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March 23, 2026

Fayette Township Planning Commission
c/o Zoning Administrator/Township Supervisor
211 North St.
Jonesville, MI 49250

Dear Township Planning Commissioners:

Our firm represents Heartwood Solar II, LLC with respect to its application for a special land use permit and site plan approval for its solar energy facility, which will be sited entirely within Fayette Township. As you know, the application—together with all required materials, supporting data, and exhibits—was submitted on December 19, 2025 in full compliance with the Township Zoning Ordinance. The application has now been pending for approximately four months.

We understand that the Township is considering amendments to its solar ordinance that may alter the applicable zoning requirements. Given the project's development timeline, this uncertainty requires us to evaluate all available permitting pathways including pursuing state siting approval through the Michigan Public Service Commission. As an initial step in that process, we previously reached out to Supervisor Baker who confirmed, through the Township's counsel, that the Township does not currently have a compatible renewable energy ordinance consistent with Public Act 233 of 2023. As a result, the statute would allow the project to proceed directly through the state siting process in lieu of local approval.

Notwithstanding that option, our client strongly prefers to work collaboratively with Fayette Township and to secure approval at the local level. We believe that a locally approved project, shaped through constructive local engagement, best serves the Township, neighboring property owners, and the project itself. With that objective in mind, we are submitting supplemental materials that include a series of voluntary commitments designed to address anticipated concerns and align, where feasible, with the proposed ordinance amendments. **These voluntary commitments, most of which far exceed both the requirements of the Township's proposed CREO and those outlined by PA 233 of 2023, are offered in good faith to facilitate timely review and to demonstrate our client's willingness to be a responsible and responsive development partner.**

- Screening: Project agrees to offer adjacent non-participating residences reasonable vegetative screening, if requested, or the monetary equivalent of such screening.

- Decommissioning: Project will post full decommissioning security equal to 100% of estimated decommissioning cost, minus 1/3 estimated scrap and salvage value, plus a 5% administration fee, at the outset of construction.
- Drain Tile: Project will conduct a pre-construction drain tile survey to identify and mitigate impacts to damaged drain tile. In the event that drain tile is impacted by the construction of the Project, the Project agrees to repair, replace, or reconfigure the damaged drain tile sufficient to restore functionality. Any such drain tile work will be completed in a commercially reasonable timeframe. The Project's decommissioning obligations shall not be deemed complete until all outstanding drain tile work has been completed.
- Mussell Protection: Project agrees to conduct a threatened and endangered species impact assessment for the clubshell mussel, and agrees to implement an impact mitigation plan if such mussels are identified..
- Bald and Golden Eagle Protection: The Project agrees to comply with the Bald and Golden Eagle Protection Act (BGEPA), including compliance with requirements around the identification of nests, avoidance of disturbance, and adherence to any seasonal restrictions or buffers, as required by the U.S. Fish and Wildlife Service (USFWS).
- Farmland Preservation: Prior to commercial operation, Project agrees to release rights any portions of the property that are not included within the project fenceline so that these unbuilt areas are available to the owner and may be farmed at the owner's discretion (subject to any obligation for HWII to maintain vegetative screening, access roads or other project component outside of fenceline).
- Agrivoltaics: Project will commit to the following agrivoltaics uses and practices:
 - a. a minimum score of 76 on the Michigan Pollinator Habitat Planning Scorecard for Solar Sites developed by MSU
 - b. Limited fertilizer and pesticide use to the extent practicable
 - c. Installation and maintenance of bee apiaries
 - d. Good faith efforts to implement livestock grazing for purposes of vegetative maintenance (this requires commitment/participation from 3rd parties, so we cannot commit to this outright)

- Soil Sampling: Project will commit to the following: Prior to construction, the Applicant will perform soil sampling within areas of development to establish baseline conditions of soil quality. Existing soils will be assessed for physical, chemical, and biological properties, which properties be referenced to ensure soil is returned to a useful condition in the event of decommissioning. Soil testing may include key elements such as phosphorus, potassium, calcium, magnesium, sodium, sulfur, manganese, copper, and zinc. Soil testing may also include pH, organic matter, and acidity. Multiple random samples will be collected across each existing farmland which will contain solar panels. Upon decommissioning, the Applicant will use standard soil-restoration techniques (including, e.g., incorporating organic matter, aeration, incorporation amendments such as lime to adjust pH, etc.) to restore the soil to the pre-existing conditions as established by the baseline, otherwise ensuring the area is returned to a productive and ecologically beneficial state.
- Host Community Agreement: Project would agree to a Host Community Agreement payment paired with the Township. The Host Community Agreement payment would be equal to \$2,500/MW.
- Limited Grading: Project agrees to limit grading to the minimum extent practicable. If site grading does occur, the project agrees to segregate topsoil prior to any grading activities to ensure the long-term health and preservation of future farming activities.
- Limited Tree Clearing: The Project agrees to endeavor good faith to minimize tree clearing to only the extent necessary to support the construction and proposed Operations of the Project. The Project shall use good faith efforts to reduce the extent of actual required tree clearing as currently depicted in the Project's Preliminary Site Plan.
- Lighting: The Project commits to following the DarkSky International five principles for responsible outdoor lighting.
- Sound: The Project commits to conducting a pre-construction sound study, and limiting sound at non-participating residences to 55dba.
- Panel Height: The Project commits that solar panel components will not exceed a maximum height of 25 feet above the ground at maximum tilt.
- NEC Compliance: The Project commits that Fencing for the solar energy facility will comply with the latest version of the National Electric Code.
- Pre-Construction Coordination: The Project shall provide the Township with all relevant construction details during a pre-construction meeting at least 30 days prior to the commencement of construction. Such construction details will include, but are not necessarily limited to the following:

- A detailed construction schedule
 - Anticipated construction work hours
 - Contact information for the on-site construction manager
 - The location and hours of operation of the on-site construction trailer
- Setbacks: The Project commits to the following minimum setback requirements, with setback distances measured from the nearest edge of the perimeter fencing of the facility:
- 300 feet from the nearest point on the outer wall of occupied community buildings and dwellings located on nonparticipating properties
 - 50 feet measured from the nearest edge on a public road right of wide
 - 50 feet measured from the nearest shared property line
- Fire Department Support: Project agrees to adhere to the commitments described below related to fire safety and emergency preparedness.

The following commitments are undertaken at Heartwood II's sole cost and expense, as reasonably agreed:

I. Prior to Commencement of Construction

1. Heartwood II will host a pre-construction introductory meeting with The Jonesville Fire Department and other first responders to discuss the Project's emergency safety protocol and to share relevant Project information, including mapping, access points, and equipment specifications and safety procedures.
2. Heartwood II will provide The Jonesville Fire Department with a detailed Fire Response Plan generally in line with the requirements of Michigan Public Service Commission (MPSC) Public Act 233, which will include plans, protocols, and procedures related to fire prevention and emergency response at solar energy generating facilities in general, and the Project site specifically.
3. Heartwood II will work with THE The Jonesville Fire Department to develop an inventory of existing firefighting equipment in possession of The Jonesville Fire Department. As part of this process, Heartwood II will evaluate and recommend any additional equipment, resources, or training necessary to support effective fire prevention and emergency response activities. This may include specialized tools, firefighting apparatus, or targeted

training programs tailored to the unique needs of the Project and its operations. In the event that additional equipment or training are required to adequately support The Jonesville Fire Department Heartwood II Solar will work collaboratively to identify and provide these resources.

II. During Construction

1. Heartwood II will invite The Jonesville Fire Department and other relevant emergency response agencies to visit the Project during construction to obtain an on-the-ground understanding of the Project layout, access points, and protocols in place.
 2. Heartwood II will provide up-to-date contact information to The Jonesville Fire Department for the on-site construction manager and any other relevant personnel.
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III. During Project Operations

1. Heartwood II will provide up to date contact information to The Jonesville Fire Department for the Project Manager and any other relevant personnel.
2. Heartwood II will offer on-site training, at periodic intervals as requested by The Jonesville Fire Department.

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In light of the application's extended period of review and the evolving regulatory landscape, we respectfully request that the Planning Commission proceed with review of the current application under the standards in effect at the time of submission. Delays associated with shifting standards or indefinite consideration periods risk forcing the project into the state siting process. We hope to avoid that outcome. We appreciate your time and consideration and remain available to meet at your convenience to discuss the project, these supplemental materials, and any other concerns you may have.

Sincerely,



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cc: Seth Koches, Township Attorney (via e-mail)

EXHIBIT A – SUMMARY OF SUPPLEMENTAL MATERIALS

- Agency Coordination – NEW
 - o A summary of Heartwood II’s coordination with agencies having jurisdiction over the Project.
- Alternatives – NEW
 - o A description of alternative site locations that are or were considered, including rationale for why alternative locations were not selected for development
- Dark Skies Plan – NEW
 - o Plans to comply with dark sky-friendly lighting solutions for solar or storage facilities and light-mitigation plans for wind facilities as submitted to the Federal Aviation Administration,
- Decommissioning Plan – UPDATED
 - o Updates include calculations necessary for Heartwood II to post full decommissioning security equal to 100% of estimated decommissioning cost, minus 1/3 estimated scrap and salvage value, plus a 5% administration fee, at the outset of construction.
- Emergency Response Plan – NEW
 - o An overview of consultation and coordination with relevant emergency management offices, as well as a summary of the Projects safety and emergency management plans and procedures
- Environmental Impact Assessment – UPDATED
 - o An overview of Project impacts to natural features, stormwater management, surrounding land uses, public facilities and services, public utilities, and traffic.
- Fire Response Plan – NEW
 - o An overview of consultation and coordination with the Jonesville Fire Department, as well as a summary of the Projects safety and emergency management plans and procedures
- Soil and Economic Report – NEW
 - o Information related to soil characteristics within Heartwood II’s project area, as well as an assessment of the Project’s anticipated economic impact.

- Stormwater Assessment – NEW
 - o A plan that describes the Project’s measures to minimize, mitigate, and repair any drainage impacts.

- Final Site Plan – UPDATED
 - o Final Site Plan updates includes a 300’ non-participating residence setback, 50’ non-participating property line setback, 50’ road right of way setback, and 25’ voluntary wetland and stream setback.