



**PROPOSED AGENDA  
REGULAR MEETING OF THE PORTLAND CITY COUNCIL**

7:00 P.M. Monday, March 1, 2021

City Council Chambers

City Hall, 259 Kent St, Portland, MI 48875

And Via Virtual Zoom Meeting ID# 861 6190 7845

<b>Estimated Time</b>		<b><u>Desired Outcome</u></b>
7:00 PM	<b>I. <u>Call to Order</u></b>	Decision
7:01 PM	<b>II. <u>Pledge of Allegiance</u></b>	
7:02 PM	<b>III. <u>Acceptance of Agenda</u></b>	
7:03 PM	<b>IV. <u>Public Comment</u></b> (5-minute time limit per speaker)	
7:08 PM	<b>V. <u>City Manager Report</u></b>	
7:20 PM	<b>VI. <u>Presentations</u></b> A. DDA Director ConnerWellman – Downtown Report	
	<b>VII. <u>Public Hearing(s)</u></b> - None	
	<b>VIII. <u>Old Business</u></b> - None	
	<b>IX. <u>New Business</u></b>	
7:25 PM	A. Proposed Resolution 21-08 Approving the Budget for Fiscal Year 2021-2022 for the Portland Area Fire Authority	Decision
7:28 PM	B. Proposed Resolution 21-09 Approving the Board of Light and Power's Recommendation to Designate the City Manager, Tutt Gorman as the Member Authorized Representative	Decision
7:30 PM	<b>X. <u>Consent Agenda</u></b>	Decision
	A. Minutes & Synopsis from the Regular City Council Meeting on February 16, 2021	
	B. Payment of Invoices in the Amount of \$100,750.12 and Payroll in the Amount of \$104,864.12 for a Total of \$205,614.24	
	C. Purchase Orders over \$5,000.00	
	1. State of Michigan in the Amount of \$7,297.35 for the Grand River Avenue Bridge Project	
	<b>XI. <u>Communications</u></b>	
	A. Amanda Johnston Board & Commission Application	
	B. DDA Minutes for January 25, 2021	
	C. DDA Treasurers Report for February 22, 2021	
	D. Police Department Report for January 2021	
	E. Utility Billing Reports for February 2021	
	F. Wastewater Treatment Plant Report for January 2021	
	G. MPSC Notice of Hearing for Consumers Energy	

<b><u>Estimated Time</u></b>
7:33 PM
7:35 PM
7:40 PM
7:45 PM

**XII. Other Business** – None

**XIII. City Manager Comments**

**XIV. Council Comments**

**XV. Adjournment**

<b><u>Desired Outcome</u></b>
Decision

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

Council Member \_\_\_\_\_, supported by Council Member \_\_\_\_\_, made a motion to adopt the following resolution:

**RESOLUTION NO. 21-08**

**A RESOLUTION APPROVING THE BUDGET FOR  
FISCAL YEAR 2021-2022 FOR THE  
PORTLAND AREA FIRE AUTHORITY**

**WHEREAS**, the City of Portland, Portland Township, and Danby Township have approved a Joint Fire and Emergency Services Agreement (“Agreement”) to create the Portland Area Fire Authority (Authority); and

**WHEREAS**, the Portland Area Fire and Emergency Services Board (the “Board”) recommend the proposed budget for the entities to adopt for FY 2021-2022 (See the budget formula, and proposed budget, attached hereto as Exhibit A); and

**WHEREAS**, the Authority has forwarded copies of their approved recommended budget options for FY 2021-2022 to the City Council and Township Boards for approval pursuant to Section 2.2(a) of the Agreement; and

**WHEREAS**, City staff reviewed the proposed budget and the funding formula governing the percentage of budget funded by each entity and recommends that City Council approve same; and

**WHEREAS**, City staff further recommends that going forward the Board adopt a fund balance policy as approved by City Council through Resolution 20-10 (attached hereto as Exhibit B), as well as a capital improvement plan to be reviewed and approved by each entity during the budget approval process.

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The City Council approves the Authority’s proposed budget, for FY 2020-2021, a copy of which is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** March 1, 2021

\_\_\_\_\_  
**Monique I. Miller, City Clerk**



## PORTLAND AREA FIRE AUTHORITY

773 E Grand River Ave

Portland MI 48875

517-647-2950

To: The City of Portland, Danby Twp. & Portland Twp.

Subject: PAFA Proposed Budget for Fiscal year 2021/2022 Date: January 15, 2021

As the Portland Area Fire Authority starts 2021, we are looking ahead for our fiscal year 2021/2022. We have held our budget workshop and are submitting our proposal as recommended by the PAFA Board for your consideration for the next fiscal year. The PAFA board has recommended a budget in the same amount of last year: \$287,455.00. This will be the fourth year in a row we were able to submit a budget without an increase, and in fact all four are a decrease from the 2017/2018 of five years ago.

I have attached that proposal on a spread sheet alongside of last year's budget. I have also attached the 2021/2022 budget formula as updated. The dollar amounts reflected in the proposed budget are based on the updated budget formula. There were only a few line items that changed and all of them were just slight adjustments. We seem to have hit our sweet spot as far as funding after some early ups and downs. Our goal has been to anticipate future needs and begin to assign funding each year rather than be reactionary to needs and get hit for large amounts all in one budget year.

This year has been a challenge for everyone with the Covid-19 issues. That challenge has been very unique for the fire service. The members of PAFA have stepped up and adapted to meet the challenges. We had tasked the Chief in last year's review to work on recruitment and retention of firefighters as that is a national issue facing small departments. I am pleased to say that as of the first of the year we have 27 active members. I can't overstate how fortunate our community is to have a department with that many members. This only happens when you have motivated existing members, who through their words and actions, draw others who want to be part of something positive within their community to want to join. Great attitudes depend on great leadership of the officers, modern quality equipment that everyone takes pride in and the latest quality safety equipment to help protect them. None of this happens without the support of the local units of government and for that we thank you.

Another thing worth noting that happened this year was we applied for and received a grant for \$24,000 from the State for "First Responder Hazard Pay Premium Program". This grant could only be used as a pay premium bonus for first responders. We were able to award all 24 firefighters (24 was the number of members when we applied) a \$1000 bonus.

We continue to keep a close eye on the brush trucks as I spoke about last year. They were handed down from the Electrical Department/DNR and have thousands of hours on them and are not worth putting any money into them. Our plan is basically to run them until we can't and then replace them. That day is getting near.

I would like to thank all of you for your continued support of PAFA. I think PAFA is a wonderful asset to our community.

Sincerely,

Mark Ackerson, Chair  
Portland Area Fire Authority

Portland Area Fire Authority  
 Profit & Loss Budget vs. Actual

	Past	Present	Future
	Jul '19 - Jun 20	Jul '20 - Jun 21	Jul '21 - Jun 22
<b>Income</b>			
<b>400 - Contributions/Grants</b>			
405 - City of Portland - 41.94%	119,839.99	121,018.56	120,558.63
410 - Danby Township - 20.89%	63,067.63	60,336.80	60,049.35
415 - Portland Twp - 37.17%	104,547.38	106,099.64	106,847.02
<b>Total 400 - Contributions/Grants</b>	<b>287,455.00</b>	<b>287,455.00</b>	<b>287,455.00</b>
<b>440 - Interest</b>			
<b>460 - Donations/fund balance</b>	0.00	0.00	0.00
<b>Total Income</b>	<b>287,455.00</b>	<b>287,455.00</b>	<b>287,455.00</b>
<b>Expense</b>			
<b>700 - Salaries</b>			
703 - Chief Salary	10,000.00	11,000.00	11,000.00
704 - Assistant Chief	2,100.00	2,595.00	2,595.00
705 - Officers	5,190.00	5,190.00	5,190.00
707 - FireFighters	30,000.00	33,600.00	33,600.00
708 - Apparatus Maintenance Wages	2,460.00	3,000.00	3,000.00
<b>Total 700 - Salaries</b>	<b>49,750.00</b>	<b>55,385.00</b>	<b>55,385.00</b>
<b>710 - Fringe Benefits</b>			
711 - Workers Comp	4,500.00	5,500.00	5,500.00
712 - FICA	4,300.00	4,300.00	4,300.00
<b>Total 710 - Fringe Benefits</b>	<b>8,800.00</b>	<b>9,800.00</b>	<b>9,800.00</b>
<b>720 - Office Supplies</b>	800.00	1,000.00	1,000.00
<b>728 - Dues &amp; Subscriptions</b>	450.00	1,000.00	1,000.00
<b>730 - Operating Expenses</b>			
730.1 Engine 7 2019	0.00	1,500.00	1,500.00
732 - Engine 11-1991 Pumper	5,000.00	5,000.00	5,000.00
733 - Engine 1-1999 Rescue Pumper	3,000.00	0.00	0.00
736 - Brush 6- 1994 Grass Rig	400.00	400.00	400.00
737 - Brush 8- 1994 Grass Rig	400.00	400.00	400.00
738 - Brush 12- 1996 DNR Grass Rig	400.00	0.00	0.00
740 - Car 4 - Excursion- Support	1,300.00	500.00	500.00
743 - Marine 1- Zodiac Boat w/ motor	200.00	200.00	200.00
744 - Old Engine 1- 1942 Pumper	500.00	200.00	200.00
745 - Tanker 9 - 2015	1,000.00	1,000.00	1,000.00
<b>Total 730 - Operating Expenses</b>	<b>12,200.00</b>	<b>9,200.00</b>	<b>9,200.00</b>
<b>746 - Turnout Gear</b>	11,100.00	14,400.00	14,400.00
<b>747 - Uniforms</b>	800.00	1,600.00	680.00
<b>748 - Gas &amp; Fuel</b>	2,000.00	2,500.00	2,500.00
<b>750 - Employee Program</b>			
751 - Infectious Control Program	0.00	0.00	0.00
752 - Respiratory Program	11,000.00	2,500.00	3,000.00
753 - Health Testing	500.00	600.00	600.00
<b>Total 750 - Employee Program</b>	<b>11,500.00</b>	<b>3,100.00</b>	<b>3,600.00</b>

**Portland Area Fire Authority  
 Profit & Loss Budget vs. Actual**

	Past	Present	Future
	Jul '19 - Jun 20	Jul '20 - Jun 21	Jul '21 - Jun 22
<b>770 - Equipment Maintenance</b>	500.00	500.00	500.00
<b>780 - Maintenance Agreements</b>	6,000.00	6,250.00	6,250.00
<b>790 - Building Maintenance</b>	1,500.00	1,500.00	1,500.00
<b>800 - Professional Services</b>			
<b>801 - Accounting Services</b>	5,100.00	5,100.00	5,100.00
<b>802 - Bank Charges</b>	0.00	0.00	0.00
<b>803 - Computer Consulting</b>	500.00	500.00	500.00
<b>804 - Legal Services</b>	500.00	500.00	500.00
<b>Total 800 - Professional Services</b>	6,100.00	6,100.00	6,100.00
<b>810 - Advertising</b>	500.00	500.00	500.00
<b>815 - Audit Services</b>	2,700.00	2,900.00	2,900.00
<b>820 - Trash Removal/Sanitation</b>	300.00	300.00	300.00
<b>824 - Training</b>	3,500.00	4,500.00	4,500.00
<b>840 - Insurance Expenses</b>			
<b>841 - Vehicle Insurance</b>	10,000.00	10,000.00	10,000.00
<b>842 - Building Insurance</b>	500.00	500.00	500.00
<b>843 - Liability Insurance</b>	5,800.00	5,800.00	5,800.00
<b>Total 840 - Insurance Expenses</b>	16,300.00	16,300.00	16,300.00
<b>850 - Communication Expenses</b>			
<b>851 - Internet Expense/Website</b>	160.00	160.00	580.00
<b>852 - Radios/Pagers</b>	3,000.00	3,000.00	3,000.00
<b>853 - Telephones/Internet</b>	1,400.00	1,500.00	1,500.00
<b>Total 850 - Communication Expenses</b>	4,560.00	4,660.00	5,080.00
<b>880 - Inner Department Expenses</b>			
<b>881 - Fire Safety &amp; Prevention</b>	750.00	750.00	750.00
<b>882 - S.C.B.A Program</b>	1,000.00	4,000.00	4,000.00
<b>Total 880 - Inner Department Expenses</b>	1,750.00	4,750.00	4,750.00
<b>890 - Interest Expense</b>			
<b>920 - Utilities Expense</b>			
<b>922 - Gas &amp; Electric</b>	8,000.00	9,000.00	9,000.00
<b>923 - Water &amp; Sewer</b>	850.00	850.00	850.00
<b>924 - Water - Fires and Training</b>	150.00	150.00	150.00
<b>Total 920 - Utilities Expense</b>	9,000.00	10,000.00	10,000.00
<b>955 - Board Supplies</b>	500.00	365.00	365.00
<b>960 - Depreciation</b>			
<b>Total Expense</b>	150,610.00	156,610.00	156,610.00
	136,845.00	130,845.00	130,845.00
<b>Other Expense</b>			
<b>970 - Capital Outlay</b>			
<b>976 - Equipment Purchase</b>	30,000.00	25,000.00	25,000.00
<b>977 - Office Equipment/Furniture</b>	2,000.00	1,000.00	1,000.00
<b>979 - Vehicle Replacement Fund</b>	104,845.00	104,845.00	104,845.00
<b>Total 970 - Capital Outlay</b>	136,845.00	130,845.00	130,845.00

# Portland Area Fire Authority Profit & Loss Budget vs. Actual

	Past	Present	Future
	Jul '19 - Jun 20	Jul '20 - Jun 21	Jul '21 - Jun 22
Total Other Expense	136,845.00	130,845.00	130,845.00
Net Other Income	(136,845.00)	(130,845.00)	(130,845.00)
Net Income	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Portland Area Fire Authority- Funding Formula- Fiscal Year 2021/2022

	City	Danby	Portland	Totals	Percent	City	Danby	Portland
<b>SEV</b>	\$ 113,581,945	\$ 101,593,000	\$ 181,044,000	\$ 396,218,945.00	33.333			
<b>%</b>	28.67%	25.64%	45.69%			9.55	8.55	15.23
<b>Population</b>	3,884	2,306	3,404	9594	33.333			
<b>%</b>	40.48%	24.04%	35.48%			13.49	8.01	11.83
<b>Runs</b>	144	33	77	254	33.333			
<b>%</b>	56.69%	12.99%	30.32%			18.90	4.33	10.11
				<b>FY 21/22 %'s</b>	<b>Total %</b>	<b>41.94</b>	<b>20.89</b>	<b>37.17</b>
<b>Fire Runs</b>								
2018	50	10	30					
2019	55	10	24					
2020	39	13	23					
totals for 18/19/20	144	33	77					
% by Entity	56.69%	12.99%	30.32%					
<b>Prior Year Information</b>								
<b>Fire Runs</b>								
2017	49	13	26					
<b>FY 20/21 %</b>	<b>42.10%</b>	<b>20.99%</b>	<b>36.91%</b>					
Updated 1/6/2021 - Mark Ackerson								

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

Council Member Fitzsimmons, supported by Council Member Johnston, made a motion to adopt the following resolution:

**RESOLUTION NO. 20-10**

**A RESOLUTION TO APPROVE A RECOMMENDED UNASSIGNED  
FUND BALANCE FOR THE PORTLAND AREA FIRE AUTHORITY**

**WHEREAS**, the City of Portland, Portland Township and Danby Township (collectively, the Portland Area Fire Authority, hereinafter "PAFA") have been discussing the need to establish an unassigned fund balance level; and

**WHEREAS**, the City Manager and the Township Supervisors will work to propose an unassigned fund balance level to PAFA; and

**WHEREAS**, the City's Auditors, Manner Costerisan, recommends a fund balance of 15%-20% as a general rule, an email from Principal, Steven R. Kirkinovic is attached as Exhibit A; and

**WHEREAS**, the City Manager and Finance Director are comfortable with the Auditor's recommendation, but are continuing to work with the Townships on this matter so that there is consensus with this decision; and

**WHEREAS**, the City Manager and Finance Director would be agreeable to 25% unassigned fund balance, but no more than 30%.

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The Portland City Council approves and authorizes the City Manager and Finance Director to recommend a fund balance level to PAFA up to 30%.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:** Fitzsimmons, Johnston, VanSlambrouck, Sheehan, Barnes

**Nays:** None

**Absent:** None

**Abstain:** None

**RESOLUTION DECLARED ADOPTED.**

**Dated:** February 18, 2020

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**Monique I. Miller, City Clerk**

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

Council Member \_\_\_\_\_, supported by Council Member \_\_\_\_\_, made a motion to adopt the following resolution:

**RESOLUTION NO. 21-09**

**A RESOLUTION APPROVING THE BOARD OF LIGHT AND POWER'S  
RECOMMENDATION TO DESIGNATE THE CITY MANAGER, TUTT  
GORMAN AS THE MEMBER AUTHORIZED REPRESENTATIVE**

**WHEREAS**, the Michigan Public Power Agency (MPPA) provides a means for Michigan municipalities which are members of MPPA to secure electric power and energy for their present and future needs; and

**WHEREAS**, the City of Portland as a member of the MPPA's Energy Services Project Committee enters into transactions to meet a portion of its load requirements by purchasing power that MPPA will purchase on the open market pursuant to the terms of the Energy Service Agreement (ESA), a copy of the ESA is attached as Exhibit A; and

**WHEREAS**, Section 2 of the ESA requires the Member's Governing Body to designate a Member Authorized Representative ("MAR") and

**WHEREAS**, at the regularly scheduled meeting of the Board of Light and Power, the Board recommended to designate the City Manager, Tutt Gorman to act as the City's MAR to approve risk management transactions or the delegation of such authority to MPPA, a copy of a memo from the Acting Electric Superintendent is attached as Exhibit B.

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The City Council approves the Board of Light and Power's recommendation to designate the City Manager, Tutt Gorman to act as the City's MAR to approve risk management transactions or the delegation of such authority to MPPA.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** March 1, 2021

\_\_\_\_\_  
**Monique I. Miller, City Clerk**

## ENERGY SERVICES AGREEMENT

This Energy Services Agreement ("Agreement") is made and entered into as of Oct 12, 2011, by and between MICHIGAN PUBLIC POWER AGENCY ("MPPA"), a body corporate and politic of the State of Michigan, created pursuant to 1976 PA 448 and City of Portland (the "Participant").

WHEREAS, MPPA was organized under Act 448 to provide a means for those Michigan municipalities which are members of MPPA to secure electric power and energy for their present and future needs; and

WHEREAS, the Midwest Independent Transmission System Operator, Inc. ("MISO") has implemented its Midwest Market Initiative ("MMI") that has increased the complexity, effort and required expertise for dealing in the wholesale electric power market; and

WHEREAS, on March 11, 2009, the MPPA Board of Commissioners by action in open meeting created the Energy Services Project ("Project"); and

WHEREAS, MPPA has, or is acquiring, the personnel, systems and facilities necessary to provide the needed energy services for the Participant:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

### **Section 1. Term of Contract.**

This Agreement shall become effective as of the date upon which it is fully executed by the parties hereto and shall have an initial term until December 31, 2015. This Agreement shall automatically extend each year thereafter for a one year period ending on the next succeeding December 31 unless terminated by the Participant or MPPA prior to any such automatic extension, pursuant to Sections 9, 12, or 16.

### **Section 2. Energy Services.**

(a) MPPA shall perform the Energy Services for the Participant as described in Exhibit 1. Additional Energy Services may be provided by MPPA hereunder as mutually agreed to by MPPA and the Participant consistent with MPPA's approved Energy Risk Management (ERM) Policy, attached as Exhibit 2, as may be amended from time to time by MPPA's Board of Commissioners. Such additional Energy Services may include negotiating arrangements for the sale or purchase of power or capacity from or to third parties on behalf of the Participant, if and to the extent requested and approved by the Participant in accordance with MPPA's established ERM Policy. For purposes of this Agreement, any purchase or sale commitments, transactions, and agreements with third parties for power, transmission, capacity,

back-up power, or any other related market activities made on behalf of the Participant and provided hereunder as an Energy Service by MPPA, are collectively referred to as a Power Purchase Commitment or "PPC." If Energy Services include such transactions and commitments for purchases or sales on behalf of the Participant, any obligation or responsibility of MPPA to provide power as an Energy Service shall be limited solely to the power actually delivered to MPPA by the third party or the Participant. MPPA shall not be liable or obligated for direct or indirect damages, charges or expenses incurred or suffered by the Participant in the event the third party or Participant is unable for any reason to comply with such PPC. MPPA will, however, use its best efforts to (i) resolve any situation or circumstance where the third party or Participant is not complying with the PPC it agreed to, and (ii) arrange for alternative sources of power as may be necessary, if requested by the Participant.

Additionally, Participant may independently negotiate bilateral transactions with third parties for power supply, transmission, and related services outside of this Agreement. For such transactions, MPPA may, upon mutual agreement of MPPA and the Participant, perform scheduling, settlement, and billing services in accordance with Exhibit 1 to facilitate these Participant-negotiated transactions.

(b) Within thirty (30) days of the execution date of this Agreement, the Participant shall designate in writing to MPPA a "Member Authorized Representative" or MAR to act on its behalf in matters concerned with this Agreement and MPPA's ERM Policy. The MAR shall have the responsibilities and obligations defined in MPPA's ERM Policy attached as Exhibit 2, as it may be amended from time to time by MPPA's Board of Commissioners.

(c) All transactions under this Agreement must comply with Exhibit 2, as it may be amended from time to time by MPPA's Board of Commissioners.

(d) This Agreement shall be administered by an Energy Services Project Committee, composed of one member from each participant who executes a substantially similar version of this Agreement with MPPA, including the Participant.

### **Section 3. Cooperation and Exchange of Information.**

MPPA and the Participant recognize that successful execution of the desired Energy Services will require cooperation and frequent exchanges of information between MPPA, the Participant, and the appropriate Regional Transmission Organization (RTO). MPPA and the Participant each agree to make all reasonable efforts to provide needed information to the other party and to the appropriate RTO in a timely manner. Further, MPPA and the Participant each agree to make all reasonable efforts to assist the other party in obtaining any data necessary for the execution of the desired Energy Services from any third party. The Participant agrees to provide billing quality meter data in a format consistent with the services provided by MPPA. The Participant will enter into an agreement with MPPA for acquisition, transmission, and management of billing quality data. As the Participant may have separate arrangements for data with MPPA, minimum specifications for billing quality meter data are detailed in the attached Exhibit 3, and may change as applicable industry standards are modified.

**Section 4. Billing and Method of Payment.**

(a) MPPA shall provide the Participant weekly invoices for any applicable PPC, identified Energy Services, and RTO-related charges and expenses incurred by MPPA as a result of the services provided to the Participant and monthly invoices for any remaining administrative, overhead, and associated expenses relating to other Energy Services provided to the Participant under this Agreement. Such invoices shall comply with the procedures and protocol set forth in Section 3 of Exhibit 1 hereto.

(b) Weekly payments required to be paid by the Participant to MPPA pursuant to this Section 4 based on pass-through charges received for Market-related activities shall be paid, via wire transfer, within five days of receipt of invoice. Payments received by MPPA based on pass-through revenues allocated to the Participant shall be paid to the Participant, via wire transfer, within five days of receipt. Participant may, at its discretion, provide to MPPA twice the working capital required in Section 5 to allow for monthly payment of charges in lieu of weekly payments.

(c) Monthly payments required to be paid to MPPA for related administrative expenses pursuant to this Section 4 shall be due and payable to MPPA at the principal office of MPPA, or such other address as MPPA shall designate in writing to the Participant, on the 25<sup>th</sup> day of the Month for the preceding month's expenses, or within ten business days after Participant's receipt of the invoice, whichever is later.

(d) If payment in full is not made on or before the close of business on the due date, a delayed-payment charge on the unpaid amount due for each day overdue will be imposed at a rate equal to twelve percent (12%) per annum plus \$500 per occurrence. If the due date is Saturday, Sunday, or a bank holiday, the next following business day shall be the last day on which payment may be made without the addition of the delay-payment charge.

(e) In the event of any dispute as to any portion of any statement, the Participant shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to MPPA not later than the date such payment is due, if the Participant is already aware of the dispute, or within thirty (30) days of discovering the grounds for the disputed charges, but only if the Participant could not have reasonably been expected to have discovered the grounds for dispute by the original due date. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds upon which such a dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as required above. MPPA shall give consideration to such dispute and shall advise the Participant in writing of its position within thirty (30) days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such corrected amount and the billed amount shall be subtracted from the next statement submitted to the Participant after such determination or, if this Agreement has terminated, shall be paid to Participant within thirty (30) days of such determination. The Participant shall continue to be responsible for its share of financial obligations associated with this Agreement even after the termination of this Agreement.

**Section 5. Working Capital.**

(a) The minimum working capital level for services provided under this Agreement shall be equal to the approximate maximum one month's expenses for the Participant under this Agreement over the most recent calendar year. Working capital balances for each Participant in the Project shall be transferred to a working capital fund. Such amounts may be commingled with the working capital contributions of other participants and MPPA may invest such moneys in certificates of deposit, savings accounts, deposit accounts, or depository receipts of a bank which is a member of the Federal Deposit Insurance Corporation or a savings and loan association which is a member of the Federal Savings and Loan Insurance Corporation or a credit union which is insured by the National Credit Union Administration. Such amounts may be used for working capital purposes, including making advances or payments in accordance with this Agreement. MPPA shall allocate in its records an appropriate amount of working capital to each Participant based on its contributions.

(b) In the event of a default by a Participant, MPPA may apply the Participant's working capital balance up to the extent of its current financial obligations under this Agreement to satisfy such obligations.

(c) Upon termination of this Agreement, the Participant shall receive full reimbursement of its working capital balance less any outstanding financial obligations incurred under this Agreement.

**Section 6. Accounting.**

MPPA agrees to keep accurate records and accounts relating to the Project in accordance with the Uniform System of Accounts, separate and distinct from its other records and accounts. The accounts shall be audited annually by a firm of certified public accountants, experienced in electric utility accounting and of national reputation, to be employed by MPPA. A copy of each annual audit, including all written comments and recommendations of such accountants, shall be furnished by MPPA to the Participant not later than 180 days after the end of each calendar year.

The Participant agrees to keep accurate records and accounts relating to the conduct of its business. The accounts shall be audited annually by a firm of certified public accountants to be employed by the Participant. A copy of each annual audit, including all written comments and recommendations of such accountants, shall be furnished by the Participant to MPPA within 180 days after the end of its fiscal year or at the time the Participant's fiscal year audit is completed.

**Section 7. Participant Covenants.**

The Participant agrees to collect rates, rents, fees and charges for electric power and energy and other services, facilities and commodities sold, furnished, or supplied through its electric system sufficient to provide revenues adequate to meet its obligations under this Agreement.

**Section 8. Default of Participant.**

Failure of the Participant to make to MPPA any of the payments when due for which provision is made in this Agreement shall constitute an immediate default on the part of the Participant.

**Section 9. Continuing Obligation, Right to Discontinue Service.**

In the event of any default referenced in Section 8 hereof, the Participant shall not be relieved of its liability for payment of the amounts in default and MPPA shall have the right to recover from the Participant any amount in default. In enforcement of any such right of recovery, MPPA may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Agreement against the Participant, and if the default is not cured within five business days following a written declaration of default by MPPA to the Participant, MPPA may, upon sixty (60) days' written notice to the Participant, terminate this Agreement and cease and discontinue providing all or any portion of the Energy Services shown on the attached Exhibit 1.

**Section 10. Transfer of Purchase Power Commitments Following Default.**

In the event of a default by any Participant and discontinuance of service pursuant to Section 9 of this Agreement,

(a) MPPA shall first offer to transfer to all other participants who have committed to the same PPC transaction (each a "Transaction Participant" and collectively, the "Transaction Participants") and are not in default a pro rata portion of the defaulting Participant's PPC that has been discontinued by reason of such default. Any part of such PPC of a defaulting Participant that is declined by any nondefaulting Transaction Participant shall be reoffered pro rata to the nondefaulting Participants which have accepted in full the first such offer. Such reoffering shall be repeated until such defaulting Participant's PPC has been reallocated in full or until all nondefaulting Transaction Participants have declined to take any additional portion of such defaulting Participant's PPC.

(b) In the event less than all of a defaulting Participant's PPC shall be accepted by the other Transaction Participants which are not in default pursuant to clause (a), MPPA shall use its reasonable best efforts to sell the remaining portion of the defaulting Participant's PPC for the remaining term of such defaulting Participant's PPC obligation; the agreement for such sale shall contain such terms and conditions as will not adversely affect the agreement of such defaulting Participant, including provisions for discontinuance of service upon default, and as are otherwise acceptable to MPPA; in the event of default and discontinuance of service under such agreement, the PPC sold pursuant to such agreement shall be offered and transferred as provided for defaulting Participants in this Section.

(c) In the event less than all of a defaulting Participant's PPC shall be accepted by the Transaction Participants which are not in default pursuant to clause (a) or sold pursuant to clause (b) of this Section, MPPA shall transfer the remaining portion of such defaulting Participant's PPC to all other Transaction Participants which are not in default in proportion to their respective total shares of the PPC transaction.

(d) Any portion of the PPC of a defaulting Participant transferred pursuant to this Section to a nondefaulting Transaction Participant shall become a part of and shall be added to the PPC of each transferee Transaction Participant, and the transferee Transaction Participant shall be obligated to pay for its PPC increased as aforesaid, and shall be entitled to the benefits associated with the increased PPC, as if the PPC of the transferee Transaction Participant, increased as aforesaid, had been stated originally as the PPC of the transferee Participant in its Energy Services Agreement with MPPA.

(e) In the event less than all of a defaulting Participant's PPC is sold or transferred to nondefaulting Transaction Participants pursuant to this Section, MPPA shall use its reasonable best efforts to sell the remaining portion of a defaulting Participant's PPC or the energy associated therewith on such terms and conditions as are acceptable to MPPA, including, but not limited to, the possible sale at locational marginal pricing. The defaulting Participant shall remain liable for its PPC and other obligations and expenses under this Agreement, except that the obligation of the defaulting Participant to pay MPPA shall be reduced to the extent that payments are received by MPPA for that portion of the defaulting Participant's PPC which may be transferred or sold as provided in this Section.

**Section 11. Other Default by Participant.**

In the event of a failure of the Participant to fix, charge or collect rates or charges adequate to provide revenue sufficient to enable the Participant to pay all amounts due to MPPA under this Agreement or in the event of any default by the Participant under any other covenant, agreement or obligation of this Agreement, MPPA may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Agreement against the Participant.

**Section 12. Default by MPPA.**

In the event of any default by MPPA under any covenant, agreement or obligation of this Agreement, the Participant's remedy for such default shall be limited to (1) mandamus, injunction, action for specific performance or any other available equitable remedy as may be necessary or appropriate, and/or (2) termination of this Agreement upon at least sixty (60) days' written notice to MPPA; provided, however, for purposes of this Section 12, the date of termination shall be the date which is the latest of (i) 60 days after the date written notification of termination is given, (ii) the expiration or satisfaction of the Participant's obligations with respect to its PPC, and (iii) the date of receipt by MPPA of full payment by or for the Participant for any Energy Services provided under this Agreement, including, but not limited to, any obligations

and expenses owing to MPPA related to the Participant's PPC for which MPPA is not entitled to receive payment from others.

**Section 13. Abandonment of Remedy.**

In case any proceeding or action taken on account of any default shall have been discontinued or abandoned for any reason, the parties shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of MPPA and the Participant shall continue as though no such proceedings had been taken.

**Section 14. Waiver of Default.**

Any waiver at any time by either MPPA or the Participant of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Agreement, shall not be a waiver with respect to any subsequent default, right or matter.

**Section 15. Liability of Parties.**

MPPA and the Participant each recognize that the Project constitutes a separate project of MPPA. In accordance with Section 12 hereof, the Participant shall assert no monetary claims or money damage claims against MPPA for any default or breach of this agreement, and the Participant is limited to equitable relief as provided therein. In addition, the parties agree that under no circumstances shall the financial assets, funds and accounts and physical assets of any other MPPA project be available to satisfy any of MPPA's obligations to the Participant under this Agreement. The sole available recourse for the Participant or MPPA for any acts, errors or omissions by the other party, other than a "default" under Sections 8, 11 or 12 of this Agreement, shall be the withholding of currently owed amounts or suspension of the provision of Energy Services, followed by the termination of this Agreement.

**Section 16. Termination or Amendment of Agreement.**

This Agreement may be terminated by either party after the initial term (i.e., to become effective no earlier than December 31, 2015) for any reason upon the provision of at least 120 days' written notice to the other party of its desire to terminate the Agreement. The proposed termination date of the Agreement made pursuant to Section 16 shall be on a December 31; provided, however, for purposes of this Section 16, the actual date of termination shall be the date which is the latest of (i) the first December 31 following expiration of the notice period, (ii) the date of expiration or satisfaction of the Participant's obligations with respect to its PPC. The obligation shall be considered satisfied if, upon request of the Participant, the Participant has executed another agreement with MPPA, the form of which has been approved by the MPPA Board of Commissioners and the Participant's governing body, and otherwise meets the requirements of Section 8 of the MPPA Energy Risk Management Policy approved by the MPPA Board of Commissioners on July 13, 2011, and (iii) the date of receipt by MPPA of full payment by or for the Participant for any Energy Services provided under this Agreement, including, but

not limited to, any obligations and expenses owed to MPPA related to the Participant's PPC for which MPPA is not entitled to receive payment from others. This Agreement may also be terminated pursuant to Sections 9, or 12 of this Agreement.

The Participant and MPPA both recognize that charges, fees, expenses and settlements may survive the term of this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event such charges, fees, expenses and settlements are incurred as the result of services provided under this Agreement, the Participant shall continue to remain liable and financially responsible for all costs associated with the charges, fees, expenses and settlements until they are recovered in full, and MPPA shall remain obligated to pay to the Participant any revenues it may receive on behalf of the Participant in connection with such settlements.

Except for changes to any Exhibits, including Attachments, included as part of this Agreement, made in accordance with Section 2, any amendments to this Agreement shall be approved by the governing board of each party hereto as executed by authorized signers before any such amendment shall be effective.

**Section 17. Applicable Law; Construction.**

This Agreement is made under and shall be governed by the law of the State of Michigan. Headings herein are for convenience only and shall not influence the construction hereof.

**Section 18. Severability.**

If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers respectively, being thereunto duly authorized, as of the day and year first above written.

**MICHIGAN PUBLIC POWER AGENCY**

By *Annette Allen*

Chairperson

Attest:

\_\_\_\_\_

*CITY OF Portland*  
(Participant)

By *[Signature]*

Its *Electric Supt.*

Attest:

*Brent R. Henry*

**EXHIBIT 1**

**Energy Services  
To be provided by  
Michigan Public Power Agency**

The following listing identifies those services that the MPPA will perform for the Participant.

**1. General Provisions**

- a. The Project will share facilities, software and personnel with the other MPPA projects and committees, since all of these projects will need enhanced scheduling services under the RTO structure.
- b. Personnel charges against the Project will be based on personnel time charged specifically for the Energy Services contained herein and additional services as agreed to by MPPA and the Participant.
- c. MPPA overheads will be allocated to the Project in a manner agreed to and approved by the MPPA Energy Services Project Committee.
- d. If the Participant has generating resources, then the Participant will provide to MPPA information on generating resource availability, maintenance scheduling, and other necessary information on an on-going basis.
- e. MPPA and the Participant will jointly develop an operating plan that will define in detail the responsibilities and duties of the parties and the procedures to be used in the provision of the Energy Services.
- f. MPPA shall perform Energy Services in accordance with Exhibit 2, MPPA's Energy Services Risk Management Policy

**2. Detail of "Day Ahead" Services.**

Note: References to Participant generating resources and supply offers apply only to the resources and offers of those Participants that have designated such Participant resources to be included in these Energy Services.

- a. All Day Ahead services will be performed in accordance with Participant directions on risk and procedures as specified in Exhibit 2. The Participant will provide direction to MPPA on risk parameters and operating procedures, and may have direct input in other areas.

- b. Day Ahead services will include:
- i. Transaction and transmission procurement as needed as well as transaction tagging when necessary.
  - ii. Developing and updating each weekday that is not an MPPA holiday, an operating plan that spans from the current day to the fifth future day (Participant will provide data if requested by MPPA, and may review plan via the MPPA Portal prior to implementation). The operating plan will include the following tasks and activities:
    - (1) Preparation of hourly load forecasts for the next five days.
    - (2) Reviewing the forecast loads against expected resources and resource availability.
    - (3) Reviewing recent and expected RTO pricing.
    - (4) Preparation of a plan to economically and reliably meet expected loads using risk parameters as approved by the Participant.
  - iii. Perform scheduling and initiate transactions:
    - (1) Receive and review current day actual loads for Participant.
    - (2) Review next day load forecast from software or forecast service.
    - (3) Prepare next day load forecast.
    - (4) Review of current and expected next day RTO costs.
    - (5) Review of Participant generation status
      - (a) Participant will provide regular updates on resource availability and bid/offer pricing.
      - (b) Participant personnel will provide "Must Run" scheduling of resources.
    - (6) Develop recommended wholesale purchases or sales subject to limits and risk policies.
    - (7) Prepare and submit hourly FinScheds for purchase/sales transactions.
    - (8) Prepare bids and offers for submission to RTO, including any demand bids, generation offers and/or virtual bids and offers.
    - (9) Prepare and submit data to RTO through market interface software, including
      - (a) Load forecast,
      - (b) FinScheds,
      - (c) Internal bilateral schedules,
      - (d) External bilateral schedules,
      - (e) Price sensitive demand bids
    - (10) Review prior day's FinScheds against actual flows

- (11) Submit adjusted FinScheds to RTO through market interface software, when necessary.
  - (12) Schedule transmission, as necessary, for Participants using point-to-point transmission service.
- c. Perform RTO Registration filings, as necessary
- i. Submit RTO Quarterly Commercial Model updates
  - ii. Submit load data to the Local Balancing Authority for determination of elemental node allocations.
  - iii. Submit Resource Adequacy information and implement Emergency Operating Procedures, as necessary

**3. Statement and Billing Review Services**

- a. MPPA, as Meter Data Management Agent (MDMA), will submit meter data to the RTO through market interface software using meter data as provided by the Participant.
- b. MPPA will regularly review all statements and invoices for electric power service to the Participant from or through the RTO.
- c. MPPA will provide information to the Participant on whether invoices are being disputed. MPPA will provide such information as necessary to comply with the Participant's financial review and payment procedures.
- d. Detailed statement and billing review activities to be performed by MPPA will include the following:
  - i. Review of RTO statements from:
    - (1) Seven business days previous
    - (2) 14 calendar days previous
    - (3) 55 calendar days previous
    - (4) 105 calendar days previous
    - (5) Revision statements, as necessary
  - ii. Review of RTO invoices when received.
  - iii. Comparison of transaction records with any third parties where bilaterals were executed (checkout).
  - iv. Comparison of RTO statement results with the market interface software shadow settlement values.
  - v. Determination of the reasons for differences between MPPA transaction records for the Participant and RTO statements and invoices.

- vi. Initiation of a protest or arbitration, as necessary. The Participant will be contacted before any arbitration activities are initiated.
- vii. Sending a summary of billing or alert on results to Participant.
- viii. After termination of the Agreement, the Participant shall still be responsible for all of its share of financial obligations associated with this Agreement during the time it was a Participant.

**4. Participant Invoicing and Reporting**

- a. Provide invoices to Participants on a weekly basis based on the most recent invoices MPPA receives from the RTOs that will include charges for transmission purchases and bilateral transactions with third parties.
- b. Provide invoices monthly for MPPA overhead costs.
- c. Provide ad-hoc billing summaries monthly.

## **EXHIBIT 2**

### **MPPA Energy Risk Management (ERM) Policy**

#### **1. Policy Purpose**

The purpose of this document is to formalize the policies of Michigan Public Power Agency (MPPA) regarding managing energy risks on behalf of its members. Accordingly, this policy will set forth MPPA's:

- energy risk management objectives
- energy risk governance structure and responsibilities
- scope of business activities governed by this policy
- transaction authority delegations
- credit management practices and requirements

MPPA intends that its energy risk management program will support the advancement of its strategic plan, conform to its existing by-laws, governance policies and contracts, and will properly manage its business and financial risks through:

- prudent oversight
- adequate mitigation of risks consistent with each member's risk tolerance
- sufficient internal controls and procedures

Managing the energy risks of MPPA's business entails the coordination of resources and activities among multiple departments within MPPA.

#### **2. Energy Risk Management Objectives**

The MPPA exists to create opportunities for joint-action that enable Michigan's local public power utilities to successfully provide reliable, cost effective and environmentally responsible electric utility services. The mission of MPPA is to help members realize the benefits of joint action in the planning, development, acquisition and management of electric services that meet their needs.

Managing energy risk on behalf of the membership is consistent with the purpose and mission of MPPA, is required by MPPA Board Policy DM 1-12, and also serves the following objectives:

- assist members with maintaining risk within their desired tolerances for a defined period into the future
- mitigate price volatility to the members consistent with their direction
- enhance the value of the members' assets/resources
- participate in commodity markets and derivative instruments for hedging, and not for speculative purposes, on behalf of their members
- set forth credit risk management practices

- define the authority granted by the MPPA Board and its members to the MPPA General Manager (GM) to execute and delegate authority to execute energy related transactions
- promote a risk management culture and set appropriate risk mitigation measures
- ensure all members have a voice in the decision making process as the Agency considers market transactions to be entered into by MPPA on behalf of projects, groups of members, or individual members
- provide for adequate MPPA Board oversight of energy transactions

It is not the objective of this policy to limit transactions for power supply, transmission, and/or related services that may be negotiated or entered into by members independent of MPPA as may be allowed under MPPA's various contracts and project agreements.

### **3. Scope of Business Activities Governed by this Policy**

The scope of this policy is designed to address the management of energy risk associated with MPPA and transactions made by MPPA on behalf of its members, including but not limited to:

- commercial operational risk
- commodity price risk
- volumetric risk
- operations risk
- power delivery and congestion risk
- counterparty contract and credit risk

Definitions of these risks along with a more complete list of the risks that MPPA assists its members in managing are included in Appendix A.

### **4. Risk Governance Structure and Responsibilities**

Risk governance will follow a member driven approach whereby the Member's Governing Body identifies and communicates their risk management objectives to MPPA through a process outlined herein and in conjunction with the MPPA Hedge Policy. The MPPA Board shall be responsible for oversight of the Energy Risk Management program consistent with this Policy, while multiple MPPA Board committees and the Member Governing Bodies, through their Member Authorized Representative, are responsible for oversight and implementation of the Hedge Policy.

Supporting controls, policies and procedures will be implemented and aligned throughout the risk governance structure with distinct roles and responsibilities that result in a comprehensive risk control environment. Governance and controls include the organizational structure, policies, reporting process and procedures, establishment of risk tolerances and power supply objectives, and appropriate segregation of responsibilities.

The governance structure includes the following elements:

**a. Member Governing Bodies (Utility Board or Commission and/or City Council) – Responsibilities and Duties:**

- possess a basic understanding of MPPA’s energy risk management procedures and practices as they relate to MPPA entering into market transactions on their behalf
- designate the electric utility’s **Member Authorized Representative** (i.e. MPPA Commissioner or Alternate, Utility CEO, General Manager, Director, or City Manager as determined appropriate).
- determine authority limits of the Member Authorized Representative to approve risk management transactions or the delegation of such authority to MPPA
- affirm the energy hedging strategies and services provided by MPPA as outlined in the MPPA Hedge Policy through oversight of its Member Authorized Representative and his or her participation on the appropriate Hedge Committee

**b. MPPA Board – Responsibilities and Duties**

- possess a basic understanding of energy risk management in general and MPPA’s program, policies, and procedures in particular
- approve MPPA risk management objectives
- approve General Manager and staff authority limits to conduct risk management transactions
- periodically review, make recommended changes to, and approve the Energy Risk Management Policy that establishes an overall framework for evaluation, management, and control of risk by the Agency
- approve Agency participation in specific commodity markets and the use of any derivative instruments
- receive reports by the independent risk management function of MPPA on MPPA’s compliance with the ERM Policy

**c. Energy Hedge Plan Committees – Responsibilities and Duties**

The Hedge Policy allows for each member to select an Energy Hedge Plan to address its energy requirements and risk management objectives in conjunction with other members with similar risk management tolerances, goals, and objectives. If members do not elect to join an established Hedge Plan, they will be placed in a self-directed status where MPPA only acts to hedge member risk under that member’s individual direction.

Hedge Plan Committees (HPCs) will be formed to oversee the hedging activities for each Energy Hedge Plan (with the exception of the self-directed plan).

Each HPC shall be comprised of the Authorized Representatives from members who have selected the applicable Hedge Plan along with the following ex-officio members from MPPA Staff:

1. GM
2. Chief Financial Officer (CFO)
3. Bulk Power Manager

The HPCs will have the following duties and responsibilities:

- review and approve execution strategies for energy hedge plans
- establish scope and frequency for management reporting to the committee
- recommend new commodity products, locations, or markets for consideration by the MPPA Board and the Member Governing Bodies

**d. Member Authorized Representatives – Responsibilities and Duties**

- provide appropriate risk management information to their Governing Body
- gain appropriate approvals from their Governing Body to approve MPPA's ERM and Hedge Policies and the selection of the Hedge Plan to be utilized
- gain appropriate approvals from their Governing Body for execution strategies and transaction authority delegations as they relate to MPPA entering into market transactions on their behalf
- approve participation in specific commodity markets and the use of any derivative instruments by MPPA on the member's behalf (if such transactions are allowed by MPPA's Board and each member's Governing Body as appropriate)
- receive reports by the independent risk management function of MPPA, as defined herein, on compliance with member's hedge policy selection

**e. MPPA General Manager – Responsibilities and Duties**

- assign staff to serve as members of the Internal Risk Management Committee
- possess authority to approve transactions within the limits identified in the Transaction Authority Matrix after receiving any necessary approvals specified therein
- determine proper organization, separation, or consolidation of functional activities
- assure prudent administrative procedures are established for execution of commodity and derivative transactions, contract controls, credit controls, transaction controls, risk monitoring and measurement requirements, settlement controls, and other energy risk management activities
- ensure that the identification and quantification of risks and related risk mitigation strategies are integrated into the strategic planning process.

**f. Internal Risk Management Committee – Responsibilities and Duties**

Membership shall be comprised of the following four voting committee members:

1. GM
2. CFO
3. Two member representatives as appointed by the Board
4. Bulk Power Manager (ex-officio member of IRMC)

The CFO shall serve as the IRMC Chairperson. The Chairperson shall be responsible for keeping, or causing to be kept, a record of the Committee's proceedings. Other non-voting participants shall participate in the meetings as determined by the voting committee members.

The IRMC establishes a forum for discussion of MPPA's significant risks and must develop guidelines required to implement an appropriate risk management control

infrastructure; this includes implementation and monitoring of compliance with MPPA's ERM and Hedge Policies.

The IRMC shall:

- review the energy risk management related policies and oversee enforcement by the Independent Risk Management Function
- ensure that risk management objectives, risk tolerance guidelines, and authority limits are employed throughout MPPA
- recommend to the GM the proper organizational structure, separation or consolidation of functional risk management activities
- periodically review MPPA's risk management program (a detailed review at least once a year) in light of recent changes in business practices, improved procedures, alternate MPPA's philosophy or strategy, or market modifications; and ensure continued compliance with its established guidelines
- formulate risk management strategy, policy or procedures necessary for new product or market implementation
- periodically direct an independent review (internal and/or external) of risk control policies and procedures
- hold formal IRMC meetings at least quarterly. Standing agenda items should include, but not be limited to, current commodity market strategies, power cost uncertainty, level of exposure to non-member transactions, generation production strategies and exposures, environmental strategies and exposures, control requirements/enhancements, counterparty contract and credit exposure, and policy and procedural violations
- discuss MPPA's major energy risk exposures and the steps management has taken or will take to mitigate, control, and monitor such exposures
- for market transactions executed by MPPA, perform an annual review of transaction compliance with policies and procedures
- review the infrastructure supporting risk management and ensure that it meets the requirements for risk oversight and compliance

**g. Independent Risk Management Function – Responsibilities and Duties**

This function shall be the responsibility of the Chief Financial Officer, who is organizationally independent of those whose activities initiate or directly participate in managing most of the energy risks of MPPA via the authority granted in the Hedge Policy and transaction authority section of this policy. Various departments may be required to assist in providing this function with reports or information required for risk assessment and analysis on a regular or periodic basis.

Responsibilities of the Independent Risk Management Function include:

- organize and chair the IRMC meetings
- engage the IRMC in discussions regarding events or developments that could expose MPPA to potential losses
- develop, recommend, and administer risk management processes and procedures; provide input to tools to assist in risk management
- provide for risk management education/training to Board, staff and management

- review risk management activities, risk controls, and recommend modifications of controls to meet changing business needs
- perform periodic internal reviews of risk control policies and procedures to ensure that MPPA complies with its risk policies
- report any violation of MPPA's risk policies to the Board and appropriate Committees
- review and recommend changes to the risk management policies and procedures, as appropriate
- report to MPPA Board on MPPA's compliance with its risk policies and risk management in accordance with the policies

## **5. Transaction Authority Requirements**

The purpose of this section is to define the authority granted by the MPPA Board of Commissioners and local Governing Bodies (as directed by the Member Authorized Representative) to the General Manager to execute and delegate authority to execute energy related transactions. Furthermore, it sets forth clarity and empowerment among those with transaction authority and is designed to encourage communication among individuals with transaction authority and the MPPA Board of Commissioners. Changes to the Authority Matrix must be approved by MPPA's Board of Commissioners and each Member's Governing Body using the Matrix to delegate transaction authority as it may relate to MPPA entering into market transactions on the Member's behalf.

### **a. Objectives**

The objectives of the MPPA Transaction Authority Requirements are to define:

- who has authority to execute transactions and any limits placed on such authority
- the commodities and products that can be transacted
- counterparty contract and credit requirements
- the process for approving new commodities, products or locations
- MPPA's intentions regarding hedging and speculating
- other relevant factors associated with due diligence in authorizing transactions to be executed

### **b. Procedural Requirements**

The following defines procedural requirements that apply to all commodities and products transacted under this Transaction Authority Requirements document.

#### **Execution Authority**

Execution Authority is outlined by commodity through the Transaction Authority Matrix. Appendix B illustrates the initial Transaction Authority Matrix at the writing of this policy and serves as a sample for future transaction authority matrices that may be developed.

The Authority Matrix identifies Board authorized transactions for the GM and explicitly provides for delegation of the GM's authority to MPPA staff. The GM can modify this delegated authority at his sole discretion as long as the delegated

authority does not exceed his own authority per this policy. Delegated authority by the GM will be provided in writing and approved by the Internal Risk Management Committee.

### **Contract Requirements**

Transactions with counterparties shall only be permitted if MPPA has:

- an active, valid, and executed agreement enabling such transaction activity with that counterparty such as a “standard” EEI or ISDA as may be amended and approved as appropriate
- a long-form confirmation (used in-lieu-of a permanent agreement, when necessary, only if approved by the CFO)

### **Credit Sleeving**

No sleeving transactions for credit purposes shall be executed. (Note: Sleeving is an arrangement where a more financially reputable entity acts as middleman for a smaller, undercapitalized entity in the purchase or sale of energy.)

### **Record of Transactions**

All transactions must be executed via a recorded communication method. Examples include a voice recorded communication line, instant messaging or an on-line broker account. Recorded communications must be maintained and controlled by MPPA’s Information Technology Manager. Transacting on cellular phones or off premises telephones is prohibited.

### **Deal Capture**

All transactions executed by an MPPA employee must be promptly captured in a trade capture system after deal execution.

### **Speculation**

No speculative transaction activities shall be permitted, and no speculative transaction positions shall be initiated. Transacting will be permitted only for purposes of hedging and portfolio optimization.

### **Non-Standard Products Requiring Board Approval**

The MPPA Board must approve any transaction that involves commodities or products that are not covered by an approved Authority Matrix

The purpose of defining a process for such transactions as noted above is to ensure that the exposures associated with them are thoroughly reviewed and understood by the Board and appropriate transaction controls are in place. The Board must approve the use of such transactions prior to execution using the process defined below:

- **Transaction Proposal** - The proposal is the responsibility of the person or business group proposing the transaction. The proposal should address the business need, risks, transaction controls, valuation methodology, accounting methodology, operations workflow/methodology, and assessment of legal and regulatory issues.
- **Internal Risk Management Committee Review** - The Committee will perform a review on behalf of, and make a recommendation to, the Board on the benefits

and risks of the proposed transaction. The Board will assess the proposed transaction and make a determination whether to add the proposed transaction to the approved list.

- Pilot Program or “One-off” Transaction – The Board may approve limited use of a proposed transaction under a pilot program or trial basis to insure that proper controls are in place to monitor the activity before broader use is allowed. The Board may also approve a proposed transaction (without instituting a Pilot Program or further use) if the proposed transaction is going to be used only once (one-off).

## **6. Credit Management Requirements**

Wholesale counterparties must submit a copy of their company’s most recent Creditworthiness Assessment from the Midwest Independent Transmission System Operator, Inc. (MISO) that is compiled in accordance with MISO’s Credit Policy (Attachment L of the Energy Markets Tariff). The credit limit established as a result of the review performed by MISO will be used to establish the credit limit for bilateral transactions with each counterparty.

Counterparties will have continuous evaluation as they may, from time-to-time, appear in financial/trade publications that will be reviewed by MPPA. Items of risk significance relating to counterparties will be noted and cause reassessment. Such items will include, but are not limited to, downgrade events or business practices that are not conforming to appropriate ethics. In such event, or any other event occurs that triggers a review by MISO of the counterparty’s creditworthiness, the new letter from MISO will promptly be requested and obtained from the counterparty before new transactions with that counterparty will be allowed.

If the proposed counterparty fails to meet the evaluated criteria, but there is a sufficient reason to justify transacting with the counterparty, then the counterparty will be required to make a prepayment for any purchases the counterparty makes from MPPA. Based upon the results of the analysis for the counterparty, an unsecured transaction limit and a list of any special conditions will be prepared for the counterparty.

## **7. Counterparty Concentration Risk Mitigation**

- MPPA shall always maintain relations and agreements with at least three (3) counterparties that are actively trading in MISO.
- No more than fifty (50%) of MPPA’s annual bilateral energy and capacity purchases (excluding MPPA owned or jointly-owned assets) shall be acquired from a single counterparty. A HPC, or a member within a self-directed plan, may also develop further concentration risk mitigation strategies.

## **8. Written Agreements Covering Transactions**

MPPA shall not enter into a Power Purchase Commitment or “PPC,” on behalf of a participating member, unless: (i) the PPC is covered by the Energy Services Agreement with

the participating member, the form of which has been approved by both the MPPA Board and the participating member's governing body and executed by MPPA and the participating member, and the participating member has delivered an opinion of local counsel, to the effect that the Energy Services Agreement has been approved by the participating member's governing body and is a valid and binding agreement of the participating member, enforceable against it in accordance with its terms; or (ii) the PPC is covered by a written agreement with the participating member, the form of which has been approved by the MPPA Board and the participating member's governing body and executed by MPPA and the participating member, and the participating member has delivered an opinion of local counsel, to the effect that the written agreement has been approved by the participating member's governing body and is a valid and binding agreement of the participating member, enforceable against it in accordance with its terms.

**9. Working Capital Requirements**

The MPPA Board shall require, within its transaction approval process, transaction participants to maintain an adequate level of working capital on account with MPPA during the duration of a transaction that has been executed by MPPA on a member's behalf.

**10. Financial and Physical Firmness of Energy**

Each HPC will determine a minimum percentage level of its Plan's energy requirements that will be delivered physically and/or financially firm consistent with this Policy's Transaction Authority.

**11. Transaction Duration and Maturity Diversity**

Each HPC will develop transaction criteria to ensure duration and maturity diversity.

**12. Policy Effective**

This Energy Risk Management Policy is in effect upon the Board's approval and shall remain in effect until a replacement policy has been approved by the Board superseding this Energy Risk Management Policy. This policy supersedes the prior version of Exhibit 2 of the Energy Services Agreement between MPPA and Energy Services Project Participants (entitled Energy Services Risk Management Policy) upon ratification and approval of associated changes and amendments to the Energy Services Agreement

**13. Responsibility**

It shall be the responsibility of the Board of Directors, through its supervision and oversight of MPPA's GM, to ensure compliance with this policy.

Approved: \_\_\_\_\_ Attest: \_\_\_\_\_  
Chair Secretary

Effective: \_\_\_\_\_

## Appendix A

### Definition of Risks

**Commercial operational risk** is the risk of loss from inadequate or failed internal processes, people, and systems.

**Commodity market price risk** is the risk of loss due to potential fluctuations in the prices of an underlying energy commodity. In the wholesale power market, MPPA has risk that commodity prices rise, spike or are generally high when it is short of meeting its firm supply obligations. MPPA has risk that prices fall or are generally low when it has excess capacity or electric energy compared to its firm supply obligations.

Due to heavy reliance on coal generation units, MPPA has a natural short position in the coal that it needs to supply fuel to its generating resources.

Commodity market price risk occurs across all tenures, from the hourly market to the long-term forward market (5 years +). MPPA is exposed to commodity price risk for power, coal, natural gas, emission allowance (SO<sub>2</sub> and NO<sub>X</sub>), fuel oil and various bulk materials (e.g. ammonium, limestone) that exhibit price volatility.

**Contract risk or Counterparty performance risk** is the risk of a potential adverse occurrence of a counterparty's ability to operationally perform on an agreement or due to contractual provisions that leave MPPA with no recourse under an event of default.

**Concentration risk** is the risk of having large exposures to significant power supply components. Concentration risk can be found with suppliers (contract and credit risk), generation units (outage risk), unit technology (environmental), native load customers (smelters).

**Credit risk** is the risk of a potential adverse occurrence of a counterparty's ability to pay its obligations (debts) to MPPA or the supplier declares bankruptcy and abrogates a supply contract that must be replaced during a time of higher commodity market prices.

**Delivery risk** is the risk that MPPA cannot meet a firm supply obligation due to a transmission constraint. Delivery risk is natural to MPPA in meeting its firm supply obligations and reliability of service. MPPA can also be exposed to delivery risk in the transportation of its fuel supply.

**Cash margin risk** is the risk associated with inadequate cash flow resulting from margin requirements of a contractual agreement. For example, the EEI Master Agreement provides that counterparties may margin each other when they are overexposed above credit thresholds that were negotiated between the parties when the agreement was executed. Credit exposures include replacement cost exposure on a mark-to-market basis when a counterparty's position is out-of-the money.

**Operations risk** is the risk associated with physical assets. This would include failures or outages associated with generation units, fuel delivery systems (weather or mechanical),

generation step-up transformers, the transmission system, control systems, or other critical components associated with the production or delivery of electricity.

**Volumetric risk** is the risk that energy commodity volumes will vary from expected and result in a potential loss due to changing commodity market prices. The primary volumetric risks that MPPA is exposed to are *load forecast/ weather variability risk, forced outage/ de-rate risk, loss of load (smelter load concentration), and transmission delivery risk, and transmission congestion risk.*

**Load forecast/weather variability risk** is the risk that actual loads differ from forecasted loads due to the error in weather forecasts and load forecasts. This risk is natural to MPPA's portfolio since it serves load serving entities. Since this risk will result in MPPA being unintentionally long or short in the spot market, it naturally results in hourly market price risk.

**Forced outage and de-rate risk** is the risk that a generating unit does not perform when it is expected to be available, or when it performs below expected capability. This risk is natural to MPPA's portfolio since it owns and operates generation units to meet its load requirements. Since this risk will result in MPPA being unintentionally short in the market, it also naturally results in market price risk.

**Loss of load risk** is the risk that MPPA loses a significant portion of one of its members' load, for example an aluminum smelter, and that the market price for electricity coincidentally falls below the sales price of the lost load and thereby creates a financial strain on MPPA. However, if market prices for electricity remain above the sales price of a potential lost load it would create a financial benefit to MPPA.

**Congestion risk** is the risk of negative price differentials between the location of power supplies and the demand location. If MPPA needs to buy electricity and the transmission system is congested, it would pay a premium to secure the needed electricity, if it is available at all. If MPPA has excess electricity to sell and the transmission system is congested, then it may not be able to sell the excess or may have to sell at a discounted price to a non-congested area. Congestion risk typically manifests itself in power commodity market price risk.

## Appendix B

### Bilateral Electric Power and Transmission Transaction Authority Matrix

The following outlines transaction limits, definitions, and procedural requirements for power and power transmission transactions including capacity.

Title	Product	Term	Required Transaction Approvals
MPPA GM or his delegated representative	Electric Power, Trans., and Capacity	> 1 Year	Any transaction with a term greater than one year must be approved by the Member Authorized Representative and the MPPA Board of Directors who may identify price and/or volume restrictions
		> 1 Month ≤ 1 Year	Any transaction with a term greater than one month but less than or equal to one year must be approved by the Member Authorized Representative who may identify price and/or volume restrictions
		≤ 1 Month	None, unless the appropriate Member Authorized Representative identifies in writing certain price and/or volume restrictions

### Bilateral Electric Power and Transmission Transaction Trading Authority Matrix Explanations

- Authorized products include electric power and transmission as well as bilateral ancillary services and capacity. MISO Module E Capacity as well as capacity transacted via the MISO and PJM capacity auctions are specifically authorized hereunder.
- MISO and/or PJM authorized products are Generation and Demand Awards, Import/Export Transactions, Ancillary Service Awards, and Financial Transmission Rights. All such products must follow all applicable MISO requirements.
- The transaction approval requirements apply to both purchases and sales

### Delivery Locations

Transacting at delivery locations outside the eastern interconnection is not permitted. Transacting at delivery locations that are normal to the daily course of business for MPPA, to the extent transmission is available, is authorized as follows:

### Unrestricted Delivery Locations

- MISO – Michigan Hub

- MISO – Member Load Commercial Pricing (CP) node or any other CP Node within Michigan
- MISO – Cinergy Hub/Indiana Hub
- MISO – Minnesota Hub (for Marquette)

Transacting at any other delivery locations within the eastern interconnection must be approved consistent with the Authority Matrix above.

**Firmness of Power**

The product firmness of all transactions must be provided for in an executed agreement between MPPA and the appropriate counterparty. Sales commitments must never be more firm than the supply source.

**Transmission Firmness and Volume**

Transmission purchases need to be of equal firmness and volume to the energy component that such transmission purchase is associated with, unless approved otherwise consistent with the Authority Matrix above.

**Responsibility**

It shall be the responsibility of the Board of Commissioners and the MPPA General Manager to ensure compliance with this Authority Matrix.

Approved: \_\_\_\_\_ Attest: \_\_\_\_\_  
 Chair Secretary

Effective: \_\_\_\_\_

## **EXHIBIT 3**

### **Meter Data Specifications**

MPPA requires certain electrical parameters to be provided by the Participant.

#### **1. General Provisions**

The Participant is responsible for providing billing quality data for all interconnection points to MPPA's Meter Data Acquisition (MDA) system. The method of data collection at the remote meter point and the method of data transmission to MPPA's MDA in accordance with MPPA's data reception requirements shall be the responsibility of the Participant.

#### **2. Communications Protocol**

MPPA will support the DNP3 communications protocol as its standard protocol. If the Participant requires a different non-standard protocol, then the Participant shall be responsible for all costs to support that protocol including but not limited to the installation, configuration, and maintenance related to any non-standard protocol. In addition, MPPA will support Inter-Control Center Protocol (ICCP) communication.

#### **3. Reception of Data by MPPA**

MPPA will have the capability to receive data from a variety of transmission mediums as its standard medium as long as it can support a secured Virtual Private Network (VPN) tunnel. Transmission mediums that can be successfully interfaced with the MPPA MDA are satellite, cable, DSL, radio, and fiber optics. If the Participant requires a different non-standard transmission medium, then the Participant shall be responsible for all costs to support it including but not limited to the installation, configuration, and maintenance related to any non-standard transmission medium.

#### **4. Minimum Required Data**

The following data is required by MPPA:

- (a) Delivery Points (Tie Points)
  - 1. Integrated hourly data (in/out) for megawatts (MW) and megavars (MVARs)
  - 2. Status of each circuit breaker

- (b) Generation

Integrated hourly data for megawatts (MW) delivered and megavars (MVARs) in and out.

**5. Periodicity of Data**

- (a) Accumulator data (MWHR, MVHR) - All accumulator data should be polled and received by MPPA hourly.
- (b) Analog data - All analog point data should be polled and available to MPPA using no longer than a 10 second scan interval.
- (c) Status Point data - All status point data should be polled and available to MPPA using no longer than a 10 second scan interval.

**City of Portland  
Electric Department**

# Memo

**To:** Tutt Gorman, City Manager

**From:** Brent Henry, Acting Electric Superintendent

**cc:**

**Date:** 2/24/2021

**Re:** Light & Power Board recommendation

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At last night's Light & Power Board meeting, the Board recommended naming Tutt Gorman as the Member Authorized Representative, as necessary under the Michigan Public Power Agency's Energy Services Agreement. The Member Authorized Representative is MPPA's single point of contact at the City who has been granted the authority to execute Authorization Letters for capacity and energy transactions when approved by the governing body(s) of the City.

# City of Portland

Portland, Michigan

## Minutes of the City Council Meeting

Held on Tuesday, February 16, 2021

In the City Council Chambers at City Hall

259 Kent St., Portland, MI 48875

And Via Zoom Meeting ID# 827 0618 7466

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, and Johnston; City Manager Gorman; City Clerk Miller; Police Chief Thomas

Absent: Council Member Sheehan

Present Via Zoom: Joseph Benjamin; Call in 517-648-6595

Guests: Jon Moxey of Fleis & VandenBrink

The meeting was called to order at 7:00 P.M. by Mayor Barnes with the Pledge of Allegiance.

Motion by VanSlambrouck, supported by Johnston, to approve the Proposed Revised Agenda.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Barnes

Nays: None

Absent: Sheehan

Adopted

Motion by Johnston, supported by VanSlambrouck, to excuse the absence of Council Member Sheehan.

Yeas: Johnston, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Absent: Sheehan

Adopted

There was no Public Comment.

Under City Manager Report, City Manager Gorman thanked the DPW for their hard work in clearing the streets from last night's heavy snowfall.

The Planning Commission met on February 10, 2021 to review the Master Plan as required every five years by the Michigan Zoning Enabling Act. City Manager Gorman noted that he hopes to budget for an update of the Zoning Ordinance in the Fiscal Year 2021-2022 budget with an update to the Master Plan the following fiscal year.

City Manager Gorman, Finance Director Tolan, and Ambulance Director Waltersdorf held the annual Ambulance meeting for the participating jurisdictions last week to discuss updates, funding and other related business.

The Board of Light and Power is busy working with NRTC on the fiber project; which is currently in the design phase. There is a significant lead time in obtaining the fiber so ordering will begin soon.

Under the direction of MISA and MPPA the Electric Department has been running the diesel generators today and likely tomorrow.

Construction on the Safe Routes to School project will begin this Spring.

Registration will begin soon for spring sports programs through the Recreation Department. Recreation programs have been paused for quite some time due to COVID.

Under New Business, the Council considered Resolution 21-06 to approve Fleis & VandenBrink's proposal in the amount of \$19,800.00 to provide engineering services for the Clean Water State Revolving Fund Project Plan for the Wastewater Department.

Mr. Moxey provided information related to the project.

Mr. Moxey also provided information on the Riverfront Improvement Project at Toan Park.

There was discussion.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 21-06 approving Fleis & VandenBrink's proposal to provide engineering services for the Clean Water State Revolving Fund Project Plan for the Wastewater Department.

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Barnes

Nays: None

Absent: Sheehan

Adopted

The Council considered Resolution 21-07 to approve the Board of Light and Power joining the Generator Owner's Service Committee through the Michigan Public Power Agency. This committee was created as a billing mechanism to charge only those MPPA members that have generation to meet certain required MISO obligations. The Acting Electric Superintendent recommends approval to join the committee, contingent on approval by the Board of Light and Power at its regular meeting on February 23, 2021.

Motion by Johnston, supported by Fitzsimmons, to approve Resolution 21-07 approving the Board of Light and Power (BLP) to join the Service Committee through the Michigan Public Power Agency (MPPA) contingent upon the approval of the BLP.

Yeas: Johnston, Fitzsimmons, VanSlambrouck, Barnes

Nays: None

Absent: Sheehan  
Adopted

Motion by Fitzsimmons, supported by Johnston, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on February 1, 2021, payment of invoices in the amount of \$54,352.47 and payroll in the amount of \$114,080.53 for a total of \$168,433.00. Purchase orders to Michigan Municipal Electric Association in the amount of \$5,808.00 for 2021 membership dues, and Newkirk Electric in the amount of \$12,317.30 for installation of digital meters at the Diesel Plant were also included.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Barnes  
Nays: None  
Absent: Sheehan  
Adopted

Under City Manager comments, City Manager Gorman expressed his concern that there are still critical infrastructure employees that wish to receive the COVID vaccine that are unable to get it while individuals that have been working remotely for 9 months are receiving it.

City Manager Gorman noted that the Daddy Daughter Dance has been cancelled this year due to COVID.

City Manager Gorman reminded residents to shovel their sidewalks within 10 hours of the cessation of a snowfall event.

Under Council Comments, Mayor Barnes expressed his appreciation to the DPW for their hard work and efforts to remove the 7” of snow received last night from the City streets.

He further thanked the Board of Light and Power for all of their efforts and expertise to avoid the issues with electric service that residents are experiencing in Texas with the most recent cold weather.

Mayor Barnes thanked the Ionia County Health Department for the smooth COVID vaccination process.

He also wishes for Kathy Parsons to get well soon.

Mayor Pro-Tem VanSlambrouck noted that the VFW is now open; following all of the same rules and requirements as bars.

Council Member Johnston noted the local scouts met at the Pelc family property for outdoor winter events and had a great time.

Motion by Fitzsimmons, supported by Johnston, to adjourn the regular meeting.  
Yeas: Fitzsimmons, Johnston, VanSlambrouck, Barnes  
Nays: None  
Absent: Sheehan

Adopted

Meeting adjourned at 7:42 P.M.

Respectfully submitted,

---

James E. Barnes, Mayor

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Monique I. Miller, City Clerk

**City of Portland**  
**Synopsis of the Minutes of the February 16, 2021 City Council Meeting**  
**In the City Council Chambers at City Hall**  
**259 Kent St., Portland, MI 48875**  
**And Via Zoom Meeting ID# 827 0618 7466**

The City Council meeting was called to order by Mayor Barnes at 7:00 P.M.

**Present** – Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, and Johnston; City Manager Gorman; City Clerk Miller; Police Chief Thomas

**Absent** – Council Member Sheehan

**Present Via Zoom** - Joseph Benjamin; Call in 517-648-6595

**Approval of Resolution 21-06** approving Fleis & VandenBrink’s proposal to provide engineering services for the Clean Water State Revolving Fund Project Plan for the Wastewater Department.

All in favor. Adopted.

**Approval of Resolution 21-07** approving the Board of Light and Power (BLP) to join the Service Committee through the Michigan Public Power Agency (MPPA) contingent upon the approval of the BLP.

All in favor. Adopted.

**Approval of the Consent Agenda.**

All in favor. Adopted.

**Adjournment at 7:42 P.M.**

All in favor. Adopted.

A copy of the approved Minutes is available upon request at City Hall, 259 Kent Street.  
Monique I. Miller, City Clerk

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
GRANGER	00175	REFUSE - REFUSE	12,613.85
INDEPENDENT BANK	00197	MAR 2021 BOND PAYMENT - ELECTRIC	8,531.00
STAR THOMAS	01654	FEB 21 PHONE BILL REIM - POLICE	40.00
BRENT HENRY	02649	FEB 21 PHONE BILL REIM - ELECTRIC	40.00
USA BLUEBOOK	01850	PUMP REPAIR PARTS - WW	220.08
BOUND TREE MEDICAL LLC.	01543		17.40
VERIZON WIRELESS	00470	PHONE DATA - VAR DEPTS	764.78
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	967.81
USA TODAY NETWORK	02501	COUNCIL MTG SYNOPSIS - GEN	83.32
WALKER PROCESS EQUIPMENT	02655	EXPANSION TANK - WW	2,195.65
MICHIGAN CAT	01920	MUFFLER - MTR POOL	636.75
VAN BRO'S IRRIGATION INC.	01762	IRRIGATION MAINTENANCE 2021	450.00
CULLIGAN	02130	4 WATER - POLICE	22.00
AT&T	00686	PHONE SERVICE - GENERAL	92.94
AT&T	00686	PHONE SERVICE - ELECTRIC	139.42
AT&T	00686	PHONE SERVICE - WATER, MOTOR POOL	185.89
AT&T	00686	PHONE SVC - WASTE WATER	83.07
AT&T	00686	PHONE LINE HYDRO DAM - ELECTRIC	92.61
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	105.02
MUZZALL GRAPHICS	00326	R SMITH BUSINESS CARDS - WATER	60.15
USA BLUEBOOK	01850	HACH DPD FREE, STENNER #2 PUMP - WW	230.63
VISCO	00793	2 REPLACEMENT GLOBES/STREET LIGHTS - ELECTRIC	430.00
PREMIER SAFETY	02465	REPAIR/CALIBRATION GAS MONITOR - WW	399.64
STATE OF MICHIGAN	00428	CONTRACTUAL SERVICE GR RIV BRIDGE - MAJ STS COM	7,297.35
FLEIS & VANDENBRINK	00153	ENG SERVICE GR RIV BRIDGE - MAJ STS	2,761.50
FLEIS & VANDENBRINK	00153	WATER RELIABILITY STUDY '20 - WATER	2,500.00
MICHIGAN STATE POLICE	00275	SOR-REG FEES - POLICE	60.00
KEUSCH SUPER SERVICE	00228	TIRE/LABOR - POLICE	50.00
STAR THOMAS	01654	USPS/CLEANING SUPPLIES REIM - POLICE	13.43
PULSE BROADBAND LLC	02565	EXECUTABLE PROJECT PLAN - ELECTRIC	10,658.75
APPLIED IMAGING	02493	PRINTER INVOICE - VARIOUS DEPTS	314.15

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
PETERSEN OIL & PROPANE	02534	DIESEL FUEL GENERATION - ELECTRIC	562.82
AT&T	00686	PHONE SERVICE - GENERAL	306.59
JOHN DEERE FINANCIAL	01818	SUPPLIES - VAR DEPTS	275.24
MICHAEL R. KLUCK & ASSOCIATES	02405	JAN LEGAL SERVICES - GEN	61.50
PETERSEN OIL & PROPANE	02534	DIESEL FUEL FOR ENGINES - ELECTRIC	472.95
PETERSEN OIL & PROPANE	02534	DIESEL FUEL FOR GENERATION - ELECTRIC	365.69
AECOM TECHNICAL SERVICES	01810	FERC MONITORING 20-21- ELECT, APPRV RES 20-22	1,445.48
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	1,423.27
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	17.49
CONSUMERS ENERGY	00095	GAS SERVICE - MOTOR POOL	434.65
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	103.37
CONSUMERS ENERGY	00095	GAS SERVICE - WW	16.25
CONSUMERS ENERGY	00095	GAS SERVICE - WW	1,156.61
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	101.61
CONSUMERS ENERGY	00095	GAS SERVICE - CITY HALL	1,359.29
ELHORN ENGINEERING	00139	EL-CHLOR, CARBOY - WATER	507.00
OTIS ELEVATOR	00970	CONTRACT ELEVATOR MAINTENANCE - CITY HALL	632.64
WINTER EQUIPMENT	02322	BLADE SYSTEMS - MAJ, LOC STS	3,556.16
DORNBOS SIGN, INC.	00067	DECALS - MTR POOL	79.50
D&K TRUCK COMPANY	02257	GASKET - MTR POOL	13.13
MICHIGAN WOOD FIBERS	02498	BRUSH GRINDING/COMPOST - MAJ STS, APP RES 20-68	15,800.00
KEUSCH SUPER SERVICE	00228	TIRES EXPLORER - MTR POOL	455.16
KATHY'S CLEANING	01684	CLEANING SERVICES - CITY HALL	720.00
PETERSEN OIL & PROPANE	02534	DIESEL FUEL FOR GENERATORS - ELECTRIC	832.55
GREAT LAKES JANITORIAL SERVICES	02654	JAN/FEB CLEANING SERVICE - ELECTRIC	210.00
JOINT APPRENTICESHIP & TRAIN TRUST	02503	TUITION P WERNET - ELECTRIC	4,000.00
GRP ENGINEERING INC.	01994	RECLOSER CONTINGENCY PLANNING - ELECTRIC	1,297.50
GRP ENGINEERING INC.	01994	SUBSTATION STUDY - ELECTRIC	1,462.50
MUNICIPAL INSPECTION SERVICES	00323	BLDG/TRADE PERMITS OCT-DEC 20/JAN 21 - GEN	5,456.00
MUNICIPAL INSPECTION SERVICES	00323	CODE VIOLATION INSPECTION - CODE	100.00
MWEA OFFICE	01347	MWEA ANNUAL DUES TSMITH - WW	77.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
LANSING SANITARY SUPPLY	02485	JANITORIAL SUPPLIES - CEM, CITY HALL	718.66
IONIA COUNTY TREASURER	00209	RAVE ANNUAL FEE- POLICE	923.57
COMPASS MINERALS AMERICA	02313	51 TONS ROAD SALT, MIDEAL - MAJ, LOC STS	3,206.21
BOUND TREE MEDICAL LLC.	01543	MED SUPPLIES - AMB	316.33
BOUND TREE MEDICAL LLC.	01543	MED SUPPLIES - AMB	48.88
ZACH WALTERSDORF	02621	REIM FOR SUPPLIES/AMAZON - AMB	77.33
REED & HOPPES, INC.	00390	METER TRUCK TOW - AMB	100.00
Total:			\$100,750.12

**BI-WEEKLY  
WAGE REPORT  
February 22, 2021**

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	TOTAL CURRENT PAYROLL	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	9,468.63	156,958.85	2,098.99	45,983.41	11,567.62	202,942.26
ASSESSOR	1,229.65	16,410.19	98.25	1,269.37	1,327.90	17,679.56
CEMETERY	2,296.91	61,272.24	269.07	15,069.95	2,565.98	76,342.19
POLICE	12,519.20	15,559.08	2,679.98	66,046.63	15,199.18	81,605.71
CODE ENFORCEMENT	75.60	6,205.22	6.03	787.99	81.63	6,993.21
PARKS	1,586.76	40,370.64	190.42	7,989.19	1,777.18	48,359.83
INCOME TAX	2,291.44	34,508.91	595.36	12,413.56	2,886.80	46,922.47
MAJOR STREETS	6,466.47	61,436.34	1,322.24	28,588.44	7,788.71	90,024.78
LOCAL STREETS	4,358.09	55,908.14	898.28	25,388.42	5,256.37	81,296.56
RECREATION	317.87	5,181.42	39.60	1,184.43	357.47	6,365.85
AMBULANCE	11,362.78	194,869.79	2,256.06	44,527.44	13,618.84	239,397.23
DDA	2,309.50	36,523.25	339.10	5,913.32	2,648.60	42,436.57
ELECTRIC	18,187.45	324,997.09	3,951.07	96,387.90	22,138.52	421,384.99
WASTEWATER	7,166.83	110,744.39	1,069.04	32,013.01	8,235.87	142,757.40
WATER	6,420.21	94,726.86	1,524.44	35,513.14	7,944.65	130,240.00
MOTOR POOL	1,228.97	21,595.19	239.83	4,713.29	1,468.80	26,308.48
<b>TOTALS:</b>	<b>87,286.36</b>	<b>1,237,267.60</b>	<b>17,577.76</b>	<b>423,789.49</b>	<b>104,864.12</b>	<b>1,661,057.09</b>

**BI-WEEKLY CASH BALANCE ANALYSIS**  
**AS OF 02/25/021**  
**MEETING DATE 03/01/2021**

Fund	Description	Beginning Balance 02/12/2021	Total Cash in	Total Cash out	Cash Balance 02/25/2021	Time Certificates	Ending Balance 02/25/2021
101	GENERAL FUND	1,962,801.92	202,891.19	(165,893.05)	1,999,800.06	235,000.00	2,234,800.06
105	INCOME TAX FUND	175,482.87	10,582.12	(16,629.62)	169,435.37	10,000.00	179,435.37
150	CEMETERY PERPETUAL CARE FUND	59,637.51	25.00	-	59,662.51		59,662.51
202	MAJOR STREETS FUND	176,635.75	12,463.13	(34,777.29)	154,321.59		154,321.59
203	LOCAL STREETS FUND	194,259.40	7,752.05	(21,825.76)	180,185.69		180,185.69
208	RECREATION FUND	15,462.29	383.73	(2,465.66)	13,380.36		13,380.36
210	AMBULANCE FUND	90,513.16	21,497.78	(36,203.56)	75,807.38		75,807.38
245	MSHDA LOFT FUND	-	-	-	-		-
248	DDA FUND	726,792.29	2,648.60	(15,883.74)	713,557.15		713,557.15
404	CAPITAL IMPROVEMENT-RED MILL PAVILION	3,362.25	-	-	3,362.25		3,362.25
405	WELLHEAD IMPROVEMENT FUND	8,500.00	-	-	8,500.00		8,500.00
406	CAPITAL IMPROVEMENT FUND-STREET PROJECT	-	-	-	-		-
520	REFUSE SERVICE FUND	15,044.20	9,263.39	(130.97)	24,176.62		24,176.62
582	ELECTRIC FUND	1,674,519.45	483,434.37	(390,701.33)	1,767,252.49	530,000.00	2,297,252.49
590	WASTEWATER FUND	(104,878.38)	92,807.09	(78,517.05)	(90,588.34)		(90,588.34)
591	WATER FUND	59,703.78	59,738.17	(41,975.75)	77,466.20	420,000.00	456,277.49
661	MOTOR POOL FUND	129,820.63	20,610.68	(20,014.22)	130,417.09		130,417.09
703	CURRENT TAX FUND	182,120.40	120,650.03	(211,709.07)	91,061.36		91,061.36
	<b>TOTAL - ALL FUNDS</b>	<b>5,369,777.52</b>	<b>1,044,747.33</b>	<b>(1,036,727.07)</b>	<b>5,377,797.78</b>	<b>1,195,000.00</b>	<b>6,531,609.07</b>
					ELECTRIC-RESTRICTED CASH	453,086.00	453,086.00
					ELECTRIC - MPPA MUNICIPAL TRUST	170,376.44	170,376.44
					CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
					PERPETUAL CARE CD	130,000.00	130,000.00
					INCOME TAX SAVINGS	1,151,459.37	1,151,459.37
					ELECTRIC-PRIN & INT ESCROW	103,299.69	103,299.69
					WASTEWATER DEBT ESCROW	286,932.10	286,932.10
					WASTEWATER REPAIR ESCROW	173,570.31	173,570.31
					DDA-PRIN & INT ESCROW	501.77	501.77
					WATER BOND ESCROW	48,438.71	48,438.71
							<b>9,219,273.46</b>

\*Customer Deposit Breakdown  
Electric 128,000.00  
Wastewater 21,000.00  
Water 21,000.00  
170,000.00



STATEMENT	Customer Name	PAGE 1
	CITY OF PORTLAND	
	Customer Account Number	Statement Closing Date
	MDOT00282	02-04-21
	AR Dept/BPRO	Due Date
	591:ACT51	03-06-21
		Amount Enclosed

Remit to:  
 State of Michigan  
 Attn: Finance Cashier  
 P.O. Box 30648  
 Lansing MI 48909

Bill to:  
 CITY OF PORTLAND  
 PORTLAND CITY TREASURER  
 259 KENT STREET  
 PORTLAND MI 48875

Payment Method: Check  Money Order   
 Please write Customer Account No. on front of Check or Money Order.  
 DO NOT MAIL CASH

Please check if address has changed. Write correct address on back of stub and attach with payment.

Please detach the above stub and return with your remittance payable to Dept. of Transportation

Transportation



**ORIGINAL**

Customer Account Number	Statement Closing Date
MDOT00282	02-04-21
Customer Name	IF YOU HAVE ANY QUESTIONS, PLEASE CALL
CITY OF PORTLAND	

Current Period Charges

Description	Date	Transaction ID	Charges
Payment - Thank you	12-10-20	CACR591210000001947	\$34,677.79
Payment - Thank you	12-10-20	CACR591210000001947	\$14,698.05
Payment - Thank you	12-10-20	CACR591210000001948	\$5,526.29
Payment - Thank you	12-10-20	CACR591210000001948	\$2,103.54
Payment - Thank you	12-30-20	CACR591210000002109	\$2,135.49
Payment - Thank you	12-30-20	CACR591210000002109	\$1,832.85
-	01-29-21	CARE1591REIM21000570	\$3,300.00
-	01-29-21	CARE1591REIM21000570	\$3,997.35

Important Customer Information

MDOT  
 Michigan Department of Transportation  
 Statement Date: 02/08/2021

202-452-804004

MDOT00282 - CITY OF PORTLAND

Program: 202403CON

Federal Project:

Description: W Grand River Miscellaneous Bridge Capital Preventative Maintenance; Grand River Avenue over Grand River, Str# 4105, City of Portland

Phase: 01 Construction Contract

Funding Profile	Fed Pro Rata	Jrnl Description			
A00132		2020-5244 PORTLAND			
			Current Budget	Cash Expenditures	Collected
State/Other			524,920.41	448,547.55	
Local			27,627.39	23,607.76	14,895.50
					7,297.35

Phase: 03 Advertising

Funding Profile	Fed Pro Rata	Jrnl Description			
A00132					
			Current Budget	Cash Expenditures	Collected
State/Other			190.00	49.36	
Local			10.00	2.60	0.00
					0.00

Vendor Code	Vendor Legal Name	Vendor Alias/DBA Name
MDOT00282	CITY OF PORTLAND	

Instruction: Instruction: Remit this listing of Balance Due by Program with the payment. Payments will be applied to all programs with a balance due, unless otherwise noted.

Statement Date: 02/08/2021

- Pay in Full (default if neither box is checked)
- Manual allocation specified by Program in Paid Amount below

Remittance information:

State of Michigan  
 Attention: Finance Cashier  
 P.O. Box 30648  
 Lansing, MI 48909

Program	Balance Due
202403CON -	7,297.35

## Nikki Miller

---

**From:** noreply@civicplus.com  
**Sent:** Wednesday, February 17, 2021 11:30 AM  
**To:** Nikki Miller  
**Subject:** Online Form Submittal: Board & Commission Application

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

### Board & Commission Application

Name	Amanda Johnston
Date	2/17/2021
Address	410 James St Portland, MI 48875
Phone	[REDACTED]
Email	[REDACTED]
Employer	Sandborn Real Estate
Employer Phone	(517) 647-4113
How long have you lived in the City of Portland?	6 years in the city; Portland area most of my life
Please mark your choice(s).	Planning Commission
If more than one please list them in order.	<i>Field not completed.</i>
Please tell us your qualifications.	I have been a Realtor serving the Portland area for over seven years and have served as council member for over 5 years.
Are you a high school graduate?	Yes
Are you a college graduate?	No
List name of the college or university you attended and the level of degree earned.	Michigan State University, Junior (major illness prevented graduation)

List your professional and work experience.

Saginaw Community Foundation 2005-2010, Program Officer  
Self Employed 2005-2013, Photographer  
Sandborn Real Estate, 2013-present, Realtor

List your community activities, interests and service.

Community Volunteer with various DDA Projects; I also serve as co-Chair for the Organization and Marketing DDA committee, past board member for Portland Community Fund, past Board Member for Ionia County Community Foundation. My husband and I are lifelong residents; we and our two daughters can't imagine living anywhere else.

References (optional)

*Field not completed.*

File Attachment

*Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

**Minutes of the Downtown Development Authority  
City of Portland**

Held on Monday, January 25, 2021  
Via Zoom – Meeting ID# 824 7562 6456

Members Present: Grimminck, Abel, Antaya, Briggs, Gorman, Barnes, Williamson, Madarang

Members Absent: Hengesbach

Staff: DDA Director ConnerWellman, City Clerk Miller

Guests: Council Member Mandy Johnston

Chair Grimminck called the meeting to order at 7:05 P.M.

There was no Public Comment.

Motion by Madarang, supported by Williamson, to approve the agenda as presented.  
All in favor. Adopted.

Motion by Briggs, supported by Madarang, to approve the minutes of the October 26, 2020 meeting as presented.  
All in favor. Adopted.

Motion by Williamson, supported by Madarang, to approve the Treasurer's Report as presented.  
All in favor. Adopted.

Under Team Reports, Mayor Barnes stated the Organization & Marketing Team met and discussed planning and fundraising for the Riverfront Improvement Project.

Member Williamson stated that there was also discussion of previous events that have been held and the possibilities for future events.

Member Briggs stated that the Design & Business Enhancement Team met and reviewed work plans and upcoming budget, a façade agreement, and maintenance of commercial properties.

Under Old Business, Director ConnerWellman presented information and fundraising ideas for the Riverfront Park Improvement Project fundraising through Patronicity.

There was discussion.

Motion by Williamson, supported by Grimminck, to proceed with the Patronicity fundraising campaign for the Riverfront Park Improvement Project.  
All in favor. Adopted.

Director ConnerWellman presented the work strategy.

There was discussion about whether to move forward with Beerfest 2021.

Mayor Barnes stated that he does not feel comfortable moving forward with Beerfest this year and would rather focus on the car cruise and Sounds of Summer concert series.

There was further discussion.

Motion by Barnes, supported by Williamson, to approve the project/goals for Fiscal Year 2021/2022 as amended.

All in favor. Adopted.

Director ConnerWellman presented a Sign Incentive Grant Application in the amount of \$245.00 for payment to Studio 176 located at 176 Kent St.

Motion by Williamson, supported by Madarang, to approve the payment of \$245.00 for a Sign Incentive Grant to Studio 176.

All in favor. Adopted.

Under New Business, Director ConnerWellman presented the Fiscal Year 2021/2022 Preliminary Budget.

There was discussion.

Under the Director Report, Director ConnerWellman presented the January 2021 Director's Report.

Under Board Member Comments, City Manager Gorman stated that design and planning continues on the Splash Pad/Riverfront Park Improvement Project. He further noted that there are a variety of opinions on what should happen to the Builders Lumber when the project commences. There will have to be discussions about how to proceed.

Mayor Barnes thanked Director ConnerWellman for all of the effort she put into the preliminary budget.

Motion by Barnes, supported by Williamson, to adjourn the meeting at 8:00 P.M.

All in favor. Adopted

Respectfully submitted,

---

Margery Briggs, Secretary



Date: February 22, 2021

**REPORT OF FUNDS IN DDA AS OF: February 15, 2021**

**PRINCIPAL & INTEREST ACCOUNT**

**AMOUNTS**

PREVIOUS BALANCE: 1/15/2021 \$ 501.77

**NEW BALANCE:** 1/31/2021 **\$ 501.77**

**PRIME ACCOUNT**

PREVIOUS BALANCE: 12/30/2021 \$ 19,605.66

DEPOSITS: \$ 7,159.31

Due to customers: \$ -

**NEW BALANCE:** 1/31/2021 **\$ 26,764.97**

**REGULAR ACCOUNT**

PREVIOUS BALANCE: 1/15/2021 \$ 698,167.00

INTEREST EARNED: \$ 5.94

DEPOSITS:

Donation- Toan Park Improvements -D. Brown \$ 5,000.00

Donation- Toan Park Improvements - Williamson Chiropractic \$ 1,000.00

CHECKS WRITTEN:

Ck No.	Payee:	<u>AMOUNTS</u>
	Admin charge February 2021	\$ 300.00
	Bank fee - Fraud Protection	\$ 30.00
2145	<b>Advanced Landscape Health Specialists</b> , herbicide spray application	\$ 1,134.84
2146	<b>City of Portland</b> , credit card reimbursements, phone, postage	\$ 166.09
2149	<b>Kurt Fedewa</b> , January writing service	\$ 25.00
2147	<b>Fleis &amp; Vandenbrink</b> , Engineering services William Toan Park	\$ 8,890.61
2148	<b>Friends of the Red Mill, Booth fee</b>	\$ 30.00
2150	<b>Tina ConnerWellman</b> , phone reimbursement	\$ 40.00

**TOTAL CHECKS** \$ (10,616.54)

TRANSFER FOR DDA PAYROLL AND FRINGE BENEFITS FROM 01/16/2021 -02/15/2021 \$ (5,964.45)

TOTAL EXPENSES: \$ (16,580.99)

**NEW BALANCE:** 2/15/2021 **\$ 687,591.95**

“The City of Portland is an equal opportunity provider and employer.”

**PORTLAND POLICE DEPARTMENT  
STATISTICAL INFORMATION  
JANUARY STATS**

**Calls for Service**

Dispatched	96
Patrol Originated	1
Follow Up Complaints	27
Assist to PPD	11
Assist to Fire / EMS	9
Assist Other Depts	11

**Other Functions**

Subpoena Service	0
PBT's	0
Special Events	1
School Contacts (general)	1
Training	12
Administrative	143

**Traffic Stops**

Total Stops	39
Traffic Citations	8
Verbal Warnings	41
Parking Citations	53

**Other**

Physical Business Checks	
Interior	54
Exterior	379
Patrol Contacts	295

**Arrests (Excluding Juvenile Apprehensions)**

Misdemeanor Persons	3
Misdemeanor Charges	5
Felony Persons	0
Felony Charges	0

**Code Enforcement / Blight**

New Complaints	12
Follow up Complaints	30
Time Spent (in hours)	7.75



**CITY OF PORTLAND**

**REPORT DATE**  
**PERIOD COVERED**

February 19, 2021  
January 1-31, 2021

<b>Kwh Purchased</b>	3,124,545		
<b>DIESEL PRODUCTION</b>	0		
<b>HYDRO GENERATION</b>	142,816	<b>Amount Paid</b>	\$ 165,390.05
<b>Total Kwh Purchased</b>	<b>2,981,729</b>	<b>Total Dollars Paid</b>	<b>\$ 165,390.05</b>

<b>Kwh Billed</b>		<b>Dollars Billed</b>	
Residential	1,562,089	PCA Billed	\$ 62,000.64
Commercial	681,966	Residential	\$ 163,112.43
Large General	643,180	Residential EO Charge	\$ 2,751.99
City St. Lites Metered	29,335	Geothermal Discount	\$ (242.50)
St. Lites Unmetered		Commercial	\$ 73,077.26
Rental Lights		Commercial/LG EO Charge	\$ 2,406.12
Demand	1,876	Large General	\$ 45,529.20
		Large EO Charge	\$ 18.40
		City St. Lights Metered	\$ 2,487.28
		St. Lights Unmetered	\$ 1,543.05
<b>Total Kwh Billed</b>	<b>2,918,446</b>	Rental Lights	\$ 228.04
		Demand	\$ 11,028.66
Arrears after billing	\$ 11,822.15	Tax	\$ 13,562.45
Penalties Added	\$ 2,275.15		
Arrears end of month	\$ 35,722.59	<b>Total Dollars Billed</b>	<b>\$ 377,503.02</b>
Fuel Cost Billed	\$ 54,116.68		
Amount Collected	\$ 346,351.64	Power Cost Adj.	.02147
Total Adjustments	\$ 1,482.56		

Residential Customers	2,240
Commercial Customers	329
Large General	15
<b>Total Customers</b>	<b>2,584</b>

02/02/21



**CITY OF PORTLAND**  
**February-21**

---

**WATER DEPARTMENT REPORT**

<b>MONTH</b>	Jan-21	<b>PERIOD COVERED</b>	Jan. 1-31, 2021
Customers Billed		Penalties Added	\$ 433.15
City	1,836	Dollars Collected	\$ 58,251.22
Rural	24	Arrears at end of Month	\$ 4,441.55
Total Customers	1,860	Adjustments	\$ 3,994.24
		Gallons Pumped	10,037,000
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
<b>Gallons Billed</b>		<b>Dollars Billed</b>	
City	7,698,967		\$ 56,229.69
Rural	172,295		\$ 2,041.52
Total	<u>7,871,262</u>		<u>\$ 58,271.21</u>

---

**SEWER DEPARTMENT REPORT**

Customers Billed	1,797	Dollars Billed	<b>\$85,097.84</b>
		Sewer Credit	\$ -
		Total Sewer Billed	<b>\$ 85,097.84</b>

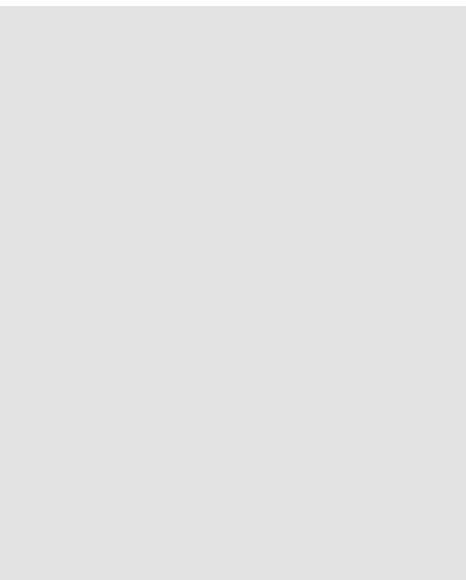
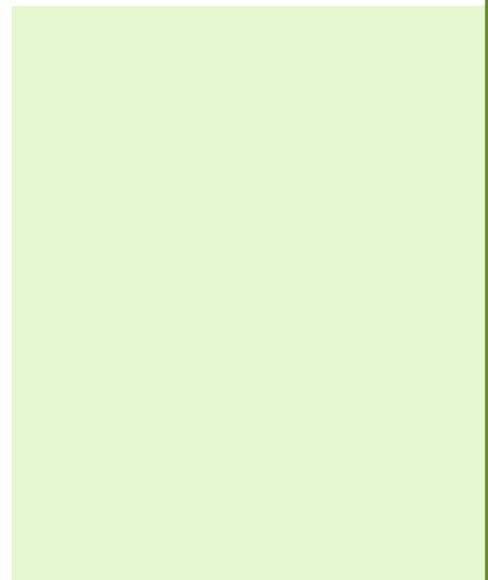
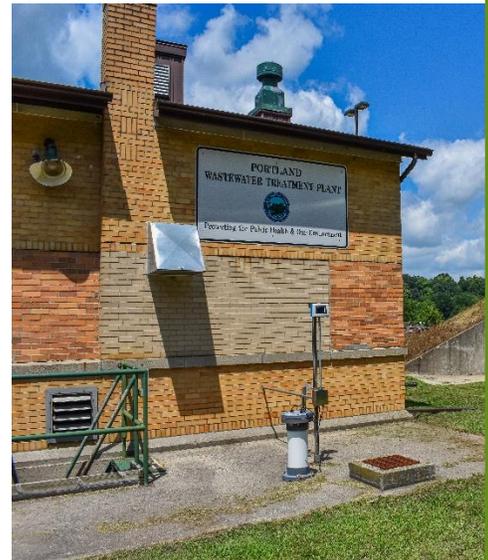
Penalties Added	\$ 668.05
Dollars Collected	\$ 86,778.98
Arrears at end of Month	\$ 8,114.24
Adjustments	\$ 1,013.21
Gallons Treated per Million	7.466





# The City of Portland Operations & Maintenance Report

January 2021





February 4, 2021

S. Tutt Gorman, City Manager  
City of Portland  
259 Kent Street  
Portland, MI 48775

**RE: January 2021 Monthly Operation Report**

Dear Mr. Gorman:

Attached is our Monthly Operation Report for the operation of the Wastewater Treatment Plant for the month of January 2021.

All information and data used to compile this report is available for your review. If you have any questions, please contact us. My phone number is 517-231-5773.

Sincerely,

**F&V OPERATIONS AND RESOURCE MANAGEMENT, INC.**

A handwritten signature in blue ink that reads "Roy K. Moss".

R. Keith Moss  
**Sr. Project Manager**

# CONTENTS

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<b>WASTEWATER MAINTENANCE</b> .....	<b>2</b>
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## **APPENDIX “A”** MONTHLY OPERATING REPORT

## **APPENDIX “B”** JANUARY 2021 Completed Work orders

## ADMINISTRATIVE REPORT

### ADMINISTRATIVE

The January 2021 Discharge Monitoring Report (DMR) was submitted to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) on February 4, 2021. The average influent flow was 346,000 gallons per day. The daily maximum influent flow was 457,000 gallons, which occurred on January 28, 2021. The Monthly Operating Report (MOR) is in **Appendix A**.

### ACTION ITEMS

- Currently the City of Portland's WWTP is required to land apply biosolids three (3) times per year due to biosolids storage capacity limitations. EGLE requires a 180-day minimum bio solids storage capacity for compliance. Also, this frequency of land application does not coincide with normal agricultural spring and fall planting cycles, and there are recurring issues with farm field and land application contractor availability. A biosolids storage capacity study needs to be performed to develop the most cost-effective method to expand the biosolids storage capacity of WWTP.
- There is a copper issue in the City's biosolids. The analytical results are consistently above table three (3) limits. Table three's (3) maximum concentration limit (MCL) for copper is 1,500 micro-grams per liter (ug/L.) FVOP recommends investigating the issue further by performing additional collection system sampling and the non-domestic users complete a non-domestic user survey.

### WASTEWATER MAINTENANCE

Maintenance was completed during the month of January 2021 in accordance with the computerized maintenance management system (CMMS.) The completed January 2021 completed work orders can be viewed in **Appendix B**.

- On January 5, replaced belt on methane gas compressor.
- On January 12, replaced sump pump in bio-contact tank.
- On January 13, staff pulled, removed rags and inspected raw sewage pumps.
- On January 25, staff repaired boiler drain line.
- On January 27, staff repaired ferrous feed pump.

### OPERATIONS

- WWTP staff helped DPW w/snow removal throughout the month.
- Investigation into sludge in methane gas lines.
- Inspected and cleaned fine screen.

### SAFETY TRAINING

The following safety training was completed during January 2021:

- Several COVID-19 training videos.
- Accident prevention.
- Safety attitude.

### WORK PERFORMED ON THE COLLECTION SYSTEM

The following collection system tasks were completed during January 2021:

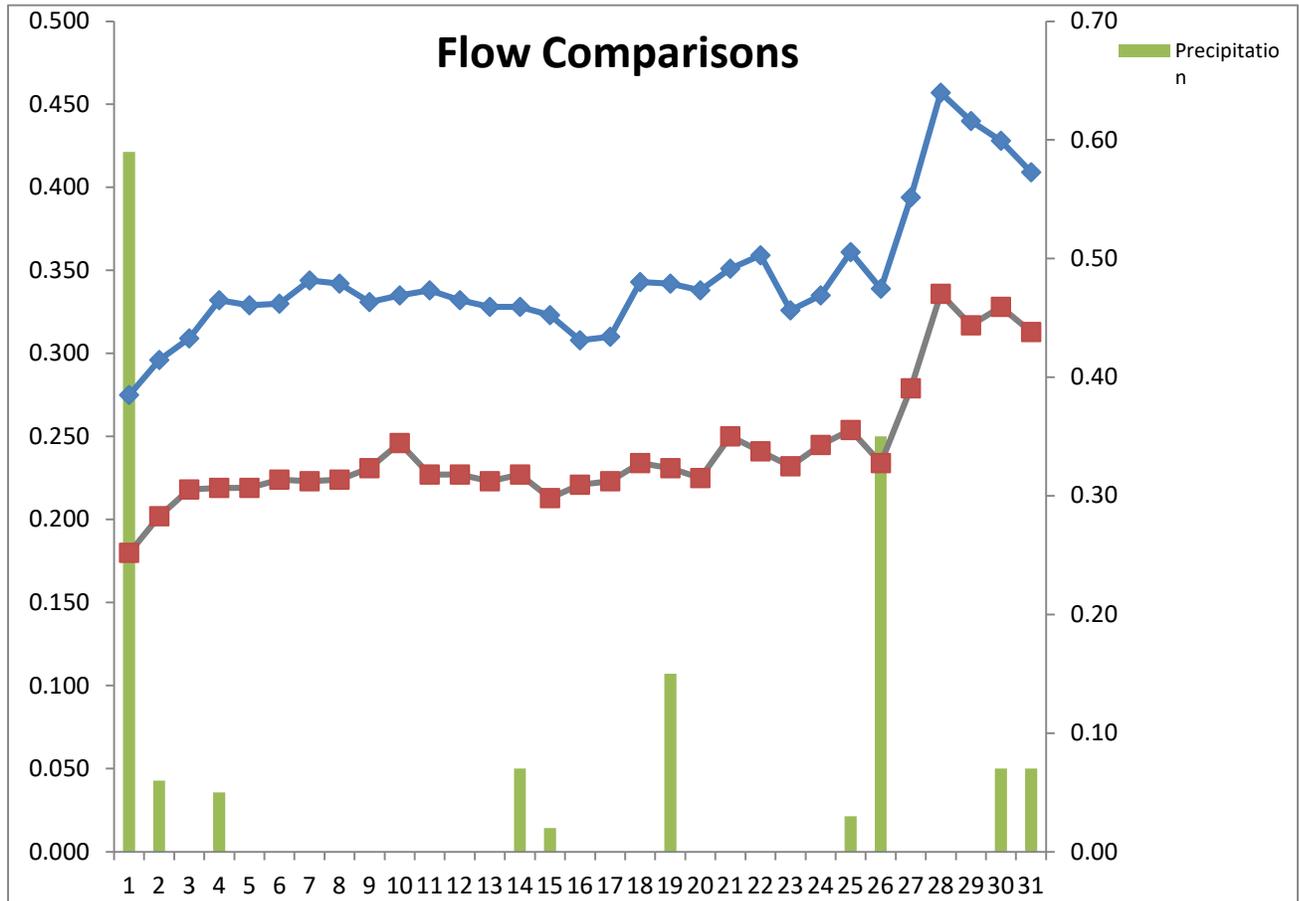
- Camera work on two laterals until camera failed.
- On January 5, pulled #1 pump in the Canal lift station, removed rags.
- On January 11, pulled #1 pump in the Riverside lift station, removed rags.
- Investigated three sewer back-up complaints.
- 1960 feet of sewer mains jetted.
- Several Miss Digs for the month

## EMERGENCY ALARM CALL- OUTS

There was two (2) after- hours emergency call outs during January 2021.

## DAILY FLOW SUMMARY

The wastewater flow was monitored using the facility’s influent and effluent flow meters. The chart below shows the flow readings for the month of January 2021. The average influent flow during the period was 346,000 gallons per day and the average effluent flow during the period was 241,000 gallons per day. We had ten (10) days of precipitation which totaled 1.46 inches. The influent flow is higher than the effluent flow due to recycle flows that are metered twice.



## APPENDIX “A”





# Monthly Operation Report

## City of Portland, Michigan

### Raw Effluent

### January-2021

1. Clear      4. Rain  
 2. P. Cloudy      5. Snow  
 3. Cloudy      6. Windy

DAY	WEATHER		FLOW DATA						TEMP °C	PH SU	CBOD 5 Day		TSS		VSS mg/l	TOTAL PHOSPHORUS	
	Type Code	Precip Inches	Total Effluent mgd	7-day Avg	Total Influent mgd	7-day Avg	Peak mgd	Min mgd			mg/l	lbs/day	mg/l	lbs/day		mg/l	lbs/day
1	345	0.59	0.180		0.275		0.69	0.24									
2	35	0.06	0.202		0.296		0.65	0.13									
3	3	0.00	0.218		0.309		0.61	0.21									
4	345	0.05	0.219		0.332		0.66	0.21	12.6	7.4	318	881	220	609	152	6.3	17
5	3	0.00	0.219		0.329		0.64	0.22	12.8	7.6	483	1325	176	483	144	5.7	16
6	3	0.00	0.224		0.330		0.64	0.21	12.5	7.7	350	963	252	694	240	5.4	15
7	3	0.00	0.223	0.212	0.344	0.316	0.61	0.12									
8	3	0.00	0.224	0.218	0.342	0.326	0.68	0.22									
9	23	0.00	0.231	0.223	0.331	0.331	0.64	0.20									
10	23	0.00	0.246	0.227	0.335	0.335	0.62	0.17									
11	3	0.00	0.227	0.228	0.338	0.336	0.60	0.22	12.1	7.8	268	755	156	440	112	5.6	16
12	3	0.00	0.227	0.229	0.332	0.336	0.61	0.20	12.8	7.7	320	886	246	681	210	5.8	16
13	34	0.00	0.223	0.229	0.328	0.336	0.59	0.15	13.1	7.5	368	1007	216	591	196	6.1	17
14	3,4	0.07	0.227	0.229	0.328	0.333	0.61	0.18									
15	3,4,5	0.02	0.213	0.228	0.323	0.331	0.61	0.18									
16	3,5	0.00	0.221	0.226	0.308	0.327	0.66	0.20									
17	3,5	0.00	0.223	0.223	0.310	0.324	0.62	0.19									
18	3,5	0.00	0.234	0.224	0.343	0.325	0.60	0.20	16.3	7.6	309	884	228	652	176	7.3	21
19	3,5	0.15	0.231	0.225	0.342	0.326	0.75	0.19	14.5	7.6	211	602	280	799	244	6.1	17
20	2,3	0.00	0.225	0.225	0.338	0.327	0.70	0.20	15.1	6.9	242	682	244	688	212	6.3	18
21	3,7	0.00	0.250	0.228	0.351	0.331	0.70	0.18									
22	3,7	0.00	0.241	0.232	0.359	0.336	0.64	0.20									
23	3,7	0.00	0.232	0.234	0.326	0.338	0.65	0.18									
24	3,5,7	0.00	0.245	0.237	0.335	0.342	0.75	0.18									
25	3,5	0.03	0.254	0.240	0.361	0.345	0.61	0.20	14.5	7.0	300	903	228	686	176	6.5	19
26	3,5,7	0.35	0.234	0.240	0.339	0.344	0.57	0.19	14.2	7.0	335	947	256	724	216	6.3	18
27	3,7	0.00	0.279	0.248	0.394	0.352	0.65	0.30	12.7	7.2	232	762	156	513	64	4.8	16
28	3,7	0.00	0.336	0.260	0.457	0.367	0.70	0.16									
29	3,7	0.00	0.317	0.271	0.440	0.379	0.73	0.26									
30	3,5,7	0.07	0.328		0.428		0.67	0.30									
31	3,5,7,8	0.07	0.313	0.288	0.409	0.395	0.68	0.23									
Average		0.05	0.241		0.346				13.6		311	883	222	630	179	6.0	17.1
Min		0.00	0.180		0.275			0.120	12.1	6.9	211	602	156	440	64	4.8	14.9
Max		0.59	0.336	0.288	0.457	0.395	0.750		16.3	7.8	483	1325	280	799	244	7.3	20.9
Total		1.46	7.466		10.712							10598		7559			206

City of Portland, MI

January 2021

**ACTIVATED SLUDGE**

DAY	Aeration Volume	Detent. Time	CRT Days	Organic Loading	MLSS mg/l	MLVSS mg/l	SETT. %	SVI	DO mg/l	AIR SUPPLY CuFt./D	RASS g/100 ml	RASVS g/100 ml	WAS gal	WAS lbs	Return Flow (RAS)	Air Volume
	KCF	Hours		F/M												
1	24	8.6	16.2		2759		35	127	4.5	1.44	0.3627		8400	254093	0.222	10
2	24	8.5	10.1		2877		37	129	1.5	1.44	0.5088		10065	427097	0.210	10
3	24	8.2	14.8		2979		39	131	1.0	1.44	0.4299		8401	301207	0.217	10
4	24	7.7	6.0	0.25	2935	2385	40	136	1.9	1.44	0.4282	0.3498	20456	730522	0.223	10
5	24	7.6	5.8	0.38	2851	2310	36	126	2.9	1.44	0.4363	0.3578	20010	728112	0.240	10
6	24	7.6	6.3	0.29	2743	2235	34	124	1.2	1.44	0.4074	0.3338	19167	651240	0.238	10
7	24	7.4	6.0		2855		33	116	0.8	1.44	0.3626		23522	711325	0.238	10
8	24	7.4	5.4		2521		32	127	0.7	1.44	0.4186		20066	700529	0.241	10
9	24	7.5	10.9		2626		30	114	1.9	1.44	0.5110		8427	359137	0.240	10
10	24	7.6	13.7		2811		34	121	1.2	1.44	0.4322		8497	306278	0.230	10
11	24	7.5	5.1	0.22	2901	2340	35	121	1.3	1.44	0.4653	0.3778	22002	853810	0.233	10
12	24	7.6	5.8	0.27	2760	2221	31	112	1.5	1.44	0.3829	0.3096	22296	711997	0.236	10
13	24	7.5	5.3	0.33	2521	2046	26	103	1.4	1.44	0.4749	0.3869	18001	712959	0.242	10
14	24	7.5	7.5		2422		28	116	1.3	1.44	0.3526		16501	485242	0.248	10
15	24	7.6	5.8		2454		24	98	0.9	1.44	0.4004		19001	634507	0.242	10
16	24	7.8	12.1		2280		23	101	1.0	1.44	0.4033		8392	282267	0.241	10
17	24	8.0	16.3		2759		29	105	1.5	1.44	0.3602		8400	252342	0.229	10
18	24	7.6	6.5	0.28	2794	2115	30	107	2.3	1.44	0.4267	0.3161	18004	640704	0.222	10
19	24	7.4	6.4	0.20	2668	2019	29	109	1.2	1.44	0.3939	0.2658	19043	625587	0.239	10
20	24	7.4	7.7	0.25	2413	1830	28	116	0.4	1.44	0.3505	0.2552	15998	467649	0.241	10
21	24	7.3	7.3		2525		28	111	0.8	1.44	0.3891		15998	519150	0.234	10
22	24	7.2	4.3		2530		29	115	0.6	1.44	0.5240		20057	876523	0.237	10
23	24	7.6	6.7		2314		27	117	0.4	1.44	0.7415		8287	512477	0.238	10
24	24	7.5	12.8		2493		29	116	1.0	1.44	0.4263		8198	291467	0.236	10
25	24	7.2	6.2	0.29	2672	2067	34	127	1.1	1.44	0.4272	0.3113	18026	642239	0.233	10
26	24	7.4	6.2	0.31	2632	2056	32	122	0.4	1.44	0.4202	0.3162	18179	637077	0.243	10
27	24	6.9	5.9	0.24	2718	2127	31	114	3.0	1.44	0.4596	0.3540	18004	690105	0.230	10
28	24	6.0	5.0		2491		30	120	1.3	1.44	0.4840		18484	746118	0.259	10
29	24	5.9	5.6		2623		30	114	1.2	1.44	0.4591		18141	694600	0.283	10
30	24	6.1	11.3		2431		31	128	1.6	1.44	0.4568		8400	320016	0.275	10
31	24	6.4	12.6		2602		35	134	1.2	1.44	0.4392		8401	307723	0.267	10
TL													474824	17074100	7.407	
ME	24	7.4	8.3	0.28	2644	2146	31	118	1.4	1.44	0.4366	0.3279	15317	550777	0.239	
REMARKS:																

Total lbs are figured by multiplying the monthly average by the number of days in the month.

City of Portland, MI

January 2021

**MISCELLANEOUS DATA**

DAY	OUTFALL	GRIT	NAT.	ELECT.	ELECT.	ELECT.	ELECT	FERROUS	Polymer
	OBSERVATION		GAS	WWTP	Riverside	Canal	Cutler	CHLORIDE	Sludge
					Lift Stat.	Lift Stat.	Lift Stat.		Thickener
	yes/no	cf	cf	kwh	kwh	kwh	kwh	lbs	lbs
SF				1					
1	NO		4500	120				12	13
2	NO		3600	128				12	16
3	NO		4600	144	5	18	9	12	13
4	YES		3900	120				12	26
5	YES		4200	136	60	10		12	18
6	YES		3600	136				13	29
7	NO		4100	152				13	30
8	NO		3600	128				13	20
9	NO		3900	120				13	10
10	NO		4100	128	162	53	43	13	9
11	YES		4500	136				14	25
12	YES		3900	144				14	27
13	YES		2900	128				14	20
14	NO		4800	152				14	19
15	NO		3700	160				14	22
16	NO		4500	112				14	13
17	NO		2400	128				15	10
18	YES		6100	136		71		15	16
19	YES		4700	136				15	24
20	YES		4300	128				15	21
21	NO		4200	128				15	20
22	NO		5100	128				15	30
23	NO		4200	120				15	12
24	NO		4500	120				15	11
25	YES		4700	128				15	24
26	YES		5200	136	526	123	123	15	30
27	YES		3300	152		19		15	22
28	NO		4300	136				14	27
29	NO		4400	128				14	21
30	NO		4500	128	38	43	40	14	8
31	NO		4900	128				14	8
<b>TL</b>		0.0	131200.0	4104	791	337	215	430	594
<b>ME</b>			4232	132	158	48	54	14	19.2
	REMARKS:								

Total lbs are figured by multiplying the monthly average by the number of days in the month.

City of Portland,MI

January 2021

**DIGESTER BIOSOLIDS**

SF DAY	RAW SLUDGE						BIOSOLIDS							
	Amt.	Percent	Digester	Digester	PH	TEMP.	SLUDGE	PH	T. S.	V. S.	VA/TA	VOLATILE	GAS	
	Pumped	Total	% Vol.	Loading			TEMP.				RATIO	SOLIDS	Produced	
	gal	Solids	Solids	lbs/1000 cuft.		C.	C.		%	%		REDUCTION	CuFt X 100	
1	1150												1400	
2	1695												1800	
3	1665												1800	
4	5054												2600	
5	4449												3400	
6	2966	8.1	82	0.11	7.1	15.1	28.0	7.0	1.5	63	0.4	63	3000	
7	4298												3300	
8	3329												3500	
9	1241												2500	
10	1453												1800	
11	4449												3000	
12	3995												3600	
13	3178	6.9	81	0.09	7.3	16.3	29.7	7.0	1.4	63	0.3	60	3500	
14	2694												3900	
15	3390												3600	
16	878												3100	
17	847												2300	
18	2966												2400	
19	3360												3600	
20	2603	7.7	74	0.08	6.8	12.3	30.1	6.7	1.5	60	0.25	47	320	
21	2784												3200	
22	3511												3300	
23	1271												2500	
24	1392												2200	
25	3269												2400	
26	3571												3400	
27	3178	7.7	75	0.10	7.0	13.6	29.5	6.7	1.5	60	0.72	50	3000	
28	1513												2800	
29	5054												3000	
30	1362												2500	
31	1634												1900	
<b>TL</b>	84200												84620	
<b>ME</b>	2720	7.6	78	0.09	7.1	14.3	29.3	6.9	1.5	62		55	2730	
<b>REMARKS:</b>		Loading Rate = .02 -.10 lb/cu. ft.												

Digester Volume:  
 Primary: 14700  
 Secondary: 14700

Process Pattern:  
 Primary, Secondary, Land Application

City of Portland, MI.

January 2021

**SOLIDS**

DAY	SUPERNATANT							BIOSOLIDS DISPOSAL				SITE #	DRY TONS APPLIED.
	AMT.	PH	TOTAL	VOL.	SUSP.	Phosp.	PHOSP.	SOLIDS	AMOUNT	TOTAL	VOL.		
	gal.		SOLIDS %	SOLIDS %	SOLIDS mg/l	mg/l	lbs	TO BED lbs	HAULED gal	SOLIDS %	SOLIDS %		
1								0.0					
2								0.0					
3								0.0					
4								0.0					
5								0.0					
6								0.0					
7	4264							0.0					
8	3198							0.0					
9	3198							0.0					
10	3198							0.0					
11	2132							0.0					
12	2132							0.0					
13	2132							0.0					
14	2132							0.0					
15	1599							0.0					
16	2665							0.0					
17	2398.5							0.0					
18	5330							0.0					
19	3731							0.0					
20								0.0					
21	6929							0.0					
22	5330							0.0					
23								0.0					
24	1066							0.0					
25	2931.5							0.0					
26	5863							0.0					
27	3464.5							0.0					
28	4797							0.0					
29	1865.5							0.0					
30	2665							0.0					
31	1066							0.0					
<b>TL</b>	74087							0.0	0				
<b>ME</b>													

Supernatant to drying beds or storage tank and cycled back to plant headworks.  
 Biosolids to farm land and landfill.

## APPENDIX “B”



Completed Work Order Note Report

2/8/2021

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Completed	Equipment Number	Task	WO #	Type
1/1/2021 <b>Note</b>	Ferrous Room	Weekly Ferrous Feed Room Housekeeping	2701.01	Scheduled
1/1/2021 <b>Note</b>	Digester Building Basement	Weekly Digester Building Housekeeping	2700.01	Scheduled
1/5/2021 <b>Note</b>	AT-101	Weekly Surface Mixer Inspection & Maintenance	2740.01	Scheduled
1/5/2021 <b>Note</b>	Aeration Tanks	Weekly Aeration & Diffuser Maintenance	2739.01	Scheduled
1/6/2021 <b>Note</b>	LB-131	Monthly LB-131 Water Heater Maintenance	2705.01	Scheduled
1/6/2021 <b>Note</b>	SB-202	Monthly NP Booster System Maintenance	2704.01	Scheduled
1/6/2021 <b>Note</b>	GB-111	Monthly MUA-1 Maintenance	2703.01	Scheduled
1/6/2021 <b>Note</b>	GB-104	Monthly Grit Auger & Classifier Maintenance	2702.01	Scheduled
1/6/2021 <b>Note</b>	DB-200	Annual Gas Mixer Maintenance	2699.01	Scheduled
1/6/2021 <b>Note</b>	UV-100	Weekly UV Maintenance	2765.01	Scheduled
1/6/2021 <b>Note</b>	UIS Cruise Scada Alarm System	Weekly Alarm System Testing	2764.01	Scheduled
1/6/2021 <b>Note</b>	Tool Room	Weekly Storage Room.	2763.01	Scheduled
1/6/2021 <b>Note</b>	TB-104	Weekly Charter Thckener Maintenance	2762.01	Scheduled
1/6/2021 <b>Note</b>	TB-100	Weekly Thickener Building Housekeeping	2761.01	Scheduled
1/6/2021 <b>Note</b>	Service Building 3rd Floor	Service Building 3rd Floor Housekeeping	2760.01	Scheduled
1/6/2021 <b>Note</b>	Service Building 2nd Floor	Weekly Service Building 2nd Floor Housekeeping	2759.01	Scheduled
1/6/2021 <b>Note</b>	Service Building 1st Floor	Service Building 1st Floor Housekeeping	2758.01	Scheduled
1/6/2021 <b>Note</b>	SB-201	Weekly Composite Sampler Maintenance	2757.01	Scheduled
1/6/2021 <b>Note</b>	GB-101	Weekly Fine Maintenance	2756.01	Scheduled
1/6/2021 <b>Note</b>	LB-129	Weekly Vacuum Pump Maintenance	2755.01	Scheduled
1/6/2021 <b>Note</b>	SB-202	Weekly NP Booster System Maintenance	2754.01	Scheduled
1/6/2021 <b>Note</b>	Laboratory QA/QC Program	Weekly Lab Analysis Checks	2753.01	Scheduled
1/6/2021 <b>Note</b>	Laboratory/ Office	Laboratory Housekeeping	2752.01	Scheduled
1/6/2021 <b>Note</b>	DB-301	Weekly Inspection of the Sludge Recirculation Pumps	2751.01	Scheduled
1/6/2021 <b>Note</b>	Boiler Room	Boiler Room Housekeeping	2750.01	Scheduled
1/6/2021 <b>Note</b>	GB-104	Weekly Grit Classifier Maintenance	2749.01	Scheduled

Completed Work Order Note Report

2/8/2021

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Completed	Equipment Number	Task	WO #	Type
1/6/2021	Process Blowers	Weekly Grit & Aerartion Blower Maintenance	2748.01	Scheduled
<b>Note</b>				
1/6/2021	Gas Mixing Room	Weekly Gas Mixing Room Housekeeping	2747.01	Scheduled
<b>Note</b>				
1/6/2021	DB-200	Weekly Gas Mixer Maintenance	2746.01	Scheduled
<b>Note</b>				
1/6/2021	LB-125	Weekly Eyewash & Shower Exercise	2745.01	Scheduled
<b>Note</b>				
1/6/2021	FC-100	Weekly East & West Secondary Clarifier Maintenance	2744.01	Scheduled
<b>Note</b>				
1/6/2021	AT-105	Weekly D.O Sensor Maintenance	2743.01	Scheduled
<b>Note</b>				
1/6/2021	Secondary Clarifiers West & East	Secondary Clarifier Cleaning	2742.01	Scheduled
<b>Note</b>				
1/6/2021	Bathroom	Weekly Bathroom/Locker Room Housekeeping	2741.01	Scheduled
<b>Note</b>				
1/8/2021	Headworks Building	Weekly Headworks Housekeeping	2733.01	Scheduled
<b>Note</b>				
1/8/2021	Ferrous Room	Weekly Ferrous Feed Room Housekeeping	2736.01	Scheduled
<b>Note</b>				
1/8/2021	Digester Building Basement	Weekly Digester Building Housekeeping	2735.01	Scheduled
<b>Note</b>				
1/11/2021	UIS Cruise Scada Alarm System	Weekly Alarm System Testing	2800.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	UV-100	Weekly UV Maintenance	2801.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	Tool Room	Weekly Storage Room.	2799.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	TB-104	Weekly Charter Thckener Maintenance	2798.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	TB-100	Weekly Thickener Building Housekeeping	2797.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	Service Building 3rd Floor	Service Building 3rd Floor Housekeeping	2796.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	Service Building 2nd Floor	Weekly Service Building 2nd Floor Housekeeping	2795.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	Service Building 1st Floor	Service Building 1st Floor Housekeeping	2794.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	SB-201	Weekly Composite Sampler Maintenance	2793.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	GB-101	Weekly Fine Maintenance	2792.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	LB-129	Weekly Vacuum Pump Maintenance	2791.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	SB-202	Weekly NP Booster System Maintenance	2790.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	Laboratory QA/QC Program	Weekly Lab Analysis Checks	2789.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	Laboratory/ Office	Laboratory Housekeeping	2788.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			

Completed Work Order Note Report

2/8/2021

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Completed	Equipment Number	Task	WO #	Type
1/11/2021	DB-301	Weekly Inspection of the Sludge Recirculation Pumps	2787.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	Boiler Room	Boiler Room Housekeeping	2786.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	GB-104	Weekly Grit Classifier Maintenance	2785.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	Process Blowers	Weekly Grit & Aerartion Blower Maintenance	2784.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	Gas Mixing Room	Weekly Gas Mixing Room Housekeeping	2783.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	DB-200	Weekly Gas Mixer Maintenance	2782.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	LB-125	Weekly Eyewash & Shower Exercise	2781.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	FC-100	Weekly East & West Secondary Clarifier Maintenance	2780.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	AT-105	Weekly D.O Sensor Maintenance	2779.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	Secondary Clarifiers West & East	Secondary Clarifier Cleaning	2778.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	Bathroom	Weekly Bathroom/Locker Room Housekeeping	2777.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	AT-101	Weekly Surface Mixer Inspection & Maintenance	2776.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	Aeration Tanks	Weekly Aeration & Diffuser Maintenance	2775.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	Ferrous Room	Weekly Ferrous Feed Room Housekeeping	2768.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	Digester Building Basement	Weekly Digester Building Housekeeping	2767.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/11/2021	Headworks Building	Weekly Headworks Housekeeping	2766.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/13/2021	SB-302	Monthly Influent Pump Maintenance	2633.03	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/13/2021	SB-301	Monthly Influent Pump Maintenance	2633.02	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/13/2021	SB-300	Monthly Influent Pump Maintenance	2633.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/13/2021	FC-100	Monthly East & West Secondary Clarifier Maintenance	2869.01	Scheduled
<b>Note</b>				
1/13/2021	GB-104	Monthly Grit Auger & Classifier Maintenance	2873.01	Scheduled
<b>Note</b>				
1/13/2021	LB-131	Monthly LB-131 Water Heater Maintenance	2879.01	Scheduled
<b>Note</b>				
1/13/2021	DB-202	Quarterly Sediment Trap Maintenance	2774.01	Scheduled
<b>Note</b>	<b>Task complete: TS/TK</b>			
1/18/2021	Boiler Room	Boiler Room Housekeeping	2816.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/18/2021	GB-104	Weekly Grit Classifier Maintenance	2815.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			

Completed	Equipment Number	Task	WO #	Type
1/18/2021	Process Blowers	Weekly Grit & Aeration Blower Maintenance	2814.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/18/2021	Gas Mixing Room	Weekly Gas Mixing Room Housekeeping	2813.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/18/2021	DB-200	Weekly Gas Mixer Maintenance	2812.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/18/2021	LB-125	Weekly Eyewash & Shower Exercise	2811.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/18/2021	FC-100	Weekly East & West Secondary Clarifier Maintenance	2810.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/19/2021	LB-131	Monthly LB-131 Water Heater Maintenance	2572.01	Scheduled
<b>Note</b>	<b>Task complete- TK, TS</b>			
1/19/2021	GB-101	Monthly Fine Screen Maintenance	2738.01	Scheduled
<b>Note</b>	<b>Task complete- TS</b>			
1/19/2021	DB-301	Monthly Greasing of the Sludge Recirculation Pumps	2770.01	Scheduled
<b>Note</b>	<b>Task complete- TS</b>			
1/19/2021	AT-101	Monthly Anoxic Surface Mixer Maintenance	2769.01	Scheduled
<b>Note</b>	<b>Task complete- TS</b>			
1/19/2021	AT-105	Weekly D.O Sensor Maintenance	2809.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/19/2021	Secondary Clarifiers West & East	Secondary Clarifier Cleaning	2808.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/19/2021	Bathroom	Weekly Bathroom/Locker Room Housekeeping	2807.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/19/2021	AT-101	Weekly Surface Mixer Inspection & Maintenance	2806.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/19/2021	Aeration Tanks	Weekly Aeration & Diffuser Maintenance	2805.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/19/2021	Ferrous Room	Weekly Ferrous Feed Room Housekeeping	2804.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/19/2021	Digester Building Basement	Weekly Digester Building Housekeeping	2803.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/19/2021	Headworks Building	Weekly Headworks Housekeeping	2802.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/20/2021	Tool Room	Weekly Storage Room.	2829.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/20/2021	TB-104	Weekly Charter Thckener Maintenance	2828.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/20/2021	Service Building 3rd Floor	Service Building 3rd Floor Housekeeping	2826.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/20/2021	Service Building 2nd Floor	Weekly Service Building 2nd Floor Housekeeping	2825.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/20/2021	Service Building 1st Floor	Service Building 1st Floor Housekeeping	2824.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/20/2021	SB-201	Weekly Composite Sampler Maintenance	2823.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/20/2021	GB-101	Weekly Fine Maintenance	2822.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/20/2021	LB-129	Weekly Vacuum Pump Maintenance	2821.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			

Completed Work Order Note Report

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Completed	Equipment Number	Task	WO #	Type
1/20/2021	SB-202	Weekly NP Booster System Maintenance	2820.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/20/2021	Laboratory QA/QC Program	Weekly Lab Analysis Checks	2819.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/20/2021	Laboratory/ Office	Laboratory Housekeeping	2818.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/21/2021	UV-100	Monthly Trojan 3000 UV Maintenance	2773.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/21/2021	TB-104	Monthly Thickener Maintenance	2772.01	Scheduled
<b>Note</b>	<b>Task complete- TS</b>			
1/21/2021	UIS Cruise Scada Alarm System	Weekly Alarm System Testing	2830.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/21/2021	UV-100	Weekly UV Maintenance	2831.01	Scheduled
<b>Note</b>	<b>Task complete- TK/TS/KM</b>			
1/21/2021	TB-100	Weekly Thickener Building Housekeeping	2827.01	Scheduled
<b>Note</b>				
1/21/2021	DB-301	Weekly Inspection of the Sludge Recirculation Pumps	2817.01	Scheduled
<b>Note</b>	<b>Task complete- TS</b>			
1/22/2021	Laboratory QA/QC Program	Monthly QAQC Data & Analysis Checks	2771.01	Scheduled
<b>Note</b>	<b>Task complete- TS/TK</b>			
1/25/2021	SB-201	Weekly Composite Sampler Maintenance	2853.01	Scheduled
<b>Note</b>	<b>Task complete- TK</b>			
1/26/2021	FC-100	Weekly East & West Secondary Clarifier Maintenance	2840.01	Scheduled
<b>Note</b>	<b>Task complete- RKM</b>			
1/26/2021	AT-105	Weekly D.O Sensor Maintenance	2839.01	Scheduled
<b>Note</b>	<b>Task complete- RKM</b>			
1/26/2021	Secondary Clarifiers West & East	Secondary Clarifier Cleaning	2838.01	Scheduled
<b>Note</b>	<b>Task complete- RKM</b>			
1/26/2021	Bathroom	Weekly Bathroom/Locker Room Housekeeping	2837.01	Scheduled
<b>Note</b>	<b>Task complete- RKM</b>			
1/26/2021	AT-101	Weekly Surface Mixer Inspection & Maintenance	2836.01	Scheduled
<b>Note</b>	<b>Task complete- RKM</b>			
1/26/2021	Aeration Tanks	Weekly Aeration & Diffuser Maintenance	2835.01	Scheduled
<b>Note</b>	<b>Task complete- RKM</b>			
1/26/2021	Ferrous Room	Weekly Ferrous Feed Room Housekeeping	2834.01	Scheduled
<b>Note</b>	<b>Task complete- RKM</b>			
1/26/2021	Digester Building Basement	Weekly Digester Building Housekeeping	2833.01	Scheduled
<b>Note</b>	<b>Task complete- RKM</b>			
1/26/2021	Headworks Building	Weekly Headworks Housekeeping	2832.01	Scheduled
<b>Note</b>	<b>Task complete- RKM</b>			
1/27/2021	SA-102	Portland Monthly Emergency Lighting Checks	2737.01	Scheduled
<b>Note</b>	<b>Task complete- TK, TS</b>			
1/28/2021	GB-104	Monthly Grit Auger & Classifier Maintenance	2569.01	Scheduled
<b>Note</b>	<b>Task complete- TK, TS</b>			
1/28/2021	DB-301	Weekly Inspection of the Sludge Recirculation Pumps	2847.01	Scheduled
<b>Note</b>	<b>Task complete- TS, TK, RKM</b>			
1/28/2021	Boiler Room	Boiler Room Housekeeping	2846.01	Scheduled
<b>Note</b>	<b>Task complete- RKM</b>			
1/28/2021	GB-104	Weekly Grit Classifier Maintenance	2845.01	Scheduled
<b>Note</b>	<b>Task complete- RKM</b>			

Completed	Equipment Number	Task	WO #	Type
1/28/2021	Process Blowers	Weekly Grit & Aerartion Blower Maintenance	2844.01	Scheduled
<b>Note</b>	<b>Task complete- RKM</b>			
1/28/2021	Gas Mixing Room	Weekly Gas Mixing Room Housekeeping	2843.01	Scheduled
<b>Note</b>	<b>Task complete- RKM</b>			
1/28/2021	DB-200	Weekly Gas Mixer Maintenance	2842.01	Scheduled
<b>Note</b>	<b>Task complete- RKM</b>			
1/28/2021	LB-125	Weekly Eyewash & Shower Exercise	2841.01	Scheduled
<b>Note</b>	<b>Task complete- RKM</b>			
1/28/2021	Laboratory/ Office	Laboratory Housekeeping	2848.01	Scheduled
<b>Note</b>	<b>Task complete- TK, TS</b>			
1/28/2021	Tool Room	Weekly Storage Room.	2859.01	Scheduled
<b>Note</b>	<b>Task complete- TK, TS</b>			
1/28/2021	TB-104	Weekly Charter Thckener Maintenance	2858.01	Scheduled
<b>Note</b>	<b>Task complete- TK, TS</b>			
1/28/2021	TB-100	Weekly Thickener Building Housekeeping	2857.01	Scheduled
<b>Note</b>	<b>Task complete- TK, TS</b>			
1/28/2021	Service Building 3rd Floor	Service Building 3rd Floor Housekeeping	2856.01	Scheduled
<b>Note</b>	<b>Task complete- TK, TS</b>			
1/28/2021	Service Building 2nd Floor	Weekly Service Building 2nd Floor Housekeeping	2855.01	Scheduled
<b>Note</b>	<b>Task complete- TK, TS</b>			
1/28/2021	Service Building 1st Floor	Service Building 1st Floor Housekeeping	2854.01	Scheduled
<b>Note</b>	<b>Task complete- TK, TS</b>			
1/29/2021	Laboratory QA/QC Program	Weekly Lab Analysis Checks	2849.01	Scheduled
<b>Note</b>	<b>Task complete- TS</b>			
1/29/2021	GB-101	Weekly Fine Maintenance	2852.01	Scheduled
<b>Note</b>	<b>Task complete- TS</b>			
1/29/2021	LB-129	Weekly Vacuum Pump Maintenance	2851.01	Scheduled
<b>Note</b>	<b>Task complete- TS</b>			
1/29/2021	SB-202	Weekly NP Booster System Maintenance	2850.01	Scheduled
<b>Note</b>	<b>Task complete- TS</b>			
1/29/2021	UV-100	Weekly UV Maintenance	2861.01	Scheduled
<b>Note</b>	<b>Task complete- TK, TS</b>			
1/29/2021	UIS Cruise Scada Alarm System	Weekly Alarm System Testing	2860.01	Scheduled
<b>Note</b>	<b>Task complete- TK, TS</b>			

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION  
NOTICE OF HEARING  
FOR THE GAS CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-20671**

- Consumers Energy Company requests the Michigan Public Service Commission's authority to reconcile its gas revenue decoupling mechanism and for other relief.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A pre-hearing will be held:

**DATE/TIME:**      **Thursday, February 25, 2021 at 9:00 AM**

**BEFORE:**        **Administrative Law Judge Jonathan Thoits**

**LOCATION:**       **Video/Teleconferencing**

**PARTICIPATION:**    Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov) in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) December 20, 2019 and amended on August 7, 2020 application requesting the Commission to authorize: 1) Consumers Energy to reconcile the Revenue Decoupling Mechanism for the period July 1, 2019 through September 31, 2019, including the remaining residual balance from Case No. U-20356; 2) Consumers Energy Company to apply a one-month per customer credit or surcharge, to collect the Revenue Decoupling Mechanism revenues by rate schedule based on the projected number of customers for the February 2021 bill month; 3) Consumers Energy to apply the proposed remaining residual balance reconciliation mechanism to any remaining residual balances that continue to exist after the implementation of the proposed surcharge and credits; and 4) other and further relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by February 18, 2021. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-20671**. Statements may be emailed to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy Company's application may be reviewed on the Commission's website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets), and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

**[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY  
APPROVE, REJECT, OR AMEND PROPOSALS MADE BY  
CONSUMERS ENERGY.]**