

Appendix Y:  
CONDITIONS  
(Exhibit A-14)



**EXHIBIT A-14:  
CONDITIONS**

**RIVERBEND WIND ENERGY FACILITY**

***Submitted by Atwell, LLC***

*On behalf of*

**MI Energy Developments, LLC**  
575 5<sup>th</sup> Ave, Suite 2501  
New York, NY 10017

**August 7, 2025**

## **PROPOSED MINIMUM CONDITIONS**

**A-14 – The applicant shall include proposals to meet the proposed minimum conditions when filing an application or provide an explanation justifying why any of the proposed minimum conditions should not be applied to the facilities. Those participating in the case are encouraged to evaluate the proposed conditions made by the applicant in the application and to propose modifications or additions to proposed conditions in contested cases filed pursuant to PA 233.**

**1. An agreement from the applicant to obtain and comply with construction or building permits from the ALU for the renewable energy and energy storage facilities; or to enter into a third-party independent monitor agreement, funded by the applicant, where the monitor is selected in consultation with the Staff to be onsite during the periods when construction is taking place on a weekly basis to monitor the construction activities. The independent monitor would be granted authority to resolve complaints and request immediate cessation of activities that the monitor can document are in material breach of any plan, permit or agreement pertaining to the construction of the facility. The third-party independent monitor shall provide periodic reports to the Staff, the ALU, and the applicant from the start of construction and continuing through the first 3 months of commercial operation. The cadence of the reports will be determined by the independent monitor in consultation with the Staff.**

Riverbend Wind Energy Facility (Project) agrees to obtain and comply with construction or building permits required by Fremont, Elk, and Speaker townships, as applicable to the Project. If such permits are not required or not issued, the Project will enter into a third-party independent monitor agreement, funded by the Project, where the monitor is selected in consultation with the MPSC Staff. The third-party monitor will be onsite during construction on at least a weekly basis to monitor activities, will have authority to resolve complaints and request immediate cessation of activities in material breach of any plan, permit, or agreement, and will provide periodic reports to the Staff, the ALU, and the Project from the start of construction through the first three months of commercial operation, with the cadence of reports determined in consultation with Staff. At the time of submitting this application, there are no permits issued to the Project. To-date the Project has obtained Determination of No Hazard (DNH) assessments by the Federal Aviation Authority (FAA) for forty-two (42) of the proposed turbines. The Permit List and Status provided in **Appendix Q** (Exhibit A-6.3) details the status of obtained and anticipated permits. The list will be continually updated as permits are received.

**2. An agreement from the applicant to participate in a pre-construction meeting with the Staff and either the ALU who has issued a construction or building permit, or a third-party independent monitor, to ensure the Staff has access to the most recent information and final documentation prior to construction for use in answering questions and assisting with complaints. Invitations to attend the pre-construction meeting should be extended to representatives of ALUs, however, their attendance would not be required. The certificate may also be conditioned on the applicant's agreement to file the final drawings, plans, and permits received in the docket prior to the start of construction. The filing of final drawings, plans, and permits received are for completeness and transparency in the record and the pre-construction meeting serves to ensure that the final plans conform with the certificate approved by the Commission.**

The Project agrees to participate in a pre-construction meeting with the Staff and either the ALU who has issued a construction or building permit, or a third-party independent monitor, to ensure the Staff has access to the most recent information and final documentation prior to construction for use in answering questions and assisting with complaints.

**3. An agreement by the applicant to repair or replace all public and private drainage systems, damaged from construction or decommissioning processes except for those drainage systems that are already specifically addressed in lease agreements or other agreements in place. This shall include county or intercounty drains in the event there are established county or intercounty drains that are part of the public drainage system.**

The Project agrees to repair or replace all public and private drainage systems, damaged from construction or decommissioning processes except for those drainage systems that are already specifically addressed in lease agreements or other agreements in place.

**4. An agreement by the applicant to file mechanical completion certificates for the facilities in the MPSC docket assigned to the project.**

The Project will file mechanical completion certificates for the facilities in the MPSC docket assigned to the project.

**5. An agreement by the applicant to implement a complaint resolution process as approved by the Commission as a condition of certificate approval that includes the name of a designated developer/operator representative provided with the authority to resolve local complaints, a dedicated phone number for complaints, an email address for complaints, and website information instructing the public on the complaint resolution process.**

The Project has created a draft complaint resolution process and agrees that it will be updated, finalized and implemented prior to the start of construction. The process will include a designated applicant representative authorized to address local complaints, a complaint-dedicated phone number and email, and form for complaint submission. Website information instructing the public on the complaint resolution process will also be provided. Refer to the Complaint Resolution Process in **Appendix I** (Exhibit A-1.16). Periodic reporting of complaints received, and their resolutions will be filed periodically in the docket during construction and operation.

**6. An agreement by the applicant to provide emergency contact information for its representative of the proposed facility in the MPSC docket assigned to the project and to file updated emergency contact information at a minimum on an annual basis or as necessitated by applicant personnel changes.**

The applicant and representative for this wind energy facility siting certificate application is Rob Nadolny from MI Energy Developments, LLC (Riverbend Wind).

Address:

575 5<sup>th</sup> Ave, Suite 2501  
New York, NY 10017

Phone:

(416) 356-5796

MI Energy Developments, LLC Email:  
Feedback@RiverbendWind.com

The Project will file updated emergency contact information at a minimum on an annual basis or as necessitated by applicant personnel changes.

**7. An agreement by the applicant to implement screening, including, but not limited to, vegetation, walls, and fencing berms, as approved by the Commission as a condition of the siting certificate.**

The Project will implement screening, including but not limited to vegetation, walls, and fencing berms, as approved by the Commission as a condition of the siting certificate, in consultation with non-participating property owners as a potential mitigation measure for shadow flicker.

**8. An agreement by the applicant to implement vegetative ground cover in consideration of Michigan State University's "Michigan Pollinator Habitat Planning Scorecard for Solar Sites" and avoiding invasive species as approved by the Commission as a condition to the siting certificate.**

The Project is not a solar facility and thus the pollinator planting standards for approval in Exhibit A-14.8 do not apply.

**9. An agreement by the applicant to bury underground infrastructure to a minimum depth of 4 feet or as approved by the Commission as a condition to the siting certificate.**

The Project has designed all underground collection to be buried at a minimum of 4 feet below existing grade. Depths for utility crossings under county roads and county drains will be determined through further consultation with the Sanilac County Road and Drain Commissions. Refer to the Site Plan in **Appendix A** (with information related to Exhibits A-1.1, A-1.2, & A-1.4 in the MPSC's AFIP).

**10. An agreement by the applicant to contract with and pay for a third-party acoustics expert to conduct post-construction sound measurements in accordance with sound modeling and measurement procedures adopted by the Commission and file the results in a report in the MPSC docket assigned to the project. An agreement that if the post-construction sound measurements do not meet the statutory requirements, noise mitigation plans will be implemented, and the post-construction sound measurements will be repeated, and the results will be filed in a subsequent report in the docket.**

A Sound Modeling Study prepared by Hankard Environmental in full compliance with all listed regulations concludes that the Project does not generate a maximum sound in excess of 55 average hourly decibels as modeled at the nearest outer wall of the nearest dwelling located on an adjacent nonparticipating property. Refer to the Sound Modeling Study in **Appendix B** (with information related to Exhibits A-1.2 & A-1.7 in the MPSC's AFIP) of the application package. The Project will contract with and pay for a third-party acoustics expert to conduct post-construction sound measurements in accordance with Commission-adopted procedures, file results in the MPSC docket, and, if non-compliance is found, implement mitigation and repeat measurements until compliance is achieved and documented. The Post Construction Sound Monitoring Protocol is available in **Appendix C** (with information related to Exhibits A-1.2 & A-1.7 in the MPSC's AFIP).

**11. An agreement by the applicant to demonstrate compliance in accordance with sound modeling and measurement procedures adopted by the Commission with the sound provisions in the statute upon request by the MPSC in response to customer complaints and to maintain compliance with the sound provisions in the statute by implementing additional noise mitigation measures during facility operations should the sound levels be non-compliant with the statute.**

The Project has been designed to minimize audible sound at non-participating dwellings by siting sound producing technology, such as turbines and substation transformer, at a reasonable distance from noise-sensitive non-participating properties. As demonstrated by the Sound Modeling Study (Pre-Construction Noise Analysis), **Appendix B** (with information related to Exhibits A-1.2 & A-1.7 in the MPSC's AFIP), sound levels will not exceed 55 average hourly decibels as modeled at the nearest outer wall of the nearest

dwelling located on an adjacent nonparticipating property. Should sound levels be non-compliant with the statute, the Project agrees to implementing additional noise mitigation measures during facility operation.

**12. For a wind project, an agreement by the applicant to mitigate shadow flicker that does not meet the statutory provisions, report to the Commission on the mitigation plans, and report to the Commission on the results of the mitigation to reduce the shadow flicker. Such reports shall be filed in the MPSC docket assigned to the project**

A Shadow Flicker Study completed by Stantec Consulting Services Inc. has been created in full compliance with regulations for wind facilities. The Shadow Flicker Study includes the potential amount of shadow flicker on sensitive receptors, including occupied buildings, non-participating residences, public roads, and right-of-way as well as a facility description, maps and descriptions of shadow flicker sources and monitoring locations, modeling results, and an assessment of compliance with shadow flicker limits. The study was completed using five different turbine technologies currently being considered for the Project. The majority of non-participating parcels will receive less than 10 hours of shadow flicker per year due to operation of the Project. Turbines that produce more than thirty (30) hours of shadow flicker per year will be mitigated by an approach or combination of approaches as outlined in the Shadow Flicker Study. Refer to **Appendix D** (with information related to Exhibits A-1.2 & A-1.8 in the MPSC's AFIP) for results of the Shadow Flicker Study.

The Project agrees to mitigate shadow flicker that does not meet statutory provisions, report to the Commission on mitigation plans, and report to the Commission on the results of the mitigation. The reports will be filed periodically in the docket.

**13. An agreement by the applicant to, at the applicant's cost, contract with a third party to conduct a pre-construction study of radio reception near planned installation of wind facilities and to remedy, at the applicant's cost, any impacts to reception caused by the wind energy facility and restore reception to at least the levels present before the wind energy facility began operations. If no impact is expected, provide support for why this is not necessary to include.**

The Project contracted a third party, ComSearch, to conduct pre-construction signal interference studies to analyze potential effects on AM and FM radio broadcast stations, emergency service frequencies, microwaves, mobile phone carriers, and wireless internet service providers. No turbines associated with the Project will be installed in any location where their proximity to existing fixed broadcast, retransmission, or reception antennas for radio, television, or wireless phone or other personal communication systems would produce electromagnetic interference with signal transmission or reception. No turbines associated with the project shall be installed in any location along the major axis of an existing microwave communications link where its operation is likely to produce electromagnetic interference in the link's operation. As a result, no impact is expected and the Project remains in full compliance with all listed regulations. Refer to the Signal Interference Studies in **Appendix S** (with information related to Exhibit A-7 in the MPSC's AFIP) of the application package.

**14. For battery storage projects, an agreement by the applicant to provide annual training for local fire departments and other first responders. For wind and solar projects, an agreement to conduct additional training for local fire departments and other first responders upon request.**

The proposed Project is not a battery energy storage system facility and thus the standards for approval in A-14.14 do not apply.

**15. Approval contingent upon receiving approval for all necessary applicable state, federal, and local permits and all permits need to be obtained before beginning construction on the portion of the project for which the permit is necessary.**

The Project will obtain all necessary applicable state, federal, and local permits before beginning construction on the portion of the project for which the permit is necessary. To-date the Project has obtained DNHs issued by the FAA for forty-two (42) of the proposed turbines. As permits are received for the Project, copies of issued permits will be provided to the MPSC within an updated Permit List and Status located in **Appendix Q** (Exhibit A-6.3).

**16. Approval contingent upon the execution of a decommissioning agreement approved by the Commission and an agreement by the applicant to demonstrate that financial assurance has been acquired and will be maintained throughout the operational life of the facilities, as outlined in the decommissioning agreement.**

The draft Decommissioning Plan and Estimate for the proposed Project, included in **Appendix X** (Exhibit A-13.1 & 13.2) covers all essential aspects for safe removal of the wind facility and land restoration. It includes a facility overview, expected useful life, triggers for decommissioning, and soil analysis to ensure post-decommissioning soil quality. The Decommissioning Plan outlines the process for dismantling and removing facility components, hazardous materials management, and recycling or disposal methods. Anticipated permits for demolition and temporary construction will be obtained prior to decommissioning.

The Decommissioning Plan includes commitments for periodic updates, landowner coordination, and assurances of compliance with MPSC requirements. The Project will execute a decommissioning agreement approved by the Commission and will acquire and maintain financial assurance throughout the operational life of the project, as outlined in the agreement and required by the Commission.

**17. An agreement by the applicant to comply with all other applicable (non-zoning) ordinances throughout the operational life of the facilities that were in effect at the time the MPSC certificate was issued.**

The Project will comply with all other applicable (non-zoning) ordinances throughout the operational life of the facility that were in effect at the time the MPSC certificate was issued, except to the extent that such non-zoning ordinances conflict with or are more restrictive than the requirements of section 226(8) of Act 233.

**18. An agreement by the applicant to comply with the provision of periodic reports over time (as specified by the Commission as a condition of approval) on the amount of electricity produced per turbine or per parcel, a report listing complaints received during the time period as well as the developer/operators' response including resolution and/or plans for mitigation, a report outlining the operating condition and performance of the facilities on the site (including non-producing ancillary equipment, structures, fencing, locks, gates, screening, vegetative ground cover and other items specifically listed in the condition), a report listing any failures of equipment or structures that took place during the period as well as repairs that have been made during the time period or are planned or underway, and a report of any improvements made to the site or facilities during the period as well as any planned improvements or planned changes to the site or facilities including changes to fencing or ancillary equipment during the reporting period, to be filed in the docket.**

The Project agrees to provide periodic reports as specified by the Commission as a condition of approval, including the following:

- A report on the amount of electricity produced per turbine;
- A report of complaints received and its resolution/plan for mitigation;

- A report outlining the operating condition and performance of the facilities on the site (including non-producing ancillary equipment, structures, fencing, locks, gates, screening, vegetative ground cover and other items specifically listed in the condition);
- A report listing any failures of equipment or structures that took place during the period as well as repairs that have been made during the time period or are planned or underway; and
- A report of any improvements made to the site or facilities during the period as well as any planned improvements or planned changes to the site or facilities including changes to fencing or ancillary equipment during the reporting period, to be filed in the docket.

**19. An agreement by the applicant to provide annual maintenance plans and annual inspection results in the MPSC docket assigned to the project.**

The Project agrees to provide annual maintenance plans and annual inspection results in the MPSC docket assigned to the project.

**20. An agreement by the applicant to utilize a project labor agreement or operate under a collective bargaining agreement for the construction and maintenance work to be performed.**

Siting of the Project will provide both short-term economic gain and bring additional full-time jobs to the community. Local, regional, and state economies will benefit from project construction and operation by creating approximately 300-400 temporary construction jobs and up to 11 full-time positions to support operations of a wind energy facility. The Project will utilize a labor agreement or operate under a collective bargaining agreement for work to be performed.

**21. An agreement by the applicant to enter into an agreement with the County Road Agency regarding reimbursement for the repair and restoration of County roads modified or damaged during the construction process. In lieu of an agreement with a County Road Agency, a signed letter from the County Road Agency indicating that an agreement is not necessary may be submitted.**

The Project agrees to enter into a road use agreement with the Sanilac County Road Commission regarding reimbursement for the repair and restoration of County roads modified or damaged during the construction process. The Applicant understands that a signed letter from the Sanilac County Road Commission indicating that an agreement is not necessary may be submitted.