



JOINT PLANNING COMMISSION AGENDA

Regular Meeting



August 11, 2026 at 7:00 PM

- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **ELECTION OF OFFICERS**
- 4) **PLEDGE OF ALLEGIANCE**
- 5) **APPROVAL OF AGENDA** - Items can be added or deleted from the Agenda by board action.
- 6) **APPROVAL OF MINUTES** - Items can be added or deleted from the Agenda by board action.
 - A. Approve Minutes from May 12, 2026 Joint Planning Commission Meeting
- 7) **PUBLIC COMMENT ON AGENDA ITEMS** Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of three (3) minutes. Comments should address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Non-Agenda items should be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS portion of the meeting agenda.
- 8) **PUBLIC HEARINGS & SUBSEQUENT BOARD ACTION**
- 9) **OLD BUSINESS**
 - A. BUDGET PROPOSAL
 - B. PROJECT UPDATES
- 10) **REPORTS AND RECOMMENDATIONS/NEW BUSINESS**
 - A. SLU# 26-0003 SCHEDULE PUBLIC HEARING - MARSHALL SOLAR
- 11) **PUBLIC COMMENT ON NON-AGENDA ITEMS** Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of three (3) minutes. Comments should address NON-AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS portion of the meeting agenda.
- 12) **COMMISSIONER COMMENTS**
- 13) **ADJOURNMENT**

JOINT PLANNING COMMISSION MINUTES

May 12, 2026

Regular Meeting - 7:00 PM

[IGNORE_INDENT]

1) CALL TO ORDER

IN A REGULAR SESSION held on Tuesday, May 12, 2026, at 7:00 PM in the Council Chambers of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall Joint Planning Commission was called to order by Chair Johnson.

2) ROLL CALL

Roll was called:

Present: Chair Joanna Johnson, Commissioner Tim Banfield, Commissioner Aron Hodo, Commissioner Steve Riggs, Commissioner Mick Woods, Alternate Commissioner Carter Bright

Also Present: Deputy Clerk Cary, Marcia Strange, Director of Community Development, City of Marshall

Absent: Commissioner Ian Stewart

3) PLEDGE OF ALLEGIANCE

4) APPROVAL OF AGENDA - Items can be added or deleted from the Agenda by board action.

Moved by Tim Banfield, supported by Mick Woods to approve the agenda. On a voice vote: **Motion carried.**

5) APPROVAL OF MINUTES - Items can be added or deleted from the Agenda by board action.

A. Approve minutes from February 10, 2026, Joint Planning Commission

Moved by Aron Hodo, supported by Tim Banfield to approve the meeting minutes from February 10, 2026. On a voice vote: **Motion carried.**

6) PUBLIC COMMENT ON AGENDA ITEMS

Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of three (3) minutes. Comments should address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Non-Agenda items should be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS portion of the meeting agenda.

Barry Wayne Adams, 622 West Green St, gave public comment.

Connie Wireman, 16 Mile Rd, gave public comment.

7) INFORMATIONAL ITEMS

A. MAJOR Campus Update

Jim Durian, CEO of MAEDA gave an update on the MAJOR Campus including: the Bear Creek development, the Conservation Easement transfer, other property transfers, and the overall strategic planning process.

8) PUBLIC HEARINGS & SUBSEQUENT BOARD ACTION

None.

9) OLD BUSINESS

A. Project Updates

Director Strange gave a project update on the following: Dunkin' Donuts and Jimmy John's, Millbrook Housing Development, and Ford Blue Oval.

10) REPORTS AND RECOMMENDATIONS/NEW BUSINESS

A. JPC Budget

The board discussed the need for a Joint Planning Commission budget.

B. JPC Bylaws Review

The board discussed the Joint Planning Commission bylaws regarding appointments.

11) PUBLIC COMMENT ON NON-AGENDA ITEMS Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of three (3) minutes. Comments should address NON-AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS portion of the meeting agenda.

Barry Wayne Adams, 622 West Green St, gave public comment.

12) COMMISSIONER COMMENTS

Director Strange discussed the upcoming projects. One project is the Schaffer Development and the other is the Marshall Solar Project. The grand opening of the splash pad and pickle ball court is May 15th at noon.

Chair Johnson stated that the Township is working on their Master Plan and that it has been sent out to the jurisdictions but is in the process of the draft. The amended master plan has been sent to the city and others. There is a new in-house Zoning Administrator for Marshall Township. Her name is Shellie Briggs.

13) ADJOURNMENT

The meeting was adjourned at 8:04P.M.

Respectfully submitted by,

Brandie Cary
Deputy Clerk

ITEM: 9.A

ADMINISTRATIVE REPORT



TO: HONORABLE COMMISSION MEMBERS
FROM: Marcia Strange, Director of Community Development
DATE: August 11, 2026
SUBJECT: BUDGET PROPOSAL

Budget conversation

The 425 Agreement Schedule A, Joint Municipal Planning Procedures, Item 2-E states:

The operating budget of the JPC shall be shared equally by the City and Township after first applying and fees paid by applicants for matters being considered by the JPC.

For the past 20 years, any expenses that were incurred by the municipalities were simply attributed to that municipalities budget and not shared. Since 2010, all but 2 meetings have been prepped, noticed and the minutes prepared by the city, with the city paying for all expenses above and beyond fees collected.

The City has put together an estimate for cost sharing for the JPC between the City and Township. For meetings where a project is being reviewed, application fees are available.

For meetings called without an application for consideration there are no fees to cover expenses.

Required meetings:

August - Election of Officers

3 other meetings a year are required even if no project is needed to be reviewed.

Worst case (most expensive) scenario: No projects for the entire year and 4 meetings are required to be held.

For this estimate, the Marshall City Director of Community Development and Marshall Township Planning and Zoning Administrator's time was all assumed to be project-related and would not be shared expenses.

For the City of Marshall Deputy Clerk time for prep, 2 hours for the meeting, and creating the minutes the cost is approximately \$401.75. This amount fluctuates with the length of the meeting and the complexity of the minutes.

If the deputy clerk can't make it to a meeting, the clerk would be required to take minutes, increasing expenses.

Also note that the pay amounts are subject to change. *

Notices are assumed to be \$164 per notice in the newspaper.

So, if each meeting costs approximately \$401.75 (the costs of noticing should be covered by an application so I am not including that in this calculation) and there could be 4 meetings a year = \$1,607 is the recommendation for a base-line budget that could be split between the Township and City.

RECOMMENDATION:

No action required at this time. It is recommended both the Township and City review the proposed budget and be prepared for shared costs associated with necessary meetings.

MASTER 425 DEVELOPMENT AGREEMENT
CITY OF MARSHALL/MARSHALL TOWNSHIP

AGREEMENT, made and entered into on this 9th day of February, 2022, amending an agreement first made March 14, 2006, and renewed for a ten year period by and between the City of Marshall, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the "City"), and the Township of Marshall, a township duly organized pursuant to the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the "Township").

WHEREAS, extensive property suitable for industrial, commercial and residential development within the jurisdiction of the Township lies to the north, west and south of the City, and

WHEREAS, the amount of comparable development property lying within the City is limited, and

WHEREAS, the City has excess sewage treatment and water supply capacity capable of serving the development areas in the Township, which may require additional infrastructure considerations depending on the nature of the development; and

WHEREAS, the Township does not have sewage treatment or water purification plants or distribution systems, and

WHEREAS, the City and the Township have in the past entered into agreements pursuant Act 425 of the Public Acts of 1984 ("425 Agreements") to bring sewer and water to available developmental lands in the Township, and

WHEREAS, the terms of each individual 425 Agreement have either been individually negotiated over considerable periods of time prior to the 2006 Master Agreement or were entered into pursuant to the agreement which became effective in March of 2016, and

WHEREAS, it would be in the economic best interest of the residents of the City and Township if the City utilities systems served the development lands in the Township, and

WHEREAS, it is the desire of the City and the Township to update the renewed Master 425 Agreement which would affect all development lands in the Township thereby assuring prospective

developers of Township land of the availability of utilities without the previous delays incurred in the negotiation of individual 425 Agreements, and

WHEREAS, the Township and City, through negotiations, have reached an agreement to be utilized in all 425 Agreements to be executed between the Township and the City.

NOW, THEREFORE, for and in consideration of the Township's agreement not to develop its own sewer and water system, either individually or in conjunction with an adjoining township or municipality, for the period of this agreement and the City's agreement to supply sewer and water, if capacity is available, to Township lands, BE IT AGREED AS FOLLOWS:

1. Term of Agreement. This Agreement shall extend through December 31, 2029, and will automatically renew every ten (10) years unless a ninety (90) day notice in writing is given by either of the parties. Automatic renewal periods shall not extend this agreement beyond 2079.
2. Joint Municipal Planning Commission. A Joint Municipal Planning Commission ("JPC") shall be has been formed pursuant to Public Act 226 of 2003 (MCL 125.131 et seq.) and will be maintained as long as there is a 425 Agreement between the City and Township. The JPC shall have an equal number of members from both the Township and the City and shall control all land usages for lands subject to a 425 Agreement between the City and Township regardless of whether the 425 Agreement is dated prior to or subsequent to the date of this Agreement. The details of the organization and conduct of the JPC are on Schedule A attached hereto.
3. Definitions. The definition of residentially zoned lands lying South of I-94 and East of I-69 and commercial and industrial lands regardless of location shall be the definition given those land usages in the Marshall City Zoning Ordinance as currently defined. The definition of residentially zoned lands lying North of I-94 or West of I-69 shall be the definition given those land usages in the Marshall Township Zoning Ordinance as currently defined.

In the event a zoning ordinance is amended and a definition changed, the definition shall not be changed for the purpose of this Agreement without the mutual consent of the City and Township.

The definition of utility system or utilities system shall be the infrastructure required to provide, operate and maintain a City provided utility.

The definition of utility or utilities shall be the City's municipally provided sewer, water, electricity and/or broadband FiberNet systems as may be specifically referred to in an individual Public Act 425 agreement.

4. Ceresco Exception. The Township area known as the unincorporated village of Ceresco and defined as the area extending approximately one quarter mile in diameter from the intersection of 12 Mile Road and C Drive North may, contrary to the terms of this Agreement, seek sewer and water services from a source other than the City of Marshall in the event such services are made available at a more economical cost than comparable services in the City of Marshall.
5. Economic Development. The Township Board of Trustees shall designate an economic development officer, with whom the City shall share all development inquiries and who shall receive notice of and be entitled to participate in all meetings with prospective developers. This representative shall be subject to the same confidentiality rules and regulations as are the City's paid economic developers. In the event the Township has a representative serving on the Board of Directors of the Marshall Area Economic Development Authority, that person shall be the Township's designee under this provision.
6. Property Owner Request. In the event an owner of property located in the Township requests sewer and water services from the City and the City has adequate capacity to service the property owner's development, the City and Township shall enter into a 425 Agreement based upon the terms and conditions herein contained provided the cost of extending the sewer and water to the property owner is not paid by either the City or Township.
7. City Restrictions. During the term of this Agreement, the City shall not:
 - a. Enter into a 425 Agreement with any other city, township or other governmental subdivision ("foreign 425 Agreement") except upon the same terms and conditions as those detailed in this Agreement for Township lands lying west of I-69 and north of I-94 unless

the City agrees to amend the existing 425 Agreements with the Township permitting the township to incorporate into all its existing 425 Agreements one or more of the provisions of the Foreign 425 Agreement.

- b. Utilize this Master 425 Development Agreement or an individual 425 agreement as a basis to provide City electric power service to a customer already receiving electric power service from another utility without the written consent of the other utility. For purposes of this agreement, the term “customer” shall mean the building or facilities served rather than the individual, association, partnership, corporation, governmental body, or other person or entity taking service.

8. Township Restrictions. During the term of this Agreement, the Township shall not:

- a. Enter into a 425 Agreement with any other township, city or other governmental subdivision other than the City of Marshall pursuant to this Agreement without the express written consent of the City.
- b. Construct or develop a sewage treatment plant, water purification plant or sewer and/or water distribution systems or enter into any agreement for the development, construction and/or supplying of these facilities to service Township properties unless the City refuses to increase capacity after a capacity analysis study of the system indicates the inadequacy of the system to handle the Township’s request or the City refuses to proceed with a capacity analysis study of the system within one hundred twenty (120) days after the Township’s request that capacity be increased.

9. Terms and Conditions of Individual 425 Agreements. The individual 425 Agreements to be entered into pursuant to this Agreement shall, depending upon the location and usage of the lands, provide as follows:

a. For commercial and industrial properties east of I-69 and south of I-94:

- 1) Agreements shall be for a term of fifty (50) years after which the property shall remain in the City.

- 2) The Township shall receive from the City's tax millage four (4) mills on industrial property and four (4) mills on commercial property for the term of the 425 Agreement.
- 3) The cost for the extension of sewer and water lines shall be paid by the land owner and/or additional new users.
- 4) An existing building which is zoned commercial or industrial or is a nonconforming commercial or industrial use, if utilized for any purpose or if connected to a septic tank or drain field, that is within three hundred feet (300') of the sewage lines once installed must tie into the sewer and water system upon failure of its existing sewage system under a separate 425 Agreement complying with the terms of this Master Agreement.
- 5) The burden of all tax abatements shall be shared by the City and the Township in the same percentages as the millage is shared.
- 6) Utility rates shall not be greater than the rates charged in the City for similar City users.
- 7) Users, pursuant to this Agreement, shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

b. For commercial and industrial properties west of I-69 or north of I-94:

- 1) Agreements shall be for a term of fifty (50) years after which the property shall be transferred back to the Township and the City shall own the utility infrastructure which will encourage the City and the Township to negotiate extensions of the Agreement upon expiration of the fifty (50) year term.

- 2) The Township shall receive from the City's tax millage four (4) mills on industrial property and four (4) mills on commercial property for the term of the 425 Agreement.
- 3) The costs for the extension of sewer and water distribution systems shall be paid by the land owner and/or additional new users.
- 4) An existing business (commercial or industrial) which is zoned commercial or industrial or is a nonconforming commercial or industrial use, if utilized for any purpose or if connected to a septic tank or drain field, that is within three hundred feet (300') of the sewage lines once installed must tie into the sewer and water system upon failure of its existing sewage system under a separate 425 Agreement complying with the terms of this Master Agreement.
- 5) The burden of all tax abatements shall be shared by the City and the Township in the same percentages as the millage is shared.
- 6) Utility rates shall not be greater than the rates charged in the City for similar City users.
- 7) Users, pursuant to this Agreement, shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

c. For new residential developments that are east of I-69 and south of I-94:

- (1) For the purpose of this paragraph residential development shall be defined as a single-family residence on a lot less than five (5) acres in size or multi-family residences on a lot which averages less than five (5) acres per residence but does not qualify as commercial pursuant to paragraph c(8).
- (2) Agreements shall be for a term of fifty (50) year after which the property shall remain in the City.

- (3) The Township shall receive from the City's tax millage two (2) mills on residential property for the term of the 425 Agreement.
- (4) The cost for the extension of sewer and water distribution systems shall be paid by the land owner and/or additional new users.
- (5) Utility rates shall not be greater than the rates charged in the City for similar City users.
- (6) Users, pursuant to this Agreement, shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.
- (7) A Multi-family development shall be deemed commercial for purposes of this Agreement if it contains more than four (4) residences on one (1) tax parcel and shall be developed in accordance with the provisions of this Agreement dealing with commercial property lying east of I-69 and south of I-94.
- (8) The burden of all tax abatements shall be shared by the City and the Township in the same percentages as the millage is shared.

10. The following developments shall not require a 425 Agreement but shall be entitled to receive City sewer and water services upon the terms and conditions set forth:

a. For new single-family residential developments west of I-69 or north of I-94:

- 1) If requested by the developer, the Township shall form a sewer district comparable to the Lyon Lake Sanitary Sewer District which shall be accepted by the City.
- 2) The property shall remain in the Township.
- 3) The cost for extension of sewer shall be paid by the developer or users.
- 4) A Multi-family development shall for purposes of this agreement be deemed commercial if it contains more than four (4) residences on one (1) tax parcel and

shall be developed in accordance with the provisions of this Agreement dealing with commercial property lying north of I-94 and west of I-69.

- 5) Single-family residential users shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City.

b. For developed residential property within the Township regardless of location:

- 1) The City shall extend sewer and water lines to developed residential areas in the Township pursuant to the provisions of Public Act 129 of 1943 (MCLA 123.231 et seq.) upon the request of the Township or upon a petition being filed with the Township and the City and signed by two-thirds (2/3) of the property owners within 200 feet of the proposed sewer main.
- 2) All property owners signing the Petition shall be required to tie into the sewer and water system. A non-signing property owner with a residence within 200 feet of a sewage line once installed must tie into the sewer and water system upon failure of the residence's existing sewer system.
- 3) The total cost for extending the distribution lines to developed residential areas including but not limited to bonding, engineering and construction shall be the responsibility of the users to be served by the extended distribution lines.
- 4) The water and/or sewer system shall be installed according to City specifications and ownership of the water and/or sewer systems shall be conveyed to the City upon the City approving of the installation. The City, upon becoming the owner of the water and/or sewer lines, shall thereafter be responsible for the maintenance of the lines.
- 5) Users on the new water and/or sewer lines shall pay water and/or sewer utility rates as stated in the City's rate ordinance in effect at that time

11. Additional 425 Agreement's Provisions. The 425 Agreements executed pursuant to this Agreement shall be in the form of Schedule B or Schedule C (whichever is applicable) attached hereto with the additional applicable provisions of this Agreement incorporated therein depending upon the property's location and use. All existing 425 Agreements will be adjusted to increase all Commercial and Industrial to four (4) mills beginning with the 2019 tax year.
12. Entity Exempt from Paying Property Taxes. In the event that a property owner, that is exempt from paying property taxes, requests that the property it owns be part of a 425 agreement; and enters into a municipal services agreement or a payment in lieu of taxes with the City, the City will pass thru to the Township twenty-five percent (25%) of the annual services agreement payment and/or twenty-five (25%) of the payment in lieu of taxes.
13. Existing 425 Agreements. All existing 425 Agreements executed between the City and the Township shall remain in full force and effect as modified by applying the changes required by the original 2006 Master Agreement and the 2019 revisions thereto and all payments provided therein shall continue to the Township with the exception of the State Farm Mutual Automobile Insurance Company Property (Agreement dated June 21, 1992 on property located in the Southwest quadrant of the I-94/Old US 27 interchange lying North of F Drive North and East of 16 ½ Mile Road). ("State Farm")

The State Farm Agreement shall be amended when the land is developed to provide that all provisions thereof shall be in accordance with the terms and conditions of this Master 425 Development Agreement with an effective date on the date the property is developed and extending for a period of fifty (50) years thereafter. For the purposes of this paragraph, "developed" shall mean the date on which improvements to the land are incorporated into the taxable value and equal more than five percent (5%) of the real estate value incorporated into the taxable value. Until amended, the City shall continue to make millage payments in accordance with the existing Agreement. This Agreement amends the June 21, 1992, former State Farm property agreement by deleting Section 3.B. that terminates the State Farm Agreement on December 30, 2021.

14. City Sewer and Water Capacity. In the event there is a question as to whether or not the capacity of the City sewage treatment plant, wells, water purification plant or distribution systems is adequate to handle the requested Township services, the issue of capacity shall be determined by an independent consultant agreeable to both the Township and the City. The cost of the consultant shall be paid one-half (½) by the Township and one-half (½) by the City. In the event the City and the Township cannot agree upon a consultant, a consultant shall be selected by the Calhoun County Administrator/Controller.
15. Legality of Provision. In the event any provision of this Agreement shall be contrary to public policy, as determined by a court of competent jurisdiction, or laws of the State of Michigan, such provisions, except items 7 and 8, shall be stricken from Agreement and all remaining paragraphs and parts thereof shall be fully enforceable. In the event paragraph 7 or 8 or any portion of either is declared contrary to public policy or the laws of the State of Michigan, this Agreement shall be void.
16. Survival of Provisions. Upon termination of this Agreement, all then existing 425 Agreements including those amended herein shall continue in full force and effect, as amended, for the periods of time specified in the Agreements and the payments on the amended Agreements accruing after 2010 shall continue to be made by the City until the accrued taxes have been paid in full.

Executed in the presence of:

Myrtle K. Dunt

Christy A. Ramey

CITY OF MARSHALL

By: Thomas Tarkiewicz

Its: Manager

Executed in the presence of:

Myrtle K. Dunt

Christy A. Ramey

CITY OF MARSHALL

By: Trisha Nelson

Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF CALHOUN)

On this 9th day of February, 2022, before me, a Notary Public, in and for said County, personally appeared Tom Tarkiewicz, Trisha Nelson who each being first duly sworn, stated that they are respectively the City Manager and the Clerk of the City of Marshall, are authorized to execute the foregoing agreement on behalf of the City of Marshall and that each has done so as the free act and deed of said City of Marshall.

TRACY L. HALL
Notary Public - State of Michigan
County of Calhoun
My Commission Expires 10/19/2025
Acting in the County of Calhoun

Tracy L. Hall
Tracy L. Hall,
Notary Public
Calhoun County, Michigan
My Commission Expires: 10-19-2025
Acting in the County of Calhoun

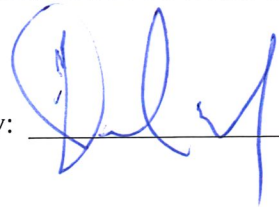
Executed in the presence of:



David Bossard

David Bossard

MARSHALL TOWNSHIP

By: 

Its: Supervisor

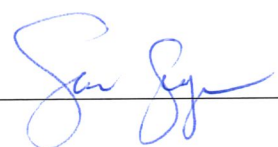
Executed in the presence of:



Susan George

Susan George

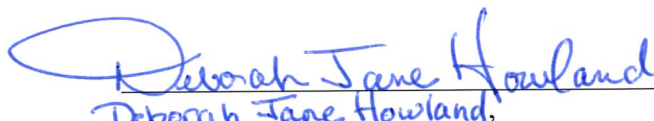
MARSHALL TOWNSHIP

By: 

Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF CALHOUN)

On this 7th day of February, 2022, before me, a Notary Public, in and for said County, personally appeared David Bossard, Susan George, who each being first duly sworn, stated that they are respectively the Supervisor and the Clerk of Marshall Township, are authorized to execute the foregoing agreement on behalf of Marshall Township and that each has done so as the free act and deed of said Marshall Township.



Deborah Jane Howland,
Notary Public
Calhoun County, Michigan
My Commission Expires: 06/04/2023
Acting in the County of Calhoun

SCHEDULE A

Joint Municipal Planning Commission Procedures

1. Zoning Ordinance.

Residentially zoned lands lying south of I-94 and east of I-69 and commercial and industrial lands regardless of location shall be administered by the Joint Municipal Planning Commission ("JPC") pursuant to the City of Marshall zoning and planning act and City procedures and definitions will be followed by the JPC.

The residentially zoned lands lying west of I-69 or north of I-94 shall be administered by the JPC pursuant to the Marshall Township zoning and planning acts and Township procedures and definitions will be followed by the JPC.

2. Appointment.

A. The Planning Commissions of the City of Marshall and Marshall Township shall each appoint three (3) of its members as the members of the Joint Planning Commission as well as one (1) alternate member to serve in the event an appointed member is unable to attend a meeting.

B. Appointment to the JPC shall be for a term of three (3) years.

C. A member may be removed by the appointing municipality's Board or Council for having two (2) unexcused absences from meetings in any twelve (12) month period. An absence shall be excused provided the member advises the JPC in advance of the meeting that he/she is unable to attend the meeting and the reason for such absence. The JPC shall determine rules for excused absences.

D. A vacancy on the JPC shall be filled by the appointment of the alternate member from the municipality from which the vacancy occurred and a new alternate JPC member shall be appointed at the next regular meeting of the Planning Commission of the municipality in which the vacancy occurred.

Schedule A

- E. The operating budget of the JPC shall be shared equally by the City and Township after first applying and fees paid by applicants for matters being considered by the JPC.
- F. The jurisdictional area of the JPC shall consist of all land subject to 425 agreements between the City and Township regardless of whether the 425 agreement is dated prior to or subsequent to the date of the formation of the JPC.
- G. The JPC shall consist of representatives from Marshall City and Marshall Township and no other municipalities shall be involved. The JPC shall exist as long as there is a Master 425 Development Agreement between the City of Marshall and Marshall Township.
- H. All administrative functions of the JPC including but not limited to service of notices to adjacent property owners and the preparation of and making publications shall be performed by the Township in the event the Township planning and zoning ordinance are to be applied and by the City in the event the City zoning and planning ordinances are to be applied. In the event business to be conducted at a meeting involves both ordinances of the City and of the Township, each organization shall provide the administrative services necessary for the conduct of the business which is being conducted pursuant to its zoning or planning act.
- I. Complete records of all business conducted at the JPC shall be delivered to the City and Township Council and Board, respectively.
- J. Each municipality may pay its appointed members a meeting stipend for attending properly noticed and held meetings of the JPC. Any such stipend paid shall be paid by the appointing municipality.

Revised 1/18/2022

SCHEDULE B

(for property south of I-94 and east of I-69)

**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the ____ day of _____, 20____, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated _____, 2019 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, _____ (name), the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on _____, _____.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

*Schedule B
Contract for Conditional Transfer of Property*

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during _____ (first year of agreement) _____ and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year _____ (the year before the City assesses taxes) _____.

The City and Township further agree that commencing in the year ____ (first year of the Agreement) ____ and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall pass to the City and the Township shall have no further rights or interests in the Property.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise or rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

SCHEDULE C

(for property north of I-94 and west of I-69)

**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the _____ day of _____, 20____, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated _____, 2019 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, _____ (name), the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on _____, _____.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

*Schedule C
Contract for Conditional Transfer of Property*

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during _____ (first year of agreement) _____ and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year _____ (the year before the City assesses taxes) _____.

The City and Township further agree that commencing in the year ____ (first year of the Agreement) ____ and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
 7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
 8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise or rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
 9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
 10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

City of Marshall and Marshall Township

Joint Planning Commission

RULES OF PROCEDURE

Article 1, Powers and Duties

The powers and duties of the Joint Planning Commission are those set forth in Public Act 110 of 2006 - Michigan Zoning Enabling Act and Public Act 226 of 2003 - Joint Municipal Planning Commission together with those powers and duties which may be delegated to it by ordinance of the City, Township or "Schedule A" of the Master 425 Agreement. The Joint Planning Commission's jurisdiction shall be limited to those properties subject to 425 agreements as stated in "Schedule A", Section 2(F) and any additions or exclusions contained in the Master 425 Agreement.

Article II, Members and Terms

Section 1, Membership Makeup

The Joint Planning Commission shall consist of six (6) members whom shall be selected from each planning commission as set forth:

Three (3) members shall be selected from the Township Planning Commission and three (3) from the City Planning Commission as prescribed under "Schedule A" of the Master 425 Agreement between the City of Marshall and Marshall Township as attached hereto.

Section 2, Terms of Office

The terms of the appointed members shall coincide with their city or township Planning Commission terms.

Section 3, Vacancies in Office

The Chairman of the City or Township Planning Commission shall appoint a replacement in conformance with their policies and procedures to fill the positions as described under Section 1.

Section 4, Removal from Office

A member may be removed in accordance with "Schedule A" Section 2(C).

Article III, Members and Terms

Section 1, Officers

The officers of the Joint Planning Commission shall be a Chairperson and Vice-Chairperson.

Section 2, Chairperson

The Chairperson shall be elected from the appointed members of the Joint Planning Commission and shall preside at all meetings and hearings of said Commission, and shall have and perform the duties usually incident to the office of Chairperson. The Chairperson shall decide, subject to these bylaws, all questions of order and procedure, unless otherwise directed by a majority of said Commission in session at the time, and shall have the privilege of discussing all matters before said Commission and of voting thereon.

Section 3, Vice-Chairperson

The Vice-Chairperson shall be elected from the appointed members of the Joint Planning Commission, and shall act as Chair in the Chairperson's absence.

Section 4, Administrative services

Each governmental agency shall provide administrative services for those projects located within their district, as described in "Schedule A" Section 2(H) of the Master 425 Agreement, which shall include a secretary to take minutes of the meeting.

Article IV, Nomination and Election of Officers

Section 1, Date of Election

The election of officers of the Joint Planning Commission shall take place each year at the regularly scheduled meeting in August as stated in Article V, Section 1 of this document.

Section 2, Term of Elected Office

A candidate receiving a majority vote of the entire Joint Planning Commission membership shall be declared elected and shall hold office for one year. The same member may not be elected to more than two successive terms.

Section 3, Vacancies in Elected Office

A vacancy on the Joint Planning Commission shall be filled by the appointment of the alternate member from the municipality from which the vacancy occurred and a new alternate Joint Planning Commission member shall be appointed at the next regular meeting of the Planning Commission of the municipality in which the vacancy occurred.

Article V, Meetings

Section 1, Regular Meetings

The Joint Planning Commission shall meet as needed and may, at the agreement of the membership, set a regular meeting schedule.

Article VI, General Rules

Section 1, Quorum

Four voting members of the Joint Planning Commission shall constitute a quorum. A majority of those present and voting shall be sufficient to pass any motion or resolution at any meeting of the Joint Planning Commission.

Section 2, Open Meetings

All meetings of the Joint Planning Commission shall be open to the public.

Section 3, Parliamentary Practice

Parliamentary practice at all meetings of the Joint Planning Commission shall be guided by Roberts Rules of Order where applicable and except where in conflict with law or these bylaws.

Section 4, Official Action on Initial Presentation

On any matter brought before the Joint Planning Commission, at the same meeting the matter is presented to said commission, the commission may, after discussion, act upon the plan as presented.

Section 5, Review by Township and City Departments

Staff shall not place before the Joint Planning Commission any site plan for review until the applicable City or Township Departments have had a chance to review the request and offer their comments on the proposal.

Section 6, Motions

Motions on all matters requiring a vote shall be made in the affirmative.

Article VII, Amendments

These bylaws may be altered or amended by four affirmative votes of the Joint Planning Commission provided that written notice of the proposed alternations or amendments be given at a previous meeting of said Commission.

ITEM: 9.B

ADMINISTRATIVE REPORT



TO: HONORABLE COMMISSION MEMBERS
FROM: Marcia Strange, Director of Community Development
DATE: August 11, 2026
SUBJECT: PROJECT UPDATES

An update on projects that have been approved by JPC recently include:

- Dunkin' Donuts and Jimmy John's - 1154 W Michigan (Parcel 53-002-592-03)
 - Building permits were issued for the building envelope and Jimmy John's tenant fit-out. Construction is beginning.
 - Building permits have been applied for Dunkin' Donuts tenant fit out. Drawings are under review.
 - No tenant has been identified for the central storefront.
- Millbrook Housing Development - 550 W Hughes (Parcel 53-002-576-25, 53-002-702-03, 53-002-562-00, 53-002-702-02)
 - Addresses are being assigned. No Building Department submittal received.
 - The Brownfield Plan was approved on 8/3/26 by City Council
- Ford Blue Oval - 13700 W Michigan Ave (Parcel 53-281-021-04, 53-281-021-03)
 - Most final certificates of occupancy have been issued

RECOMMENDATION:

ITEM: 10.A

ADMINISTRATIVE REPORT



TO: HONORABLE COMMISSION MEMBERS
FROM: Marcia Strange, Director of Community Development
DATE: August 11, 2026
SUBJECT: SLU# 26-0003 SCHEDULE PUBLIC HEARING - MARSHALL SOLAR

Case #: SLU#26.0003
Address: 111 E Oliver Drive
Parcel #: 53-360-003-00 (425'd property from Marshall Twshp) - project extending onto adjacent parcel 53-003-003-01 (City of Marshall- being reviewed by City Planning Commission)
Zoning District: Research and Technical District (I-1)
Surrounding Zoning: I-1 to the north, south and west, and Agricultural to the east
Surrounding Uses: industrial to the west and south, Airport to the north, Agricultural fields to the east
Previous Action: LDFA lease agreement was approved but will require finalizing following site plan approval.
AMP Power agreement was approved.
All approvals and agreements are contingent upon site plan approval.

In an effort to meet increasing renewable energy requirements, and as outlined in the attached Administrative Report from Kevin Maynard dated May 13, 2026, Marshall Electric Department has been working with Madison Energy on a solar energy project to increase the renewable energy that is available to the City Electric Department and the citizens of Marshall.

The project is a 10.5-MW solar energy installation which is classified as a large-scale solar energy project by the City of Marshall Zoning Ordinance. Large scale solar installations require an SLU in the I-1 zoning district and that request is before the Commission this evening. It is requested to schedule a public hearing for the September Joint Planning Commission meeting. Once the hearing is scheduled, a public hearing notice will be published and notices will be mailed to all property owners within 300' of the site. Preliminary site plan information is included in the packet along with the application for Special Land Use.

The following standards are currently provided for reference, but will be used in considering whether to approve the special land use request following the public hearing at the September Planning Commission meeting:

A.The proposed use shall be in accordance with the City Master Plan and the intent and purpose of this subchapter

The proposed use meets the intent of the subchapter and the city master plan.

B. A documented and immediate need exists for the proposed use within the community.

The City Electrical Department has provided documentation demonstrating the need to add renewable energy to the City's portfolio. A staff report regarding the need has been provided from the electrical department.

C. The use is compatible with adjacent uses and the existing or intended character of the surrounding neighborhood, and will not have an adverse impact upon or interfere with the development, use or enjoyment of adjacent properties, or the orderly development of the neighborhood.

The industrial use is compatible with the character of the area. Glare study has been accepted by the Airport board and City following review. No adverse impact on the enjoyment of neighboring parcels or development of the area is expected.

D. The proposed use shall be designed, constructed, operated and maintained so as to be compatible with the use of adjacent lands.

The proposed project is compatible with adjacent properties and uses. Screening will be provided for the residential properties to the east.

E. The proposed use shall be compatible with the natural environment.

There is no expectation that there will be a negative impact on the environment. The applicant has coordinated with EGLE to confirm wetlands that are required to be protected are being protected. If lease is terminated in the future there is an agreement in place to remove all solar panels and infrastructure.

F. The proposed use shall be adequately served by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewage facilities and schools.

There is no expectation that the use will have an impact on the items in this section. Traffic impact upon completion of construction is anticipated to be minimal. The proposed use will not have any impact on water, sewer, schools, or refuse. The impact on police and fire is expected to be minimal. A preliminary fire protection plan has been submitted to the Marshall Fire Department. The storm water plan has been reviewed by the Spicer Group, a consultant to the Department of Public Services. There are some modifications requested but they do not affect the request for a Special Land Use and are anticipated to be resolved before site plan approval is considered.

G. The proposed use shall not involve activities, processes, materials and equipment or conditions of operation that will be detrimental to public health, safety and welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or unreasonable or offensive odors.

The City Development Review Team found that there would be no detriment to public health, safety, or welfare. The panels are the 'glare free' design and the review of the glare study has been accepted as non-impacting for the airport traffic. Airport board recommends acceptance of the glare study by the Commission. Thermal impact on air above the panels was discussed as a condition that is anticipated by pilots, as it does occur in areas of larger arrays outside of City limits. The scale of this array is much smaller and the impact is not anticipated to be problematic.

RECOMMENDATION:

Schedule public hearing for Special Land Use application number SLU#26.0003 for September 8, 2026 at 7:00 pm to be held at the regularly scheduled Joint Planning Commission meeting.

SPECIAL LAND USE APPLICATION

City of Marshall
Fee \$600.00

Section 6.2 of the Marshall City Zoning Ordinance gives citizens the opportunity to file for a Special Land Use Permit when it is required by zoning district.

Process

- ☐ Application, fee, and all required materials are submitted by due date. Once found to be complete, the application is placed on the Planning Commission agenda for acceptance.
- ☐ **Planning Commission meeting #1:** At this meeting, a public hearing is scheduled for the following month.
- ☐ Neighbors within 300 feet of the property seeking special land use are notified of the public hearing.
- ☐ **Planning Commission meeting #2:** Public hearing is held and discussion takes place. A recommendation on the application is given for City Council.
- ☐ **City Council meeting:** Item is placed on the agenda, a staff report and Planning Commission comments are offered for review and City Council grants final approval, disapproval, or approval with conditions.

Address of subject property 111 E Oliver Dr, Marshall, MI 49068

Applicant's name DG Marshall MI, LLC Phone (347) 291 - 7696

Applicant's address 8484 Westpark Drive, Suite 720 City McLean Zip 22102

Owner's Name The City of Marshall LDFA Phone N.A

Owner's Address 323 West Michigan Avenue City Marshall Zip 49068

Explain need for a Special Land Use permit at the subject property (attach more if necessary):

This special land use application is for a Large Solar Energy Systems located on Parcel # 53-003-003-01 and 53-360-003-00 which is property owned by the City of Marshall LDFA. These parcels are zoned I-1 and allow for a Large Solar Energy Systems through a special land use permit. This project is to provide electricity to the City of Marshall through their distributed grid and will be shared with local residents

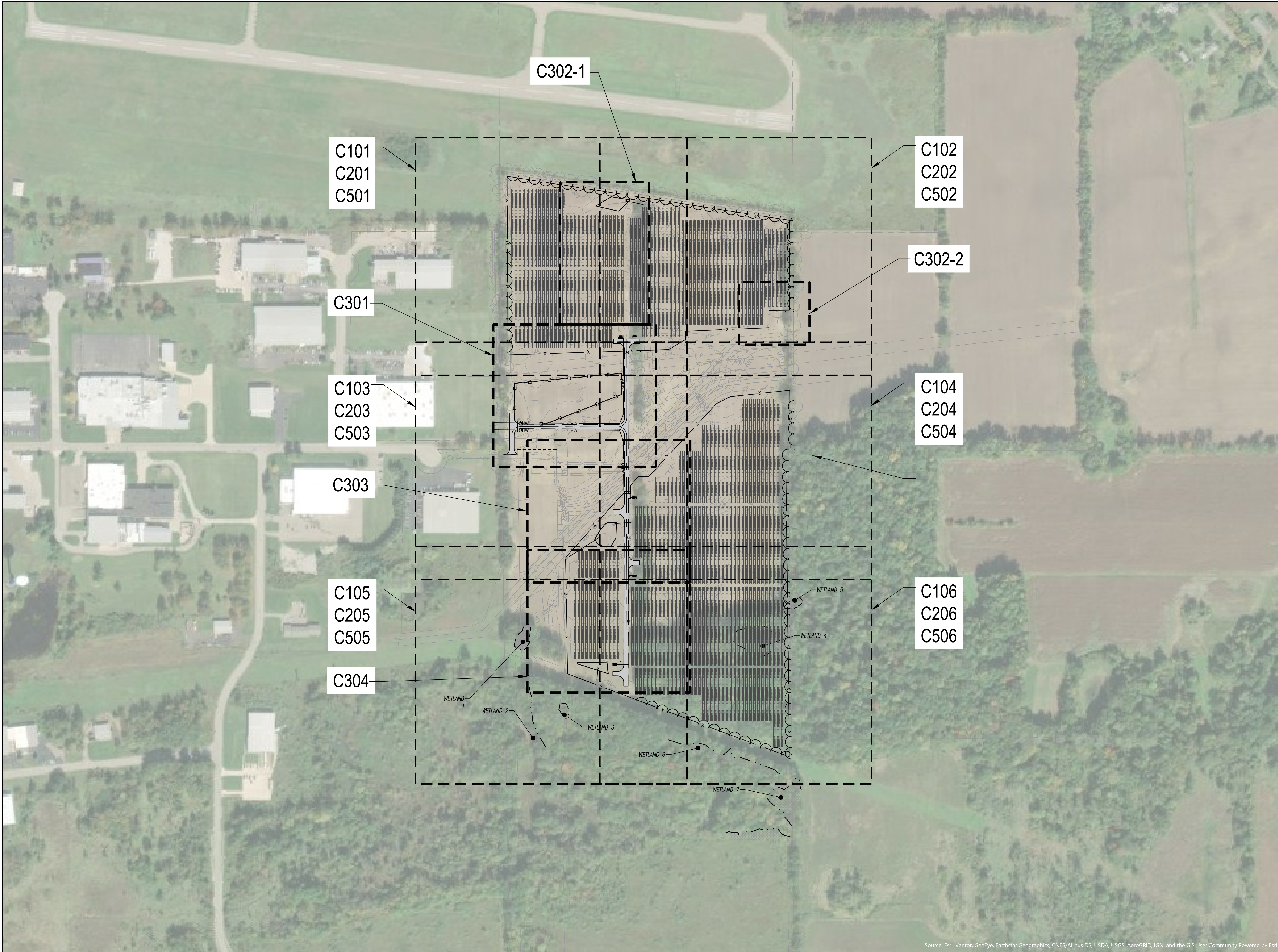
Signed by: Ryan Coakley Date 6/11/2026
Applicant's Signature [Signature]

Owner's Signature [Signature] Date 6/8/2026

The following items MUST be submitted for the application to be complete:

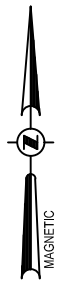
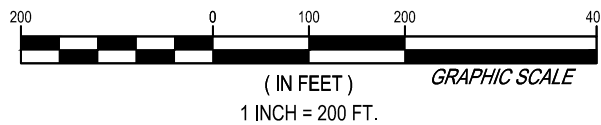
- ☐ A plot plan showing property boundaries and legal description
- ☐ Existing structures, uses and zoning on subject and adjacent properties
- ☐ Location of all abutting streets, easements, and similar public areas
- ☐ Proposed compliance plan (if applicable) including hours, signs, parking, etc.

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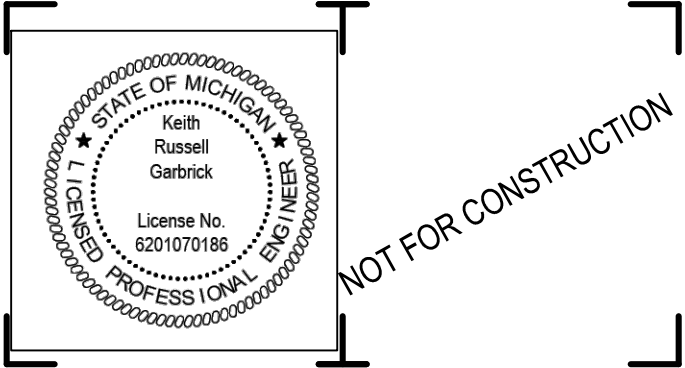


Source: Esri, Vantor, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community Powered by Esri

1 OVERALL KEY PLAN
SCALE: 1"=200'



300 State Street, Suite 201
Rochester, NY 14614
585-454-6110
labellapc.com



CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING:
LAND SURVEYING:
GEOLOGICAL:

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DG MARSHALL MI, LLC
8484 WESTPARK DR., SUITE 720
MCLEAN, VA 22102

MARSHALL SOLAR PROJECT
111 E. OLIVER DR.
MARSHALL, MI 49068

NO.	DATE:	DESCRIPTION:
Revisions		

PROJECT NUMBER: P2603738

DRAWN BY: EEM

REVIEWED BY: MJT

ISSUED FOR: REVIEW

DATE: JULY 2026

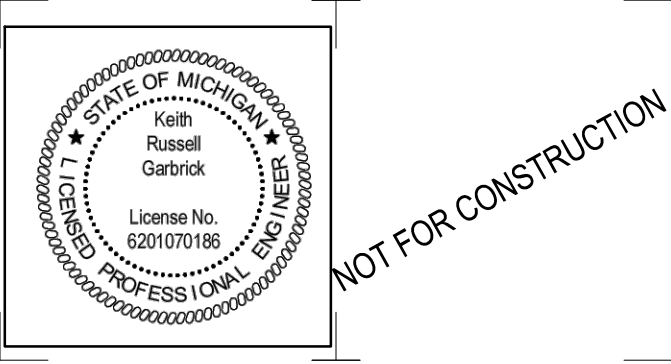
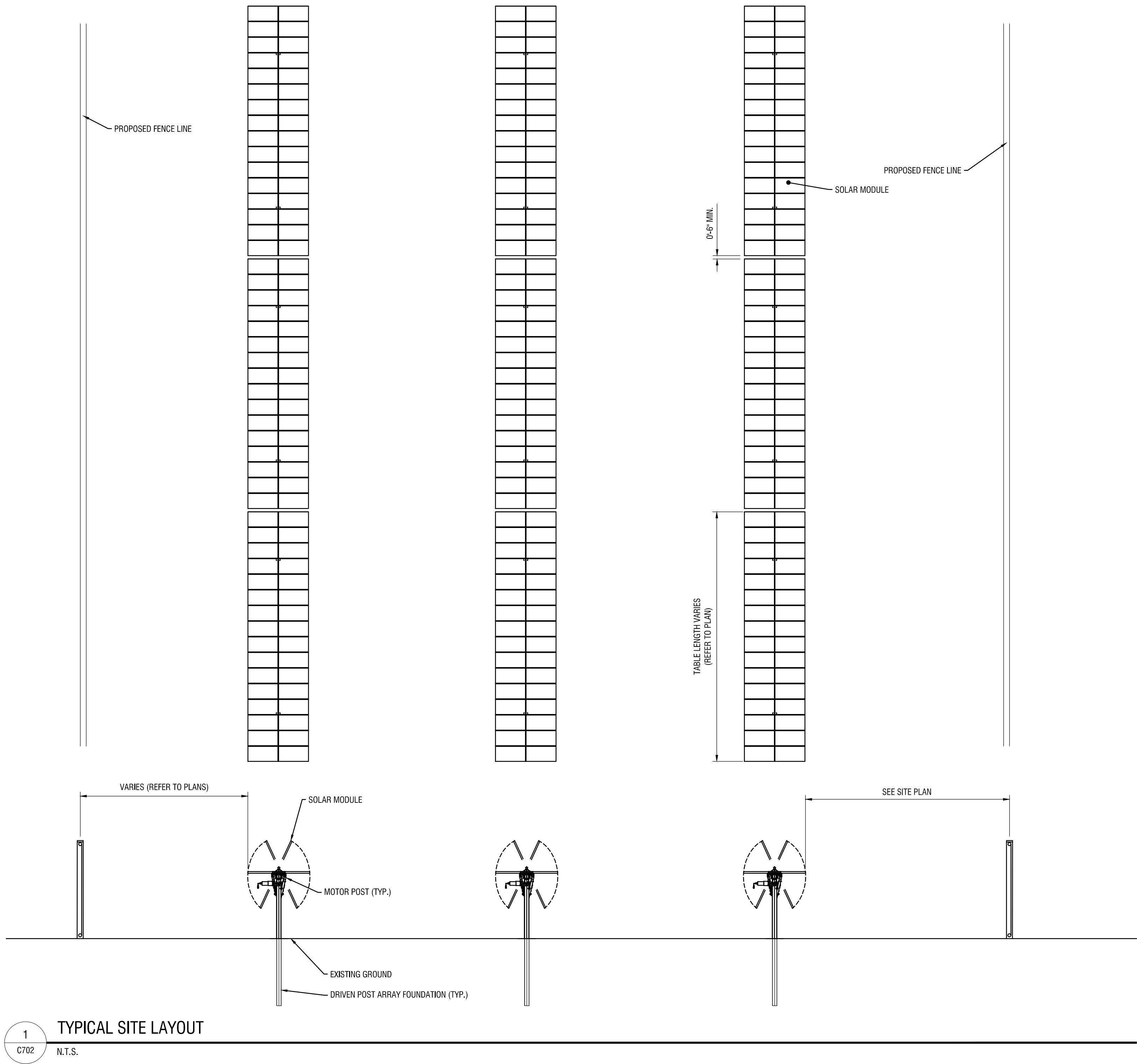
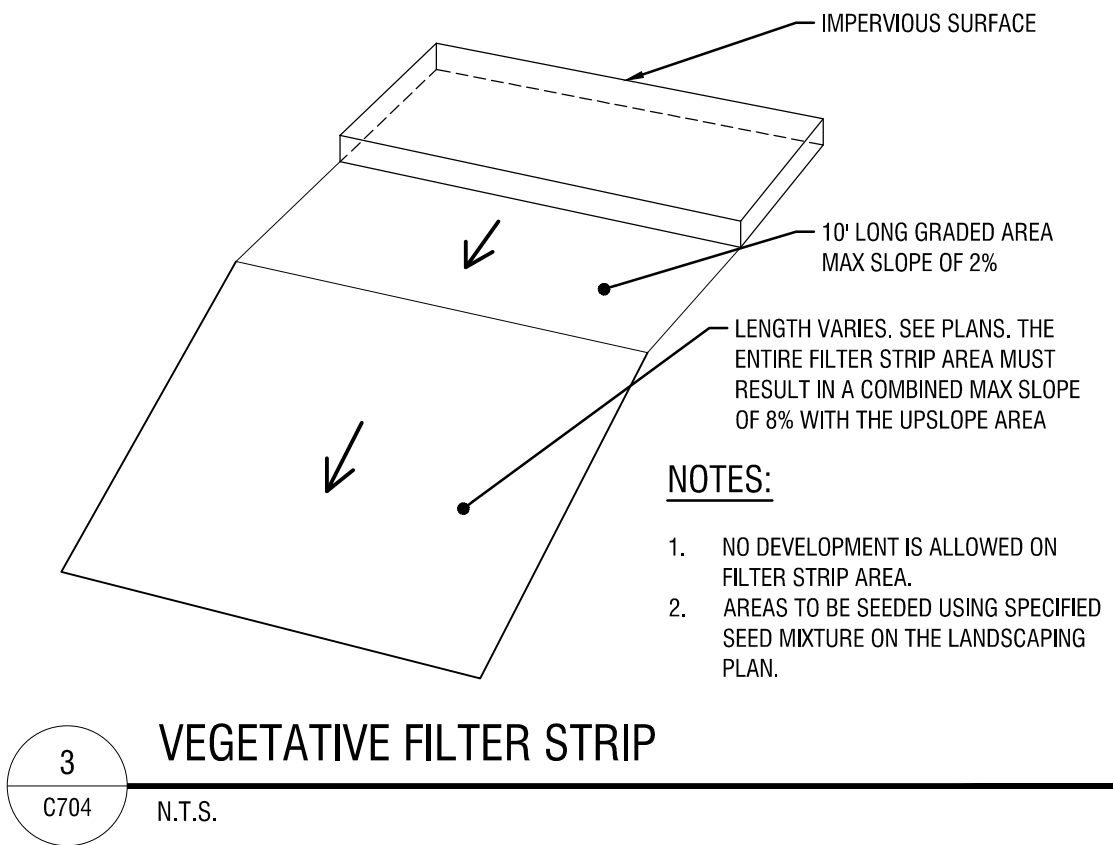
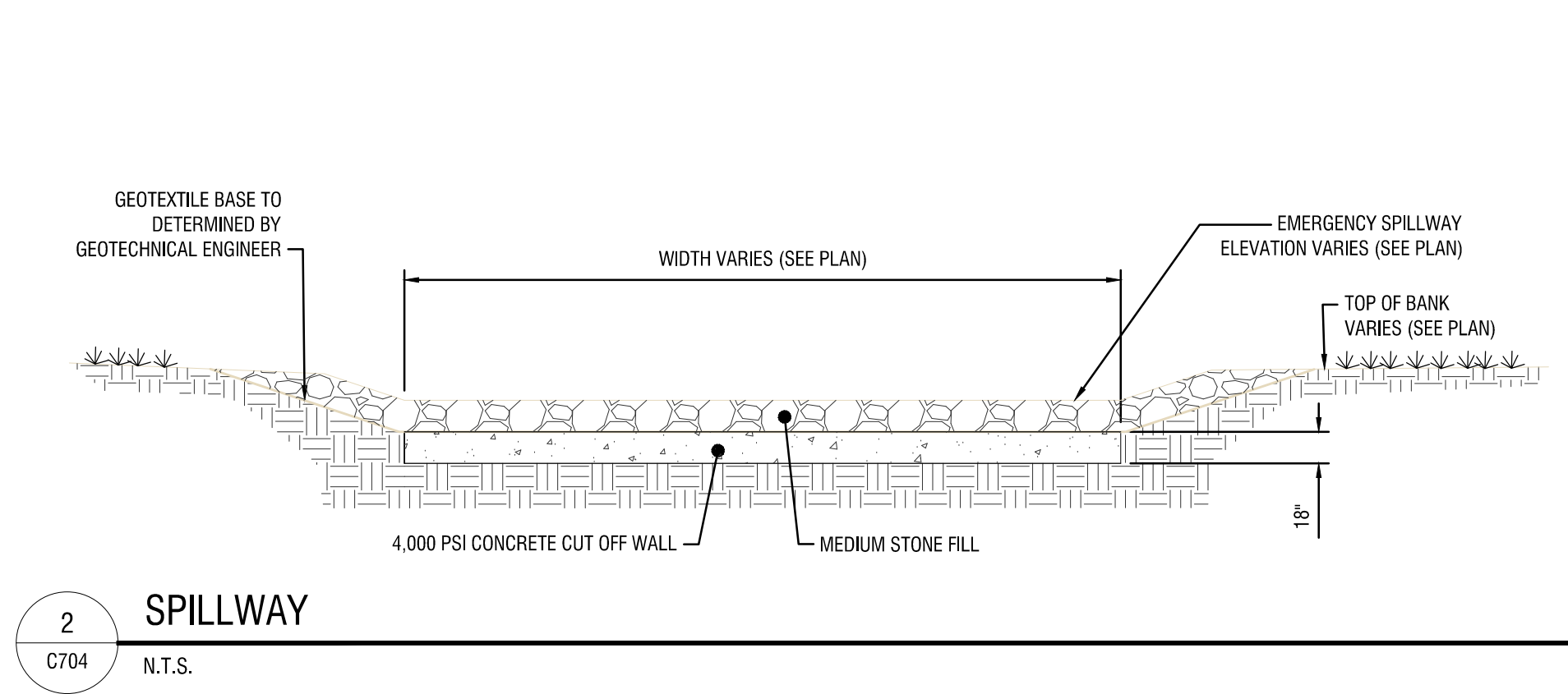
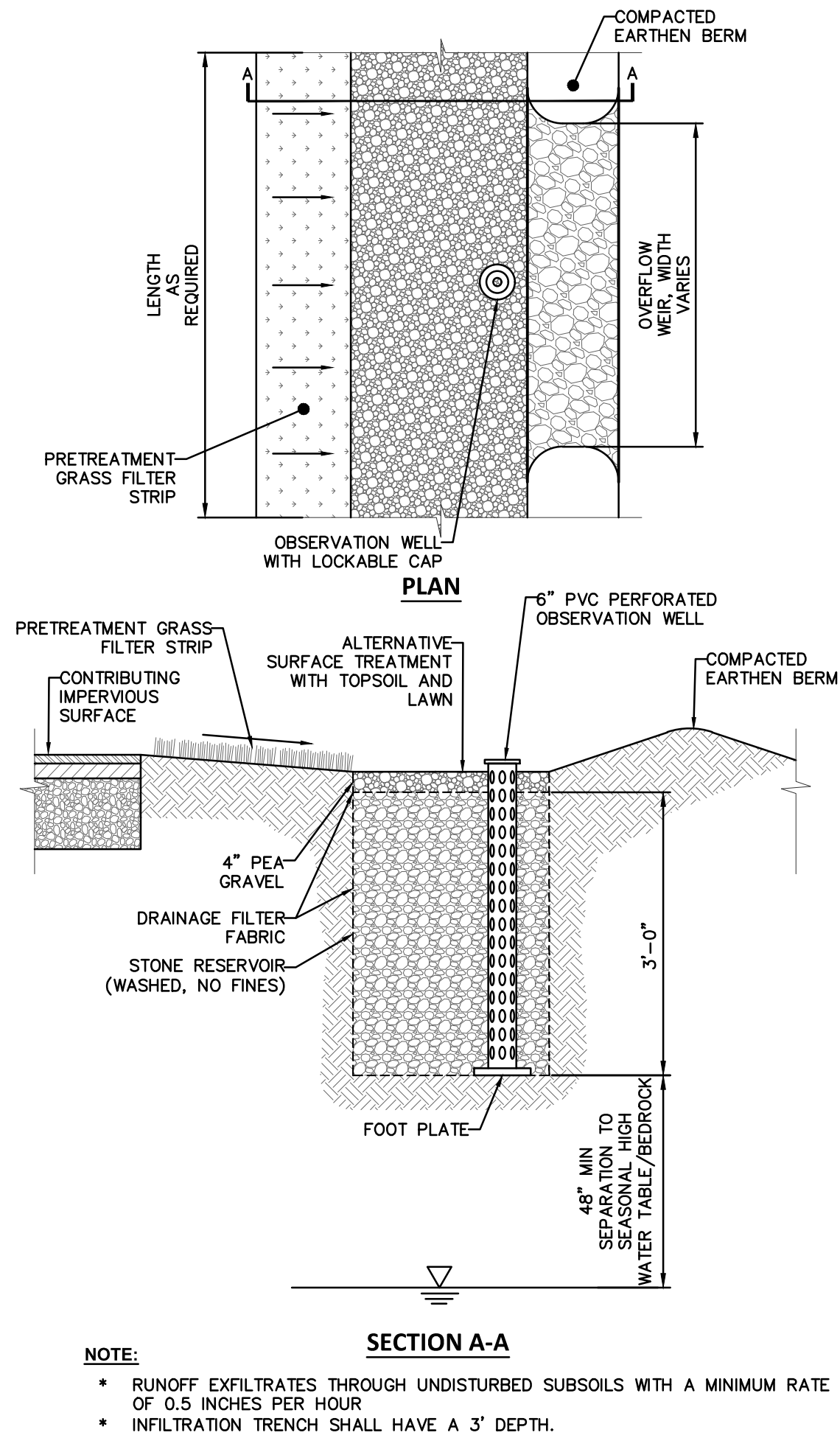
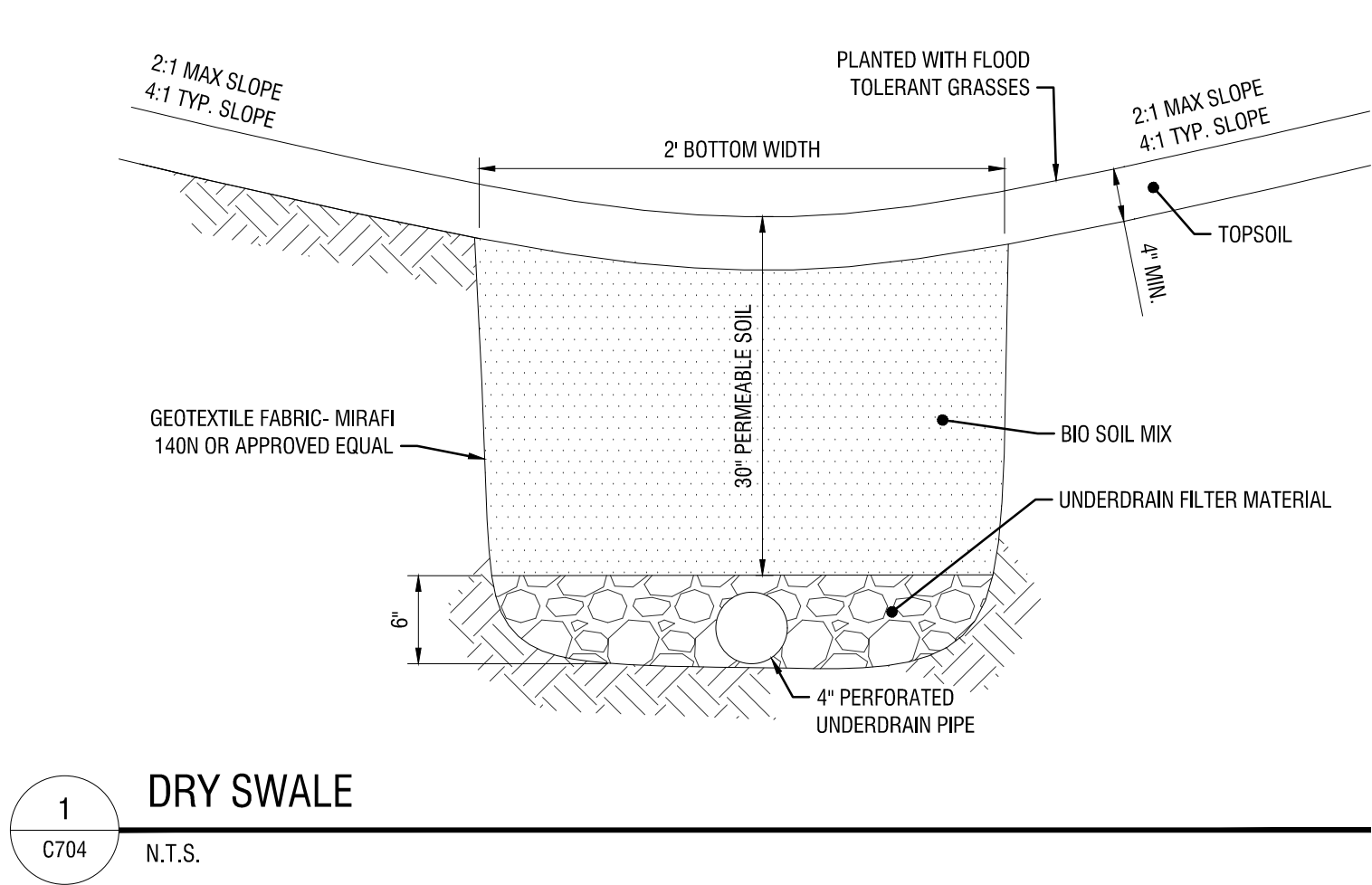
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Date Plotted: Jul 16, 2025, 12:23pm



CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING:
LAND SURVEYING:
GEOLOGICAL:

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MARSHALL, MI 49068

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DRAWN BY:

REVIEWED BY:

ISSUED FOR: REVIEW

DATE: JULY 2026

DRAWING NAME:

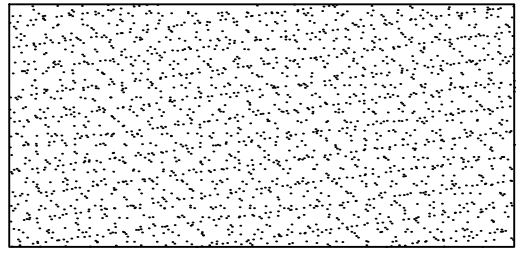
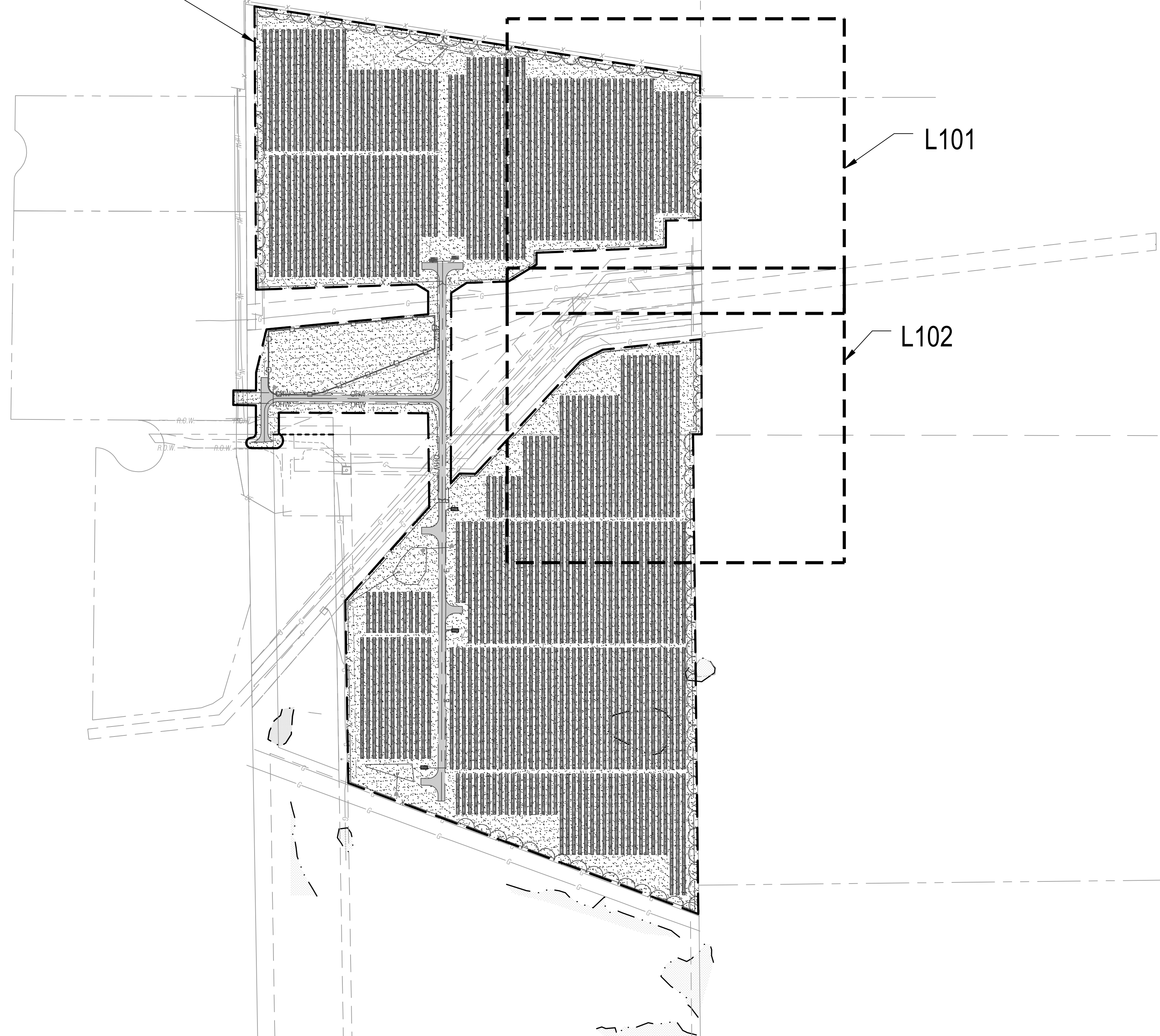
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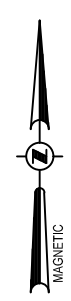
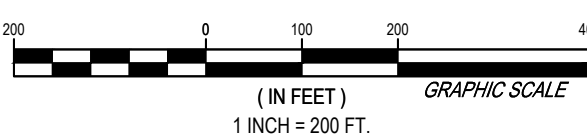
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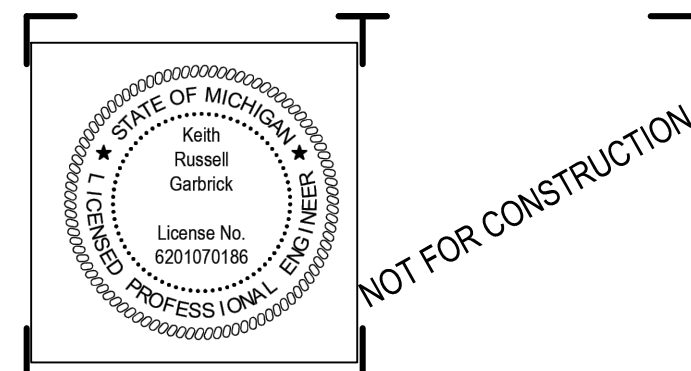


PERMANENT SEED MIXTURE
SEE LANDSCAIPNG NOTES

1 OVERALL LANDSCAPING PLAN
SCALE: 1"=200'



300 State Street, Suite 201
Rochester, NY 14614
585-454-6110
labellapc.com



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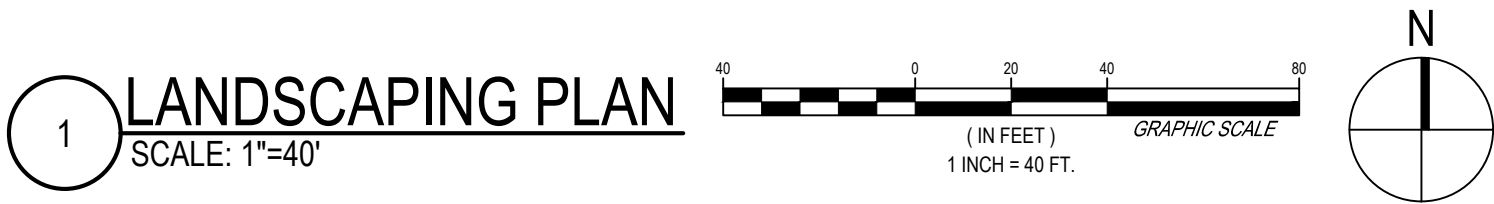
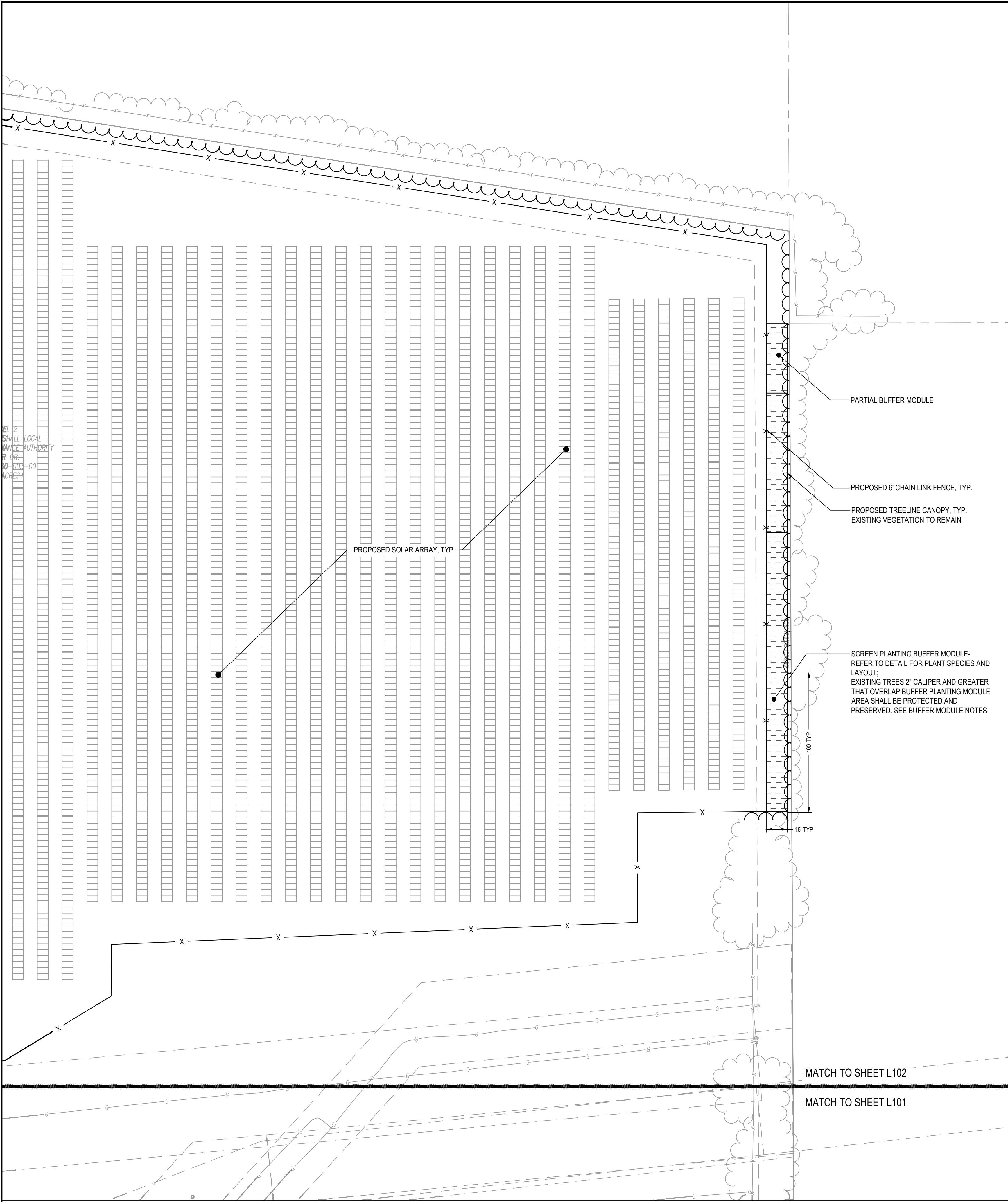
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OVERALL LANDSCAPING
PLAN

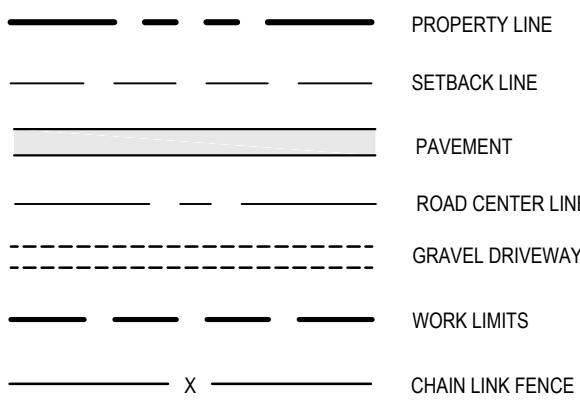
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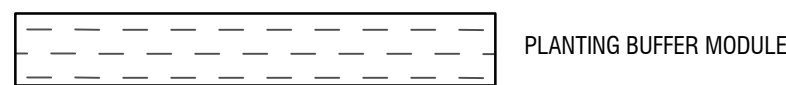
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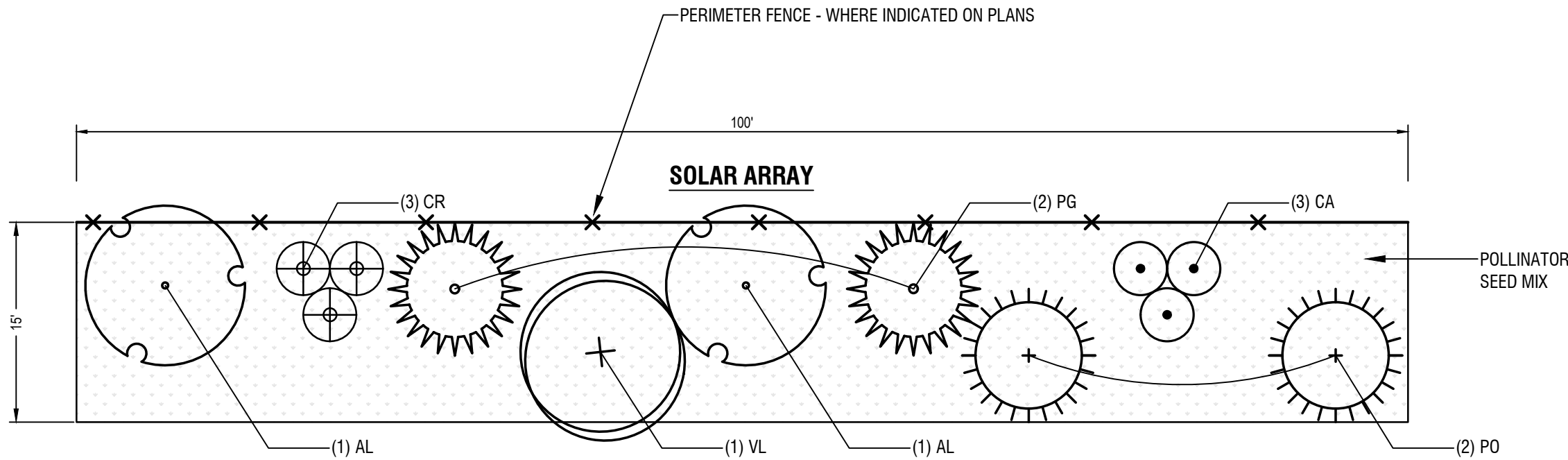


PLANTING LEGEND



NOTES

1. SEE SHEET L103 FOR SEEDING AND PLANTING SPECIFICATIONS AND DETAILS



NOTES:

1. EXISTING TREES 2" CALIPER AND GREATER THAT OVERLAP BUFFER PLANTING MODULE SHALL BE PROTECTED AND PRESERVED.
2. ADJUST LOCATIONS OF TREES OR SHRUBS AS SHOWN IN BUFFER MODULE WHERE EXISTING TREES ARE IN PLACE

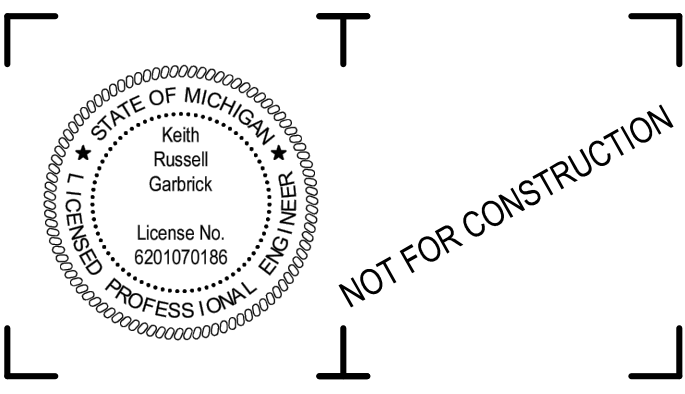
PLANTING BUFFER MODULE

SCALE: 1" = 10'

PLANT SCHEDULE						
EVERGREEN TREES						
KEY	SCIENTIFIC NAME	COMMON NAME	SIZE	ROOT	SPACING	NOTES
PG	PICEA GLAUCA VAR. 'DENSATA'	BLACK HILLS SPRUCE	6' HT	B&B	AS SHOWN	COMPACT CULTIVAR
PO	PICEA OMORIKA 'NANA'	DWARF SERBIAN SPRUCE	6' HT	B&B	AS SHOWN	COMPACT CULTIVAR
DECIDUOUS SHRUBS & SMALL TREES						
KEY	SCIENTIFIC NAME	COMMON NAME	SIZE	ROOT	SPACING	NOTES
AL	AMELANCHIER LAEVIS	ALLEGHENY SERVICEBERRY	6'-7' HT	B&B	AS SHOWN	MULTI-STEM
CR	CORNUS RACEMOSA	GRAY DOGWOOD	3' HT	CONT	4' O.C.	
CA	CORYLUS AMERICANA	AMERICAN HAZELNUT	3' HT	CONT	4' O.C.	
VL	VIBURNUM LENTAGO	NANNYBERRY	6'-7' HT	B&B	AS SHOWN	MULTI-STEM



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Rochester, NY 14614
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CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING:
LAND SURVEYING:
GEOLOGICAL:

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DG MARSHALL MI, LLC
8484 WESTPARK DR., SUITE 720
MCLEAN, VA 22102

MARSHALL SOLAR PROJECT
111 E. OLIVER DR.
MARSHALL, MI 49068

NO.	DATE:	DESCRIPTION:
Revisions		

PROJECT NUMBER: P2603738

DRAWN BY: EEM, DB

REVIEWED BY: MJT

ISSUED FOR: REVIEW

DATE: JULY 2026

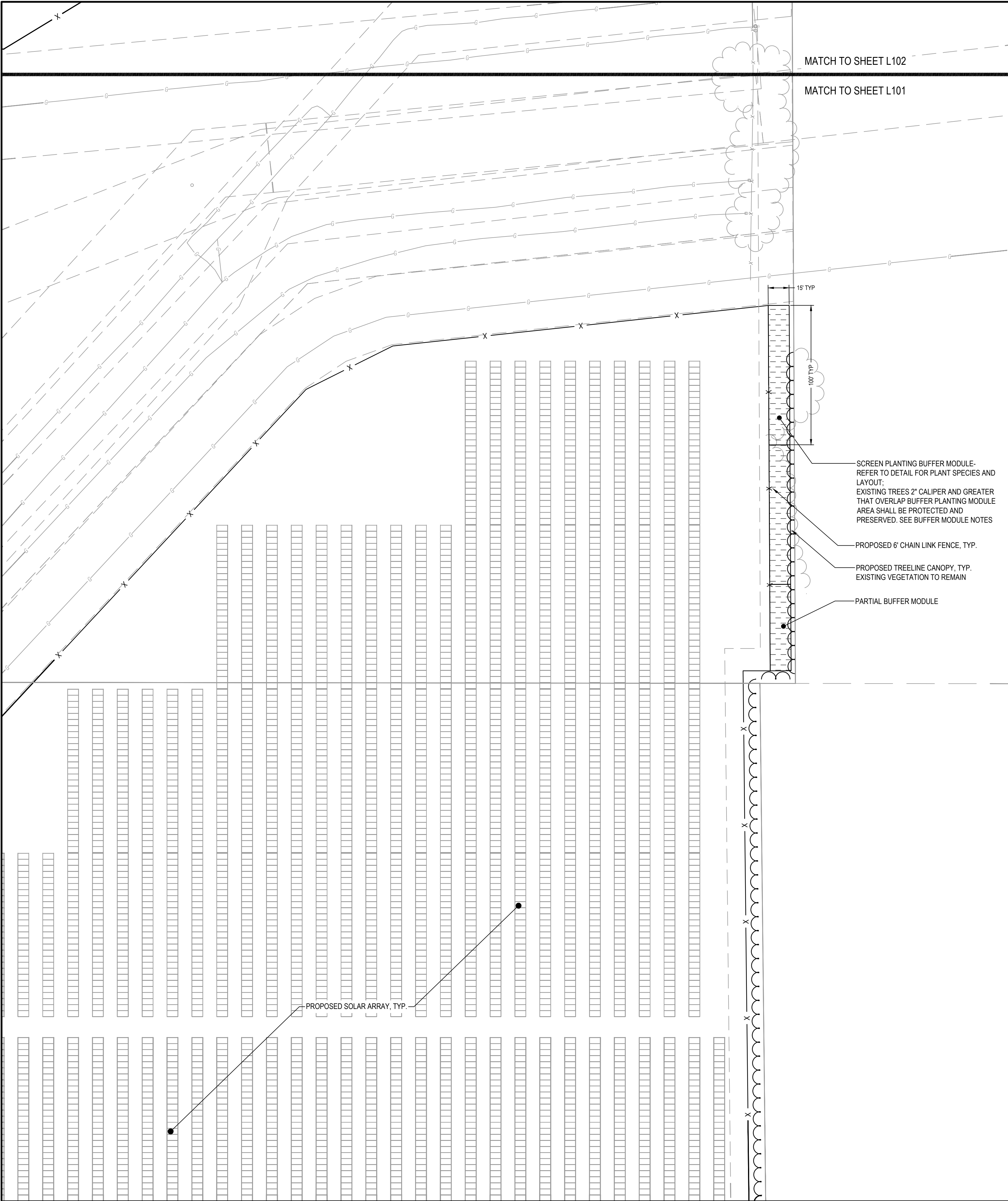
DRAWING NUMBER:

LANDSCAPING PLAN

DRAWING NUMBER:

L101

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Date Plotted: Jul 21, 2026 10:55am



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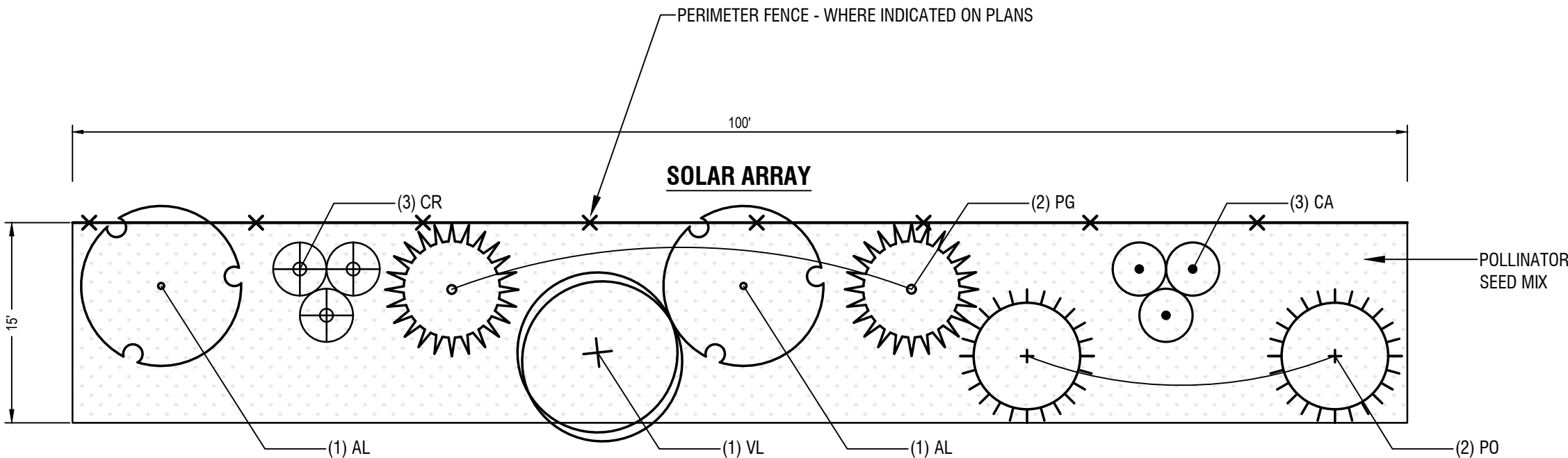
- PROPERTY LINE
- SETBACK LINE
- PAVEMENT
- ROAD CENTER LINE
- GRAVEL DRIVEWAY
- WORK LIMITS
- CHAIN LINK FENCE

PLANTING LEGEND

- PLANTING BUFFER MODULE

NOTES

- SEE SHEET L103 FOR SEEDING AND PLANTING SPECIFICATIONS AND DETAILS



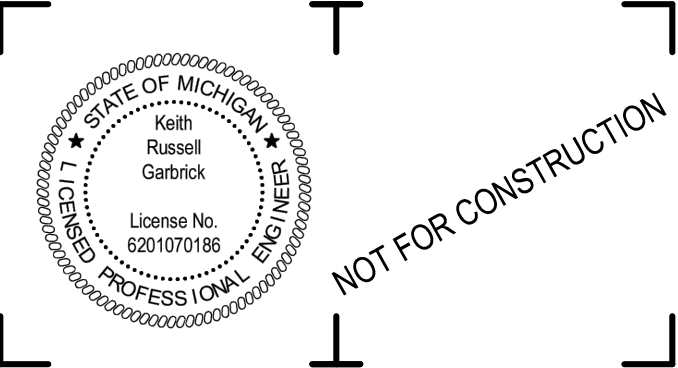
NOTES:

- EXISTING TREES 2" CALIPER AND GREATER THAT OVERLAP BUFFER PLANTING MODULE SHALL BE PROTECTED AND PRESERVED.
- ADJUST LOCATIONS OF TREES OR SHRUBS AS SHOWN IN BUFFER MODULE WHERE EXISTING TREES ARE IN PLACE

PLANTING BUFFER MODULE

SCALE: 1" = 10'

PLANT SCHEDULE						
EVERGREEN TREES						
KEY	SCIENTIFIC NAME	COMMON NAME	SIZE	ROOT	SPACING	NOTES
PG	PICEA GLAUCA VAR. 'DENSATA'	BLACK HILLS SPRUCE	6' HT	B&B	AS SHOWN	COMPACT CULTIVAR
PO	PICEA OMORIKA 'NANA'	DWARF SERBIAN SPRUCE	6' HT	B&B	AS SHOWN	COMPACT CULTIVAR
DECIDUOUS SHRUBS & SMALL TREES						
KEY	SCIENTIFIC NAME	COMMON NAME	SIZE	ROOT	SPACING	NOTES
AL	AMELANCHIER LAEVIS	ALLEGHENY SERVICEBERRY	6'-7' HT	B&B	AS SHOWN	MULTI-STEM
CR	CORNUS RACEMOSA	GRAY DOGWOOD	3' HT	CONT	4' O.C.	
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VL	VIBURNUM LENTAGO	NANNYBERRY	6'-7' HT	B&B	AS SHOWN	MULTI-STEM



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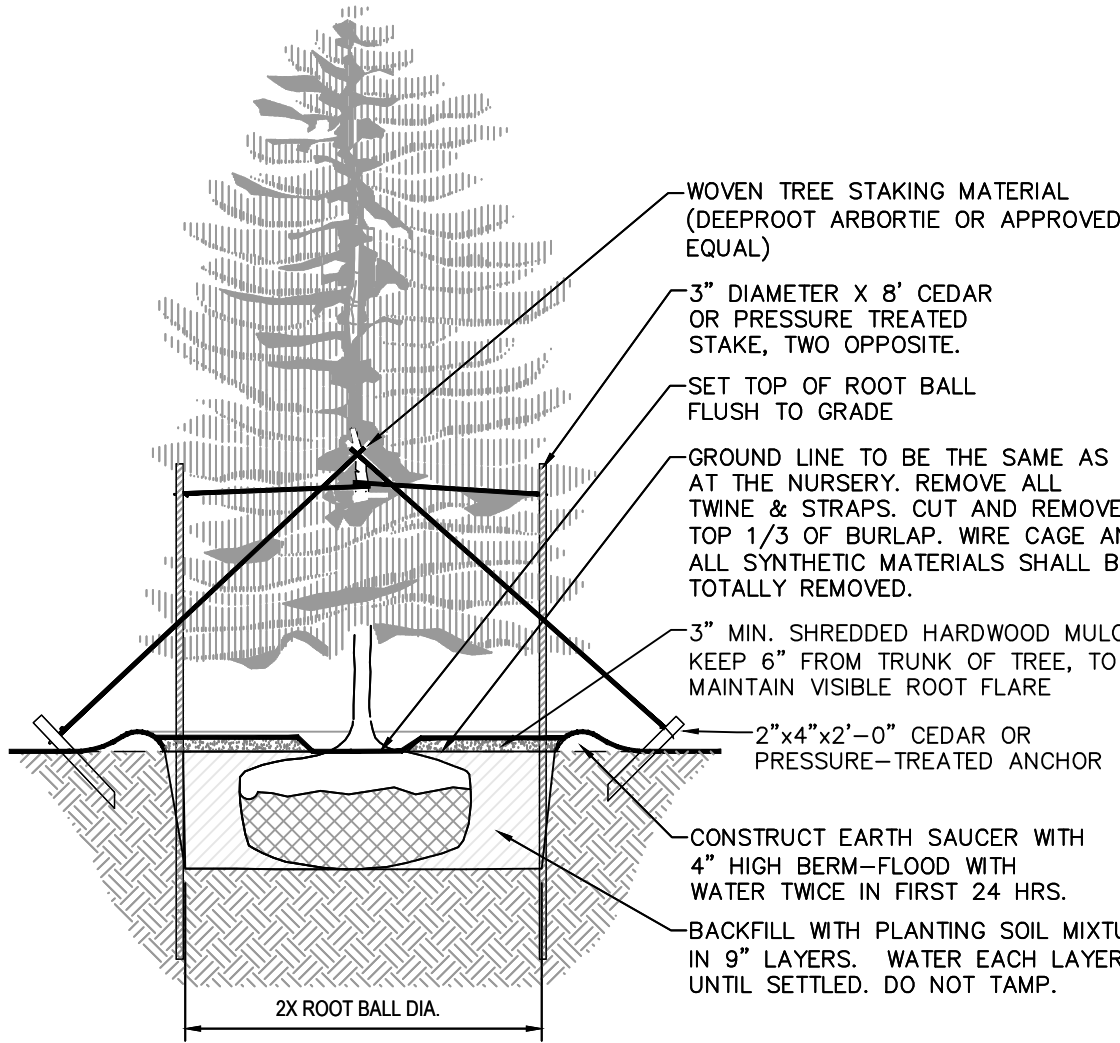
L102

LANDSCAPE NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL PLANT AND MATERIAL QUANTITIES PRIOR TO BIDDING AND PROCUREMENT.
2. THE CONTRACTOR IS HEREBY NOTIFIED THAT UNDERGROUND UTILITIES MAY EXIST AND THEY SHOULD OBTAIN CURRENT UTILITY RECORD MAPS AND SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO COMMENCING WORK.
3. ALL PLANTS SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF AMERICAN STANDARDS FOR NURSERY STOCK, LATEST EDITION, LATEST EDITION, ANSI Z60.1.
4. ALL WOODY PLANT MATERIALS SHALL BE OBTAINED FROM NURSERY SOURCES OF SIMILAR HARDINESS ZONE, CLIMATE AND SOIL CONDITIONS TO THE PROJECT SITE.
5. IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS, REMOVE AND IMMEDIATELY REPLACE ALL PLANTS, AS DETERMINED BY THE OWNER'S REPRESENTATIVE, THAT ARE MISSING, DEAD, DO NOT DEVELOP FROM PLANTING STOCK, ARE IN UNHEALTHY OR UNSIGHTLY CONDITION, AND HAVE LOST THEIR SHAPE DUE TO DEAD OR BROKEN BRANCHES OR OTHER CAUSES DUE TO CONTRACTOR'S NEGLIGENCE. CONTRACTOR SHALL BEAR THE COST OF COMPLETE REPLACEMENT(S), IN CASE OF QUESTIONS REGARDING CONDITION AND SATISFACTORY ESTABLISHMENT OF A REJECTED PLANT, THE OWNER'S REPRESENTATIVES DECISION IS FINAL. PROVIDE A GUARANTEE FOR ALL REPLACEMENT PLANTS FOR A MINIMUM OF ONE FULL GROWING SEASON.
6. CONTRACTOR SHALL RETAIN AND SUBMIT PLANTING MATERIALS RECEIPTS TO THE OWNER'S REPRESENTATIVE FOR REVIEW AND APPROVAL. PLANTING STOCK IS TO BE MADE AVAILABLE IN ORIGINAL PACKAGING AND LABELING FOR INSPECTION BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
7. SHRUBS SHALL MEET THE REQUIREMENTS FOR HEIGHT INDICATED IN THE PLANT LIST. THE MEASUREMENTS FOR HEIGHT SHALL BE TAKEN FROM THE GROUND LEVEL TO THE AVERAGE HEIGHT OF THE TOP BRANCHES OF THE PLANT, AND NOT THE LONGEST BRANCH. SINGLE STEMMED OR THIN PLANTS WILL NOT BE ACCEPTED. SIDE BRANCHES SHALL BE GENEROUS, WELL TWIGGED, AND THE PLANT AS A WHOLE WELL SEATED IN THE GROUND. PLANTS SHALL BE IN A MOIST, VIGOROUS CONDITION, FREE FROM DEAD WOOD, BRUISES, OR OTHER ROOT OR BRANCH INJURIES.
8. NAMES OF WOODY PLANT MATERIALS SHALL COMPLY WITH "STANDARDIZED PLANT NAMES" AS ADOPTED BY THE LATEST EDITION OF THE AMERICAN JOINT COMMITTEE OF HORTICULTURAL NOMENCLATURE. PROVIDE STOCK TRUE TO BOTANICAL NAME AND LEGIBLY TAGGED.
9. PLANTED AREAS WILL BE INSPECTED AT COMPLETION OF INSTALLATION AND ACCEPTED SUBJECT TO COMPLIANCE WITH SPECIFIED MATERIALS AND INSTALLATION REQUIREMENTS. INSPECTION TO DETERMINE FINAL ACCEPTANCE OF PLANTED AREAS WILL BE MADE BY THE OWNER'S REPRESENTATIVE UPON CONTRACTORS REQUEST. PROVIDE NOTIFICATION AT LEAST 10 WORKING DAYS BEFORE REQUESTED INSPECTION DATE. PLANTED AREAS WILL BE ACCEPTED PROVIDED ALL MATERIALS ARE ALIVE AND IN A HEALTHY, VIGOROUS CONDITION. AFTER FINAL ACCEPTANCE AND AT THE END OF THE WARRANTY PERIOD, THE OWNER WILL ASSUME MAINTENANCE.
10. WARRANTY: A ONE YEAR GUARANTEE SHALL BE PROVIDED ON ALL NEW PLANTINGS FROM DATE OF FINAL ACCEPTANCE OF PLANTING INSTALLATION BY THE OWNER.
11. LANDSCAPE MATERIALS SHALL BE INSTALLED BY LOCAL CONTRACTORS FAMILIAR WITH REGIONAL AND LOCAL CONDITIONS WITH QUALIFIED EXPERIENCE IN SIMILAR INSTALLATIONS AND THAT EMPLOY MICHIGAN-CERTIFIED NURSERY PROFESSIONALS.
12. THE CONTRACTOR SHALL PERFORM A ROUGH FIELD STAKE OUT OF ALL PLANT MATERIALS. CONTACT THE OWNER'S REPRESENTATIVE FOR REVIEW AND APPROVAL. LOCATIONS SHOWN ON THE PLAN CONVEY DESIGN INTENT ONLY. FINAL LOCATIONS WILL BE AS DIRECTED BY THE OWNER'S REPRESENTATIVE AT THE TIME OF INSTALLATION.
13. LOCATE TREES 5' MINIMUM FROM UNDERGROUND UTILITIES TO ROOT BALL PERIMETER; LOCATE TREES 20' MINIMUM FROM OVERHEAD WIRES.
15. MULCH FOR PLANTING PITS: NATURAL, UN-DYED, DOUBLE-GROUND HARDWOOD BARK. PROVIDE 3" DEPTH MULCH FOR ALL PLANTING PITS.
16. TOPSOIL SHALL BE FURNISHED FROM THE STOCKPILED ON-SITE MATERIAL.

A. DETERMINE TOPSOIL SUITABILITY WITH SOIL TESTING; COLLECT SAMPLES AND PROVIDE THREE TESTS, MINIMUM, FROM ON SITE SOIL MATERIAL. TESTING: SOIL TEXTURE/GRADATION AND NUTRIENT ANALYSIS WITH PLANT ESTABLISHMENT RECOMMENDATIONS REPORT.

B. IF EXISTING QUANTITY IS INSUFFICIENT TO MEET PROJECT NEEDS, FURNISH FROM OFF-SITE SOURCES IN QUANTITIES SUFFICIENT TO MEET SPECIFIED PROJECT REQUIREMENTS. TOPSOIL SHALL BE NATURAL, FRIABLE, FERTILE SOIL, CHARACTERISTIC OF PRODUCTIVE SOIL IN THE VICINITY. REASONABLE FREE FROM STONES, CLAY LUMPS, ROOTS AND OTHER FOREIGN MATTER WITH AN ACIDITY BETWEEN 6.0 AND 6.8 PH. PROPOSED TOPSOIL MATERIAL FROM OFF-SITE SOURCES SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE OWNER'S REPRESENTATIVE, PER SOIL TESTING RESULTS.
17. COMPOST: BIOLOGICALLY MATURE AND STABLE WITH A MOISTURE CONTENT OF 30-55 PERCENT; HAVING A WEIGHT OF 1400LB/CY WHEN DELIVERED. PROVIDE COMPOST COMPOSED PRIMARILY OF TREE LEAVES, LAWN CLIPPINGS AND SIMILAR PLANT SOURCE MATERIALS.
18. PLANTING SOIL MIXTURE: FOR PLANTINGS IN UNDISTURBED AREAS AMEND EXISTING SURFACE SOIL AS FOLLOWS DURING THE PLANTING OPERATION. 1 GALLON APPROVED ORGANIC MATERIAL; COMPOST OR LEAF COMPOST PER 1-INCH OF TREE CALIPER OR PER 2' TREE/PLANT HEIGHT. INCORPORATE ORGANIC MATERIAL AND FERTILIZER TO INDIVIDUAL PLANTING PITS AS BACKFILL.
19. FERTILIZER FOR NEW PLANTINGS: NATURAL GRANULAR FERTILIZER WITH MYCORRHIZAL FUNGI WITH NPK 3-4-3 FORMULATION; PROVIDE ROOTS HEALTHY START ADVANCED MRT 3-4-3 BY LEBANON SEABOARD CORPORATION OR APPROVED EQUAL. APPLICATION RATES: EVERGREEN TREES 1.5 LBS, DECIDUOUS TREES 1.5 LBS, SHRUBS 0.5 LBS.
20. LAY OR STAKE OUT PLANTS AS INDICATED OR AS APPROVED IN THE FIELD. IF OBSTRUCTIONS ARE ENCOUNTERED THAT ARE NOT SHOWN ON THE DRAWINGS, DO NOT PROCEED PLANTING OPERATIONS UNTIL ALTERNATIVE PLANT LOCATIONS HAVE BEEN SELECTED.



- NOTE:**
1. REMOVE STAKES AND GUYS AT THE END OF THE FIRST GROWING SEASON AFTER PLANTING
2. PROVIDE A 5" DIA. MULCHED PLANTING BED AROUND EACH TREE.
3. OVERSEED TREE PLANTING PITS WITH NATURAL VEGETATION SEED MIX.

1

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EVERGREEN PLANTING DETAIL

N.T.S.

21. CONTRACTOR SHALL MAINTAIN PLANTS UNTIL FINAL ACCEPTANCE AND THROUGH THE WARRANTY PERIOD. MAINTENANCE SHALL INCLUDE WATERING AS REQUIRED FOR SATISFACTORY ESTABLISHMENT; MONITORING PLANT CONDITION; REPLENISHING MULCH; RESET SETTLED PLANTS OR CROOKED TREES TO PROPER GRADE AND POSITION; REMOVE AND REPLACE DEAD MATERIAL.
22. MULCH FOR SEEDING NATIVE VEGETATION MIXES: STRAW CONSISTING OF STALKS OF OATS, WHEAT, RYE OR OTHER CROPS WHICH ARE FREE FROM NOXIOUS AND INVASIVE SPECIES.
24. SEED MIXES:

A. WILDFLOWER SEED: PROVIDE IN MIXED FORMULATION AS SPECIFIED; SEED SHALL MEET THE FOLLOWING AS MINIMUM REQUIREMENTS.

1) PURITY: 98 PERCENT OR GREATER

2) GERMINATION RATE: 75 PERCENT OR HIGHER

3) CONTENT OF WEED AND/OR OTHER CROP SEED: 2.5 PERCENT OR LESS BY WEIGHT

B. WILDFLOWER AND NATIVE SEED MIXES SHALL BE APPLIED BY MECHANIZED METHOD, BY CALIBRATED DRILL SEEDER, BRILLION SEEDER OR CULTPACKER. BROADCAST SEEDING AND HYDROSEEDING METHODS ARE NOT PERMITTED.

C. ARRAY AREA SEED MIX: - PROVIDE SOLAR PARK SEED MIX MANUFACTURED BY MICHIGAN WILDFLOWER FARM OR APPROVED EQUAL.

1) SEEDING RATE: PER MANUFACTURER'S RECOMMENDATION

2) COVER CROP: MICHIGAN WILDFLOWER FARM - ANNUAL COVER CROP CONSISTING OF SEED OATS AND ANNUAL RYE OR APPROVED EQUAL. RATE: 15 LBS. PER ACRE.

3) FERTILIZER: NONE

4) MULCH: MULCH SEEDED AREAS WITH STRAW AT A RATE OF 2,000 LBS. PER ACRE. SECURE WITH A NON-ASPHALTIC TACKIFIER OR APPLY STRAW HYDRAULICALLY USING "HYDROSTRAW" HE ORIGINAL- NATURAL FIBER MULCH WITH BINDER" BY PROFILE PRODUCTS LLC OR APPROVED EQUAL.
- D. TEMPORARY SEED- SEE SHEET EROSION CONTROL PLAN AND DETAILS AND THE SWPPP.
25. SITE PREPARATION FOR SEEDING NATURALIZED AREAS:

A. COMPETITION FROM INVASIVE OR UNDESIRABLE VEGETATION IS THE MOST LIMITING FACTOR IN UPLAND MEADOW PREPARATION. PRIOR TO PLANTING, ALL SUCH VEGETATION MUST BE FULLY CONTROLLED. TYPICAL CONTROL STRATEGIES INCLUDE REPEATED TILLING, SMOTHERING WITH BLACK PLASTIC OR HERBICIDES.

1) TILLAGE STRATEGY: DISC HARROW EVERY TWO TO FOUR WEEKS FOR A ONE TO TWO MONTH PERIOD. THE UNDERLYING PREMISE OF THIS PROCESS IS THAT THE ROOT SYSTEM OF PERENNIAL SPECIES WILL BE WORN OUT TO THE POINT OF KILLING THE SPECIES. IN ADDITION, TILLAGE WILL STIMULATE GERMINATION OF DORMANT WEED SEED WHICH WILL BE KILLED BY SUBSEQUENT TILLAGE. PLANTING SHOULD NOT OCCUR UNTIL PERENNIAL SPECIES ARE COMPLETELY KILLED.

2) BLACK PLASTIC MAY BE LAID ACROSS TILLED OR UNTILLED SOIL AND ANCHORED DOWN BY BURYING THE EDGES IN SOIL OR BY LAYING BOARDS OR BRICKS ACROSS THE SURFACE. THIS PROTOCOL SHALL BE USED BE DURING THE GROWING SEASON WHERE THE INTENT IS TO FALL PLANT IN THE SAME YEAR OR SPRING PLANT THE FOLLOWING YEAR

3) HERBICIDE APPLICATION BY A LICENSED APPLICATOR USING A NON-SELECTIVE HERBICIDE IS THE MOST COMMON AND LATEST TIME-INTENSIVE PROTOCOL FOR CONTROLLING EXISTING VEGETATION. HERBICIDES ARE MOST EFFECTIVE ON ACTIVELY ROWING PLANT TISSUES; THEREFORE, THEY ARE VERY EFFECTIVE ON NEW GROWTH IN THE SPRING. SPRAYING SHOULD BEGIN WHEN GROWTH IS APPROXIMATELY 6" HIGH. ONE TO TWO WEEKS LATER, A FOLLOW-UP APPLICATION OF SPRAY MAY BE MADE TO ADDRESS SKIPS OR PERSISTENT SPECIES. IF SUBSTANTIAL PLANT TISSUES REMAIN ON THE SURFACE FOLLOWING A FULL KILL BY HERBICIDES, A CLOSE MOWING, TILLAGE OR BURNING MAY BE NECESSARY TO ACHIEVE GOOD SEED-TO-SOIL CONTACT.
26. ALL HERBICIDES SHALL BE APPLIED BY LICENSED TECHNICIANS IN COMPLIANCE WITH ALL STATE AND LOCAL REGULATIONS GOVERNING THE USED OF PESTICIDES AND IN STRICT ACCORDANCE WITH THE MANUFACTURER'S DIRECTIONS.
27. SEEDED VEGETATION - ESTABLISHMENT PERIOD MAINTENANCE: PROVIDED DURING THE TWO GROWING SEASONS FOLLOWING INSTALLATION

A. FIRST GROWING SEASON

1) WHENEVER CANOPY (OVERALL VEGETATION) REACHES A HEIGHT OF 18"- TRIM THE MEADOW TO A HEIGHT OF 8" (NOTE: A LAWN MOWER IS NOT RECOMMENDED AS THE MOWER HEIGHT WILL BE TOO LOW AND NATIVE SEEDLINGS WILL BE KILLED). THIS WILL REDUCE COMPETITION BY FAST-GROWING WEEDS FOR SUNLIGHT, WATER AND NUTRIENTS NEEDED BY SLOW-GROWING PERENNIAL NATIVES. MOWING SHOULD CEASE BY MID-SEPTEMBER.

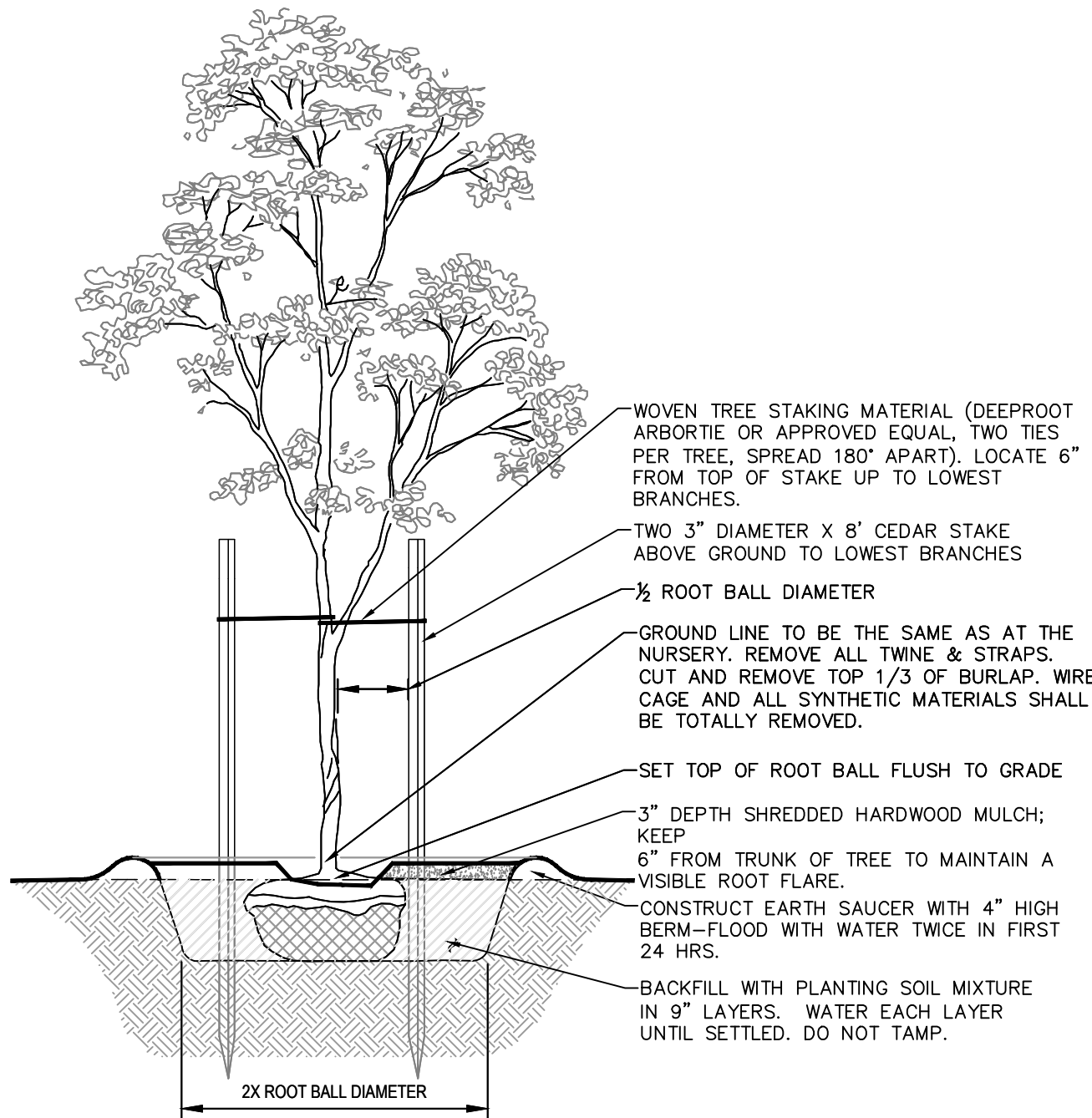
2) FOR SEEDINGS OF ANNUAL WILDFLOWER MIXES OR ANNUAL & PERENNIAL WILDFLOWER MIXES, PROBLEM WEEDS SHOULD BE HAND PULLED.

3) PROBLEM WEEDS SHOULD BE HAND PULLED OR SPOT SPRAYED WITH APPROVED HERBICIDES (SUCH AS ROUNDUP® OR RODEO®)

B. SECOND GROWING SEASON

1) PRIOR TO NEW SPRING GROWTH REACHING A HEIGHT OF 2" (E.G., SHORTLY AFTER FORSYTHIA OR REDBUD BLOOMS), TRIM ANY MATERIAL STANDING FROM THE PREVIOUS YEAR CLOSE TO THE GROUND (APPROXIMATELY 2"). THIS WILL ALLOW THE SOIL TO WARM MORE QUICKLY, WHICH WILL STIMULATE THE EMERGENCE AND GROWTH OF NATIVE SEEDLINGS AND REDUCE THE LIKELIHOOD OF THE MEADOW BEING INVADED BY SHRUBS.

2) PROBLEM WEEDS SHOULD BE HAND PULLED OR SPOT SPRAYED WITH AN APPROVED HERBICIDE.



- NOTE:**
1. REMOVE STAKES AND GUYS AT THE END OF THE FIRST GROWING SEASON AFTER PLANTING
2. PROVIDE A 5" DIA. MULCHED PLANTING BED AROUND EACH TREE.
3. OVERSEED TREE PLANTING PITS WITH NATURAL VEGETATION SEED MIX.

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DECIDUOUS TREE PLANTING

N.T.S.

ESTABLISHMENT PERIOD MAINTENANCE

1. BEGIN MAINTENANCE OPERATIONS IMMEDIATELY AFTER EACH PLANT IS PLANTED AND CONTINUE AS REQUIRED UNTIL ACCEPTANCE. WATER, MULCH, WEED, PRUNE, SPRAY, FERTILIZE, CULTIVATE, AND OTHERWISE MAINTAIN AND PROTECT PLANTS. RESET SETTLED PLANTS TO PROPER GRADE AND POSITION, RESTORE PLANTING SAUCERS, AND REMOVE DEAD, DISEASED, OR UNHEALTHY PLANT MATERIAL. TIGHTEN AND REPAIR STAKES AND WIRES. CORRECT DEFECTIVE WORK AS SOON AS POSSIBLE AFTER IT BECOMES APPARENT AND WEATHER AND SEASON PERMIT.
2. UPON COMPLETION OF THE PLANTING OPERATIONS, CLEAN UP PLANTED/SEEDED AREAS TO BE FREE OF STONES, CONTAINERS, TRASH AND OTHER WASTE AND DEBRIS.
3. PROVIDE WATERING TO SUPPLEMENT NATURAL PRECIPITATION DURING PERIODS OF DROUGHT AND AS NEEDED TO PROVIDE AN EQUIVALENT OF 1 INCH OF WATER PER WEEK UNTIL THE PLANTS HAVE ROOTED AND ARE ESTABLISHED.

A. MAKE PERIODIC INSPECTIONS TO DETERMINE MOISTURE CONTENT OF SOIL AND ADJUST WATERING SCHEDULE TO FIT CONDITIONS (IF APPLICABLE).

B. PROVIDE WATER FOR EXECUTION AND MAINTENANCE AT NO EXPENSE TO OWNER. FURNISH PORTABLE TANKS, PUMPS, HOSE, PIPE, CONNECTIONS, NOZZLES AND ANY OTHER EQUIPMENT REQUIRED TO TRANSPORT WATER FROM AVAILABLE OUTLETS AND APPLY IT TO SEEDED AREAS IN AN APPROVED MANNER.

C. WATER IN SUCH A MANNER AND AS FREQUENTLY AS IS DEEMED NECESSARY BY OWNER TO ASSURE CONTINUED GROWTH OF VEGETATION. WATER AREAS OF SITE IN SUCH A MANNER AS TO PREVENT EROSION DUE TO EXCESSIVE QUANTITIES APPLIED OVER SMALL AREAS TO AVOID DAMAGE TO FINISHED SURFACE DUE TO WATERING EQUIPMENT.
4. MAINTAIN ALL PLANT MATERIAL IN A HEALTHY, VIGOROUS GROWING CONDITION.
5. AFTER SEEDED VEGETATION GROWTH HAS STARTED, RESEED AND MULCH AREAS THAT FAIL TO SHOW UNIFORM STAND OF VEGETATION IN ACCORDANCE WITH THE DOCUMENTS AND AS SPECIFIED HEREIN. CONTINUE REPEATEDLY UNTIL AREAS ARE COVERED WITH SATISFACTORY GROWTH OF PERMANENT WITH NO BARE SPOTS OR WEED AREAS GREATER THAN 2 SF PRESENT.
6. PROVIDE MOWING ONLY AS SPECIFIED FOR EACH SEED MIX OR VEGETATION TYPE. MOW SEEDED AREAS WHEN VEGETATION HAS ATTAINED AT LEAST A HEIGHT OF 8-12 INCHES AND ROOTS ARE FIRMLY ESTABLISHED.
7. REMOVE FENCES, SIGNS, BARRIERS, OR OTHER TEMPORARY PROTECTIVE DEVICES AFTER FINAL ACCEPTANCE OF PLANTINGS AND SEEDED VEGETATION.
8. REMOVE AND REPLACE DISEASED, DISTRESSED, DEAD, OR REJECTED PLANTS PRIOR TO SUBSTANTIAL COMPLETION DATE. REPLACEMENTS SHALL BE PLANTS OF SAME VARIETY AND SIZE SPECIFIED ON THE DRAWINGS. FURNISH AND PLANT AS SPECIFIED HEREIN. REPLACEMENTS RESULTING FROM REMOVAL, LOSS, OR DAMAGE DUE TO OCCUPANCY OF PROJECT IN ANY PART, VANDALISM, PHYSICAL DAMAGE BY ANIMALS, VEHICLES, ETC. AND LOSSES DUE TO CURTAILMENT OF WATER BY LOCAL AUTHORITIES WILL BE APPROVED AND PAID FOR BY OWNER.
9. EXISTING AND NEW HERBACEOUS VEGETATION AREAS DAMAGED DURING PROCESS OF WORK SHALL BE RESTORED OR REPAIRED TO CONDITION SATISFACTORY TO THE OWNER. FILL GRADE, FERTILIZE, REPLANT, OR MULCH AS REQUIRED TO RESTORE TO THE CONTRACT REQUIREMENTS.

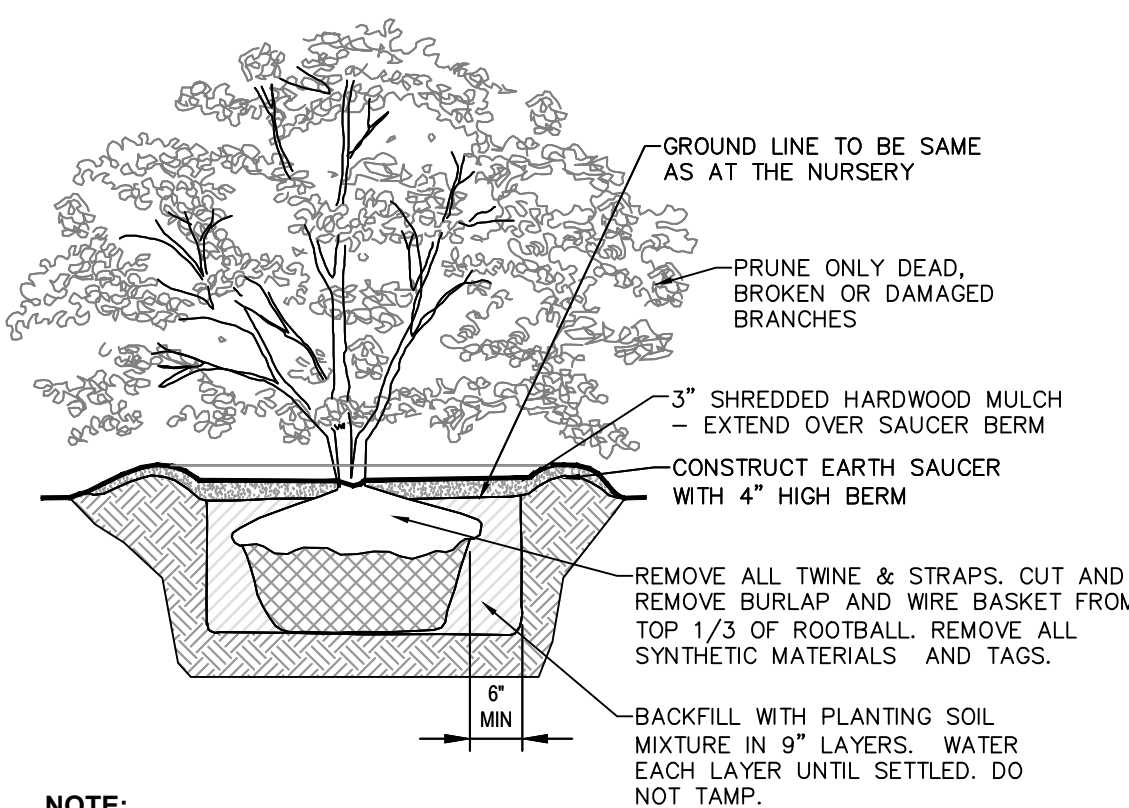
POST-ESTABLISHMENT MAINTENANCE

1. PROPOSED MAINTENANCE OF HERBACEOUS VEGETATION AREAS FOLLOWING THE ESTABLISHMENT PERIOD:

A. ARRAY AREA VEGETATION: SEASONAL OR ANNUAL MOWING MOWING.

B. VEGETATIVE BUFFER AND EXISTING NATURAL AREAS: ANNUAL OR BI-ANNUAL MOWING OR MORE AS NEEDED TO MAINTAIN PERMANENT NATIVE VEGETATION COVERAGE.

C. FACILITY ENTRANCES: PROVIDE BI-MONTHLY MOWING DURING THE GROWING SEASON TO MAINTAIN VEGETATION AT AN 18" MAX. HEIGHT OR AS SPECIFIED FOR HEALTHY NATURAL VEGETATION. MAINTAIN 20 FT CLEARANCE AROUND FACILITY PERIMETER FENCE ENTRANCE GATE. MAINTAIN 20 FT MINIMUM CLEARANCE ON BOTH SIDES OF THE ACCESS ROAD WHERE IT MEETS THE ROAD RIGHT-OF-WAY.
2. MAINTAIN PLANT MATERIALS (TREES AND SHRUBS) IN A HEALTHY, VIGOROUS GROWING CONDITION, TO MEET "CONSERVATION" AESTHETIC REQUIREMENTS: HEALTHY AND FREE FROM DISEASE, FREE FROM SIGNIFICANT PHYSICAL DAMAGE; CAPABLE OF PRODUCING SEED; CAPABLE OF PROVIDING HABITAT. REMOVE AND REPLACE PLANTS DETERMINED TO BE SUBSTANDARD PER THE APPROVED DOCUMENTS TO MEET VEGETATIVE BUFFERS REQUIREMENTS.
3. AREAS OF HERBACEOUS VEGETATION THAT FAIL TO MEET THE MINIMUM REQUIREMENTS FOR PERMANENT VEGETATION COVERAGE SHALL BE REPLANTED PER THE APPROVED DOCUMENTS TO ESTABLISH VEGETATION.



- NOTE:**
1. PROVIDE A 5' WIDE CONTINUOUS MULCHED PLANTING BED FOR LINEAR SHRUB PLANTING LAYOUT.
2. PROVIDE 5" DIA. MULCHED PLANTING PITS FOR INDIVIDUAL SHRUB PLANTINGS.
3. OVERSEED MULCHED PLANTING PITS WITH NATURAL VEGETATION SEED MIX.

3

L103

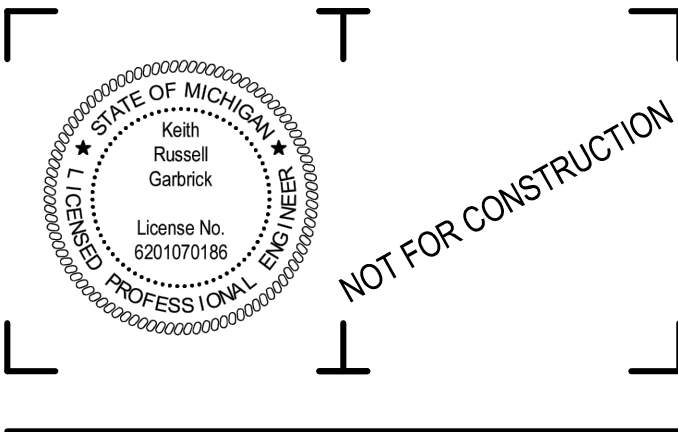
SHRUB PLANTING DETAIL

N.T.S.



300 State Street, Suite 201
Rochester, NY 14614
585-454-6110

labelapp.com



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LANDSCAPING NOTES

DRAWING NUMBER:

L103



Marshall Solar Project

Detailed Use Statement

Submitted to:

City of Marshall, Calhoun County, Michigan

Submitted by:

DG Marshall MI, LLC

8484 Westpark Dr, Suite 720

McLean, VA 22102

Date:

June 17, 2026

M A D I S O N E I . C O M



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1.0 Introduction

DG Marshall MI, LLC (Applicant) is petitioning the City of Marshall for a Site Plan and Special Land Use approval to allow for the development of the Marshall Solar Project (Project), a proposed 10.5-megawatt (MW) alternating current (AC) solar photovoltaic (PV) project located within the municipal jurisdiction of the City of Marshall, Calhoun County, Michigan. The proposed Project's address is 111 E. Oliver Dr, Marshall, MI 49068 located in the City of Marshall's Brooks Industrial Park on Parcel # 53-360-003-00 and #53-003-003-01.

The Applicant will own and operate the Facility with contact information outlined below:

- DG Marshall MI, LLC
8484 Westpark Dr, Suite 720
McLean, VA 22102

The narrative provided supplements the Site Plan and Special Land Use Application (Application) and provides a summary of the following topics:

- Project Purpose
- Existing Conditions
- Project Overview
- Project Components
- City of Marshall Large Solar Energy Systems Ordinance
- Additional Project Considerations

2.0 Project Purpose

The Project will generate clean, renewable energy to meet local energy demand for thousands of homes within the City of Marshall. In addition to providing clean and renewable energy, the proposed Project will increase grid resilience and stabilize their energy supply. The proposed Project will support City of Marshall's contribution to the state's renewable energy goals in its efforts to lessen energy production's impact on the environment and to take incremental steps to respond to climate change by producing 100% clean energy by 2040. The Project will benefit the local community by generating long-term and stable tax revenue that can be used to enhance local roads, schools and services.

A report dated May 13, 2026 prepared by Kevin Maynard, Director of Electric Utilities for the City of Marshall has been included in this Application, and documents the Project's benefits and need to the City of Marshall.

3.0 Existing Conditions

The Project is located within the Brooks Industrial Park on previously undeveloped agricultural and forested land adjacent to Brooks Field Airport in the City of Marshall. The site consists of two parcels zoned I-1 (Research and Manufacturing).



The site is encumbered by multiple existing gas lines, which limit its suitability for alternative development. Surrounding properties are predominantly zoned I-1, with adjacent parcels to the east zoned Agricultural within Fredonia and Marshall Townships.

Existing site conditions are further described in the Site Plan submitted with this Application.

4.0 Project Overview

The Project is a 10.5-MWac solar facility located on underutilized agricultural land and will generate clean, renewable electricity to serve the local community. The Project will occupy approximately 47 fenced acres within a ~70-acre site owned by the City of Marshall Local Development Finance Authority, located at the end of Oliver Drive in the Brooks Industrial Park adjacent to Brooks Field Airport. The Project is consistent with the intent of the I-1 (Research and Manufacturing) zoning district and compatible with surrounding industrial uses. It will comply with all applicable setback requirements and is located approximately 2,000 feet from the nearest residence, minimizing potential impacts. Temporary construction activity may occur during daylight hours; however, long-term operations will generate minimal traffic and noise.

The facility will consist of ground-mounted PV arrays on single-axis trackers with a maximum height of 15 feet. A 6-foot security fence with controlled access gates will enclose the site, which will be accessed via a new gravel drive. The facility will be designed and constructed in accordance with applicable industry standards and is not expected to produce emissions, odors, or other impacts that would affect public health, safety, or welfare.

The Project has an expected operational life of 25–35 years. The Applicant will maintain the facility, which will operate without daily on-site staff. At the end of its useful life, the Project will be decommissioned in accordance with a decommissioning plan which will be approved by the City of Marshall, and the site will be restored to pre-construction conditions.

5.0 Project Components

The Project will be designed and engineered by a Michigan-licensed professional engineer and constructed in accordance with applicable manufacturer specifications and industry standards.

The Project will include PV modules and racking, DC collection systems (cabling, conduits, and disconnects), inverters, an AC collection system, step-up transformers, utility interconnection infrastructure, and a perimeter security fence.

Project Equipment

The Project is expected to include approximately 19,000–20,000 solar modules (final count, model, and manufacturer subject to final design). Modules will be installed on single-axis trackers rotating east to west. A geotechnical investigation will inform foundation design prior to construction. Maximum array height (including inverters) will not exceed 15 feet.

Up to five equipment pads are anticipated, each consisting of inverters, medium-voltage transformers, and associated control equipment, typically installed on concrete pads. Final



equipment quantities and layout will be confirmed in engineering drawings submitted with the building permit application.

Electricity generated by the PV modules will be collected and converted from DC to AC at the inverters, stepped up in voltage through transformers, and delivered to the utility at the point of common coupling.

The Project will interconnect to the City of Marshall's distribution system via an existing 12.47-kV overhead line. All electrical infrastructure associated with the Project will be located within the fenced area.

6.0 City of Marshall Large Solar Energy Systems Ordinance

The City of Marshall Zoning Ordinance includes requirements for solar energy systems under Article 4.0 (Use Standards), including Article 4.53 (Solar Energy Systems). The Applicant understands that the Project is classified as a Large Solar Energy System and is therefore subject to Site Plan and Special Land Use approval.

The Applicant has reviewed applicable design standards in the City of Marshall Zoning Ordinance, including requirements for Large Solar Energy Systems within the I-1 (Research and Manufacturing) zoning district (Article 3.19), and has incorporated these requirements into the Site Plan for this Application. Further detail regarding the Site plan's compliance to the zoning ordinance is outlined below:

Approval Process and Professional Licensing

The Project is subject to review by the Planning and Joint Planning Commissions. The Site Plan was prepared and sealed by a Michigan-licensed professional engineer.

Site Screening

The Project will comply with all applicable I-1 zoning requirements. Evergreen landscaping will be installed along the eastern boundary to screen views from adjacent agricultural parcels.

Glare

The solar panels proposed for the Project will have anti-reflective coating to minimize glare. Modules with anti-reflecting coating are designed to absorb sunlight to generate electricity and minimize reflectivity. Glare from solar modules with anti-reflecting coated glass are expected to reflect as little as two percent of incoming sunlight which is roughly equivalent to the same fundamental glare as a snow bank.

On May 29, 2026, an Approach Path requirement was provided to the Applicant as it relates to nearby Brooks Field Airport which concluded that Project was not within the Airport's approach path noting that the closest corner of the Project is approximately 2,500 feet away.

On March 18, 2026, the Federal Aviation Administration (FAA) conducted an aeronautical study based on a preliminary design of the Project. The FAA concluded that the Project does not exceed obstruction standards and thus received a Determination of No Hazard to Air Navigation. The



Applicant will submit an updated review with the FAA as the design is finalized and coordinate with the Michigan Department of Transportation for final aeronautics review.

Maintenance, Abandonment, and Decommissioning

The Applicant has capabilities to remote monitor the project with full-time electric engineers. In the event an anomaly is identified, the applicant will dispatch maintenance technicians to investigate any equipment failures and resolve them in a timely fashion. In addition to reactive repairs, the Applicant will conduct annual periodic inspections to ensure that the Project is operating accordingly. In addition to these requirements, the Applicant has committed to a contractual production guarantee to ensure that the project is consistently providing output at a high performance.

Six months prior to commencement of operation, the Applicant will provide a decommissioning plan which will be approved by the City of Marshall Local Development Finance Authority. The decommissioning plan must outline a schedule, recycling commitments where practicable, and a completion deadline to complete activities within 360 days. All decommissioning costs will be borne by the Applicant.

Roof-Mounted Solar Energy Systems and Height Limits

This is not applicable to the Project.

Setback Requirements

The Project will be in compliance with the applicable setbacks requirements within the I-1 (Research and Manufacturing) zoning district.

Height Limit

Solar arrays, including inverters, will be at a maximum height of 15 feet above ground, a height unimposing to local residents and well below the height limit prescribed by the zoning guidelines for Large Solar Energy Systems in the I-1 (Research and Manufacturing) zoning districts.

Fencing

All mechanical equipment will be enclosed by a six-foot-high fence with a locking gate to prevent unauthorized access.

7.0 Additional Project Considerations

In addition to ordinance requirements (Section 6), the following supplemental considerations provide additional context for the Project.

Vehicular Traffic, Parking, and Equipment Staging

The Project will be designed to consider the safe and efficient movement of vehicles within the site and the surrounding areas. Traffic may temporarily increase during construction; however, long-term operations will generate minimal traffic limited to occasional maintenance visits. All vehicles will access and park within the site and will not impede public roads.



A temporary laydown area will be used during construction for materials, equipment, and staging. This area will be removed following construction, and the site will be restored. No permanent parking is required, as the facility is not open to the public.

Noise

The Project is expected to generate minimal operational noise and limited to standard electrical equipment (inverters and transformers) which operate primarily during daylight hours. Given the industrial setting and existing vegetation, sound is expected to be comparable to a steady refrigerator-type hum and will not resemble louder or intermittent industrial noise.

Fire Department Requirements and Coordination

The Project will present minimal fire and safety concern and will be designed and operated in compliance with applicable fire and electrical codes, including NEC, NFPA, IFC, and applicable UL standards. The likelihood of a fire event at a properly designed, installed, and maintained solar facility is low, and in the uncommon event of a fire, the more likely areas of concern are electrical components such as inverters, transformers, combiner boxes, and associated wiring rather than the solar modules themselves. The Project's fire and safety measures include code-compliant equipment, fire access roads, approved gates and emergency access controls, equipment labeling and site signage, maintained vegetation management, and coordination with the local fire department on emergency response procedures. Unlike facilities with occupied buildings or fuel storage, a solar-only ground-mount project has a relatively limited fire profile, and the expected fire department role is focused on safe site access, isolation of electrical equipment, and prevention of fire spread beyond the project boundary.

The Applicant is committed to meeting requirements for the Project as outlined by the City of Marshall Fire Department which included but are not limited to design requirements, coordinating the emergency response approach, and more. The Applicant will offer an orientation to the Fire Department anticipated to be conducted prior to operation which includes an on-site walkthrough of the facility, review of the Emergency Response Plan, identification of access points and equipment, and discussion of site-specific hazards and fire response procedures so first responders are prepared to safely manage any incident.

Environmental Review (Leaching, Wetlands, T&E, and Coordination with MDNR, EGLE, etc.)

The Project has coordinated with the Michigan Department of Environment, Great Lakes, and Energy (EGLE), the Michigan Department of Natural Resources (MDNR), the U.S. Fish and Wildlife Service (USFWS), and the Michigan Natural Features Inventory (MNFI).

With respect to wetlands, the Applicant has provided a Wetland Identification report from EGLE which identified one regulated wetland and one unregulated wetland. The Project has been designed to avoid impacts to the EGLE-jurisdictional wetland.

Regarding threatened and endangered species, the Applicant received initial responses for both State and Federal Listed Species which outlined that the Project is unlikely to have any adverse



impacts. The Applicant continues to coordinate with State and Federal agencies and will comply with any applicable requirements set forth on the Project.

The U.S. Environmental Protection Agency states that solar panels are safe during use and that working panels do not leach toxic metals because the internal materials are enclosed within durable glass and polymer encapsulation that prevents leaching under normal operating conditions. In addition, project construction and stormwater controls are designed to prevent construction-related pollutants from reaching nearby wetlands or surface waters.

Based on the foregoing, the Project represents a carefully coordinated and low-impact development from an environmental standpoint: jurisdictional wetlands have been identified and are being avoided, agency coordination on threatened and endangered species has been undertaken, and the solar modules proposed for use are manufactured as sealed products that EPA states do not leach toxic metals during normal operation. Lastly, the Project includes construction and stormwater controls intended to prevent construction-related pollutants (if any) from reaching nearby wetlands or surface waters.

Impact to Municipal Services / Public Utilities

The facility will not require water, sewer, or permanent waste services. Construction waste will be removed offsite; no operational waste streams are anticipated.

Stormwater Management, Soil Erosion, and Sediment Control

The design of the Project will account for the existing soil capabilities and provides for appropriate drainage and stormwater management. Where required, earthwork will include site grading to create finished grade slopes suitable for racking installation, a retention basin, and other storm water management improvements. All earthwork/stormwater management activities will comply with the Calhoun County Technical Resources Manual standards.

A Soil Erosion and Sediment Control Plan will be prepared by a Michigan-licensed professional engineer and submitted for approval to Calhoun County in accordance with Part 91 of the Natural Resources and Environmental Protection Act prior to construction.

ALTA/NSPS LAND TITLE SURVEY

EXHIBIT "A" LEGAL DESCRIPTION PER ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO.: 131242650NTS, COMMITMENT DATE: OCTOBER 31, 2024:

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN.

PARCEL 1:

THE WEST 78 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1,
TOWNSHIP 3 SOUTH, RANGE 6 WEST, FREEDONIA TOWNSHIP (NOW CITY OF MARSHALL),
CALHOUN COUNTY, MICHIGAN, EXCEPT THAT PORTION CONVEYED IN LIBERTY #278, PAGE
10, BEING 50 ACRES, BEING 50 ACRES, BEING 50 ACRES, BEING 50 ACRES, BEING 50 ACRES,
CORNER OF SAID SECTION 1; THENCE SOUTH 89 DEGREES 55 MINUTES 19 SECONDS EAST
(BASIS OF BEARING NDA 83 SPC MICHIGAN SOUTH ZONE 2113) 75.00 FEET ALONG THE
NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89
DEGREES 55 MINUTES 19 SECONDS EAST 100 FEET TO THE POINT OF BEGINNING OF SAID
SECTION; THENCE SOUTH 00 DEGREES 57 MINUTES 20 SECONDS EAST 980.02 FEET;
THENCE NORTH 69 DEGREES 13 MINUTES 02 SECONDS WEST 188.37 FEET ALONG A LINE
BEING 30 FEET NORTHEASTERLY (PERPENDICULAR MEASURED) AND PARALLEL WITH AN
ADJACENT BEARING PART OF THE 100 DEGREES 57 MINUTES 20 SECONDS WEST 913.41 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NO. 53-003-003-01

PARCEL 25

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 6 WEST, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN.

EXCEPT PREMISES CONVEYED TO THE CITY OF MARSHALL BY DEED RECORDED IN LIBER 818 OF DEEDS, PAGE 553, MORE PARTICULARLY DESCRIBED AS: BEGINNING ON THE NORTH LINE OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 6 WEST, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN, AT A POINT FOURTEEN-HUNDRED (1400) FEET SOUTH OF THE CENTER OF SAID SECTION; THENCE NORTH FOURTEEN-HUNDRED (1400) FEET; THENCE EASTERLY ALONG THE EAST-WEST LINE OF SAID SECTION 36 TO THE NORTH LINE OF SECTION 35; THENCE NORTH; THENCE SOUTH SIXTEEN-HUNDRED (1600) FEET; THENCE NORTHWESTERLY TO THE POINT OF BEGINNING CONTAINING FORTY-FIVE (45) ACRES MORE OR LESS AND LOCATED IN THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 6 WEST, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN.

ALSO BEING KNOWN AND DESCRIBED AS FOLLOWS:

SW 1/4 OF SE 1/4 OF SEC 36, TOWNSHIP 2 SOUTH, RANGE 6 WEST, MARSHALL TOWNSHIP, EXCEPT BEGINNING AT THE NORTHWEST CORNER THEREOF; THENCE EAST 1,320 FEET; THENCE SOUTH 280 FEET; THE NORTHWESTERLY TO A POINT 80 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 80 FEET TO POINT OF BEGINNING.

TAX PARCEL NO. 53-360-003-00

SCHEDULE B, PART II – EXCEPTIONS PER ALTA COMMITMENT FOR TITLE INSURANCE
ISSUED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO.: 131242650NTS,
COMMITMENT DATE: OCTOBER 31, 2024:

3. ANY INTEREST IN ANY OIL, GAS AND/OR MINERALS, AS DISCLOSED BY DOCUMENT ENTITLED: MICHIGAN OIL AND GAS LEASE
RECORDING DATE: JULY 25, 1940
RECORDING NO: LIBER 465, PAGE 319
THE PRESENT OWNERSHIP OR ANY OTHER MATTERS AFFECTING SAID OIL, GAS
AND/OR MINERALS ARE NOT SHOWN HEREIN.
RESPONSE: COVERS SUBJECT PROPERTY AND ADDITIONAL LAND, BLANKET IN NATURE.
4. EASEMENT(S) AND THE TERMS, COVENANTS, CONDITIONS, AND PROVISIONS OF RIGHT-OF-WAY GRANT IN FAVOR OF PANHANDLE EASTERN PIPE LINE COMPANY AS SET FORTH BELOW:
RECORDING NO: LIBER 494, PAGE 107
AFFECTED BY AFFIDAVIT AND NOTICE OF LOCATION PANHANDLE EASTERN PIPE LINE COMPANY FACILITIES RECORDED IN LIBER 1636, PAGE 456.
RESPONSE: COVERS PARCEL 2, LOCATION AND WIDTH NOT SPECIFIED, LOCATIONS OF PIPELINES AS SHOWN HEREON.
5. EASEMENT(S) AND THE TERMS, COVENANTS, CONDITIONS, AND PROVISIONS OF PIPE LINE EASEMENT IN FAVOR OF WOLVERINE PIPE LINE COMPANY AS SET FORTH BELOW:
RECORDING NO: LIBER 679, PAGE 287
AFFECTED BY AGREEMENT PARTIALLY RELEASING AND AMENDING PIPE LINE EASEMENT RECORDED IN LIBER 1053, PAGE 185.
RESPONSE: COVERS SUBJECT PROPERTY, AS SHOWN HEREON.
6. EASEMENT(S) AND THE TERMS, COVENANTS, CONDITIONS, AND PROVISIONS OF RIGHT OF WAY GRANT IN FAVOR OF MICHIGAN GAS UTILITIES COMPANY AS SET FORTH BELOW:
RECORDING NO: LIBER 871, PAGE 764
AFFECTED BY ASSIGNMENT OF EASEMENTS RECORDED IN LIBER 3138, PAGE 463.
RESPONSE: COVERS SUBJECT PROPERTY, AS SHOWN HEREON.
7. EASEMENT(S) AND THE TERMS, COVENANTS, CONDITIONS, AND PROVISIONS OF RIGHT OF WAY GRANT IN FAVOR OF MICHIGAN GAS UTILITIES COMPANY AS SET FORTH BELOW:
RECORDING NO: LIBER 885, PAGE 414
AFFECTED BY ASSIGNMENT OF EASEMENTS RECORDED IN LIBER 3138, PAGE 463.
RESPONSE: COVERS SUBJECT PROPERTY AND LAND TO EAST, AS SHOWN HEREON.
8. EASEMENT(S) AND THE TERMS, COVENANTS, CONDITIONS, AND PROVISIONS OF RIGHT OF WAY AND EASEMENT GRANT IN FAVOR OF LAKEHEAD PIPE LINE COMPANY, INC. AS SET FORTH BELOW:
RECORDING NO: LIBER 912, PAGE 94
AFFECTED BY CONVEYANCE, ASSIGNMENT AND BILL OF SALE RECORDED IN LIBER 1598, PAGE 78
AFFECTED BY AMENDMENT TO RIGHT-OF-WAY AND EASEMENT GRANT RECORDED IN LIBER 3724, PAGE 881
AFFECTED BY AMENDMENT TO RIGHT-OF-WAY AND EASEMENT GRANT RECORDED IN LIBER 3724, PAGE 886.
RESPONSE: COVERS SUBJECT PROPERTY, AS SHOWN HEREON.
9. EASEMENT(S) AND THE TERMS, COVENANTS, CONDITIONS, AND PROVISIONS OF RIGHT-OF-WAY AND EASEMENT GRANT IN FAVOR OF VECTOR PIPELINE L.P. AS SET FORTH BELOW:
RECORDING NO: LIBER 2099, PAGE 447
AFFECTED BY AFFIDAVIT AS TO PROPERTY RECORDED IN LIBER 2192, PAGE 625.
RESPONSE: COVERS PARCEL 1, AS SHOWN HEREON.
10. EASEMENT(S) AND THE TERMS, COVENANTS, CONDITIONS, AND PROVISIONS OF RIGHT-OF-WAY AND EASEMENT GRANT IN FAVOR OF VECTOR PIPELINE L.P. AS SET FORTH BELOW:
RECORDING NO: LIBER 2099, PAGE 451
AFFECTED BY AFFIDAVIT AS TO PROPERTY RECORDED IN LIBER 2192, PAGE 627.
RESPONSE: COVERS PARCEL 2, AS SHOWN HEREON.
11. EASEMENT(S) AND THE TERMS, COVENANTS, CONDITIONS, AND PROVISIONS OF RIGHT OF WAY GRANT IN FAVOR OF MICHIGAN GAS UTILITIES COMPANY AS SET FORTH BELOW:
RECORDING NO: LIBER 3116, PAGE 720
AFFECTED BY PARTIAL RELEASE OF EASEMENT/MICHIGAN RECORDED IN LIBER 4300, PAGE 834.
RESPONSE: COVERS PARCEL 2, AS SHOWN HEREON.
12. EASEMENT(S) AND THE TERMS, COVENANTS, CONDITIONS, AND PROVISIONS OF CATHODIC PROTECTION EASEMENT IN FAVOR OF WOLVERINE PIPE LINE COMPANY AS SET FORTH BELOW:
RECORDING NO: LIBER 3803, PAGE 901.
RESPONSE: COVERS PARCEL 2, AS SHOWN HEREON.
13. THE TERMS, COVENANTS, CONDITIONS, AND PROVISIONS OF CITY OF MARSHALL - TOWNSHIP OF MARSHALL CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY AS SET FORTH BELOW:
RECORDING NO: LIBER 4217, PAGE 919.
RESPONSE: COVERS PARCEL 2, BLANKET IN NATURE.
14. EASEMENT(S) AND THE TERMS, COVENANTS, CONDITIONS, AND PROVISIONS OF ACCESS AND USE AGREEMENT AS SET FORTH BELOW:
RECORDING NO: LIBER 4276, PAGE 293.
RESPONSE: EXHIBIT A EASEMENT AS SHOWN HEREON, EXHIBIT COVERS PARCEL 1 EXCEPTION PARCEL.
15. EASEMENT(S) AND THE TERMS, COVENANTS, CONDITIONS, AND PROVISIONS OF ACCESS AND UTILITY EASEMENT AGREEMENT AS SET FORTH BELOW:
RECORDING NO: LIBER 4276, PAGE 293
RESPONSE: EXHIBIT A COVERS PARCEL 1, EXHIBIT B COVERS PARCEL 1 EXCEPTION, EXHIBIT C EASEMENT AS SHOWN HEREON.
16. EASEMENT(S) AND THE TERMS, COVENANTS, CONDITIONS, AND PROVISIONS OF GAS EASEMENT IN FAVOR OF MICHIGAN GAS UTILITIES CORPORATION AS SET FORTH BELOW:
RECORDING NO: LIBER 4281, PAGE 276.
RESPONSE: COVERS SUBJECT PROPERTY, AS SHOWN HEREON.
17. EASEMENT(S) AND THE TERMS, COVENANTS, CONDITIONS, AND PROVISIONS OF AGREEMENT FOR ACCESS ROAD AS SET FORTH BELOW:
RECORDING NO: LIBER 4311, PAGE 45.
RESPONSE: COVERS PARCEL 1 EXCEPTION, REFERENCES LIBER 4276, PAGE 293 AND LIBER 4276, PAGE 299.
18. EASEMENT(S) AND THE TERMS, COVENANTS, CONDITIONS, AND PROVISIONS OF GAS EASEMENT IN FAVOR OF MICHIGAN GAS UTILITIES CORPORATION AS SET FORTH BELOW:
RECORDING NO: LIBER 4451, PAGE 898.
RESPONSE: COVERS PARCEL 1, AS SHOWN HEREON.
19. EASEMENT(S) AND THE TERMS, COVENANTS, CONDITIONS, AND PROVISIONS OF GAS EASEMENT IN FAVOR OF MICHIGAN GAS UTILITIES CORPORATION AS SET FORTH BELOW:
RECORDING NO: LIBER 4608, PAGE 877.
RESPONSE: COVERS PARCEL 1, AS SHOWN HEREON.
20. EASEMENT(S) AND THE TERMS, COVENANTS, CONDITIONS, AND PROVISIONS OF GAS EASEMENT IN FAVOR OF MICHIGAN GAS UTILITIES CORPORATION AS SET FORTH BELOW:
RECORDING NO: LIBER 4641, PAGE 879.
RESPONSE: COVERS PARCEL 2, AS SHOWN HEREON.



Know what's below.

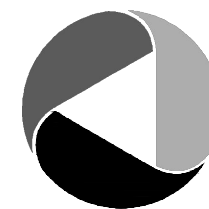
Call before you dig

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE
SOLE RESPONSIBILITY OF THE
CONTRACTOR; NEITHER THE OWNER
NOR THE ENGINEER SHALL BE
EXPECTED TO ASSUME ANY
RESPONSIBILITY FOR SAFETY OF THE
WORK, OF PERSONS ENGAGED IN THE
WORK, OF ANY NEARBY STRUCTURES,
OR OF ANY OTHER PERSONS.

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SECTION 1, TOWN 3 SOUTH, RANGE 6 WEST, FREDONIA TOWNSHIP
SECTION 36, TOWN 2 SOUTH, RANGE 6 WEST, MARSHALL TOWNSHIP
CALHOUN COUNTY
STATE OF MICHIGAN

ANS GEO
ALTA/NSPS LAND TITLE SURVEY
MARSHALL SOLAR
LOCATED IN

[illegible]



STATE OF MICHIGAN - CALHOUN COUNTY
RECORDED
01/19/2018 3:18:52 PM
ANNE B. NORLANDER - CLERK/REGISTER OF DEEDS

RECEIPT# 2908, STATION 10
\$30.00 DEED



LIBER 4203 PAGE 54

CORRECTIVE QUIT CLAIM DEED

The Grantor, THE CITY OF MARSHALL, a Michigan municipality, whose address is 323 West Michigan Avenue, Marshall, 49068 quitclaims to the Grantee, THE CITY OF MARSHALL LOCAL DEVELOPMENT FINANCE AUTHORITY, formed pursuant to Act 281 of 1986, whose address is 323 West Michigan Avenue, Marshall, 49068, the premises in the City of Marshall, Calhoun County, Michigan, described as:

SEE EXHIBIT A

for the full consideration of One (\$1.00) dollar and other valuable consideration.

This transfer is exempt from the Real Estate Transfer Tax; MCL 207.505 (a) and (h)(i); and MCL 207.526 (a) and (h)(i).

The Grantor grants to the Grantee the right to make all (100%) divisions available under section 108 of the Land Division Act, Act No 288 of the Public Acts of 1967, as amended. Grantor intends to transfer to Grantee the right to make all divisions Grantor may have under the Act.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices that may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act

This deed is made and recorded, in part, to correct an omission in the legal description in a deed between Grantor and Grantee recorded on July 21, 2017 in Liber 4156, Page 636, Calhoun County Records.

Date: January 19, 2018



Signed by:

THE CITY OF MARSHALL, a
Michigan municipality

Trisha Nelson
By: Trisha Nelson, Its City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me on January 19 2018, by The City of Marshall, a Michigan municipality, by Trisha Nelson, Its City Clerk

Tracy L Hall
Tracy Hall, Notary Public
Calhoun County, Michigan
My commission expires: 10-19-18
Acting in Calhoun County, Michigan

Drafted Without Opinion as to
Tax, Division Rights, or Title Matters By:
Robert T. Kendall, III (P29862)
MARCOUX, ALLEN,
BOWER & KENDALL, P.C.
145 South Jackson Street
Jackson, Michigan 49201-2293

TRACY L. HALL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CALHOUN
My Commission Expires 10/19/2018
Acting in the County of Calhoun



EXHIBIT A
LEGAL DESCRIPTION

Parcel No. 1:

Land situated in the City of Marshall, County of Calhoun, State of Michigan, described as follows:

The Southeast 1/4 AND the East 1/2 of the Southwest 1/4 AND the Southeast 1/4 of the Northeast 1/4, all in Section 1, Town 3 South, Range 6 West, City of Marshall, Calhoun County, Michigan

Commonly known as: Stuart Lake – West of – Vacant Land, Marshall, Michigan.
Parcel No. 53-003-002-00

Parcel No. 2:

Land situated in the City of Marshall, County of Calhoun, State of Michigan, described as follows:

The West 78 acres of the West 1/2 of the Northeast 1/4 of Section 1, Township 3 South, Range 6 West, Fredonia Township, Calhoun County, Michigan.

Commonly known as: East of Industrial Park – Vacant Land, Marshall, Michigan.
Parcel No. 53-003-003-00

Parcel No. 3: Quigley Property:

The West one-half (W 1/2) of the Southwest Quarter (SW 1/4) of Section One (1), Town Three (3) South, Range Six (6) West. Township of Fredonia, Calhoun County, Michigan.
Subject to easements, restrictions, reservations and exceptions of record.

Commonly known as: 11300 Old US27 South, Marshall, Michigan.
Parcel No. 53-003-100-00



STATE OF MICHIGAN - CALHOUN COUNTY
RECORDED
04/16/2013 8:32:04 AM
ANNE B. NORLANDER - CLERK/REGISTER OF DEEDS
RECEIPT # 110709, STATION 8
\$17.00 MORTGAGE



LIBER 3794 PAGE 91

QUIT CLAIM DEED

THE GRANTOR, THE CITY OF MARSHALL, a Michigan Municipal Corporation, whose address is 323 W. Michigan Avenue, Marshall, MI 49068, conveys and quit claims to the CITY OF MARSHALL LOCAL DEVELOPMENT FINANCE AUTHORITY, an authority created under Michigan compiled law §125.2153, whose address is: 323 W. Michigan Avenue, Marshall, MI 49068, the following described premises situated in the City of Marshall, County of Calhoun, and State of Michigan to-wit:

The West ½ of the Southeast ¼ of Section Number 36, in Township Number 2 South of Range 6 West, Marshall Township, Calhoun County, Michigan.

EXCEPT premises conveyed to the City of Marshall by deed recorded in Liber 818 of Deeds at Page 553.

ALSO a right-of-way over the South 33 feet of the Southwest ¼ of Section 36, Town 2 South, Range 6 West, Calhoun County, Michigan.

Subject to easements, restrictions, reservations and exceptions of record.

Tax Parcel No. 13-16-360-003-00

AND

The West 78 acres of the West ½ of Northeast ¼ of Section 1, Township 3 South of Range 6 West, Fredonia Township, Calhoun County, Michigan.

Subject to easements, restrictions, reservations and exceptions of record.

Tax Parcel No. 13-11-101-006-00 (Part of)

(Part of) Tax Parcel No.: 53-003-150-00

for the sum of Zero Dollars (\$0.00)

✓ Exemption is claimed from State and County Transfer taxes under MCL 207.526(h)(i) and MCL 207.505(h)(i)



STATE OF MICHIGAN - CALHOUN COUNTY
FILED
04/11/2013 11:33:58 AM
ANNE B. NORLANDER - CLERK/REGISTER OF DEEDS

17 - cash

mike Hinderach

um



This property may be located within the vicinity of farmland or a farm operation. Generally accepted agriculture and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The grantor grants to the grantee the right to make 2 available divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967 and all divisions or splits allowed pursuant to Section 108(3) of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Date: 4/10/13

Trisha Nelson
By: Trisha Nelson
Its: City Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this 10th day of April 2013, by Trisha Nelson, City Clerk for the City of Marshall, on behalf of said municipal corporation.

MICHAEL D. HINDENACH
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CALHOUN
My Commission Expires 01/24/2016
Acting in the County of Calhoun

[Signature]
Notary Public, Calhoun County, MI
My commission expires: 1/24/2016

When Recorded Return to and Send Subsequent Tax Bills to: 2nd Party
Drafted (w/o title opinion)
✓ By: Paul K. Beardslee (P42177) , 208 W. Michigan Ave., Marshall, MI 49068 269/781-9090

Tax Parcel # _____ Recording Fee _____ Transfer Tax _____



ADMINISTRATIVE REPORT

TO: Billy Chan
Senior Manager, Development (Northeast)
Madison Energy Infrastructure

FROM: Kevin Maynard, Director of Electric Utilities

DATE: May 13, 2026

SUBJECT: DG Marshall MI Solar Project Overview

In November 2023, Michigan Senate Bill (SB) 271 was approved by Gov. Gretchen Whitmer, establishing Public Act (PA) 235. PA 235 amended 2008 PA 295 requiring all Michigan electric providers – investor owned, cooperative and municipal electric utilities (including the City of Marshall Electric Department) – to prepare and file Renewable Energy Plans and Energy Waste Reduction plans that conform to PA 235 requirements

PA 235 requires each electric utility to file plans every two years forecasting the resources needed to comply with renewable energy supply portfolio requirements established by the Act

Michigan renewable energy requirements increase over time:

- 15% renewable energy through 2029
- 50% renewable energy from 2030 through 2034
- 60% renewable energy beginning in 2035
- 100% renewable and “clean” energy beginning in 2040

Currently, the City’s power supply portfolio includes approximately 25% renewable energy. The Marshall Hydroelectric Project supplies approximately 1% of the City’s annual energy requirements. Other renewable resources include five hydroelectric generating facilities located at U.S. Army Corps of Engineers locks and dams on the Ohio River. The City also receives hydroelectric energy from the Oconto Falls (Wisconsin) and Menominee (Michigan) hydroelectric projects. There are currently no solar energy resources in the City’s power supply portfolio.

The additional 25% renewable resources required by 2030 can be provided by:

Constructing additional renewable energy resources such as solar, wind, hydroelectric or landfill gas to energy; increasing Marshall Hydroelectric Project energy production; purchasing power from renewable energy facilities that include energy and Renewable Energy Certificates/Credits (RECs); purchasing Michigan-certified RECs (through 2034) from third parties; or a combination of the above.

AMP, on behalf of MSCPA communities Marshall, Clinton, Coldwater and Hillsdale, has negotiated with solar developer Madison Energy Infrastructure (MEI) to construct a solar facility in Marshall. The proposed 10.5-MW Marshall site is approximately 70 acres at the east end of Oliver Drive, south of Brooks Field airport.

MEI subsidiary DG Marshall MI, LLC, leased the 70-acre solar site from the City of Marshall Local Development Finance Authority (LDFA) to construct, operate and maintain this 10.5-MW solar energy installation. The initial lease term is 25 years with two optional five-year extensions. Taxes captured by the LDFA from the solar installation are expected to be \$2/installed kW (approximately \$21,000) annually.

The DG Marshall MI solar energy project will be electrically interconnected with two City of Marshall 12,470-volt distribution feeders from Brooks Substation and Pearl Street Substation near the site. Energy generated at the facility will offset market power purchases from the Midcontinent Independent System Operator (MISO) Locational Marginal Price (LMP), providing greater power supply cost certainty.

Advantages of the proposed DG Marshall MI solar site include:

- The parcel is owned by the City/LDFA
- The parcel is zoned Industrial and is located in an industrial area
- The site is screened by buildings along Oliver Drive, the airport is on its north side, and there is a wooded areas/no structures east and south of the site
- Multiple pipeline easements across the parcel limit other land use options
- The site is close to the City's Brooks Substation and Pearl Street Substation
- The City needs more State of Michigan and MISO capacity to meet its capacity requirements.
- The solar power purchase agreement includes capacity, energy and RECs
- The energy rate is fixed for 25 years

Key terms include:

- Marshall receives a 5.75 MW project allocation
- 25-year Power Purchase Agreement (PPA)
- Take and pay – only pay for energy delivered by DG Marshall MI to the Marshall

electric distribution system

- 25-year fixed rate is \$70.31/MWh (\$0.07031/kWh)
- Price includes capacity credits and Renewable Energy Credits/Certificates (RECs)



GRETCHEN WHITMER
GOVERNOR

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



PHILLIP D. ROOS
DIRECTOR

December 19, 2025

VIA EMAIL

Bruce Jones
WSP USA
6011 West Saint Joe Highway
Suite 400
Lansing, Michigan 48917

Dear Bruce Jones:

SUBJECT: Wetland Identification Report:
MiEnviro Site Name: 13-NextEra Marshall Solar Project-Marshall Twp and
Fredonia Twp
MiEnviro WIP Application Submission Number: HQE-FH2P-ZG55X

The Department of Environment, Great Lakes, and Energy's (EGLE), Water Resources Division (WRD) conducted a Level 3 Wetland Identification Program (WIP) review of an assessment area consisting of approximately 65.5 acres on property (53-360-003-00, 53-003-003-01) located in Town 02S, Range 06W, Section 06, Marshall Township; and Town 03S, Range 06W, Section 01, Fredonia Township (Figure 1) during September 23, 2025. The review was conducted in accordance with Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); and Rule 4(1), Wetland Identification and Assessment (R 281.924), of the Administrative Rules for Part 303. This is a report of our findings in response to your WIP application.

Staff from the WRD reviewed pertinent information such as historical aerial imagery, topographic mapping data, soils survey data, and surface hydrology data. The on-site investigation was conducted with your wetland consultant present and included a review of plants, hydrology, and soils.

Staff confirm, in part, the wetland boundary lines delineated by your consultant. One wetland (i.e., a 0.05-ac wetland extension of Wetland W-01, southwest corner of the WIP site) was overlooked and omitted by the consultant. Evidence showed that the area exhibits wetland hydrology during a typical growing season.

The site map (Figure 2) of the WIP assessment area was created by combining information from your consultant and the WRD. The new map identifies areas containing regulated wetland, unregulated wetland, and non-wetland (upland).

Wetland W-01 within the assessment area is regulated by the WRD because of wetland size and/or contiguity to a pond, lake, or stream. For the area [approx. 0.2 acre total on site] identified as regulated wetland on the site map (Figure 2), please be advised that any of the following activities require a permit under Part 303:

- a) Deposit or permit the placing of fill material in a regulated wetland.
- b) Dredge, remove, or permit the removal of soil or minerals from regulated wetland.
- c) Construct, operate, or maintain any use or development in a regulated wetland.
- d) Drain surface water from a regulated wetland.

The unregulated Wetland W-02 is not regulated by the WRD because it is not contiguous to the Great Lakes, an inland lake or pond, or a river or stream; and is less than five acres in size. For those areas identified as non-wetland (upland) on the site map (Figure 2), the WRD lacks jurisdiction under Part 303 for activities occurring there.

This Wetland Identification Report is limited to findings pursuant to Part 303 and does not constitute a determination of jurisdiction under other programs administered by EGLE. Any land use activities undertaken within the assessment area may be subject to regulation pursuant to the NREPA under Part 91, Soil Erosion and Sedimentation Control.

Please be aware that this Wetland Identification Report does not constitute a determination of the jurisdiction under local ordinances or federal law. The United States Army Corps of Engineers (USACE) retains regulatory authority over certain wetlands pursuant to Section 404 of the federal Clean Water Act (CWA), and specifically those wetlands associated with traditionally navigable waters of the state. Navigable waters are generally the Great Lakes, their connecting waters, and river systems and lakes connected to these waters. In other areas of the state, the WRD is responsible for identification of wetland boundaries for purposes of compliance with the CWA under an agreement with the United States Environmental Protection Agency. Your assessment area is unlikely to be within those areas also regulated by the USACE. Additional information may be obtained by contacting the USACE at 313-226-2218.

You may request the WRD reassess the wetland boundaries and regulatory status of wetlands within any portion of the assessment area, should you disagree with the findings, within 60 days of the date of this report. A written request to reassess the Wetland Identification assessment area must be accompanied by supporting evidence with regard to wetland vegetation, soils, or hydrology that are different from, or in addition to, the information relied upon by WRD staff in preparing this report. The request should be submitted to:

Wetland Identification Program
Department of Environment, Great Lakes, and Energy

Bruce Jones, WSP USA

Page 3

December 19, 2025

Water Resources Division
P.O. Box 30458
Lansing, Michigan 48909-7958

Please use the MiEnviro submission number assigned to this project site if submitting a permit application or otherwise corresponding with our office.

The findings contained in this report do not convey, provide, or otherwise imply approval of any governing act, ordinance, or regulation, nor does it waive the obligation to acquire any applicable federal, state, county, or local approvals. This Wetland Identification Report is not a permit for any activity that requires a permit from EGLE.

The findings contained in this report are binding on EGLE until December 19, 2028, a period of three years from the date of this Wetland Identification Report unless a reassessment has been conducted. Please contact me at GyekisK@Michigan.gov; or EGLE, P.O. Box 30458, Lansing, Michigan 48909-7958, if you have any questions regarding this report.

Sincerely,

A handwritten signature in black ink, reading "Keto Gyekis". The signature is fluid and cursive, with the first name "Keto" being more prominent.

Keto Gyekis
Wetland Identification Program Coordinator
Water Resources Division

Enclosures

cc: Fredonia Township Clerk
Marshall Township Clerk
Calhoun County Soil Erosion Enforcement Agent (CEA)
Calhoun County Health Department
Derek Haroldson, EGLE
Michelle DeLong, EGLE

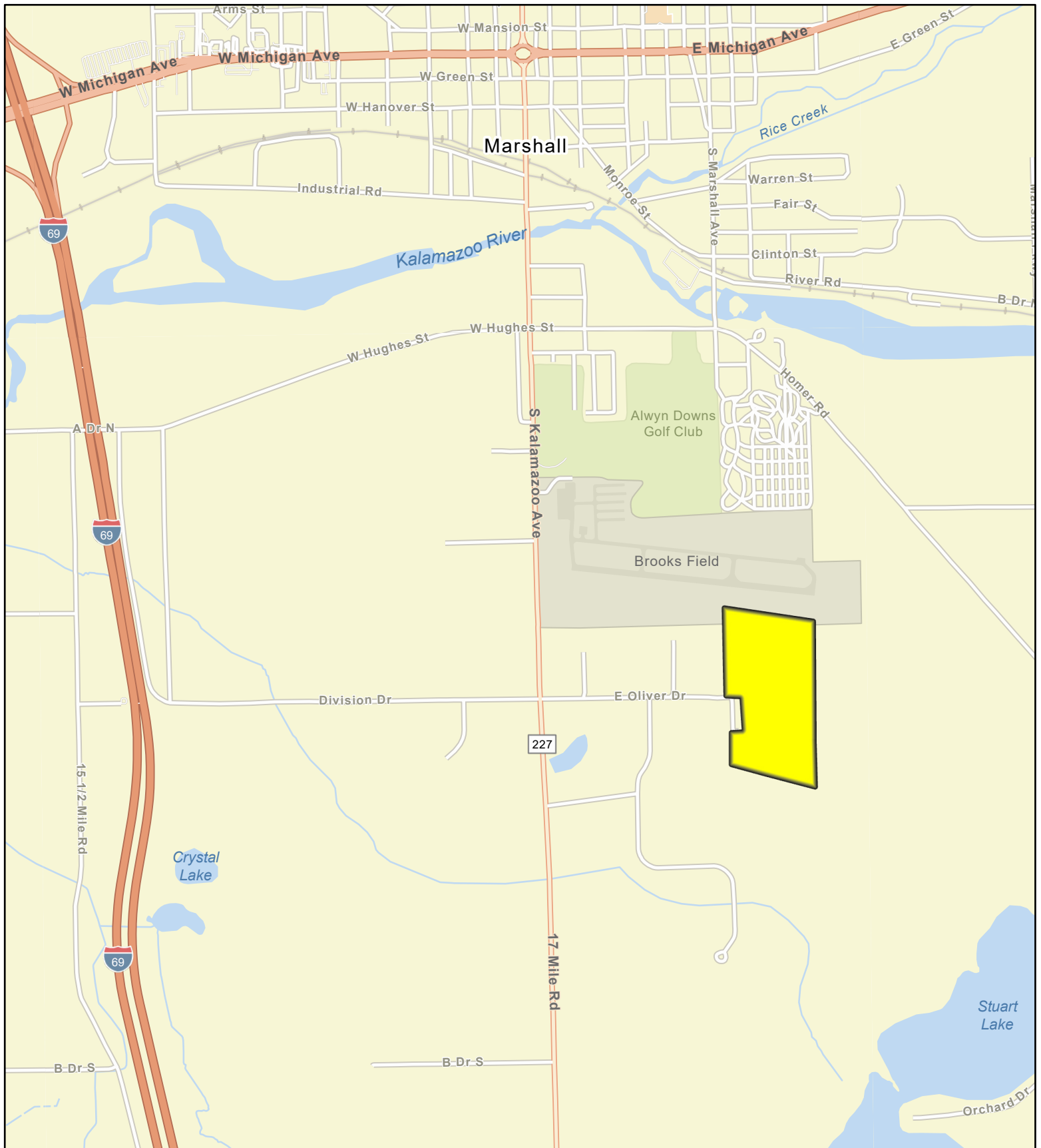


Figure 1. | EGLE WIP Site Location
NextEra Marshall Solar Project
Marshall Twp
Fredonia Twp
WIP - HQE-FH2P-ZG55X

 WIP Assessment Area

EGLE

MICHIGAN DEPARTMENT OF
 ENVIRONMENT, GREAT LAKES, AND ENERGY

Map created: Dec. 2025
 K. Gyekis,
 Wetlands, Lakes,
 and Streams Unit, EGLE WRD



0 488 975 1950 Feet

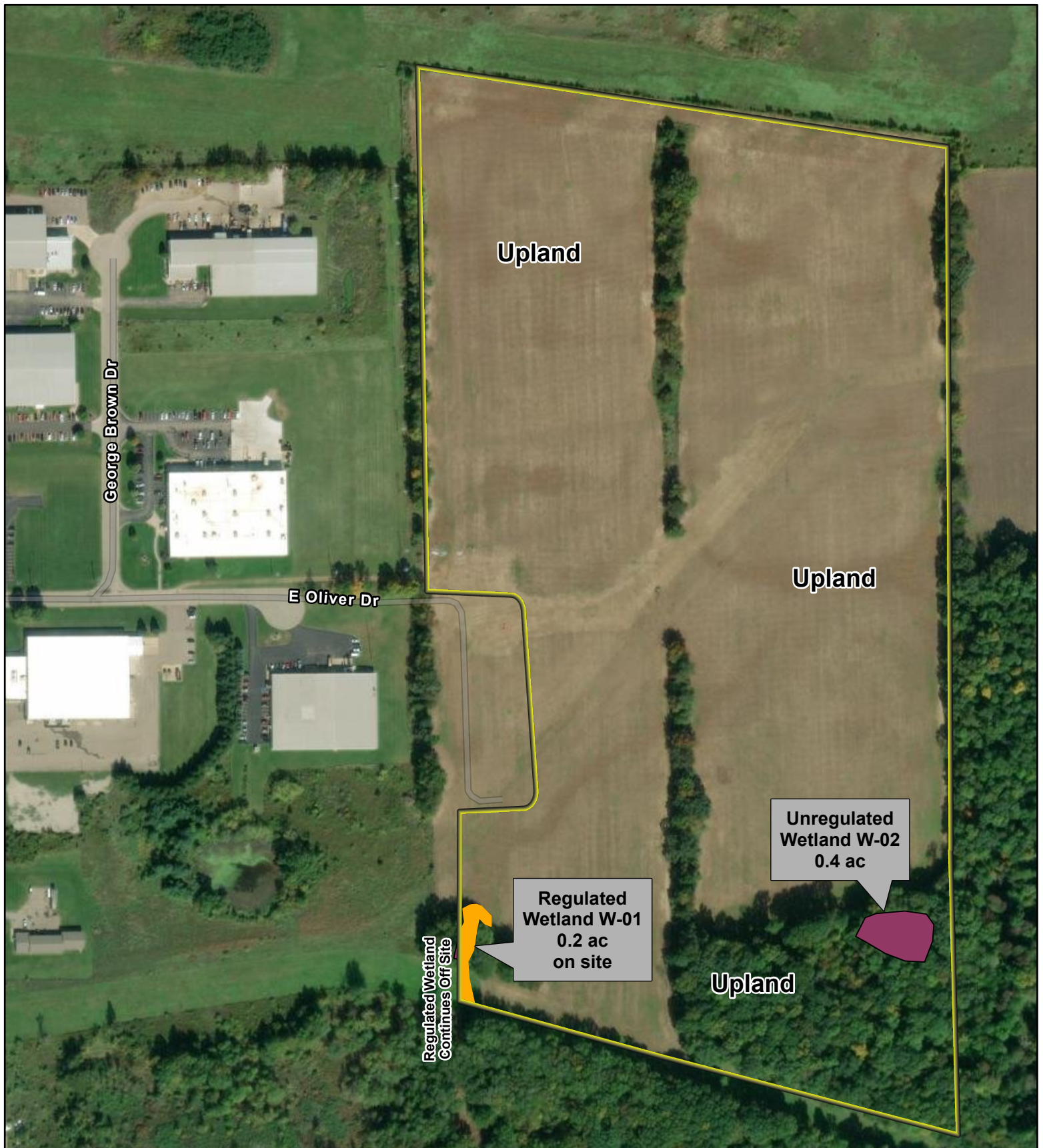


Figure 2. | EGLE WIP Site Detail
NextEra Marshall Solar Project
Marshall Twp
Fredonia Twp
WIP - HQE-FH2P-ZG55X



0 80 160 320 Feet



WIP Assessment Area



Wetland, Regulated, Part 303 NREPA



Wetland, Unregulated, Part 303 NREPA

This drawing showing those areas containing wetland and not containing wetland is an approximation of the boundaries flagged on-site.

This drawing does not authorize or permit activities requiring a permit in accordance with Part 303 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.



MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY

Map created: Dec. 2025
K. Gyekis,
Wetlands, Lakes,
and Streams Unit, EGLE WRD

NESE 715-66THB-G12

18BB HALF-CELL N-TYPE TOPCON BIFACIAL
DOUBLE GLASS MODULE



Global, Tire1 bankable brand, with independently certified advanced automated manufacturing

KEY FEATURES



High efficiency TOPCon

A high efficiency 210 (G12) TOPCon solar cell with 18 busbars technology to ensure the efficiency of the solar module up to 23.02% and stable operation.



Bifacial power generation

Increases 10-30% power generation revenue.



Wind/Snow load

Wind load 2400 pa, snow load 5400 pa.



Pid free

Excellent Anti-PID performance, minimized the degradation of power.



Excellent performance with weak light

More power output with a weak light condition-through advanced glass and solar cells.

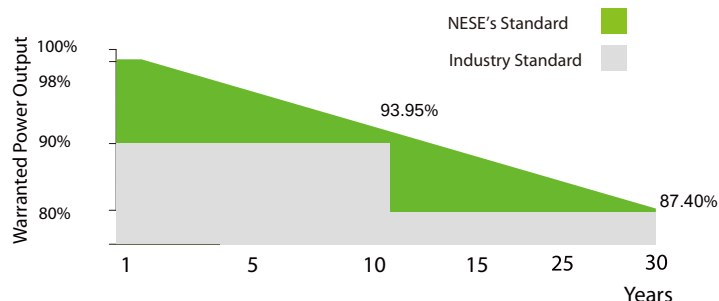


Resistance of extreme environment conditions

High salt mist and ammonia resistance certified by TUV.

LINEAR PERFORMANCE WARRANTY

12 YEARS PRODUCT WARRANTY. 30 YEARS LINEAR POWER WARRANTY.



MANAGEMENT SYSTEM CERTIFICATES

ISO 9001/ISO 14001/ISO 45001

SA 8000/ISO 50001/ISO 37001

PRODUCT CERTIFICATES

IEC 61215/IEC 61730:VDE/CE/CEC AU

UL 61730: CSA

IEC 61701/IEC 62716/IEC 62804

ENVIRONMENT CERTIFICATES

ISO 14064/ISO 14067

INSURED BY



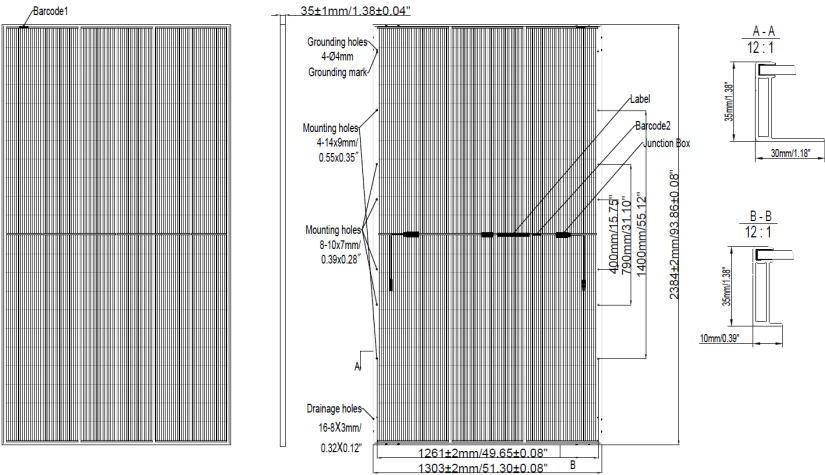
SPECIFICATIONS

Module type	NESE 695-66THB-G12		NESE 700-66THB-G12		NESE 705-66THB-G12		NESE 710-66THB-G12		NESE 715-66THB-G12	
	STC	(NMOT)	STC	(NMOT)	STC	(NMOT)	STC	(NMOT)	STC	(NMOT)
Maximum power(Pmax)	695Wp	528Wp	700Wp	532Wp	705Wp	534Wp	710Wp	537Wp	715Wp	541Wp
Maximum power voltage(Vmp)	40.3V	37.8V	40.5V	38.0V	40.7V	38.1V	40.9V	38.2V	41.1V	38.4V
Maximum power current (Imp)	17.25A	13.97A	17.29A	14.00A	17.33A	14.04A	17.37A	14.07A	17.40A	14.10A
Open-circuit voltage(Voc)	48.1V	45.5V	48.3V	45.7V	48.5V	45.8V	48.7V	45.9V	48.9V	46.0V
Short-circuit current(Isc)	18.23A	14.70A	18.27A	14.74A	18.31A	14.78A	18.35A	14.81A	18.39A	14.85A
Module efficiency stc (%)	22.37%		22.53%		22.70%		22.86%		23.02%	
Operating temperature(°C)	-40°C ~ 85°C									

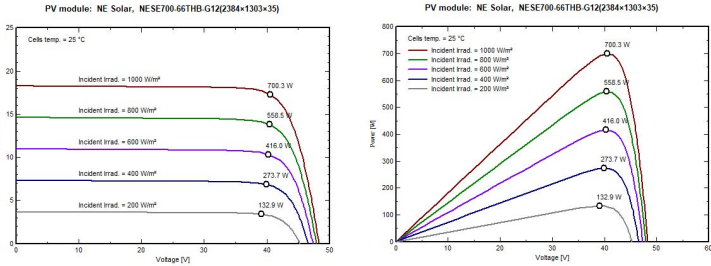
ELECTRICAL CHARACTERISTICS AT BNPI (BSI)

Front power Pmax/W	695		700		705		710		715	
Total power Pmax/W	770 (862)		776 (868)		781 (874)		787 (880)		792 (887)	
Vmp/V(Total)	40.3 (40.4)		40.5 (40.6)		40.7 (40.8)		40.9 (41.0)		41.1 (41.2)	
Imp/A(Total)	19.11 (21.39)		19.16 (21.44)		19.20 (21.49)		19.25 (21.54)		19.29 (21.59)	
Voc/V(Total)	48.1 (48.2)		48.3 (48.4)		48.5 (48.6)		48.7 (48.8)		48.9 (49.0)	
Isc/A(Total)	20.20 (22.61)		20.24 (22.65)		20.29 (22.70)		20.33 (22.75)		20.38 (22.80)	

ENGINEERING DRAWING



IV CURVES OF THE PV MODULES



Electrical performance vs Incident Irradiance Current-voltage & power-voltage curves (700W)

TEMPERATURE RATINGS

NOCT	43±2°C
Temperature coefficients of Pmax	-0.30%/°C
Temperature coefficients of Voc	-0.25%/°C
Temperature coefficients of Isc	+0.046%/°C
Refer. Bifacial Factor	80±10%

MATERIAL CHARACTERISTICS

Number of cell	132 (6*22)
Dimensions	2384*1303*35mm 93.86"*51.30"*1.38"
Weight	38.5+/-1.0kg 84.88+/-2.20lb
Glass	2.0mm+2.0mm AR Coated/Glazed heat strengthened Glass
Frame	Anodized aluminium alloy

WORKING CONDITIONS

Maximum system voltage	1000/1500 VDC
Maximum series fuse rating	35A

Junction box	Ip68,3 diodes
Cables	Length: 350mm/13.78" or Customized, 12 AWG

Module Fire Performance	Type 29/Class C
-------------------------	-----------------

PACKAGING CONFIGURATION

40HQ	527PCS
Pallet Dimension	1100*1320*2489mm 43.31"*51.97"*97.99"
Pallets in one Container	17Pallets
Modules in one Pallet	31Pcs



MEMORANDUM

Wetland Conditions & Regulatory Compliance Summary

TO: City of Marshall — Planning Commission (Site Plan Approval and Special Land Use)
FROM: Bruce Jones, PWS, CPG on behalf of DG Marshall MI, LLC (Applicant)
DATE: August 7th, 2026
RE: Marshall Solar Project — Summary of Wetland Conditions and Compliance with State and Federal Wetland Regulations

1. Purpose

This memorandum summarizes the wetland conditions within the Marshall Solar Project (the Project) area and documents the Project's compliance with applicable state and federal wetland regulations. It is provided in support of the Applicant's site plan approval and special land use application before the City of Marshall. The wetland regulatory status described below has been confirmed by the State of Michigan through a review conducted by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), and separately confirmed with the U.S. Army Corps of Engineers (USACE), as reflected in the attached exhibits.

2. Project Area and Proposed Improvements

The Project is located south of the City of Marshall in Calhoun County, Michigan — at the eastern end of East Oliver Drive and south of the Brooks Field Airport. The wetland assessment area comprises approximately 70 acres and consists predominantly of agricultural fields and woodlands. The Project proposes the installation of solar panels, inverters, pad-mounted transformers, electrical conduit, utility infrastructure, perimeter security fencing, and an access road.

3. Wetland and Water Resource Investigation

The Applicant retained WSP USA (WSP) to conduct a wetland and waterbody delineation in accordance with the 1987 USACE Wetlands Delineation Manual and the applicable Regional Supplement (Northcentral and Northeast Region, Version 2.0). The delineation identified two wetlands and no streams or waterbodies within the Project area.

The two delineated wetlands and their regulatory status, as subsequently confirmed by EGLE, are summarized below:

Wetland	Wetland Type (Cowardin)	Approx. Size On Site	Part 303 Regulatory Status
W-01	Palustrine Forested (PFO) and Palustrine Emergent (PEM)	~0.2 acre (continues off site)	Regulated
W-02	Palustrine Scrub-Shrub (PSS)	~0.4 acre	Not regulated



4. Applicable Regulatory Framework

Since 1984, the State of Michigan has been authorized to administer the Clean Water Act (CWA) Section 404 program within its borders. EGLE regulates wetlands under Part 303 (Wetlands Protection) of Michigan's Natural Resources and Environmental Protection Act (NREPA). Under Part 303, a wetland is typically regulated if it is contiguous to — or within 500 feet of — an inland lake, pond, stream, or river (or within 1,000 feet of the Great Lakes), or is five acres or larger. The USACE typically retains federal permitting authority in Michigan only over wetlands associated with traditionally navigable (Section 10) waters. Calhoun County contains no Section 10 navigable waters.

5. Agency Determinations of Wetland Status

EGLE Wetland Identification (binding). At the Applicant's request, EGLE WRD conducted a Level 3 Wetland Identification Program (WIP) review — the most definitive wetland confirmation available in Michigan, involving an on-site investigation by agency staff. EGLE conducted the on-site investigation on September 23, 2025, and issued its Wetland Identification Report on December 19, 2025 (MiEnviro Submission No. HQE-FH2P-ZG55X). EGLE confirmed the location and size of wetland boundaries on-site and made the following determinations:

- Wetland W-01 is regulated under Part 303 because of its size and/or contiguity to a pond, lake, or stream. The regulated area on site is approximately 0.2 acre, and a portion of W-01 continues off site. Any placement of fill, dredging or removal of soil, construction or maintenance of a use or development within W-01 requires a Part 303 permit from EGLE.
- Wetland W-02 is not regulated under Part 303 because it is not contiguous to an inland lake or pond, or a river or stream, and is less than five acres in size.

The EGLE findings are binding until December 19, 2028. The EGLE WIP report is included as Exhibit A.

USACE Confirmation (no federal jurisdiction). Consistent with Michigan's assumption of the Section 404 program, the USACE Detroit District confirmed by correspondence dated March 25, 2026 (USACE File No. LRE-2026-00193-213-A26) that the Corps has no regulatory responsibilities over work on the Project site, i.e., the Corps does not assert any regulatory/permitting authority over wetlands at the Project site. That correspondence is attached as Exhibit B.

6. Wetland Compliance

The Project is in compliance with all applicable state and federal wetland requirements:

- Federal. The USACE has confirmed it will not assert CWA Section 404 permitting authority over the site; no USACE wetland permit is required to impact EGLE regulated wetlands at the site.
- State — unregulated wetland and uplands. EGLE has confirmed that Wetland W-02 and the balance of the site (upland) are not regulated under Part 303; no Part 303 permit is required for work in those areas.
- State — regulated wetland (W-01). The Project has been designed to entirely avoid any activities within regulated Wetland W-01; no placement of fill, dredging, or construction is proposed within the regulated wetland.



Because the regulatory status of every wetland on the site has been formally and bindingly established, and because the Project avoids the single regulated wetland, the Project is in full compliance with Michigan's wetland protection requirements and federal CWA Section 404.

7. Summary of Diligence

The Applicant has completed a thorough, multi-step wetland and water-resource diligence process for the Project:

- An on-site wetland and waterbody delineation by qualified wetland scientists;
- Agency confirmation of wetland regulatory status, boundaries, size, and type through EGLE's Level 3 WIP on-site review; and
- Coordination with the USACE Detroit District, which confirmed the absence of federal permitting authority at the Project site.

This process establishes the wetland conditions and regulatory obligations for the Project with a high degree of certainty and confirms that the Project can proceed in compliance with applicable wetland regulations.

EXHIBITS

Exhibit A EGLE Wetland Identification Report, dated December 19, 2025 (MiEnviro Submission No. HQE-FH2P-ZG55X)

Exhibit B U.S. Army Corps of Engineers (Detroit District) correspondence confirming no federal jurisdiction, dated March 25, 2026 (Corps File No. LRE-2026-00193-213-A26)



E X H I B I T

A

EGLWetland Identification Report — dated December 19, 2025 (MiEnviro
Submission No. HQE-FH2P-ZG55X)

(document follows)



GRETCHEN WHITMER
GOVERNOR

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



PHILLIP D. ROOS
DIRECTOR

December 19, 2025

VIA EMAIL

Bruce Jones
WSP USA
6011 West Saint Joe Highway
Suite 400
Lansing, Michigan 48917

Dear Bruce Jones:

SUBJECT: Wetland Identification Report:
MiEnviro Site Name: 13-NextEra Marshall Solar Project-Marshall Twp and
Fredonia Twp
MiEnviro WIP Application Submission Number: HQE-FH2P-ZG55X

The Department of Environment, Great Lakes, and Energy's (EGLE), Water Resources Division (WRD) conducted a Level 3 Wetland Identification Program (WIP) review of an assessment area consisting of approximately 65.5 acres on property (53-360-003-00, 53-003-003-01) located in Town 02S, Range 06W, Section 06, Marshall Township; and Town 03S, Range 06W, Section 01, Fredonia Township (Figure 1) during September 23, 2025. The review was conducted in accordance with Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); and Rule 4(1), Wetland Identification and Assessment (R 281.924), of the Administrative Rules for Part 303. This is a report of our findings in response to your WIP application.

Staff from the WRD reviewed pertinent information such as historical aerial imagery, topographic mapping data, soils survey data, and surface hydrology data. The on-site investigation was conducted with your wetland consultant present and included a review of plants, hydrology, and soils.

Staff confirm, in part, the wetland boundary lines delineated by your consultant. One wetland (i.e., a 0.05-ac wetland extension of Wetland W-01, southwest corner of the WIP site) was overlooked and omitted by the consultant. Evidence showed that the area exhibits wetland hydrology during a typical growing season.

The site map (Figure 2) of the WIP assessment area was created by combining information from your consultant and the WRD. The new map identifies areas containing regulated wetland, unregulated wetland, and non-wetland (upland).

Wetland W-01 within the assessment area is regulated by the WRD because of wetland size and/or contiguity to a pond, lake, or stream. For the area [approx. 0.2 acre total on site] identified as regulated wetland on the site map (Figure 2), please be advised that any of the following activities require a permit under Part 303:

- a) Deposit or permit the placing of fill material in a regulated wetland.
- b) Dredge, remove, or permit the removal of soil or minerals from regulated wetland.
- c) Construct, operate, or maintain any use or development in a regulated wetland.
- d) Drain surface water from a regulated wetland.

The unregulated Wetland W-02 is not regulated by the WRD because it is not contiguous to the Great Lakes, an inland lake or pond, or a river or stream; and is less than five acres in size. For those areas identified as non-wetland (upland) on the site map (Figure 2), the WRD lacks jurisdiction under Part 303 for activities occurring there.

This Wetland Identification Report is limited to findings pursuant to Part 303 and does not constitute a determination of jurisdiction under other programs administered by EGLE. Any land use activities undertaken within the assessment area may be subject to regulation pursuant to the NREPA under Part 91, Soil Erosion and Sedimentation Control.

Please be aware that this Wetland Identification Report does not constitute a determination of the jurisdiction under local ordinances or federal law. The United States Army Corps of Engineers (USACE) retains regulatory authority over certain wetlands pursuant to Section 404 of the federal Clean Water Act (CWA), and specifically those wetlands associated with traditionally navigable waters of the state. Navigable waters are generally the Great Lakes, their connecting waters, and river systems and lakes connected to these waters. In other areas of the state, the WRD is responsible for identification of wetland boundaries for purposes of compliance with the CWA under an agreement with the United States Environmental Protection Agency. Your assessment area is unlikely to be within those areas also regulated by the USACE. Additional information may be obtained by contacting the USACE at 313-226-2218.

You may request the WRD reassess the wetland boundaries and regulatory status of wetlands within any portion of the assessment area, should you disagree with the findings, within 60 days of the date of this report. A written request to reassess the Wetland Identification assessment area must be accompanied by supporting evidence with regard to wetland vegetation, soils, or hydrology that are different from, or in addition to, the information relied upon by WRD staff in preparing this report. The request should be submitted to:

Wetland Identification Program
Department of Environment, Great Lakes, and Energy

Bruce Jones, WSP USA

Page 3

December 19, 2025

Water Resources Division
P.O. Box 30458
Lansing, Michigan 48909-7958

Please use the MiEnviro submission number assigned to this project site if submitting a permit application or otherwise corresponding with our office.

The findings contained in this report do not convey, provide, or otherwise imply approval of any governing act, ordinance, or regulation, nor does it waive the obligation to acquire any applicable federal, state, county, or local approvals. This Wetland Identification Report is not a permit for any activity that requires a permit from EGLE.

The findings contained in this report are binding on EGLE until December 19, 2028, a period of three years from the date of this Wetland Identification Report unless a reassessment has been conducted. Please contact me at GyekisK@Michigan.gov; or EGLE, P.O. Box 30458, Lansing, Michigan 48909-7958, if you have any questions regarding this report.

Sincerely,

A handwritten signature in black ink, reading "Keto Gyekis". The signature is fluid and cursive, with the first name "Keto" being more prominent.

Keto Gyekis
Wetland Identification Program Coordinator
Water Resources Division

Enclosures

cc: Fredonia Township Clerk
Marshall Township Clerk
Calhoun County Soil Erosion Enforcement Agent (CEA)
Calhoun County Health Department
Derek Haroldson, EGLE
Michelle DeLong, EGLE

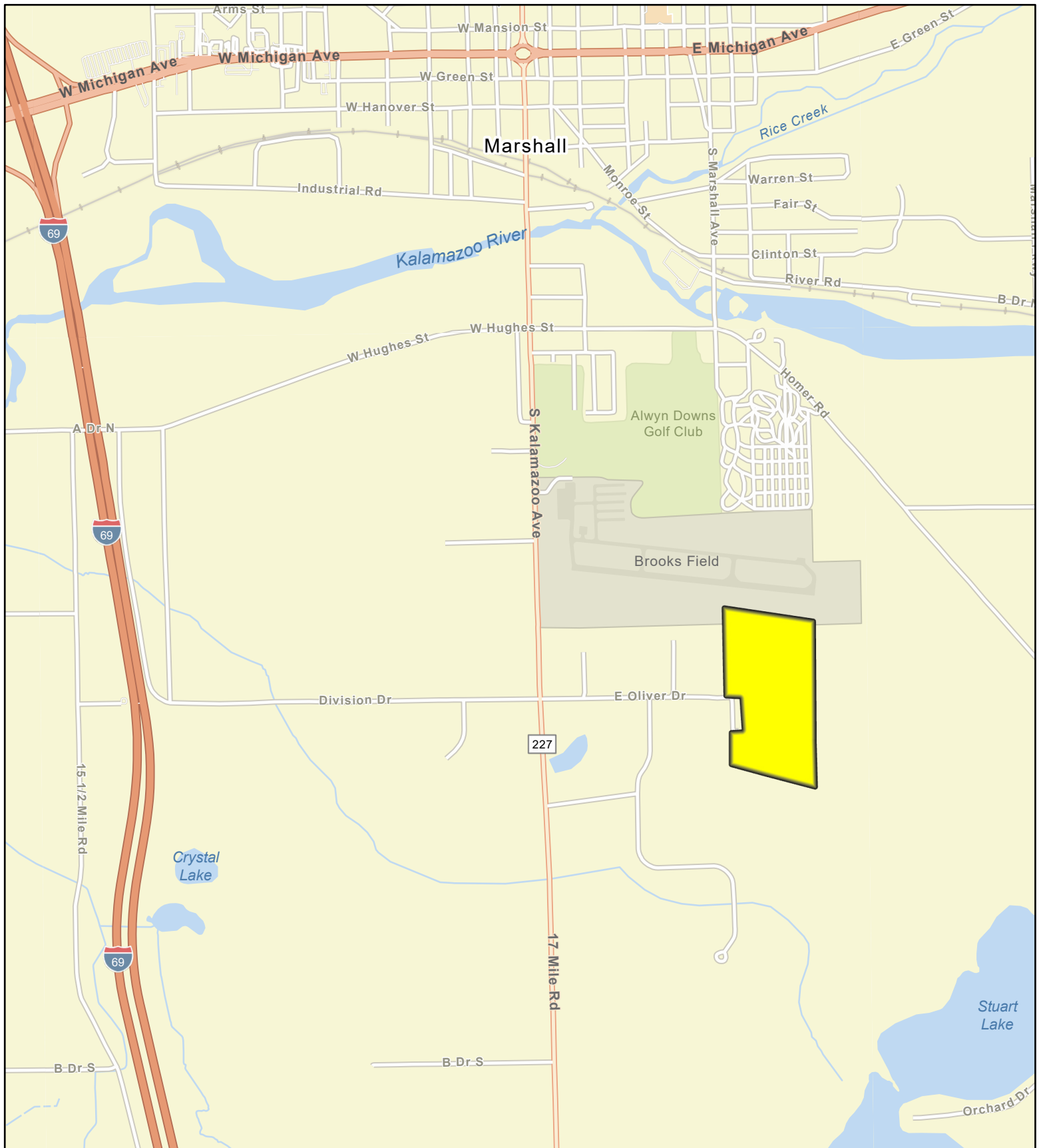


Figure 1. | EGLE WIP Site Location
NextEra Marshall Solar Project
Marshall Twp
Fredonia Twp
WIP - HQE-FH2P-ZG55X

 WIP Assessment Area

EGLE

MICHIGAN DEPARTMENT OF
 ENVIRONMENT, GREAT LAKES, AND ENERGY

Map created: Dec. 2025
 K. Gyekis,
 Wetlands, Lakes,
 and Streams Unit, EGLE WRD



0 488 975 1950 Feet

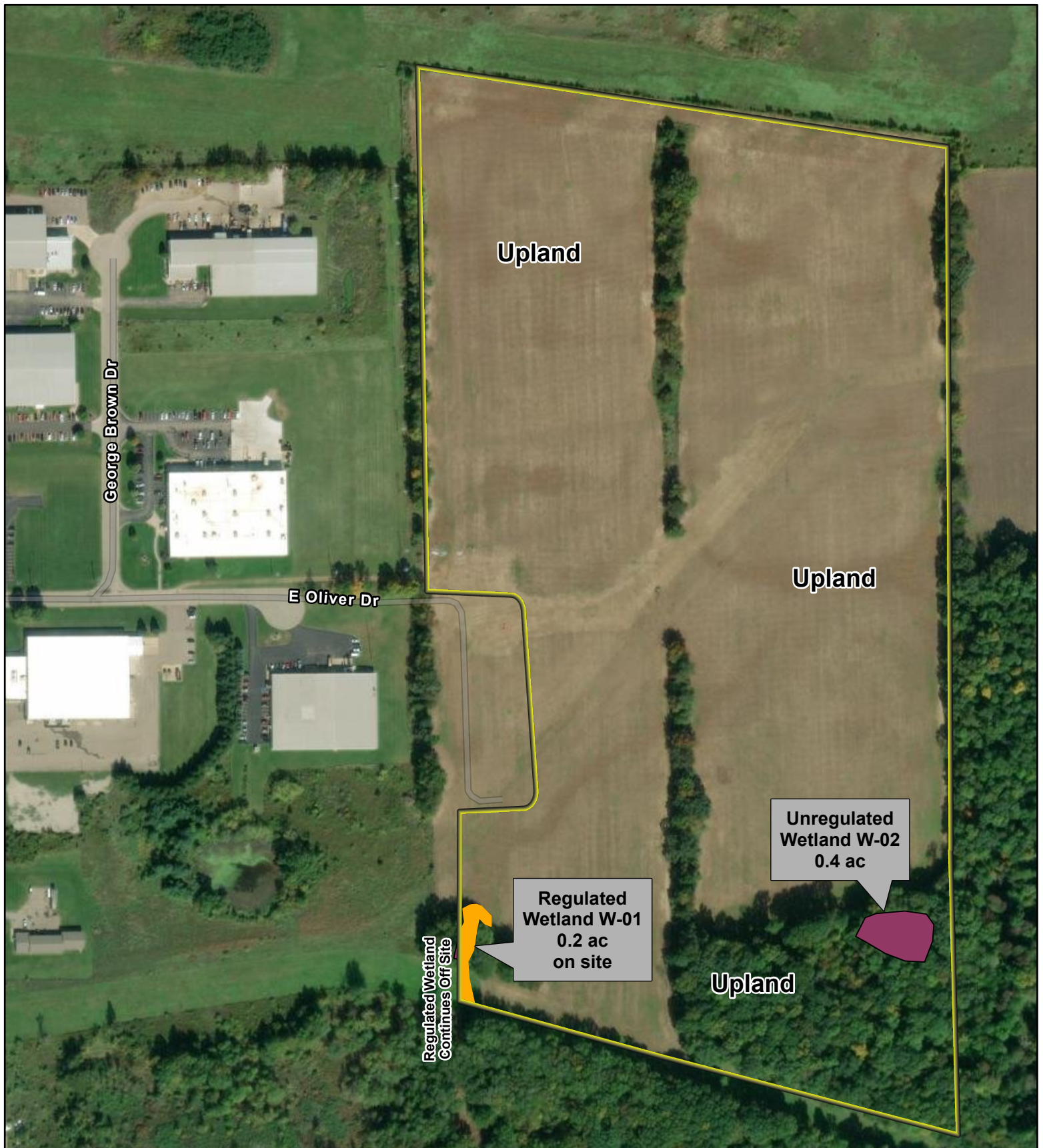


Figure 2. | EGLE WIP Site Detail
NextEra Marshall Solar Project
Marshall Twp
Fredonia Twp
WIP - HQE-FH2P-ZG55X



0 80 160 320 Feet



WIP Assessment Area



Wetland, Regulated, Part 303 NREPA



Wetland, Unregulated, Part 303 NREPA

This drawing showing those areas containing wetland and not containing wetland is an approximation of the boundaries flagged on-site.

This drawing does not authorize or permit activities requiring a permit in accordance with Part 303 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.



MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY

Map created: Dec. 2025
K. Gyekis,
Wetlands, Lakes,
and Streams Unit, EGLE WRD



E X H I B I T

B

U.S. Army Corps of Engineers (Detroit District) Correspondence — No
Federal Jurisdiction, dated March 25, 2026 (Corps File No. LRE-2026-00193-
213-A26)

(document follows)

From: [Reinke, Donald T CIV USARMY CELRE \(USA\)](#)
To: [Billy Chan](#)
Subject: Marshall Solar Project Corps file number LRE-2026-00193-213-A26
Date: Wednesday, March 25, 2026 9:26:56 AM

EXTERNAL:

Mr. Chan:

We recently received your request regarding the above-noted project via the Corps of Engineers' Regulatory Request System. The subject project area, located at the eastern end of Division Drive and south of the Brooks Airfield in Marshall, Michigan, is in a part of Michigan where, in 1984, the State of Michigan assumed the Corps' permit program responsibilities under Section 404 of the Clean Water Act. As such, and unless directed otherwise by the U.S. Environmental Protection Agency, the Corps has no regulatory responsibilities over work on the subject site. We are likewise unable to provide you with a jurisdiction determination over any waters or wetlands on the project site. We understand you have contacted the Michigan Department of Environment, Great Lakes, and Energy (EGLE) about the State of Michigan's regulatory authority over the project.

Respectfully,

Donald T. Reinke
Chief, Compliance & Enforcement Section
Regulatory Branch
Detroit District, U.S. Army Corps of Engineers

Office: 313-226-6812
Cell: 313-326-1293

You may visit our Detroit District Regulatory website at: <https://www.lrd.usace.army.mil/Wetlands-Permits/Article/3648190/regulatory-program-michigan/>