal	<i>Mesodon clausus</i>	Yellow globelet		SC	G5	SNR	H	1939-05-08	1939-05-08
Animal	<i>Pleurobema sintoxia</i>	Round pigtoe		SC	G4?	S3	H	1925-07-19	1925-07-19
Animal	<i>Stylurus amnicola</i>	Riverine snaketail		SC	G4	S2S3	H	1927-05-12	1927-05-12
Animal	<i>Truncilla truncata</i>	Deertoe		SC	G5	S2S3	H		
Plant	<i>Carex trichocarpa</i>	Hairy-fruited sedge		SC	G4	S2	H	1874	1874-07-06
Plant	<i>Eleocharis engelmannii</i>	Engelmann's spike rush		SC	G5	S2S3	CD	2001-07-07	2001-07-07
Plant	<i>Lycopus virginicus</i>	Virginia water-horehound		SC	G5	S2	E	1987-09-21	2001-09-04
Plant	<i>Lycopus virginicus</i>	Virginia water-horehound		SC	G5	S2	C	2007-08-10	2007-08-10
Plant	<i>Prunus umbellata</i>	Alleghany or Sloe plum		SC	G5	S3	C	1986	1986-05-09

Species Comments for Table 1

Virginia bluebells (*Mertensia virginica*)

Habitat

Known to occur in the area. Virginia bluebells occurs in first and second bottoms of riparian forests in southern Lower Michigan.

Management Recommendations

Conserve hydrology of river system and corresponding cyclical floodplain regime. Maintain healthy intact, mature floodplain forests and minimize forest fragmentation. When possible, leave large tracts of unharvested forests and allow natural processes to operate unhindered.

For more information, see the [Mertensia virginica](#) species page on the MNFI website.

Indiana bat (*Myotis sodalis*)

Habitat

Known to occur in the area. Indiana bats roost and form maternity colonies under loose bark or in hollows and cavities of mature trees in the floodplain forest. In Michigan, savanna habitats adjacent to riparian corridors may have been historically important for roost sites, as the bats are thought to prefer sun-exposed trees for maximum warmth at the northern limit of their range. In winter, Indiana bats primarily

hibernate in caves in Kentucky, Indiana, and Missouri, although a new hibernacula site has been found in northern Michigan at a hydroelectric facility.

Management Recommendations

Floods, cave ceiling collapses, mortality during severe winters, and human disturbances (e.g. vandalism, caving, and indiscriminate collecting) have severely disrupted local populations at their hibernacula. The Indiana bat requires large blocks of mature floodplain forest, including standing snags and other suitable living roost sites. A primary limiting factor in their summer range has been the deforestation of riparian habitats, which usually occurs from the cutting of large, dead trees for firewood. Stream channelization, bank modification, and agricultural development along stream banks also have contributed to habitat destruction. Riparian habitat can be maintained by protecting mature, wooded areas, leaving large, dead trees standing, and maintaining wide vegetation buffer strips. Cutting of snags, canopy removal, and general land clearing activities along streams and rivers for development, agriculture, utility corridors, river or drain dredging and other purposes should be avoided. The species would likely benefit from restoration of floodplain forests and adjacent savannas through tree planting efforts.

For more information, see the [Myotis sodalis](#) species page on the MNFI website.

Northern long-eared bat (*Myotis septentrionalis*)

Habitat

Known to occur in the area. Northern long-eared bats live in areas dominated by deciduous or mixed hardwood-coniferous forest. Forests with low understory cover appear to be preferred by this species. In Michigan, northern long-eared bats are associated with karst topography where they utilize small caves and crevices in limestone cliffs as hibernacula. After emerging from hibernation, northern long-eared bats will readily roost in trees, tree hollows, or bark crevices. During the summer, northern long-eared bats are not tied to a specific natural community type and will inhabit any forest with large trees that offer bark that is loose or has deep enough crevices to roost in. Northern long-eared bats do not appear to show preference for dead trees (as some bat species do) and readily roost in living trees. This species rarely roosts in human-made structures.

Management Recommendations

A primary limiting factor in their summer range has been the deforestation of mature forested habitats and the elimination of roost trees, which can be attributed to the cutting of large, dead trees for firewood. Forested habitat can be maintained by protecting mature, wooded areas, leaving large, dead trees standing, and maintaining wide vegetation buffer strips. Cutting of snags, canopy removal, and general land clearing activities for development, agriculture, and utility corridors should be avoided. All stone quarry activity around limestone cliffs pose a threat to this species and should be avoided.

White-nose syndrome has had a staggering impact on northern long-eared bat populations. As a result, this species was listed as threatened under the Endangered Species Act in April, 2015.

For more information, see the [Myotis septentrionalis](#) species page on the MNFI website.

Spotted turtle (*Clemmys guttata*)

Habitat

Known to occur in the area. Spotted Turtles require clean, shallow bodies of standing or slow-flowing water with muddy or mucky bottoms and aquatic or emergent vegetation. Although Spotted Turtles are

considered fairly aquatic, they are frequently found on land in open habitats, especially during mating and nesting seasons. In early spring, Spotted Turtles spend a great deal of time basking on logs, muskrat houses and grass or sedge hummocks. At night and during hot weather, they burrow under vegetation or into the soil or muddy bottoms of the wetland or crawl into mammal burrows. They overwinter in shallow water in the mud or in mammal burrows or lodges.

Management Recommendations

Spotted Turtles are characterized by late sexual maturity and low reproductive potential, suggesting that high annual survivorship of adults and juveniles is critical for maintaining a stable population. Extant populations and suitable wetland and nesting habitats should be protected and maintained. Increased protection of small, non-contiguous wetlands is important for maintaining sufficient habitat. Implementing minimum development setback distances, leaving buffer zones during agricultural and land management operations, maintaining good water quality and hydrologic integrity, minimizing the construction of roads in or near suitable wetlands, and minimizing the use of road salt near wetlands would be beneficial to this species. Maintaining suitable open upland nesting areas (e.g., through woody vegetation management) also would benefit this species. Altering the timing of land use activities (e.g., working in upland habitats during the winter between November and March when Spotted Turtles are hibernating in the water or wetland) could help minimize the potential for adverse impacts to this species. Predator control and on-site protection of nest sites may be warranted to increase reproductive success. Minimizing road mortality and removal/collection of turtles from the wild also would benefit Spotted Turtle populations. Providing connectivity among populations to allow for genetic exchange also is vital for preserving the long-term viability of this species.

For more information, see the [*Clemmys guttata*](#) species page on the MNFI website.

Species Comments for Table 2

No concerns. The occurrences are Historic and/or far removed from project site.

Codes to accompany tables

State Protection Status Code Definitions

E = Endangered

T = Threatened

SC = Special concern

Federal Protection Status Code Definitions

LE = listed endangered

LT = listed threatened

LELT = partly listed endangered and partly listed threatened

PDL = proposed delist

E(S/A) = endangered based on similarities/appearance

PS = partial status (federally listed in only part of its range)

C = species being considered for federal status

Global Heritage Status Rank Definitions (G RANK)

The priority assigned by [NatureServe](#)'s national office for data collection and protection based upon the element's status throughout its entire world-wide range. Criteria not based only on number of occurrences; other critical factors also apply. Note that ranks are frequently combined.

G1 = critically imperiled globally because of extreme rarity (5 or fewer occurrences range-wide or very few remaining individuals or acres) or because of some factor(s) making it especially vulnerable to extinction.

G2 = imperiled globally because of rarity (6 to 20 occurrences or few remaining individuals or acres) or because of some factor(s) making it very vulnerable to extinction throughout its range.

G3 = Either very rare and local throughout its range or found locally (even abundantly at some of its locations) in a restricted range (e.g. a single western state, a physiographic region in the East) or because of other factor(s) making it vulnerable to extinction throughout its range; in terms of occurrences, in the range of 21 to 100.

G4 = Apparently secure globally, though it may be quite rare in parts of its range, especially at the periphery.

G5 = Demonstrably secure globally, though it may be quite rare in parts of its range, especially at the periphery.

Q = Taxonomy uncertain

State Heritage Status Rank Definitions (S RANK)

The priority assigned by the Michigan Natural Features Inventory for data collection and protection based upon the element's status within the state. Criteria not based only on number of occurrences; other critical factors also apply. Note that ranks are frequently combined.

S1 = Critically imperiled in the state because of extreme rarity (5 or fewer occurrences or very few remaining individuals or acres) or because of some factor(s) making it especially vulnerable to extirpation in the state.

S2 = Imperiled in state because of rarity (6 to 20 occurrences or few remaining individuals or acres) or because of some factor(s) making it very vulnerable to extirpation from the state.

S3 = Rare or uncommon in state (on the order of 21 to 100

occurrences). S4 = apparently secure in state, with many occurrences.

S5 = demonstrably secure in state and essentially ineradicable under present conditions.

SX = apparently extirpated from state.

EO Rank Codes

Element Occurrence (EO) ranks refer to the viability or ecological integrity of the occurrence; they provide an assessment of the likelihood that if current conditions prevail the EO will persist for a defined period of time, typically 20-100 years.

- A - Excellent estimated viability/ecological integrity
- A? - Possibly excellent estimated viability/ecological integrity
- AB - Excellent or good estimated viability/ecological integrity
- AC - Excellent, good, or fair estimated viability/ecological integrity
- B - Good estimated viability/ecological integrity
- B? - Possibly good estimated viability/ecological integrity
- BC - Good or fair estimated viability/ecological integrity
- BD - Good, fair, or poor estimated viability/ecological integrity
- C - Fair estimated viability/ecological integrity
- C? - Possibly fair estimated viability/ecological integrity
- CD - Fair or poor estimated viability/ecological integrity
- D - Poor estimated viability/ecological integrity
- D? - Possibly poor estimated viability/ecological integrity
- E - Verified extant (viability/ecological integrity not assessed)
- F - Failed to find
- F? - Possibly failed to find
- H - Historical
- H? - Possibly historical
- X - Extirpated
- X? - Possibly extirpated
- U - Unrankable
- NR - Not ranked

Section 7 Comments for Rare Species Review #5237

Lenawee County Solar Project

Pallavi Sirajuddin
SWCA Environmental Consultants
200 West 22nd Street
Suite 220
Lombard, IL 60148

December 5, 2024

For projects involving Federal funding or a federal agency authorization

The following information is provided to assist you with Section 7 compliance of the Federal Endangered Species Act (ESA). The ESA directs all Federal agencies "to work to conserve endangered and threatened species. Section 7 of the ESA, called "Interagency Cooperation," is the means by which Federal agencies ensure their actions, including those they authorize or fund, do not jeopardize the existence of any listed species."

The project falls within the range of the following federally listed/proposed/candidate species which have been identified by the U.S. Fish and Wildlife Service (USFWS) to occur in **Lenawee County, Michigan**:

Federally Endangered

Indiana bat – there are known occurrences within 1.5 miles of the project. Indiana bats (*Myotis sodalis*) are found only in the eastern United States and are typically confined to the southern three tiers of counties in Michigan. Indiana bats that summer in Michigan winter in caves in Indiana and Kentucky. This species forms colonies and forages in riparian and mature floodplain habitats. Nursery roost sites are usually located under loose bark or in hollows of trees near riparian habitat. Indiana bats typically avoid houses or other artificial structures and typically roost underneath loose bark of dead elm, maple and ash trees. Other dead trees used include oak, hickory and cottonwood. Foraging typically occurs over slow-moving, wooded streams and rivers as well as in the canopy of mature trees. Movements may also extend into the outer edge of the floodplain and to nearby solitary trees. A summer colony's foraging area usually encompasses a stretch of stream over a half-mile in length. Upland areas isolated from floodplains and non-wooded streams are generally avoided.

Management and Conservation: Every March, the USFWS publishes [survey guidelines](#) to assist project proponents (both Federal and non-Federal) with conservation planning for Federally listed bats in Michigan. We strongly encourage project managers and their designated representatives to use the U.S. Fish and Wildlife Service (USFWS) online planning tool [Information for Planning and Consultation](#) (IPaC) to evaluate potential effects of proposed activities on listed bats and other Federally listed species in Michigan. Projects that complete consultation or coordination through IPaC automatically adhere to the recommendations provided in these guidelines and are not required to implement any additional conservation measures for listed bats.

Rayed bean mussel – there are known occurrences in the Raisin River. The federally and state endangered rayed bean mussel (*Villosa fabalis*) occurs in fine mud substrates and riffles among roots of aquatic vegetation. Limits of the breeding season are not known but gravid specimens have been found in May.

Management and Conservation: like other mussels, threats to the rayed bean include: natural flow alterations, siltation, channel disturbance, point and non-point source pollution, and exotic species. Maintenance or establishment of vegetated riparian buffers can help protect mussel habitats from many of their threats. Control of zebra mussels is critical to preserving native mussels. And as with all mussels, protection of their hosts habitat is also crucial.

Northern riffleshell – there are known occurrences in the Raisin River. The federal and state endangered northern riffleshell (*Epioblasma torulosa rangiana*) inhabits medium to large rivers in gravel riffles, where the water is highly

oxygenated. This species was formerly widespread in the Midwest, but it has declined in range by more than 95% and now exists in only eight to ten isolated populations, most of which are small and peripheral.

Conservation and Management: members of the genus *Epioblasma* seem to be particularly sensitive to impacts from impoundment, which include population fragmentation and streamflow alteration. Other threats include habitat destruction (e.g. channelization, dredging, bulkheading), exotic species introductions, siltation, pollution, and modified streamflows due to wetland loss, dam operation, and intensive landscape modification. The other two subspecies of *E. torulosa*, *E. torulosa torulosa* and *E. torulosa gubernaculum*, appear to have already gone extinct due to modification and degradation of river systems.

Northern long-eared bat – Northern long-eared bat (*M. septentrionalis*) numbers in the northeast US have declined up to 99 percent. Loss or degradation of summer habitat, wind turbines, disturbance to hibernacula, predation, and pesticides have contributed to declines in Northern long-eared bat populations. However, no other threat has been as severe to the decline as White-nose Syndrome (WNS). WNS is a fungus that thrives in the cold, damp conditions in caves and mines where bats hibernate. The disease is believed to disrupt the hibernation cycle by causing bats to repeatedly awake thereby depleting vital energy reserves. This species was federally listed in May 2015 primarily due to the threat from WNS.

There are known occurrences within 1.5 miles of the project. In addition, this activity occurs within the designated WNS zone (i.e., within 150 miles of positive counties/districts impacted by WNS).

Also called northern bat or northern myotis, this bat is distinguished from other *Myotis* species by its long ears. In Michigan, northern long-eared bats hibernate in abandoned mines and caves in the Upper Peninsula; they also commonly hibernate in the Tippy Dam spillway in Manistee County. This species is a regional migrant with migratory distance largely determined by locations of suitable hibernacula sites.

Northern long-eared bats typically roost and forage in forested areas. During the summer, these bats roost singly or in colonies underneath bark, in cavities or in crevices of both living and dead trees. Roost trees are selected based on the suitability to retain bark or provide cavities or crevices. Common roost trees in southern Lower Michigan include species of ash, elm and maple. Foraging occurs primarily in areas along woodland edges, woodland clearings and over small woodland ponds. Moths, beetles, and small flies are common food items. Like all temperate bats this species typically produces only 1-2 young per year.

Management and Conservation: Every March, the USFWS publishes [survey guidelines](#) to assist project proponents (both Federal and non-Federal) with conservation planning for Federally listed bats in Michigan. We strongly encourage project managers and their designated representatives to use the U.S. Fish and Wildlife Service (USFWS) online planning tool [Information for Planning and Consultation](#) (IPaC) to evaluate potential effects of proposed activities on listed bats and other Federally listed species in Michigan. Projects that complete consultation or coordination through IPaC automatically adhere to the recommendations provided in these guidelines and are not required to implement any additional conservation measures for listed bats.

Federally Threatened

Copperbelly water snake – there does not appear to be suitable habitat within 1.5 miles of the project. One of the larger snakes in Michigan, the federally threatened and state endangered copperbelly water snake (*Nerodia erythrogaster neglecta*) can grow to a length of 4-5 feet. Adult snakes are easily identified by their deep brown or black back which contrasts easily with the unmarked reddish-to-orange belly and chin.

Copperbelly water snakes are usually found in or near shrub swamps, ponds, lakes, oxbow sloughs, fens, and slow-moving streams. They can also be found in mature or second-growth woodlands and in more open habitats adjacent to wetland areas. In spring these snakes often inhabit the open edges of shallow ponds and buttonbush swamps and frequently bask on shoreline vegetation, muskrat lodges, or woody debris. When temperatures rise, and these seasonal waters begin to dry up in early summer, the snakes migrate to permanent waters (lake and stream edges), often using

fairly dry wooded or grassy upland corridors. They may become largely nocturnal during hot weather. As excellent swimmers, they hunt aquatic species including tadpoles, frogs, salamanders, insect larvae, and crayfish. In the spring, tadpoles seem to be especially tasty to hungry copper-bellied water snakes.

Management and Conservation: a copperbelly water snake travels often during spring, summer, and fall. It moves to different wetlands as water levels and food availability change and then travels to and from its hibernation site. When moving to various locations, these snakes are vulnerable to predators (e.g., skunks, raccoons, raptors, and snapping turtles), especially if the snakes must travel across cleared areas, such as roads, mowed areas and farmlands. The decline of this species can be attributed to habitat loss and fragmentation, collection for the pet trade and predation.

Conservation efforts should protect or create riparian corridors and habitat corridors between wetlands, protect existing and expand upland forest habitats, and reduce forest fragmentation. Permanently lowering water tables can cause seasonally inundated wetlands and hibernacula sites to become permanently dry which could lead to local population extirpations. Maintaining adequate prey base (i.e., mainly frogs) and shrub and log cover along the edge of wetlands for cover and thermoregulation also is crucial. Please inform field crews that snakes should not be killed, harmed, or harassed. Any copperbelly water snake sightings should be reported to this office.

Eastern massasauga rattlesnake (EMR) – there does not appear to be suitable habitat within 1.5 miles of the project. **The project falls outside Tier 1/Tier 2 EMR habitat** as designated by the U.S. Fish & Wildlife Service (USFWS). The federally threatened and state special concern Eastern massasauga rattlesnake (*Sistrurus catenatus*) is Michigan's only venomous snake and is found in a variety of wetland habitats including bogs, fens, shrub swamps, wet meadows, marshes, moist grasslands, wet prairies, and floodplain forests. Eastern massasaugas occur throughout the Lower Peninsula but are not found in the Upper Peninsula. Populations in southern Michigan are typically associated with open wetlands, particularly prairie fens, while those in northern Michigan are better known from lowland coniferous forests, such as cedar swamps. These snakes normally overwinter in crayfish or small mammal burrows often close to the groundwater level and emerge in spring as water levels rise. During late spring, these snakes move into adjacent uplands they spend the warmer months foraging in shrubby fields and grasslands in search of mice and voles, their favorite food.

Often described as "shy and sluggish", these snakes avoid human confrontation and are not prone to strike, preferring to leave the area when they are threatened. However, like any wild animal, they will protect themselves from anything they see as a potential predator. Their short fangs can easily puncture skin and they do possess potent venom. Like many snakes, the first human reaction may be to kill the snake, but it is important to remember that all snakes play vital roles in the ecosystem. Some may eat harmful insects. Others like the massasauga consider rodents a delicacy and help control their population. Snakes are also a part of a larger food web and can provide food to eagles, herons, and several mammals.

Management and Conservation: protection of extant populations and suitable wetland and adjacent upland habitats is crucial for successful conservation of the Eastern Massasauga. Maintaining or restoring open habitat conditions is critical for this species. Fragmentation of suitable wetland-upland habitat complexes by roads or other barriers should be avoided or minimized. Land management practices such as timber harvesting, mowing, disking or prescribed burning should be conducted in such a manner so as to minimize the potential for adverse impacts to massasaugas (e.g., conducting management activities during the snakes' inactive season (November through early March) or on days when snakes are less likely to be active on the surface during the active season). Protecting suitable hibernation sites also is critical.

USFWS Section 7 Consultation Technical Assistance can be found at:

<https://www.fws.gov/service/esa-section-7-consultation>

The website offers step-by-step instructions to guide you through the Section 7 consultation process with prepared templates for documenting "no effect" as well as requesting concurrence on "may affect, but not likely to adversely affect" determinations.

Please let us know if you have questions.

Michael Sanders
Environmental Review Specialist/Zoologist
Michigan Natural Features Inventory

From: Hoving, Christopher (DNR) <HOVINGC@michigan.gov>
Sent: Friday, August 22, 2025 5:03 PM
To: Carol Mcknight <Carol.Mcknight@swca.com>
Cc: Quarles, Mark <mark.quarles@rwe.com>; Cole, J Kevin <jkevin.cole@rwe.com>; Zachary Emery <Zachary.Emery@swca.com>; Aleyda Galan <aleyda.galan@swca.com>
Subject: RE: Request for consultation - Rouget Road Solar Farm, Lenawee County

Carol,

Given the locations of listed turtles and bats near the project area, I will need more information to determine if take is likely. Specifically, what set-backs are you proposing for wetlands in the project area, what fencing material are you using, and when in the calendar year would tree clearing occur?

Chris

Christopher Hoving, Ph.D.
Applied Research Section Supervisor
& Adaptation Specialist
Michigan Dept. of Natural Resources, Wildlife Division
517-930-7760 (call/text)
Michigan.gov/Wildlife
([name pronunciation](#)) ([he/him/his](#))

From: [Carol Mcknight](#)
To: [Hoving, Christopher \(DNR\)](#)
Cc: [Quarles, Mark](#); [Cole, J Kevin](#); [Zachary Emery](#); [Aleyda Galan](#)
Subject: RE: Request for consultation - Rouget Road Solar Farm, Lenawee County
Date: Friday, November 21, 2025 2:44:07 PM
Attachments: [Fig 3 Site Plan.pdf](#)
[image001.png](#)
[Fig 9 Water Resources Map.pdf](#)

Hello Christopher,

Thank you for your review. My response was delayed while as the site plan was updated to remove a direct impact to a wetland. Please see our responses to your request below:

Wetland Setbacks:

- We are currently proposing 50- foot setback from delineated features, to the extent practical, throughout the project area. This buffer is intended to minimize potential encroachment and provide additional protection for sensitive species and habitats. All stream and wetland crossing for electrical collection lines or utility lines will be completed using underground boring methods to avoid surface impacts. The bore holes will be located 50-feet from the edge of the wetland or stream. Exceptions to this setback are provided below.
 - Solar panels will overlap one EGLE confirmed non-jurisdictional wetland (WA010) that is present due to a leaking shallow groundwater well that has created a palustrine emergent wetland approximately 0.16 acre in size that was inundated to a depth of five inches at the time of the survey RWE will plug the well prior to construction, therefore removing the source of the wet conditions.
- The attached plans (Figure 9, Water Resources Map) show delineated wetlands and planned infrastructure.

Fencing Material:

- The project will be enclosed by perimeter security fencing designed in accordance with NEC requirements. This fencing will fully surround the project site to prevent unauthorized access, as mandated by federal regulations. To ensure compatibility with the surrounding agricultural landscape, the fencing will be designed and installed to comply with the most recent version of the NEC in effect as of November 29, 2024, or any applicable successor standard adopted by the MPSC. This design maintains a rural aesthetic while providing the necessary security.
- The fencing plan was designed to maintain corridors through the project along streams, drains, and wetlands, as shown on the attached plans.
- The final fence type, e.g. chain link, field fence/woven wire, etc., has not been determined. However, the fence will be wildlife friendly to allow for small wildlife movement.

Tree Clearing Timing:

- Approximately 7.96 acres of tree clearing is anticipated to occur between October 1 – March

31, which avoids the maternity and roosting season for listed bat species (April 1 – September 30). These conservation measures were derived from the [MI statewide Dkey standing analysis] to be consistent with an automated determination by USFWS's IPaC system that the activities are not likely to adversely affect listed bats.

- The attached plan (Figure 3, Site Plan) illustrates the tree clearing locations.
- As noted in the request for consultation letter, approximately 89 locations have been identified for proposed tree clearing.
 - The attached site plans illustrate the tree clearing locations.
 - These areas have been carefully selected to avoid high-quality roosting habitat for federally and state listed bat species.
 - The proposed tree removal will avoid large, contiguous forest blocks to minimize ecological disruption.
 - The proposed tree clearing will not fragment a connective corridor between two or more forest patches of at least 5 acres in size.

I am available to discuss further.

Thank you,

Carol

Carol McKnight
Principal Project Manager

SWCA Environmental Consultants
Lebanon, Ohio 45036
P 207.544.1021 | C 513.284.0152
carol.mcknight@swca.com



The contents of this email and any associated emails, information, and attachments are CONFIDENTIAL. Use or disclosure without sender's authorization is prohibited. If you are not an authorized recipient, please notify the sender and then immediately delete the email and any attachments.

Agency Consultation Log (Phone log)

Date: 01/22/2026

Time: 10:47 AM ET

Agency: Michigan Department of Natural Resources (MDNR)

Attendees (to the call): Aleyda Galan (SWCA), Chris Hoving (MDNR)

Topics Discussed:

SWCA followed up with MDNR. A voicemail was left requesting a return call and inquiring whether any additional information is needed to complete MDNR's review of the request.

Next Steps and Associated Timeline:

Await MDNR's response regarding whether additional information is needed to complete the request. If no response is received, SWCA should conduct another follow-up inquiry.

Agency Consultation Log (Phone log)

Date: 02/06/2026

Time: 1:01 PM ET

Agency: Michigan Department of Natural Resources (MDNR)

Attendees (to the call): Aleyda Galan (SWCA), Chris Hoving (MDNR)

Topics Discussed:

SWCA followed up with MDNR. A voicemail was left requesting a return call and inquiring whether any additional information is needed to complete MDNR's review of the request.

Next Steps and Associated Timeline:

Await MDNR's response regarding whether additional information is needed to complete the request. If no response is received, SWCA should conduct another follow-up inquiry.

Agency Consultation Log (Phone log)

Date: 03/10/2026

Time: 4:50 PM ET

Agency: Michigan Department of Natural Resources (MDNR)

Attendees (to the call): Aleyda Galan (SWCA), Chris Hoving (MDNR)

Topics Discussed:

SWCA followed up with MDNR. A voicemail was left requesting a return call and inquiring whether any additional information is needed to complete MDNR's review of the request.

Next Steps and Associated Timeline:

Await MDNR's response regarding whether additional information is needed to complete the request. If no response is received, SWCA should conduct another follow-up inquiry.

From: [Carol Mcknight](#)
To: ["Hoving, Christopher \(DNR\)"](#)
Cc: [Quarles, Mark](#); ["Cole, J Kevin"](#); [Aleyda Galan](#); [Allison McKenzie](#)
Subject: RE: Request for consultation - Rouget Road Solar Farm, Lenawee County
Date: Monday, April 13, 2026 12:07:00 PM
Attachments: [image001.png](#)

Hello Christopher,

Good morning. I am following up on the email below, provided November 21, 2025 regarding the Rouget Road Solar Project. Do you have any questions or if you would like to discuss further?

Thank you,
Carol

Carol McKnight
Principal Project Manager

SWCA Environmental Consultants
Lebanon, Ohio 45036
P 207.544.1021 | C 513.284.0152
carol.mcknight@swca.com

Upcoming PTO – April 10, 2026



The contents of this email and any associated emails, information, and attachments are CONFIDENTIAL. Use or disclosure without sender's authorization is prohibited. If you are not an authorized recipient, please notify the sender and then immediately delete the email and any attachments.

Agency Consultation Log (Phone Log)

Date: 04/24/2026

Time: 11:00 AM ET

Agency: Michigan Department of Natural Resources (MDNR)

Attendees (to the call): Aleyda Galan (SWCA), Chris Hoving (MDNR)

Topics Discussed:

SWCA followed up with MDNR. A voicemail was left requesting a return call and inquiring whether any additional information is needed to complete MDNR's review of the request.

Next Steps and Associated Timeline:

Await MDNR's response regarding whether additional information is needed to complete the request. If no response is received, SWCA should conduct another follow-up inquiry.

RE: Request for consultation - Rouget Road Solar Farm, Lenawee County

From Aleyda Galan <aleyda.galan@swca.com>

Date Wed 7/8/2026 13:38

To Carol Mcknight <Carol.Mcknight@swca.com>; Hoving, Christopher (DNR) <HOVINGC@michigan.gov>

Hi Christopher,

I hope you are doing well. I am reaching out to follow up on the email thread below. Please let me know if you have any questions or would like to schedule a meeting to discuss the Rouget Road Solar project.

Thank you,
Aleyda

Aleyda Galán, M.S. (*Ah-LAY-dah Gah-LAHN*) | she, her, Ms.
Lead Project Manager

SWCA Environmental Consultants

200 W 22nd Street

Suite 220

Lombard, IL, 60148

P: 630.705.1762 ext. 111627 | M: 713.418.0245

aleyda.galan@swca.com



Agency Consultation Log (Phone log)

Date: 07/31/2026

Time: 11:18 AM ET

Agency: Michigan Department of Natural Resources (MDNR)

Attendees (to the call): Christine Hartmann (SWCA), Chris Hoving (MDNR)

Topics Discussed:

SWCA followed up with MDNR. A voicemail was left requesting a return call and inquiring whether any additional information is needed to complete MDNR's review of the request.

Next Steps and Associated Timeline:

Await MDNR's response regarding whether additional information is needed to complete the request. If no response is received, SWCA should conduct another follow-up inquiry.

Agency Consultation Log (Phone log)

Date: 08/06/2026

Time: 10:45 AM ET

Agency: Michigan Department of Natural Resources (MDNR)

Attendees (to the call): Christine Hartmann (SWCA), Chris Hoving (MDNR)

Topics Discussed:

Christine left a voicemail for Chris at approximately 10:45AM EST this morning requesting an update on the Project. Chris returned the call shortly after 1:00 PM ET.

Chris indicated that he is currently working through a significant backlog, as his workload remained largely untouched while he was on detail for several months.

During the call, Chris began reviewing the project files to refresh his recollection of the issues associated with each site. Chris suggested that a meeting may be the most efficient way to discuss the outstanding issues associated with the Project rather than continuing back-and-forth email exchanges.

Next Steps and Associated Timeline:

Further coordination is anticipated to schedule a meeting(s) and discuss project-specific status updates and next steps.

Agency Consultation Log

Date: August 10, 2026

Time: 3:00 – 3:30pm EST

Agency: MDNR and SWCA

Attendees: Carol McKnight (SWCA), Aleyda Galan (SWCA), Christine Hartmann (SWCA), and Chris Hoving (MDNR)

Topics Discussed:

- Quick introductions by all
- Carol gave quick background on Rouget Road
 - 1,513 acres LOD
 - 7.96 acres aggregated tree clearing and avoiding high-quality roosting and contiguous forest blocks
 - One wetland created from an un-plugged well, will be plugged as part of the project
 - Primarily agricultural (1,471 acres)
 - 3 bats, bald eagle, eastern box turtle, some additional, rusty patched bb, and flora (all in Table 3 in Aug 5, 2025 submittal)
 - Bats may affect but not adversely, committed to clearing trees during hibernation period (Oct 1-Mar 31)
 - Setbacks, fencing, tree clearing - 50-foot setbacks on all wetlands and nearly all but not all streams
 - Fence not yet selected but will be wild-life friendly with 6-inch holes
- Chris did confirm SWCA went through MNFI and received their response/letter
 - Tree clearing - mitigation sounds good; no concerns
 - Box turtle concerns - 1980 siting - Chris will make mangagement recommendations for that
 - Spider turtle concerns - but mainly wetlands species - not too concerned

- These management recs would cover both turtles:
 - MDNR BMPs refer to the reptile/herb BMPs
 - Alert crews of presence of turtles, and not move any from project area, and not take any home
 - Fencing along forested areas (only wooded areas, not along the remaining perimeter), rec the bottom 2 feet to have chain-link fence or finer mess to keep smaller animals out
 - Another option would be to consider a several-hundred foot setback but people usually select the finer-mess fence instead
- Carol mentioned the Unanticipated Discovery Plan, including training component, for implementation prior to construction
- Carol shared map on screen and Chris identified spots within the LOD that would be suitable for partial finer-mess fencing
- Mark asked what acreage for habitat to use in estimations, and Chris indicated 20 acres
- Mark asked what the options were for a single-type of fencing; also Chris said there are wildlife fencing options that have two types of fencing that might be used if it can be flipped on end.
- Chris foresees deer activity in floodplains along rivers and will likely jump fences; sometimes can add berms on the inside of fence to help deer on jumping out of LOD

Next Steps and Associated Timeline:

Applicant to provide a letter summarizing the discussion and requested PA 233 response items for Chris's review and written response.

From: Carol Mcknight
Sent: Thursday, August 20, 2026 3:38 PM
To: Hoving, Christopher (DNR)
Cc: Quarles, Mark; Cole, J Kevin; Aleyda Galan; Drew Carson; Christine Hartmann; Hannah Apatang
Subject: RE: Request for consultation - Rouget Road Solar Farm, Lenawee County

Hello Chris,

Thank you for meeting with the RWE and SWCA team on August 10, 2026, to discuss the Rouget Road Solar Project. The discussion was helpful and provided valuable clarification regarding the project location, limits of disturbance, and species of concern. As requested, we are providing this email to confirm our understanding of the best management practices recommended for the Rouget Road Solar Project and to request MDNR's concurrence.

As a brief project update, SWCA reviewed prior submittals and correspondence with your office, including the August 7, 2025 (*MDNR Consultation Letter Rouget Road RWE PDF Package*) and the November 21, 2025 (*2025-1121 Request for Consultation – Rouget Road Solar Farm Lenawee County*). The August 7, 2025 submittal included SWCA's opinion of project effects. On August 22, 2025, you requested additional information regarding wetland setbacks, fencing material, and tree-clearing dates to determine whether take is likely for listed turtles and bats. The November 21, 2025 response provided that information.

Regarding wetlands, the project includes a single impact to non-jurisdictional wetland WA010, which was created by an unplugged water well. The wetland will no longer exist once the well is plugged as part of the project. No other wetlands, streams, or county drains will be directly impacted, and a 50-foot setback will be maintained from these features where practicable based on the project layout.

Regarding protected state species, we discussed the results of SWCA's prior desktop analysis, field habitat assessment, and opinion on effect, which were submitted to you on August 7, 2025. That analysis identified several state-protected species with the potential to occur, including evening bat, Indiana bat, northern long-eared bat, bald eagle, eastern box turtle, spotted turtle, and several listed plant and aquatic species. SWCA's analysis concluded that the project would have no effect on these species, except for potential impacts to bat species during the active season. To avoid take of bat species, RWE plans to remove trees only during the bat hibernation period (October 1–March 31), when bats are not expected to be present. You acknowledged this tree-removal approach as acceptable and stated that you had no additional concerns regarding tree clearing.

As noted during the call, the project was intentionally designed to maintain opportunities for wildlife movement throughout the area. Natural corridors, including streams, forested areas, and grassland habitats, provide connectivity across the landscape and access to the River Raisin. In addition, the fenced solar array sections are separated by at least 40 feet, creating open travel corridors that further facilitate wildlife movement between habitats within and adjacent to the project area.

You noted that wildlife-safe fencing is an effective conservation measure for many species because it allows movement through the area. However, you also noted that exclusionary fencing is more beneficial for turtles in areas with a higher likelihood of occurrence, such as those discussed during the call. You confirmed that this recommendation differs from MDNR's broader BMPs but is based on the greater benefit of keeping turtles out of areas where mowing and other activities could pose a risk. For protected turtles, you recommended using fencing with smaller openings along wooded areas that are approximately 20 acres or larger to discourage

eastern box turtles and spotted turtles from entering the fenced solar area. RWE plans to incorporate this type of fencing along applicable wooded areas to help mitigate that concern. RWE will also implement an Unanticipated Discovery Plan that includes pre-construction training for construction personnel. If turtles are found within the fenced area, personnel will be trained to follow the approved turtle-encounter protocol and not handle, relocate, or remove turtles unless directed to do so under that protocol.

Although outside the scope of T&E permitting, you additionally noted that deer movement may occur within the River Raisin floodplain areas of the project and suggested that an interior berm adjacent to the fence could help facilitate deer movement out of the project area. In response, RWE will construct wildlife escape berms into the final design at select location along portions of the perimeter fence adjacent to the River Raisin floodplain corridor, where deer movement is anticipated to be greatest.

Based on our discussion, RWE and SWCA request confirmation from MDNR that no T&E permitting will be required for the project provided the following measures are implemented:

- Tree clearing to occur during the bat hibernation period (October 1–March 31).
- Exclusionary fencing with finer mesh to be used to reduce turtle access in areas adjacent to large forest blocks (approximately 20 acres or larger).
- Construction crew training and implementation of the Unanticipated Discovery Plan to be used to address turtle-encounter protocols.

Please contact us if we have misinterpreted your responses during our telephone discussion or if you have any questions.

We appreciate your time and assistance and look forward to your response.

Thank you,

Carol

Carol McKnight
Principal Project Manager

SWCA Environmental Consultants
Lebanon, Ohio 45036
P 207.544.1021 | C 513.284.0152
carol.mcknight@swca.com



The contents of this email and any associated emails, information, and attachments are CONFIDENTIAL. Use or disclosure without sender's authorization is prohibited. If you are not an authorized recipient, please notify the sender and then immediately delete the email and any attachments.

From: Hoving, Christopher (DNR) <HOVINGC@michigan.gov>
Sent: Tuesday, August 25, 2026 1:34 PM
To: Carol Mcknight
Cc: Quarles, Mark; Cole, J Kevin; Aleyda Galan; Drew Carson; Christine Hartmann; Hannah Apatang
Subject: RE: Request for consultation - Rouget Road Solar Farm, Lenawee County

Follow Up Flag: Follow up
Flag Status: Flagged

Carol,

These notes accurately reflect our correspondence, and I confirm that risk to state threatened and endangered species is negligible if you abide by the tree clearing, fencing, and turtle encounter protocols below are followed.

Chris

Christopher Hoving, Ph.D.
Adaptation Specialist
Michigan Dept. of Natural Resources,
Wildlife Division
517-930-7760 (call/text)
Michigan.gov/Wildlife
([name pronunciation](#)) ([he/him](#))

"Far and away the best prize that life offers is the chance to work hard at work worth doing." – Former President of the United States Theodore Roosevelt

The majority of America wants action on climate change. The majority of America thinks we should regulate carbon dioxide as a pollutant. And the majority of America thinks we should prioritize solar and wind infrastructure over fossil fuels. – former US Secretary of the Interior Deb Haaland

It always seems impossible until it is done. – former President of South Africa Nelson Mandela

Department of Environment, Great Lakes and Energy (EGLE)

March 3, 2025: Email Correspondence

March 4, 2025: Email Correspondence

April 14, 2025: Email Correspondence

May 29, 2025: Email Correspondence

June 2, 2025: Email Correspondence

June 3, 2025: Email Correspondence

June 23, 2025: Pre-application Meeting Request submitted via MiEnviro Portal

June 25, 2025: Email Correspondence

June 26, 2025: Email Correspondence

July 8, 2025: Consultation Log

July 9, 2025: Email Correspondence

July 10, 2025: Email Correspondence

July 11, 2025: Email Correspondence

July 14, 2025: Email Correspondence

July 18, 2025: Email Correspondence

July 21, 2025: Email Correspondence

July 25, 2025: Email Correspondence and Meeting Minutes

July 28, 2025: Email Correspondence and Pre-application Letter Received
from EGLE

August 1, 2025: Email Correspondence

August 4, 2025: Email Correspondence

August 5, 2025: Email Correspondence

From: [Kirkpatrick, Kathryn \(EGLE\)](#)
To: [Zachary Emery](#)
Cc: [Steffler, Melinda \(EGLE\)](#); [Hartz, Andrew \(EGLE\)](#)
Subject: Re: Solar panel/farm permitting
Date: Tuesday, June 3, 2025 2:47:17 PM

Yes, pre-app meeting is still the better route for a couple jurisdictional calls.

When you complete the form, please include location information, any delineation documentation or site information you have, preliminary site plans, etc. and be sure to let the local processor know exactly what you're wanting to get out of the meeting. That will help them prepare and provide the best information they can!

Kathryn Kirkpatrick
Wetlands Policy Analyst
Water Resources Division | Wetland, Lakes and Streams Unit
Michigan Department of Environment, Great Lakes, and Energy
(517) 435 - 9014 | KirkpatrickK3@Michigan.gov
[Follow Us](#) | [Michigan.gov/EGLE](#)

From: Zachary Emery <Zachary.Emery@swca.com>
Sent: Tuesday, June 3, 2025 1:27 PM
To: Kirkpatrick, Kathryn (EGLE) <KirkpatrickK3@michigan.gov>
Cc: Steffler, Melinda (EGLE) <STEFFLERM@michigan.gov>; Hartz, Andrew (EGLE) <HARTZA@michigan.gov>
Subject: RE: Solar panel/farm permitting

**CAUTION: This is an External email. Please send suspicious emails to
abuse@michigan.gov**

Thank you for the guidance. We may have two isolated wetlands we would like you to review. Is a pre-app meeting still the way to go? The other one is .89-acres.

Cheers,
Zach

From: Kirkpatrick, Kathryn (EGLE) <KirkpatrickK3@michigan.gov>
Sent: Monday, June 2, 2025 3:48 PM
To: Zachary Emery <Zachary.Emery@swca.com>
Cc: Steffler, Melinda (EGLE) <STEFFLERM@michigan.gov>; Hartz, Andrew (EGLE) <HARTZA@michigan.gov>
Subject: Re: Solar panel/farm permitting

Hi Zach,

For a single wetland of this size, my recommendation is to schedule an onsite pre-app meeting instead of a WIP. That could be scheduled based on the local district permitter's availability, typically 2-4 weeks out during the summer.

If you were wanting to evaluate several farmed wetlands over a larger area or receive jurisdictional confirmation for a large project area, then a WIP report would be the better option. That could still be done this summer, but I don't have an exact idea on timeline. Likely 1 or 2 months.

Kathryn Kirkpatrick

Wetlands Policy Analyst

Water Resources Division | Wetland, Lakes and Streams Unit
Michigan Department of Environment, Great Lakes, and Energy

(517) 435 - 9014 | KirkpatrickK3@Michigan.gov

[Follow Us](#) | Michigan.gov/EGLE

From: Zachary Emery <Zachary.Emery@swca.com>

Sent: Thursday, May 29, 2025 9:40 AM

To: Kirkpatrick, Kathryn (EGLE) <KirkpatrickK3@michigan.gov>

Cc: Steffler, Melinda (EGLE) <STEFFLERM@michigan.gov>; Hartz, Andrew (EGLE) <HARTZA@michigan.gov>

Subject: RE: Solar panel/farm permitting

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Hi Kate,

Could you tell me if we would need a WIP or pre-application site visit for the attached isolated wetland? Could consultation for impacting this wetland be done without going through the WIP process? We were told the wetland was created from an uncapped groundwater well. What does the schedule look like for going through the WIP process if that is what's needed?

Thank you!

Zach

From: Kirkpatrick, Kathryn (EGLE) <KirkpatrickK3@michigan.gov>

Sent: Monday, April 14, 2025 10:51 AM

To: Zachary Emery <Zachary.Emery@swca.com>

Cc: Steffler, Melinda (EGLE) <STEFFLERM@michigan.gov>; Hartz, Andrew (EGLE) <HARTZA@michigan.gov>

Subject: Re: Solar panel/farm permitting

Hi Zach,

Yes — If the county drain is also a regulated stream, you would need local authority and a permit under Part 301 for any structures/construction work in the stream. We have GP and MP permit categories for typical culvert projects in regulated streams I recommend you look at more closely: <https://www.michigan.gov/egle/about/organization/water-resources/wetlands/permit-categories>

It would be the same application process at the wetland permitting. You can apply for all project-related wetland, stream, and floodplain impacts under the same Joint Permit Application. The same permit review criteria of avoidance and minimization would apply under Part 301 as it does Part 303.

-Kate

From: Zachary Emery <Zachary.Emery@swca.com>

Sent: Monday, April 14, 2025 11:40:32 AM

To: Kirkpatrick, Kathryn (EGLE) <KirkpatrickK3@michigan.gov>

Cc: Steffler, Melinda (EGLE) <STEFFLERM@michigan.gov>; Hartz, Andrew (EGLE) <HARTZA@michigan.gov>

Subject: RE: Solar panel/farm permitting

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Hi Kathryn,

I'm wondering if you could answer another question for me. What is the permitting process for a stream that is also a county drain? If we were to install a culvert on that stream would we need to permit through both the county drain commission and EGLE?

Thanks,
Zach

From: Kirkpatrick, Kathryn (EGLE) <KirkpatrickK3@michigan.gov>
Sent: Tuesday, March 4, 2025 9:48 AM
To: Zachary Emery <Zachary.Emery@swca.com>
Cc: Steffler, Melinda (EGLE) <STEFFLERM@michigan.gov>; Hartz, Andrew (EGLE) <HARTZA@michigan.gov>
Subject: Re: Solar panel/farm permitting

Hi Zach,

Installation of solar arrays in wetland is a regulated permanent impact for the entire area of the array, whether the wetland is graded or not. It would require an application under the Individual Permit review process. Please note, however, that it is very difficult for EGLE to issue a permit for solar arrays within wetland due to our statutory review criteria and the high likelihood that there are feasible and prudent alternatives. It is typically more beneficial for the applicant to spend effort on avoidance and minimization of impacts than to propose arrays within wetland.

To work through the MPSC process, we have been told that the pre-application meeting process with EGLE is sufficient. We do not have another process to meet that MPSC requirement at this time.

Hopefully that helps. Let me know if you'd like to discuss further,

Kate

From: Zachary Emery <Zachary.Emery@swca.com>
Sent: Tuesday, March 4, 2025 10:05 AM
To: Kirkpatrick, Kathryn (EGLE) <KirkpatrickK3@michigan.gov>; Hartz, Andrew (EGLE) <HARTZA@michigan.gov>
Cc: Steffler, Melinda (EGLE) <STEFFLERM@michigan.gov>
Subject: RE: Solar panel/farm permitting

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Hi Andy and Kate,

Thank you for your responses.

I have a few follow up questions. Our understanding is that EGLE views posts for the solar panels in

a wetland as an impact. Can you confirm this? If a wetland were to be grated and solar panels installed, an individual permit would be required, correct? Would it also require an individual permit solar panels were installed with no grating being done?

We are currently working to permit a solar project through the new MPSC process. Is there a new or different process for coordination with EGLE? The project is currently avoiding all wetland impacts. Would this still just require the pre application meeting, site visit, and pre-application letter?

Thank you,
Zach

From: Kirkpatrick, Kathryn (EGLE) <KirkpatrickK3@michigan.gov>
Sent: Monday, March 3, 2025 9:04 AM
To: Hartz, Andrew (EGLE) <HARTZA@michigan.gov>; Zachary Emery <Zachary.Emery@swca.com>
Cc: Steffler, Melinda (EGLE) <STEFFLERM@michigan.gov>
Subject: Re: Solar panel/farm permitting

Thanks, Andy!

I would just add that I would strongly recommend starting with the pre-application meeting with the local staff person. We would discuss the proposed project in more detail and provide information on any concerns EGLE has with the information we are provided at the time. Impacts to resources must be avoided or minimized to the greatest extent. Arrays should be situated outside of wetland boundaries, including farmed wetland (which must be delineated and included on site plans with any application submission). A pre-application letter is sent as a follow up and that has been satisfying the MPSC requirement for coordination with EGLE.

If you are looking for a No Permit Required, a site visit for the pre-application meeting should be scheduled, but this typically must be done in the growing season. If you have any additional questions, please feel free to give me a call.

Thank you,

Kate

Kathryn Kirkpatrick
Wetlands Policy Analyst
Water Resources Division | Wetland, Lakes and Streams Unit
Michigan Department of Environment, Great Lakes, and Energy
(517) 435 - 9014 | KirkpatrickK3@Michigan.gov
[Follow Us](#) | Michigan.gov/EGLE

From: Hartz, Andrew (EGLE) <HARTZA@michigan.gov>
Sent: Monday, March 3, 2025 9:50 AM
To: Zachary.Emery@swca.com <Zachary.Emery@swca.com>
Cc: Kirkpatrick, Kathryn (EGLE) <KirkpatrickK3@michigan.gov>; EGLE-assist <[EGLE-](#)

assist@michigan.gov>; Steffler, Melinda (EGLE) <STEFFLERM@michigan.gov>

Subject: Solar panel/farm permitting

Zachary-

Your inquiry about solar farm permitting has reached me. I presume your inquiring about wetland, lake and stream impacts. We don't have any designated categories of minor permits or general permits that speak to solar panels/farms. Any impact to those areas at one site can be handled in one permit application.

[Wetlands](#)

Under permits, see the link about minor and general permit categories. Also see the MiEnvrio information page. That is the online system under which permit applications are submitted and processed.

CC'd above is Kathryn (Kate) Kirkpatrick, a Lansing staff person in our wetlands unit that assists with utility projects. She may have more to add. Look all this over and let us know if you have further questions. Sometimes a no permit required letter can be handled under a pre-application meeting process, see that link at the wetlands page, but there are limitations to that. ...Andy

Andrew J. Hartz

Michigan Department of Environment, Great Lakes and Energy (EGLE)

District Supervisor

Water Resources Division

Resource Unit(Wetlands, Lakes & Streams)

27700 Donald Court

Warren MI 48092

248 752 7082 Cell phone

Zachary Emery

From: Fleszewski, Grace (EGLE) <FleszewskiG@michigan.gov>
Sent: Friday, July 25, 2025 10:12 AM
To: Logan Jones
Cc: Orlor, Maddie (EGLE); Carol Mcknight; Quarles, Mark
Subject: RE: Thank you for submitting a pre-application meeting request - HQD-3J9H-R39EA

Hi Logan,

I have finished writing the pre-application letter, and it is currently in the final stages of processing. If you would like, I would be happy to have a call today to discuss the findings. I am available from now to noon and from 3:30 PM EST to 4:30 PM EST. Please don't hesitate to call me during these times with the contact information provided in my email signature.

Kind regards,

Grace Fleszewski ([she/her/hers](#))
Environmental Quality Analyst
Department of Environment, Great Lakes, and Energy (EGLE)
517-257-7110 | FleszewskiG@Michigan.gov



From: Logan Jones <Logan.Jones@swca.com>
Sent: Friday, July 25, 2025 10:34 AM
To: Fleszewski, Grace (EGLE) <FleszewskiG@michigan.gov>
Cc: Orlor, Maddie (EGLE) <OrlerM@michigan.gov>; Carol Mcknight <Carol.Mcknight@swca.com>; Quarles, Mark <mark.quarles@rwe.com>
Subject: RE: Thank you for submitting a pre-application meeting request - HQD-3J9H-R39EA

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Hello Grace,

I wanted to follow up regarding the pre-application letter and when we might receive it by.

Thank you.

Logan Jones
Associate Project Environmental Scientist

SWCA Environmental Consultants
200 W 22nd Street
Suite 220

Lombard, IL, 60148

P: 630.705.1762 | D: 1.602.274.3831 ext:111462 | C: 269.921.1014

logan.jones@swca.com



From: Fleszewski, Grace (EGLE) <FleszewskiG@michigan.gov>

Sent: Monday, July 21, 2025 9:27 AM

To: Logan Jones <Logan.Jones@swca.com>

Cc: Orlor, Maddie (EGLE) <OrlerM@michigan.gov>; Carol Mcknight <Carol.Mcknight@swca.com>; Quarles, Mark <mark.quarles@rwe.com>

Subject: RE: Thank you for submitting a pre-application meeting request - HQD-3J9H-R39EA

Good morning Logan,

I am sincerely sorry for the delay. I plan to write your pre-application letter today and to send it over to our secretary.

Kind regards,

Grace Fleszewski ([she/her/hers](#))

Environmental Quality Analyst

Department of Environment, Great Lakes, and Energy (EGLE)

517-257-7110 | FleszewskiG@Michigan.gov



From: Logan Jones <Logan.Jones@swca.com>

Sent: Friday, July 18, 2025 3:12 PM

To: Fleszewski, Grace (EGLE) <FleszewskiG@michigan.gov>

Cc: Orlor, Maddie (EGLE) <OrlerM@michigan.gov>; Carol Mcknight <Carol.Mcknight@swca.com>; Quarles, Mark <mark.quarles@rwe.com>

Subject: RE: Thank you for submitting a pre-application meeting request - HQD-3J9H-R39EA

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Hello Grace, wanted to follow up with you regarding the determination of the potential wetland we discuss during the pre-application meeting. When can we expect a determination on area of concern?

Thank you,

Logan Jones

Associate Project Environmental Scientist

SWCA Environmental Consultants

200 W 22nd Street

Suite 220

Lombard, IL, 60148

P: 630.705.1762 | D: 1.602.274.3831 ext:111462 | C: 269.921.1014

logan.jones@swca.com



From: Fleszewski, Grace (EGLE) <FleszewskiG@michigan.gov>

Sent: Monday, July 14, 2025 3:48 PM

To: Logan Jones <Logan.Jones@swca.com>

Cc: Hailey Preston <Hailey.Preston@swca.com>; Orler, Maddie (EGLE) <OrlerM@michigan.gov>

Subject: FW: Thank you for submitting a pre-application meeting request - HQD-3J9H-R39EA

Hi Logan,

I appreciate you sending me the updated site plans and pictures of the soil borings. I will review the materials with my supervisor tomorrow and get back to you once I know more.

Kind regards,

Grace Fleszewski ([she/her/hers](#))

Environmental Quality Analyst

Department of Environment, Great Lakes, and Energy (EGLE)

517-257-7110 | FleszewskiG@Michigan.gov



From: Logan Jones <Logan.Jones@swca.com>

Sent: Monday, July 14, 2025 2:23 PM

To: Fleszewski, Grace (EGLE) <FleszewskiG@michigan.gov>

Cc: Hailey Preston <Hailey.Preston@swca.com>; Orler, Maddie (EGLE) <OrlerM@michigan.gov>

Subject: RE: Thank you for submitting a pre-application meeting request - HQD-3J9H-R39EA

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Hello Grace please find attached the photos from UD004 and UD005.

Also please find attached the updated site plans that avoid WA007 and fill in WA010.

I can also hop on a call to discuss the field data if you would like.

Thank you,

Logan Jones

Associate Project Environmental Scientist

SWCA Environmental Consultants

200 W 22nd Street

Suite 220

Lombard, IL, 60148

P: 630.705.1762 | D: 1.602.274.3831 ext:111462 | C: 269.921.1014

logan.jones@swca.com



From: Fleszewski, Grace (EGLE) <FleszewskiG@michigan.gov>

Sent: Friday, July 11, 2025 2:50 PM

To: Logan Jones <Logan.Jones@swca.com>

Cc: Hailey Preston <Hailey.Preston@swca.com>; Orler, Maddie (EGLE) <OrlerM@michigan.gov>

Subject: RE: Thank you for submitting a pre-application meeting request - HQD-3J9H-R39EA

Good afternoon Logan,

I'm writing to provide you with a summary of the on-site pre-application meeting that took place on Tuesday, July 8th, 2025. Since you have stated that the applicant would like to avoid wetland impacts, I am waiting to send the official Pre-Application Meeting Letter until after I have received updated site plans.

During the meeting, we discussed the jurisdictional status of wetlands WA007, WA010, and the potential undocumented wetland to the East of WA010. I have additional information about each of the locations below.

WA007:

- This wetland was determined to be jurisdictional. The wetland that is mapped on the site plans is connected to the wetland that runs along the West side of Humphrey Rd. This wetland is within 500' of a stream.

WA010

- This wetland was determined not to be jurisdictional due to its size, location, and hydrologic isolation.

The potential wetland located to the East of WA010:

- Aerial Review
 - Aerial imagery from June 2022 and March 2023 shows saturation visible on aerial imagery.



○



○

- On-Site Assessment
 - A quick look at on-site vegetation during our field visit showed that some plants that are known to occur in both wetlands and uplands were present, including the following:
 - *Persicaria setacea* (FAC)
 - *Phalaris arundinacea* (FACW)
 - On-site assessment also showed that plant stress was present, that the geomorphic position of the potential wetland was lower than the surrounding upland, and that rutting had occurred in the past.

At this time, a jurisdictional decision has not been made for the potential wetland located to the East of WA010. I was wondering if you had pictures of the soil profiles measured at the recent

survey locations? If so, could you please send them to me? I'm most interested in pictures of the soil at UD004 and UD005.

Like I had stated earlier, the decision on whether a permit would be required will depend on the updated site plans that are provided. I will be scheduling a time to discuss the status of the potential wetland to the East of WA010 with my colleagues and will get back to you once I have more information.

Kind regards,

Grace Fleszewski ([she/her/hers](#))
Environmental Quality Analyst
Department of Environment, Great Lakes, and Energy (EGLE)
517-257-7110 | FleszewskiG@Michigan.gov



From: Fleszewski, Grace (EGLE)
Sent: Thursday, July 10, 2025 9:31 AM
To: Logan Jones <Logan.Jones@swca.com>
Cc: Hailey Preston <Hailey.Preston@swca.com>
Subject: RE: Thank you for submitting a pre-application meeting request - HQD-3J9H-R39EA

Hi Logan,

Thank you for sending this information over to me! I will review the field forms and get back to you with an email summarizing our meeting by the end of the day tomorrow.

Kind regards,

Grace Fleszewski ([she/her/hers](#))
Environmental Quality Analyst
Department of Environment, Great Lakes, and Energy (EGLE)
517-257-7110 | FleszewskiG@Michigan.gov



From: Logan Jones <Logan.Jones@swca.com>
Sent: Wednesday, July 9, 2025 4:19 PM
To: Fleszewski, Grace (EGLE) <FleszewskiG@michigan.gov>
Cc: Hailey Preston <Hailey.Preston@swca.com>
Subject: RE: Thank you for submitting a pre-application meeting request - HQD-3J9H-R39EA

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Hello Grace,

Thank you for meeting in the field for the Pre-Application Meeting. Per our conversation in the field, we conducted further field delineation regarding the area of concern. We collected 5 data points around the area of concern we discussed. I have attached those along with a screen shot of the data point locations.



Is there any more information you would need from us regarding this area of concern?

Thank you,

Logan Jones

Associate Project Environmental Scientist

SWCA Environmental Consultants

200 W 22nd Street

Suite 220

Lombard, IL, 60148

P: 630.705.1762 | D: 1.602.274.3831 ext:111462 | C: 269.921.1014

logan.jones@swca.com



Agency Consultation Log

Date: 07/08/2025

Time: 1: 00 PM - 2:00 PM EST

Agency: Department of Environment, Great Lakes, and Energy (EGLE)

Attendees :

- Logan Jones SWCA
- Grace Fleszwski (EGLE)
- Maddie Orler (EGLE)

Topics Discussed:

- Pre- application Meeting to review WA007 and WA010 jurisdictional status.
 - WA007 was determined to be an EGLE protected feature.
 - WA010 was determined to be an Isolated wetland with no jurisdiction.
- Discovered an Unknown wetland by EGLE and investigated while on site with Grace and Maddie.

Next Steps and Associated Timeline:

- Need to delineate unknow wetland that EGLE believes is a jurisdictional wetland.
- Provide updated data sheets and maps for EGLE to review.
- Complete by 8/01/2025.

- SWCA will set up a pre-application meeting with EGLE and continue coordination if there will be impacts to any regulated streams/county drains.

Pre-Application Meeting Request Part 301 (Inland Lakes and Streams), Part 303 (Wetlands Protection)

version 2.2

(Submission #: HQD-3J9H-R39EA, version 1)

Digitally signed by:
MiEnviro Portal
Date: 2025.06.23 13:44:00 -04:00
Reason: Submission Data
Location: State of Michigan

Details

Submission ID HQD-3J9H-R39EA

Form Input

Applicant Information

The name of the company OR individual requesting any type of authorization must be provided as part of the contact information below.

Applicant Information

Prefix

NONE PROVIDED

First Name

Last Name

Kevin

Cole

Title

Development Manager

Organization Name

RWE Renewables Americas, LLC

Phone Type

Number

Extension

Mobile

5177457546

Email

Jkevin.cole@rwe.com

Fax

NONE PROVIDED

Address

353 N Clark Street 30th Floor

Chicago, IL 60654

United States

Applicant's Additional Roles:
Contractor

Contact Information (1 of 1)

Contact Information

Prefix

NONE PROVIDED

First Name

Logan

Last Name

Jones

Title

NONE PROVIDED

Organization Name

SWCA

Phone Type

Mobile

Number

2699211014

Extension

Email

logan.jones@swca.com

Fax

NONE PROVIDED

Address

200 22nd St

Lombard, Illinois 85012

United States

Contact Type:

Agent

Contractor

Site/Project Information

Site Location

41.86328565835828,-83.96074549275204

Site/Project Address

5310 US-223

Palmyra, Michigan 49268

General Information

Project/Site Specific Information

Please provide the following details about the proposed project. If needed, you can submit additional information or supporting documentation via the "Additional Documents" upload option at the bottom of this section.

Project Description:

Large Scale Solar Project across multiple parcels. Avoiding wetlands at all costs and no impacts are anticipated.

Estimated Total Project Area in Acres:

1560

Estimated Impact Acreage:

0

Estimated Cubic Yards of Fill:

0

Waterbody Name:

NONE PROVIDED

Wetlands Involved?

Unsure

Wetland Delineation Conducted?

Yes

Lakes or Streams involved?

No

Floodplains Involved?

No

Other resources involved?

No

Plans and Maps

Rouget Road WDR 06.03.2025.pdf - 06/23/2025 12:52 PM

ExhibitsA_1_1a4-7.pdf - 06/23/2025 01:35 PM

Comment

NONE PROVIDED

Additional Documents

NONE PROVIDED

Comment

NONE PROVIDED

Meeting Details and Fee Calculation**The meeting is requested to be held at the:**

Project Site

Who should EGLE contact if we have questions?

Agent

Proposed project area to be reviewed in the preapplication meeting (acres):

1.05

Is the pre-application meeting for a single family residential lot less than one acre in size?

No

For more information about pre-application meetings, including fee calculations, please visit the [Pre-application Meeting](#) web page.

Fees

For more information about pre-application meetings, including fee calculations, please visit the [Pre-application Meeting](#) web page.

Fee Amount Due:

\$300.00

Is the applicant or landowner a State of Michigan Agency?

No

From: Fleszewski, Grace (EGLE) <FleszewskiG@michigan.gov>
Sent: Thursday, June 26, 2025 3:29 PM
To: Logan Jones <Logan.Jones@swca.com>; Jkevin.cole@rwe.com
Subject: RE: Thank you for submitting a pre-application meeting request - HQD-3J9H-R39EA

Hi Logan,

Thank you for confirming the appointment time and for sending over the project details! I look forward to our upcoming meeting.

Kind regards,

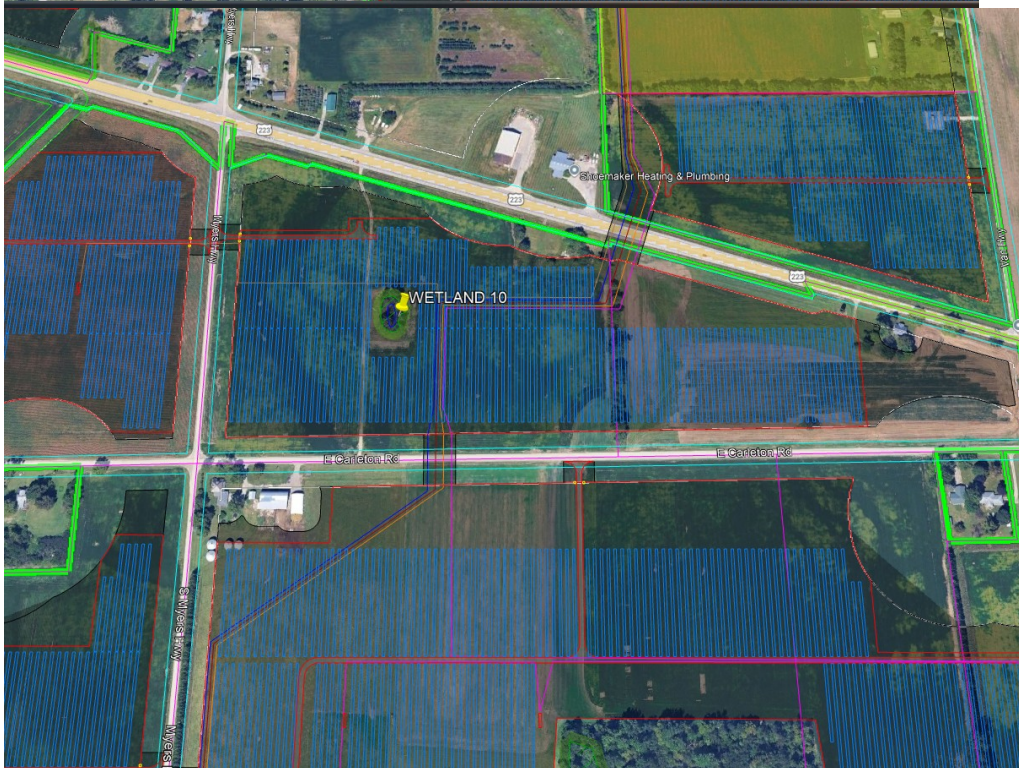
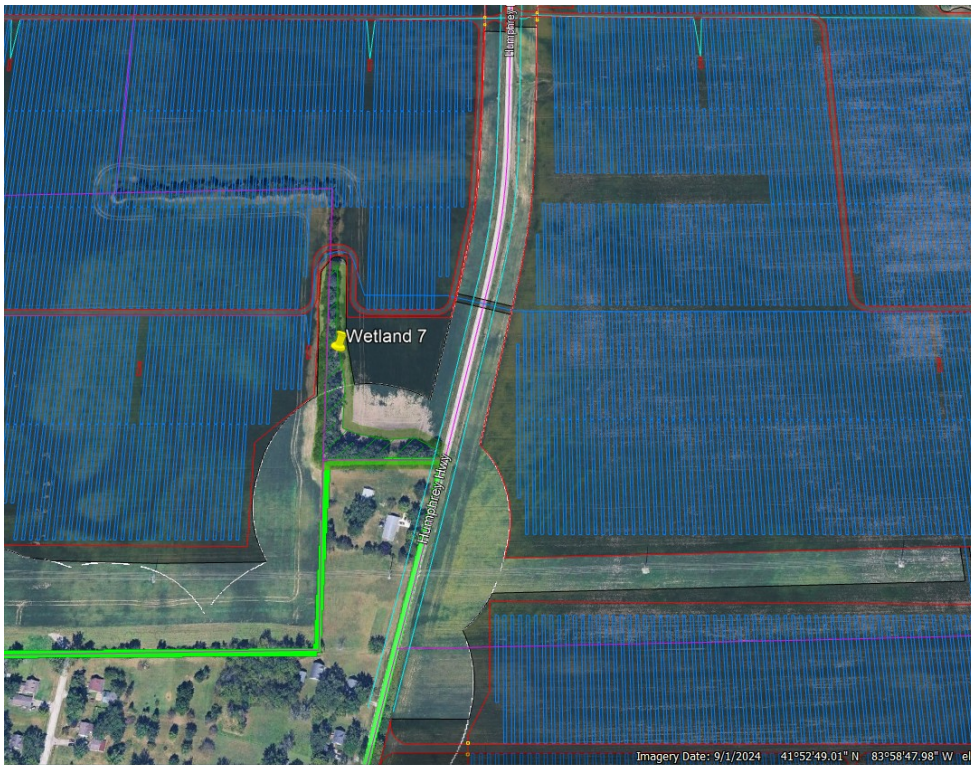
Grace Fleszewski ([she/her/hers](#))
Environmental Quality Analyst
Department of Environment, Great Lakes, and Energy (EGLE)
517-257-7110 | FleszewskiG@Michigan.gov



From: Logan Jones <Logan.Jones@swca.com>
Sent: Thursday, June 26, 2025 3:22 PM
To: Fleszewski, Grace (EGLE) <FleszewskiG@michigan.gov>; Jkevin.cole@rwe.com
Subject: RE: Thank you for submitting a pre-application meeting request - HQD-3J9H-R39EA

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Hello Grace, July 8th at 1p.m. works for me to meet on site. Please see attached the KMZ files for the project with more details and the limits of disturbance. The two wetlands in question are wetlands 7 and 10 please see attached photos below regarding these.



We can meet at Wetland 7 off Humphrey Highway. If you need anything else, please let me know.

Thank you,

Logan Jones
Associate Project Environmental Scientist

SWCA Environmental Consultants

200 W 22nd Street

Suite 220

Lombard, IL, 60148

P: 630.705.1762 | D: 1.602.274.3831 ext:111462 | C: 269.921.1014

logan.jones@swca.com



From: Fleszewski, Grace (EGLE) <FleszewskiG@michigan.gov>

Sent: Wednesday, June 25, 2025 8:45 AM

To: jkevin.cole@rwe.com; Logan Jones <Logan.Jones@swca.com>

Subject: Thank you for submitting a pre-application meeting request - HQD-3J9H-R39EA

Good morning,

Thank you for submitting a request for a Pre-Application meeting for your solar project. You have requested to meet onsite at the project location. The following dates are currently available:

Wednesday, July 2nd

- 10:00 AM
- 11:00 AM
- 12:00 AM
- 1:00 PM
- 2:00 PM

Tuesday, July 8th

- 10:00 AM
- 11:00 AM
- 12:00 AM
- 1:00 PM
- 2:00 PM

Please let me know if any of these appointment dates and times work will work for you and who will be in attendance. Please also let me know of a specific location (landmarks, vehicle being driven, etc.) to meet you at on-site.

Kind regards,

Grace Fleszewski ([she/her/hers](#))

Environmental Quality Analyst

Water Resources Unit, Water Resources Division

Department of Environment, Great Lakes, and Energy (EGLE)

517-257-7110 | FleszewskiG@Michigan.gov

Michigan.gov/EGLE | [Connect with us!](#)



EGLE Consultation Log

Date: July 25, 2025

Time: 3:30 – 4:30pm

Agency: Michigan EGLE

Attendees: Grace Fleszewski (EGLE), Carol McKnight, Logan Jones, Zach Emery, Kevin Cole (RWE), Mark Quarles (RWE)

Topics Discussed: Grace's Summary of pre-application meeting:

- WA 010 is not jurisdictional, not close enough to other wetlands and size was too small
- WA007 is jurisdictional connects to ditch on left side of road
- Before pre-app meeting Grace's colleague Maddie saw visual surface saturation on aerial north of East Carlton Road. On site it was confirmed to be lower in topography and facultative wet plants were in area
- Logan completed additional datasheets within the area. Some areas looked borderline for wetland. Grace acknowledged that it is a complex area
- There is potentially a surface channel that connects northern potential wetland to southern forested wetland
- Recommend getting assistance from WIP Wetland Identification Program
- Size alone doesn't make the potential wetland jurisdictional, but it may connect to larger wetland to the south which would make it jurisdictional

What is the timeline for a WIP review?

- Timeline for availability - in general it takes 1.5 months during growing season to go out to field, map, and complete determinations

Does boring under streams/county drains require a permit? Are there regulations on boring width?

- Don't need a general permit for boring provided the utility exemption conditions are followed
- Grace will send a follow up email with everything we need to meet exemption for boring width
- Many options for the potential wetland. Will require a full WIP review.

Can we just get WIP on the potential wetland?

- Yes, we can just get WIP on area of concern

Does the State of Michigan have a required setback on wetlands?

- The State of Michigan relies on wetland/upland boundary. No state setback required
- EGLE can regulate the wetland but not the upland

What is the general timeline on General and Minor Permits?

- General and Minor Permits typically take 90 days or less. Review of applications is first come first serve, GP usually have the lowest impacts and are the fastest, MPs take a little longer because they may have to reach out to specialist
- GP and MP timeline depends on how many permits have been submitted. But still faster than an individual permit.

Next Steps and Associated Timeline:

- Per Grace's recommendation, SWCA will complete another site visit to review the area south of E. Carlton Road that may have transitioned to a wetland.
- Until a WIP is completed by Keto (wetland lead from EGLE) to determine if the area is a jurisdictional wetland, RWE will continue with the current layout which has panels area under review. Additionally, if SWCA's site visit provides documentation that the area has transitioned to a wetland, RWE could choose to remove panels from the area and not obtain a WIP.

From: Coffey, Kristina (EGLE) <COFFEYK@michigan.gov>

Sent: Monday, July 28, 2025 11:54 AM

To: Cole, J Kevin <JKevin.Cole@rwe.com>

Cc: Logan Jones <Logan.Jones@swca.com>; Orlor, Maddie (EGLE) <OrlorM@michigan.gov>; Fleszewski, Grace (EGLE) <FleszewskiG@michigan.gov>

Subject: [EXT] EGLE Preapplication Letter - HQD-3J9H-R39EA

[EXTERNAL SENDER **]:**

Do not click links, open attachments or enter your ID/Password unless you recognize the sender and certain the content is safe. **If anything appears suspicious, report it.** Consider the following before taking action: Were you expecting this email? Can you verify the sender? Are the grammar and spelling correct? Does the content or request make sense?

[EXTERNER ABSENDER **]:**

Klicken Sie nicht auf Links, öffnen Sie keine Anhänge und geben Sie Ihre ID/Ihr Kennwort nur dann ein, wenn Sie den Absender erkennen und sicher sind, dass der Inhalt sicher ist. **Wenn Ihnen etwas verdächtig vorkommt, melden Sie es.** Beachten Sie Folgendes, bevor Sie Maßnahmen ergreifen: Hatten Sie diese E-Mail erwartet? Können Sie den Absender verifizieren? Sind Grammatik und Rechtschreibung korrekt? Ergibt der Inhalt oder die Aufforderung einen Sinn?

Dear Kevin Cole:

Please see the attached EGLE correspondence for your records.

If you have any questions, please contact Grace Fleszewski directly at FleszewskiG@Michigan.gov or 517-257-7110.

Thank you,

Kris Coffey, Secretary
Water Resources Division/Jackson District Office
Michigan Department of Environment, Great Lakes, and Energy
517-243-3109 | CoffeyK@Michigan.gov
[Follow Us](#) | [Michigan.gov/EGLE](#)



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION



PHILLIP D. ROOS
DIRECTOR

July 28, 2025

VIA EMAIL

Kevin Cole
RWE Renewables Americas, LLC
353 North Clark Street, 30th Floor
Chicago, Illinois 60654

Dear Kevin Cole:

SUBJECT: Preapplication Meeting
Site Name: 46-Rouget Road Solar-Palmyra
Submission Number: HQD-3J9H-R39EA
T07S, R04E, Section 16, Adrian Township, Lenawee County

This letter is a follow up to our July 8, 2025, preapplication meeting regarding the proposed project in Palmyra, Lenawee County. The purpose of a preapplication meeting is to provide you with information that will clarify the permit process, answer preliminary questions about your specific project in order to avoid delays at a later date, and to determine, if possible, the need for wetland or inland lakes and streams permits.

During this meeting, we reviewed the need to obtain a permit under Part 301, Inland Lakes and Streams; and Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). The review was based on discussion of the proposed project and/or draft permit application, the proposed site, and potential modifications to the project discussed during our meeting.

During the review of the project site, the Michigan Department of Environment, Great Lakes, and Energy's (EGLE) Water Resources Division (WRD) made the following findings regarding the need for a permit under Part 301, Inland Lakes and Streams; and Part 303, Wetlands Protection, of the NREPA:

☒ It cannot be determined whether a permit is required given the information presented at this time.

This determination is based on the project plan prepared by SWCA Environmental Consultants and dated July 14, 2025, along with other information provided at the time of this meeting only. Provided that the proposed project and location are not altered, this determination is binding on EGLE for a period of two years from the date of this meeting.

During the meeting, we also discussed a number of issues related to the project, including the following:

- During the meeting, we discussed the jurisdictional status of wetlands WA007, WA010, and the potential undocumented wetland to the East of WA010. Additional information about each of the locations is below.
 - WA007: This wetland was determined to be jurisdictional. The wetland that is mapped on the site plans is connected to the wetland that runs along the West side of Humphrey Road. This wetland is within 500 feet of a stream.
 - WA010: This wetland was determined not to be jurisdictional due to its size, location, and hydrologic isolation.
 - WRD staff identified a potential undocumented wetland to the East of WA010 and recommended that a wetland delineation be reperformed to verify the presence of wetlands where they were not identified in the original delineation report. WRD received your updated wetland delineation on July 9, 2025. Based on the provided information a confident decision cannot be made on the jurisdictional status of this potential wetland. This decision was based off of the following information:
 - Aerial imagery from June of 2022 and March of 2024 shows saturation visible on aerial imagery. This saturation is shown both in the areas surveyed by SWCA on July 9, 2025, and in the area running southward, connecting to the forested wetland. This may be an indicator of wetland hydrology.
 - The on-site inspection showed visible crop stress in the area with a lower geomorphic position. This may be an indicator of wetland hydrology.
 - If work is planned in the area we recommend that you consider requesting a Level 3 Wetland Identification Program (WIP) assessment through EGLE. The WIP is able to evaluate wetlands on-site and would be able to tell you where wetlands are on the property, and which ones are regulated by the State of Michigan.
- There may be historical and archeological items or sites within the project area. We recommend you reach out to State Historic Preservation Office prior to the commencement of work to determine if they have any guidance for your project.
- When on-site, EGLE staff noticed that timber matting was placed on top of the culvert that runs along the west side of Humphrey Road. Temporary matting placed for a short duration (90 days or immediately after use, whichever is sooner) for utility projects that do not disturb the soil (i.e., does not have dredge or fill) does not require a permit. Additional information on this can be found at EGLE's webpage titled [Wetland Information for Utility Corridor Projects](#).

- The potential presence of state- or federally listed threatened or endangered species on the site. We recommend review of the material available on the Michigan Department of Natural Resources' website at [Michigan.gov/Threatened and Endangered Species](https://Michigan.gov/ThreatenedandEndangeredSpecies).
 - To avoid take of federally listed threatened and endangered bat species, including Northern long-eared bat (NLEB), and Indiana bat, the U.S. Fish and Wildlife Service recommends limiting cutting and/or trimming of potential roost trees between November 15th to March 31st.

Please note that this is not a permit. The WRD cannot indicate during a preapplication meeting whether or not a permit will be issued. The WRD cannot make a decision regarding a permit until it has considered all of the information provided in the final permit application, and, in some instances, has also considered comments received in response to a public notice of the project. Therefore, the WRD cannot legally tell you whether the project will be permitted in advance of a permit application being submitted and reviewed.

The EGLE submission number assigned to this project is HQD-3J9H-R39EA. Please keep a record of this submission number and use it when submitting a final application or otherwise corresponding with our office on this project.

We appreciate the opportunity to meet with you or your representative to address these concerns. We have established a submission for this project, and the information submitted to date will be used to facilitate processing of the final application. If you should have follow-up questions before then, please contact me at 517-257-7110; FleszewskiG@Michigan.gov; or EGLE, WRD, Jackson District Office, P.O. Box 30458, Lansing, Michigan 48909-7958.

Sincerely,



Grace Fleszewski
Environmental Quality Analyst
Water Resources Division

cc: Logan Jones, SWCA (via email)
Maddie Orler, EGLE (via email)

From: Fleszewski, Grace (EGLE) <FleszewskiG@michigan.gov>

Sent: Friday, August 1, 2025 2:35 PM

To: Logan Jones <Logan.Jones@swca.com>

Subject: RE: Thank you for submitting a pre-application meeting request - HQD-3J9H-R39EA

Hi Logan,

Below are some guidance documents that summarize the information available on utility permit exemptions in wetlands. You can access them by clicking the following links:

[Utilities Exemptions under Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act 1994 PA 451, as amended \(NREPA\)](#)

[Suggested Best Management Practices for Utility Corridor Projects, in Accordance with Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended \(NREPA\)](#)

For streams, please keep the following in mind:

- Part 301, Inland Lakes and Streams, of the NREPA, has a utility line exemption allowing for the following activity to occur without a permit: the placement of utility lines by drilling or boring beneath inland lakes and streams, provided that the utility line is located a minimum of ten (10) feet below the bottom of the water body and the entry and exit points are located far enough away to assure that bank disturbance does not occur.
- In the event there is a problem with the drilling mud containment and the drilling mud impacts any waters of the state, the project shall be immediately stopped, evaluated, and appropriate measures shall be taken to stop the release of drilling mud. The permittee, agent or contractor shall immediately notify the Pollution Emergency Alerting System (PEAS) at 1-800-292-4706 and EGLE representative through MiEnviro Schedules of Compliance submission, or via phone or email (517)257-7110 or fleszewskig@michigan.gov.
- We recommend that the applicant create an accidental drilling mud release plan that documents the steps that will be taken to prevent and control the loss of drilling mud into any waters of the state.
- We recommend that where drilling mud is being used that 2 properly installed rows of silt fencing be installed around entry/exit points of the bore.

Please let me know if you have any questions and have a nice weekend!

Kind regards,

Grace Fleszewski ([she/her/hers](#))
Environmental Quality Analyst
Department of Environment, Great Lakes, and Energy (EGLE)
517-257-7110 | FleszewskiG@Michigan.gov



Hannah Apatang

From: Fleszewski, Grace (EGLE) <FleszewskiG@michigan.gov>
Sent: Tuesday, August 5, 2025 9:15 AM
To: Carol Mcknight; Coffey, Kristina (EGLE); Cole, J Kevin
Cc: Logan Jones; Orler, Maddie (EGLE); Quarles, Mark; Zachary Emery; Aleyda Galan
Subject: RE: EGLE Preapplication Letter - HQD-3J9H-R39EA

Good morning Carol,

I'd be happy to meet with you all again to discuss the project design, impacts, and any potential permits that may be required after you all have gone through the WIP program with Keto. There are a couple of meeting types you could choose from.

- a) An informal meeting to discuss the project
 - This meeting would give us the opportunity to discuss any concerns you may have moving forward. It would be similar to the meeting we had on Friday, July 25th. This type of meeting will not result in an official pre-application meeting letter.
 - If this is your preference, just send me an email once you have received all of your materials from Keto and I will reach out with possible appointment times.
- b) A pre-application meeting
 - For an official pre-application meeting, which can be held virtually, in-person, or on-site, you would need to submit another request for a pre-application meeting through MiEnviro. This meeting would result in a pre-application letter summarizing what we had discussed and, if possible, based on the provided information, the need for a permit.
 - If this is your preference you will need to submit a request for a new pre-application meeting through MiEnviro. Pre-application meeting forms for Inland Lakes and Stream (Part 301), Wetlands Protection (Part 303) and Critical Dunes (Part 353) can be found at [Requesting a Pre-application Meeting in MiEnviro](#).

Thank you for reaching out and let me know if you have any questions.

Kind regards,

Grace Fleszewski ([she/her/hers](#))
Environmental Quality Analyst
Department of Environment, Great Lakes, and Energy (EGLE)
517-257-7110 | FleszewskiG@Michigan.gov



From: Carol Mcknight <Carol.Mcknight@swca.com>
Sent: Monday, August 4, 2025 7:07 PM
To: Coffey, Kristina (EGLE) <COFFEYK@michigan.gov>; Cole, J Kevin <JKevin.Cole@rwe.com>; Fleszewski, Grace (EGLE) <FleszewskiG@michigan.gov>
Cc: Logan Jones <Logan.Jones@swca.com>; Orler, Maddie (EGLE) <OrlerM@michigan.gov>; Quarles, Mark

<mark.quarles@rwe.com>; Zachary Emery <Zachary.Emery@swca.com>; Aleyda Galan <aleyda.galan@swca.com>

Subject: RE: EGLE Preapplication Letter - HQD-3J9H-R39EA

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Apologies. I meant July 25th and not August 25th.

Carol McKnight

Principal Project Manager

SWCA Environmental Consultants

Harrison, Ohio 45030

P 207.544.1021 | C 513.284.0152

carol.mcknight@swca.com



The contents of this email and any associated emails, information, and attachments are CONFIDENTIAL. Use or disclosure without sender's authorization is prohibited. If you are not an authorized recipient, please notify the sender and then immediately delete the email and any attachments.

From: Carol Mcknight

Sent: Monday, August 4, 2025 4:51 PM

To: Coffey, Kristina (EGLE) <COFFEYK@michigan.gov>; Cole, J Kevin <JKevin.Cole@rwe.com>; Fleszewski, Grace (EGLE) <FleszewskiG@michigan.gov>

Cc: Logan Jones <Logan.Jones@swca.com>; Orlor, Maddie (EGLE) <OrlerM@michigan.gov>; Quarles, Mark <mark.quarles@rwe.com>; Zachary Emery <Zachary.Emery@swca.com>; Aleyda Galan <aleyda.galan@swca.com>

Subject: RE: EGLE Preapplication Letter - HQD-3J9H-R39EA

Hello Grace,

Good afternoon. Thank you again for taking the time to speak with us Friday, August 25th. We are moving forward with additional field work and WIP for the one area under question as discussed. Once that is complete, we would like to have another pre-application call to go through the design, impacts, and any potential permits required.

Please let me know if you that approach is acceptable.

Thank you,

Carol

Carol McKnight

Principal Project Manager

SWCA Environmental Consultants

Harrison, Ohio 45030

P 207.544.1021 | C 513.284.0152

carol.mcknight@swca.com

Michigan Department of Transportation (MDOT)

January 29, 2025: Consultation Log

February 5, 2025: Consultation Log

April 13, 2026: Email Correspondence and Consultation Request Letter

April 14, 2026: Email Correspondence

Agency Consultation Log

Date: January 29, 2025

Time: 10:00 – 10:15AM EST

Agency: MDOT

Attendees: Doug Jordan - MDOT,
Carol Mcknight - SWCA

Topics Discussed:

- SWCA spoke with Doug Jordan of MDOT regarding a permit to bore under US-223.
 - An encroachment permit is required to bore under a state highway.
 - For federal highways, it depends.
 - SWCA asked about US-223. Doug Jordan said it would be permitted through MDOT.

Next Steps and Associated Timeline:

- If boring under US-223 is necessary for the project RWE and SWCA will continue coordination with MDOT for permitting needs.

Agency Consultation Log

Date: February 5, 2025

Time: 2:00 – 2:15PM EST

Agency: MDOT

Attendees:

Joe Rios - MDOT

Zachary Emery - SWCA

Topics Discussed:

- SWCA spoke with Joe Rios of MDOT regarding the review timeline for an encroachment permit.
 - Joe said it varies depending on the type of encroachment, but it usually takes between 2-4 weeks, occasionally a little longer.

Next Steps and Associated Timeline:

- If an encroachment permit is needed RWE and SWCA will continue coordination with MIDOT for permitting needs.

From: Leix, Tracie (MDOT) <LeixT@michigan.gov>
Sent: Tuesday, April 14, 2026 7:40 AM
To: Aleyda Galan; Carol Mcknight
Cc: Boll, Jared (MDOT)
Subject: FW: Request for Concurrence - Rouget Road Solar Farm, Lenawee County, MI
Attachments: MDOT Consultation Letter.pdf

Good morning Carol and Aleyda,

Your message below was forwarded to me. Any work within the US-223 ROW will require a permit from MDOT. Jared, who I've cc'd on this message, is the utility engineer in our office and will be your point of contact to get started with submitting an online application.

Please feel free to reach out to Jared directly and let me know if you have any questions.

Thanks,

Tracie Leix, PE
Operations Engineer
MDOT - Jackson TSC
517.243.0088 cell



From: Carol Mcknight <Carol.Mcknight@swca.com>
Sent: Monday, April 13, 2026 1:56 PM
To: MDOT <MDOT@michigan.gov>
Cc: Cole, J Kevin <jkevin.cole@rwe.com>; Aleyda Galan <aleyda.galan@swca.com>; Allison McKenzie <Allison.McKenzie@swca.com>
Subject: Request for Concurrence - Rouget Road Solar Farm, Lenawee County, MI

CAUTION: This is an External email. Please report suspicious emails via the "Report to Abuse" button in Outlook

To Whom It May Concern:

On behalf of Rouget Road Solar Farm, LLC, SWCA Environmental Consultants (SWCA) is requesting technical assistance from the Michigan Department of Transportation (MDOT) regarding the department's permitting process and any additional recommendations from MDOT as it pertains to the Rouget Road Solar Farm Project (Project). Please see attached document. The Project has been submitted to the Michigan Public Service Commission for review and approval.

Please reach out to me or Aleyda Galan (Aleyda.galan@swca.com) if you have any questions.

Thank you,
Carol

Carol McKnight
Principal Project Manager

SWCA Environmental Consultants
Lebanon, Ohio 45036
P 207.544.1021 | C 513.284.0152
carol.mcknight@swca.com

Upcoming PTO – April 10, 2026



The contents of this email and any associated emails, information, and attachments are CONFIDENTIAL. Use or disclosure without sender's authorization is prohibited. If you are not an authorized recipient, please notify the sender and then immediately delete the email and any attachments.

April 13, 2026

Michigan Department of Transportation
Submitted via electronic email to: *MDOT@Michigan.gov*

**Re: Consultation Request for the Rouget Road Solar Project, Lenawee County, Michigan / SWCA
Project No. 78878**

To Whom It May Concern:

SWCA Environmental Consultants (SWCA) has been contracted by Rouget Road Solar Farm, LLC (Applicant) to complete a technical assistance request to the Michigan Department of Transportation (MDOT) documenting impacts of state highways within the Rouget Road Solar Project (Project) in Lenawee County, Michigan.

To maintain compliance with MDOT regulations SWCA is requesting concurrence from the MDOT that the Project plans are in accordance with MDOT regulations and an encroachment permit is the correct path forward for any boring of collection lines under US-223.

Project Description

The Project involves the development of a large-scale 175-megawatt renewable energy solar Project. The site will include solar arrays, collections lines, substation and associated facilities within a fence line. Electrical collection lines or utility lines will be completed using underground bore methods to avoid surface impacts.

The Project Area (leased area) totals approximately 2,133 acres and the Project's site boundary (limit of disturbance) totals approximately 1,606 acres as depicted on the U.S. Geological Survey (USGS) quadrangles 7.5-minute series topographic map (Attachment A – Figure 1 and Figure 2). The Project Area is located southeast of the city of Adrian in Lenawee County, Michigan.

MDOT Permitting

Following previous conversations with MDOT, the Applicant understands that an encroachment permit would be required through MDOT for bores under roads, including US-233, within the Project area and not the federal highways commission. It is our understanding that the review for an encroachment permit is generally 1-2 months. Rouget Road anticipates submitting applications Q3 of 2026 once design is final.

Conclusions

SWCA is requesting concurrence with the Applicant's understanding of MDOT permitting process and any additional recommendations from the Michigan Department of Transportation. If you have any questions or need further information, please feel free to contact me at (207) 544-1021 or carol.mcknight@SWCA.com.

Sincerely,

A handwritten signature in blue ink that reads "Carol Mcknight". The signature is written in a cursive, flowing style.

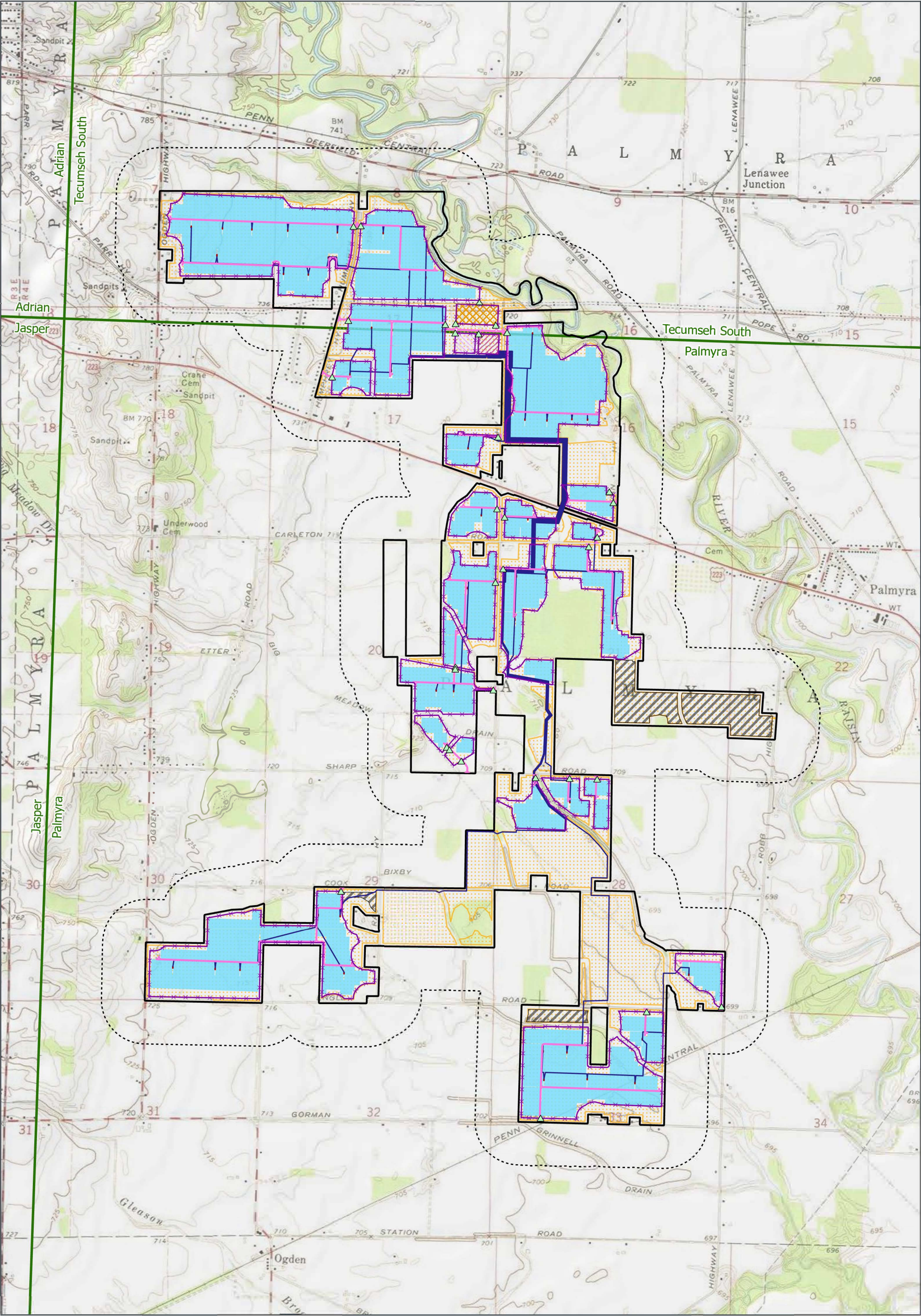
Carol Mcknight

Principal Project Manager

Attachments: Attachment A. Figures
Attachment B. Site plan

ATTACHMENT A

Figures



ROUGET ROAD SOLAR FARM
Figure 1
Site Location
Map USGS 1
:24000

- Proposed Layout**

 - △ Gate
 - ✕ Fence
 - Access Road
 - Underground Cable
- Inverter
 - Solar Panel
 - Laydown Area
 - O&M Pad
 - Substation Pad
 - Switchyard Pad
- Site Plan Boundary (~1,606 acres)
 - Leased Area / Project Boundary (~2,133 acres)
 - 1,000-foot Buffer
 - 7.5-Minute Quadrangle Boundary

Palmyra Twp,
Lenawee County, MI
USGS 7.5' Quadrangles:
Tecumseh South, MI, 41083-H8
Palmyra, MI, 41083-G8
NAD 1983 UTM Zone 17N
41.8546°N 83.9658°W

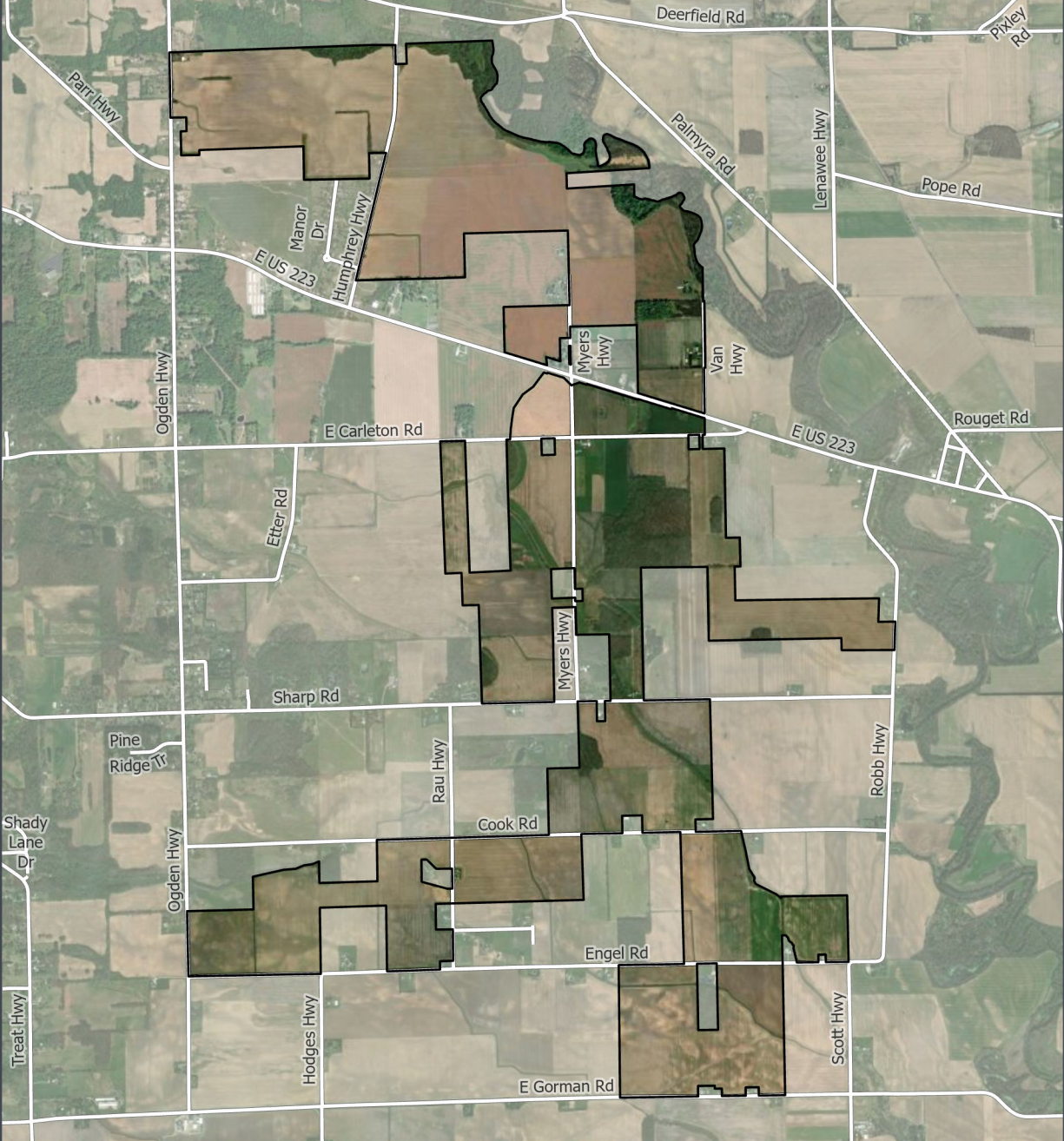
Base Map: Esri ArcGIS Online,
accessed November 2025
Updated: 11/6/2025
Project No. 78878
Layout: ExhibitA_1 2 fig2 USGSscale
Aprx: 78878_Rouget_Permitting

0 1,000 2,000
0 200 400
Meters Feet

N

1:24,000

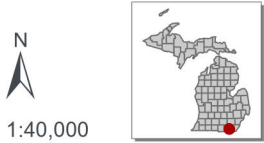
SWCA
ENVIRONMENTAL CONSULTANTS



ROUGET ROAD SOLAR FARM
Figure 2
Project Location

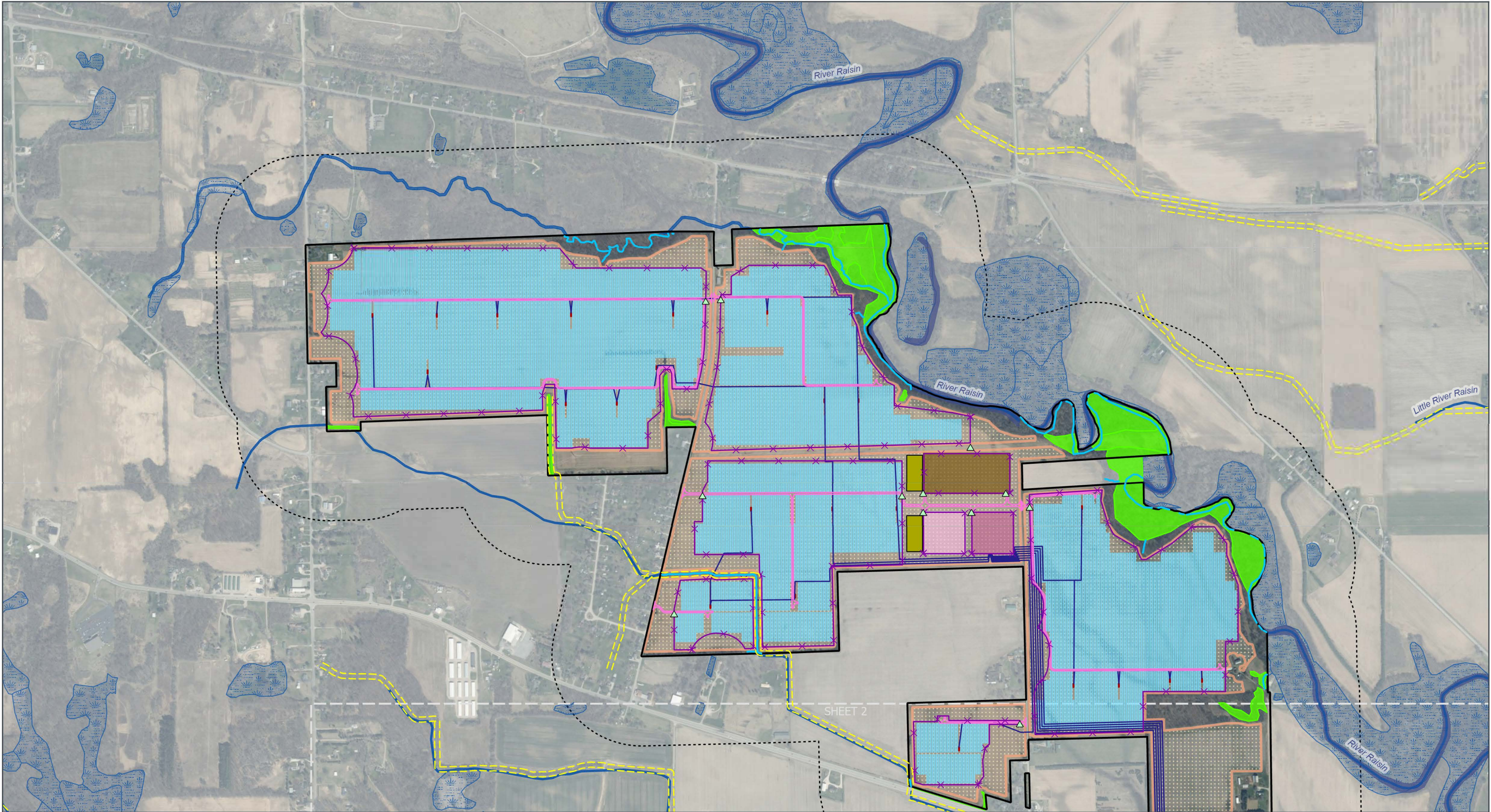
Leased Area / Project Boundary (~2,133 acres)
 Roads

Lenawee County, MI
 USGS 7.5' Quadrangle:
 Adrian, MI, 41084-H1
 Tecumseh South, MI, 41083-H8
 Jasper, MI, 41084-G1
 Palmyra, MI, 41083-G8
 NAD 1983 2011 StatePlane
 Michigan South FIPS 2113 Ft Int
 41.8547°N 83.9659°W



ATTACHMENT B

Site Plan



ROUGET ROAD SOLAR FARM

Site Plan

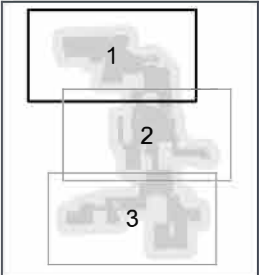
Sheet 1 of 3

Proposed Layout

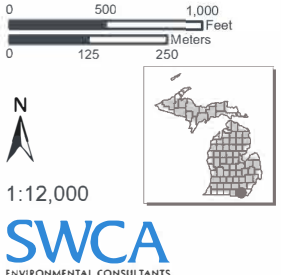
- △ Gate
- Underground Cable
- × Fence
- Access Road
- Inverter
- Detention Basin
- Solar Panel
- O&M Pad
- Substation Pad
- Switchyard Pad
- Site Plan Boundary (~1,606 acres)
- Leased Area / Project Boundary (~2,133 acres)
- 1,000-foot Buffer

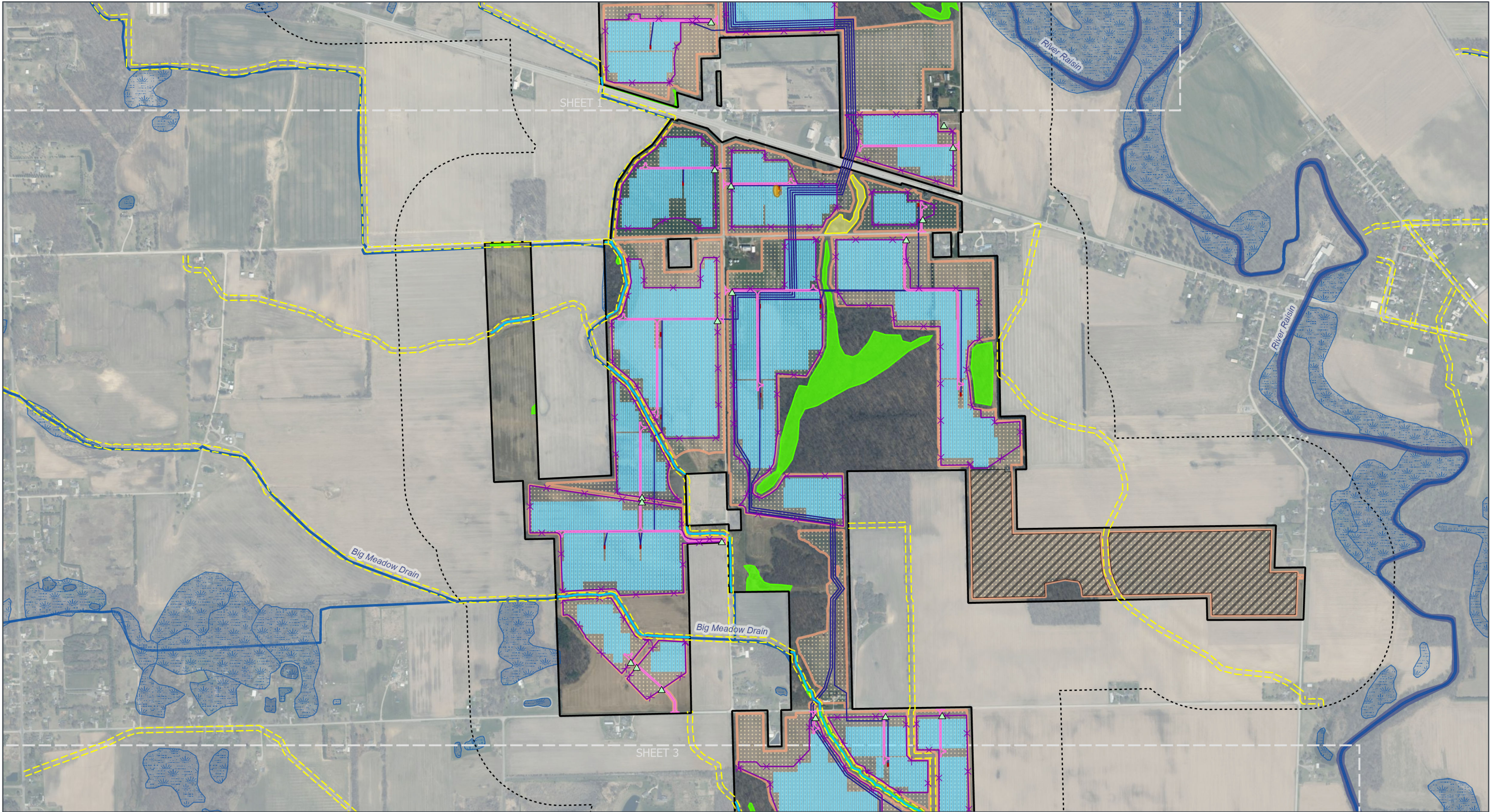
- Field Identified Watercourse (Estimated EGLE Jurisdictional)
- Field Identified Wetland (Estimated EGLE Jurisdictional)
- Field Identified Wetland (EGLE Non-Jurisdictional, Isolated)
- NHD Stream
- NHD Waterbody
- NWI Wetlands
- County Drainage
- Sheet Extent

Exhibit A-4.4 Page 164



Palmyra Twp,
Lenawee County, MI
USGS 7.5' Quadrangles:
Tecumseh South, MI, 41083-H8
Palmyra, MI, 41083-G8
NAD 1983 2011 StatePlane
Michigan South FIPS 2113 Ft
Intl
41.8782°N 83.9744°W
Base Map: Esri ArcGIS Online,
accessed November 2025
Updated: 11/6/2025
Project No. 78878
ExhibitA 1_2_fig9_waters_Series
Aprx: 78878_Rouget_Permitting





ROUGET ROAD SOLAR FARM
Exhibit A-1.2
Figure 9
Water Resources Map

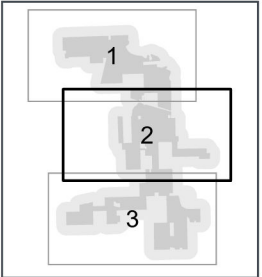
Proposed Layout

- △ Gate
- Underground Cable
- × Fence
- Access Road
- Inverter
- Detention Basin

- Solar Panel
- ▨ Laydown Area
- Site Plan Boundary (~1,606 acres)
- Leased Area / Project Boundary (~2,133 acres)
- 1,000-foot Buffer

- Field Identified Watercourse (Estimated EGLE Jurisdictional)
- Field Identified Wetland (EGLE Jurisdiction To Be Determined)
- Field Identified Wetland (Estimated EGLE Jurisdictional)
- Field Identified Wetland (EGLE Non-Jurisdictional, Isolated)
- NHD Stream
- NHD Waterbody
- NWI Wetlands

- County Drainage
- Sheet Extent



Palmyra Twp,
Lenawee County, MI
USGS 7.5' Quadrangles:
Tecumseh South, MI, 41083-H8
Palmyra, MI, 41083-G8
NAD 1983 2011 StatePlane
Michigan South FIPS 2113 Ft
Intl
41.8568°N 83.962°W

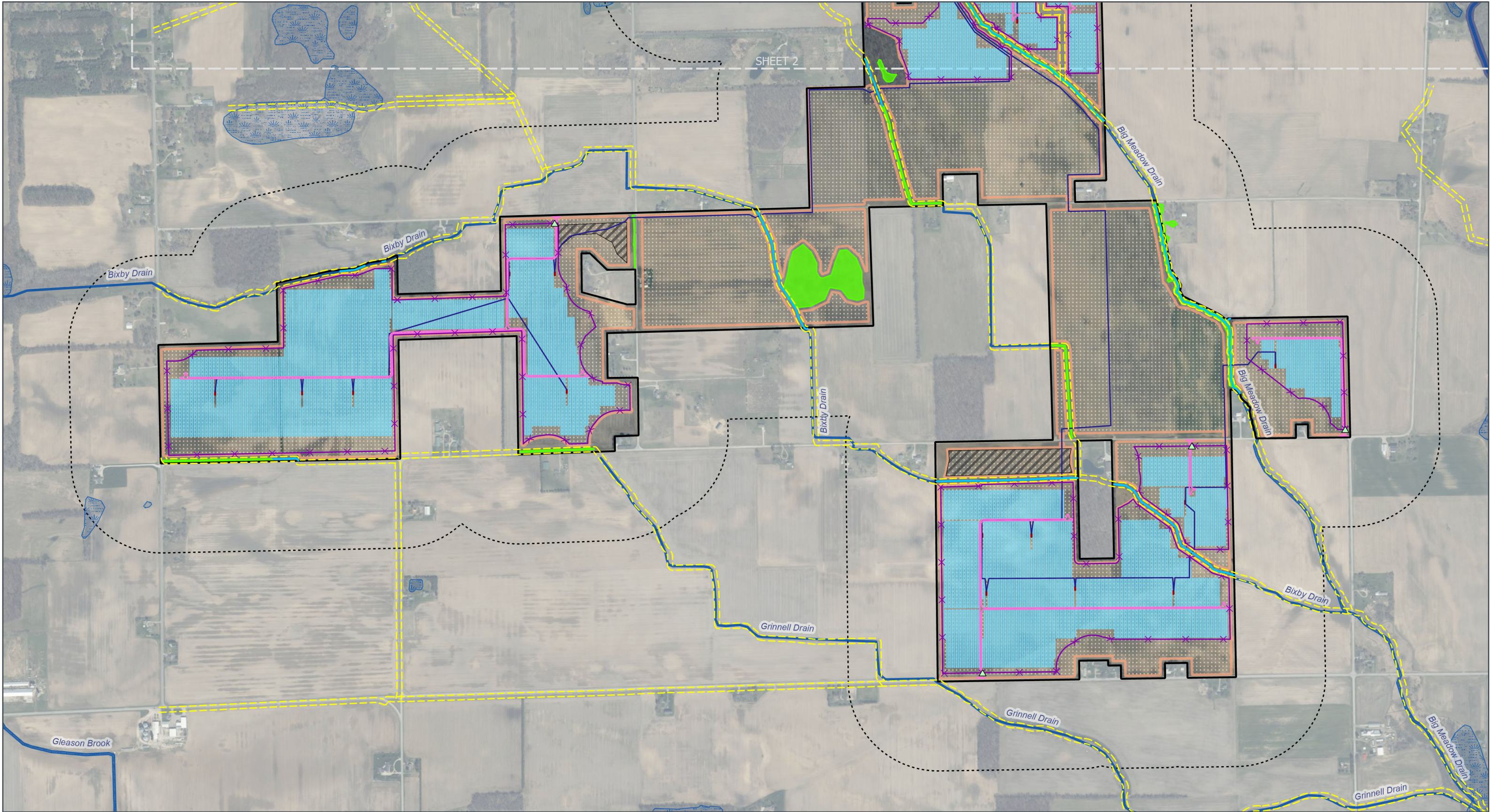
Base Map: Esri ArcGIS Online,
accessed November 2025
Updated: 11/6/2025
Project No. 78878
ExhibitA 1 2 fig9_waters_Series
Aprx: 78878_Rouget_Permitting

0 500 1,000 Feet
0 125 250 Meters

N

1:12,000

SWCA
ENVIRONMENTAL CONSULTANTS



ROUGET ROAD SOLAR FARM
Exhibit A-1.2
Figure 9
Water Resources Map

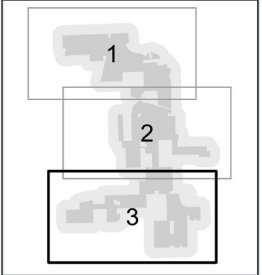
Proposed Layout

- △ Gate
- Underground Cable
- × × Fence
- Access Road
- Inverter

- Detention Basin
- Solar Panel
- ▨ Laydown Area
- Site Plan Boundary (~1,606 acres)
- Leased Area / Project Boundary (~2,133 acres)
- 1,000-foot Buffer

- Field Identified Watercourse (Estimated EGLE Jurisdictional)
- Field Identified Wetland (Estimated EGLE Jurisdictional)
- Field Identified Wetland (EGLE Non-Jurisdictional, Isolated)
- NHD Stream
- NHD Waterbody
- NWI Wetlands
- County Drainage

Sheet Extent



Palmyra Twp,
Lenawee County, MI
USGS 7.5' Quadrangles:
Tecumseh South, MI, 41083-H8
Palmyra, MI, 41083-G8
NAD 1983 2011 StatePlane
Michigan South FIPS 2113 Ft
Intl
41.8341°N 83.9674°W

Base Map: Esri ArcGIS Online,
accessed November 2025
Updated: 11/6/2025
Project No. 78878
ExhibitA 1 2 fig9_waters_Series
Aprx: 78878_Rouget_Permitting

0 500 1,000 Feet
0 125 250 Meters

N

1:12,000

SWCA
ENVIRONMENTAL CONSULTANTS

Lenawee County Road Commission (LCRC)

March 24, 2025: Consultation Log

April 28, 2025: Consultation Log

May 5, 2025: Consultation Log

May 15, 2025: Consultation Log

May 22, 2025: Consultation Log

June 3, 2025: Consultation Log

June 10, 2025: Consultation Log

September 11, 2025: Email Correspondence

December 18, 2025: Email Correspondence

December 19, 2025: Email Correspondence

April 7, 2026: Email Correspondence and Attachments

April 10, 2026: Email Correspondence

April 15, 2026: Email Correspondence

April 23, 2026: Email Correspondence

May 5, 2026: Email Correspondence

May 29, 2026: Email Correspondence

June 8, 2026: Email Correspondence

June 29, 2026: Email Correspondence and Attachment

July 27, 2026: Email Correspondence

July 31, 2026: Email Correspondence

August 5, 2026: Email Correspondence

August 7, 2026: Email Correspondence

August 10, 2026: Email Correspondence

August 11, 2026: Email Correspondence

August 13, 2026: Email Correspondence

August 27, 2026: Email Correspondence

August 28, 2026: Email Correspondence

August 31, 2026: Email Correspondence and Attachment

Agency Consultation Call Log

Date: 3/24/2025

Time: 9:00-9:15 am

Agency: Lenawee County Road Commission

Attendees: Kevin Cole, RWE and Scott Merillat, Lenawee County Road Commission
Managing Director

Topics Discussed: Kevin provided an overview of the project and established lines of communication. Kevin also requested a copy of the county road use agreement (RUA) template.

Next Steps and Associated Timeline: Follow up within a month requesting a copy of the RUA template.

Agency Consultation Call Log

Date: 4/28/2025

Time: 1:00-1:15 pm

Agency: Lenawee County Road Commission

Attendees: Kevin Cole, RWE and Scott Merillat, Lenawee County Road Commission
Managing Director

Topics Discussed: Kevin followed up on his March 24th call requesting a copy of the RUA.

Next Steps and Associated Timeline: Follow up in Q4 for a copy of a copy of the RUA template and request review of the traffic management plan.

Agency Consultation Call Log

Date: 5/5/2025

Time: 1:00-1:15 pm

Agency: Lenawee County Road Commission

Attendees: Kevin Cole, RWE and John Veres, Lenawee County Road Commission Director of Traffic, Safety and Permits

Topics Discussed: Kevin provided an overview of the project and established lines of communication. Kevin also requested information on permitting requirements and fees details for the geotechnical survey to occur during the winter road use period.

Next Steps and Associated Timeline: Follow up within a week to resolve the winter road use question for the geotechnical contractor to unload large vehicles from the road..

Agency Consultation Call Log

Date: 5/15/2025

Time: 9:00-9:15 am

Agency: Lenawee County Road Commission

Attendees: Kevin Cole, RWE and John Veres, Lenawee County Road Commission Director of Traffic, Safety and Permits

Topics Discussed: Kevin discussed the need to unload heavy equipment for the geotechnical survey during the winter road use restriction and requested assistance.

Next Steps and Associated Timeline: Follow up within a week to resolve the winter road use question for the geotechnical contractor to unload large vehicles from the road.

Agency Consultation Call Log

Date: 5/22/2025

Time: 3:00-3:15 pm

Agency: Lenawee County Road Commission

Attendees: Kevin Cole, RWE and John Veres, Lenawee County Road Commission Director of Traffic, Safety and Permits

Topics Discussed: Kevin continued problem solving discussions regarding the need to unload heavy equipment for the geotechnical survey during the winter road use restriction and requested assistance.

Next Steps and Associated Timeline: Follow up within a week to resolve the winter road use question for the geotechnical contractor to unload large vehicles from the road.

Agency Consultation Call Log

Date: 6/03/2025

Time: 1:00-1:15 pm

Agency: Lenawee County Road Commission

Attendees: Kevin Cole, RWE and John Veres, Lenawee County Road Commission Director of Traffic, Safety and Permits

Topics Discussed: Kevin continued problem solving discussions regarding the need to unload heavy equipment for the geotechnical survey during the winter road use restriction and requested assistance.

Next Steps and Associated Timeline: Follow up within a week to resolve the winter road use question for the geotechnical contractor to unload large vehicles from the road.

Agency Consultation Call Log

Date: 6/10/2025

Time: 9:00-9:15 am

Agency: Lenawee County Road Commission

Attendees: Kevin Cole, RWE and John Veres, Lenawee County Road Commission Director of Traffic, Safety and Permits

Topics Discussed: Resolution on the geotechnical survey equipment was obtained from the county. If Terracon (geotechnical consultant) needs to unload the heavy equipment in the road right-of-way, then a permit from the Lenawee County Road Commission is required. If Terracon unloads in a farm field, then no permit is required. Kevin relayed this information to Terracon.

Next Steps and Associated Timeline: A copy of the traffic plan will be sent to the county for review in Q4 of 2025 along with a request for the RUA template.

From: [Cole, J Kevin](#)
To: [Carol Mcknight](#)
Subject: FW: Rouget Road Solar - Project Update and Looking Ahead
Date: Thursday, September 11, 2025 5:04:55 PM

From: Cole, J Kevin
Sent: Thursday, September 11, 2025 5:01 PM
To: Scott Merillat <scottm@lenaweeroads.com>; John Veres <johnv@lenaweeroads.com>
Subject: Rouget Road Solar - Project Update and Looking Ahead

Hi Scott and John,

I hope this note finds you both well.

Thank you again for working with us on completing our recent geotechnical studies for the Rouget Road Solar Project. Your responsiveness and support were very much appreciated.

As the project advances, I'll continue to keep you in the loop.

Looking ahead, I anticipate needing your input and guidance as we develop the traffic management plan, finalize delivery routes, and completion of the road use agreement.

At this stage, we're planning for construction to begin in Q1 2027 with completion in Q3 2028.

Please feel free to reach out to me at any time if questions come up.

I look forward to working with you both as we move forward.

Best,
Kevin

J. Kevin Cole
Development Manager

RWE Clean Energy
Mobile : 517-745-7546
353 N Clark St, 30th Floor, Chicago, IL 60654
Jkevin.cole@rwe.com

From: Cole, J Kevin <JKevin.Cole@rwe.com>
Sent: Thursday, December 18, 2025 1:48 PM
To: John Veres
Cc: Carol Mcknight; Aleyda Galan
Subject: Rouget Road Solar Project - MPSC Filing and Road Use Coordination

Hi John,

I hope all is well.

I wanted to inform you that we've submitted our application to the MPSC for the Rouget Road Solar project.

As a next step, we'd like to begin the process of finalizing the Road Use Agreement (RUA) for the project. Our legal team has asked if we could review a copy of the County's standard RUA.

Please let me know if one is available.

I'll be reaching out again as things progress, but in the meantime, please feel free to contact me anytime with questions or for updates.

Best regards,
Kevin

J. Kevin Cole
Development Manager

RWE Clean Energy
Mobile : 517-745-7546
353 N Clark St, 30th Floor, Chicago, IL 60654
Jkevin.cole@rwe.com

From: Scott Merillat <ScottM@lenaweeroads.com>
Sent: Friday, December 19, 2025 9:51 AM
To: Cole, J Kevin
Cc: Carol Mcknight; Aleyda Galan; John Veres
Subject: Re: Rouget Road Solar Project - MPSC Filing and Road Use Coordination

Kevin,

We have yet to receive any plans for your project. Please submit your site plan which needs to include the laydown yard, driveway access locations and proposed haul routes. Once we review that information we will complete our Road Use Agreement and send it to you for review.

I have included John Veres, our Director of Traffic, Safety and Permit, in this email as he wasn't included in this email.

Thanks,
Scott A. Merillat, P.E.
Managing Director
Lenawee County Road Commission
(517) 577-6364

From: Cole, J Kevin <JKevin.Cole@rwe.com>
Sent: Friday, December 19, 2025 2:40 PM
To: Scott Merillat
Cc: Carol Mcknight; Aleyda Galan; John Veres
Subject: RE: [EXT] Re: Rouget Road Solar Project - MPSC Filing and Road Use Coordination
Attachments: Rouget Road Solar 10% Design.kmz

Hi Scott,

Appreciate your quick response and for including John on the thread.

We're currently at the 10% design stage and expect to have the 30% design ready by mid-January. I've attached the KMZ for the 10% design for your reference, and I'll send the 30% version over as soon as it's available.

In our experience, 60% design is typically when access roads and haul routes are stable enough to begin formal RUA conversations. Based on our current timeline, we expect to be ready for that in Q2 2026.

Let me know if you need anything further.

Merry Christmas and looking forward to collaborating.

Best,
Kevin

J. Kevin Cole
Development Manager

RWE Clean Energy
Mobile : 517-745-7546
353 N Clark St, 30th Floor, Chicago, IL 60654
Jkevin.cole@rwe.com

From: Cole, J Kevin <JKevin.Cole@rwe.com>
Sent: Tuesday, April 7, 2026 2:29 PM
To: Scott Merillat
Cc: Carol Mcknight; Aleyda Galan; John Veres
Subject: RE: [EXT] Re: Rouget Road Solar Project - MPSC Filing and Road Use Coordination
Attachments: Rouget Road Solar 4.6.26.kmz; RRS_A-1.1 Proposed Haul Route.pdf

Hi Scott,

I hope all is going well.

I've attached the KMZ reflecting our current project layout that we intend to utilize for the Road Use Agreement discussions.

At this stage, we do not anticipate material changes to haul routes or access locations, and any adjustments should be minor.

For convenience, I have also included the planned haul routes as a separate attachment.

If there is a preferred format for reviewing these materials, please let me know and I would be happy to accommodate.

We remain on track for a construction start in early 2027, with completion targeted for late 2028.

I look forward to continuing coordination with your team and beginning the next steps in the RUA process.

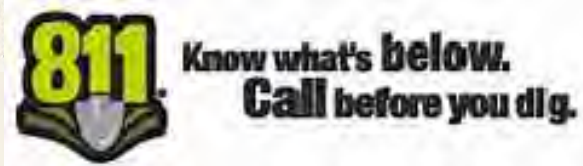
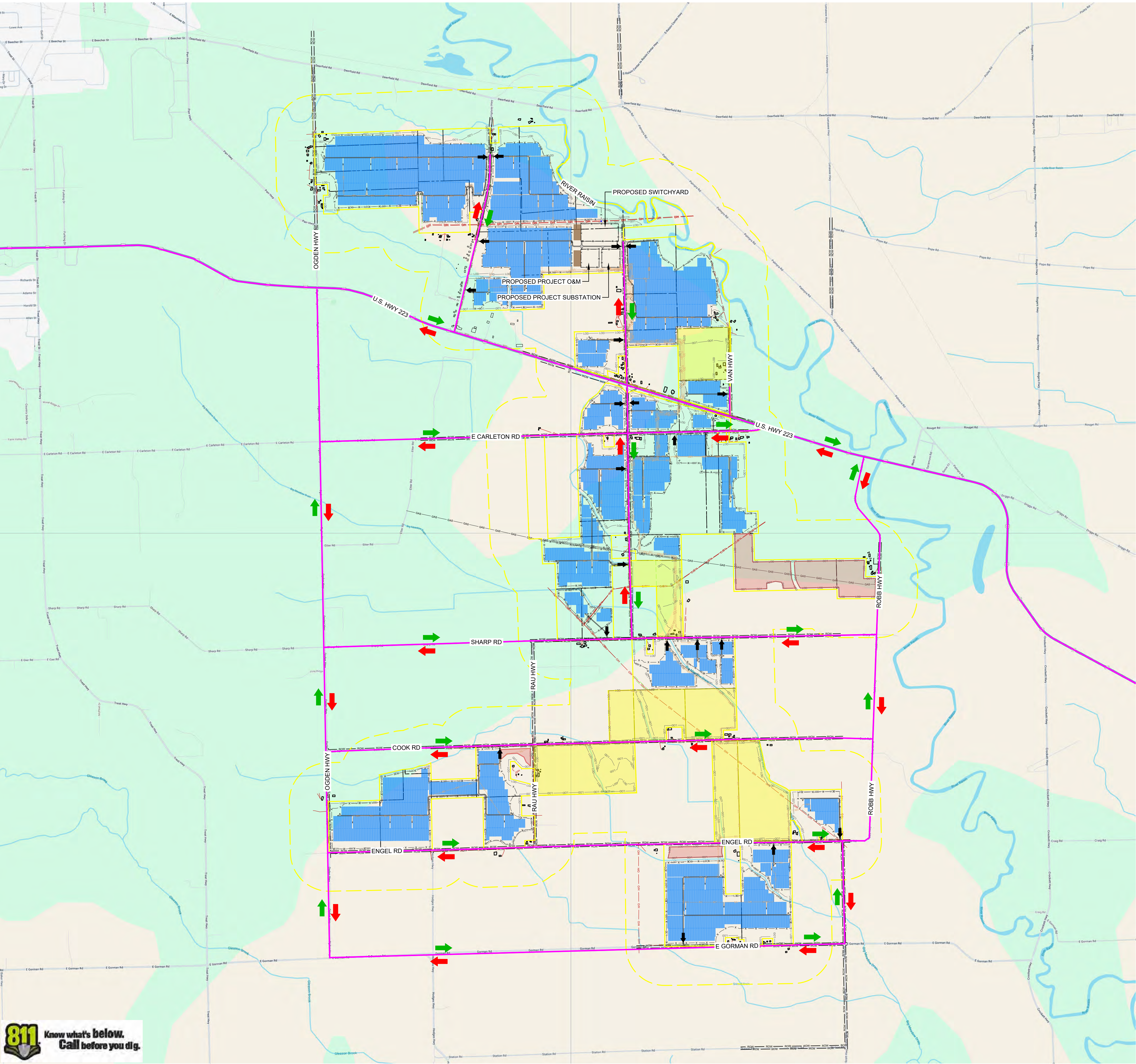
Please let me know if you have any questions or if there is anything further you need from our side.

Best,
Kevin

J. Kevin Cole
Development Manager

RWE Clean Energy
Mobile : 517-745-7546
353 N Clark St, 30th Floor, Chicago, IL 60654
Jkevin.cole@rwe.com

Printed By: Riccio Dillon, Sheet Set: Kna, Layout: PROPOSED HAUL ROUTE PLAN, December 02, 2025, 09:18:14am, C:\Users\riccio\pwork\SWCA\newca\end - documents\78878 - rouget road solar environmental services\CAD\PROJECTS\78878 - Rouget Road Solar\PRODUCTION\78878-A-410.dwg



LEGEND

—

 LEASED AREA/PROJECT BOUNDARY

 SITE PLAN BOUNDARY/LIMITS OF DISTURBANCE

 1000' BUFFER

 WASTEWATER LINE

 RIGHT-OF-WAY

 UNDERGROUND GAS LINE

 OVERHEAD ELECTRIC LINE

 CABLE TV LINE

 UNDERGROUND TELEPHONE LINE

 FIBER OPTIC LINE

 ADJACENT PARCEL LINE

 INTERNAL PARTICIPATING PARCEL LINE

□

 EXISTING RESIDENCE/BUILDING

→

 DELIVERY EGRESS

←

 DELIVERY INGRESS

→

 ACCESS ROAD ENTRANCE

→

 PROPOSED HAUL ROUTE

x

x

 PROPOSED FENCE

PROPOSED SOLAR ARRAY

PROPOSED INVERTER PAD

PROPOSED GATE

PROPOSED ACCESS PATHWAY

PROPOSED TEMPORARY LAYDOWN AREA

COLLECTION ONLY PARCEL

PROPOSED COLLECTION LINE

PROJECT DELIVERY ASSUMPTIONS:

- PROJECT DELIVERIES WILL COME FROM U.S. HWY 223.
- ROUTE ANTICIPATES AVOIDING MAJOR CITY DISTRICTS.
- ASSUMED ALL SOLAR EQUIPMENT TO BE DELIVERED WITH STANDARD TRACTOR TRAILER RIG.
- NO PUBLIC ROAD IMPROVEMENTS ARE ANTICIPATED.
- ACCELERATION SOLAR WILL OBTAIN NECESSARY PERMITS WITH THE LENAWEE COUNTY ROAD COMMISSION PRIOR TO DELIVERY.

GENERAL NOTES:

- ALL PROJECT DELIVERIES SHALL FOLLOW ROUTES SHOWN OR NOTED UNLESS OTHERWISE APPROVED BY PROJECT OWNER.
- CONSTRUCTION OF THE PROJECT WILL PRODUCE A MINOR INCREASE IN LOCAL TRAFFIC; HOWEVER, THIS SMALL INCREASE WILL BE TEMPORARY, AND MEASURES WILL BE PUT IN PLACE TO ENSURE TRAFFIC SAFETY. DURING OPERATION, VEHICULAR TRAFFIC WILL NOT INCREASE IN ASSOCIATION WITH THE PROJECT.
- CONSTRUCTION OF THE PROJECT WILL BE CONDUCTED USING CURRENT STREET AND HIGHWAY INFRASTRUCTURE. THE PROJECT DOES NOT INCLUDE ANY NEW PUBLIC ROADWAYS, TRANSPORTATION AND INSTALLATION OF THE PROJECT'S COMPONENTS ARE UNLIKELY TO REQUIRE SPECIAL ACCOMMODATIONS OF EXISTING INFRASTRUCTURE.
- ACCELERATION SOLAR WILL WORK WITH LENAWEE COUNTY ROAD COMMISSION FOR MITIGATION IN THE EVENT OF DAMAGES DURING CONSTRUCTION.
- RIVER RAISIN IS LOCATED 1,000 FEET OF THE LEASED AREA/PROJECT BOUNDARY. THERE ARE NO PROPOSED IMPACTS TO RIVER RAISIN.

MPSC SITE PLAN - NOT FOR CONSTRUCTION

PREPARED BY:



SWCA
ENVIRONMENTAL CONSULTANTS

567 BISHOP GATE LANE
JACKSONVILLE, FL 32204

+1 (904) 364 - 7020
www.swca.com

PREPARED FOR:

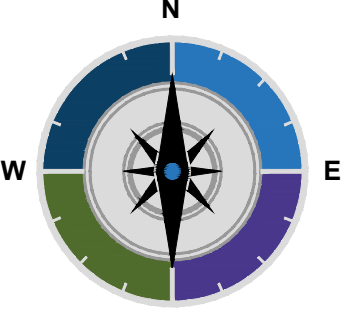
ROUGET ROAD SOLAR FARM,
LLC

N

E

S

W



PROJECT

ROUGET ROAD SOLAR FARM
LENAWEE COUNTY, MICHIGAN

TITLE

PROPOSED HAUL ROUTE PLAN

SEAL

DESIGNED BY: RGD

DRAWN BY: RGD

CHECKED BY: ETH

REV

DATE

DESCRIPTION

APPROV

MP

NOT FOR CONSTRUCTION

2025-12-02

0

MP

DATE: 2025-12-02

PROJECT #: 78878

0

1200

2400

SCALE IN FEET

SHEET

32

From: Scott Merillat <ScottM@lenaweeroads.com>
Sent: Friday, April 10, 2026 11:57 AM
To: Cole, J Kevin
Cc: Carol Mcknight; Aleyda Galan; John Veres
Subject: Re: [EXT] Re: Rouget Road Solar Project - MPSC Filing and Road Use Coordination

Kevin,

I reviewed your haul route map and have some questions before I start putting together the RUA. Your submittal indicates an impact on 12.0 miles of paved roads and 10.3 miles of gravel roads. I encourage you to review your haul routes and minimize the number of routes needed. Every mile of roadway used increases maintenance costs during the project and final repairs upon completion. If all routes are needed we will review them as submitted.

Please examine the gravel section of Myers Highway north of US-223. In this area you have two access drives, a switchyard, project O&M, and a substation. The current roadway is merely a two-track path for farmers to access their fields. To utilize this roadway, it must be built to a width accommodating two-way traffic and ditches must be added for drainage before your construction starts.

Be aware that the paved sections of Engle Road from Hodges Hwy to Rau Hwy (0.51 miles) and Myers Hwy from US-223 north to the end of the pavement (0.36 miles) are both chip seal roadways. Our files don't show those roads ever having asphalt pavement placed on them. The proposed truck traffic will cause those roads to deteriorate, requiring substantial repairs during and after construction.

Humphrey Hwy, Sharp Rd, and Robb Hwy are local roads that received an asphalt overlay within the last 20 years; they were previously chip seal roads. Those roads were never designed; they were only improved to their current condition. We have no records of these roads' structural makeup and are unsure how they will handle repetitive truck loads.

Your site plan includes three laydown yards. Is there a reason for three laydown yards? It would impact county roads less if you had one centrally located yard close to US-223. Please review the need for three yards on your project.

Scott A. Merillat, P.E.
Managing Director
Lenawee County Road Commission
(517) 577-6364

From: Cole, J Kevin <JKevin.Cole@rwe.com>
Sent: Wednesday, April 15, 2026 9:36 AM
To: Scott Merillat
Cc: Carol Mcknight; Aleyda Galan; John Veres; Gruzdownich, Nicholas; Swamynathan, Gautam
Subject: RE: [EXT] Re: Rouget Road Solar Project - MPSC Filing and Road Use Coordination

Hi Scott,

Thank you for your review and for highlighting these considerations as we move toward the RUA.

We have spent considerable time evaluating haul routes and are familiar with the current conditions of the roads identified. We recognize the need to improve, maintain, and restore impacted roadways and will plan accordingly throughout the construction period.

The current haul route network and laydown yard configuration were developed to balance efficiency and constructability across the project. Based on our evaluation, we feel this approach provides the most practical solution from a logistics standpoint.

We value your feedback and are glad to continue coordinating to address any specific concerns as we refine the plan.

We are eager to begin the RUA process and are ready to proceed with the current approach.

Please let us know if there are any remaining items needed from our side to move forward.

Best,
Kevin

J. Kevin Cole
Sr. Development Manager

RWE Americas
Mobile : 517-745-7546
353 N Clark St, 30th Floor, Chicago, IL 60654
Jkevin.cole@rwe.com

From: Scott Merillat <ScottM@lenaweeroads.com>
Sent: Wednesday, April 15, 2026 10:48 AM
To: Cole, J Kevin
Cc: Carol Mcknight; Aleyda Galan; John Veres; Gruzdownich, Nicholas; Swamynathan, Gautam
Subject: Re: [EXT] Re: Rouget Road Solar Project - MPSC Filing and Road Use Coordination

Kevin,

I started calculating the initial and final work required based on the current road conditions and your project's impact on the roads used.

Dave Pixley, Palmyra Township Supervisor, relayed to the road commission that all roads used during this project would be reconstructed after your project was complete. Can you clarify your agreement with the Township? I don't want to propose less than what you may have already agreed upon with the township.

Thanks,
Scott

Scott A. Merillat, P.E.
Managing Director
Lenawee County Road Commission
(517) 577-6364

From: Cole, J Kevin <JKevin.Cole@rwe.com>
Sent: Wednesday, April 15, 2026 1:04 PM
To: Scott Merillat
Cc: Carol Mcknight; Aleyda Galan; John Veres; Gruzdownich, Nicholas; Swamynathan, Gautam
Subject: RE: [EXT] Re: Rouget Road Solar Project - MPSC Filing and Road Use Coordination

Hi Scott,

Thanks for reaching out and for starting to outline the scope.

I'm not sure where that information originated, but we do not have an agreement in place with Palmyra Township that commits to full reconstruction of all roads used during the project.

Consistent with road use agreements we've implemented on similar projects, the typical approach is to complete a pre-construction road assessment to document existing conditions and then restore any impacted roads to equal or better condition upon completion.

Best,
Kevin

J. Kevin Cole
Sr. Development Manager

RWE Americas
Mobile : 517-745-7546
353 N Clark St, 30th Floor, Chicago, IL 60654
Jkevin.cole@rwe.com

From: Cole, J Kevin <JKevin.Cole@rwe.com>
Sent: Thursday, April 23, 2026 12:24 PM
To: Scott Merillat
Cc: Carol Mcknight; Aleyda Galan; John Veres; Gruzdownich, Nicholas; Swamynathan, Gautam
Subject: RE: [EXT] Re: Rouget Road Solar Project - MPSC Filing and Road Use Coordination

Hi Scott,

I wanted to check in regarding progress on the RUA and see if there are any items you need from our team to support drafting.

We are looking forward to advancing the agreement and reaching a version that works well for everyone involved. When you have a chance, could you share an estimated timeline for circulating a draft?

Appreciate your continued coordination and please let me know how we can assist.

Best,
Kevin

J. Kevin Cole
Sr. Development Manager

RWE Americas
Mobile : 517-745-7546
353 N Clark St, 30th Floor, Chicago, IL 60654
Jkevin.cole@rwe.com

From: Scott Merillat <ScottM@lenaweeroads.com>
Sent: Tuesday, May 5, 2026 3:24 PM
To: Cole, J Kevin
Cc: Carol Mcknight; Aleyda Galan; John Veres; Gruzdownich, Nicholas; Swamynathan, Gautam
Subject: Re: [EXT] Re: Rouget Road Solar Project - MPSC Filing and Road Use Coordination

Kevin,

I will complete my information by the end of next week and will send it to our attorney to prepare the document. I'm not sure of his schedule but I anticipate having the RUA complete and ready to send to you before the end of this month.

Scott A. Merillat, P.E.
Managing Director
Lenawee County Road Commission
(517) 577-6364

From: Cole, J Kevin <JKevin.Cole@rwe.com>
Sent: Tuesday, May 5, 2026 3:55 PM
To: Scott Merillat
Cc: Carol Mcknight; Aleyda Galan; John Veres; Gruzdownich, Nicholas; Swamynathan, Gautam
Subject: RE: [EXT] Re: Rouget Road Solar Project - MPSC Filing and Road Use Coordination

Hi Scott,

Thank you for the update and for outlining the next steps.

We appreciate you keeping things moving and will be ready to review the draft once it is available.

If there is anything we can provide in the meantime to help streamline the drafting process, please don't hesitate to reach out.

Thanks again and looking forward to next steps.

Best,
Kevin

J. Kevin Cole
Sr. Development Manager

RWE Americas
Mobile : 517-745-7546
353 N Clark St, 30th Floor, Chicago, IL 60654
Jkevin.cole@rwe.com

From: Cole, J Kevin <JKevin.Cole@rwe.com>
Sent: Friday, May 29, 2026 4:23 PM
To: Scott Merillat
Cc: Carol Mcknight; Aleyda Galan; John Veres; Gruzdownich, Nicholas; Swamynathan, Gautam
Subject: RE: [EXT] Re: Rouget Road Solar Project - MPSC Filing and Road Use Coordination

Hi Scott,

I hope all is going well.

I wanted to touch base regarding the Road Use Agreement for the Rouget Road Solar Project. Since we have not yet received the draft, I was wondering if you could provide an update on the status and expected timing for completion.

We appreciate all of your work on this and remain available if any information is needed from our side.

Best,
Kevin

J. Kevin Cole
Sr. Development Manager

RWE Americas
Mobile : 517-745-7546
353 N Clark St, 30th Floor, Chicago, IL 60654
Jkevin.cole@rwe.com

From: Scott Merillat <ScottM@lenaweeroads.com>
Sent: Monday, June 8, 2026 11:21 AM
To: Cole, J Kevin
Cc: Carol Mcknight; Aleyda Galan; John Veres; Gruzdownich, Nicholas; Swamynathan, Gautam
Subject: Re: [EXT] Re: Rouget Road Solar Project - MPSC Filing and Road Use Coordination

Kevin,

Our legal counsel has the document for final review. I contacted his office this morning, and he is currently in court for a trial this week. They couldn't provide a timeline for him to finalize the document.

Scott A. Merillat, P.E.
Managing Director
Lenawee County Road Commission
(517) 577-6364

From: Cole, J Kevin <JKevin.Cole@rwe.com>
Sent: Monday, June 8, 2026 11:56 AM
To: Scott Merillat
Cc: Carol Mcknight; Aleyda Galan; John Veres; Gruzdownich, Nicholas; Swamynathan, Gautam
Subject: RE: [EXT] Re: Rouget Road Solar Project - MPSC Filing and Road Use Coordination

Hi Scott,

I wanted to check in for a timeline update for the RUA and see when we might expect the first draft for review.

Thanks,
Kevin

J. Kevin Cole
Sr. Development Manager

RWE Americas
Mobile : 517-745-7546
353 N Clark St, 30th Floor, Chicago, IL 60654
Jkevin.cole@rwe.com

From: Cole, J Kevin <JKevin.Cole@rwe.com>
Sent: Monday, June 8, 2026 12:12 PM
To: Scott Merillat
Cc: Carol Mcknight; Aleyda Galan; John Veres; Gruzdownich, Nicholas; Swamynathan, Gautam
Subject: RE: [EXT] Re: Rouget Road Solar Project - MPSC Filing and Road Use Coordination

Hi Scott,

Thank you for the prompt update.

I appreciate you checking in with legal counsel and understand that their current trial schedule may impact timing.

We are eager to begin final negotiations once the review is complete so that we can continue advancing the project according to schedule.

Please keep us informed of any developments and let us know if there is anything we can provide to assist with the process.

Best,
Kevin

J. Kevin Cole
Sr. Development Manager

RWE Americas
Mobile : 517-745-7546
353 N Clark St, 30th Floor, Chicago, IL 60654
Jkevin.cole@rwe.com

From: Tountas, D. Adam <dtountas@shrr.com>
Sent: Monday, June 29, 2026 1:54 PM
To: Cole, J Kevin <JKevin.Cole@rwe.com>
Cc: Scott Merillat <scottm@lenaweeroads.com>; Brown, Reathel <rbrown@shrr.com>
Subject: [EXT] Rouget Road Solar Project (Road Use Agreement)

[EXTERNAL SENDER **]:**

Do not click links, open attachments or enter your ID/Password unless you recognize the sender and certain the content is safe. **If anything appears suspicious, report it.** Consider the following before taking action: Were you expecting this email? Can you verify the sender? Are the grammar and spelling correct? Does the content or request make sense?

[EXTERNER ABSENDER **]:**

Klicken Sie nicht auf Links, öffnen Sie keine Anhänge und geben Sie Ihre ID/Ihr Kennwort nur dann ein, wenn Sie den Absender erkennen und sicher sind, dass der Inhalt sicher ist. **Wenn Ihnen etwas verdächtig vorkommt, melden Sie es.** Beachten Sie Folgendes, bevor Sie Maßnahmen

Kevin:

I hope you're doing well.

We represent the Lenawee County Road Commission.

Scott Merillat asked me to send you a copy of our client's proposed road use agreement. It's attached. So are the appendixes.

Please let me know if you have any questions or concerns.

Best regards,

D. ADAM TOUNTAS | ATTORNEY
SMITH HAUGHEY RICE & ROEGGE
Direct Phone: 616-458-0437 | E-mail: atountas@shrr.com

100 Monroe Center NW | Grand Rapids, MI 49503-2802
Phone 616-774-8000 Fax 616-774-2461 | www.shrr.com



***** Smith Haughey Rice & Roegge ***** Please note that this email message and any attachments may contain privileged or confidential information that is protected against use or disclosure under federal and state law. If you have received this in error, please advise by immediate reply. Any transmission to persons other than the intended recipient shall not constitute a waiver of any applicable privileges. Any unauthorized use, disclosure, copying or dissemination is strictly prohibited.

AGREEMENT FOR ROAD USE, IMPROVEMENT, AND REPAIR

This AGREEMENT FOR ROAD USE, IMPROVEMENT, AND REPAIR (“Agreement”) is entered into this ____ day of _____ 2026 (“Effective Date”), between RWE Americas (“Developer”) and the Lenawee County Road Commission (the “Road Commission”). Developer and the Road Commission may be referred to herein, individually, as a “Party” and collectively as the “Parties.” The term “Developer’s Representative(s)” shall include Developer’s contractors, subcontractors, agents, employees, suppliers, and designees.

RECITALS

1. WHEREAS, Developer intends to construct a solar energy facility, more specifically known as the Rouget Road Solar Farm, LLC, in Lenawee County (the “Project”).
2. WHEREAS, the Road Commission is responsible for the repair and maintenance of certain roadways within Lenawee County.
3. WHEREAS, in connection with the development, construction, operation, maintenance, and decommissioning of the Project, it will be necessary for Developer and its contractors and subcontractors or designees to: (i) transport heavy equipment and materials over designated haul routes located in Lenawee County, which may in certain cases be in excess of the design limits of such roads; (ii) transport personnel, equipment, and materials on such roads in a manner that violates the load maximums and seasonal weight reductions imposed by law; (iii) widen such roads and make certain modifications and improvements (both temporary and permanent) to such roads to permit such equipment, personnel, and materials to pass; and (iv) place certain electrical cables for the Project adjacent to, or under, or across certain roads for the purposes of the collection, distribution, and transmission of electricity to and from, and between and among various parts of, the Project.
4. WHEREAS, the Developer will provide the following documents to Road Commission:
 - a) A proposed Site Layout Plan for the Project; and
 - b) If necessary, a principal road upgrade schedule (the "Principal Road Upgrade Schedule").
5. WHEREAS, the Road Commission and Developer wish to enter into an agreement for the use, repair, and improvement of the Designated Roads (as defined in Appendix B), and to otherwise offset the administrative costs and fees that will be incurred by the Road Commission as a result of the Project.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

APPENDIX A

DEFINITIONS

"Electrical/Communications Installation" means the routing, construction, and installation, above or below ground, at a location adjacent to, under, or across certain roads, as identified on Appendix C, of certain wires, cables, conduits, and/or lines (and their associated equipment) related to the collection, distribution, or transmission of the Project's (i) electrical power output at a voltage of up to 345 kV and (ii) construction, maintenance, and operation related data.

"Agreement", "Developer", "Road Commission", "Effective Date", "Parties", and "Party" have the respective meanings assigned to them in the preamble to the Agreement.

"Appendix" shall mean an appendix to this Agreement, including any Attachment to such Appendix.

"Article" and **"Section"** shall refer, respectively, to an article and section of this Agreement.

"Attachment" shall refer to an attachment to an Appendix.

"Business Day" refers each of, and **"Business Days"** refers to all weekdays, except those designated as national holidays or state holidays in Michigan.

"Road Commission Designee" means that a person designated by the Road Commission in a written notice delivered to Developer.

"County" means Lenawee County.

"Current Improvements" means near-term Improvements to the Designated Roads made in accordance with Section 4.2.

"Designated Road" means any road specifically and expressly identified as a Designated Road in Appendix B to the Agreement, and **"Designated Roads"** means any two or more thereof; *provided, however*, that Designated Roads do not include any state or federal road or highway even if depicted in Appendix B.

"Developer Party" refers to each of, and **"Developer Parties"** refers to all of, Developer and its contractors and subcontractors and each of their respective agents, employees, representatives, and permitted assigns.

"Developer Representative" means the initial representative of Developer designated in Section 11.14 or such other representative of Developer as may be designated by Developer in a written notice delivered to the Road Commission from time to time.

"Event of Default" means the occurrence of any one or more of the following events:

- a) Failure by either Party to make any payment or reimbursement due under the terms of the Agreement when due and payable, when such failure continues for third (30) days after receipt by Developer of written notice of such failure from the Road Commission.
- b) Failure by either Party to comply with any of its non-monetary obligations, covenants, agreements or conditions contained in this Agreement, when such failure continues for third (30) days after written notice of default from the Road Commission; *provided*, that if such failure cannot reasonably be cured within the third (30) day period, a default shall not be deemed to have occurred if Developer begins to cure the breach within the thirty (30) day period and thereafter diligently and in good faith continues to pursue the cure of the breach until cured.
- c) Either Party experiencing either of the following:
 - (i) Voluntarily commencement of bankruptcy, insolvency, moratorium, reorganization, stay, or similar debtor-relief proceedings, or having become insolvent or generally failing to pay its debts as they become due, or having admitted in writing its inability to pay its debts, or the making of an assignment for the benefit of creditors; or
 - (ii) Bankruptcy, insolvency, receivership, reorganization, or a similar proceeding having been commenced against such Party and such proceeding remaining undismissed or unstayed for a period of ninety (90) days.

"Force Majeure Event" means a cause or event that is beyond the reasonable control, and without the fault or negligence, of the Party claiming such Force Majeure Event, to the extent such cause or event prevents or delays performance of any obligation imposed on the Party claiming such Force Majeure Event (other than an obligation to pay money), and includes the following: natural disasters; fire; lightning strikes; earthquake; unavailability of equipment; acts of God; unusually severe actions of the elements such as snow, floods, hurricanes, or tornadoes; causes or events affecting the performance of third-party suppliers of goods or services to the extent caused by an event that otherwise is a Force Majeure Event under this definition; sabotage; terrorism; war; riots or public disorders; strikes or other labor disputes; and actions or failures to act (including expropriation and requisition) of any governmental agency.

"Future Improvements" means such reasonable further Improvements as Developer believes to be reasonably necessary to accommodate the use of the Designated Roads by the Developer Parties for operation and maintenance of the Project.

"Improvements" means improvements and modifications by Developer to the Designated Roads and may include the strengthening and widening of Designated Roads, the strengthening and/or spanning of existing culverts and bridges thereon, and other improvements and modifications reasonably necessary to accommodate increased traffic and the heavy equipment and materials to be transported on the Designated Roads.

"Indemnitor" and **"Indemnitee"** have the respective meaning assigned to them in Article IX.

"Land Rights" means rights or interests in real estate, including any easement (proscriptive or otherwise), leasehold, right of way, licenses, or title in fee, as well as all consents, authorizations, and approvals that may be required for the full exercise thereof.

"Losses" means any and all losses, damages, liabilities, and expenses, including reasonable attorneys' fees and court costs.

"Permitted Collateral Assignee" means any lender providing financing of any sort, including equity financing, for the Project as security for Developer's obligations under a financing agreement or similar (including a trustee or agent for the benefit of its lenders).

"Plans" means plans, drawings, and specifications for Current Improvements.

"Private Land Rights" means Land Rights in or to private property which Land Rights are not owned by and do not relate to any real property that lies within any easement or right of way held by the Road Commission.

"Project" has the meaning assigned to it in the recitals of this Agreement.

"Repair" and **"Repairs"** refer to the performance of work (or causing the performance of work) on a Designated Road or related appurtenance (including any bridge, culvert, or other fixture upon such Designated Road) in order to repair damage beyond ordinary wear and tear, so as to restore such Designated Road or related appurtenance to the condition it was in prior to such damage, as near as is reasonably practicable and; *provided, however*, that Repairs shall not include removal or plowing of snow.

"Significant Fugitive Dust" means dust that creates a nuisance by drifting beyond the boundary of the property on which such dust is raised, it being understood that dust drifting onto a vacant lot, pasture, or field may not be a nuisance.

APPENDIX B

DESIGNATED ROADS

The Designated Roads are identified below. No other roads are Designated Roads. State highway(s) are not Designated Roads and are not subject to the Agreement.

Ogden Hwy	Gorman Rd to US-223
Humphrey Hwy	US-223 to Deerfield Rd
Myers Hwy	Sharp Rd to 0.77 mi. north of US-223
Van Hwy	US-223 to 0.43 mi. north of US-223
Scott Hwy	Gorman Rd to Engle Rd
Robb Hwy	Engle Rd to US-223
Gorman Rd	Ogden Hwy to Scott Hwy
Engle Rd	Ogden Hwy to Robb Hwy
Cook Rd	Ogden Hwy to Robb Hwy
Sharp Rd	Ogden Hwy to Robb Hwy
Carleton Rd	Ogden Hwy to US-223

APPENDIX C

ELECTRICAL / COMMUNICATIONS INSTALLATION

The attached map(s) depict routing, construction, and installation of the Electrical / Communications Installation adjacent to, under, or across certain roads.

ARTICLE I DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined shall have the meanings assigned to them in Appendix A.

ARTICLE II USE OF DESIGNATED ROADS BY DEVELOPER

2.1. Use of Designated Roads by Developer. All construction traffic related to the Project shall use exclusively the routes designated in the Site Layout Plan and Appendix B (the “Designated Roads”) and shall not use any Lenawee County roads and routes other than those so designated, unless otherwise directed by the Road Commission in the instance where the Road Commission is involved in an ongoing project involving a road, of portion of a road, otherwise scheduled to be used by the Developer. The Developer may use the Designated Roads at any time, seven (7) days a week. Such use may include the transportation of personnel, equipment, and materials to and from the Project and shall not be restricted by limitations or regulations of the Road Commission except as expressly provided in this Agreement (including Appendix B). From time to time, Developer may request that additional roads be included as Designated Roads by (i) submitting such a request to the Road Commission in writing, accompanied by an updated version of Appendix B that includes such additional roads. Upon Developer's submission of such a request, the Road Commission shall promptly (i) review such request and (ii) absent a material defect in the form of the updated Appendix B, or substantial reasons why such request should not be granted, provide written notice that such request has been granted, where upon Appendix B shall be deemed automatically amended and restated as such updated version of Appendix B without any further action required by either party.

2.2. Incidental Use. The Parties recognize that, while Developer does not currently anticipate use of roads within Lenawee County during construction of the Project other than Designated Roads and certain federal and state highways, the Developer Parties may, nevertheless, make some incidental use of roads other than Designated Roads. All Repairs of damage caused by such incidental use shall be dealt with by adding such road to Appendix B, as provided for in Section 2.1, with the performance of any resulting Repairs being made in accordance with Section 3.1 and Article VI of this Agreement as if such road had been a Designated Road when the underlying damage occurred.

2.3. Road Commission Designee: Commencement of Construction: Construction Period Meetings. Within ten (10) days after the execution of this Agreement, the Road Commission shall provide the name and contact information for the Road Commission Designee, who shall have authority to act on behalf of the Road Commission. Developer shall provide to the Road Commission Designee forty-eight (48) hours' prior written notice of the commencement of construction on Designated Roads. Beginning with commencement of construction of the Project, Developer and the Road Commission Designee shall meet from time to time upon the reasonable request of either Party to discuss the expected use of the Designated Roads, including the construction schedule and haul routes to be used. To the extent deemed appropriate by Developer, Developer may invite certain landowners whose property is near or adjacent to the areas of use to attend the meetings.

2.4. Fugitive Dust. Developer acknowledges that the Project will likely create Significant Fugitive Dust. As such, the Road Commission may, from time to time and in its sole discretion, address or minimize this Significant Fugitive Dust using water, calcium chloride, or some other appropriate means. The Developer agrees to pay for the cost of this Significant Fugitive Dust remediation, and further agrees that those payments will be made in accordance with the Financial Assurance and payment methods described in Article VI of this Agreement.

2.5. Road Closures. Developer shall use reasonable efforts to avoid the closure of any Lenawee County road. Nevertheless, Developer shall be permitted to close Designated Roads for brief periods in the interest of safety and to permit the passage of large loads and the installation of Improvements; *provided*, that Developer shall have provided the Road Commission with forty-eight (48) hours' prior notice of any planned road closure and obtained the Road Commission's approval thereof, which approval shall not be withheld except for reasons of public safety or substantial and unavoidable public inconvenience. Notice to the Road Commission Designee shall satisfy such requirement, provided that such notice is given by both telephone and either fax or e-mail.

ARTICLE III REPAIR OF DESIGNATED ROADS

3.1. Repair of Designated Roads.

- a) Repairs. Developer shall be responsible for all damage caused by the Developer Parties in relation to the Designated Roads. It is further understood that, throughout the construction phase of the Project, the Designated Roads will need to be repaired from time to time (the "Preliminary Repairs"). This repair work is separate and distinct from the final repairs contemplated in Section 3.1(c) of this Agreement (the "Final Repairs"). All Preliminary Repairs shall be performed by the Road Commission. It is understood and agreed that the Preliminary Repairs are subject to the Financial Assurance and payment methods described in Article VI of this Agreement.
- b) Notice of Repairs. Developer shall notify the Road Commission, as soon as practical, of any damage caused by the Developer Parties, and of any other damage noted by Developer, to any road in Lenawee County. The Developer further understands and agrees that the Road Commission shall repair any damage reported under this provision at the Developer's expense. It is also understood and agreed that these repairs shall be subject to the Financial Assurance and payment methods described in Article VI of this Agreement.
- c) Final Repairs. The Parties expressly acknowledge that, after the completion of the Project, the Designated Roads will need to be restored. This restoration work includes, but not by way of limitation: (i) reconstruction of the Designated Roads in any areas warranting the same;

(ii) repairs for any damage caused to the Designated Roads short of full reconstruction; and (iii) all sub grading resurfacing work performed on any paved Designated Roads (including asphalt roads and “chip and seal” roads) as may be necessary (the “Final Repairs”). The Parties desire that the Final Repairs shall be completed by the Road Commission at the Developer’s cost. The Developer shall provide the Road Commission the sum of \$4.3 million dollars (the “Final Repair Costs”) in order to satisfy Developer’s obligations under this section of the Agreement. This payment shall be made within ten (10) business days of the Agreement’s execution.

3.2. Collection System Cabling. The Road Commission acknowledges and approves the Electrical/Communications Installation as set forth in Appendix C. Instances where the Electrical/Communications Installations are required to cross a roadway near the Road Commission’s jurisdiction, the Developer shall design and construct such crossing in accordance as not to permanently impact the intended use of such road, public safety and considerations for road future maintenance by Road Commission. Developer shall also provide such reasonable documentation of the proposed crossings, as set forth in Appendix C, as the Road Commission may require. The Road Commission shall not require Electrical/Communications Installation cabling to be buried deeper than forty-eight (48) inches except (i) where Developer encounters previously laid cabling or other obstacle which would require Developer to bury said Electrical/Communications Installation cabling beneath the previously laid cabling or obstacle, and (ii) as required by state or federal law. The Road Commission acknowledges that Lenawee County road crossings by the Electrical/ Communications Installation may be open trenched and shall not be required to be bored, with the exception of asphalt surfaced Lenawee County roads, which shall be installed using directional bore. For above grade Electrical/Communications Installations the Road Commission shall not require Developer to install such installations greater than the local, state, and/or federal electrical code(s) requires.

3.3. Crane Crossings. The Road Commission hereby acknowledges that the Developer will need to cross Lenawee County roads with heavy construction equipment, such as but not limited to cranes, during the construction, operation, maintenance, and decommissioning of the Project. The Developer will use its best efforts to protect the existing Lenawee County road from damage during such crossings, and shall be responsible for any damages and subsequent repairs in accordance with the Financial Assurance and payment methods described in Article VI of this Agreement.

ARTICLE IV IMPROVEMENTS AND MODIFICATIONS TO DESIGNATED ROADS

4.1. In General. Road Commission shall complete any and all Improvements in accordance with this Article IV at Developer’s sole expense. It is understood and agreed that these Improvements are subject to the Financial Assurance and payment methods described in Article VI of this Agreement.

4.2. Current Improvements. Road Commission shall complete Current Improvements to certain Designated Roads prior to/and/or during the construction of the Project and in accordance

with Appendix B and the Plans. It is understood and agreed that the Current Improvements shall be subject to the Financial Assurance and payment methods described in Article VI of this Agreement. The Road Commission acknowledges that it has received from Developer, and is satisfied with and approves, the proposed use of the Designated Roads. The Parties also agree and acknowledge as follows:

- (a) that the Developer will develop Plans using a licensed engineer in the State of Michigan and submit to Road Commission an initial set of Plans;
- (b) that such Plans are not final and shall be revised so as to finalize them and take into account any need for changes as the Plans are finalized and conditions of the Designated Roads and Developer's construction plans change or become better known;
- (c) that it is, nevertheless, the Parties' intention that the Current Improvements be similar to the Current Improvements described on the Plans discussed and approved to date; and
- (d) that the Parties shall consult and cooperate reasonably so as to permit the Road Commission's review and approval of final (100% complete) Plans in a timely manner to not disrupt or delay the Developer's construction schedule.
- (e) The Developer may make changes to the plans, with the consent of the Road Commission, and in no way is obligated to complete such Current Improvements if deemed unnecessary by Developer and agreed to by both Parties.

4.3. The Road Commission's Jurisdiction. Nothing in this Article IV or this Agreement shall be construed as limiting or abrogating the Road Commission's jurisdiction or duties under applicable law concerning the construction, maintenance, and repair of highways and bridges within Lenawee County.

ARTICLE V NO CONSEQUENTIAL DAMAGES

The Parties waive all claims against each other (and against each other's parent company and Affiliates and their respective members, shareholders, officers, directors, agents, and employees) for any consequential, incidental, indirect, special, exemplary, or punitive damages (including loss of actual or anticipated profits, revenues or product loss by reason of shutdown or non-operation; increased expense of operation, borrowing or financing; loss of use or productivity; or increased cost of capital); and, regardless of whether any such claim arises out of breach of contract or warranty, tort, product liability, indemnity, contribution, strict liability, or any other legal theory. This Article V shall be fully effective with respect to the subject matter of this Agreement.

ARTICLE VI TERM, FINANCIAL ASSURANCE, AND REMEDIES

6.1. Term of Agreement. The term of this Agreement shall be from the Effective Date until the Developer has completed the Final Repairs, unless either Party terminates this Agreement as herein provided. Notwithstanding anything herein to the contrary, the following provisions of this Agreement shall survive its termination or expiration for so long as the Project has not permanently ceased commercial operation: (i) this Article VI, (ii) Article IX and (iii) Article X.

6.2. Remedies Upon Default Agreement. Whenever an Event of Default shall have occurred, the Party not in default shall have the right to terminate this Agreement and take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce the performance or observance of any obligations, agreements, or covenants of the Party in default under this Agreement.

6.3. Financial Assurance. Not less than ten (10) days prior to the start of construction phase of the Project, Developer shall provide the Road Commission with \$750,000 (the "Financial Assurance") to be deposited in an account of the Road Commission's choosing. The Financial Assurance shall be subject to the replenishment obligations listed below. Furthermore, the parties agree that:

- (a) the Financial Assurance shall provide security to the Road Commission for the construction phase of the Project and for the Preliminary Repairs.
- (b) during the construction phase of the Project, the Financial Assurance shall be in the amount of \$750,000, to be utilized by the Road Commission in the manner described in subsection (c) below, and with the further understanding that, any time the account is depleted below the amount of \$250,000, it shall be replenished by Developer back to its original \$750,000 amount.
- (c) the Road Commission shall draw upon the Financial Assurance to pay for all Preliminary Repairs during the life of the Project. Whenever funds are accessed in this manner, the Road Commission shall submit an invoice to the Developer. The invoice shall set forth the time, materials, and other charges that were incurred in connection with the repair work at issue.
- (d) within 30 days of receiving an invoice of the type described in subsection (c), the Developer may contest the amount of the underlying repairs, whether in whole or in part. If the Developer elects to contest repairs in this fashion, it shall submit a written notice to the Road Commission indicating as much. The Developer's written notice shall contain a detailed explanation of which expenses are disputed, why those expenses are disputed, and which expenses, if any, are approved. Upon receiving a written notice of this type, the Road Commission shall provide the Developer with additional information, in whatever form, substantiating the

invoice and expenses contained within the same. The parties shall seek to resolve their dispute in good faith. However, if they're unable to do so within 30 days of the Developer issuing a dispute notice, then the parties shall agree upon a third-party, Michigan licensed professional engineer to evaluate the dispute. This engineer's decision shall be binding on the parties. The cost of said engineer shall be paid by the Developer out of the Financial Assurance described in this section. It is understood and agreed that the Developer's decision to contest an expenditure (or multiple expenditures) shall in no way impede, limit, or interfere with the Road Commission's ability to use the Financial Assurance on a going-forward basis.

- (e) once the construction phase of the Project is complete, the Road Commission shall transfer to the Developer all unused monies being held as a part of the Financial Assurance.

6.4. Remedies Cumulative. The rights and remedies of the Road Commission under this Agreement shall be cumulative and shall not exclude any other rights or remedies the Road Commission may have at law or in equity with respect to any Event of Default under this Agreement.

6.5. Disputes. If a dispute arises under this Agreement, any Party may commence a proceeding at law or in equity to resolve such dispute. This Agreement shall be construed, interpreted, and the rights of the Parties determined in accordance with the laws of the State of Michigan, without reference to its choice of law provisions. The Parties agree that any dispute arising out of, related to, or connected with this Agreement shall be litigated solely in the 39th County Circuit Court, Lenawee County, Michigan.

ARTICLE VII FORCE MAJEURE EVENT

7.1. Applicability of Force Majeure Event. No Party will be in breach or liable for any delay or failure in its performance under this Agreement to the extent such performance is prevented or delayed due to a Force Majeure Event, provided that:

- (a) the affected Party shall give the other Party written notice describing the particulars of the occurrence, with written notice given promptly after the occurrence of the event, and in no event more than five (5) Business Days after the affected Party becomes aware that such occurrence is a Force Majeure Event; *provided*, however, that any failure of the affected Party to provide such written notice within such five (5) Business Day period shall not waive, prejudice, or otherwise affect such Party's right to relief under this Article VII;
- (b) the delay in performance will be of no greater scope and of no longer duration than is directly caused by the Force Majeure Event;

- (c) the Party whose performance is delayed or prevented will proceed with commercially reasonable efforts to overcome the events or circumstances preventing or delaying performance; and
- (d) when the performance of the Party claiming the Force Majeure event is no longer being delayed or prevented, that Party will give the other Party written notice to that effect.

ARTICLE VIII PERMITTING AND LAND RIGHTS

8.1. Review, Approval, and Permitting.

- a) within 45 calendar days of submittal of the site layout plan or any subsequent revisions, the Road Commission agrees to review and in writing either approve or provide comments on proposed Project site access road entrances, such approval not to be unreasonably withheld, conditioned or delayed.
- b) within 45 calendar days of submittal of engineered drawings at crossing locations, work and improvement design for collection facilities crossings of Lenawee County rights of way, Road Commission agrees to review and in writing either approve or provide comments on such drawings, such approval not to be unreasonably withheld, conditioned or delayed. Upon such approval, the Road Commission will cause all necessary permits, within control of the Road Commission, to be issued to allow Developer, its successors and assigns to install, construct, operate, repair, replace, remove, inspect and perpetually maintain collection facilities crossing under or over the rights of way within the Project boundary, and no further permit or easement from the Road Commission shall be necessary for such purpose. Other permits or consent outside of the control of the Road Commission may or may not be required. Any terms and/or conditions set forth in the form permit application that do not conflict with the terms and conditions set forth herein shall remain in full force and effect. In the case of a conflict between terms and conditions on the form permit, and this Agreement, then this Agreement, shall control. It is understood, however, that this Agreement does not control other government agencies such as the Lenawee County Drain Commission, and any requirement any other agencies may impose on Developer. The Road Commission shall have no ownership interest in or to any collection facilities, which shall remain wholly owned by Developer. Each crossing shall require an individual permit.
- c) within 45 calendar days of submittal of engineered drawings of driveways for Project access roads, the Road Commission agrees to review and in writing either approve or provide comments on such drawings, such approval not to be unreasonably withheld, conditioned or delayed. Upon such approval, the Road Commission will cause all necessary permits, within its control, to be issued, if any. Each driveway shall require an individual permit.

- d) within 45 calendar days of the principal road upgrade schedule or any subsequent revisions, the Road Commission agrees to review and in writing either approve or provide comments on proposed Project road impacts, such approval not to be unreasonably withheld, conditioned or delayed.

8.2. Land Rights. Subject to the terms and conditions of this Agreement, the Parties acknowledge that the Developer Parties may require certain Private Land Rights in order to conduct maintenance or complete Improvements to Designated Roads, complete the Electrical/Communications Installation, or access private lands necessary for any of the foregoing. Except for such Private Land Rights, and subject to the terms and conditions of this Agreement, the Road Commission represents and warrants that the Road Commission possesses and grants to Developer all Land Rights required, and that no further Land Rights are required for Developer, (i) to use the Designated Roads, (ii) to maintain and complete Improvements of the Designated Roads, and (iii) to complete the Electrical/Communications Installation insofar as the Designated Roads are affected thereby.

ARTICLE IX INDEMNITY

To the fullest extent permitted by law, each Party (as "**Indemnitor**") shall indemnify and hold harmless the other Party, and the affiliates, members, investors, and partners of such other Party, and its and their respective directors, shareholders, members, officers, and employees (collectively, "**Indemnitee**"), from and against all Losses, to the extent that such Losses may be caused by or arise out of performance of work upon the Designated Roads by the Indemnitor, or result from any breach of any representation or warranty made in this Agreement by Indemnitor.

ARTICLE X INSURANCE

Developer shall furnish Road Commission with evidence of Commercial General Liability Insurance in the amount of at least \$5,000,000.00 United States currency, per occurrence covering the construction and maintenance activities of Developer contemplated by this Agreement which may be accomplished by way of excess or umbrella policies. The insurance shall be written by a company rated by A.M. Best Company as an A- or better rating. The Certificate of Insurance shall be provided to the Road Commission before commencement of any work by the Developer, or the Developer's parties. The insurance policy shall provide for a 30 day prior notice of termination provision in favor of the Road Commission. The Road Commission shall be included as an additional insured on the policy. Such insurance may be terminated upon completion and acceptance of the Final Repairs. Notwithstanding the foregoing, Developer shall have the right to self-insure for \$1,000,000.00 of coverage described above as part of a program of corporate self-insurance, provided that if Developer no longer self-insure it will require and maintain the required insurance coverage. The remaining liability limits may be met with excess or umbrella insurance policy limits totaling \$4,000,000.00.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to the conflict of laws provisions in such state.

11.2. Compliance With Law. Developer agrees that all Repairs, Improvements, and the Electrical/Communications Installation shall comply with all applicable laws.

11.3. Administrative Fee. Developer shall pay to the Road Commission a nonrefundable, one-time fee of \$25,000 (the "Administrative Fee"). Payment of the Administrative Fee shall be made to the Road Commission within thirty (30) days of the execution of this Agreement. Payment of the Administrative Fee is intended to compensate the Road Commission for the time spent by its internal staff and outside counsel on account of the Project, as well as the administrative cost and time attributed to the review of the Project, and all other administrative costs reasonably related to the Project.

11.4. Amendments and Integration. This Agreement (including Appendices) shall constitute the complete and entire agreement between the Parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. Except as set out in Section 2.1 of this Agreement, this Agreement may be amended only by a written agreement signed by the Parties.

11.5. Assignment.

- a) Except as provided in subsections (b), (c), and (d) below, no Party to this Agreement shall assign, transfer, delegate, or encumber this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of the other Party. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or delayed; and (ii) without limiting the foregoing, in the case of the Road Commission, the Road Commission's approval may not be conditioned on the payment of any sum or the performance of any agreement other than the agreement of the assignee or transferee to perform the obligations of Developer pursuant to this Agreement.
- b) Developer may, without the consent of the Road Commission, assign this Agreement or any or all of its rights, interests, or obligations under this Agreement; *provided*, that such assignment shall be in connection with the conveyance or lease of the Project and the Developer assignee agrees in writing to be bound by the terms of this Agreement.
- c) Developer may, without the consent of the Road Commission, pledge, mortgage, grant a security interest in, or otherwise collaterally assign this Agreement or any or all of its rights, interests and obligations under this Agreement to a Permitted Collateral Assignee. In connection with any such collateral assignment to a Permitted Collateral Assignee, the Road Commission shall, upon the request of

Developer, deliver to Developer and the Permitted Collateral Assignee, without delay, a consent agreement in a form reasonably requested by Developer and the Permitted Collateral Assignee and which shall contain customary provisions.

- d) Developer may, without the consent of the Road Commission, assign this Agreement or any or all of its rights, interests, and obligations under this Agreement to (i) any corporation, partnership, limited liability company, or other business entity that acquires all or substantially all of the assets used in connection with the Project or (ii) any corporation, partnership, limited liability company, or other business entity that acquires all or a portion of the membership interests in Developer; *provided*, in each case, that such Developer assignee agrees in writing to be bound by the terms of this Agreement.

11.6. Notices. All notices, requests, demands, and other communications required or permitted to be given by the Parties hereunder shall be in writing and shall be delivered in person, by email, by facsimile, or by first class certified mail, postage and fees prepaid, to the address of the intended recipient as set forth below. Notice delivered in person shall be acknowledged in writing at the time of receipt. Notice delivered by email or facsimile shall be acknowledged by return email or facsimile within twenty-four (24) hours, excluding Saturdays, Sundays, and public holidays. All such notices, requests, demands, and other communications shall be deemed to have been received by the addressee, as follows: if by first class certified mail, three (3) days following mailing; if by email or facsimile, immediately following transmission; or if by personal delivery, upon such delivery. All such notices, requests, demands, and other communications shall be sent to the following addresses:

To Developer:

RWE Americas
353 N. Clark Street, 30th Floor
Chicago, Illinois 60654
Fax:
Email:
Attention:

To the Road Commission:

Lenawee County Road Commission
2461 Treat Highway
Adrian, Michigan 49211
Fax: 517-263-0611
Email: ScottM@lenaweeroads.com
Attn: Scott Merillat

The foregoing addresses may be changed by any Party by giving written notice to the other Party as provided above.

11.7. Exercise of Rights and Waiver. The failure of any Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof, nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

11.8. Nature of Relationship. The status of Developer under this Agreement shall be that of an independent contractor and not that of an agent, and, in accordance with such status, each Party and its officers, agents, employees, representatives, and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives, or servants of the other Party. Each Party accepts full responsibility for providing to its employees all statutory coverage for worker's compensation, unemployment, disability, or other coverage required by law. Notwithstanding the foregoing, it is not the Parties' intention to establish a relationship whereby the Road Commission is, and notwithstanding anything to the contrary in this Agreement, the Road Commission shall not be, a contractor of Developer with respect to any Repairs. Rather, the Road Commission shall perform Repairs as part of its ongoing maintenance of Lenawee County roads, and Developer's only obligations with respect to Repairs performed by the Road Commission shall be those set forth in this Agreement.

11.9. Severability. In the event that any clause, provision, or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be impaired, invalidated, or otherwise affected and shall remain in full force and effect.

11.10. Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of this Agreement. Where the context requires, all singular words in this Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement may have been prepared by one of the Parties, the Parties confirm that they and their respective counsel have reviewed, negotiated, and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole, and any presumption that ambiguities are to be resolved against the primary drafting Party shall not apply. All Appendices and Attachments referenced in this Agreement are incorporated in and form a part of this Agreement.

11.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

11.12. No Third-Party Beneficiary. No provisions of this Agreement shall in any way inure to the benefit of any other person or entity so as to make them a third-party beneficiary under this Agreement, or to otherwise give rise to any cause of action in any person not a Party hereto.

11.13. Confidentiality. Except to the extent in conflict with laws relating to freedom of information or public access to governmental information, and only to such extent, all data and information acquired by the Road Commission from Developer Parties (or their affiliates, representatives, agents, or contractors) in connection with the performance by Developer of its obligations hereunder, including information regarding the Project, shall be confidential and will not be disclosed by the Road Commission to any third party, and upon request of Developer will be returned thereto. Notwithstanding the foregoing, the Parties acknowledge and agree that such confidential information may be disclosed to third parties as may be necessary for Developer to perform its obligations under this Agreement and that Developer may disclose such confidential

information to its investors, potential investors, lenders, and potential lenders (including any tax equity investors). This provision will not prevent the Road Commission from providing any confidential information as required by open records laws, open meetings laws, or other laws regarding public information, or in response to the reasonable request of any governmental agency charged with regulating such Party's affairs; *provided*, that in the case of a request by such a governmental agency, if feasible, the Road Commission shall give prior notice to Developer of such disclosure and, if so requested by Developer, shall cooperate reasonably, at Developer's expense, in Developer's efforts (i) to oppose or resist the requested disclosure, as appropriate under the circumstances, or (ii) to otherwise make such disclosure subject to a protective order or other similar arrangement for confidentiality.

11.14. Representative of Developer. The Developer Representative shall act as the manager and coordinator of this Agreement on Developer's behalf and as liaison for Developer's communications with the Road Commission and the Road Commission Designee. The initial Developer Representative shall be _____.

11.15. Safety. Developer shall perform the work hereunder in a safe manner and shall obey all safety requirements of the Road Commission, and all applicable federal, state, and local laws, ordinances, rules, and regulations, that may be established from time to time. While work is being done on a Designated Road, Developer shall cause the Developer Parties to (i) place signs stating that people and vehicles are entering a construction area and (ii) identify certain hazards that may be present on the Designated Road. Developer also agrees to cause the Developer Parties to provide traffic control on the Designated Roads when such roads are blocked during their use by Developer or the Developer Parties under this Agreement. All traffic control devices and signage associated with Road construction shall comply with the Manual on Uniform Traffic Control Devices.

11.16. Cooperation. Notwithstanding anything contained herein to the contrary, the Road Commission agrees to reasonably cooperate with Developer's reasonable use of all Designated Roads for the operation and maintenance of the Project.

11.17. Extraordinary Events. The Parties acknowledge that, during the expected life of the Project, circumstances may arise which will make it necessary or advisable for Developer to make repairs to its heavy or bulky equipment beyond ordinary maintenance and that transportation of such components or equipment on or across Designated Roads may be necessary. The Parties agree that, if Developer determines that such circumstances have occurred, Developer will give advance written notice of the intended transportation plans to the Road Commission, and the Parties shall work together cooperatively in good faith to control such factors as: unreasonable costs for Developer; delays in transportation; inconvenience to Developer, the Road Commission and Lenawee County government, the traveling public, and nearby residents; and risks to public safety. It is further agreed that the Developer shall be financially responsible for any damage to the Designated Roads that may result under these circumstances.

11.18. Constitutional Limitations. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be construed or interpreted as having indebted the Road Commission, in any manner or for any purpose, to an amount exceeding in any year the Road Commission's income and revenue provided for such year.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement for Road Use, Improvement, and Repair effective as of the date first above written.

BOARD OF COUNTY ROAD COMMISSIONERS
OF LENAWEЕ COUNTY

Date

By:
Its:

RWE AMERICAS

Date

By:
Its:

From: Cole, J Kevin <JKevin.Cole@rwe.com>
Sent: Monday, July 27, 2026 1:06 PM
To: Tountas, D. Adam
Cc: Scott Merillat; Brown, Reathel; John Veres; Carol Mcknight; Aleyda Galan; Gruzdownich, Nicholas; Norfleet, Miranda; Swamynathan, Gautam
Subject: RE: Rouget Road Solar Project (Road Use Agreement)
Attachments: Redline - Rouget Road (MI) - RUA (07.24.26).pdf; Rouget Road - Road Use Agreement (RUA) (07.24.26).docx; Redline - Rouget Road (MI) - RUA Appendices (07.16.26).pdf; Rouget Road (MI) - RUA Appendices (07.16.26).docx; RRS_A-1.1 Proposed Haul Route.pdf

Hi Adam,

I hope all is going well.

Please find attached our redlined Road Use Agreement reflecting the revisions from our review. We believe these proposed revisions appropriately reflect our comments and concerns while preserving the overall intent and framework of the agreement.

Our team is eager to finalize the RUA and continue moving the project forward. We hope these revisions provide a reasonable basis for reaching agreement and welcome any feedback you may have. If it would be helpful to discuss any of the proposed changes, we would be happy to set up a call.

Thank you for your continued collaboration. We appreciate your time and consideration and look forward to your response.

Best,
Kevin

J. Kevin Cole
Sr. Development Manager

RWE Americas
Mobile : 517-745-7546
353 N Clark St, 30th Floor, Chicago, IL 60654
Jkevin.cole@rwe.com

AGREEMENT FOR ROAD USE, IMPROVEMENT, AND REPAIR

This AGREEMENT FOR ROAD USE, IMPROVEMENT, AND REPAIR (“**Agreement**”) is entered into this ____ day of _____ 2026 (“**Effective Date**”), between ~~RWE Americas~~ (Rouget Road Solar Farm, LLC, a Delaware limited liability company) (“**Developer**”) and the Lenawee County Road Commission (the “**Road Commission**”). Developer and the Road Commission may be referred to herein, individually, as a “**Party**” and collectively as the “**Parties**.” The term “**Developer’s Representative(s)**” shall include Developer’s contractors, subcontractors, agents, employees, suppliers, and designees.

RECITALS

1. WHEREAS, Developer intends to construct a solar energy facility, more specifically known as the Rouget Road Solar Farm, ~~LLC~~, in Lenawee County (the “**Project**”).
2. WHEREAS, the Road Commission is responsible for the repair and maintenance of certain roadways within Lenawee County.
3. WHEREAS, in connection with the development, construction, operation, maintenance, and decommissioning of the Project, it will be necessary for Developer and its contractors and subcontractors or designees to: (i) transport heavy equipment and materials over designated haul routes located in Lenawee County, which may in certain cases be in excess of the design limits of such roads; (ii) transport personnel, equipment, and materials on such roads in a manner that violates the load maximums and seasonal weight reductions imposed by law; (iii) widen such roads and make certain modifications and improvements (both temporary and permanent) to such roads to permit such equipment, personnel, and materials to pass; and (iv) place certain facilities, including electrical cables, lines or conduits, for the Project adjacent to, or under, or across certain roads for the purposes of the collection, distribution, and transmission of electricity to and from, and between and among various parts of, the Project.
4. WHEREAS, the Developer will provide the following documents to Road Commission:
 - a) A proposed Site Layout Plan for the Project; and
 - b) If necessary, a principal road upgrade schedule (the “**Principal Road Upgrade Schedule**”).
5. WHEREAS, the Road Commission and Developer wish to enter into an agreement for the use, repair, and improvement of the Designated Roads (as defined in Appendix B), and to otherwise offset the administrative costs and fees that will be incurred by the Road Commission as a result of the Project.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined shall have the meanings assigned to them in Appendix A.

ARTICLE II USE OF DESIGNATED ROADS BY DEVELOPER

2.1. Use of Designated Roads by Developer. ~~All~~ With respect to roadways over which Lenawee County and the Road Commission have jurisdiction, all construction traffic related to the Project shall use exclusively the routes designated in the Site Layout Plan and Appendix B (the “Designated Roads”) and shall not use any Lenawee County roads and routes other than those so designated, unless otherwise directed by the Road Commission in the instance where the Road Commission is involved in an ongoing project involving a road, or portion of a road, otherwise scheduled to be used by the Developer. For the avoidance of doubt, Designated Roads do not include any state or federal rights of ways, regardless as to whether they appear on Appendix B. The Developer may use the Designated Roads at any time, seven (7) days a week. Such use may include the transportation of personnel, equipment, and materials to and from the Project and shall not be restricted by limitations or regulations of the Road Commission except as expressly provided in this Agreement (including Appendix B). From time to time, Developer may request that additional roads be included as Designated Roads by (i) submitting such a request to the Road Commission in writing, accompanied by an updated version of Appendix B that includes such additional roads. Upon Developer's submission of such a request, the Road Commission shall promptly (i) review such request and (ii) absent a material defect in the form of the updated Appendix B, or substantial reasons why such request should not be granted, provide written notice that such request has been granted, where upon Appendix B shall be deemed automatically amended and restated as such updated version of Appendix B without any further action required by either party.

2.2. Incidental Use. The Parties recognize that, while Developer does not currently anticipate use of roads within Lenawee County during construction of the Project other than Designated Roads and certain federal and state highways, the Developer Parties may, nevertheless, make some incidental use of roads other than Designated Roads. However, the Developer shall remain liable for any damage caused to those roads during the Project, and the Road Commission waives no rights in that regard, notwithstanding anything in this Agreement to the contrary. All Repairs of material damage caused by such incidental use shall be dealt with by adding such road to Appendix B, as provided for in Section 2.1, with the performance of any resulting Repairs being made in accordance with Section 3.1 and Article VI of this Agreement as if such road had been a Designated Road when the underlying damage occurred.

2.3. Road Commission Designee: Commencement of Construction: Construction Period Meetings. Within ten (10) days after the execution of this Agreement, the Road Commission

shall provide the name and contact information for the **“Road Commission Designee”**, who shall have authority to act on behalf of the Road Commission. Developer shall provide to the Road Commission Designee forty-eight (48) hours' prior written notice of the commencement of construction on Designated Roads. Beginning with commencement of construction of the Project, Developer and the Road Commission Designee shall meet from time to time upon the reasonable request of either Party to discuss the expected use of the Designated Roads, including the construction schedule and haul routes to be used. To the extent deemed appropriate by Developer, Developer may invite certain landowners whose property is near or adjacent to the areas of use to attend the meetings.

2.4. Fugitive Dust. Developer acknowledges that the Project will likely create Significant Fugitive Dust. As such, ~~the Road Commission may, from time to time and in its sole discretion, Developer shall reasonably~~ address or minimize this Significant Fugitive Dust using water, calcium chloride, or some other appropriate ~~means. The Developer agrees to pay for the cost of this Significant Fugitive Dust remediation, and further agrees that those payments will be made in accordance with the Financial Assurance and payment methods described in Article VI of this Agreement.~~ commercially available, reasonable means in Developer's reasonable discretion, at Developer's sole cost.

2.5. Road Closures. Developer shall use reasonable efforts to avoid the closure of any Lenawee County road. Nevertheless, Developer shall be permitted to close Designated Roads for brief periods in the interest of safety and to permit the passage of large loads and the installation of Improvements; *provided*, that Developer shall have provided the Road Commission with forty-eight (48) hours' prior notice of any planned road closure and obtained the Road Commission's approval thereof, which approval shall not be withheld except for reasons of public safety or substantial and unavoidable public inconvenience. Notice to the Road Commission Designee shall satisfy such requirement, provided that such notice is given by both telephone and either fax or email.

ARTICLE III REPAIR OF DESIGNATED ROADS

3.1. Maintenance of Designated Roads.

(a) The Road Commission shall in a timely fashion maintain Designated Roads in accordance with the Road Commission's standard practices for road maintenance, having due regard for safety, prevailing and predicted weather conditions, and the presence of emergency conditions, including without limitation the removal or plowing of snow.

(b) Developer shall grade and maintain all non-paved Designated Roads during construction, including such measures for Significant Fugitive Dust as provided in Section 2.4.

3.1.2. Repair of Designated Roads.

- a) Repairs. Except as otherwise set forth herein, Developer shall be responsible for all damage to the extent caused by the Developer Parties in relation to the Designated Roads. It is further understood that, throughout the construction phase of the Project, the Designated Roads will need to be repaired from time to time (the “**Preliminary Repairs**”). This repair work is separate and distinct from the final repairs contemplated in Section 3.1(c) of this Agreement (the “**Final Repairs**”). ~~All Preliminary~~ Developer shall coordinate with the Road Commission to determine if any Preliminary Repairs necessitated during the life of the Project will be performed by Developer or by the Road Commission and/or its contractors. The Parties understand that the Road Commission has the final say as to whether the Developer’s Repairs shall be performed by the Road Commission or Developer. It is understood and agreed that the Preliminary Repairs are subject to the Financial Assurance and payment methods described in Article VI of this Agreement.
- b) Notice of Repairs. Developer shall notify the Road Commission, as soon as practical, of any damage caused by the Developer Parties, and of any other damage noted by Developer, to any road in Lenawee County. ~~The Developer further understands and agrees that, and shall discuss with the Road Commission shall repair any damage reported under this provision at the Developer’s expense,~~ the repairs necessary, and who should perform said repairs. Developer shall provide the Road Commission with reasonable details as to the nature, scope, and schedule of contemplated Repairs of damage to the County roads that Developer desires to perform, and unless substantial Road Commission interests would not be properly served by allowing Developer to make such Repairs, the Parties shall agree upon the manner in which Developer may proceed with such Repairs. It being understood, however that the final say as to whether the Developer, or the Road Commission makes or performs any repairs remains with Road Commission. It is also understood and agreed that these repairs shall be subject to the Financial Assurance and payment methods described in Article VI of this Agreement.
- c) Final Repairs. The Parties expressly acknowledge that, after the completion of the Project, the Designated Roads will need to be restored to Prior Road Condition (as hereinafter defined). This restoration work includes, but not by way of limitation: (i) reconstruction of the Designated Roads in any areas warranting the same to the extent so warranting as a result of Developer’s activities on such Designated Roads;
- (ii) repairs for any damage ~~caused~~ to the Designated Roads, to the extent resulting from Developer’s activities thereon, short of full reconstruction; and (iii) all sub grading resurfacing work performed on any paved Designated Roads (including asphalt roads and “chip and

seal” roads) as may be necessary based on damage to the extent resulting from Developer’s activities on such paved Designated Roads (the “**Final Repairs**”). The Parties desire that the Final Repairs shall be completed by the Road Commission at the Developer’s cost. ~~The As~~ such, at least forty-five (45) days prior to Developer’s mobilization of construction for the Project, Developer shall provide the Road Commission ~~the sum of \$4.3 million dollars~~ with an irrevocable letter of credit in the amount of Nine Hundred Thousand and 00/100 (\$900,000.00) (the “**Final Repair Costs LOC**”) in order to satisfy Developer’s obligations under this section of the Agreement. ~~This payment shall be made within ten (10) business days of the Agreement’s execution.~~ The Road Commission shall be entitled to draw upon the aforementioned letter of credit, in its entirety, to fund the Final Repairs in the manner it deems fit. For the avoidance of doubt, except for the Final Repair Costs LOC, Developer shall have no obligation to pay for or perform Final Repairs. Notwithstanding the foregoing, the Parties agree to cooperate to obtain a replacement Final Repair Costs LOC in the event that the amount of the Final Repair Costs LOC is reduced pursuant to the terms of this Agreement. As used herein, the “Prior Road Condition” shall be established by a pre-construction road condition survey performed by Developer, if such pre-condition road survey is performed and delivered to the Road Commission prior to commencement of construction on the Project.

3.3. ~~3.2.~~ Collection System Cabling. The Road Commission acknowledges and approves ~~the~~ Electrical/Communications Installation as set forth in Appendix C. Instances where the Electrical/Communications Installations are required to cross a roadway ~~near~~ within the Road Commission’s jurisdiction, the Developer shall design and construct such crossing in accordance as not to permanently impact the intended use of such road, public safety and considerations for road future maintenance by Road Commission. Developer shall also provide such reasonable documentation of the proposed crossings, as set forth in Appendix C, as the Road Commission may require. The Road Commission shall not require Electrical/Communications Installation cabling to be buried deeper than forty-eight (48) inches except (i) where Developer encounters previously laid cabling or other obstacle which would require Developer to bury said Electrical/Communications Installation cabling beneath the previously laid cabling or obstacle, and (ii) as required by state or federal law. The Road Commission acknowledges that Lenawee County road crossings by the Electrical/ Communications Installation may be open trenched and shall not be required to be bored, with the exception of ~~asphalt-surfaced Lenawee County roads~~ asphalt-surfaced Designated Roads, which shall be installed using directional bore. For above grade Electrical/Communications Installations the Road Commission shall not require Developer to install such installations greater than the local, state, and/or federal electrical code(s) requires.

3.4. ~~3.3.~~ Crane Crossings. The Road Commission hereby acknowledges that the Developer will need to cross ~~Lenawee County roads~~ the Designated Roads with heavy construction

equipment, such as but not limited to cranes, during the construction, operation, maintenance, and decommissioning of the Project. The Developer will use its best efforts to protect the existing Lenawee County road from damage during such crossings, and shall be responsible for any damages and subsequent repairs in accordance with Section 3.2 (a) and (b), and any other applicable portions of this Agreement, and subject to the Financial Assurance and payment methods described in Article VI of this Agreement.

3.5. Failure to Maintain or Repair. With respect to a Designated Road, in the event that the Road Commission does not perform maintenance as required by Section 3.1, or does not perform Repairs undertaken by the Road Commission pursuant to Section 3.2, Developer may request in writing that the Road Commission permit Developer to perform such maintenance or Repair, in which case Developer shall also provide the Road Commission with reasonable details as to the nature, scope, and schedule thereof. The Parties shall cooperate so as to permit the Road Commission to respond promptly to such a request, which the Road Commission shall endeavor in good faith to do. If the Road Commission does not object to such request within five (5) Business Days (or within two (2) Business Days if exigent circumstances require [e.g., if significant Project maintenance or construction delays might otherwise result]), or if the Road Commission grants such request, Developer may perform, or cause to be performed, such maintenance or Repair. If Developer performs such maintenance or Repair, Developer shall complete such maintenance or Repair to standards that are the same as or better than applicable Road Commission standards in all material respects and shall cooperate to permit the Road Commission to inspect such maintenance and Repair work during and after its performance. The Road Commission shall not be required to reimburse or otherwise compensate Developer for performing any such maintenance or Repair, unless such maintenance or Repair has been approved by the Road Commission, in which case the reasonable, documented cost of such Repair shall correspondingly decrease the amount of the Final Repair Costs LOC.

3.6. Limitation of Liability. It is the Parties' intent that the Developer's liability for any damage to the Designated Roads under this Agreement shall in no event exceed the sum of \$1.1 million, inclusive of the Final Repair Costs LOC and the Financial Assurance.

ARTICLE IV IMPROVEMENTS AND MODIFICATIONS TO DESIGNATED ROADS

4.1. In General. ~~Road Commission~~ Developer shall complete ~~any and all~~ Improvements in accordance with this Article IV ~~at Developer's sole expense. It is understood and agreed that these Improvements are subject to the Financial Assurance and payment methods described in Article VI of this Agreement.~~ Developer shall not be required to complete any improvement or modification, or perform any road work, that is not required by this Article IV, or in the case of Repairs, by Section 3.2, or that is expressly excluded from Developer's scope of work in Appendix E or in the Plans unless such improvement, modification, or work is required by applicable law.

4.2. Current Improvements. ~~Road Commission~~ Developer shall complete the Current Improvements to certain Designated Roads prior to/and/or during the construction of the Project and in accordance with Appendix B and the Plans. ~~It is understood and agreed that the Current~~

~~Improvements shall be subject to the Financial Assurance and payment methods described in Article VI of this Agreement.~~ The Road Commission acknowledges that it has received from Developer, and is satisfied with and approves, the proposed use of the Designated Roads. The Parties also agree and acknowledge as follows:

- (a) that the Developer will develop Plans using a licensed engineer in the State of Michigan and submit to Road Commission an initial set of Plans;
- (b) that such Plans are not final and shall be revised so as to finalize them and take into account any need for changes as the Plans are finalized and conditions of the Designated Roads and Developer's construction plans change or become better known;
- (c) that it is, nevertheless, the Parties' intention that the Current Improvements be similar to the Current Improvements described on the Plans discussed and approved to date; and
- (d) that the Parties shall consult and cooperate reasonably so as to permit the Road Commission's review and approval of final (100% complete) Plans in a timely manner to not disrupt or delay the Developer's construction schedule.
- (e) The Developer may make changes to the plans, with the consent of the Road Commission, and in no way is obligated to complete such Current Improvements if deemed unnecessary by Developer and agreed to by both Parties.

4.3. Future Improvements. After completion of the construction of the Project, and after all post construction repair obligations are met, for so long as the Project has not permanently ceased commercial operation, Developer may perform, but shall not be obligated to perform, the Future Improvements; provided, however, that such Future Improvements shall be subject to the Road Commission's customary review and permitting processes, if any, pursuant to statutory and regulatory authority.

~~4.3~~**4.4. The Road Commission's Jurisdiction.** Nothing in this Article IV or this Agreement shall be construed as limiting or abrogating the Road Commission's jurisdiction or duties under applicable law concerning the construction, maintenance, and repair of highways and bridges within Lenawee County.

ARTICLE V NO CONSEQUENTIAL DAMAGES

The Parties waive all claims against each other (and against each other's parent company and Affiliates and their respective members, shareholders, officers, directors, agents, and employees) for any consequential, incidental, indirect, special, exemplary, or punitive damages (including

loss of actual or anticipated profits, revenues or product loss by reason of shutdown or non-operation; increased expense of operation, borrowing or financing; loss of use or productivity; or increased cost of capital); and, regardless of whether any such claim arises out of breach of contract or warranty, tort, product liability, indemnity, contribution, strict liability, or any other legal theory. This Article V shall be fully effective with respect to the subject matter of this Agreement.

ARTICLE VI TERM, FINANCIAL ASSURANCE, AND REMEDIES

6.1. Term of Agreement. The term of this Agreement shall be from the Effective Date until the Developer has completed the Final Repairs, unless either Party terminates this Agreement as herein provided. Notwithstanding anything herein to the contrary, the following provisions of this Agreement shall survive its termination or expiration for so long as the Project has not permanently ceased commercial operation: (i) Section 3.2, Section 3.3 and Section 3.4, (ii) the right of the Developer Parties under Article IV (but not any obligation) to perform Future Improvements, (iii) this Article VI, (ii) Article IX and (iii) Article X.

6.2. Remedies Upon Default Agreement. Whenever an Event of Default shall have occurred, the Party not in default shall have the right to terminate this Agreement and take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce the performance or observance of any obligations, agreements, or covenants of the Party in default under this Agreement.

6.3. Financial Assurance. Not less than ten (10) days prior to the start of construction phase of the Project, Developer shall provide the Road Commission with \$750,000 (the "**Financial Assurance**") to be deposited in an account of the Road Commission's choosing. The Financial Assurance shall be used to pay for all Preliminary Repairs. The Financial Assurance is also subject to the replenishment obligations listed below. Furthermore, the parties agree that:

- (a) the Financial Assurance shall provide security to the Road Commission for the construction phase of the Project and for the Preliminary Repairs.
- (b) during the construction phase of the Project, the Financial Assurance shall be ~~in the amount of \$750,000, to be~~ utilized by the Road Commission in the manner described in subsection (c) below, and with the further understanding that, any time the account is depleted below the amount of \$250,000, it shall be replenished by Developer back to its original \$750,000 amount; provided that any replenishment of the Financial Assurance by Developer shall correspondingly decrease the Final Repair Costs LOC and provided that Developer's total obligation hereunder shall not exceed \$1,100,000.

- (c) the Road Commission shall draw upon the Financial Assurance to pay for all Preliminary Repairs during the life of the Project at the rates described in Appendix. Whenever funds are accessed in this manner, the Road Commission shall submit an invoice to the Developer. The invoice shall set forth the time, materials, and other charges that were incurred in connection with the repair work at issue, and shall otherwise conform to the requirements of Appendix.
- (d) within 30 days of receiving an invoice of the type described in this subsection (d), the Developer may contest the amount of the underlying repairs, whether in whole or in part. If the Developer elects to contest repairs in this fashion, it shall submit a written notice to the Road Commission indicating as much. The Developer's written notice shall contain a detailed explanation of which expenses are disputed, why those expenses are disputed, and which expenses, if any, are approved. Upon receiving a written notice of this type, the Road Commission shall provide the Developer with additional information, in whatever form, substantiating the invoice and expenses contained within the same. The parties shall seek to resolve their dispute in good faith. However, if they're unable to do so within 30 days of the Developer issuing a dispute notice, then the parties shall agree upon a third-party, Michigan licensed professional engineer to evaluate the dispute. This engineer's decision shall be binding on the parties. The cost of said engineer shall be paid by the Developer out of the Financial Assurance described in this section. It is understood and agreed that the Developer's decision to contest an expenditure (or multiple expenditures) shall in no way impede, limit, or interfere with the Road Commission's ability to use the Financial Assurance on a going-forward basis.
- (e) once the construction phase of the Project is complete and within ten (10) Business Days of request therefor, the Road Commission shall transfer to the Developer all unused monies being held as a part of the Financial Assurance prior to any draw on the Final Repair Costs LOC.

6.4. Remedies Cumulative. The rights and remedies of the Road Commission under this Agreement shall be cumulative and shall not exclude any other rights or remedies the Road Commission may have at law or in equity with respect to any Event of Default under this Agreement.

6.5. Disputes. If a dispute arises under this Agreement, any Party may commence a proceeding at law or in equity to resolve such dispute. This Agreement shall be construed, interpreted, and the rights of the Parties determined in accordance with the laws of the State of Michigan, without reference to its choice of law provisions. The

Parties agree that any dispute arising out of, related to, or connected with this Agreement shall be litigated solely in the 39th County Circuit Court, Lenawee County, Michigan.

ARTICLE VII FORCE MAJEURE EVENT

7.1. Applicability of Force Majeure Event. No Party will be in breach or liable for any delay or failure in its performance under this Agreement to the extent such performance is prevented or delayed due to a Force Majeure Event, provided that:

- (a) the affected Party shall give the other Party written notice describing the particulars of the occurrence, with written notice given promptly after the occurrence of the event, and in no event more than five (5) Business Days after the affected Party becomes aware that such occurrence is a Force Majeure Event; *provided*, however, that any failure of the affected Party to provide such written notice within such five (5) Business Day period shall not waive, prejudice, or otherwise affect such Party's right to relief under this Article VII;
- (b) the delay in performance will be of no greater scope and of no longer duration than is directly caused by the Force Majeure Event;
- (c) the Party whose performance is delayed or prevented will proceed with commercially reasonable efforts to overcome the events or circumstances preventing or delaying performance; and
- (d) when the performance of the Party claiming the Force Majeure event is no longer being delayed or prevented, that Party will give the other Party written notice to that effect.

ARTICLE VIII PERMITTING AND LAND RIGHTS

8.1. Review, Approval, and Permitting.

- a) within 45 calendar days of submittal of the site layout plan or any subsequent revisions, the Road Commission agrees to review and in writing either approve or provide comments on proposed Project site access road entrances, such approval not to be unreasonably withheld, conditioned or delayed.
- b) within 45 calendar days of submittal of engineered drawings at crossing locations, work and improvement design for collection facilities ~~crossings~~ crossing any of the of Lenawee County rights of way, Road Commission agrees to review and in writing either approve or provide comments on such drawings, such approval not to be unreasonably withheld, conditioned or delayed. Upon such approval, and conditioned only upon receipt of the normal permit fee set forth in the Road Commission fee schedule, and a permit application on a form approved by the

Road Commission, the Road Commission will cause all necessary permits, within control of the Road Commission, to be issued to allow Developer, its successors and assigns to install, construct, operate, repair, replace, remove, inspect and perpetually maintain collection facilities crossing under or over the rights of way within the Project boundary, and no further permit or easement from the Road Commission shall be necessary for such purpose. Other permits or consent outside of the control of the Road Commission may or may not be required. Any terms and/or conditions set forth in the form permit application that do not conflict with the terms and conditions set forth herein shall remain in full force and effect. In the case of a conflict between terms and conditions on the form permit, and this Agreement, then this Agreement, shall control. It is understood, however, that this Agreement does not control other government agencies such as the Lenawee County Drain Commission, and any requirement any other agencies may impose on Developer. The Road Commission shall have no ownership interest in or to any collection facilities, which shall remain wholly owned by Developer. Each crossing shall require an individual permit.

- c) within 45 calendar days of submittal of engineered drawings of driveways for Project access roads, the Road Commission agrees to review and in writing either approve or provide comments on such drawings, such approval not to be unreasonably withheld, conditioned or delayed. Upon such approval, the Road Commission will cause all necessary permits, within its control, to be issued, if any. Each driveway shall require an individual permit.
- d) within 45 calendar days of the submission of the principal road upgrade schedule or any subsequent revisions, the Road Commission agrees to review and in writing either approve or provide comments on proposed Project road impacts, such approval not to be unreasonably withheld, conditioned or delayed.
- e) provided that the Final Repair Costs LOC and the Financial Assurance have been provided and maintained as required by this Agreement, the Road Commission shall, within ten (10) days after delivery of a request therefor from time to time, cause each necessary permit, within control of the Road Commission, to be issued to allow Developer, its subcontractors or designees to: (i) transport heavy equipment and materials over and across the Designated Roads, which may in certain cases be in excess of the design limits of such Designated Roads; and (ii) transport personnel, equipment, and materials over and across such Designated Roads in a manner that violates the load maximums and seasonal weight reductions imposed by law.

8.2. Land Rights. Subject to the terms and conditions of this Agreement, the Parties acknowledge that the Developer Parties may require certain Private Land Rights in order to conduct maintenance or complete Improvements to Designated Roads, complete the Electrical/ Communications Installation, or access private lands necessary for any of the foregoing. Except for such ~~Private~~-Land Rights, and subject to the terms and conditions of this Agreement, the

Road Commission represents and warrants that the Road Commission possesses and grants to Developer all Land Rights required, and that no further Land Rights are required for Developer, (i) to use the Designated Roads, (ii) to maintain and complete Improvements of the Designated Roads, and (iii) to complete the Electrical/Communications Installation insofar as the Designated Roads are affected thereby.

8.3. Review and Inspection. Upon request by Developer, the Road Commission Designee shall review plans for any road work proposed by Developer, and inspect road work completed by Developer, under this Agreement for compliance with Road Commission specifications and right-of-way or easement restrictions. If the Road Commission Designee is able to confirm such compliance, the Road Commission Designee shall promptly so notify Developer in writing.

ARTICLE IX INDEMNITY

~~To~~Subject to Section 3.6 herein, to the fullest extent permitted by law, each Party ~~(as "~~, as "Indemnitor") shall indemnify and hold harmless the other Party, and the affiliates, members, investors, and partners of such other Party, and its and their respective directors, shareholders, members, officers, and employees (collectively, "Indemnitee"), from and against all Losses, to the extent that such Losses may be caused by or arise out of performance of work upon the Designated Roads by the Indemnitor, or result from any breach of any representation or warranty made in this Agreement by Indemnitor.

ARTICLE X INSURANCE

Developer shall furnish Road Commission with evidence of Commercial General Liability Insurance in the amount of at least \$5,000,000.00 United States currency, per occurrence covering the construction and maintenance activities of Developer contemplated by this Agreement which may be accomplished by way of excess or umbrella policies. The insurance shall be written by a company rated by A.M. Best Company as an A- or better rating. The Certificate of Insurance shall be provided to the Road Commission before commencement of any work by the Developer, or the Developer's parties. The insurance policy shall provide for a 30 day prior notice of termination provision in favor of the Road Commission. The Road Commission shall be included as an additional insured on the policy. Such insurance may be terminated upon completion and acceptance of the Final Repairs. Notwithstanding the foregoing, Developer shall have the right to self-insure for \$1,000,000.00 of coverage described above as part of a program of corporate ~~self-insurance~~ self-insurance, provided that if Developer no longer self-insure it will require and maintain the required insurance coverage. The remaining liability limits may be met with excess or umbrella insurance policy limits totaling \$4,000,000.00.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to the conflict of laws provisions in such state.

11.2. Compliance With Law. Developer agrees that all Repairs, Improvements, and the Electrical/Communications Installation shall comply with all applicable laws.

11.3. Administrative Fee. Developer shall pay to the Road Commission a nonrefundable, onetime fee of \$25,000 (the "Administrative Fee"). Payment of the Administrative Fee shall be made to the Road Commission within thirty (30) days of the execution of this Agreement. Payment of the Administrative Fee is intended to compensate the Road Commission for the time spent by its internal staff and outside counsel on account of the Project, as well as the administrative cost and time attributed to the [Road Commission's](#) review of the Project, and all other administrative costs reasonably related to the Project.

11.4. Amendments and Integration. This Agreement (including Appendices) shall constitute the complete and entire agreement between the Parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. Except as set out in Section 2.1 of this Agreement, this Agreement may be amended only by a written agreement signed by the Parties.

11.5. Assignment.

- a) Except as provided in subsections (b), (c), and (d) below, no Party to this Agreement shall assign, transfer, delegate, or encumber this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of the other Party. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or delayed; and (ii) without limiting the foregoing, in the case of the Road Commission, the Road Commission's approval may not be conditioned on the payment of any sum or the performance of any agreement other than the agreement of the assignee or transferee to perform the obligations of Developer pursuant to this Agreement.
- b) Developer may, without the consent of the Road Commission, assign this Agreement or any or all of its rights, interests, or obligations under this Agreement; *provided*, that such assignment shall be in connection with the conveyance or lease of the Project and the Developer assignee agrees in writing to be bound by the terms of this Agreement.
- c) Developer may, without the consent of the Road Commission, pledge, mortgage, grant a security interest in, or otherwise collaterally assign this Agreement or any or all of its rights, interests and obligations under this Agreement to a Permitted Collateral Assignee. In connection with any such collateral assignment to a Permitted Collateral Assignee, the Road Commission shall, upon the request of Developer, deliver to Developer and the Permitted Collateral Assignee, without delay, a consent agreement in a form reasonably requested by Developer and the Permitted Collateral Assignee and which shall contain customary provisions.

waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

11.8. Nature of Relationship. The status of Developer under this Agreement shall be that of an independent contractor and not that of an agent, and, in accordance with such status, each Party and its officers, agents, employees, representatives, and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives, or servants of the other Party. Each Party accepts full responsibility for providing to its employees all statutory coverage for worker's compensation, unemployment, disability, or other coverage required by law. Notwithstanding the foregoing, it is not the Parties' intention to establish a relationship whereby the Road Commission is, and notwithstanding anything to the contrary in this Agreement, the Road Commission shall not be, a contractor of Developer with respect to any Repairs. Rather, the Road Commission shall perform Repairs as part of its ongoing maintenance of Lenawee County roads, and Developer's only obligations with respect to Repairs performed by the Road Commission shall be those set forth in this Agreement.

11.9. Severability. In the event that any clause, provision, or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be impaired, invalidated, or otherwise affected and shall remain in full force and effect.

11.10. Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of this Agreement. Where the context requires, all singular words in this Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement may have been prepared by one of the Parties, the Parties confirm that they and their respective counsel have reviewed, negotiated, and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole, and any presumption that ambiguities are to be resolved against the primary drafting Party shall not apply. All Appendices and Attachments referenced in this Agreement are incorporated in and form a part of this Agreement.

11.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

11.12. No Third-Party Beneficiary. No provisions of this Agreement shall in any way inure to the benefit of any other person or entity so as to make them a third-party beneficiary under this Agreement, or to otherwise give rise to any cause of action in any person not a Party hereto.

11.13. Confidentiality. Except to the extent in conflict with laws relating to freedom of information or public access to governmental information, and only to such extent, all data and information acquired by the Road Commission from Developer Parties (or their affiliates, representatives, agents, or contractors) in connection with the performance by Developer of its obligations hereunder, including information regarding the Project, shall be confidential and will not be disclosed by the Road Commission to any third party, and upon request of Developer will be returned thereto. Notwithstanding the foregoing, the Parties acknowledge and agree that such confidential information may be disclosed to third parties as may be necessary for Developer to perform its obligations under this Agreement and that Developer may disclose such confidential information to its investors, potential investors, lenders, and potential lenders (including any tax equity investors). This provision will not prevent the Road Commission from providing any confidential information as required by open records laws, open meetings laws, or other laws regarding public information, or in response to the reasonable request of any governmental agency charged with regulating such Party's affairs; *provided*, that in the case of a request by such a governmental agency, if feasible, the Road Commission shall give prior notice to Developer of such disclosure and, if so requested by Developer, shall cooperate reasonably, at Developer's expense, in Developer's efforts (i) to oppose or resist the requested disclosure, as appropriate under the circumstances, or (ii) to otherwise make such disclosure subject to a protective order or other similar arrangement for confidentiality.

11.14. Representative of Developer. The “Developer Representative” shall act as the manager and coordinator of this Agreement on Developer's behalf and as liaison for Developer's communications with the Road Commission and the Road Commission Designee. The initial Developer Representative shall be _____.

11.15. Safety. Developer shall perform the work hereunder in a safe manner and shall obey all safety requirements of the Road Commission, and all applicable federal, state, and local laws, ordinances, rules, and regulations, that may be established from time to time. While work is being done on a Designated Road, Developer shall cause the Developer Parties to (i) place signs stating that people and vehicles are entering a construction area and (ii) identify certain hazards that may be present on the Designated Road. Developer also agrees to cause the Developer Parties to provide traffic control on the Designated Roads when such roads are blocked during their use by Developer or the Developer Parties under this Agreement. All traffic control devices and signage associated with Road construction shall comply with the Manual on Uniform Traffic Control Devices.

11.16. Cooperation. Notwithstanding anything contained herein to the contrary, the Road Commission agrees to reasonably cooperate with Developer's reasonable use of all Designated Roads for the operation and maintenance of the Project.

11.17.Extraordinary Events. The Parties acknowledge that, during the expected life of the Project, circumstances may arise which will make it necessary or advisable for Developer to make repairs to its heavy or bulky equipment beyond ordinary maintenance and that transportation of such components or equipment on or across Designated Roads may be necessary. The Parties agree that, if Developer determines that such circumstances have occurred, Developer will give advance written notice of the intended transportation plans to the Road Commission, and the Parties shall work together cooperatively in good faith to control such factors as: unreasonable costs for Developer; delays in transportation; inconvenience to Developer, the Road Commission and Lenawee County government, the traveling public, and nearby residents; and risks to public safety. It is further agreed that the Developer shall be financially responsible ~~for,~~ subject to the terms and conditions governing Developer's obligations with respect to Repairs in this Agreement, for performing Repairs to any damage to the Designated Roads that may result under these circumstances.

11.18.Constitutional Limitations. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be construed or interpreted as having indebted the Road Commission, in any manner or for any purpose, to an amount exceeding in any year the Road Commission's income and revenue provided for such year.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement for Road Use, Improvement, and Repair effective as of the date first above written.

BOARD OF COUNTY ROAD COMMISSIONERS
OF LENA WEE COUNTY

Date

By:
Its:

~~RWE AMERICAS~~
ROUGET ROAD SOLAR FARM, LLC

Date

By:
Its:

~~SHRR\8135402.v1~~

Summary report: Litera Compare for Word 11.14.1.3 Document comparison done on 7/24/2026 2:36:48 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Agreement for Road Use and Repair - (RWE Rouget Road Solar Farm) - (Original).docx	
Modified filename: Rouget Road - Road Use Agreement (RUA) (07.24.26).docx	
Changes:	
<u>Add</u>	79
Delete	42
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	121

APPENDIX A

DEFINITIONS

"Electrical/Communications Installation" means the routing, construction, and installation, above or below ground, at a location adjacent to, under, or across certain roads, as identified on Appendix C, of certain wires, cables, conduits, and/or lines (and their associated equipment) related to the collection, distribution, or transmission of the Project's (i) electrical power output at a voltage of up to 345 kV and (ii) construction, maintenance, and operation related data,

"Agreement", **"Developer"**, **"Road Commission"**, **"Effective Date"**, **"Parties"**, and **"Party"** have the respective meanings assigned to them in the preamble to the Agreement,

"Appendix" shall mean an appendix to this Agreement, including any Attachment to such Appendix,

"Article" and **"Section"** shall refer, respectively, to an article and section of this Agreement,

"Attachment" shall refer to an attachment to an Appendix,

"Business Day" refers each of, and **"Business Days"** refers to all weekdays, except those designated as national holidays or state holidays in Michigan,

"Road Commission Designee" means that a person designated by the Road Commission in a written notice delivered to Developer,

"County" means Lenawee County,

"Current Improvements" means near-term Improvements to the Designated Roads made in accordance with Section 4.2,

"Designated Road" means any road specifically and expressly identified as a Designated Road in Appendix B to the Agreement, and **"Designated Roads"** means any two or more thereof; *provided, however*, that Designated Roads do not include any state or federal road or highway even if depicted in Appendix B,

"Developer Party" refers to each of, and **"Developer Parties"** refers to all of, Developer and its contractors and subcontractors and each of their respective agents, employees, representatives, and permitted assigns,

"Developer Representative" means the initial representative of Developer designated in Section 11.14 or such other representative of Developer as may be designated by Developer in a written notice delivered to the Road Commission from time to time,

"Event of Default" means the occurrence of any one or more of the following events:

- a) Failure by either Party to make any payment or reimbursement due under the terms of the Agreement when due and payable, when such failure continues for third (30) days after receipt by the defaulting party of written notice of such failure from the non-defaulting party,
- b) Failure by either Party to comply with any of its non-monetary obligations, covenants, agreements or conditions contained in this Agreement, when such failure continues for third (30) days after written notice of default from the non-defaulting party; *provided*, that if such failure cannot reasonably be cured within the third (30) day period, a default shall not be deemed to have occurred if the defaulting begins to cure the breach within the thirty (30) day period and thereafter diligently and in good faith continues to pursue the cure of the breach until cured,
- c) Either Party experiencing either of the following:
 - (i) Voluntarily commencement of bankruptcy, insolvency, moratorium, reorganization, stay, or similar debtor-relief proceedings, or having become insolvent or generally failing to pay its debts as they become due, or having admitted in writing its inability to pay its debts, or the making of an assignment for the benefit of creditors; or
 - (ii) Bankruptcy, insolvency, receivership, reorganization, or a similar proceeding having been commenced against such Party and such proceeding remaining undismissed or unstayed for a period of ninety (90) days,

"Force Majeure Event" means a cause or event that is beyond the reasonable control, and without the fault or negligence, of the Party claiming such Force Majeure Event, to the extent such cause or event prevents or delays performance of any obligation imposed on the Party claiming such Force Majeure Event (other than an obligation to pay money), and includes the following: natural disasters; fire; lightning strikes; earthquake; unavailability of equipment; acts of God; unusually severe actions of the elements such as snow, floods, hurricanes, or tornadoes; causes or events affecting the performance of third-party suppliers of goods or services to the extent caused by an event that otherwise is a Force Majeure Event under this definition; sabotage; terrorism; war; riots or public disorders; strikes or other labor disputes; and actions or failures to act (including expropriation and requisition) of any governmental agency,

"Future Improvements" means such reasonable further Improvements as Developer believes to be reasonably necessary to accommodate the use of the Designated Roads by the Developer Parties for operation and maintenance of the Project,

"Improvements" means improvements and modifications by Developer to the Designated Roads and may include the strengthening and widening of Designated Roads, the strengthening and/or spanning of existing culverts and bridges thereon, and other improvements and modifications reasonably necessary to accommodate increased traffic and the heavy equipment and materials to be transported on the Designated Roads,

"Indemnitor" and **"Indemnatee"** have the respective meaning assigned to them in Article IX,

"Land Rights" means rights or interests in real estate, including any easement (proscriptive or otherwise), leasehold, right of way, licenses, or title in fee, as well as all consents, authorizations, and approvals that may be required for the full exercise thereof,

"Losses" means any and all losses, damages, liabilities, and expenses, including reasonable attorneys' fees and court costs,

"Permitted Collateral Assignee" means any lender providing financing of any sort, including equity financing, for the Project as security for Developer's obligations under a financing agreement or similar (including a trustee or agent for the benefit of its lenders),

"Plans" means plans, drawings, and specifications for Current Improvements,

"Private Land Rights" means Land Rights in or to private property which Land Rights are not owned by and do not relate to any real property that lies within any easement or right of way held by the Road Commission,

"Project" has the meaning assigned to it in the recitals of this Agreement,

"Repair" and **"Repairs"** refer to the performance of work (or causing the performance of work) on a Designated Road or related appurtenance (including any bridge, culvert, or other fixture upon such Designated Road) in order to repair damage beyond ordinary wear and tear, so as to restore such Designated Road or related appurtenance to the condition it was in prior to such damage, as near as is reasonably practicable and; *provided, however*, that Repairs performed by or on behalf of Developer shall not include removal or plowing of snow,

"Significant Fugitive Dust" means dust that creates a nuisance by drifting beyond the boundary of the property on which such dust is raised, it being understood that dust drifting onto a vacant lot, pasture, or field may not be a nuisance,

APPENDIX B

DESIGNATED ROADS

The Designated Roads are identified below, No other roads are Designated Roads, State highway(s) are not Designated Roads and are not subject to the Agreement,

Ogden Hwy	Gorman Rd to US-223
Humphrey Hwy	US-223 to Deerfield Rd
Myers Hwy	Sharp Rd to 0,77 mi, north of US-223
Van Hwy	US-223 to 0,43 mi, north of US-223
Scott Hwy	Gorman Rd to Engle Rd
Robb Hwy	Engle Rd to US-223
Gorman Rd	Ogden Hwy to Scott Hwy
Engle Rd	Ogden Hwy to Robb Hwy
Cook Rd	Ogden Hwy to Robb Hwy
Sharp Rd	Ogden Hwy to Robb Hwy
Carleton Rd	Ogden Hwy to US-223

APPENDIX C

ELECTRICAL / COMMUNICATIONS INSTALLATION

The attached map(s) depict routing, construction, and installation of the Electrical / Communications Installation adjacent to, under, or across certain roads,

AGREEMENT FOR ROAD USE, IMPROVEMENT, AND REPAIR

This AGREEMENT FOR ROAD USE, IMPROVEMENT, AND REPAIR (“**Agreement**”) is entered into this ____ day of _____ 2026 (“**Effective Date**”), between Rouget Road Solar Farm, LLC, a Delaware limited liability company (“**Developer**”) and the Lenawee County Road Commission (the “**Road Commission**”). Developer and the Road Commission may be referred to herein, individually, as a “**Party**” and collectively as the “**Parties**.” The term “**Developer’s Representative(s)**” shall include Developer’s contractors, subcontractors, agents, employees, suppliers, and designees.

RECITALS

1. WHEREAS, Developer intends to construct a solar energy facility, more specifically known as the Rouget Road Solar Farm in Lenawee County (the “**Project**”).
2. WHEREAS, the Road Commission is responsible for the repair and maintenance of certain roadways within Lenawee County.
3. WHEREAS, in connection with the development, construction, operation, maintenance, and decommissioning of the Project, it will be necessary for Developer and its contractors and subcontractors or designees to: (i) transport heavy equipment and materials over designated haul routes located in Lenawee County, which may in certain cases be in excess of the design limits of such roads; (ii) transport personnel, equipment, and materials on such roads in a manner that violates the load maximums and seasonal weight reductions imposed by law; (iii) widen such roads and make certain modifications and improvements (both temporary and permanent) to such roads to permit such equipment, personnel, and materials to pass; and (iv) place certain facilities, including electrical cables, lines or conduits, for the Project adjacent to, or under, or across certain roads for the purposes of the collection, distribution, and transmission of electricity to and from, and between and among various parts of, the Project.
4. WHEREAS, the Developer will provide the following documents to Road Commission:
 - a) A proposed Site Layout Plan for the Project; and
 - b) If necessary, a principal road upgrade schedule (the “**Principal Road Upgrade Schedule**”).
5. WHEREAS, the Road Commission and Developer wish to enter into an agreement for the use, repair, and improvement of the Designated Roads (as defined in Appendix B), and to otherwise offset the administrative costs and fees that will be incurred by the Road Commission as a result of the Project.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined shall have the meanings assigned to them in Appendix A.

ARTICLE II USE OF DESIGNATED ROADS BY DEVELOPER

2.1. Use of Designated Roads by Developer. With respect to roadways over which Lenawee County and the Road Commission have jurisdiction, all construction traffic related to the Project shall use exclusively the routes designated in the Site Layout Plan and Appendix B (the “**Designated Roads**”) and shall not use any Lenawee County roads and routes other than those so designated, unless otherwise directed by the Road Commission in the instance where the Road Commission is involved in an ongoing project involving a road, of portion of a road, otherwise scheduled to be used by the Developer. For the avoidance of doubt, Designated Roads do not include any state or federal rights of ways, regardless as to whether they appear on Appendix B. The Developer may use the Designated Roads at any time, seven (7) days a week. Such use may include the transportation of personnel, equipment, and materials to and from the Project and shall not be restricted by limitations or regulations of the Road Commission except as expressly provided in this Agreement (including Appendix B). From time to time, Developer may request that additional roads be included as Designated Roads by (i) submitting such a request to the Road Commission in writing, accompanied by an updated version of Appendix B that includes such additional roads. Upon Developer's submission of such a request, the Road Commission shall promptly (i) review such request and (ii) absent a material defect in the form of the updated Appendix B, or substantial reasons why such request should not be granted, provide written notice that such request has been granted, where upon Appendix B shall be deemed automatically amended and restated as such updated version of Appendix B without any further action required by either party.

2.2. Incidental Use. The Parties recognize that, while Developer does not currently anticipate use of roads within Lenawee County during construction of the Project other than Designated Roads and certain federal and state highways, the Developer Parties may, nevertheless, make some incidental use of roads other than Designated Roads. However, the Developer shall remain liable for any damage caused to those roads during the Project, and the Road Commission waives no rights in that regard, notwithstanding anything in this Agreement to the contrary. All Repairs of material damage caused by such incidental use shall be dealt with by adding such road to Appendix B, as provided for in Section 2.1, with the performance of any resulting Repairs being made in accordance with Section 3.1 and Article VI of this Agreement as if such road had been a Designated Road when the underlying damage occurred.

2.3. Road Commission Designee: Commencement of Construction: Construction Period Meetings. Within ten (10) days after the execution of this Agreement, the Road Commission shall

provide the name and contact information for the “**Road Commission Designee**”, who shall have authority to act on behalf of the Road Commission. Developer shall provide to the Road Commission Designee forty-eight (48) hours' prior written notice of the commencement of construction on Designated Roads. Beginning with commencement of construction of the Project, Developer and the Road Commission Designee shall meet from time to time upon the reasonable request of either Party to discuss the expected use of the Designated Roads, including the construction schedule and haul routes to be used. To the extent deemed appropriate by Developer, Developer may invite certain landowners whose property is near or adjacent to the areas of use to attend the meetings.

2.4. Fugitive Dust. Developer acknowledges that the Project will likely create Significant Fugitive Dust. As such, Developer shall reasonably address or minimize this Significant Fugitive Dust using water, calcium chloride, or some other appropriate, commercially available, reasonable means in Developer's reasonable discretion, at Developer's sole cost.

2.5. Road Closures. Developer shall use reasonable efforts to avoid the closure of any Lenawee County road. Nevertheless, Developer shall be permitted to close Designated Roads for brief periods in the interest of safety and to permit the passage of large loads and the installation of Improvements; *provided*, that Developer shall have provided the Road Commission with forty-eight (48) hours' prior notice of any planned road closure and obtained the Road Commission's approval thereof, which approval shall not be withheld except for reasons of public safety or substantial and unavoidable public inconvenience. Notice to the Road Commission Designee shall satisfy such requirement, provided that such notice is given by both telephone and either fax or email.

ARTICLE III REPAIR OF DESIGNATED ROADS

3.1. Maintenance of Designated Roads.

(a) The Road Commission shall in a timely fashion maintain Designated Roads in accordance with the Road Commission's standard practices for road maintenance, having due regard for safety, prevailing and predicted weather conditions, and the presence of emergency conditions, including without limitation the removal or plowing of snow.

(b) Developer shall grade and maintain all non-paved Designated Roads during construction, including such measures for Significant Fugitive Dust as provided in Section 2.4.

3.2. Repair of Designated Roads.

- a) Repairs. Except as otherwise set forth herein, Developer shall be responsible for all damage to the extent caused by the Developer Parties in relation to the Designated Roads. It is further understood that, throughout the construction phase of the Project, the Designated Roads will need to be repaired from time to time (the “**Preliminary Repairs**”). This repair work is separate and distinct from the final repairs

contemplated in Section 3.1(c) of this Agreement (the “**Final Repairs**”). Developer shall coordinate with the Road Commission to determine if any Preliminary Repairs necessitated during the life of the Project will be performed by Developer or by the Road Commission and/or its contractors. The Parties understand that the Road Commission has the final say as to whether the Developer’s Repairs shall be performed by the Road Commission or Developer. It is understood and agreed that the Preliminary Repairs are subject to the Financial Assurance and payment methods described in Article VI of this Agreement.

- b) Notice of Repairs. Developer shall notify the Road Commission, as soon as practical, of any damage caused by the Developer Parties, and of any other damage noted by Developer, to any road in Lenawee County, and shall discuss with the Road Commission, the repairs necessary, and who should perform said repairs. Developer shall provide the Road Commission with reasonable details as to the nature, scope, and schedule of contemplated Repairs of damage to the County roads that Developer desires to perform, and unless substantial Road Commission interests would not be properly served by allowing Developer to make such Repairs, the Parties shall agree upon the manner in which Developer may proceed with such Repairs. It being understood, however that the final say as to whether the Developer, or the Road Commission makes or performs any repairs remains with Road Commission. It is also understood and agreed that these repairs shall be subject to the Financial Assurance and payment methods described in Article VI of this Agreement.
- c) Final Repairs. The Parties expressly acknowledge that, after the completion of the Project, the Designated Roads will need to be restored to Prior Road Condition (as hereinafter defined). This restoration work includes, but not by way of limitation: (i) reconstruction of the Designated Roads in any areas warranting the same to the extent so warranting as a result of Developer’s activities on such Designated Roads; (ii) repairs for any damage to the Designated Roads, to the extent resulting from Developer’s activities thereon, short of full reconstruction; and (iii) all sub grading resurfacing work performed on any paved Designated Roads (including asphalt roads and “chip and seal” roads) as may be necessary based on damage to the extent resulting from Developer’s activities on such paved Designated Roads (the “**Final Repairs**”). The Parties desire that the Final Repairs shall be completed by the Road Commission at the Developer’s cost. As such, at least forty-five (45) days prior to Developer’s mobilization of construction for the Project, Developer shall provide the Road Commission with an irrevocable letter of credit in the amount of Nine Hundred Thousand and 00/100 (\$900,000.00) (the “**Final Repair Costs LOC**”) in order to satisfy Developer’s obligations under this section of the Agreement. The Road

Commission shall be entitled to draw upon the aforementioned letter of credit, in its entirety, to fund the Final Repairs in the manner it deems fit. For the avoidance of doubt, except for the Final Repair Costs LOC, Developer shall have no obligation to pay for or perform Final Repairs. Notwithstanding the foregoing, the Parties agree to cooperate to obtain a replacement Final Repair Costs LOC in the event that the amount of the Final Repair Costs LOC is reduced pursuant to the terms of this Agreement. As used herein, the “**Prior Road Condition**” shall be established by a pre-construction road condition survey performed by Developer, if such pre-condition road survey is performed and delivered to the Road Commission prior to commencement of construction on the Project.

3.3. Collection System Cabling. The Road Commission acknowledges and approves Electrical/Communications Installation as set forth in Appendix C. Instances where the Electrical/Communications Installations are required to cross a roadway within the Road Commission’s jurisdiction, the Developer shall design and construct such crossing in accordance as not to permanently impact the intended use of such road, public safety and considerations for road future maintenance by Road Commission. Developer shall also provide such reasonable documentation of the proposed crossings, as set forth in Appendix C, as the Road Commission may require. The Road Commission shall not require Electrical/Communications Installation cabling to be buried deeper than forty-eight (48) inches except (i) where Developer encounters previously laid cabling or other obstacle which would require Developer to bury said Electrical/Communications Installation cabling beneath the previously laid cabling or obstacle, and (ii) as required by state or federal law. The Road Commission acknowledges that Lenawee County road crossings by the Electrical/ Communications Installation may be open trenched and shall not be required to be bored, with the exception of asphalt-surfaced Designated Roads, which shall be installed using directional bore. For above grade Electrical/Communications Installations the Road Commission shall not require Developer to install such installations greater than the local, state, and/or federal electrical code(s) requires.

3.4. Crane Crossings. The Road Commission hereby acknowledges that the Developer will need to cross the Designated Roads with heavy construction equipment, such as but not limited to cranes, during the construction, operation, maintenance, and decommissioning of the Project. The Developer will use its best efforts to protect the existing Lenawee County road from damage during such crossings, and shall be responsible for any damages and subsequent repairs in accordance with Section 3.2 (a) and (b), and any other applicable portions of this Agreement, and subject to the Financial Assurance and payment methods described in Article VI of this Agreement.

3.5. Failure to Maintain or Repair. With respect to a Designated Road, in the event that the Road Commission does not perform maintenance as required by Section 3.1, or does not perform Repairs undertaken by the Road Commission pursuant to Section 3.2, Developer may request in writing that the Road Commission permit Developer to perform such maintenance or Repair, in which case Developer shall also provide the Road Commission with reasonable details as to the nature, scope, and schedule thereof. The Parties shall cooperate so as to permit the Road

Commission to respond promptly to such a request, which the Road Commission shall endeavor in good faith to do. If the Road Commission does not object to such request within five (5) Business Days (or within two (2) Business Days if exigent circumstances require [*e.g.*, if significant Project maintenance or construction delays might otherwise result]), or if the Road Commission grants such request, Developer may perform, or cause to be performed, such maintenance or Repair. If Developer performs such maintenance or Repair, Developer shall complete such maintenance or Repair to standards that are the same as or better than applicable Road Commission standards in all material respects and shall cooperate to permit the Road Commission to inspect such maintenance and Repair work during and after its performance. The Road Commission shall not be required to reimburse or otherwise compensate Developer for performing any such maintenance or Repair, unless such maintenance or Repair has been approved by the Road Commission, in which case the reasonable, documented cost of such Repair shall correspondingly decrease the amount of the Final Repair Costs LOC.

3.6. Limitation of Liability. It is the Parties' intent that the Developer's liability for any damage to the Designated Roads under this Agreement shall in no event exceed the sum of \$1.1 million, inclusive of the Final Repair Costs LOC and the Financial Assurance.

ARTICLE IV IMPROVEMENTS AND MODIFICATIONS TO DESIGNATED ROADS

4.1. In General. Developer shall complete Improvements in accordance with this Article IV. Developer shall not be required to complete any improvement or modification, or perform any road work, that is not required by this Article IV, or in the case of Repairs, by Section 3.2, or that is expressly excluded from Developer's scope of work in Appendix E or in the Plans unless such improvement, modification, or work is required by applicable law.

4.2. Current Improvements. Developer shall complete the Current Improvements to certain Designated Roads prior to/and/or during the construction of the Project and in accordance with Appendix B and the Plans. The Road Commission acknowledges that it has received from Developer, and is satisfied with and approves, the proposed use of the Designated Roads. The Parties also agree and acknowledge as follows:

- (a) that the Developer will develop Plans using a licensed engineer in the State of Michigan and submit to Road Commission an initial set of Plans;
- (b) that such Plans are not final and shall be revised so as to finalize them and take into account any need for changes as the Plans are finalized and conditions of the Designated Roads and Developer's construction plans change or become better known;
- (c) that it is, nevertheless, the Parties' intention that the Current Improvements be similar to the Current Improvements described on the Plans discussed and approved to date; and

- (d) that the Parties shall consult and cooperate reasonably so as to permit the Road Commission's review and approval of final (100% complete) Plans in a timely manner to not disrupt or delay the Developer's construction schedule.
- (e) The Developer may make changes to the plans, with the consent of the Road Commission, and in no way is obligated to complete such Current Improvements if deemed unnecessary by Developer and agreed to by both Parties.

4.3. Future Improvements. After completion of the construction of the Project, and after all post construction repair obligations are met, for so long as the Project has not permanently ceased commercial operation, Developer may perform, but shall not be obligated to perform, the Future Improvements; *provided, however*, that such Future Improvements shall be subject to the Road Commission's customary review and permitting processes, if any, pursuant to statutory and regulatory authority.

4.4. The Road Commission's Jurisdiction. Nothing in this Article IV or this Agreement shall be construed as limiting or abrogating the Road Commission's jurisdiction or duties under applicable law concerning the construction, maintenance, and repair of highways and bridges within Lenawee County.

ARTICLE V NO CONSEQUENTIAL DAMAGES

The Parties waive all claims against each other (and against each other's parent company and Affiliates and their respective members, shareholders, officers, directors, agents, and employees) for any consequential, incidental, indirect, special, exemplary, or punitive damages (including loss of actual or anticipated profits, revenues or product loss by reason of shutdown or non-operation; increased expense of operation, borrowing or financing; loss of use or productivity; or increased cost of capital); and, regardless of whether any such claim arises out of breach of contract or warranty, tort, product liability, indemnity, contribution, strict liability, or any other legal theory. This Article V shall be fully effective with respect to the subject matter of this Agreement.

ARTICLE VI TERM, FINANCIAL ASSURANCE, AND REMEDIES

6.1. Term of Agreement. The term of this Agreement shall be from the Effective Date until the Developer has completed the Final Repairs, unless either Party terminates this Agreement as herein provided. Notwithstanding anything herein to the contrary, the following provisions of this Agreement shall survive its termination or expiration for so long as the Project has not permanently ceased commercial operation: (i) Section 3.2, Section 3.3 and Section 3.4, (ii) the right of the

Developer Parties under Article IV (but not any obligation) to perform Future Improvements, (iii) this Article VI, (ii) Article IX and (iii) Article X.

6.2. Remedies Upon Default Agreement. Whenever an Event of Default shall have occurred, the Party not in default shall have the right to terminate this Agreement and take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce the performance or observance of any obligations, agreements, or covenants of the Party in default under this Agreement.

6.3. Financial Assurance. Not less than ten (10) days prior to the start of construction phase of the Project, Developer shall provide the Road Commission with \$750,000 (the "**Financial Assurance**") to be deposited in an account of the Road Commission's choosing. The Financial Assurance shall be used to pay for all Preliminary Repairs. The Financial Assurance is also subject to the replenishment obligations listed below. Furthermore, the parties agree that:

- (a) the Financial Assurance shall provide security to the Road Commission for the construction phase of the Project and for the Preliminary Repairs.
- (b) during the construction phase of the Project, the Financial Assurance shall be utilized by the Road Commission in the manner described in subsection (c) below, and with the further understanding that, any time the account is depleted below the amount of \$250,000, it shall be replenished by Developer back to its original \$750,000 amount; provided that any replenishment of the Financial Assurance by Developer shall correspondingly decrease the Final Repair Costs LOC and provided that Developer's total obligation hereunder shall not exceed \$1,100,000.
- (c) the Road Commission shall draw upon the Financial Assurance to pay for all Preliminary Repairs during the life of the Project at the rates described in Appendix __. Whenever funds are accessed in this manner, the Road Commission shall submit an invoice to the Developer. The invoice shall set forth the time, materials, and other charges that were incurred in connection with the repair work at issue, and shall otherwise conform to the requirements of Appendix __.
- (d) within 30 days of receiving an invoice of the type described in this subsection (d), the Developer may contest the amount of the underlying repairs, whether in whole or in part. If the Developer elects to contest repairs in this fashion, it shall submit a written notice to the Road Commission indicating as much. The Developer's written notice shall contain a detailed explanation of which expenses are disputed, why those expenses are disputed, and which expenses, if any, are approved. Upon receiving a written notice of this type, the Road Commission shall provide the Developer with additional information, in whatever form, substantiating the

invoice and expenses contained within the same. The parties shall seek to resolve their dispute in good faith. However, if they're unable to do so within 30 days of the Developer issuing a dispute notice, then the parties shall agree upon a third-party, Michigan licensed professional engineer to evaluate the dispute. This engineer's decision shall be binding on the parties. The cost of said engineer shall be paid by the Developer out of the Financial Assurance described in this section. It is understood and agreed that the Developer's decision to contest an expenditure (or multiple expenditures) shall in no way impede, limit, or interfere with the Road Commission's ability to use the Financial Assurance on a going-forward basis.

- (e) once the construction phase of the Project is complete and within ten (10) Business Days of request therefor, the Road Commission shall transfer to the Developer all unused monies being held as a part of the Financial Assurance prior to any draw on the Final Repair Costs LOC.

6.4. Remedies Cumulative. The rights and remedies of the Road Commission under this Agreement shall be cumulative and shall not exclude any other rights or remedies the Road Commission may have at law or in equity with respect to any Event of Default under this Agreement.

6.5. Disputes. If a dispute arises under this Agreement, any Party may commence a proceeding at law or in equity to resolve such dispute. This Agreement shall be construed, interpreted, and the rights of the Parties determined in accordance with the laws of the State of Michigan, without reference to its choice of law provisions. The Parties agree that any dispute arising out of, related to, or connected with this Agreement shall be litigated solely in the 39th County Circuit Court, Lenawee County, Michigan.

ARTICLE VII FORCE MAJEURE EVENT

7.1. Applicability of Force Majeure Event. No Party will be in breach or liable for any delay or failure in its performance under this Agreement to the extent such performance is prevented or delayed due to a Force Majeure Event, provided that:

- (a) the affected Party shall give the other Party written notice describing the particulars of the occurrence, with written notice given promptly after the occurrence of the event, and in no event more than five (5) Business Days after the affected Party becomes aware that such occurrence is a Force Majeure Event; *provided*, however, that any failure of the affected Party to provide such written notice within such five (5) Business Day period shall not waive, prejudice, or otherwise affect such Party's right to relief under this Article VII;

- (b) the delay in performance will be of no greater scope and of no longer duration than is directly caused by the Force Majeure Event;
- (c) the Party whose performance is delayed or prevented will proceed with commercially reasonable efforts to overcome the events or circumstances preventing or delaying performance; and
- (d) when the performance of the Party claiming the Force Majeure event is no longer being delayed or prevented, that Party will give the other Party written notice to that effect.

ARTICLE VIII PERMITTING AND LAND RIGHTS

8.1. Review, Approval, and Permitting.

- a) within 45 calendar days of submittal of the site layout plan or any subsequent revisions, the Road Commission agrees to review and in writing either approve or provide comments on proposed Project site access road entrances, such approval not to be unreasonably withheld, conditioned or delayed.
- b) within 45 calendar days of submittal of engineered drawings at crossing locations, work and improvement design for collection facilities crossing any of the of Lenawee County rights of way, Road Commission agrees to review and in writing either approve or provide comments on such drawings, such approval not to be unreasonably withheld, conditioned or delayed. Upon such approval and conditioned only upon receipt of the normal permit fee set forth in the Road Commission fee schedule, and a permit application on a form approved by the Road Commission, the Road Commission will cause all necessary permits, within control of the Road Commission, to be issued to allow Developer, its successors and assigns to install, construct, operate, repair, replace, remove, inspect and perpetually maintain collection facilities crossing under or over the rights of way within the Project boundary, and no further permit or easement from the Road Commission shall be necessary for such purpose. Other permits or consent outside of the control of the Road Commission may or may not be required. Any terms and/or conditions set forth in the form permit application that do not conflict with the terms and conditions set forth herein shall remain in full force and effect. In the case of a conflict between terms and conditions on the form permit, and this Agreement, then this Agreement, shall control. It is understood, however, that this Agreement does not control other government agencies such as the Lenawee County Drain Commission, and any requirement any other agencies may impose on Developer. The Road Commission shall have no ownership interest in or to any collection facilities, which shall remain wholly owned by Developer. Each crossing shall require an individual permit.

- c) within 45 calendar days of submittal of engineered drawings of driveways for Project access roads, the Road Commission agrees to review and in writing either approve or provide comments on such drawings, such approval not to be unreasonably withheld, conditioned or delayed. Upon such approval, the Road Commission will cause all necessary permits, within its control, to be issued, if any. Each driveway shall require an individual permit.
- d) within 45 calendar days of the submission of the principal road upgrade schedule or any subsequent revisions, the Road Commission agrees to review and in writing either approve or provide comments on proposed Project road impacts, such approval not to be unreasonably withheld, conditioned or delayed.
- e) provided that the Final Repair Costs LOC and the Financial Assurance have been provided and maintained as required by this Agreement, the Road Commission shall, within ten (10) days after delivery of a request therefor from time to time, cause each necessary permit, within control of the Road Commission, to be issued to allow Developer, its subcontractors or designees to: (i) transport heavy equipment and materials over and across the Designated Roads, which may in certain cases be in excess of the design limits of such Designated Roads; and (ii) transport personnel, equipment, and materials over and across such Designated Roads in a manner that violates the load maximums and seasonal weight reductions imposed by law.

8.2. Land Rights. Subject to the terms and conditions of this Agreement, the Parties acknowledge that the Developer Parties may require certain Private Land Rights in order to conduct maintenance or complete Improvements to Designated Roads, complete the Electrical/ Communications Installation, or access private lands necessary for any of the foregoing. Except for such Land Rights, and subject to the terms and conditions of this Agreement, the Road Commission represents and warrants that the Road Commission possesses and grants to Developer all Land Rights required, and that no further Land Rights are required for Developer, (i) to use the Designated Roads, (ii) to maintain and complete Improvements of the Designated Roads, and (iii) to complete the Electrical/Communications Installation insofar as the Designated Roads are affected thereby.

8.3. Review and Inspection. Upon request by Developer, the Road Commission Designee shall review plans for any road work proposed by Developer, and inspect road work completed by Developer, under this Agreement for compliance with Road Commission specifications and right-of-way or easement restrictions. If the Road Commission Designee is able to confirm such compliance, the Road Commission Designee shall promptly so notify Developer in writing.

ARTICLE IX INDEMNITY

Subject to Section 3.6 herein, to the fullest extent permitted by law, each Party, as “**Indemnitor**” shall indemnify and hold harmless the other Party, and the affiliates, members, investors, and partners of such other Party, and its and their respective directors, shareholders, members, officers, and employees (collectively, “**Indemnitee**”), from and against all Losses, to the extent that such

Losses may be caused by or arise out of performance of work upon the Designated Roads by the Indemnitor, or result from any breach of any representation or warranty made in this Agreement by Indemnitor.

ARTICLE X INSURANCE

Developer shall furnish Road Commission with evidence of Commercial General Liability Insurance in the amount of at least \$5,000,000.00 United States currency, per occurrence covering the construction and maintenance activities of Developer contemplated by this Agreement which may be accomplished by way of excess or umbrella policies. The insurance shall be written by a company rated by A.M. Best Company as an A- or better rating. The Certificate of Insurance shall be provided to the Road Commission before commencement of any work by the Developer, or the Developer's parties. The insurance policy shall provide for a 30 day prior notice of termination provision in favor of the Road Commission. The Road Commission shall be included as an additional insured on the policy. Such insurance may be terminated upon completion and acceptance of the Final Repairs. Notwithstanding the foregoing, Developer shall have the right to self-insure for \$1,000,000.00 of coverage described above as part of a program of corporate self-insurance, provided that if Developer no longer self-insure it will require and maintain the required insurance coverage. The remaining liability limits may be met with excess or umbrella insurance policy limits totaling \$4,000,000.00.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to the conflict of laws provisions in such state.

11.2. Compliance With Law. Developer agrees that all Repairs, Improvements, and the Electrical/Communications Installation shall comply with all applicable laws.

11.3. Administrative Fee. Developer shall pay to the Road Commission a nonrefundable, onetime fee of \$25,000 (the "Administrative Fee"). Payment of the Administrative Fee shall be made to the Road Commission within thirty (30) days of the execution of this Agreement. Payment of the Administrative Fee is intended to compensate the Road Commission for the time spent by its internal staff and outside counsel on account of the Project, as well as the administrative cost and time attributed to the Road Commission's review of the Project, and all other administrative costs reasonably related to the Project.

11.4. Amendments and Integration. This Agreement (including Appendices) shall constitute the complete and entire agreement between the Parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. Except as set out in Section 2.1 of this Agreement, this Agreement may be amended only by a written agreement signed by the Parties.

11.5. Assignment.

- a) Except as provided in subsections (b), (c), and (d) below, no Party to this Agreement shall assign, transfer, delegate, or encumber this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of the other Party. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or delayed; and (ii) without limiting the foregoing, in the case of the Road Commission, the Road Commission's approval may not be conditioned on the payment of any sum or the performance of any agreement other than the agreement of the assignee or transferee to perform the obligations of Developer pursuant to this Agreement.
- b) Developer may, without the consent of the Road Commission, assign this Agreement or any or all of its rights, interests, or obligations under this Agreement; *provided*, that such assignment shall be in connection with the conveyance or lease of the Project and the Developer assignee agrees in writing to be bound by the terms of this Agreement.
- c) Developer may, without the consent of the Road Commission, pledge, mortgage, grant a security interest in, or otherwise collaterally assign this Agreement or any or all of its rights, interests and obligations under this Agreement to a Permitted Collateral Assignee. In connection with any such collateral assignment to a Permitted Collateral Assignee, the Road Commission shall, upon the request of Developer, deliver to Developer and the Permitted Collateral Assignee, without delay, a consent agreement in a form reasonably requested by Developer and the Permitted Collateral Assignee and which shall contain customary provisions.
- d) Developer may, without the consent of the Road Commission, assign this Agreement or any or all of its rights, interests, and obligations under this Agreement to (i) any corporation, partnership, limited liability company, or other business entity that acquires all or substantially all of the assets used in connection with the Project or (ii) any corporation, partnership, limited liability company, or other business entity that acquires all or a portion of the membership interests in Developer; *provided*, in each case, that such Developer assignee agrees in writing to be bound by the terms of this Agreement.

11.6. Notices. All notices, requests, demands, and other communications required or permitted to be given by the Parties hereunder shall be in writing and shall be delivered in person, by email, by facsimile, or by first class certified mail, postage and fees prepaid, to the address of the intended recipient as set forth below. Notice delivered in person shall be acknowledged in writing at the time of receipt. Notice delivered by email or facsimile shall be acknowledged by return email or facsimile within twenty-four (24) hours, excluding Saturdays, Sundays, and public holidays. All such notices, requests, demands, and other communications shall be deemed to have been received by the addressee, as follows: if by first class certified mail, three (3) days following mailing; if by email or facsimile, immediately following transmission; or if by personal delivery, upon such

delivery. All such notices, requests, demands, and other communications shall be sent to the following addresses:

To Developer:

Rouget Road Solar Farm,
c/oRWE Americas
353 N. Clark Street, 30th Floor
Chicago, Illinois 60654
Email: _____, Cc: uslegal@rwe.com
Attention: _____; General Counsel

To the Road Commission:

Lenawee County Road Commission
2461 Treat Highway
Adrian, Michigan 49211
Fax: 517-263-0611
Email: ScottM@lenaweeroads.com
Attn: Scott Merillat

The foregoing addresses may be changed by any Party by giving written notice to the other Party as provided above.

11.7. Exercise of Rights and Waiver. The failure of any Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof, nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

11.8. Nature of Relationship. The status of Developer under this Agreement shall be that of an independent contractor and not that of an agent, and, in accordance with such status, each Party and its officers, agents, employees, representatives, and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives, or servants of the other Party. Each Party accepts full responsibility for providing to its employees all statutory coverage for worker's compensation, unemployment, disability, or other coverage required by law. Notwithstanding the foregoing, it is not the Parties' intention to establish a relationship whereby the Road Commission is, and notwithstanding anything to the contrary in this Agreement, the Road Commission shall not be, a contractor of Developer with respect to any Repairs. Rather, the Road Commission shall perform Repairs as part of its ongoing maintenance of Lenawee County roads, and Developer's only obligations with respect to Repairs performed by the Road Commission shall be those set forth in this Agreement.

11.9. Severability. In the event that any clause, provision, or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and

provisions shall not be impaired, invalidated, or otherwise affected and shall remain in full force and effect.

11.10. Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of this Agreement. Where the context requires, all singular words in this Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement may have been prepared by one of the Parties, the Parties confirm that they and their respective counsel have reviewed, negotiated, and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole, and any presumption that ambiguities are to be resolved against the primary drafting Party shall not apply. All Appendices and Attachments referenced in this Agreement are incorporated in and form a part of this Agreement.

11.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

11.12. No Third-Party Beneficiary. No provisions of this Agreement shall in any way inure to the benefit of any other person or entity so as to make them a third-party beneficiary under this Agreement, or to otherwise give rise to any cause of action in any person not a Party hereto.

11.13. Confidentiality. Except to the extent in conflict with laws relating to freedom of information or public access to governmental information, and only to such extent, all data and information acquired by the Road Commission from Developer Parties (or their affiliates, representatives, agents, or contractors) in connection with the performance by Developer of its obligations hereunder, including information regarding the Project, shall be confidential and will not be disclosed by the Road Commission to any third party, and upon request of Developer will be returned thereto. Notwithstanding the foregoing, the Parties acknowledge and agree that such confidential information may be disclosed to third parties as may be necessary for Developer to perform its obligations under this Agreement and that Developer may disclose such confidential information to its investors, potential investors, lenders, and potential lenders (including any tax equity investors). This provision will not prevent the Road Commission from providing any confidential information as required by open records laws, open meetings laws, or other laws regarding public information, or in response to the reasonable request of any governmental agency charged with regulating such Party's affairs; *provided*, that in the case of a request by such a governmental agency, if feasible, the Road Commission shall give prior notice to Developer of such disclosure and, if so requested by Developer, shall cooperate reasonably, at Developer's expense, in Developer's efforts (i) to oppose or resist the requested disclosure, as appropriate under the circumstances, or (ii) to otherwise make such disclosure subject to a protective order or other similar arrangement for confidentiality.

11.14. Representative of Developer. The “**Developer Representative**” shall act as the manager and coordinator of this Agreement on Developer's behalf and as liaison for Developer's communications with the Road Commission and the Road Commission Designee. The initial Developer Representative shall be _____.

11.15. Safety. Developer shall perform the work hereunder in a safe manner and shall obey all safety requirements of the Road Commission, and all applicable federal, state, and local laws, ordinances, rules, and regulations, that may be established from time to time. While work is being done on a Designated Road, Developer shall cause the Developer Parties to (i) place signs stating that people and vehicles are entering a construction area and (ii) identify certain hazards that may be present on the Designated Road. Developer also agrees to cause the Developer Parties to provide traffic control on the Designated Roads when such roads are blocked during their use by Developer or the Developer Parties under this Agreement. All traffic control devices and signage associated with Road construction shall comply with the Manual on Uniform Traffic Control Devices.

11.16. Cooperation. Notwithstanding anything contained herein to the contrary, the Road Commission agrees to reasonably cooperate with Developer's reasonable use of all Designated Roads for the operation and maintenance of the Project.

11.17. Extraordinary Events. The Parties acknowledge that, during the expected life of the Project, circumstances may arise which will make it necessary or advisable for Developer to make repairs to its heavy or bulky equipment beyond ordinary maintenance and that transportation of such components or equipment on or across Designated Roads may be necessary. The Parties agree that, if Developer determines that such circumstances have occurred, Developer will give advance written notice of the intended transportation plans to the Road Commission, and the Parties shall work together cooperatively in good faith to control such factors as: unreasonable costs for Developer; delays in transportation; inconvenience to Developer, the Road Commission and Lenawee County government, the traveling public, and nearby residents; and risks to public safety. It is further agreed that the Developer shall be financially responsible, subject to the terms and conditions governing Developer's obligations with respect to Repairs in this Agreement, for performing Repairs to any damage to the Designated Roads that may result under these circumstances.

11.18. Constitutional Limitations. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be construed or interpreted as having indebted the Road Commission, in any manner or for any purpose, to an amount exceeding in any year the Road Commission's income and revenue provided for such year.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement for Road Use, Improvement, and Repair effective as of the date first above written.

BOARD OF COUNTY ROAD COMMISSIONERS
OF LENAWEЕ COUNTY

Date

By:
Its:

ROUGET ROAD SOLAR FARM, LLC

Date

By:
Its:

APPENDIX A

DEFINITIONS

"Electrical/Communications Installation" means the routing, construction, and installation, above or below ground, at a location adjacent to, under, or across certain roads, as identified on Appendix C, of certain wires, cables, conduits, and/or lines (and their associated equipment) related to the collection, distribution, or transmission of the Project's (i) electrical power output at a voltage of up to 345 kV and (ii) construction, maintenance, and operation related data,

"Agreement", "Developer", "Road Commission", "Effective Date", "Parties", and "Party" have the respective meanings assigned to them in the preamble to the Agreement,

"Appendix" shall mean an appendix to this Agreement, including any Attachment to such Appendix,

"Article" and **"Section"** shall refer, respectively, to an article and section of this Agreement,

"Attachment" shall refer to an attachment to an Appendix,

"Business Day" refers each of, and **"Business Days"** refers to all weekdays, except those designated as national holidays or state holidays in Michigan,

"Road Commission Designee" means that a person designated by the Road Commission in a written notice delivered to Developer,

"County" means Lenawee County,

"Current Improvements" means near-term Improvements to the Designated Roads made in accordance with Section 4.2,

"Designated Road" means any road specifically and expressly identified as a Designated Road in Appendix B to the Agreement, and **"Designated Roads"** means any two or more thereof; *provided, however*, that Designated Roads do not include any state or federal road or highway even if depicted in Appendix B,

"Developer Party" refers to each of, and **"Developer Parties"** refers to all of, Developer and its contractors and subcontractors and each of their respective agents, employees, representatives, and permitted assigns,

"Developer Representative" means the initial representative of Developer designated in Section 11.14 or such other representative of Developer as may be designated by Developer in a written notice delivered to the Road Commission from time to time,

"Event of Default" means the occurrence of any one or more of the following events:

- a) Failure by either Party to make any payment or reimbursement due under the terms of the Agreement when due and payable, when such failure continues for third (30) days after receipt by ~~Developer~~the defaulting party of written notice of such failure from the ~~Road Commission~~non-defaulting party,
- b) Failure by either Party to comply with any of its non-monetary obligations, covenants, agreements or conditions contained in this Agreement, when such failure continues for third (30) days after written notice of default from the ~~Road Commission~~non-defaulting party; *provided*, that if such failure cannot reasonably be cured within the third (30) day period, a default shall not be deemed to have occurred if ~~Developer~~the defaulting party begins to cure the breach within the thirty (30) day period and thereafter diligently and in good faith continues to pursue the cure of the breach until cured,
- c)

Either Party experiencing either of the following:

- (i) Voluntarily commencement of bankruptcy, insolvency, moratorium, reorganization, stay, or similar debtor-relief proceedings, or having become insolvent or generally failing to pay its debts as they become due, or having admitted in writing its inability to pay its debts, or the making of an assignment for the benefit of creditors; or
- (ii) Bankruptcy, insolvency, receivership, reorganization, or a similar proceeding having been commenced against such Party and such proceeding remaining undismissed or unstayed for a period of ninety (90) days,

"Force Majeure Event" means a cause or event that is beyond the reasonable control, and without the fault or negligence, of the Party claiming such Force Majeure Event, to the extent such cause or event prevents or delays performance of any obligation imposed on the Party claiming such Force Majeure Event (other than an obligation to pay money), and includes the following: natural disasters; fire; lightning strikes; earthquake; unavailability of equipment; acts of God; unusually severe actions of the elements such as snow, floods, hurricanes, or tornadoes; causes or events affecting the performance of third-party suppliers of goods or services to the extent caused by an event that otherwise is a Force Majeure Event under this definition; sabotage; terrorism; war; riots or public disorders; strikes or other labor disputes; and actions or failures to act (including expropriation and requisition) of any governmental agency,

"Future Improvements" means such reasonable further Improvements as Developer believes to be reasonably necessary to accommodate the use of the Designated Roads by the Developer Parties for operation and maintenance of the Project,

"Improvements" means improvements and modifications by Developer to the Designated Roads and may include the strengthening and widening of Designated Roads, the strengthening and/or spanning of existing culverts and bridges thereon, and other improvements and modifications reasonably necessary to accommodate increased traffic and the heavy equipment and materials to be transported on the Designated Roads,

"Indemnitor" and **"Indemnatee"** have the respective meaning assigned to them in Article IX,

"Land Rights" means rights or interests in real estate, including any easement (proscriptive or otherwise), leasehold, right of way, licenses, or title in fee, as well as all consents, authorizations, and approvals that may be required for the full exercise thereof,

"Losses" means any and all losses, damages, liabilities, and expenses, including reasonable attorneys' fees and court costs,

"Permitted Collateral Assignee" means any lender providing financing of any sort, including equity financing, for the Project as security for Developer's obligations under a financing agreement or similar (including a trustee or agent for the benefit of its lenders),

"Plans" means plans, drawings, and specifications for Current Improvements,

"Private Land Rights" means Land Rights in or to private property which Land Rights are not owned by and do not relate to any real property that lies within any easement or right of way held by the Road Commission,

"Project" has the meaning assigned to it in the recitals of this Agreement,

"Repair" and **"Repairs"** refer to the performance of work (or causing the performance of work) on a Designated Road or related appurtenance (including any bridge, culvert, or other fixture upon such Designated Road) in order to repair damage beyond ordinary wear and tear, so as to restore such Designated Road or related appurtenance to the condition it was in prior to such damage, as near as is reasonably practicable and; *provided, however*, that Repairs performed by or on behalf of Developer shall not include removal or plowing of snow,

"Significant Fugitive Dust" means dust that creates a nuisance by drifting beyond the boundary of the property on which such dust is raised, it being understood that dust drifting onto a vacant lot, pasture, or field may not be a nuisance,

	A	
	P	
	P	
	E	
Roads,	N	State
	D	
	I	
	X	
	B	

**D
E
S
I
G
N
A
T
E
D
R
O
A
D
S**

The Designated Roads are identified below,

No other roads are Designated highway(s) are not Designated

Ogden Hwy Humphrey Hwy Myers Hwy
Van Hwy
Scott Hwy
Robb Hwy Gorman Rd Engle Rd
Cook Rd
Sharp Rd Carleton Rd

Gorman Rd to US-223
US-223 to Deerfield Rd
Sharp Rd to 0,77 mi, north of US-223 US-223 to 0,43 mi, north of US-223 Gorman Rd to Engle Rd
Engle Rd to US-223
Ogden Hwy to Scott Hwy
Ogden Hwy to Robb Hwy
Ogden Hwy to Robb Hwy
Ogden Hwy to Robb Hwy
Ogden Hwy to US-223

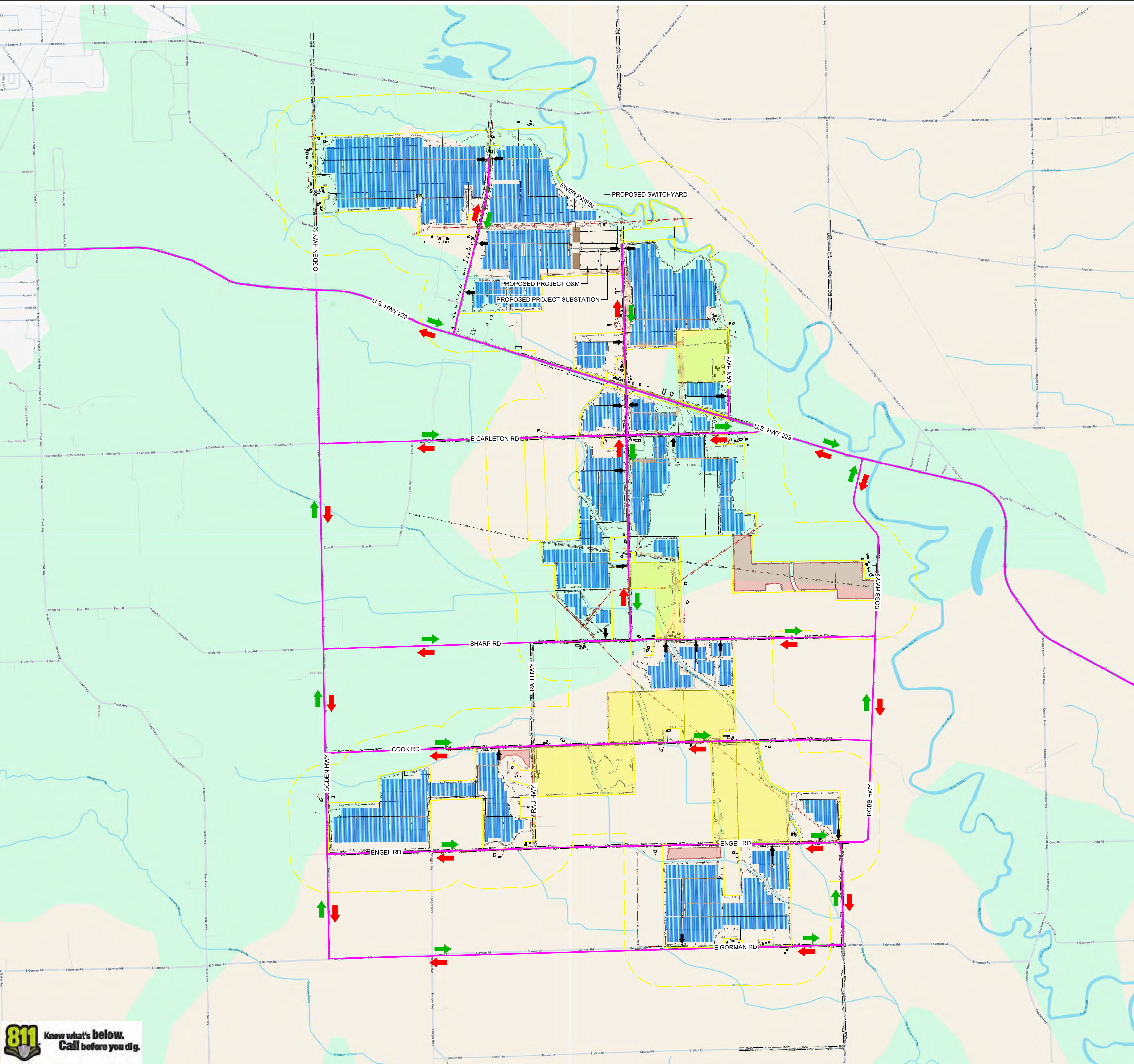
APPENDIX C

ELECTRICAL / COMMUNICATIONS INSTALLATION

The attached map(s) depict routing, construction, and installation of the Electrical / Communications Installation adjacent to, under, or across certain roads,

Summary report: Litera Compare for Word 11.14.1.3 Document comparison done on 7/16/2026 1:47:06 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Appendices to Road Use Agreement (RWE Rouget Road Solar Farm) - (06.29.26)(8135869.1) (002).docx	
Modified filename: Rouget Road (MI) - RUA Appendices (07.16.26).docx	
Changes:	
<u>Add</u>	5
Delete	4
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	9

Printed By: Riccio Dillon, Sheet Set: Khs, Layout: PROPOSED HAUL ROUTE PLAN, December 02, 2025, 09:18:14am, C:\Users\riccio\pwork\SWCA\newca\red_documents\78878_rouget road solar environmental services\CAD\PROJECTS\78878_rouget road solar\PRODUCTION\78878-A-410.dwg



LEGEND

—

 LEASED AREA/PROJECT BOUNDARY

 SITE PLAN BOUNDARY/LIMITS OF DISTURBANCE

 1000' BUFFER

 WASTEWATER LINE

 RIGHT-OF-WAY

 UNDERGROUND GAS LINE

 OVERHEAD ELECTRIC LINE

 CABLE TV LINE

 UNDERGROUND TELEPHONE LINE

 FIBER OPTIC LINE

 ADJACENT PARCEL LINE

 INTERNAL PARTICIPATING PARCEL LINE

□

 EXISTING RESIDENCE/BUILDING

→

 DELIVERY EGRESS

←

 DELIVERY INGRESS

→

 ACCESS ROAD ENTRANCE

—

 PROPOSED HAUL ROUTE

x

x

 PROPOSED FENCE

PROPOSED SOLAR ARRAY

PROPOSED INVERTER PAD

PROPOSED GATE

PROPOSED ACCESS PATHWAY

PROPOSED TEMPORARY LAYDOWN AREA

COLLECTION ONLY PARCEL

PROPOSED COLLECTION LINE

- PROJECT DELIVERY ASSUMPTIONS:**
1. PROJECT DELIVERIES WILL COME FROM U.S. HWY 223.

2. ROUTE ANTICIPATES AVOIDING MAJOR CITY DISTRICTS.

3. ASSUMED ALL SOLAR EQUIPMENT TO BE DELIVERED WITH STANDARD TRACTOR TRAILER RIG.

4. NO PUBLIC ROAD IMPROVEMENTS ARE ANTICIPATED.

5. ACCELERATION SOLAR WILL OBTAIN NECESSARY PERMITS WITH THE LENAWEE COUNTY ROAD COMMISSION PRIOR TO DELIVERY.
- GENERAL NOTES:**
1. ALL PROJECT DELIVERIES SHALL FOLLOW ROUTES SHOWN OR NOTED UNLESS OTHERWISE APPROVED BY PROJECT OWNER.

2. CONSTRUCTION OF THE PROJECT WILL PRODUCE A MINOR INCREASE IN LOCAL TRAFFIC; HOWEVER, THIS SMALL INCREASE WILL BE TEMPORARY, AND MEASURES WILL BE PUT IN PLACE TO ENSURE TRAFFIC SAFETY. DURING OPERATION, VEHICULAR TRAFFIC WILL NOT INCREASE IN ASSOCIATION WITH THE PROJECT.

3. CONSTRUCTION OF THE PROJECT WILL BE CONDUCTED USING CURRENT STREET AND HIGHWAY INFRASTRUCTURE. THE PROJECT DOES NOT INCLUDE ANY NEW PUBLIC ROADWAYS, TRANSPORTATION AND INSTALLATION OF THE PROJECT'S COMPONENTS ARE UNLIKELY TO REQUIRE SPECIAL ACCOMMODATIONS OF EXISTING INFRASTRUCTURE.

4. ACCELERATION SOLAR WILL WORK WITH LENAWEE COUNTY ROAD COMMISSION FOR MITIGATION IN THE EVENT OF DAMAGES DURING CONSTRUCTION.

5. RIVER RAISIN IS LOCATED 1,000 FEET OF THE LEASED AREA/PROJECT BOUNDARY. THERE ARE NO PROPOSED IMPACTS TO RIVER RAISIN.



MPSC SITE PLAN - NOT FOR CONSTRUCTION

PREPARED BY:

SWCA
ENVIRONMENTAL CONSULTANTS

567 BISHOP GATE LANE
JACKSONVILLE, FL 32204

+1 (904) 364-7020
www.swca.com

PREPARED FOR:

ROUGET ROAD SOLAR FARM, LLC

PROJECT

ROUGET ROAD SOLAR FARM
LENAWEE COUNTY, MICHIGAN

TITLE

PROPOSED HAUL ROUTE PLAN

SEAL

DESIGNED BY: RGD	DRAWN BY: RGD	APPROVED BY: MP
DESCRIPTION	NOT FOR CONSTRUCTION	
CHECKED BY: BTH	DATE	2025-12-02
REV	0	

DATE: 2025-12-02

PROJECT #: 78878

0 1200 2400

SCALE IN FEET

SHEET

32

From: Tountas, D. Adam <dtountas@shrr.com>
Sent: Monday, July 27, 2026 1:55 PM
To: Cole, J Kevin
Cc: Scott Merillat; Brown, Reathel; John Veres; Carol Mcknight; Aleyda Galan; Gruzdownich, Nicholas; Norfleet, Miranda; Swamynathan, Gautam
Subject: RE: Rouget Road Solar Project (Road Use Agreement)

Kevin:

Thanks for the email.

I'll connect with Scott Merillat and go over your proposed changes. He's just getting back in the office from some time away. So, I'm going to give him a few days to dig out.

Once we've reviewed, I'll circle back with you.

Best regards,

Adam

From: Tountas, D. Adam <dtountas@shrr.com>
Sent: Friday, July 31, 2026 1:23 PM
To: Cole, J Kevin
Cc: Scott Merillat; Brown, Reathel; John Veres; Carol Mcknight; Aleyda Galan; Gruzdownich, Nicholas; Norfleet, Miranda; Swamynathan, Gautam
Subject: RE: Rouget Road Solar Project (Road Use Agreement)

Kevin:

I hope you're doing well.

I've had a chance to review your proposed changes to the road use agreement with Scott Merillat. And, he confirmed what I suspected—they're mostly a deal breaker on our end.

The single largest hurdle is probably going to be your reduction of the proposed final repair amount. Initially, the Road Commission proposed 4.3 million dollars. That was based upon the contours of your proposed haul route—i.e., its length; the types of roads you'll be using; and our previous bid history. Put another way, the amount being suggested was tailored to the specifics of this project. Here, you've whittled the amount to \$900,000, and capped RWE's full exposure for road damage—under any circumstance—to that amount plus the initial contents of RWE's preliminary repair deposit. That's just not enough money.

Initially, I couldn't understand where your replacement number came from. Then I remembered the road use agreement that RWE entered into with the Otsego County Road Commission. I was part of that negotiation. So, I can tell you that the final repair cost number utilized in connection with that agreement bears no relationship to the one being proposed here. It isn't an apples-to-apples comparison.

In Otsego County, the roads on RWE's haul route were mostly low volume and made of gravel. And, Road Commission's actual bid history suggested that the total restoration cost associated with those roads was going to be approximately \$900,000. RWE's haul route in Lenawee County is much longer and includes paved roads. So, the restoration costs are going to be more. This Road Commission calculated these final repair costs using the same basic methodology as the Otsego County Road Commission. But, the inputs are different. So, the result is different, too.

The Road Commission is open to adjusting the final repair number. But, not without a corresponding contraction of RWE's haul route. If this is something that RWE is willing to consider, then Scott Merillat is willing to hop on a Zoom call or Teams meeting to discuss next steps, and begin working thorough some of your other proposed changes.

I'm absolutely slammed for the next few weeks. So is Scott. But, we've compared calendars and both have good availability the week of 8/24.

Please let me know if there's a day or time that works best for your team over that span of days.

Once I hear from you, I'll seek to lock that date into everyone's calendar on this end.

In the meantime, have a nice weekend.

Adam

From: Cole, J Kevin <JKevin.Cole@rwe.com>
Sent: Friday, July 31, 2026 2:36 PM
To: Tountas, D. Adam
Cc: Scott Merillat; Brown, Reathel; John Veres; Carol Mcknight; Aleyda Galan; Gruzdownich, Nicholas; Norfleet, Miranda; Swamynathan, Gautam
Subject: RE: Rouget Road Solar Project (Road Use Agreement)

Hi Adam,

Thank you for your response and for taking the time to review our proposed revisions with Scott.

I will meet with our team to discuss the possibility of contracting the haul route and will reach back out once we have had that discussion. At that point, we can coordinate a meeting with your team during the week of August 24 to discuss next steps.

We appreciate your feedback and look forward to continuing to work through the remaining items together.

Have a great weekend as well.

Best,
Kevin

J. Kevin Cole
Sr. Development Manager

RWE Americas
Mobile : 517-745-7546
353 N Clark St, 30th Floor, Chicago, IL 60654
Jkevin.cole@rwe.com

From: Cole, J Kevin <JKevin.Cole@rwe.com>
Sent: Wednesday, August 5, 2026 2:59 PM
To: Tountas, D. Adam
Cc: Scott Merillat; Brown, Reathel; John Veres; Carol Mcknight; Aleyda Galan; Gruzdownich, Nicholas; Norfleet, Miranda; Swamynathan, Gautam
Subject: RE: Rouget Road Solar Project (Road Use Agreement)

Hi Adam,

Thank you for your email and for outlining the Road Commission's position with respect to our proposed revisions.

We appreciate the additional context regarding the basis for the Commission's repair cost calculations and the distinction you drew between this agreement and the Otsego County agreement.

This is certainly an issue we can discuss further. Our team is available on Monday, August 24, 2026, at 3:00 p.m. for a one-hour meeting. If that time works for you and Scott, please let me know, and I will send a Teams invitation. If not, please let us know what alternative times work for your team, and we'll see if we can accommodate one of them. At present, 3:00 p.m. on August 24 is the only time during the week of August 24 when our entire team is available.

In advance of the meeting, it would be helpful to better understand how the Road Commission arrived at the proposed \$4.3 million repair estimate.

If the estimate was developed using a spreadsheet, calculator, or similar model, would you be willing to share it with us? Having that information would allow our project team to evaluate different haul route scenarios by turning individual haul routes on and off and assessing how modifications to the haul route affect the estimated repair costs. That would provide a useful framework for evaluating the Commission's proposal that a reduced haul route could support a corresponding reduction in the final repair amount.

We look forward to continuing our discussions and working through the remaining issues.

Best,
Kevin

J. Kevin Cole
Sr. Development Manager

RWE Americas
Mobile : 517-745-7546
353 N Clark St, 30th Floor, Chicago, IL 60654
Jkevin.cole@rwe.com

From: Tountas, D. Adam <dtountas@shrr.com>
Sent: Friday, August 7, 2026 11:04 AM
To: Cole, J Kevin
Cc: Scott Merillat; Brown, Reathel; John Veres; Carol Mcknight; Aleyda Galan; Gruzdownich, Nicholas; Norfleet, Miranda; Swamynathan, Gautam
Subject: RE: Rouget Road Solar Project (Road Use Agreement)

Kevin:

Thanks for the email

I chatted with Scott yesterday, and we're happy to jump on Teams call with your group. But, it turns out that 8/24 no longer works on our end.

Scott, John and I are all available on 9/15, 9/16, or 9/24. Please choose a date from amongst this range that works best for your group, and we'll get it on the books. By the same token, if none of those dates work for you, please let me know so that I can go fishing for more.

Finally, we're going to get you a spreadsheet or some other tool that breaks down the methodology behind our repair estimate. And, we'll do so in advance of the Teams call so that RWE can evaluate whether or where to contract its haul route.

I'll wait to hear back from your regarding the date of our meeting.

In the meantime, take good care.

Adam

From: Cole, J Kevin <JKevin.Cole@rwe.com>
Sent: Monday, August 10, 2026 10:36 AM
To: Tountas, D. Adam
Cc: Scott Merillat; Brown, Reathel; John Veres; Carol Mcknight; Aleyda Galan; Gruzdownich, Nicholas; Norfleet, Miranda; Swamynathan, Gautam
Subject: RE: Rouget Road Solar Project (Road Use Agreement)

Hi Adam,

Thank you for the update.

September 15 works for our team. We currently have the following availability that day (Eastern Time):

11:00 a.m. - 12:00 p.m. ET
2:30 p.m. - 5:00 p.m. ET

Our preference would be any time within the 2:30 p.m. - 5:00 p.m. ET window, but we can also accommodate 11:00 a.m. - 12:00 p.m. ET if that works better for your group.

Please feel free to get a meeting on the books at whichever of those times works best for you, Scott, and John. We will make sure our team is available.

We also appreciate your willingness to share the repair estimate methodology in advance of the discussion.

We look forward to continuing the conversation.

Best,
Kevin

J. Kevin Cole
Sr. Development Manager

RWE Americas
Mobile : 517-745-7546
353 N Clark St, 30th Floor, Chicago, IL 60654
[Jkevin.cole@rwe.com](mailto:jkevin.cole@rwe.com)

From: Tountas, D. Adam <dtountas@shrr.com>
Sent: Tuesday, August 11, 2026 11:51 AM
To: Cole, J Kevin
Cc: Scott Merillat; Brown, Reathel; John Veres; Carol Mcknight; Aleyda Galan; Gruzdownich, Nicholas; Norfleet, Miranda; Swamynathan, Gautam
Subject: RE: Rouget Road Solar Project (Road Use Agreement)

Kevin:

Thanks for the note.

Let's go with the late window on 9/15. I'll block the entire chunk off on my calendar so nothing gets scheduled over it.

When you have a chance, please circulate a Teams invite to your group and ours.

Take good care.

Adam

From: Cole, J Kevin <JKevin.Cole@rwe.com>
Sent: Thursday, August 13, 2026 3:49 PM
To: Tountas, D. Adam
Cc: Scott Merillat; Brown, Reathel; John Veres; Carol Mcknight; Aleyda Galan; Gruzdownich, Nicholas; Norfleet, Miranda; Swamynathan, Gautam
Subject: RE: Rouget Road Solar Project (Road Use Agreement)

Hi Adam,

I just sent the Teams invitation for September 15 at 3:30 p.m. ET.

Please let me know if you have any issues receiving it or if anything needs to be adjusted.

We look forward to speaking with you, Scott, and John.

Best,
Kevin

J. Kevin Cole
Sr. Development Manager

RWE Americas
Mobile : 517-745-7546
353 N Clark St, 30th Floor, Chicago, IL 60654
Jkevin.cole@rwe.com

From: Cole, J Kevin <JKevin.Cole@rwe.com>
Sent: Thursday, August 27, 2026 10:23 AM
To: Tountas, D. Adam
Cc: Scott Merillat; Brown, Reathel; John Veres; Carol Mcknight; Aleyda Galan; Gruzdownich, Nicholas; Norfleet, Miranda; Swamynathan, Gautam
Subject: RE: Rouget Road Solar Project (Road Use Agreement)

Hi Adam,

I hope you are doing well.

We are looking forward to our meeting on September 15 and continuing the discussion regarding the Road Use Agreement and repair cost methodology.

As a reminder, during our prior correspondence, you mentioned that the Road Commission would provide a spreadsheet or similar tool that breaks down the methodology behind the repair estimate so that RWE could evaluate different haul route scenarios in advance of our discussion.

If that information is available, we would greatly appreciate receiving it as soon as possible. Having adequate time to review the underlying methodology before the meeting will help our team prepare more effectively and facilitate a more productive discussion on September 15.

Please let us know if there are any questions or if there is anything further needed from our side.

Thank you, and we look forward to speaking with you, Scott, and John next month.

Best,
Kevin

J. Kevin Cole
Sr. Development Manager

RWE Americas
Mobile : 517-745-7546
353 N Clark St, 30th Floor, Chicago, IL 60654
Jkevin.cole@rwe.com

From: Tountas, D. Adam <dtountas@shrr.com>
Sent: Thursday, August 27, 2026 10:35 AM
To: Cole, J Kevin
Cc: Scott Merillat; Brown, Reathel; John Veres; Carol Mcknight; Aleyda Galan; Gruzdownich, Nicholas; Norfleet, Miranda; Swamynathan, Gautam
Subject: RE: Rouget Road Solar Project (Road Use Agreement)

Kevin:

Thanks for the email.

And, yes, we're going to get you the methodology before our call. I appreciate the follow-up, and will endeavor to send that over to you soon.

In the meantime, I've got some bad news: a trial that I was scheduled to start on 9/8 was just moved to 9/14. So, I'm gonna be busy on 9/15 and unable to facilitate our call.

Does your team have any availability the following week? If so, I'll move things around on my end to make our call happen

Best regards,

Adam

From: Cole, J Kevin <JKevin.Cole@rwe.com>
Sent: Thursday, August 27, 2026 11:11 AM
To: Tountas, D. Adam
Cc: Scott Merillat; Brown, Reathel; John Veres; Carol Mcknight; Aleyda Galan; Gruzdownich, Nicholas; Norfleet, Miranda; Swamynathan, Gautam
Subject: RE: Rouget Road Solar Project (Road Use Agreement)

No worries, Adam.

Please provide a date and time that works for you, Scott, and the rest of your team and we will make it work. Once I have the date I will resend an updated invite.

Best,
Kevin

J. Kevin Cole
Sr. Development Manager

RWE Americas
Mobile : 517-745-7546
353 N Clark St, 30th Floor, Chicago, IL 60654
Jkevin.cole@rwe.com

From: Scott Merillat <ScottM@lenaweeroads.com>
Sent: Thursday, August 27, 2026 12:09 PM
To: Cole, J Kevin
Cc: Tountas, D. Adam; Brown, Reathel; John Veres; Carol Mcknight; Aleyda Galan; Gruzdownich, Nicholas; Norfleet, Miranda; Swamynathan, Gautam
Subject: Re: Rouget Road Solar Project (Road Use Agreement)

I am available the following week on 9/23 and 9/24 anytime.

Scott A. Merillat, P.E.
Managing Director
Lenawee County Road Commission
(517) 577-6364

From: Tountas, D. Adam <dtountas@shrr.com>
Sent: Thursday, August 27, 2026 12:33 PM
To: Scott Merillat; Cole, J Kevin
Cc: Brown, Reathel; John Veres; Carol Mcknight; Aleyda Galan; Gruzdownich, Nicholas; Norfleet, Miranda; Swamynathan, Gautam
Subject: RE: Rouget Road Solar Project (Road Use Agreement)

All:

Those days work for me, too.

Kevin, if there's a timeframe within those two days that your team likes best, please send around a revised invite.

And, thanks again for accommodating my hectic schedule.

Adam

From: Cole, J Kevin <JKevin.Cole@rwe.com>
Sent: Friday, August 28, 2026 12:51 PM
To: Scott Merillat
Cc: Tountas, D. Adam; Brown, Reathel; John Veres; Carol Mcknight; Aleyda Galan; Gruzdownich, Nicholas; Norfleet, Miranda; Swamynathan, Gautam
Subject: RE: [EXT] Re: Rouget Road Solar Project (Road Use Agreement)

Adam,

Does anytime the following week on 9/23 and 9/24 work for your team as well?

If everyone from the Lenawee Team is aligned on a date and time, I will send an updated invite.

Best,
Kevin

J. Kevin Cole
Sr. Development Manager

RWE Americas
Mobile : 517-745-7546
353 N Clark St, 30th Floor, Chicago, IL 60654
Jkevin.cole@rwe.com

From: Tountas, D. Adam <dtountas@shrr.com>
Sent: Friday, August 28, 2026 2:02 PM
To: Cole, J Kevin; Scott Merillat
Cc: Brown, Reathel; John Veres; Carol Mcknight; Aleyda Galan; Gruzdownich, Nicholas; Norfleet, Miranda; Swamynathan, Gautam
Subject: RE: [EXT] Re: Rouget Road Solar Project (Road Use Agreement)

Kevin:

My folks can make either of those dates work. And, we've got general availability all day long.

Please choose whichever date and time you like best, and circulate the invite.

And, in the meantime, have a great weekend.

Adam

From: Tountas, D. Adam <dtountas@shrr.com>
Sent: Monday, August 31, 2026 12:09 PM
To: Cole, J Kevin; Scott Merillat
Cc: Brown, Reathel; John Veres; Carol Mcknight; Aleyda Galan; Gruzdownich, Nicholas; Norfleet, Miranda; Swamynathan, Gautam
Subject: RE: [EXT] Re: Rouget Road Solar Project (Road Use Agreement)
Attachments: Rouget Road Solar Farm - Road Impact Calculations.pdf

Kevin:

I hope you had a nice weekend.

I'm attaching my client's cost calculation worksheet in connection with this project.

Please let me know if you have any trouble opening the same.

Take good care.

Adam

From: Cole, J Kevin <JKevin.Cole@rwe.com>
Sent: Friday, August 28, 2026 1:51 PM
To: Scott Merillat <ScottM@lenaweeroads.com>
Cc: Tountas, D. Adam <dtountas@shrr.com>; Brown, Reathel <rbrown@shrr.com>; John Veres <johnv@lenaweeroads.com>; carol.mcknight@swca.com; Aleyda Galan <aleyda.galan@swca.com>; Gruzdownich, Nicholas <Nicholas.Gruzdownich@rwe.com>; Norfleet, Miranda <Miranda.Norfleet@rwe.com>; Swamynathan, Gautam <Gautam.Swamynathan@rwe.com>
Subject: RE: [EXT] Re: Rouget Road Solar Project (Road Use Agreement)

ROUGET ROAD SOLAR FARM
DESIGNATED ROADS - COST SUMMARY

Paved Roads Subtotal = \$ 3,628,848

Gravel Roads Subtotal = \$ 669,507

\$ 4,298,355

ROUGET ROAD SOLAR FARM
DESIGNATED ROADS - PAVED

PAVED ROADS

<u>Road</u>	<u>Location</u>	<u>Distance (mi.)</u>	<u>Base</u>	<u>PASER</u>	<u>Proposed Work Type</u>
Ogden Hwy	Gorman Rd to US-223	3.26	HMA	6	Underseal & 2" HMA Overlay
Humphrey Hwy	US-223 to Deerfield Rd	1.32	HMA	2	Underseal & 3.75" HMA Overlay
Myers Hwy	US-223 to 0.36 mi N of US-223	0.36	Chipseal	2	Crush & Shape , 8" stone, 3.75" HMA
Scott Hwy	Gorman Rd to Engle Rd	0.50	HMA	2	Underseal & 3.75" HMA Overlay
Robb Hwy	Engle Rd to US-223	1.91	HMA	2	Underseal & 3.75" HMA Overlay
Gorman Rd	Ogden Hwy to Scott Hwy	2.50	HMA	9	Underseal & 2" HMA Overlay
Engle Rd	Hodges Hwy to Rau Hwy	0.51	Chipseal	2	Crush & Shape , 4" stone, 3.75" HMA
Engle Rd	Scott Hwy to Robb Hwy	0.13	HMA	2	Underseal & 3.75" HMA Overlay
Sharp Rd	Ogden Hwy to Myers Hwy	1.49	HMA	7	Underseal & 2" HMA Overlay
TOTAL PAVED ROADS =		<u>11.98</u>			

ROUGET ROAD SOLAR FARM
DESIGNATED ROADS - PAVED

PAVED ROADS

<u>Road</u>	<u>Location</u>	<u>Distance (mi.)</u>	<u>Cost per mile</u>	<u>Cost</u>
Ogden Hwy	Gorman Rd to US-223	3.26	\$ 140,000	\$ 456,400
Humphrey Hwy	US-223 to Deerfield Rd	1.32	\$ 300,000	\$ 396,000
Myers Hwy	US-223 to 0.36 mi N of US-223	0.36	\$ 560,000	\$ 201,600
Scott Hwy	Gorman Rd to Engle Rd	0.50	\$ 300,000	\$ 150,000
Robb Hwy	Engle Rd to US-223	1.91	\$ 300,000	\$ 573,000
Gorman Rd	Ogden Hwy to Scott Hwy	2.50	\$ 140,000	\$ 350,000
Engle Rd	Hodges Hwy to Rau Hwy	0.51	\$ 500,000	\$ 255,000
Engle Rd	Scott Hwy to Robb Hwy	0.13	\$ 300,000	\$ 39,000
Sharp Rd	Ogden Hwy to Myers Hwy	1.49	\$ 140,000	\$ 208,600
TOTAL PAVED ROADS =		<u>11.98</u>	Subtotal =	<u>\$ 2,629,600</u>
20% Contingency =				<u>\$ 525,920</u>
Subtotal =				<u>\$ 3,155,520</u>
15% Inflation =				<u>\$ 473,328.00</u>
Paved Roads Subtotal =				<u>\$ 3,628,848.00</u>

ROUGET ROAD SOLAR FARM DESIGNATED ROADS - GRAVEL

GRAVEL ROADS

<u>Road</u>	<u>Location</u>	<u>Distance (mi.)</u>
Myers Hwy	Sharp Rd to US-223	1.23
Myers Hwy	0.36 mi N of US-223 to 0.77 mi. N of US-223	0.41
Van Hwy	US-223 to 0.43 mi. north of US-223	0.43
Cook Rd	Ogden Hwy to Robb Hwy	2.65
Carleton Rd	Ogden Hwy to US-223	2.17
Engle Rd	Ogden Hwy to Hodges	0.50
Engle Rd	Rau Hwy to Scott Hwy	1.70
Sharp Rd	Myers Hwy to Robb Hwy	1.20
TOTAL GRAVEL ROADS =		<u><u>10.29</u></u>

<u>Miles</u>	<u>Proposed Work Type</u>	<u>Cost per mile</u>	<u>Cost</u>
5.00	4" Limestone	\$ 60,000	\$ 300,000
5.29	2" Limestone	\$ 35,000	\$ 185,150
<u><u>10.29</u></u>		Subtotal =	<u><u>\$ 485,150</u></u>
		20% Contingency =	<u><u>\$ 97,030</u></u>
		Subtotal =	<u><u>\$ 582,180</u></u>
		15% Inflation =	<u><u>\$ 87,327</u></u>
		Gravel Roads Subtotal =	<u><u>\$ 669,507</u></u>

ROUGET ROAD SOLAR FARM DESIGNATED ROADS - PRELIMINARY WORK BEFORE CONSTRUCTION

Myers Hwy US-223 north to end of public road 0.77 miles

Crush and shape, 10" aggregate base, grading and drainage \$ 375,000 per mile

Subtotal = \$ 288,750

20% Contingency = \$ 57,750

Subtotal = \$ 346,500

15% Inflation = \$ 51,975

Gravel Roads Subtotal = \$ 398,475

Lenawee County Drain Commission (LCDC)

April 8, 2025: Consultation Log

May 21, 2025: Email Correspondence

May 22, 2025: Email Correspondence

May 27, 2025: Email Correspondence

June 3, 2025: Consultation Log

December 18, 2025: Email Correspondence

December 19, 2025: Email Correspondence

Agency Consultation Log

Date: April 8, 2025

Time: 1:00PM – 1:15PM EST

Agency: Lenawee County Drain Commission

Attendees:

David Mitchell – Lenawee County Drain Commission

Zachary Emery – SWCA

Topics Discussed:

- SWCA asked if LCDC has an MPSC specific consultation process.
 - LCDC said they do not have an MPSC specific process.
 - The first step would be to email them a copy of the site plan for them to review for any impacts.
 - Following review of the site plan LCDC will provide guidance.
 - The site plan should show any proposed culverts or boring locations.
 - Following the initial review of the site plan, a meeting can be scheduled with LCDC to discuss and work through any potential impacts.
- LCDC typically requires a 50ft easement on each side of any drain.

Next Steps and Associated Timeline:

- RWE and SWCA will continue coordination with LCDC on the site plan regarding any impacts to county drains. A follow-up call will be scheduled to discuss regulations and permitting needs in more detail.

Zachary Emery

From: Carol Mcknight
Sent: Tuesday, May 27, 2025 10:34 AM
To: Sam McKinley; David Mitchell
Cc: Cole, J Kevin; Lee, Bobby; Blake Holcomb; Zachary Emery
Subject: RE: Stormwater detention/retention question

Hi David,

Good morning. I'm following up on the emails between you and Sam. I think that a conversation would help to clarify our questions. As Sam mentioned, we are still in the early stages of design. We can show the draft project area but please note that we are still revising. We would like to discuss both the need for temporary and/or permanent stormwater basins as well as county drain avoidance/minimization measures. Would you have time either today between 4-5pm EST or tomorrow (Wednesday) between 9:30-10:30 EST to discuss?

Thank you,
Carol

Carol McKnight
Principal Project Manager

SWCA Environmental Consultants
Harrison, Ohio 45030
P 207.544.1021 | C 513.284.0152
carol.mcknight@swca.com



The contents of this email and any associated emails, information, and attachments are CONFIDENTIAL. Use or disclosure without sender's authorization is prohibited. If you are not an authorized recipient, please notify the sender and then immediately delete the email and any attachments.

From: Sam McKinley <Sam.McKinley@swca.com>
Sent: Thursday, May 22, 2025 1:46 PM
To: David Mitchell <David.Mitchell@lenawee.mi.us>
Cc: Carol Mcknight <Carol.Mcknight@swca.com>
Subject: RE: Stormwater detention/retention question

Hi Dave,

Sorry I can't share a map at this point, because we're at maybe 10% design - too early to have anything go public. Part of that 10% includes drain impact analysis, though.

Actually, my question is more general. The regs seem to have or imply a hard requirement for permanent stormwater retention/detention basins. At this stage, we're just asking if it's possible to get relief from that requirement, since the solar development will have lower runoff than the previous, farmland state. We're not asking for a commitment from the County at this stage, just whether it makes sense for us to try a design.

Thanks!

- Sam

From: David Mitchell <David.Mitchell@lenawee.mi.us>
Sent: Thursday, May 22, 2025 9:27 AM
To: Sam McKinley <Sam.McKinley@swca.com>
Subject: Re: Stormwater detention/retention question

Sam,

I have received your information. I will review with the Drain Commissioner and let you know. Can you email me a map showing the areas that will be impacted? I would like to see how many County Drains we have in this area.

thanks,

David W. Mitchell, P.E.

Drain Engineer I

Lenawee County Drain Commissioner's Office

320 Springbrook Ave, Suite 102

Adrian, MI 49221

(517) 264-4696

david.mitchell@lenawee.mi.us

From: Sam McKinley <Sam.McKinley@swca.com>
Sent: Wednesday, May 21, 2025 3:30:24 PM
To: David Mitchell
Subject: Stormwater detention/retention question

Hi Mr. Mitchell,

I left you a voice mail on Monday, but I think I really need to use email to get across my questions.

I'm part of a team working on an MPSC permit for a utility-scale solar farm in Palmyra Twp. We're trying to work out stormwater detention/retention, both during construction and post-construction, and it appears the Drain Commission's regulations control.

On the one hand, there are absolute requirements of the Drain Commission regs, such as (quoting our engineering team's understanding):

- The first flush of runoff from the project, which is runoff from the first 0.5" of rainfall within the contributing watershed, must be conveyed into a BMP (retention or detention) for treatment and attenuation before being discharged off-site. The first flush must be detained for at least 24 hours or within a permanent pool.
- There is a "bankfull" flood or treatment volume requirement, which indicates the project must provide temporary storage for runoff from the 1.5-year, 24-hour storm that must be released between 24 and 48 hours following the rainfall event.
- The design storm regarding the discharge rate is the 10-year, 24-hour storm if the project discharges into an adequate watercourse. Meaning the post-construction condition peak discharge rate cannot exceed the pre-development discharge rate for the 10-year, 24-hour storm. If no adequate watercourse exists to effectively manage a concentrated flow of runoff from the project, the discharge must be reduced to sheet flow prior to and cannot exceed 0.2 cfs/acre. There is also a storage volume requirement based on the 50-year, 24-hour storm. I interpret this as "the project has to provide adequate flood control storage for the project for the 50-year, 24-hour storm but can't release the runoff at a rate that is greater than the 10-year, 24-hour pre-development flow rate."

On the other hand, the Stormwater Manual says (quoting our engineers' synthesis again):

There will likely be a net improvement between the pre-development condition (agricultural fields) and post-development condition (open space grass/prairie) where the PV modules will be installed. This would result in lower runoff volumes and peak flow rates in the post-development condition. The Lenawee County Design Criteria for Stormwater Management Systems Manual does not include any specific exceptions for solar farms, but there is language that encourages "innovative stormwater management practices". The Drain Commissioner may grant relief from the stormwater requirements (such as permanent stormwater basins) based on the nature of a typical solar farm from a stormwater management/runoff standpoint. The project would be low-impact, would require a low amount of impervious area, would predominantly comprise large, open grasslands in the post-construction condition and would likely result in a net improvement regarding stormwater runoff. This project would need to be discussed with the Drain Commissioner to determine if any exceptions could be granted.

So, if we can show calculations that the development would actually REDUCE runoff, is it likely we can get an exception from the permanent retention/detention basin requirements under the "innovative stormwater management practices?"

Sorry this is so long. My number is below, if you'd like to discuss.

Thanks!

Sam McKinley, CESSWI
Sam.mckinley@swca.com
Staff Land Services Specialist

SWCA Environmental Consultants
6115 Ridge Ave.
Cincinnati, OH 45213
C 513.787.4729



We're 100% Employee Owned!

The contents of this email and any associated emails, information, and attachments are CONFIDENTIAL. Use or disclosure without sender's authorization is prohibited. If you are not an authorized recipient, please notify the sender and then immediately delete the email and any attachments.

Agency Consultation Log

Date: June 3, 2025

Time: 10:30 – 11:30 EST – Microsoft Teams Call

Agency: Lenawee County Drain Commission (LCDDC)

Attendees: David Mitchell, LCDDC

Kevin Cole, RWE

Monica Wilson, RWE

Nicholas Gruzdownich, RWE

Alexandre Silva, RWE

Bobby Lee, RWE

Zachary Emery, SWCA

Carol McKnight, SWCA

Blake Holcomb, SWCA

Topics Discussed:

1. Primary LCDDC point of contact is David Mitchell for drain and stormwater permits.
2. There are multiple county drains within the leased area/project boundary. County Drain 13 is below ground, remaining drains are open channels/ditches.
3. Each county drain easement width is 100’.
4. Fence and PV panels are not allowed within the county drain easements.
5. MV collector lines can be installed within county drain easements but must be bored and must maintain minimum 4’ of cover below existing ground and 4’ of cover below county drain ditch or pipe within easement. LCDDC permit is required for proposed MV collector line borings within county drain easements.
6. Culverted crossings are allowed within county drain easements. Proposed culvert materials are up to the developer and EOR. LCDDC permit is required for culverted crossings.

7. There are several solar sites that are in operation within Lenawee County. LCDC has granted less-stringent design and performance criteria for these projects and will use same approach for this project, recognizing solar projects are not a typical commercial/residential development and in most cases results in a net improvement in land cover between the pre-development (agriculture) and post-development condition (grassed open space/meadow). RWE must demonstrate lower design storm runoff volumes and peak flow rates in the post-development condition through site-wide hydrologic and hydraulic modeling. The minimum design storm criteria is the 10-year, 24-hour event.
8. LCDC confirmed that they do not consider PV panels as impervious area.
9. Temporary stormwater basins may be necessary and is up to the developer and EOR during the detailed design phase. Factors to consider include contributing area of disturbance, slope, topography.
10. Temporary crossings of a drain would require a permit as well
11. Drain Permit and stormwater review time is approximately 30 days
12. Drain permit – separate for each activity but the permit application can combine all crossings in one table

Next Steps and Associated Timeline: The Applicant will apply for any required permits through LCDC by Q4 2026.

From: Cole, J Kevin <JKevin.Cole@rwe.com>
Sent: Thursday, December 18, 2025 1:48 PM
To: David Mitchell
Cc: Carol Mcknight; Aleyda Galan
Subject: Rouget Road Solar Project – MPSC Filing and Stormwater Coordination

Hi David,

I hope all is going well.

I'm reaching out to let you know that we have submitted our application to the Michigan Public Service Commission for the Rouget Road Solar project.

The application included a draft stormwater mitigation plan based on the current project design and prior coordination with your office. The plan will be further refined as the design evolves. We anticipate submitting a formal drain permit application in late 2026.

Please don't hesitate to contact me with any questions, or if you'd like to discuss the project further.

I'll be in touch as the project progresses and am happy to provide updates along the way.

Best regards,
Kevin

J. Kevin Cole
Development Manager

RWE Clean Energy
Mobile : 517-745-7546
353 N Clark St, 30th Floor, Chicago, IL 60654
Jkevin.cole@rwe.com

From: David Mitchell <David.Mitchell@lenawee.mi.us>
Sent: Thursday, December 18, 2025 3:25 PM
To: Cole, J Kevin
Cc: Carol Mcknight; Aleyda Galan
Subject: Re: Rouget Road Solar Project – MPSC Filing and Stormwater Coordination

Kevin,

Thanks for the update. Let me know how things progress. I can send you a Draft Drain Agreement we like to have set up with the Solar Companies next year.

David W. Mitchell, P.E.
Drain Engineer I
Lenawee County Drain Commissioner's Office
320 Springbrook Ave, Suite 102
Adrian, MI 49221
(517) 264-4696
david.mitchell@lenawee.mi.us

State Historic Preservation Office (SHPO)

January 30, 2025: Email Correspondence

February 19, 2025: Email Correspondence

February 21, 2025: Email Correspondence and Attachment

May 14, 2025 and May 19, 2025: Email Correspondence

July 17, 2025: Email Correspondence

July 29, 2025: SHPO Online Submission

September 10, 2025: SR25-23 Letter from SHPO

February 25, 2026: Email Correspondence

March 24, 2026: Email Correspondence

June 4, 2026: Email Correspondence

June 18, 2026: Email Correspondence

June 22, 2026: Email Correspondence

July 2, 2026: Phase I Archaeology Report Submission

July 17, 2026 and July 22, 2026: Email Correspondence

August 12, 2026: Email Correspondence and Letter Response

August 13, 2026: Email Correspondence

August 13, 2026: Phase I Architectural Report Submission

Confidential information in the above correspondence
has been redacted as necessary.

From: Anna Gilmer <AGilmer@swca.com>
Sent: Thursday, January 30, 2025 1:20 PM
To: Slagor, Scott (LEO) <SlagorS2@michigan.gov>
Cc: Brandon Gabler <Brandon.Gabler@swca.com>
Subject: MPSC Order - Cultural Resource Next Steps

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Hi Scott,

I called a few minutes ago and left a message. I'm working on a solar project that will be submitting a permit application to the MPSC and I'd like to gain a better understanding of what is required in the MPSC Order. The MPSC order just reads that the applicant "has considered and addressed impacts to... historic and cultural sites."

I called Sarah Surface-Evans and chatted with her, but she recommended I reach out directly to you, since you are the one that has been working with the MPSC. My understanding (of what Sarah explained) is that the SHPO is initiating a process that will run parallel to Section 106. The developer submits an application that includes archaeology background assessment and the architectural assessment with our professional assistance (Section 106 form for now, maybe another one later). The MI SHPO will review and provide next steps for both archaeology and architecture. You will likely be asking for a full Phase I survey of the project area. The developer can still submit their application to the MPSC before surveys start. The developer will have 365 days from the moment they submit the application to complete the "cultural resource process" and get the green light from the SHPO that they approved the surveys and recommendations made by the archaeology consultant.

Does this sound about right? Am I missing anything? Also, for the Section 106 application for MPSC projects, can we use the inventory table as standard for >25 properties on these, or will you/Katie need to approve each time?

Thank you for your help. Feel free to give me a call on my cell phone to talk further.

Thanks again,

Anna Gilmer, M.A., RPA | she, her, hers
Senior Cultural Resources Team Lead

SWCA Environmental Consultants
200 West 22nd Street, Suite 200
Lombard, Illinois, 60148
P +1.630.590.3015 | C +1.281.620.0407
agilmer@swca.com



The contents of this email and any associated emails, information, and attachments are CONFIDENTIAL. Use or disclosure without sender's authorization is prohibited. If you are not an authorized recipient, please notify the sender and then immediately delete the email and any attachments.

From: Anna Gilmer <AGilmer@swca.com>
Sent: Wednesday, February 19, 2025 3:36 PM
To: Slagor, Scott (LEO) <SlagorS2@michigan.gov>
Cc: Brandon Gabler <Brandon.Gabler@swca.com>
Subject: RE: MPSC Order - Cultural Resource Next Steps

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Hi Scott,

I wanted to follow up on the new MPSC application materials. Would you be able to share the materials when they are ready? We are providing support on a project that will require permitting through the MPSC. We are hoping to conduct survey this spring and would like to get our proposed survey plan over to you all to review in the next month or so.

Thanks,

Anna Gilmer, M.A., RPA | she, her, hers
Senior Cultural Resources Team Lead

SWCA Environmental Consultants
200 West 22nd Street, Suite 200
Lombard, Illinois, 60148
P +1.630.590.3015 | C +1.281.620.0407
agilmer@swca.com



The contents of this email and any associated emails, information, and attachments are CONFIDENTIAL. Use or disclosure without sender's authorization is prohibited. If you are not an authorized recipient, please notify the sender and then immediately delete the email and any attachments.

From: Slagor, Scott (LEO) <SlagorS2@michigan.gov>
Sent: Thursday, January 30, 2025 12:59 PM
To: Anna Gilmer <AGilmer@swca.com>
Cc: Brandon Gabler <Brandon.Gabler@swca.com>
Subject: RE: MPSC Order - Cultural Resource Next Steps

Hi Anna,

Thank you for reaching out. I am hoping to get our application and instructions ready to share soon. I've had some kinks thrown into planning that we have to iron out. We were not informed until December that SHPO was to be a part of the MPSC permitting process, so we've been working hard to get materials together.

You basically have everything understood correct. However, we are still a little unclear on the timeline for MPSC permitting, so we ask that if you skip right to phase 1, to share your assessment that shows why you chose to survey the areas you did.

Architecture we are asking for surveys that meet our survey manual, so actual forms and contexts. Since so many of these are rural areas with little to no previous inventory, we are hoping that contexts that address themes like settlement and agriculture will be considered, as these installations are more apt to have an impact on a landscape level. We are asking for a half-mile radius for solar projects, and still need to calculate what to ask for BESS and wind projects. I'm anticipating a mile for wind, but I've got to talk to the other Historians first.

Nothing is final yet as everything is still in draft form, but I hope this gives you an idea of what to anticipate.

Thanks!



Scott Slagor (he/him)
Cultural Resource Protection Manager
State Historic Preservation Office
300 N. Washington Square
Lansing, MI 48913
Direct: 517.285.5120
michigan.gov/shpo

Get the latest news with the [SHPO](#) and [MEDC Community Development](#) newsletters!

From: Anna Gilmer <AGilmer@swca.com>
Sent: Thursday, January 30, 2025 2:14 PM
To: Slagor, Scott (LEO) <SlagorS2@michigan.gov>
Cc: Brandon Gabler <Brandon.Gabler@swca.com>
Subject: RE: MPSC Order - Cultural Resource Next Steps

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Hi Scott,

Thank you for following up; this is very helpful. I appreciate the background and context, too. Sorry to hear about the scramble to figure out your role in this process!

I have a feeling that our client will be anxious to get the process rolling as soon as possible. They are planning to submit to you before they file their permit application in March. So should we move forward using the Section 106 form to share our archaeology assessment (+ desktop review + Phase I survey recommendation mapping)? Or should we wait until you have an application and instructions finalized? We'll move forward with the architectural assessment (+ forms and assessments) once we have that data pulled together.

Thanks,

Anna Gilmer, M.A., RPA | she, her, hers
Senior Cultural Resources Team Lead

SWCA Environmental Consultants
200 West 22nd Street, Suite 200
Lombard, Illinois, 60148
P +1.630.590.3015 | C +1.281.620.0407
agilmer@swca.com



The contents of this email and any associated emails, information, and attachments are CONFIDENTIAL. Use or disclosure without sender's authorization is prohibited. If you are not an authorized recipient, please notify the sender and then immediately delete the email and any attachments.

From: Slagor, Scott (LEO) <SlagorS2@michigan.gov>
Sent: Thursday, January 30, 2025 3:10 PM
To: Anna Gilmer <AGilmer@swca.com>
Cc: Brandon Gabler <Brandon.Gabler@swca.com>
Subject: RE: MPSC Order - Cultural Resource Next Steps

I would use the 106 form as a guide, but I hope to have the new application ready next week. I can send it to you once we have it.



Scott Slagor (he/him)
Cultural Resource Protection Manager
State Historic Preservation Office
300 N. Washington Square
Lansing, MI 48913
Direct: 517.285.5120
michigan.gov/shpo

Get the latest news with the [SHPO](#) and [MEDC Community Development](#) newsletters!

From: Slagor, Scott (LEO) <SlagorS2@michigan.gov>
Sent: Friday, February 21, 2025 2:11:27 PM
To: Anna Gilmer <AGilmer@swca.com>
Cc: Brandon Gabler <Brandon.Gabler@swca.com>
Subject: RE: MPSC Order - Cultural Resource Next Steps

Hi Anna,

This is hot off the presses. Haven't been able to update the website yet, but attached is the form I shared with you, and the instructions. It largely emulates 106.

Thanks!



Scott Slagor (he/him)
Cultural Resource Protection Manager
State Historic Preservation Office
300 N. Washington Square
Lansing, MI 48913
Direct: 517.285.5120
michigan.gov/shpo

Get the latest news with the [SHPO](#) and [MEDC Community Development](#) newsletters!



APPLICATION FOR SHPO CONSULTATION UNDER PA 233, RENEWABLE ENERGY AND ENERGY STORAGE FACILITY SITING

NOTE: This application form is for State Reviews of solar/wind/BESS utility projects only. If this project is a federal undertaking, please submit an *Application for SHPO Section 106 Consultation Form* instead.

Submit one application for each project for which comment is requested. This application allows SHPO to review projects that may undergo siting certification with the MPSC under PA 233 as applicable. **Consult SHPO's *Instructions for the Application for PA 233 Renewable Energy and Energy Storage Facility Siting* when completing this application.** This consultation and the considerations under the National Historic Preservation Act are under SHPO's discretion.

Submit application materials online at www.michigan.gov/shposection106.

I. GENERAL INFORMATION

- ☐ New submittal
- ☐ More information relating to SHPO SR# [SHPO Project #](#)
- ☐ This project is seeking a permit from the MPSC
- ☐ This project is due diligence and is unknown if a MPSC permit will be required

a. **Project Name:** [Project name](#)

b. **Project Location(s):**

If there is more than one location for your project, additional rows may be added to the table below. Township, Range, Section/Private Claim refer to the public land survey sections. Each Township/Range group must have its own row in the table below and must include the corresponding county and municipal unit.

County	Municipality	Street Address	Township (N/S)	Range (E/W)	Section(s) or Private Claim
County	City, Village, or Township	Street Address, if applicable	Township	Range	Section(s) or Private Claim #

II. CONTACT INFORMATION

- a. **Applicant:** [Name of Applicant's agency/firm](#)
Contact Name: [Applicant contact's name](#)
Contact Address: [Applicant contact's mailing address](#) **City:** [Applicant's city](#) **State:** [Applicant contact's state](#) **Zip:** [Applicant contact's zip code](#)
Email: [Applicant contact's email](#) **Phone:** [Applicant contact's phone #](#)
- b. **Consulting Firm (if applicable):** [Name of firm](#)
Contact Name: [Name\(s\) of consultants](#)
Contact Address: [Consultant's mailing address](#) **City:** [Consultant's city](#) **State:** [Consultant's State](#) **Zip:** [Consultant's zip code](#)
Email: [Consultant's email](#) **Phone:** [Consultant's phone number](#)



APPLICATION FOR SHPO CONSULTATION UNDER PA 233, RENEWABLE ENERGY AND ENERGY STORAGE FACILITY SITING

III. PROJECT INFORMATION

a. **Project Work Description**

Describe all work to be undertaken as part of the project:

[Describe the work to be done for the project.](#)

b. **Project Location and Vicinity**

i. **Maps.** Please indicate all maps that will be submitted as attachments to this form.

☐ Street map, clearly displaying the project boundaries and survey areas

☐ Site map

☐ USGS topographic map Name(s) of topo map(s): [Name\(s\) of topo map\(s\)](#)

☐ Aerial map

☐ Map of photographs

☐ Other: [Identify type\(s\) of map\(s\)](#)

ii. **Site Photographs**

iii. **Describe the project area and survey area:**

[Description](#)

iv. **Describe the steps taken to define the survey area:**

[Description](#)

IV. IDENTIFICATION OF HISTORIC PROPERTIES

a. **Scope of Effort Applied**

i. **List sources consulted for information on historic properties in the project/survey areas** (including but not limited to SHPO office and/or other locations of inventory data).

[Sources consulted for information on historic properties](#)

ii. Provide documentation of previously identified sites as attachments.

iii. **Provide a map** showing the relationship between the previously identified properties and sites, your project footprint and survey area.

iv. Have you reviewed existing site information at the SHPO: ☐ Yes ☐ No

v. Have you reviewed information from non-SHPO sources: ☐ Yes ☐ No



APPLICATION FOR SHPO CONSULTATION UNDER PA 233,
RENEWABLE ENERGY AND ENERGY STORAGE FACILITY
SITING

b. Identification Results

i. Above-ground Properties;

An Architectural Reconnaissance Survey meeting the standards of the *Michigan Above-Ground Survey Manual* is required for all reviews. The survey area must be: a half **(0.5)-mile radius** from the project location(s) for **solar**; a **five (5) -mile radius** from the project locations for **wind**; and the **surrounding properties** for **BESS** installations. any variance must be made in consultation with SHPO in advance.

A. **Total number of properties surveyed** *Number of Properties surveyed:*

B. **Total number of previously identified Historic Properties in your survey area** *Number of previously identified listed or eligible Properties*

C. **Total number of newly identified properties recommended eligible for listing in the National Register of Historic Places** *Number of Properties recommended eligible*

D. **Summarize, briefly, your findings for above-ground resources.**

Brief summary of above-ground findings, including the number of buildings/districts found to be eligible and how they will/will not be affected by the undertaking.

E. **Attach the appropriate Michigan SHPO Architectural Identification Form for each resource or site 50 years of age or older in the survey area.**

Please utilize the appropriate district/complex and landscape forms as necessary. These projects are more likely to impact farmstead complexes and cultural landscapes.

F. **Provide the name and qualifications of the person who made recommendations of eligibility for the above-ground identification forms.**

Name *Name* **Agency/Consulting Firm:** *Name of agency or consulting firm*

Is the individual a 36CFR Part 61 Qualified Historian or Architectural Historian ☐ Yes ☐ No

Are their credentials currently on file with the SHPO? ☐ Yes ☐ No

If NO attach this individual's qualifications form and resume.



APPLICATION FOR SHPO CONSULTATION UNDER PA 233, RENEWABLE ENERGY AND ENERGY STORAGE FACILITY SITING

ii. **Archaeology**

An archaeological assessment and Phase I survey is required for all project reviews. The assessment and survey must meet SHPO Archaeological Standards and encompass all areas of ground disturbance, including construction sites, access roads, laydown areas, equipment storage, etc.

A. Indicate the level of archaeological investigation being submitted:

☐ Assessment (Desktop Review) ☐ Archeological Report

B. Width(s), length(s), and depth(s) of proposed ground disturbance(s): [Width, length, depth of proposed ground disturbance](#)

C. Potential to adversely impact significant archaeological resources:

☐ Low ☐ Moderate ☐ High

Is fieldwork recommended? ☐ Yes ☐ No

Briefly justify the recommendation:

[Justification for recommendation of fieldwork](#)

D. Have you attached an Archaeological Sensitivity Map? ☐ Yes ☐ No

E. Summary of previously reported archaeological sites and surveys:

[Previously reported archaeological sites and surveys](#)

F. Summarize past and present land use:

[Summary of past and present land use](#)

G. If archaeological fieldwork has been conducted, please attach a copy of the report copy and provide full report reference here:

[Full report reference](#)

H. Provide the name and qualifications of the person who provided the information for the Archaeology section:

Name: [Name of archaeologist](#) **Agency/Firm:** [Archaeologist's agency or firm](#)

Is the person a 36CFR Part 61 Qualified Archaeologist? ☐ Yes ☐ No

Are their credentials currently on file with the SHPO? ☐ Yes ☐ No

If NO, attach this individual's qualifications form and resume.

Archaeological site locations are legally protected.

This application may not be made public without first redacting sensitive archaeological information.



APPLICATION FOR SHPO CONSULTATION UNDER PA 233,
RENEWABLE ENERGY AND ENERGY STORAGE FACILITY
SITING

V. Tribal Engagement

MPSC permitting guidance requires the applicant contact Tribes that may have an interest in the project area.

- a. **Provide a summary of consultation with Tribal Historic Preservation Offices/Cultural Officials :**
Summary of consultation with parties other than the SHPO

VI. Public Engagement

- a. **Provide summaries of public comment and the method by which that comment was sought:**
Public comment summary

VII. Recommendation of Impact

Please have the qualified cultural professionals make a recommendation for the projects impact to historic properties. If mitigation measures are necessary, include mitigation recommendations. Please consider such items as direct impacts construction, auditory, visual, and other impacts.

- a. **Basis for Recommendation:**

Provide an explanation for your determination; if historic properties are present, explain why the criteria of adverse effect were or were not applicable.

- b. **Recommendation**

- ☐ **No impacts to historic properties**
☐ **Historic properties will be impacted** and the project will (check one):
☐ have **No Adverse Impact** on historic properties within the survey area.
☐ have an **Adverse Impact** on one or more historic properties in the survey area

Applicant Signature: _____ Date: _____

Type or Print Name: _____

Title: _____

ALL ARCHAEOLOGICAL SITE INFORMATION, INCLUDING SITE LOCATIONS, DESCRIPTIONS, AND MAPPING, MUST BE REDACTED FROM THE FINAL REPORT AND APPLICATION BEFORE SENDING TO THE MPSC FOR REVIEW.



APPLICATION FOR SHPO CONSULTATION UNDER PA 233,
RENEWABLE ENERGY AND ENERGY STORAGE FACILITY
SITING

ATTACHMENT CHECKLIST

Identify any materials submitted as attachments to the form:

- ☐ Unanticipated Discoveries Plan (Required)
- ☐ Additional federal, state, local government, applicant, consultant contacts
- ☐ Maps of project location
 - Number of maps attached: [number of maps](#)
- ☐ Site Photographs
 - ☐ Map of photographs
- ☐ Plans and specifications
- ☐ Other information pertinent to the work description: [Identify the type of materials attached](#)
- ☐ Updated documentation of previously identified historic properties
- ☐ New Architectural Properties Identification Forms
- ☐ Map showing the relationship between identified historic properties, your project footprint, and project survey area
- ☐ Above-ground survey report
- ☐ Archaeological sensitivity map
- ☐ Archaeology survey report
- ☐ Archaeologist and Historian qualifications and resume- if not on file already.
- ☐ Other: [Identify other attached materials](#)

MICHIGAN

STATE HISTORIC PRESERVATION OFFICE

INSTRUCTIONS

FOR THE

APPLICATION FOR

*PA 233 RENEWABLE ENERGY
AND ENERGY STORAGE FACILITY
SITING CONSULTATION FORM*



Public Act 233 requires the applicant for energy siting and storage facilities to consider and address impacts *to the environment and natural resources, including, but not limited to, sensitive habitats and waterways, wetlands and floodplains, wildlife corridors, parks, historic and cultural sites, and threatened or endangered species*. The applicant must submit this information to the Michigan Public Service Commission (MPSC) for consideration in permitting the project. In order to facilitate considerations of historic and cultural sites (hereafter Historic Properties), the MPSC has required applicants to consult with the State Historic Preservation Office (SHPO).

If your project has a federal nexus, then you may also be required to consult under Section 106 of the National Historic Preservation Act, as amended; wherein federal agencies are required to identify historic properties that may be affected by a proposed undertaking and to avoid, minimize, or mitigate any adverse effects. Section 106 regulations are codified in 36 CFR 800 and are available from the Advisory Council on Historic Preservation website at <http://www.achp.gov/regs-rev04.pdf>. If the project has a federal nexus, please follow the Sec. 106 Application Form.

If you have a question regarding whether your project has federal involvement, please contact the agency requesting consultation.

To Learn More About the Public Act 233...

More information can be found on the MPSC's website:

<https://www.michigan.gov/mpsc/commission/workgroups/2023-energy-legislation/renewable-energy-and-energy-storage-facility-siting>.

BEFORE YOU GET STARTED

Submission of a completed **SHPO Consultation Under PA 233, Renewable Energy and Energy Storage Facility Siting** form with adequate information and attachments constitutes a review request. Please submit one application per project for which a review is requested.

- **The application form is required.** Compliance reports and other documentation submitted for review without an application form will not be reviewed.
- **Answer every question thoroughly.** Sufficient information must be provided to allow SHPO to make an informed decision about a project's potential to affect historic properties. If sufficient information is not provided, review will be delayed until the SHPO receives the required information.
- **Applications and supporting documentation must be complete for review to begin.** The SHPO cannot concur with projects submitted with incomplete or missing information. Supplemental materials submitted for review will not be returned. Review of the project will begin only after all missing information has been received.
- **Please allow for a 45-day response time by the SHPO from the date of receipt of complete information.** To avoid unnecessary delays for your project, provide all information requested and provide any supporting documentation as appropriate.
- **Include email and mailing addresses for each party requiring a copy of our response.** At minimum, SHPO must have mailing and email addresses for the applicant and consultant. SHPO correspondence will be emailed if an email address is provided, a hard copy can be mailed on request. Failure to provide complete, accurate addresses and/or email addresses may delay the response to your submission.
- **The form is a fillable Word document.** The check boxes are clickable. To enter text into the form, click on the appropriate area with blue text. As you type, the boxes will expand. The font is set differently in those text boxes to allow the SHPO reviewer to more easily distinguish the questions from the responses, allowing for a more efficient review. If your text is too long to fit the form, or is cumbersome to insert – such as a table or graphics – indicate in the text box that the information will be provided as an attachment. Please also note the attachment on the *Attachment Checklist* at the end of the form.

PREPARING THE APPLICATION FOR PA 233 SHPO CONSULTATION

I. GENERAL INFORMATION

The Application requests applicants to indicate whether this project is a new submittal or more information on an existing project. Please also indicate whether the project will apply for MPSC permitting or if that is yet to be determined.

a. PROJECT NAME

The project name should be something that briefly, but clearly, provides a summary of the project. Project names should include a statement of action.

Examples:

- Michigan Power Wind Farm Construction
- Johnson Battery BESS System Installation
- Village Solar Array Development.

b. PROJECT LOCATION(S)

COUNTY

Be sure to provide **all** counties included in the project footprint.

PROJECT MUNICIPALITY

The municipality is the city, village, or township where the project is located. The municipal unit is not necessarily the mailing address. For example, if a mailing address lists “Lansing” as the city, yet the project is outside the city limits, then the township is the municipal unit.

PROJECT Location(s)

The application includes an editable table for project location information. If more than one municipality, county, or Township, Range, and Section are within the APE, then please add as many lines as necessary.

If you do not have a single address for the project, list the streets where the project will be located or provide clear verbal boundaries for the street address column.

Examples:

- Michigan Ave between 1st and 10th Streets.
- Union St and Townsend Ave between Main St and Liberty Rd.

For rural projects without addresses and/or extremely large projects, please observe the following example: 14 blocks roughly bounded by Dunkley to the north, Edwards to the east, Paterson to the south, and Church to the west.

TOWNSHIP/RANGE/SECTION OR PRIVATE CLAIM (TRS)

The TRS must be included for all projects with ground disturbance. If you are not using GIS for your project planning, the Public Land Survey Sections can be found in the State of Michigan GIS Open Data at <https://gis-michigan.opendata.arcgis.com/datasets/Michigan::public-land-survey-sections> . Each Township and Range grouping must be on a separate row in the table and include corresponding county and municipal unit information.

Example location table:

County	Municipality	Street Address	Township (N/S)	Range (E/W)	Section(s) or Private Claim
Clinton	City of DeWitt/Dewitt Township	North and south sides of Herbison Road between Faiver and Schavey Road	T05N	R02W	S07, 18

II. CONTACT INFORMATION

This section will provide the SHPO with the names of all entities that should receive a copy of our response, as well as the contacts to whom the copies should be directed including mailing addresses and email addresses. We cannot guarantee a copy will go to anyone for whom we are lacking a correct and complete mailing and/or email address.

a. APPLICANT

The applicant is the party applying for MPSC permitting or requesting a review in anticipation of permitting, not a consultant. Complete this section by providing contact information for the party

b. CONSULTANTS

A federally qualified consultant must complete the identification of historic properties portion of the application. Please provide the consultant's information.

Consultants who meet the federal qualifications established in 36 CFR Part 61 and are not currently included on the *Archaeologist/Historian/Architectural Historian Consultant List* should verify whether the SHPO has their qualifications on file prior to submitting their application. If qualifications are not on file, please complete the applicable *Archaeologist/Historian/Architectural Historian Consultant List Update Form* found on the SHPO website at <https://www.miplace.org/historic-preservation/research-resources/consultant-resources/> and include the form with your application packet.

NOTE: Email addresses and/or mailing addresses *must* be included to receive a copy of the SHPO's response letter. Due to the volume of projects we review, the SHPO cannot ensure a copy will go to those whose accurate contact information is not included in the application form.

III. PROJECT INFORMATION

a. PROJECT WORK DESCRIPTION

Provide a detailed description of all work that will be undertaken as part of the project. Include any information about the scope of the work.

Plans and specifications or other materials cannot be substituted for this project work description; however, it may be necessary to include them to fully illustrate the scope and nature of the project. If there are historic properties within your project area, the SHPO will require more detailed project information, including project plans and specifications, to fully assess the effects your project may have on those historic properties.

The work description should include all actions that may impact above or below ground components of the project area. Include information about the project support work, including but not limited to building removals, rehabilitation, new construction, relocations, landscape alteration, tree/vegetation removals, excavations, temporary workspaces, access roads, work site parking, work trailer locations, equipment and materials storage areas, staging, street or sidewalk removal, repair replacement, and the like.

Be explicit in describing the work, for instance if ground disturbing work is occurring, what changes will occur to the landscape as a result? Please remember that SHPO staff are not familiar with your project, so be as specific as possible. When possible, avoid using technical language, or if necessary, define the terminology.

The economic benefits of a project which do not impact historic properties, either architectural, cultural, or archaeological, while important to the project itself, may not be relevant to the section 106 review. If the economic benefit is such that it will result in a change of land use, traffic patterns, public access, etc., and is something which could have an indirect impact on historic properties and should be included. If the economic benefits will be limited and not have an impact, either directly or indirectly, on the physical environment, then it is not necessary to discuss those economic benefits.

b. PROJECT LOCATION AND VICINITY

i. MAPS

All projects must provide a minimum of one map to identify the project location. In most cases, more than one map will be necessary to adequately convey both the project footprint and survey area. Maps need to allow a reviewer who is not familiar with either your project or its location to clearly understand the exact location where the project will take place as well as the extent of the survey area. Street names at the cross streets nearest your project must be visible. If necessary for clarity, separate maps may be submitted for project location and survey, but these must be clearly labeled. At least one (1) map or map inset should be included that shows the location of the project in relation to the rest of the state.

Maps must include a scale, a north arrow, the city(ies)/township(s) and county(ies) contained on the map, and any streets or geographic features that are labeled must be legible.

Projects that have a ground-disturbing component **must** also include figure that shows detail of 7.5' minute USGS topographic quadrangle mapping marked with the project footprint and APE. These maps can be downloaded for free at the USGS Topo View website (<https://ngmdb.usgs.gov/topoview/>). This mapping should be appropriately cropped and zoomed to clearly show the relevant area(s) and project information. Label this graphic with the official USGS map name. See Section IV Archaeology.

Photographs (see below) must also be marked on a map, with the number of the photograph, and an arrow indicating the direction the camera was facing when the photo was taken.

Aerial images may be included as supplemental documents but will not be accepted in place of the maps required above. Hand-drawn maps are not acceptable, unless they are to scale and used to supplement other maps. An example of an acceptable hand-drawn map would be a site map indicating the location of buildings on a rural property. Hand-drawn maps cannot be substituted for required maps.

ii. SITE PHOTOGRAPHS

Photographs must provide clear views (i.e., subject of the photograph should not be obscured by shadows, trees, cars, or any other type of obstruction) of the site of the project and the Area of Potential Effects. If the project covers a large area, provide several views. Aerial photographs are not a substitute for ground-level photographs, although they may be submitted as supplemental to those photographs. Key all photographs to your localized map.

Photographs may be color or black and white. Photos should be placed within a PDF document, with clearly labeled captions. Please do not exceed two (2) photographs per page (standard size paper, 8.5 x 11 inches).

If choosing to print and mail hard copy applications, note it is not necessary to use photographic paper when printing digital photos. The printed photos must have a high dpi and clear resolution and should be printed at an appropriate scale to see the content of the photo. Photographs may be printed no more than two per page.

Regardless of hardcopy or digital, submitting grainy, dark, washed out, or blurry photographs will delay review of your project until the SHPO receives clear photographs. **Faxed, photocopied, or Google Street-view photographs are not acceptable.**

iii. and iv. Project Area and Survey Area

The Project Area is the geographic location where the work is occurring, and the survey area is the area where historic properties are (or may be) identified and assessed for possible impacts. Impacts could include, but are not limited to the following: changes to the landscape, physical destruction, visual or audio changes. Some impacts may be temporary, such as construction vibrations, but should still be taken into account when assessing for impacts. The survey area should be informed by the scale and nature of the project.

The archaeological survey areas encompass the areas of ground disturbance; including constructions areas, access roads, and equipment staging. The entire property of a potential energy installation should be archaeologically surveyed. A one-mile research radius is required from the archaeological survey area.

The above-ground (architectural) survey area is more varied, depending on the type of energy siting. For each system permitted under PA 233, the SHPO requires the following:

- a half (0.5)-mile radius from the project location(s) for solar;
- a five (5) -mile radius from the project locations for wind;
- and the surrounding properties for BESS installations.

Any variance to the required survey areas must be made in consultation with SHPO in advance.

iii. DESCRIBE THE PROJECT AREA

Provide a brief narrative description of the project area and survey as they exist now, what types of effects are expected to be caused by the project, and what changes may result from those effects. Identify the boundaries of the survey area. If the survey area for direct impacts differs from the survey for indirect impacts, identify the boundaries of each.

iv. DESCRIBE THE STEPS TAKEN TO DEFINE THE S BOUNDARIES CHOSEN

Provide a written narrative describing the steps that were taken to identify the project area and survey areas; and justify the boundaries chosen.

IV. IDENTIFICATION OF HISTORIC PROPERTIES

For the purposes of this application, the SHPO uses the federal definition of historic properties for the identification of historic and cultural sites. Historic properties are defined as any prehistoric or historic district, site, building, structure, object, or landscape listed in, or eligible for

inclusion in, the National Register of Historic Places. Failure to identify historic properties may result in the SHPO requesting additional information and could delay the review of your project.

THE SHPO DOES NOT CONDUCT RESEARCH FOR AGENCIES. Merely checking the National Register for listed properties does not fulfill the requirements to identify properties that are eligible for listing on the National Register.

SHPO requires that identification and evaluation of historic properties be done by professionals who meet the Secretary of the Interior's Professional Standards in the appropriate field. For projects involving ground disturbance, agencies must utilize a federally qualified archaeologist; for projects that have the potential to directly or indirectly affect above-ground historic properties, agencies must utilize a federally qualified architectural historian. The SHPO maintains lists of consultants meeting the federal qualifications on their website at <https://www.miplace.org/historic-preservation/research-resources/consultant-resources/>. **This list is not an endorsement.** When selecting a consultant, we strongly recommend seeking multiple proposals, asking for examples of work, and checking references.

Individuals who meet the federal qualifications established in 36 CFR Part 61 and are not currently included on the *Archaeologist/Historian/Architectural Historian Consultant List* should verify whether the SHPO has their qualifications on file prior to submitting their application. If qualifications are not on file, complete the applicable *Archaeologist/Historian/Architectural Historian Consultant List Update Form* found on the SHPO website at <https://www.miplace.org/historic-preservation/research-resources/consultant-resources/>. If the qualified professional does not wish to be included on our publicly available lists, indicate this on the form. Inclusion on those lists is not mandatory.

36 CFR Part 800.11(a) requires that any determinations under Section 106 be supported by sufficient documentation to enable any reviewing parties to understand its basis. Include copies of any pertinent resources used to identify historic properties. These could include excerpts from survey reports, copies of Sanborn fire insurances maps and other historic mapping, copies of information found in county histories, etc. Any documentation submitted in support of recommendations of eligibility for the National Register of Historic Places must clearly identify the source of the materials.

a. SCOPE OF EFFORT APPLIED

Provide a list of sources consulted for information on historic properties in the project and survey areas (including but not limited to the SHPO office and/or other locations of inventory data). Additional repositories of data could include local historical societies, local libraries, the Library of Michigan, universities, historic mapping, and Tribal Historic Preservation Offices or Tribal Cultural Resources Specialist.

The SHPO maintains an inventory of previously identified architectural properties and districts that have been determined to be eligible for listing in the National Register. The SHPO's State Archaeological Site File is the only comprehensive listing of previously reported archaeological sites and surveys in the state. These resources are available online to qualified professionals. Contact the SHPO Data Manager, Diane Tuinstra: tuinstrad@michigan.gov for instructions on access. Federally qualified archaeologists may submit requests for architectural information as this is publicly available information, but our expectation is that federally qualified architectural historians will make recommendations regarding eligibility for architectural resources. If your project requires both archaeological and architectural records, please coordinate and reduce the number of requests when possible.

Provide information on previously identified historic properties located within your project and survey areas using maps and the appropriate *Michigan SHPO Identification Form*. The map should show the relationships between the direct and indirect APEs and the previously identified historic properties. Include photographs and indicate whether there will be direct or indirect impacts to each of these historic properties.

b. IDENTIFICATION RESULTS

i. ABOVE-GROUND HISTORIC PROPERTIES

PA 233 requires the applicant to make a reasonable and good faith effort to carry out appropriate identification efforts, which could include background research, consultation, oral history interviews, sample field investigation, and field survey. **The SHPO does not conduct research.** Simply checking the National Register for listed properties does not adequately identify properties within your project area and survey areas that are eligible for listing on the National Register. Failure to identify all historic properties for your project may result in the SHPO requesting additional information and could delay the review of your project.

The scope of identification efforts should be based on the scope and size of the project. If you are unsure of the level of identification required for your project, please contact SHPO staff to discuss. Depending on the scope and nature of the project, additional identification efforts may be required after preliminary materials are reviewed by the SHPO.

For PA233 applications an Architectural Reconnaissance Survey meeting the standards of the *Michigan Above-Ground Survey Manual* is required for all reviews. The survey area must be: a half (**0.5**)-mile radius from the project location(s) for **solar**; a **five (5) -mile radius** from the project locations for **wind**; and the **surrounding properties** for **BESS** installations. any variance must be made in consultation with SHPO in advance

A . Total Number of Properties Surveyed

Please note the number of properties inventoried.

B. Total number of previously identified historic properties in your survey areas:

Note the number of previously identified properties in the survey area. Provided an updated recommendation of edibility for these resources.

C. Total number of newly identified historic properties recommended eligible for listing in the National Register of Historic Places:

Note the number of properties newly identified historic properties, including individual sites and districts.

D. Summarize briefly your findings on above-ground resources:

Summarize your findings. Alert SHPO to any parts of the survey you specifically want to call attention to.

E. Michigan SHPO Identification Forms

As part of your application package, complete the appropriate *Michigan SHPO Identification Form* for each resource over 50 years of age. This includes at a minimum the following information: address, municipality, county, property type, photograph, architectural information (when available for buildings), eligibility recommendation, integrity, survey date/recorder, architectural description, and statement of significance. The architectural description should be a brief description of the building, structure, or object. Provide information on existing materials, outbuildings, building form and style, as applicable. The Statement of Significance should

include a description of the reasons the property is or is not eligible for inclusion in the National Register, based on the National Register criteria.

If the survey area contains an eligible historic district complete a *Michigan SHPO Architectural District/Complex Identification Form* including a description of the district, map or aerial photograph with boundaries, district type, eligibility, integrity, survey date/recorder, statement of significance, and list of historic resources. In this case, do not complete an individual form for each property.

If your survey area contains a landscape, use the *Michigan SHPO Cultural Landscape Identification Form* to assess the significance of the landscape and associated features.

If your survey area has a large (more than 25) number of previously unidentified resources consult with SHPO staff prior to completing identification forms to develop a plan appropriate to the scope of work.

If your research in the SHPO files returned properties that were in the survey and had missing information, we expect that you will provide the missing materials. For example, if the materials have not been identified, or if the exterior materials have changed, please update the form before resubmitting it. If the current National Register Status indicates that more information is needed, please provide additional information to support your recommendation of eligibility. If there is no image of the property, please provide one. It is not acceptable to use Google Streetview images as the only source; the SHPO requires current information to make decisions. It is expected that the materials submitted to the SHPO for Section 106 review will not simply be a regurgitation of the materials collected from our office during the research phase.

APPLYING THE NATIONAL REGISTER CRITERIA

For each identified resource, include a recommendation for eligibility by applying the National Register Criteria for Evaluation found in *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation* on the National Park Service website.

(<https://www.nps.gov/subjects/nationalregister/index.htm>) All identification forms must include a brief statement from the qualified professional recommending the whether the property is eligible or not for the National Register, including which of the criteria have been met or not and how they are applicable or not.

F. Provide the name and qualifications of the person who made recommendations.

Please note the qualified professional who made the recommendations and if their qualifications are on record with the SHPO.

ii. ARCHAEOLOGY

An archaeological assessment and Phase I survey is required for all project reviews. The assessment and survey must meet SHPO Archaeological Standards and encompass all areas of ground disturbance, including construction sites, access roads, laydown areas, equipment storage, etc.

A. Indicate the level of reporting. An *Archaeological Assessment* considers the sensitivity of the APE and includes a recommendation on whether or not further survey work is required. This is based on environmental context, as well as historic and prehistoric contexts that are localized to the project area. An *Archaeological Report* also includes the aforementioned contexts and details the results of an archaeological survey. **Ideally, SHPO would like to review the Archaeological Assessment in advance of the Archaeological Survey.**

B. Describe width(s), length(s), and depth(s) of proposed ground disturbance(s). This may be presented in a table if multiple activities require varying disturbance. Include permanent, temporary (e.g. workspaces or staging areas), and minimal disturbance.

C. Considering the background research, the overall environmental context, and the proposed scope of work, assess the project's potential (low, moderate, or high) to adversely impact significant archaeological resources, both previously reported and yet undiscovered. This is your research-based opinion. For moderate and high assessments, briefly justify whether archaeological fieldwork is recommended. If fieldwork is recommended, briefly describe what is prescribed (e.g. pedestrian and/or shovel test survey, deep testing, or monitoring). Note that if an adequate survey is conducted, rarely do we support additional monitoring (an exception may be reported human remains in the immediate area).

Note that archaeological fieldwork is not required for every project, nor is it appropriate for many projects. The need for fieldwork, typically survey, should be determined by the qualified consultation in consultation with SHPO. The archaeological consultant contributing to this form will produce the baseline information to inform these decisions; the consultant cannot require survey.

D. As specified in the mapping section, remember to attach a 7.5' USGS topographic quadrangle map showing both the direct and indirect effect project area boundaries, the contextual research radius employed, and the boundaries of any associated previously reported archaeological sites and surveys. Label the graphic Archaeological Sensitivity Map (Not for Public Distribution) and caption with the official quadrangle map name(s). Appropriate base maps can be downloaded free from the USGS TopoView website; alternative base maps (e.g. street maps or aerials) may not be substituted but may be included as supplemental. This map should be appropriately cropped and zoomed to clearly show the relevant area(s). This map demonstrates the spatial relationships between the project, reported archaeological sites and surveys, and the larger environmental context, and is the main visual exhibit supporting the related recommendation of impact.

E. Briefly summarize previously reported archaeological sites and surveys in the project area. This will require, at a minimum, reviewing the Michigan Archaeological Site Files within SHPO. Summarize any previously reported archaeological sites and surveys in the project area; this information may be presented in a table. This summary will key directly to the Archaeological Sensitivity Map.

F. Briefly summarize the past and present land use of the project area (any relevant supporting documentation should be submitted as attachments). This research effort should be proportional to the scope of work. This helps us assess the potential for impacting historically referenced properties that could retain significant archaeological signatures and the horizontal and vertical extent of prior soil disturbance.

G. Sometimes fieldwork is conducted for a new project prior to the initiation of SHPO consultation (e.g. some telecommunications projects or when otherwise required by a federal agency). If this is the case, check Yes, provide the full report reference on the form, and attach both a standalone color hardcopy and a consolidated/single PDF (on USB drive or CD) of the new report for review and file.

H. Unless this individual already appears on our qualified consultants list, attach a SHPO archaeological qualifications form and resume for this consultant. SHPO staff may refer to this documentation but note that federal agencies are responsible for assuring the use of qualified consultants.

NOTE: Archaeological site locations are legally protected. This application may not be made public without first redacting sensitive archaeological information

V. TRIBAL ENGAGEMENT

MPSC permitting guidance requires the applicant contact Tribes that may have an interest in the project area. For historic properties consultation specifically, contact the Tribal Historic Preservation Officer or cultural official. Do not simply contact the Tribal government offices.

a. Provide summary of tribal consultation.

Tribes have invaluable knowledge of Michigan's cultural resources, their input is critical to determining impacts to historic properties. Please summarize tribes contacted and their responses to date.

VI. Public Engagement

Historic preservation is a highly localized concern, provide a summary of the public engagement and any information gathered on historic properties from the public.

VII. Recommendation of Impact

Please have the qualified cultural professionals make a recommendation for the projects impact to historic properties. If mitigation measures are necessary, include mitigation recommendations. Please consider such items as direct impacts construction, auditory, visual, and other impacts. This gives SHPO staff an opportunity to concur with the findings and build on recommendations made.

a. Provide a basis for the recommendations.

Examples of adverse impacts include, but are not limited to:

- Physical destruction of or damage to all or part of the property;
- Alteration of a property that **is not** consistent with the Secretary's Standards for the Treatment of Historic Properties (36 CFR Part 68) and applicable guidelines;
- Removal of the property from its historic location;
- Change of the character of the property's use or of physical features within the property's setting that contribute to its historic significance;
- Introduction of visual, atmospheric, or audible elements that diminish the integrity of the property's significant historic features;
- Neglect of a property which causes its deterioration, except where such neglect and deterioration are recognized qualities of a property of religious and cultural significance to an Indian tribe or Native Hawaiian organization; and

Recommendation

Select the appropriate recommendation and provide required justification or documentation.

- For a determination of no impacts to historic properties in which there are either no historic properties present, or no historic properties affected, include the basis for this determination.
- For a determination of no adverse impact explain why the historic properties present would not be negatively impacted and include any conditions to avoid, minimize, or mitigate adverse impacts.
- For a determination of adverse impact explain why historic properties would be adversely impacted and include any conditions to avoid, minimize, or mitigate adverse effects.
- For projects where the federally qualified professional has recommended archaeological or architectural survey(s), and survey has not yet been conducted, a determination of The applicant responsible for carrying the information forward to the MPSC must sign the form to demonstrate acknowledgement of the findings for SHPO's review.

ATTACHMENT CHECKLIST

The attachment checklist is provided as a quick reference to ensure that all of the expected attachments are included with the submission. It will also allow the SHPO reviewer to confirm that all intended maps, qualifications, reports, etc., have been received.

ONLINE SUBMISSION

To submit, visit our [online portal](#), and follow the instructions.

CONTACT THE SHPO

300 North Washington Square
Lansing MI 48913
517-335-9840

preservation@michigan.gov

Michigan.gov/SHPO

THIS APPLICATION AND INSTRUCTIONS ARE SUBJECT TO UPDATES, PLEASE CHECK OUR WEBSITE FREQUENTLY FOR THE LATEST VERSION.

Updated 2/13/25



RE: Architecture History Survey Questions

From Kolokithas, Kathrine (LEO) <KolokithasK1@michigan.gov>

Date Mon 5/19/2025 9:53 AM

To Megan Daniels <Megan.Daniels@swca.com>

Cc Slagor, Scott (LEO) <SlagorS2@michigan.gov>

Hi Megan,

We are still getting out bearings with these projects as well since this is a new process for everyone. Our guidance indicates that if you would like to alter the survey plan then you would need to schedule time to discuss with Scott Slagor, our cultural resource protection manager and myself. We are finding that not all situations for solar projects are the same and we are needing to customize the documentation to the project. To reduce the Survey area, we would need to discuss the visual impacts. Some consultants have chosen to do a visual analysis to help narrow down the scope of potential impacts (for example, are there trees or other objects (walls, fences, buildings, etc) that would visually screen the panels from surrounding buildings. Scott is out today but he might have more to add tomorrow when he gets back so I copied him here!

- Assuming that a table in lieu of inventory forms is appropriate in these instances, should we default to the Section 106 Above-Ground Table or is there an option for simplified table that would exclude materials, window types, NRHP Criteria (presumably they would all be C), and Period of Significance. **No, if we all decide that the table is appropriate for your specific project, we will generally need it to be completed as is.**
- Would the architectural history reconnaissance survey need to be documented in a report separate from the archaeological survey, or could the results of the architectural history be submitted as the table and figures in an attachment to the Phase 1 archaeological survey report? **We ask for separate information for architectural and archaeological survey as they need to be uploaded to our research portal separately due to the confidential nature of archaeological site information. If you choose to combine the reports, you will need to provide one with the archaeological information redacted out of it.**
- Would a survey of this scale require a photo location map, or would a survey map and keyed figures be appropriate? **Survey Map and keyed figures should be sufficient for this.**

Please let me know if you want to discuss further.

Thank you,

Katie Kolokithas

Survey Coordinator

State Historic Preservation Office

Office: 517.335.9840 Cell: 517.285.9248

From: Megan Daniels <Megan.Daniels@swca.com>

Sent: Wednesday, May 14, 2025 10:33 AM

To: Kolokithas, Kathrine (LEO) <KolokithasK1@michigan.gov>

Subject: Architecture History Survey Questions

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Hello Katie -

I am following up on my voicemail from yesterday. For context, I have recently joined SWCA's Chicago Office as their architectural historian and would like to get a handle on the specifics of survey in Michigan. Specifically, we are getting started on two solar projects that would fall under PA223 and ultimately be submitted to Michigan Public Service Commission. Both projects are large, approximately 150 and 300 architectural resources that are 50 or older, and we have some clarifying questions based on the guidance in the PA223 instructions reference below:

For PA233 applications an Architectural Reconnaissance Survey meeting the standards of the Michigan Above-Ground Survey Manual is required for all reviews. The survey area must be: a half (0.5)-mile radius from the project location(s) for solar; a five (5) -mile radius from the project locations for wind; and the surrounding properties for BESS installations. any variance must be made in consultation with SHPO in advance.... If your survey area has a large (more than 25) number of previously unidentified resources consult with SHPO staff prior to completing identification forms to develop a plan appropriate to the scope of work.

- Assuming that a table in lieu of inventory forms is appropriate in these instances, should we default to the Section 106 Above-Ground Table or is there an option for simplified table that would exclude materials, window types, NRHP Criteria (presumably they would all be C), and Period of Significance.
- Would the architectural history reconnaissance survey need to be documented in a report separate from the archaeological survey, or could the results of the architectural history be submitted as the table and figures in an attachment to the Phase 1 archaeological survey report?
- Would a survey of this scale require a photo location map, or would a survey map and keyed figures be appropriate?

I appreciate your consideration.

Best regards,
Megan

Megan Daniels | she, her, hers

Project Architectural Historian

SWCA Environmental Consultants

200 W 22nd Street

Suite 220

Lombard, IL, 60148

P: +1.630.705.1762 Ext: 111630 | C: +1.414.559.6936

megan.daniels@swca.com



The contents of this email and any associated emails, information, and attachments are CONFIDENTIAL. Use or disclosure without sender's authorization is prohibited. If you are not an authorized recipient, please notify the sender and then immediately delete the email and any attachments.

Agency Consultation Log

Date: 07/17/2025

Time: 1:00 PM Eastern/2:00 PM Central

Agency: Michigan State Historic Preservation Office

Attendees:

- Kathrine Kolokithas (MI SHPO)
- Brandon Gabler (SWCA)
- Annie Lutes (SWCA)
- Madeleine Helmer (SWCA)
- Megan Daniels (SWCA)

Topics Discussed:

Survey and recordation guidance for large-scale projects.

Generally, SHPO acknowledges that they have very little survey data in rural areas which makes estimating the number of resources to survey difficult.

To a degree, SHPO expressed that each project is different and would, in theory, warrant an individual survey plan/methodology; however, SWCA noted that there needs to be some expectations for standard practices so that consultants can accurately scope for projects.

For future projects with many above-ground historic resources:

- SHPO recommend including viewshed modeling to identify areas that may be excluded from survey. If there are vegetative buffers or other visual blocks, these may be described as a technical memo to reduce the APE.
- SHPO noted concerns about the noise of solar arrays for certain property types such as cemeteries, churches, other resources that are sensitive to sound.
- In lieu of the above-ground historic resources identification table, the group discussed completing forms for only those properties that a qualified AH would recommend as eligible or that were standouts for some other reason.
- For projects that are currently underway (i.e. Rouget Road) – SHPO agreed that SWCA may proceed as proposed to use the above-ground historic resources identification table as long as the report includes a historic context of the local area and photo log of each resources (2 photos per sheet).

Next Steps and Associated Timeline: Finalize SHPO PA233 form and submit within the next month

Thank you for submitting your request for consultation under Section 106 of the National Historic Preservation Act of 1966, as amended. A copy is included below for your records.

If you have concerns about your submission or were not able to attach all of your documents, please contact Scott Slagor at SlagorS2@Michigan.gov.

Michigan State Historic Preservation Office Project Review Submissions

Project Name:	Rouget Road, Solar Farm
Project Street Address:	See attached mapping
Project Municipal Unit:	Palmyra Township
Project County:	Lenawee
Federal Agency:	review is for PA233 or 2023
Federal Agency Contact Name:	review is for PA233 or 2023
Federal Agency Mailing Address (street, city, state, zip code):	review is for PA233 or 2023
Consultant/Applicant Name	Kevin Cole
Consultant/Applicant Agency/Firm:	Rouget Road, LLC
Consultant/Applicant Mailing Address:	10250 Penlawn Dr., Jerome, MI 49249
Consultant/Applicant Phone Number:	517-745-7546
Consultant/Applicant Email Address:	jkevin.cole@rwe.com

File Attachments



Rouget_Road_LLC_SHPO_PA_233_application_desktop_07.29.2025.pdf (5290k)

Powered by [Smartsheet Forms](#)

© 2025 Smartsheet Inc. | [Contact](#) | [Privacy Policy](#) | [User Agreement](#) | [Report Abuse/Spam](#)



APPLICATION FOR SHPO CONSULTATION UNDER PA 233, RENEWABLE ENERGY AND ENERGY STORAGE FACILITY SITING

NOTE: This application form is for State Reviews of solar/wind/BESS utility projects only. If this project is a federal undertaking, please submit an *Application for SHPO Section 106 Consultation Form* instead.

Submit one application for each project for which comment is requested. This application allows SHPO to review projects that may undergo siting certification with the MPSC under PA 233 as applicable. **Consult SHPO's *Instructions for the Application for PA 233 Renewable Energy and Energy Storage Facility Siting* when completing this application.** This consultation and the considerations under the National Historic Preservation Act are under SHPO's discretion.

Submit application materials online at www.michigan.gov/shposection106.

I. GENERAL INFORMATION

- ☒ New submittal
- ☐ More information relating to SHPO SR# [SHPO Project #](#)
- ☒ This project is seeking a permit from the MPSC
- ☐ This project is due diligence and is unknown if a MPSC permit will be required

a. **Project Name:** Rouget Road, LLC

b. **Project Location(s):** Lenawee County

If there is more than one location for your project, additional rows may be added to the table below. Township, Range, Section/Private Claim refer to the public land survey sections. Each Township/Range group must have its own row in the table below and must include the corresponding county and municipal unit.

County	Municipality	Street Address	Township (N/S)	Range (E/W)	Section(s) or Private Claim
Lenawee	Palmyra	N/A	7S	4E	7, 8, 9, 15, 16, 17, 20, 21, 22, 27, 28, 29, 30, 33, and 34

II. CONTACT INFORMATION

a. **Applicant:** Rouget Road, LLC (a wholly owned subsidiary of RWE Clean Energy LLC [RWE])

Contact Name: J Kevin Cole

Contact Address: 10250 Penlawn Dr. **City:** Jerome **State:** MI **Zip:** 49249

Email: jkevin.cole@rwe.com **Phone:** 517-745-7546

b. **Consulting Firm (if applicable):** SWCA Environmental Consultants

Contact Name: Anna Gilmer and Jim Parker

Contact Address: 200 W. 22nd Street, Suite 220 **City:** Lombard **State:** IL **Zip:** 60148

Email: agilmer@swca.com **Phone:** 281-620-0407

III. PROJECT INFORMATION

a. **Project Work Description**

The Rouget Road, LLC (Project) is a proposed 175-megawatt (MW) alternating current (AC) solar photovoltaic power generating facility. The project is in Lenawee County, Michigan near the city of Adrian. The leased area / project boundaries include approximately 2,142 acres (867 hectares).

Construction will require 1,513 acres (612 ha) of what is currently primarily agricultural land. Limited



APPLICATION FOR SHPO CONSULTATION UNDER PA 233, RENEWABLE ENERGY AND ENERGY STORAGE FACILITY SITING

tree removal is planned across 7.96-acres (3.22 ha). Proposed work required for the Project includes construction of a switchyard, substations, access roads, fencing, MV electrical cabling, and solar panel structures. Construction may also include an operations and maintenance building.

b. Project Location and Vicinity

i. **Maps.** Please indicate all maps that will be submitted as attachments to this form.

☐ Street map, clearly displaying the project boundaries and survey areas

☐ Site map

☒ USGS topographic map Name(s) of topo map(s): Adrian, Jasper, Palmyra, and Tecumseh South

☒ Aerial map

☐ Map of photographs

☐ Other: Identify type(s) of map(s)

ii. **Site Photographs:**

SWCA will provide photographs of the survey areas after fieldwork is complete.

iii. **Describe the project area and survey area:**

The project area (e.g., leased area and project boundaries associated with the project) spans approximately 2,142 acres (867 hectares) of privately owned land near the towns of Adrian, Palmyra, and Ogden. The project area spans agricultural and wooded locations. Proposed ground disturbance for the project is anticipated to primarily occur in the agricultural field areas of the project area, with 7.96-acres (3.22 ha) of tree clearing. The site plan boundary includes panel locations, collection lines, laydown yards, access roads, and all other construction activity areas requiring ground disturbance.

The survey area for archaeology will be equivalent to the site plan boundary, which encompasses approximately 1,513 acres (612 hectares).

The survey area for above-ground resources includes the project area and a 0.5-mile buffer around it.

iv. **Describe the steps taken to define the survey area:**

Please see attached maps of the project area and the site plan boundary. Ground disturbing activities are not proposed outside of the site plan boundary. As the site plan boundary is equivalent to the physical area of potential effects (APE), SWCA proposes Phase I archaeological survey of the site plan boundary. The site plan boundary and the survey area for archaeology encompasses approximately 1,513 acres (612 hectares).

The survey area for aboveground resources includes the parcel boundaries and a 0.5-mile buffer around the parcel boundaries.

IV. IDENTIFICATION OF HISTORIC PROPERTIES

a. Scope of Effort Applied

i. **List sources consulted for information on historic properties in the project/survey areas** (including but not limited to SHPO office and/or other locations of inventory data).

MI SHPO webmap for aboveground resources; MI SHPO CRIS portal; NPS NRHP database; historic plat and topographic maps; historic and modern aerial photography

ii. Provide documentation of previously identified sites as attachments.

iii. **Provide a map** showing the relationship between the previously identified properties and sites, your project footprint and survey area.

iv. Have you reviewed existing site information at the SHPO: ☒ Yes ☐ No

v. Have you reviewed information from non-SHPO sources: ☒ Yes ☐ No



APPLICATION FOR SHPO CONSULTATION UNDER PA 233, RENEWABLE ENERGY AND ENERGY STORAGE FACILITY SITING

b. Identification Results

i. Above-ground Properties;

An Architectural Reconnaissance Survey meeting the standards of the *Michigan Above-Ground Survey Manual* is required for all reviews. The survey area must be: a half **(0.5)-mile radius** from the project location(s) for **solar**; a **five (5) -mile radius** from the project locations for **wind**; and the **surrounding properties** for **BESS** installations. any variance must be made in consultation with SHPO in advance.

- A. **Total number of properties surveyed** SWCA will conduct the historic-age resource survey within a 0.5-mile from the boundaries of the project area (e.g., parcels comprising the project location). Based on a desktop level review of historic above-ground resources within the study area, SWCA identified 314 historic-age resources that would need to be surveyed within a 0.5-mile radius of the project area.
- B. **Total number of previously identified Historic Properties in your survey area** Two cemeteries (Palmyra Village Cemetery, and Crane Cemetery)
- C. **Total number of newly identified properties recommended eligible for listing in the National Register of Historic Places** SWCA has not yet conducted fieldwork to identify historic properties.
- D. **Summarize, briefly, your findings for above-ground resources.**

SWCA will conduct a Reconnaissance Survey meeting the standards of the Michigan Above-Ground Survey Manual and PA233 Application Instructions, within an APE that measures a 0.5-mile radius from the project area. SWCA will conduct the reconnaissance level historic resource survey to re-evaluate previously recorded historic properties, and to record and evaluate all previously unrecorded above ground resources over 50 years of age. SWCA consulted with MI SHPO staff in May 2025 to confirm the following reporting approach. The results of the reconnaissance survey will be provided in a separate Architecture Report. Because of the large number of anticipated above-ground resources, a MI SHPO Section 106 Above Ground Table will be prepared and will include recommendations for eligibility under *Criterion C*. A survey results map with a tabular photograph key will be provided in lieu of a photograph location map.

SWCA is seeking concurrence with our proposed methodology.

- E. **Attach the appropriate Michigan SHPO Architectural Identification Form for each resource or site 50 years of age or older in the survey area.**

Please utilize the appropriate district/complex and landscape forms as necessary. These projects are more likely to impact farmstead complexes and cultural landscapes.

Because of the large number of anticipated resources and based on consultation with MI SHPO, a MI SHPO Section 106 Above Ground Table will be prepared in lieu of identification forms and will include recommendations for eligibility under *Criterion C* for each historic-age resource in the APE.



APPLICATION FOR SHPO CONSULTATION UNDER PA 233,
RENEWABLE ENERGY AND ENERGY STORAGE FACILITY
SITING

The table will be completed as it is provided by MI SHPO. SWCA will provide photographs of each resource in a figures attachment. Each resource will be indicated on a map and labeled by historic architecture (HA) number; this number will be referenced in the figures attachment to the reconnaissance survey report.

F. Provide the name and qualifications of the person who made recommendations of eligibility for the above-ground identification forms.

Name Madeleine Helmer and Megan Daniels **Agency/Consulting Firm:** SWCA Environmental Consultants

Is the individual a 36CFR Part 61 Qualified Historian or Architectural Historian ☒ Yes ☐ No

Are their credentials currently on file with the SHPO? ☒ Yes ☐ No

If NO attach this individual's qualifications form and resume.



**APPLICATION FOR SHPO CONSULTATION UNDER PA 233,
RENEWABLE ENERGY AND ENERGY STORAGE FACILITY
SITING**

ii. **Archaeology**

An archaeological assessment and Phase I survey is required for all project reviews. The assessment and survey must meet SHPO Archaeological Standards and encompass all areas of ground disturbance, including construction sites, access roads, laydown areas, equipment storage, etc.

A. **Indicate the level of archaeological investigation being submitted:**

☒ Assessment (Desktop Review) ☐ Archeological Report

B. **Width(s), length(s), and depth(s) of proposed ground disturbance(s):** Construction activities will occur within the site plan boundary. The site plan boundary encompasses approximately 1,513 acres (612 hectares). Construction activities will be no more than 4.6 meters (15 feet) deep.

C. **Potential to adversely impact significant archaeological resources:**

☐ Low ☒ Moderate ☐ High

Is fieldwork recommended? ☒ Yes ☐ No

Briefly justify the recommendation:

SWCA's attached desktop review provides a summary of recommendations. SWCA proposes to conduct a Phase I survey within the site plan boundary, which is considered the physical area of potential effects for the project.

SWCA is seeking concurrence with our proposed methodology.

D. **Have you attached an Archaeological Sensitivity Map?** ☐ Yes ☒ No

E. **Summary of previously reported archaeological sites and surveys:**

[REDACTED]

[REDACTED]

[REDACTED]

SWCA is seeking concurrence with our proposed methodology.

F. **Summarize past and present land use:**

Past and present land use within the survey area has been limited to agriculture. Please see attached SWCA desktop review for a detailed discussion.

G. **If archaeological fieldwork has been conducted, please attach a copy of the report copy and provide full report reference here:**

In Spring 2025, SWCA archaeologists conducted pedestrian survey of the site plan boundary where ground surface visibility was at least 25 percent, an area covering approximately 667 acres (270 hectares) of the survey area. A total of 7 archaeological sites and 6 isolated finds were identified.

As additional fieldwork is anticipated in fall 2025, SWCA has not completed reporting or analysis on the cultural materials recovered to date.

H. **Provide the name and qualifications of the person who provided the information for the Archaeology section:**

Name: Anna Gilmer **Agency/Firm:** SWCA Environmental Consultants



APPLICATION FOR SHPO CONSULTATION UNDER PA 233,
RENEWABLE ENERGY AND ENERGY STORAGE FACILITY
SITING

Is the person a 36CFR Part 61 Qualified Archaeologist? ☒ Yes ☐ No

Are their credentials currently on file with the SHPO? ☒ Yes ☐ No

If NO, attach this individual's qualifications form and resume.

Archaeological site locations are legally protected.

This application may not be made public without first redacting sensitive archaeological information.



APPLICATION FOR SHPO CONSULTATION UNDER PA 233, RENEWABLE ENERGY AND ENERGY STORAGE FACILITY SITING

V. Tribal Engagement

MPSC permitting guidance requires the applicant contact Tribes that may have an interest in the project area.

- a. **Provide a summary of consultation with Tribal Historic Preservation Offices/Cultural Officials:**
Tribal Historic Preservation Office/Cultural Official communications have not begun. Per MPSC permitting guidance, Rouget Road, LLC understands that consultation with Tribal Historic Preservation Offices/Cultural Officials that have an interest in the Project area is required as a part of the permitting process. The following Tribal Historic Preservation Offices/Cultural Officials have been identified as having an interest in the Project area based on a review of the Tribal Directory Assessment Tool (<https://egis.hud.gov/TDAT/>): Forest County Potawatomi Community, Wisconsin
Hannahville Indian Community, Michigan
Lac Vieux Desert Band of Lake Superior Chippewa Indians of Michigan
Little Traverse Bay Bands of Odawa Indians, Michigan
Match-e-be-nash-she-wish Band of Pottawatomi Indians of Michigan
Menominee Indian Tribe of Wisconsin
Miami Tribe of Oklahoma
Pokagon Band of Potawatomi Indians, Michigan and Indiana
Sault Ste. Marie Tribe of Chippewa Indians, Michigan
Seneca-Cayuga Nation

VI. Public Engagement

- a. **Provide summaries of public comment and the method by which that comment was sought:**
Rouget Road, LLC plans to conduct a public information hearing for the proposed Project (scheduled for August 2025). Rouget Road Solar LLC also attended planning community and township meetings to provide information and answer questions.

VII. Recommendation of Impact

Please have the qualified cultural professionals make a recommendation for the projects impact to historic properties. If mitigation measures are necessary, include mitigation recommendations. Please consider such items as direct impacts construction, auditory, visual, and other impacts.

- a. **Basis for Recommendation:**
Fieldwork for archaeology and aboveground resources is recommended as outlined above. An updated PA 233 application will accompany the reports of investigation following fieldwork.
- b. **Recommendation**
☐ **No impacts to historic properties**
☐ **Historic properties will be impacted** and the project will (check one):
☐ have **No Adverse Impact** on historic properties within the survey area.
☐ have an **Adverse Impact** on one or more historic properties in the survey area

DocuSigned by:
Applicant Signature: *J Kevin Cole* Date: 7/29/2025
Type or Print Name: J KEVIN COLE
Title: Development Manager



APPLICATION FOR SHPO CONSULTATION UNDER PA 233,
RENEWABLE ENERGY AND ENERGY STORAGE FACILITY
SITING

ALL ARCHAEOLOGICAL SITE INFORMATION, INCLUDING SITE LOCATIONS, DESCRIPTIONS, AND MAPPING, MUST BE REDACTED FROM THE FINAL REPORT AND APPLICATION BEFORE SENDING TO THE MPSC FOR REVIEW.



APPLICATION FOR SHPO CONSULTATION UNDER PA 233, RENEWABLE ENERGY AND ENERGY STORAGE FACILITY SITING

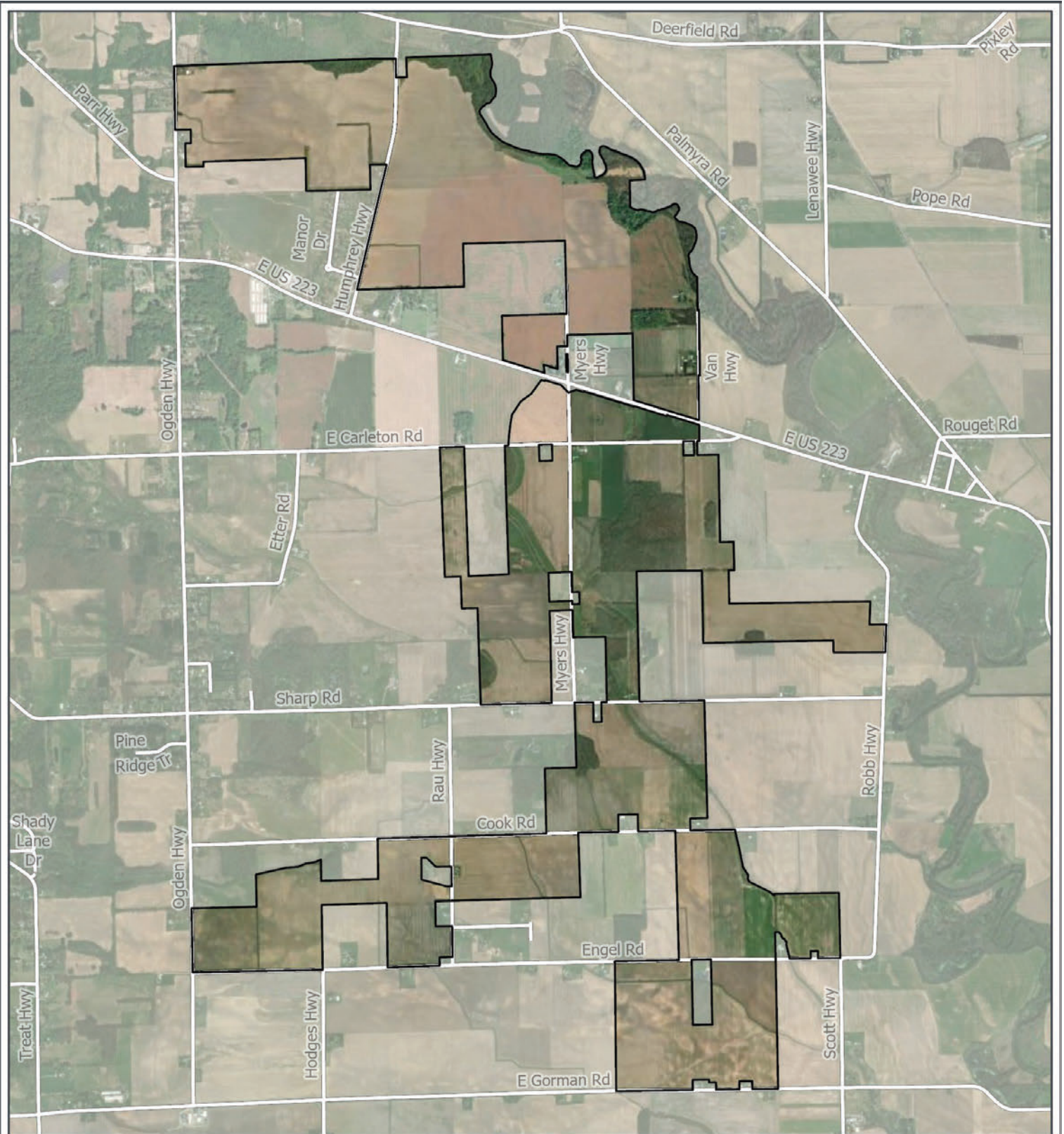
ATTACHMENT CHECKLIST

Identify any materials submitted as attachments to the form:

- ☐ Unanticipated Discoveries Plan (Required)
- ☐ Additional federal, state, local government, applicant, consultant contacts
- ☒ Maps of project location

Number of maps attached: two, see Desktop Review as well

- ☐ Site Photographs
 - ☐ Map of photographs
- ☐ Plans and specifications
- ☐ Other information pertinent to the work description: [Identify the type of materials attached](#)
- ☐ Updated documentation of previously identified historic properties
- ☐ New Architectural Properties Identification Forms
- ☐ Map showing the relationship between identified historic properties, your project footprint, and project survey area
- ☐ Above-ground survey report
- ☐ Archaeological sensitivity map
- ☐ Archaeology survey report
- ☐ Archaeologist and Historian qualifications and resume- if not on file already.
- ☒ Other: Desktop Review

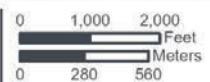


 Leased Area / Project Boundary (2,142 acres)

 Roads

Lenawee County, MI
USGS 7.5' Quadrangle:
Adrian, MI, 41084-H1
Tecumseh South, MI, 41083-H8
Jasper, MI, 41084-G1
Palmyra, MI, 41083-G8
NAD 1983 2011 StatePlane
Michigan South FIPS 2113 Ft Intl
41.8547°N 83.9659°W

Base Map: Esri ArcGIS Online,
accessed July 2025
Updated: 7/16/2025
Project No. 78878
Layout: Phase18_fig1_Aerial
Aprx: 78878_Rouget_Permitting



1:40,000



SWCA
ENVIRONMENTAL CONSULTANTS

