



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

7:00 P.M. Tuesday, September 3, 2024

City Council Chambers

City Hall, 259 Kent St, Portland, MI 48875

Estimated Time		<u>Desired Outcome</u>
7:00 PM	I. <u>Call to Order by Mayor Barnes</u>	
7:01 PM	II. <u>Pledge of Allegiance</u>	
7:02 PM	III. <u>Acceptance of Agenda</u>	Decision
7:03 PM	IV. <u>Public Comment</u> (5-minute time limit per speaker)	
7:08 PM	V. <u>Interim City Manager Report</u>	
7:15 PM	VI. <u>Presentations</u>	
	A. DDA Director ConnerWellman – Downtown Report	
	VII. <u>Public Hearing(s)</u> - None	
	VIII. <u>Old Business</u> - None	
7:25 PM	IX. <u>New Business</u>	
	A. Proposed Resolution 24-74 Approving a Contract with VC3 to Provide IT Services for the City of Portland	Decision
7:28 PM	B. Proposed Resolution 24-75 Approving the Michigan Public Power Agency’s (MPPA) Recommendation to Approve, Authorize, and Direct the Member Authorized Representative to Sign the Amended and Restated Belle River Power Sales Agreement	Decision
	C. Proposed Resolution 24-76 Approving Pay Request No. 3 to the State of Michigan for Work Done on the Kent Street Improvement Project	Decision
7:30 PM	D. Proposed Resolution 24-77 Confirming the Mayor’s Appointment to City Boards and Commissions	Decision
7:32 PM		
7:35 PM	X. <u>Consent Agenda</u>	Decision
	A. Minutes and Synopsis of the Regular City Council Meeting held on August 19, 2024	
	A. Payment of Invoices in the Amount of \$479,797.49 and Payroll in the Amount of \$163,947.78 for a Total of \$643,745.27	
	B. Purchase Orders over \$5,000.00	
	1. Visco in the Amount of \$5,664.00 for Filigree Rings for the Decorative Street Lights	

<u>Estimated Time</u>
7:38 PM
7:40 PM
7:45 PM
7:50 PM

XI. Communications

- A. Wastewater Treatment Plant Open House Invite
- B. DDA Minutes for July 22, 2024
- C. Utility Billing Report for July 2024
- D. Fleis & VandenBrink Status Report – August 27, 2024
- E. Ionia County Board of Commissioners Agenda for August 27, 2024

XII. Other Business – None

XIII. Interim City Manager Comments

XIV. Council Comments

XV. Adjournment

<u>Desired Outcome</u>
Decision

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-74

**A RESOLUTION APPROVING A CONTRACT WITH VC3 TO
PROVIDE IT SERVICES FOR THE CITY OF PORTLAND**

WHEREAS, VC3, previous IT Right, has provided IT Services for the City of Portland since at least 2017 ; and

WHEREAS, VC3 has proposed a three-year contract, that is attached as Exhibit A, with annual increases that are significantly below the average cost of IT services; and

WHEREAS, VC3 is the recommended firm for all issues related BS&A, the City of Portland suite of software; and

WHEREAS, VC3 is one of the few fully CJIS and LEIN compliant firms in the State of Michigan able to fully and legally work with Law Enforcement in a manner that is consistent and compliant with both State and Federal regulations; and

WHEREAS, the Finance Director and City Manager have reviewed the proposed contract and recommend its approval.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the proposal from VC3, 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: September 3, 2024

Monique I. Miller, City Clerk



VC3 Manage + Backups Order

City of Portland, MI

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Portland, Michigan 48875
United States

Nikki Miller

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Prepared by: Randy Allen

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Products & Services

Products & Services	Quantity	Unit Price	Price
VC3 Manage - Full User 24x7x365 Remote & Onsite Support: Users, Servers, Network Foundational Protection Components: EDR Including 24x7x365 SOC, M365 Protection & Backups Proactive Monitoring, Maintenance & Patching: Workstations, Servers, Network Strategic IT Planning: Alignment with IT Best Practices, IT Budgeting, Technology Roadmap M365 License Management Vendor Co-Ordination Hardware, Software, Domain and License Procurement / Renewals	22	\$50.00 / month	\$1,100.00 / month for 3 years
Data Recovery - Server Backup	3	\$32.00 / month	\$96.00 / month for 3 years
Data Recovery - Cloud Storage (Per GB)	12,300	\$0.05 / month	\$615.00 / month for 3 years
Cyber Aware Complete Employee Cyber Security Awareness Training - Advanced Training Catalog Simulated Phishing Tests - Increased Variation of Tests	28	\$2.50 / month	\$70.00 / month for 3 years

Summary

Monthly subtotal

\$1,881.00

Comments

Prices shown above are valid for 90 days from date of Order.

*12,300 GB represents the amount of cloud storage in use for your server backups.

**As a courtesy to a loyal client, prices will be staggered as follows:

This year's annual renewal: \$1881 monthly

Next year's annual renewal: \$2101 monthly

Third year's annual renewal: \$2541 monthly

Afterwards, the contract will increase annually by CPI Index or 4%.

This Order is entered into as of August 21, 2024 between VC3 Inc., a Delaware corporation ("Company") and City of Portland, MI ("Client")

Order Governed by the Master Agreement

This Order is subject to and governed by Company's Master Agreement in effect on the date this Order is entered into between Company and Client. The Master Agreement is available at <https://www.vc3.com/terms-of-service/> and is incorporated in full into and made a part of this Order by this reference. The Client may also request a copy of the Master Agreement by submitting an email request to betterit@vc3.com identifying the Client and the applicable Orders. Company's entering into this Order is conditioned on Client's agreement to the Master Agreement, and by entering into this Order with Company, Client accepts and agrees to the Master Agreement.

Deliverables & Services

Discovery & Deployment

Setup the Client System for management and provide training to help the Client get the most out of the services. This includes:

1. Deployment of all services listed above.
2. Full documentation and inventory of your network
3. Best-practice configuration of the network for monitoring and management
4. Orientation and training for your staff
5. MacOS Note: If Client is utilizing Mac OS, Company will provide documentation to end users on how to install Company's monitoring and management platform. MacOS does not allow a remote deployment of standard Company tools.
Should Mac OS users require onsite assistance to install VC3's monitoring and management platform, support will be provided on a Time and Materials basis at the rates detailed within Client Master Agreement.
6. Implement performance monitoring of client's network prior to and during implementation.

24x7 Monitoring and Incident Response Services

1. Provide 24X7 Incident response services for all included user, server, and network devices.
2. Provide phone, remote and onsite support to authorized users for all included devices.
3. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
4. Provide 24x7 collection of performance data for the client's included server and network devices per Company's best practices.
5. Utilize industry best practices for remote access, control, and management of all devices.
6. Patching: Deploy, manage, and monitor the installation of approved service packs, security updates and firmware updates as deemed necessary on all applicable devices. Some devices such as tablets and cell phones may not be compatible with included patching methodologies.
7. Resolution of monitoring alerts.
8. Resolution of performance issues.
9. Resolution of availability issues.
10. Resolution of end-user reported problems.
11. Routine additions, deletions, and changes to included devices and users.

Foundational Protection

1. Deploy Endpoint Detection and Response (EDR) to all workstations and servers with Company RMM deployed.
2. Monitor workstations and servers with EDR installed via 24x7x365 partner SOC.
3. Deploy M365 Monitoring and Backup Solutions to Client M365 Tenant.
4. Continually monitor M365 tenancy.
5. Backup M365 (SharePoint, OneDrive, Teams & Exchange Online) 3 times a day.
6. Configure infinite retention on M365 backups.
7. Respond to incidents and service requests. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.

Application Support

1. Provide support for client licensed 3rd party applications. If it is determined from the initial discovery and/or from third-party application vendors that an application requires additional servers, licensing or support resources, additional monthly costs may be required before the application can be supported.
2. Microsoft Applications:
 - a. Includes Microsoft Office and Office 365 core applications. This is limited to Microsoft Access, Excel, OneDrive for Business, OneNote, Outlook, PowerPoint, SharePoint, Teams and Word.
 - b. Application installs, synchronization issues, permission management and general troubleshooting are all within scope for these applications.

Strategic IT Planning

Provide the client with a named Strategic resource to assist Client with the following:

1. **Budgeting:** Work with the client to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals.
2. **Strategic Planning:** Recommend technology solutions as well as provide roadmaps that support key business processes in order to help the client leverage technology appropriately. The Company will work with the client as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the client's technology investment.
3. **Analyze IT Health data:** Perform a periodic analysis of the data collected by Company's monitoring systems to proactively resolve issues and assess potential risks within the environment. The Company will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.

IT Asset Administration

1. Hardware and software asset and warranty expiration tracking
2. Domain name expiration tracking
3. Hardware and software purchase specification
4. Web portal access for ticket creation and management
5. Maintaining network documentation and secure password storage
6. Interfacing with vendors such as internet service providers (ISPs)

Procurement

1. Server, Networking, and Power equipment.
2. Desktops, laptops, tablets.
3. Peripherals, including Printers.
4. Software, including subscription-based services.
5. Domain names and security certificates.

Managed Backups

1. Installation and Configuration:

- a. Install backup agents and initialize backups on all protected servers within the Client's environment.
- b. Perform an initial seed of the Client's backup data and will load that data into the cloud.
- c. Configure the cloud backups such that backups are performed per the backup retention schedule determined during implementation.
- d. Configure the backup monitoring to alert VC3 of backup failures.
- e. Perform an initial backup of all systems and will confirm that backups are performing as expected.

2. Backup Management:

- a. Monitor and maintain backups for the servers protected.
- b. Perform periodic updates to the backup software such as patches, and updates.
- c. Provide replacement components for failures that occur as a result of internal equipment defects or end of life for Company provided hardware. This does not include physical damage to the equipment due to abuse or environmental factors (for example, fire, hurricane or flood damage).

3. Disaster Recovery Plan

i. Work with Client to identify and document backup requirements to form a Disaster Recovery Plan.
This includes:

ii. Servers to be backed up.

iii. Recovery Point Objective (RPO)

iv. Recovery Time Objective (RTO)

v. Data Backup Plan

vi. Automatic Daily Restore Testing.

vii. Disaster Recovery team

viii. Requirements of Data Recovery

Exclusions

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

1. Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific Company product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. Company will provide these services to the client on a Time & Materials Order basis at the rates outlined in the Master Agreement. If modification or replacement of a hardware device or component is required, client is responsible for all hardware and hardware vendor services costs, excluding Company owned hardware explicitly provided through this Order.
2. Software development, training and project work, including client-owned PC upgrades and non-patch upgrades of software, are not included.
3. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.

4. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
5. Architectural changes, mass deployment, database management, data visualization and business process automation / troubleshooting are considered excluded from this Order.
6. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.
7. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.
8. Company is authorized to obtain any documentation or information regarding any and all accounts at all locations the Client may have with any telecommunications vendor. Company also has the authority to be added as an account contact and speak on behalf of the Client in negotiating services, billing, credits and/or connectivity of this Client's services with the Telecommunications company and/or vendor with the proviso that only the Client has authority to enter into contracts with any vendor or supplier.
9. Throughout the relationship between Company and Client, the Company will also make extensive use of Remote Management software. This software is used across all clients to monitor workstations and servers in real time. Company will also use this software to remotely connect and assist the Client's users when they have a technological problem if the user has an internet connection. In addition, endpoint protection software, ticketing, and asset management are managed through this software.

Assumptions

1. The Order will not become effective unless and until it is agreed upon and signed by the Client and Company.
2. If Company is providing or managing Client's Microsoft Licenses, then Client agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here: <https://www.microsoft.com/licensing/docs/customeragreement>
3. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
4. Company will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred will be invoiced according to the Master Agreement.
5. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.

6. If client Microsoft licenses are under a current annual NCE subscription, Company assumes they will migrate to become under Company's management at the point of renewal.
7. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.

Client Responsibilities

1. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
2. Client is responsible for authorizing access for Company to sites that are owned / controlled by third parties.
3. Client is responsible for proper disposal of client-owned devices.
4. Client will make a best effort to maintain the minimum infrastructure requirements as defined by Company.
5. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
6. Client must assign Company as their Microsoft Partner of record.
7. Client is responsible for procurement and ownership of all licenses, maintenance, and vendor support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Products & Services section.
8. Third party tool licensing may be required for additional cost.
9. Client will be financially responsible for any remaining or ongoing charges from Microsoft. Microsoft subscriptions can each have their own terms and renewal dates. It is the client's responsibility to engage Company to adjust Microsoft subscription counts and terminations prior to 12 months from the original work order or subsequent change order purchase date.

Invoicing

Recurring services, if included, shall be provided for term indicated in Products & Services, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.

Company will invoice the Client a pro-rated monthly fee based on any partial month of service plus the first full month of service on the Effective Services Start Date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. Services activated

after the first of month may be invoiced on a pro rata basis the following month. All One-Time Fees will be invoiced to Client upon signature of this Order.

Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.

The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided by either party no fewer than 90 calendar days prior to expiration of the current active term.

Company will audit the Client's usage of the quantity of Services on a monthly basis; for each quantity of Services found in excess of the amount stated in this Order above, Company will increase the monthly service fee amount by the corresponding unit price stated above.

At no time during the term of this Order will the fees payable under this Order (i.e. the monthly subtotal amount) drop below seventy-five percent (75%) of the initially agreed upon monthly subtotal stated above.

In the event of the early termination of the Agreement in accordance with Section 3.3 of the Master Agreement, Client agrees that the initially agreed upon monthly subtotal stated above shall be used for calculating fees due for the remaining term of the Agreement.

Additional services may be added at any time during the life of this Order at the unit price listed above.

Addendum A – Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. Company utilizes the following priorities, criteria and response metrics:

- **Priority 1:**
 - System/device/application down causing work to cease and critical impact to the entire organization, a whole department, or a C-level executive or VIP user; no interim solution available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired.
 - **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- **Priority 2:**
 - System/device/application down causing work to cease and potential business impact for up to 5 users, a C-level executive, or a VIP user; no interim solution available.
 - **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- **Priority 3:**
 - Level of service degraded causing impact to an individual user; no interim solution available. Operational impact to the organization or a whole department though work continues as a result of implementing an interim solution or use of other system/device/service.
 - **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- **Priority 4:**
 - Minor inconvenience to a department or user exists though work continues as a result of implementing an interim solution or use of another system/device/service.
 - **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- **Priority 5:**
 - Maintenance tasks, audits, or alignment work that is not requested by the client.
 - **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

Call Priority	Initial Client Contact Guidelines	Initial Client Contact Percentages
1	1 Hour	90%
2	2 Hours	90%
3	4 Business Hours	90%
4	8 Business Hours	90%
5	N/A	N/A

Addendum B - Maintenance Windows

All work performed within Company’s Hosting or Client Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

1. **Scheduled Maintenance:** All planned work performed on Company’s Hosting or Client Infrastructure by Company engineers, or staff is defined as “Scheduled Maintenance”. During Scheduled Maintenance, some or all of Company’s Hosting or Client Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur between 2 AM and 6 AM in the local time zone for which the Client Infrastructure being maintained resides. Downtime to perform changes is expected during this window. If Client has a business need to avoid said downtime, they must provide their request via the Company Service Desk ten business days in advance.
 - a. **Notification:** Client will be notified via email should Scheduled Maintenance be required to take place outside of the windows specified above.

2. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of Company’s Hosting or Client Infrastructure within the control of Company is defined as “Emergency Maintenance”. Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible, and appropriate measures taken to return the system to normal availability.
 - a. **Notification:** Client will be notified via email should Emergency Maintenance be necessary. Commercially reasonable efforts will be made to notify Client prior to emergency maintenance. Company reserves the right to complete Emergency Maintenance without prior notification to Client if necessary to mitigate risks posed by the need for Emergency Maintenance in a timely manner.

Client Signature

Signature

Date

Printed name

VC3 Countersignature

Countersignature

Date

Printed name

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-75

**A RESOLUTION APPROVING THE MICHIGAN PUBLIC POWER AGENCY'S
(MPPA) RECOMMENDATION TO APPROVE, AUTHORIZE, AND DIRECT
THE MEMBER AUTHORIZED REPRESENTATIVE TO SIGN THE AMENDED
AND RESTATED BELLE RIVER POWER SALES AGREEMENT**

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 Belle River Power Plant (BRPP) is a two-unit coal-fired baseload power plant jointly owned by DTE Energy and the MPPA; and

WHEREAS, after careful analysis of reliability, affordability, and environmental outcomes, it has been concluded the best strategy will be to repower BRPP with natural gas; and

WHEREAS, the MPPA Board of Commissioners has moved in support of this project and proposed the Belle River Restated and Amended Power Sales Agreement, a copy of which is attached as Exhibit A; and

WHEREAS, at its regular meeting on August 27, 2024, the Board of Light and Power voted to recommend that City Council approve same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the Belle River Restated and Amended Power Sales Agreement, 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: September 2, 2024

Monique I. Miller, City Clerk

Memo



To: City of Portland – Board of Light and Power

From: Todd Davlin, Electric Superintendent

Cc: Doug Terry, Interim City Manager
Nikki Miller, City Clerk

Date: 7-30-2024

Re: **Action Item BLP 24-7B:** Belle River Restated and Amended Power Sales Agreement

The Belle River Power Plant (“BRPP”) is a two-unit 1,270 MW coal-fired baseload power plant located in St. Clair County, Michigan. Unit 1 came online in 1984, and Unit 2 came online in 1985. BRPP is jointly owned by DTE Energy (81.39%) and Michigan Public Power Agency (“MPPA”) (18.61%). Eleven of MPPA’s twenty-two Members receive power supply from BRPP through their participation in MPPA’s Belle River Project. The City of Portland participates in MPPA’s Belle River Project.

BRPP is being repowered from a baseload coal to a natural gas peaking resource in two stages. Unit 1 will be repowered in 2025 and Unit 2 in 2026. The natural gas repowering will allow BRPP to operate through 2039. DTE sought and received MPSC approval as part of its November 2022 Integrated Resource Plan filing. The BRPP Project Committee authorized MPPA to submit testimony in March of 2023 supporting DTE’s plan to repower BRPP to natural gas based on BRPP’s contribution to electric reliability in Michigan, its contribution to MPPA’s resource adequacy portfolio, and the forecasted economic benefits it will provide. BRPP is subject to the Steam Electric Power Generating Effluent Limitations Guidelines and Standards (“ELG”), along with a myriad of other Environmental Protection Agency regulations. Under the 2020 ELG regulations, coal fired power plants must permanently cease burning coal by the end of 2028 or install more sophisticated wastewater treatment technologies.

After careful analysis where DTE studied reliability, affordability, and environmental outcomes, they concluded the best strategy will be to repower Belle River with natural gas. The repowering will lower emissions by approximately 90% while contributing the same amount of electric reliability as the current coal fired facility. Further, the cost to repower will be less expensive than building a new natural gas peaking resource, utilizes an existing power plant site, avoids the timing and complexity of a new transmission interconnection, can connect to existing natural gas infrastructure, and is in a supportive community.

It is in the interest of the City of Portland – Board of Light and Power for the BRPP to convert to natural gas. The BRPP gas conversion project preserves capacity and transmission rights, generates energy, and supports Michigan energy market reliability and stability. The MPPA Board of Commissioners has moved in support of the project. The original Belle River Participation Agreement has been amended and restated to reflect the transition to natural gas, to reflect administrative changes in how the MISO market operates and to allow for MPPA communities to both invest capital or finance project costs. The projected return on investment for the BRPP suggests this is both a good value and prudent use of financial resources.

Action Item BLP 24-7B –Recommend that City Council approve execution of the MPPA Amended and Restated Belle River Participation Agreement. The City of Portland share of cost for natural gas conversion is \$162,000. The projected percent return on investment for the entire Belle River Project repurposing is estimated to be greater than 35%.

[COMPOSITE CONFORMED COPY]

POWER SALES CONTRACT

BETWEEN

MICHIGAN PUBLIC POWER AGENCY

AND

[ADDRESSED SEPARATELY TO EACH PARTICIPANT

AS SET FORTH IN ANNEX 1 HERETO]

As Amended and Restated

From Time to Time

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BELLE RIVER
POWER SALES CONTRACT

This BELLE RIVER POWER SALES CONTRACT between MICHIGAN PUBLIC POWER AGENCY, a body corporate and politic of the State of Michigan created pursuant to Act 448 of the Public Acts of Michigan of 1976 ("MPPA") and [ADDRESSED SEPARATELY TO EACH PARTICIPANT AS SET FORTH IN ANNEX 1 HERETO] (the "Participant"), dated as of December 1, 1982, as amended and restated from time to time, including as amended and restated on _____, 2024.

WHEREAS, MPPA was organized under Act 448 of the Public Acts of Michigan of 1976 (the "Act") 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, MPPA is empowered by the Act (i) to acquire and construct facilities for the generation, transmission or transformation, or a combination thereof, of electric power and energy, or to acquire an interest in any such facilities; (ii) to purchase, sell, transmit or otherwise use electric power and energy within or without the State of Michigan; (iii) to issue its revenue bonds to pay all or part of the cost of acquiring facilities for the generation, transmission or transformation, or a combination thereof, of electric power and energy; and (iv) to exercise all other powers not inconsistent with the laws of the State of Michigan or the United States of America which may be necessary or appropriate for, or incidental to, the effectuation of its authorized purposes; and

WHEREAS, MPPA entered into the Belle River Participation Agreement dated as of December 1, 1982, as amended and restated from time to time, including as amended and restated on May 7, 2024 ("Amended and Restated Belle River Participation Agreement" or "Belle River Participation Agreement"), with DTE Electric Company, formerly known as The Detroit Edison Company, pursuant to which MPPA purchased an undivided interest in, and is entitled to a portion of the electric power and energy derived from, those electric generating and other facilities described herein and designated as Belle River; and

WHEREAS, MPPA entered into the Belle River Transmission Ownership and Operating Agreement dated as of December 1, 1982 with DTE Electric Company, formerly known as The Detroit Edison Company, pursuant to which MPPA purchased an undivided interest in certain 120 kV and higher voltage transmission lines designated in such agreement as the Designated Transmission Lines; and

WHEREAS, MPPA entered into the Belle River Transmission Ownership and Operating Agreement dated as of December 1, 1982 with Consumers Energy Company, formerly known as Consumers Power Company, pursuant to which MPPA purchased an undivided interest in certain 345 kV or higher voltage transmission lines designated in such agreement as the Designated EHV Transmission Lines; and

WHEREAS, MPPA will take or cause to be taken all steps necessary for acquisition and construction of those facilities described herein and designated as the Belle River Project for the supply of electric power and energy to the Participant and to the other municipalities contracting with MPPA therefor and will sell the power and energy of the Belle River Project pursuant to this Power Sales Contract and pursuant to contracts substantially similar to this contract with such other municipalities or other contracts with members of MPPA or others who are not Participants; and

WHEREAS, in order to enable MPPA to finance all or a portion of the Belle River Project and/or issue its revenue bonds to pay the cost of acquiring and constructing the Belle River Project it is necessary for MPPA to have substantially similar binding contracts with the Participant and such other municipalities purchasing power and energy of the Belle River Project and to pledge the payments required to be made in accordance with such contracts as security for the payment of the revenue bonds;

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. Definitions and Explanations of Terms.

Unless the context indicates that another meaning is intended, the following words, when used in this Power Sales Contract, including the Preamble and the Schedules, shall have the following meanings:

Belle River shall mean Belle River as such term is defined in the Belle River Participation Agreement.

Belle River 1 shall mean Belle River 1 as such term is defined in the Belle River Participation Agreement.

Belle River 2 shall mean Belle River 2 as such term is defined in the Belle River Participation Agreement.

Belle River Participation Agreement shall mean the Amended and Restated Belle River Participation Agreement as the same may be amended and restated from time to time in accordance with the provisions thereof.

Belle River Project shall mean the ownership interest and contract rights of MPPA in Belle River and Belle River Transmission.

Belle River Project Capability shall mean the amount of Net Electric Capacity and Energy, if any, which Belle River is capable of generating at any particular time (including times when Belle River is not operable or operating or the operation thereof is suspended, interrupted, interfered with, reduced or curtailed, in each case in whole or in part for any reason whatsoever) to which MPPA is entitled under the Belle River Participation Agreement, all determined in accordance with the Belle River Participation Agreement.

Belle River Transmission shall mean certain 120 kV and higher voltage transmission lines and transmission facilities ownership of all or a portion of which has been conveyed to MPPA by The Detroit Edison Company (now known as DTE Electric Company) pursuant to the Edison Transmission Agreement and by Consumers Energy Company, formerly

known as Consumers Power Company, pursuant to the Consumers Transmission Agreement.

Bond Anticipation Notes shall mean notes or other evidence of indebtedness from time to time issued in anticipation of the issuance of Bonds, the proceeds of which have been or are required to be applied to one or more of the purposes for which Bonds could be issued.

Bond Election shall mean, with respect to each Participant that elects to participate or partially participates in a bond issue with respect to the Belle River Project, the original principal amount of the bond issue allocated to the Participant as shown opposite their name in the Capital Requirements Schedule, in the Bond Election column (see sample table attached as Exhibit X) that comprises a part of the Bond Resolution for each bond issue.

Bond Resolution shall mean the Belle River Project Revenue Bond Resolution providing for the issuance of the Bonds adopted or to be adopted by the Board of Commissioners of MPPA including any and all amendments and supplements thereto adopted in accordance with the provisions thereof.

Bonds shall mean the Bonds from time to time issued by MPPA pursuant to the Bond Resolution to pay any part of the Cost Of Acquisition And Construction of the Belle River Project, whether or not any issue of such Bonds shall be subordinated as to payment to any other issue of Bonds, and shall include additional Bonds and refunding Bonds issued in accordance with this Power Sales Contract and the Bond Resolution.

Cash Election shall mean with respect to each Participant that elects not to participate or partially participates in a bond issue with respect to the Belle River Project, the amount of cash the Participant must contribute as shown opposite their name on the Capital Requirement Schedule, in the Cash Election column (see sample table attached as Exhibit X) that comprises a part of the Bond Resolution for each bond issue.

Consumers Transmission Agreement shall mean the Belle River Transmission Ownership and Operating Agreement dated as of December 1, 1982, between MPPA and Consumers Energy Company, formerly known as Consumers Power Company, as the same may be amended or supplemented from time to time in accordance with the provisions thereof.

Consumers Transmission Cost Factor shall mean, with respect to each Participant, the factor (expressed as a percentage) shown opposite the name of such Participant in the Schedule of Participants which specifies such Participant's proportionate share of Monthly Transmission Costs based on (i) such Participant's Transmission Entitlement Share, (ii) such Participant's right to acquire transmission ownership at net or gross plant, as appropriate, and (iii) the voltage level of such Participant's Point of Delivery.

Contract Year shall mean the twelve (12) month period commencing at 12:01 a.m. on January 1 of each year, except that the first Contract Year shall commence on the first to occur of (i) the date to which all interest is capitalized with respect to all Bonds, (ii) the date which is twelve months prior to the date on which the first principal installment on any of the Bonds is due or (iii) the Commercial Operation Date of Belle River 1.

Cost Of Acquisition And Construction shall mean, to the extent not included in Monthly Power Costs or Monthly Transmission costs, all costs of planning, engineering, financing, constructing, acquiring and placing the Belle River Project in operation, including the conversion of the Belle River Project's fuel source from coal to natural gas, whether heretofore or hereafter paid or incurred by MPPA, including amounts paid to DTE Electric Company under the Belle River Participation Agreement and the Edison Transmission Agreement and to Consumers Energy Company, formerly known as Consumers Power company, under the Consumers Transmission Agreement for any cost or expense which would be a Cost Of Acquisition And Construction if paid or incurred by MPPA, all as contemplated by the term "Costs of Acquisition and Construction" as defined in the Bond Resolution, which shall include, but shall not be limited to, funds for:

(1) interest accruing in whole or in part on Bonds prior to and during construction and for such additional period as MPPA may reasonably determine to be necessary for placing the Belle River Project in operation in accordance with the provisions of the Bond Resolution;

(2) the acquisition of fuel inventory for the Belle River Project;

(3) the working capital requirements of the Belle River Project;

(4) the deposit or deposits required to be made under the Bond Resolution from the proceeds of Bonds into any fund or account established pursuant to the Bond Resolution to meet Debt Service reserve requirements for Bonds;

(5) the deposit or deposits required to be made under the Bond Resolution from the proceeds of Bonds into any fund or account established pursuant to the Bond Resolution as a reserve for renewals, replacements and contingencies and retirement from service or disposal of any facilities of the Belle River Project, including restoration of lands with respect thereto, or as a general reserve;

(6) if applicable, all federal, state and local taxes and payments in lieu of taxes required to be paid under the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement or otherwise legally required to be paid in connection with the acquisition and construction of the Belle River Project;

(7) all costs relating to claims or judgments arising out of construction of the Belle River Project;

(8) all planning and development costs, engineering fees, contractors' fees, costs of obtaining governmental or regulatory permits, licenses and approvals, costs of real property, labor, materials, equipment, supplies, training and testing costs, insurance premiums, legal and financing costs, administrative and general costs, and all other costs properly allocable to the acquisition and construction of the Belle River Project and placing the same in operation;

(9) the costs and expenses incurred in the issuance and sale of Bonds and Bond Anticipation Notes, including bond discounts, if any;

(10) all other costs incurred in connection with, and properly chargeable to, the acquisition and construction of the Belle River Project in accordance with, or which constitute a Cost of Construction under, the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement; and

(11) the payment of principal, premium, if any, and interest when due (whether at the maturity of principal or at the due date of interest or upon redemption) on Bond Anticipation Notes unless such costs are to be paid from proceeds of Bonds pursuant to the Bond Resolution.

MPPA shall apply as a credit against the Cost of Acquisition and Construction of the Belle River Project, to the extent not credited against Monthly Power Costs or Monthly Transmission Costs, all proper credits thereto, including, without limitation, all receipts, revenues and other moneys to the extent received by it or credited to it under the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement from insurance proceeds, condemnation awards, damages collected from contractors, subcontractors or others and proceeds from the sale or other disposition of surplus property and test energy, all relating to the Belle River Project, and interest earned on investments held under the Bond Resolution.

Debt Service shall mean, with respect to any period, the aggregate of the amounts required by the Bond Resolution to be paid or deposited during said period into any fund or account created by the Bond Resolution for the sole purpose of paying the principal (including sinking fund installments) of, premium, if any, and interest on all Bonds from time to time outstanding as the same shall become due; provided, however, that Debt Service shall not include any amount payable as principal or interest solely as a result of acceleration of maturity of Bonds.

Debt Service Entitlement Share shall mean with respect to each Participant, that share of participation in the issuance of Bonds or Bond Anticipation Notes under the Bond

Resolution as shown opposite the name of such Participant on the Capital Requirement Schedule in the Debt Service Entitlement Share column (see sample table attached as Exhibit X).

Debt Service Step-Up Obligation shall mean with respect to each Participant the maximum amount of outstanding principal a Participant shall be required to assume in the event of default of another Participant.

Edison Transmission Agreement shall mean the Belle River Transmission ownership and Operating Agreement dated as of December 1, 1982, between MPPA and The Detroit Edison Company (now known as DTE Electric Company), as the same may be amended or supplemented from time to time in accordance with the provisions thereof.

Edison Transmission Cost Factor shall mean, with respect to each Participant, the factor (expressed as a percentage) shown opposite the name of such Participant in the Schedule of Participants which specifies such Participant's proportionate share of Monthly Transmission Costs based on such Participant's Transmission Entitlement Share.

Electric Capacity shall mean kilowatts (kW) electric.

Electric Energy shall mean kilowatt hours (kWh).

Minimum Loading Level shall mean, with respect to each Participant, the minimum amount of production which such Participant may be required to schedule when Belle River is operating, which minimum amount in any hour shall be determined by multiplying the minimum amount of production which MPPA may be required to schedule pursuant to the Belle River Participation Agreement by such Participant's Power Entitlement Share.

Month shall mean a calendar month.

Monthly Power Costs shall mean, with respect to each Month of each Contract Year, all costs (other than Project Energy Related Costs) attributable to Belle River, to the extent not paid from the proceeds of Bonds (including income from investment of such proceeds) or upfront Cash Election made by Participants, that are paid or incurred by MPPA during

such Month resulting from the ownership, operation, maintenance and termination of, and repair, renewals, replacements, additions, improvements, betterments and modifications to, Belle River, including without limitation, the following items of cost:

(1) the amount required, if any, under the Bond Resolution to be paid or deposited during such Month into any fund or account established by the Bond Resolution for the payment of Debt Service on Bonds allocable to Belle River;

(2) the amount required under the Bond Resolution to be paid or deposited during such Month into any fund or account established by the Bond Resolution to the extent allocable to Belle River or in connection with Bonds allocable to Belle River (other than funds and accounts referred to in clause (1) above), including any amounts required to be paid or deposited by reason of the transfer of moneys from such funds or accounts to the funds or accounts referred to in clause (1) above;

(3) any amount which MPPA may be required during such Month to pay for the prevention or correction of any unusual loss or damage or for renewals, replacements, repairs, additions, improvements, betterments, and modifications which are required under the Belle River Participation Agreement or which are necessary to keep Belle River in good operating condition or to prevent a loss of revenues therefrom, but in each case only to the extent that (a) funds for such payment are not available to MPPA from any funds or accounts established under the Bond Resolution for such purpose or (b) funds for such payment are not provided by the issuance of Bonds;

(4) the costs of operating and maintaining Belle River and of producing and delivering capacity and energy therefrom during such Month (including administrative and general expenses and working capital, for fuel or otherwise, but excluding Project Energy Related Costs and depreciation) not included in the costs specified in the other items of this definition and properly chargeable to Belle River;

(5) the amount required under the Bond Resolution to be paid or deposited during such Month into any fund or account established by the Bond Resolution or otherwise for the payment of interest on Bond Anticipation Notes allocable to Belle River;

(6) any additional amount not specified in the other items of this definition (excluding Project Energy Related Costs) which must be paid by MPPA during such Month under the Belle River Participation Agreement;

(7) any additional amount not in excess of 5% of the amount required to be paid pursuant to clause (1) above for financial and economic surveys, studies and work relating to future power supply by the Belle River Project; and

(8) any additional amount allocable to Bonds allocable to Belle River which must be realized by MPPA during such Month in order to meet the Debt Service coverage requirement of any rate covenant of the Bond Resolution with respect to such Bonds or which MPPA deems advisable in the marketing of its Bonds.

Monthly Transmission Costs shall mean, with respect to each Month of each Contract Year, all costs (other than Transmission Utilization Adjustment Costs) attributable to Belle River Transmission, to the extent not paid from the proceeds of Bonds (including income from investment of such proceeds), or upfront Cash Election made by Participants, that are paid or incurred by MPPA during such Month resulting from the ownership, operation, maintenance and termination of, and repair, renewals, replacements, additions, improvements, betterments and modifications to, Belle River Transmission and delivery pursuant to the Power Sales Contracts of capacity and energy, including without limitation, the following items of cost:

(1) the amount required under the Bond Resolution to be paid or deposited during such Month into any fund or account established by the Bond Resolution for the payment of Debt Service on Bonds allocable to Belle River Transmission;

(2) the amount required under the Bond Resolution to be paid or deposited during such Month into any fund or account established by the Bond Resolution to the extent allocable to Belle River Transmission or in connection with Bonds allocable to Belle River Transmission (other than funds and accounts referred to in clause (1) above), including any amounts required to be paid or deposited by reason of the transfer of moneys from such funds or accounts to the funds or accounts referred to in clause (1) above;

(3) any amount which MPPA may be required during such Month to pay for the prevention or correction of any unusual loss or damage or for renewals, replacements, repairs, additions, improvements, betterments, and modifications which are required under the Edison Transmission Agreement or the Consumers Transmission Agreement or which are necessary to keep Belle River Transmission in good operating condition or to prevent a loss of revenues therefrom but in each case only to the extent that (a) funds for such payment are not available to MPPA from any funds or accounts established under the Bond Resolution for such purpose or (b) funds for such payment are not provided by the issuance of Bonds;

(4) the costs of operating and maintaining Belle River Transmission during such Month (including administrative and general expenses and working capital, but excluding Transmission Utilization Adjustment Costs and depreciation), not included in the costs specified in the other items of this definition and properly chargeable to Belle River Transmission;

(5) the amount required under the Bond Resolution to be paid or deposited during such Month into any fund or account established by the Bond Resolution or otherwise for the payment of interest on Bond Anticipation Notes allocable to Belle River Transmission;

(6) any additional amount not specified in the other items of this definition (excluding Transmission Utilization Adjustment Costs) which must be paid by MPPA during such Month under the Edison Transmission Agreement or the Consumers Transmission Agreement; and

(7) any additional amount allocable to Bonds allocable to Belle River Transmission which must be realized by MPPA during such Month in order to meet the Debt Service coverage requirement of any rate covenant of the Bond Resolution with respect to such Bonds or which MPPA deems advisable in the marketing of its Bonds.

Net Electric Capacity and Energy shall mean the gross electric capability, and associated electric energy, of Belle River less the associated electric energy utilized by

Belle River for all processes, auxiliary equipment and systems used or useful in connection with start-up, operation, maintenance, control, supply or shutdown of Belle River including appropriate station service transformer losses.

Participants shall mean the parties, including the Participant, other than MPPA, to Power Sales Contracts substantially similar hereto and named on the Schedule of Participants.

Point of Delivery shall mean, with respect to each Participant, (i) the point(s) of interconnection between such Participant's system and the Bulk Transmission System, Bulk Sub transmission System, or the Bulk Primary Voltage System as defined in the Transmission Ownership and Operating Agreements.

Power Entitlement Share shall mean, with respect to each Participant, that percentage of Belle River Project Capability shown opposite the name of such Participant in the Schedule of Participants.

Power Sales Contracts shall mean this Belle River Power Sales Contract and the other Belle River Power Sales Contracts, dated the date hereof, between MPPA and the other Participants, all of which are uniform in all material respects in their terms, conditions and provisions with the exception of the Power Entitlement Share, the Transmission Entitlement Share, the Transmission Cost Factor and the Transmission Utilization Adjustment Factor for each of the Participants.

Project Energy Related Costs shall mean, with respect to Belle River, those costs which vary with the amount of capacity and energy produced from time to time, including without limitation, the cost of fuel, cost of fuel transportation other than fixed costs of transportation, cost of all disposal of wastes directly relating to production of capacity and energy and other costs incurred under the Belle River Participation Agreement which are directly related to the amount of capacity and energy produced under the Belle River Participation Agreement.

Schedule of Participants shall mean the Schedule of Participants attached hereto, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

Transmission Entitlement Share shall mean, with respect to each Participant, the portion of MPPA's ownership interest, expressed in kilowatts, in Belle River Transmission under the Edison Transmission Agreement and the Consumers Transmission Agreement shown opposite the name of such Participant in the Schedule of Participants.

Transmission Utilization Adjustment Costs shall mean the Utilization Adjustment, expressed in dollars, for MPPA, as determined each year in accordance with the provisions of the Consumers Transmission Agreement.

Transmission Utilization Adjustment Factor shall mean, with respect to each Participant, the factor (expressed as a percentage) to be determined each Contract Year which specifies such Participant's proportionate share of Transmission Utilization Adjustment Costs based on (i) such Participant's Power Entitlement Share for the appropriate Contract Year, (ii) such Participant's Transmission Entitlement Share for the appropriate Contract Year, (iii) such Participant's Planned Available Consumers Transmission Capacity, (iv) such Participant's right to acquire transmission ownership at net or gross plant, as appropriate, and (v) the voltage level of such Participant's Point of Delivery.

Uniform System of Accounts shall mean the Federal Energy Regulatory Commission's "Uniform Systems of Accounts" prescribed for Public Utilities and Licensees (Class A and Class B), in effect as of the date of this Power Sales Contract as such Uniform Systems of Accounts may be modified, amended or supplemented from time to time.

SECTION 2. Term of Contract.

This Power Sales Contract shall become effective upon execution and delivery of Power Sales Contracts by all Participants listed in the Schedule of Participants and shall, unless this Power Sales Contract is terminated pursuant to Section 30, continue until the

later of (i) the date the principal of, premium, if any, and interest on all Bonds have been paid or funds set aside for the payment thereof or (ii) the date Belle River is retired pursuant to the Belle River Participation Agreement or the interest of MPPA in Belle River is terminated pursuant to the Belle River Participation Agreement or is otherwise disposed of.

SECTION 3. Sale and Purchase.

MPPA hereby sells, and the Participant hereby purchases, the Participant's Power Entitlement Share and the Participant's Transmission Entitlement Share. The Participant shall, in accordance with and subject to the provisions of Section 4, pay MPPA (i) for its Power Entitlement Share, an amount determined by multiplying Monthly Power Costs by the Participant's Power Entitlement Share; provided, however, the amount of Debt Service Payments to be paid by a Participant shall be calculated based on the Participant's Debt Service Entitlement Share, if any, (ii) for its share of Project Energy Related Costs, an amount determined by multiplying Project Energy Related Costs by a fraction the numerator of which is the number of kilowatt hours of energy scheduled from Belle River by the Participant during the Month to which such payment relates and the denominator of which is the total kilowatt hours of energy scheduled from Belle River by all Participants during such Month, (iii) for its Transmission Entitlement Share, amounts determined by multiplying Monthly Transmission costs attributable to the Consumers Transmission Agreement by the Participant's Consumers Transmission Cost Factor and Monthly Transmission Costs attributable to the Edison Transmission Agreement by the Participant's Edison Transmission Cost Factor and aggregating such amounts and (iv) for its share of Transmission Utilization Adjustment Costs, if any, an amount determined by multiplying Transmission Utilization Adjustment Costs by the Participant's Transmission Utilization Adjustment Factor (which amount, if negative, is to be credited to Participant). Such payments are to be computed and made as provided in Section 4 below.

SECTION 4. Method of Payment.

(a) On or before 30 days prior to the estimated commencement of the first Contract Year and on or before December 1 prior to the beginning of each Contract Year

thereafter, MPPA shall prepare and e-mail to the Participant a budget showing an estimate by Month of the Monthly Power Costs, Monthly Transmission Costs, Project Energy Related Costs, Transmission Utilization Adjustment Costs, and upon request of the Participant, the Participant's share of each, for the following Contract Year, which estimates will establish the basis for the Participant's payments in respect of Monthly Power Costs, Monthly Transmission Costs, Project Energy Related Costs, and Transmission Utilization Adjustment Costs allocable to the Participant as hereinafter provided

(b) On or before the 10th day of each Month beginning with the second Month of the first Contract Year, MPPA shall render to the Participant a monthly statement showing, in each case with respect to the prior Month, (i) the amount payable by the Participant in respect of Monthly Power Costs; (ii) the amount payable by the Participant in respect of Monthly Transmission Costs; (iii) the amount payable by the Participant in respect of Project Energy Related Costs; (iv) the amount payable by the Participant in respect of Transmission Utilization Adjustment Costs; (v) the amount, if any, credited to or payable by the Participant with respect to any adjustment for actual Monthly Power Costs, Monthly Transmission Costs, Project Energy Related Costs, and Transmission Utilization Adjustment Costs incurred during a prior Month for which credit or payment has not been made; (vi) the credits, if any, against Monthly Power Costs and Monthly Transmission Costs determined in accordance with paragraphs (i) and (j) of this Section 4; and (vii) any other amounts (except amounts in respect of Monthly Power Costs, which amounts are intended to be billed exclusively pursuant to clause (i) above, and amounts in respect of Monthly Transmission Costs, which amounts are intended to be billed exclusively pursuant to clause (ii) above) payable by or credited to such Participant pursuant to this Power Sales Contract or the Bond Resolution not otherwise shown; and such Participant shall pay the total of such amounts at the times specified in paragraph (d) of this Section 4.

(c) At times as it shall deem desirable, MPPA shall review its budget of Monthly

Power Costs and Monthly Transmission Costs for the Contract Year and any adjustment thereof or credit thereto pursuant to paragraphs (i) and (j) of this Section 4 and Project Energy Related Costs, and Transmission Utilization Adjustment Costs for the Contract Year. In the event such review indicates that such budget does not or will not substantially correspond with actual receipts or expenditures, or if at any time during such Contract Year there are or are expected to be extraordinary receipts, credits or payments of costs substantially affecting Monthly Power Costs and Monthly Transmission Costs and any adjustment thereof or credit thereto pursuant to paragraphs (i) and (j) of this Section 4 and Project Energy Related Costs, and Transmission Utilization Adjustment Costs, MPPA shall prepare and email to the Participant a revised budget incorporating adjustments to reflect such receipts, credits or payments which shall supersede the previous such budget as a basis for the Participant's monthly payments hereunder for the balance of that Contract Year.

(d) Monthly payments required to be paid to MPPA pursuant to this Section 4 shall be due and payable to MPPA via electronic payment as MPPA shall designate in writing to the Participant, on the 25th day of the Month following the Month with respect to which the monthly statement therefor was rendered.

(e) 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 the annual percentage rate of interest being charged on such day for the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rate" on such day (or if not published on such day the most recent preceding day on which published), plus two percent (2%), or the maximum rate lawfully payable by the Participant, whichever is less. 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 delayed-payment charge.

(f) In the event of any dispute as to any portion of any monthly 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. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. MPPA shall give consideration to such dispute and shall advise the Participant with regard to its position relative thereto 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 correct amount and such full amount shall be subtracted from the statement next submitted to the Participant after such determination.

(g) Project Energy Related Costs, and Transmission Utilization Adjustment Costs, including any adjustments thereto, shall be determined by MPPA in accordance with the applicable provisions of this Power Sales Contract, the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement, respectively. The Participant shall pay such amounts pursuant to paragraphs (b) and (d) of this Section 4.

(h) The obligation of the Participant to make the payments under this Section 4 for Monthly Power Costs, Monthly Transmission Costs, Project Energy Related Costs, and Transmission Utilization Adjustment Costs shall constitute an obligation of the Participant payable as an operating expense of the Participant's electric system solely from the revenues and other available funds of the electric system, and such payments shall be made for any Month during any part of which Belle River was in service. Payments required to be made by the Participant under this Power Sales Contract are conditioned on power and energy being made available to the Participant. Accordingly, the Participant shall not be required to make any payment with respect to any Month during which Belle River is wholly out of service for the entire Month. For any Month during any portion of which Belle River is in service, the obligations of the Participant to make such payments shall not be subject to any reduction, whether by offset, counterclaim, or otherwise, and shall not,

except as provided in this paragraph (h), be conditioned upon the performance by MPPA under this or any other agreement or instrument.

(i) The amount, if any, transferred pursuant to the Bond Resolution from the General Reserve Fund to the Revenue Fund during any Month shall be credited against Monthly Power Costs and Monthly Transmission Costs for such Month in the proportion that Debt Service for such Month on Bonds allocated to Belle River and on Bonds allocated to Belle River Transmission, respectively, bears to the aggregate of Debt Service on all Bonds for such Month.

(j) MPPA shall use its best efforts to collect or cause to be collected and shall apply to the retirement of Bonds allocated to Belle River or to Belle River Transmission, as appropriate, by purchase or redemption, to the extent not credited or to be credited against the Cost of Acquisition and Construction or required to be otherwise applied under the Bond Resolution, all receipts, revenues and other moneys received by it or credited to it from insurance proceeds, condemnation awards damages in connection with the construction of Belle River and Belle River Transmission collected from contractors, subcontractors or others and proceeds from the sale or other disposition of surplus property, all related to the Belle River Project. MPPA shall apply interest earned on investments held under the Bond Resolution to the extent not credited against the Cost of Acquisition and Construction in accordance with the Bond Resolution.

SECTION 5. Scheduling of Deliveries.

The Participant shall be entitled to the production of electric capacity and energy to which the Participant is entitled under this Power Sales Contract. Subject to the applicable provisions of the Belle River Participation Agreement, MPPA shall use its best efforts to schedule or cause to be scheduled such production.

SECTION 6. Point of Delivery.

Capacity and energy scheduled by the Participant pursuant to Section 5 of this Power Sales Contract will be delivered at the Participant's Point of Delivery. The Participant

shall be responsible for delivery of capacity and energy from the Point of Delivery to the Participant's system.

SECTION 7. Availability of Entitlement Shares.

Except as provided otherwise by this Power Sales Contract, and subject to the provisions of the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement, respectively, the Participant's Power Entitlement Share and Transmission Entitlement Share shall be made available in accordance with this Power Sales Contract during the term of this Power Sales Contract; provided, however, that non-delivery of electric power and energy for any reason for any part, but not all, of a Month shall not relieve the Participant from its obligations to make its payments under Section 4 hereof.

SECTION 8. Insurance.

Subject to the provisions of the Belle River Participation Agreement, the Edison Transmission Agreement, the Consumers Transmission Agreement and the Bond Resolution, MPPA shall maintain, or cause to be maintained, in force, as part of the Cost Of Acquisition And Construction, Monthly Power Costs or Monthly Transmission Costs, as appropriate, insurance with responsible insurers with policies payable to the parties as their interests shall appear, against risk or direct physical loss, damage or destruction of the Belle River Project, at least to the extent that similar insurance is usually carried by utilities constructing and operating electric generation and transmission facilities of the nature of the generation and transmission facilities of the Belle River Project, including liability insurance and employers' liability, all to the extent available at reasonable cost but in no case less than will satisfy all applicable regulatory requirements.

SECTION 9. Accounting.

MPPA agrees to keep accurate records and accounts relating to the Belle River Project and relating to Monthly Power Costs, Monthly Transmission Costs, Project Energy Related Costs, and Transmission Utilization Adjustment Costs in accordance with the

Bond Resolution and 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 public finance and 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 Contract Year.

The Participant agrees to keep accurate records and accounts relating to the conduct of its business and the accounts shall be audited annually by a firm of certified public accountants, experienced in electric utility accounting, 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 not later than 180 days after the termination of its fiscal year.

SECTION 10. Information to be Made Available.

(a) Subject to the provisions of the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement:

(1) all books of account, records, documentation and contracts in the possession of MPPA relating to the construction, operation and conversion of the Belle River Project's fuel source from coal to natural gas shall be available for examination by the Participant;

(2) copies of all agreements and data in the possession of MPPA relating to the financing of the Belle River Project shall be available for examination by the Participant;

(3) copies of all operating and financial records and reports relating to the Belle River Project in the possession of MPPA shall be available for examination by the Participant; and

(4) copies of policies of insurance carried pursuant to Section 8 hereof shall be available for examination by the Participant.

(b) The Participant shall, upon request, furnish to MPPA all such information, certificates, engineering reports, feasibility reports, financial statements, opinions of counsel (including the opinion required by subsection (c) hereof) and other documents as shall be reasonably necessary in connection with the financing of the Belle River Project and the cost of producing or obtaining the same shall be a part of the Cost Of Acquisition And Construction.

(c) If required by MPPA in connection with a bond financing, the Participant shall, concurrently with the execution and delivery of this Power Sales Contract, cause an opinion or opinions in form and substance satisfactory to MPPA to be delivered by one or more attorneys or firms of attorneys satisfactory to MPPA with respect to the authorization, execution and validity of this Power Sales Contract as it relates to the Participant, and, if the Participant shall have bonds outstanding secured by revenues of its electric system, the legality under the terms and conditions of the ordinance, resolution, indenture or other contractual arrangement with the holders of such bonds of the performance by the Participant of its covenants and agreements under this Power Sales Contract.

SECTION 11. Additional Bonds and Refunding Bonds.

(a) Additional Bonds may be sold and issued by MPPA in accordance with the provisions of the Bond Resolution at any time and from time to time in the event, for any reason, the proceeds derived from the sale of Bonds prior to such time shall be insufficient for the purpose of paying the Cost Of Acquisition And Construction of the Belle River Project.

(b) Additional Bonds may be sold and issued by MPPA in accordance with the provisions of the Bond Resolution at any time and from time to time in the event funds are required to pay the cost of (i) any renewals, replacements, repairs, additions, betterments, modifications, or improvements to the Belle River Project necessary to keep the Belle River Project in good operating condition or to prevent a loss of revenues therefrom; (ii) converting the fuel source from coal to natural gas; (iii) additions, improvements, repairs and modifications to the Belle River Project and any retirement or disposal of the Project

required by any governmental agency having jurisdiction over the Belle River Project or for which MPPA shall be responsible under the Belle River Participation Agreement, the Edison Transmission Agreement or the Consumers Transmission Agreement; (iv) additional fuel inventory or any right thereto for the Belle River Project to the extent that additional funds are not available to pay the costs thereof; (v) transmission facilities required to be purchased by MPPA pursuant to the Edison Transmission Agreement or the Consumers Transmission Agreement subsequent to the initial purchase of facilities thereunder; (vi) capital costs incurred pursuant to actions taken under the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement, whether required or optional; and (vii) any amounts relating to the Belle River Project which MPPA is required to pay to any third party or parties by reason of any judgment or order of any court, commission, bureau, board or regulatory authority of competent jurisdiction to the extent that sufficient funds are not available therefor in any Fund or Account under the Bond Resolution.

(c) Any such additional Bonds shall be secured by the pledge made pursuant to the provisions of Section 15 of this Power Sales Contract of the payments required to be made by the Participant under Section 4 of this Power Sales Contract, and all other payments attributable to the Belle River Project and the Belle River Participation Agreement to be made in accordance with or pursuant to any other provision of this Power Sales Contract, as such payments may be increased and extended by reason of the issuance of such additional Bonds, and such additional Bonds may be issued in amounts sufficient to pay the full amount of such costs and to provide such reserves as may be reasonably determined by MPPA to be desirable. Any such additional Bonds issued in accordance with the provisions of this Section 11 and secured by the pledge of payments to be made in accordance with the provisions of this Section 11 may rank *pari passu* as to the security afforded by the provisions of this Power Sales Contract with all Bonds theretofore issued pursuant to and secured in accordance with the provisions of this Power Sales Contract.

(d) In the event Monthly Power Costs or Monthly Transmission Costs may be reduced by the refunding of any Bonds then outstanding or in the event it shall otherwise be

advantageous, in the opinion of MPPA, to refund any Bonds MPPA may issue and sell refunding Bonds in accordance with the Bond Resolution to be secured by the pledge made pursuant to the provisions of Section 15 of this Power Sales Contract of the payments required to be made by the Participant under Section 4 of this Power Sales Contract and all other payments attributable to the Belle River Project and the Belle River Participation Agreement to be made in accordance with or pursuant to any other provision of this Power Sales Contract. Any such refunding Bonds issued in accordance with the provisions of this Section 11 and secured by the pledge of such payments may rank pari passu as to the security afforded by the provisions of this Power Sales Contract with all Bonds theretofore issued pursuant to and secured in accordance with the provisions of this Power Sales Contract.

SECTION 12. Disposition or Termination of the Belle River Project.

Except as provided in this Section 12, MPPA shall not sell or otherwise dispose of any interest in the Belle River Project without the consent of the Participant. Subject to the provisions of the Bond Resolution, Section 12 shall not prohibit a merger or consolidation or sale of all or substantially all the property of MPPA. Subject to the provisions of the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement, if the Belle River Project shall be terminated, MPPA shall use its best efforts to cause the Belle River Project to be economically salvaged, discontinued, disposed of or sold in whole or in part. MPPA shall make monthly accounting statements to the Participant of all costs associated therewith. Such monthly accounting statements shall continue until the Belle River Project has been salvaged, discontinued or finally disposed of hereunder, at which time a final accounting statement with respect thereto shall be made by MPPA at the earliest reasonable time. The costs of salvage, discontinuance or disposition shall include, but shall not be limited to, all accrued costs and liabilities resulting from the construction, operation (including cost of fuel), maintenance of and renewals and replacements to the Belle River Project. Such final accounting statement shall credit the Participant, and deduct from any amount otherwise chargeable to it, the fair market value of any assets related to the Belle River Project then

retained by MPPA. If any such final accounting statement shows that the costs referred to above exceed such credits after application by MPPA of all available funds held under the Bond Resolution for such purpose, the Participant shall pay MPPA the amount shown to be due to such final accounting statement. If any such final accounting statement shows that the costs referred to above are less than such credits after application by MPPA of all other available funds held under the Bond Resolution for such purpose, MPPA shall, subject to provisions of the Bond Resolution, pay the Participant, as an adjustment for overpayments of Monthly Power Costs, an amount equal to the amount of the excess credit.

SECTION 13. Participant Covenants.

The Participant agrees to maintain its electric system in good operating order, to cooperate with MPPA in the performance of the respective obligations of such Participant and MPPA under this Power Sales Contract and to fix, charge and collect rents, rates, 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 Power Sales Contract and to pay other amounts payable from or constituting a charge and lien upon such revenues, including amounts sufficient to pay the principal of and interest on all revenue bonds related to the Participant's electric system and, to the extent being paid from revenues of such electric system, all general obligation bonds of the Participant now outstanding or hereafter issued for purposes related to its electric system.

SECTION 14. Operation and Maintenance.

Subject to the provisions of the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement, MPPA covenants and agrees that it will use its best efforts to operate, maintain and manage the Belle River Project or cause the same to be operated, maintained and managed in an efficient and economical manner.

SECTION 15. Pledge of Payments.

All payments required to be made by the Participant pursuant to the provisions of Section 4, and all other payments attributable to the Belle River Project or the Belle River Participation Agreement to be made in accordance with or pursuant to any other provision of this Power Sales Contract, shall be pledged to secure the payment of Bonds.

SECTION 16. Event of Default.

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

SECTION 17. Continuing Obligation, Right to Discontinue Service.

In the event of any default referred to in Section 16, 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 Power Sales Contract against the Participant, and MPPA may, upon sixty days written notice to the Participant, cease and discontinue providing all or any portion of the Participant's Power Entitlement Share, and Transmission Entitlement Share.

SECTION 18. Transfer of Entitlement Shares Following Default.

In the event of a default by any Participant and discontinuance of service pursuant to Section 17 of such Participant's Power Sales Contract, (a) MPPA shall first offer to transfer to all other Participants which are not in default a pro rata portion of the defaulting Participant's Power Entitlement Share and Transmission Entitlement Share which shall have been discontinued by reason of such default; any part of such Power Entitlement Share and Transmission Entitlement Share of a defaulting Participant which shall be declined by any non-defaulting Participant shall be

reoffered pro rata to the non-defaulting Participants which have accepted in full the first such offer, and such reoffering shall be repeated until such defaulting Participant's Power Entitlement Share and Transmission Entitlement Share have been reallocated in full or until all non-defaulting Participants have declined to take any additional portion of such defaulting Participant's Power Entitlement Share and Transmission Entitlement Share; (b) in the event less than all of a defaulting Participant's Power Entitlement Share and Transmission Entitlement Share shall be accepted by the other Participants which are not in default pursuant to clause (a), MPPA shall use its reasonable best efforts to sell the remaining portion of a defaulting Participant's Power Entitlement Share and Transmission Entitlement Share for the remaining term of such defaulting Participant's Power Sales Contract with MPPA; the agreement for such sale shall contain such terms and conditions as will not adversely affect the security for the Bonds afforded by the Power Sales Contract 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 Power Entitlement Share or Transmission Entitlement Share sold pursuant to such contract shall be offered and transferred as provided for defaulting Participants in this Section 18; (c) in the event less than all of a defaulting Participant's Power Entitlement Share and Transmission Entitlement Share shall be accepted by the Participants which are not in default pursuant to clause (a) or sold pursuant to clause (b) of this Section, MPPA shall transfer, on a pro rata basis, (based on original Power Entitlement Share and Transmission Entitlement Share) to all other Participants which are not in default, the remaining portion of such defaulting Participant's Power Entitlement Share and Transmission Entitlement Share; (d) any portion of the Power Entitlement Share and Transmission Entitlement Share of a defaulting Participant transferred pursuant to this Section to a non-defaulting Participant shall become a part of and shall be added

to the Power Entitlement Share and Transmission Entitlement Share of each transferee Participant, and the transferee Participant shall be obligated to pay for its Power Entitlement Share and Transmission Entitlement Share increased as aforesaid, as if the Power Entitlement Share and Transmission Entitlement Share of the transferee Participant, increased as aforesaid, had been stated originally as the Power Entitlement Share and Transmission Entitlement Share of the transferee Participant in its Power Sales Contract with MPPA; provided, however, that in no event shall any transfer of any part of a defaulting Participant's Power Entitlement Share and Transmission Entitlement Share pursuant to clause (c) of this Section result in a transferee Participant having a Power Entitlement Share or Transmission Entitlement Share (including transfers to such transferee Participant pursuant to clause (a) of this Section) in excess of 125% of its original Power Entitlement Share or Transmission Entitlement Share; (e) to the extent that Bonds are outstanding, the Debt Service Step-Up Obligation shall be equal to the Power Entitlement Share multiplied by the outstanding principal amount of the Bonds multiplied by 25% plus the Debt Service Entitlement Share multiplied by the outstanding principal amount of the Bonds; and (f) in the event less than all of a defaulting Participant's Power Entitlement Share and Transmission Entitlement Share shall be sold or transferred to non-defaulting Participants pursuant to this Section 18, MPPA shall use its reasonable best efforts to sell the remaining portion of a defaulting Participant's Power Entitlement Share and Transmission Entitlement Share or the energy associated therewith on such terms and conditions as are acceptable to MPPA. The defaulting Participant shall remain liable, except that the obligation of the defaulting Participant to pay MPPA shall be reduced to the extent that payments shall be received by MPPA for that portion of the defaulting Participant's Power Entitlement Share and Transmission Entitlement Share which may be transferred or sold as provided in this Section 18.

SECTION 19. 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 Power Sales Contract or in the event of any default by the Participant under any other covenant, agreement or obligation of this Power Sales Contract, 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 Power Sales Contract against the Participant.

SECTION 20. Default by MPPA.

In the event of any default by MPPA under any covenant, agreement or obligation of this Power Sales Contract, the Participant's remedy for such default shall be limited to mandamus, injunction, action for specific performance or any other available equitable remedy as may be necessary or appropriate.

SECTION 21. Abandonment of Remedy.

In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings 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 22. 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 Power Sales Contract, shall not be a waiver with respect to any subsequent default, right or matter.

SECTION 23. Excess Funds.

Subject to the provisions of the Bond Resolution, in the event the proceeds derived from the sale of Bonds exceeds in the aggregate the amount of funds required for the purposes specified in this Power Sales Contract for the application thereof, the amount of such excess shall be used to retire, by purchase or redemption, Bonds in the manner permitted under the Bond Resolution.

SECTION 24. Relationship to and Compliance with Other Instruments.

(a) It is recognized by the parties hereto that MPPA, in undertaking, or causing to be undertaken, the planning, financing, construction, acquisition, operation and maintenance, and coal to natural gas fuel conversion of the Belle River Project, must comply with the requirements of the Bond Resolution, the Belle River Participation Agreement, the Edison Transmission Agreement, the Consumers Transmission Agreement and all licenses, permits and regulatory approvals necessary therefor, and it is therefore agreed that this Power Sales Contract is made subject to the terms and provisions of the Bond Resolution, the Belle River Participation Agreement, the Edison Transmission Agreement, the Consumers Transmission Agreement and all such licenses, permits and regulatory approvals.

(b) MPPA covenants and agrees to use its best efforts for the benefit of the Participant to comply in all material respects with all terms, conditions and covenants of the Bond Resolution, the Belle River Participation Agreement, the Edison Transmission Agreement, the Consumers Transmission Agreement and all licenses, permits and regulatory approvals relating thereto.

SECTION 25. Measurement of Energy.

MPPA will or will cause DTE Electric Company to install, maintain and operate the metering equipment, including area interchange metering and telemetering equipment, required to measure the quantities of energy produced and delivered from Belle River. MPPA shall have the option of metering at a location other than Belle River, in which event the measurements shall be appropriately adjusted for losses. At least once in each Contract Year MPPA will make or cause to be made such tests and inspections of the

meters as may be necessary to maintain them at the highest practical commercial standard of accuracy.

SECTION 26. Liability of Parties.

MPPA and the Participant shall assume full responsibility and liability for the maintenance and operation of their respective properties and each shall, to the extent permitted by law, indemnify and save harmless the other from all liability and expense on account of any and all damages, claims, or actions, including injury to or death of persons arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party and not caused in whole or in part by the negligence of the other party; provided, that any liability which is incurred by MPPA through the operation and maintenance of the Belle River Project or pursuant to the Belle River Participation Agreement, the Edison Transmission Agreement or the Consumers Transmission Agreement and not covered, or not covered sufficiently, by insurance shall be paid solely from the revenues of MPPA, and any payments made by MPPA to satisfy such liability shall become part of Monthly Power Costs or Monthly Transmission Costs, as the case may be.

SECTION 27. Assignment of Power Sales Contract, Sale of Participant's System.

(a) This Power Sales Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Power Sales Contract; provided, however, that, except as provided in the event of a default and except for the assignment by MPPA authorized hereby, neither this Power Sales Contract nor any interest herein shall be transferred or assigned by either party hereto except with the consent in writing of the other party hereto, which consent shall not be unreasonably withheld. No assignment or transfer of this Power Sales Contract shall relieve the parties of any obligation hereunder.

(b) The Participant acknowledges and agrees that MPPA may assign and pledge to the trustee designated in the Bond Resolution all its right, title, and interest in and to all payments to be made to MPPA under the provisions of this Power Sales Contract as

security for the payment of the principal (including sinking fund installments) of, premium, if any, and interest on Bonds and may deliver possession of this Power Sales Contract to such trustee in connection therewith, and, upon such assignment, pledge and delivery, MPPA may grant to such trustee any rights and remedies herein provided to MPPA, and thereupon any reference herein to MPPA shall be deemed, with the necessary changes in detail, to include such trustee which shall be a third party beneficiary of the covenants and agreements of the Participant herein contained.

(c) The Participant agrees that it will not sell, lease or otherwise dispose of all or substantially all of its electric utility system except upon ninety (90) days prior written notice to MPPA and, in any event, will not sell, lease or otherwise dispose of the same unless the following conditions are met: (i) the Participant shall assign this Power Sales Contract and its rights and interest hereunder to the purchaser or lessee of said electric system, and such purchaser or lessee shall assume all obligations of the Participant under this Power Sales Contract; and (ii) MPPA shall by appropriate action determine that such sale, lease or other disposition will not adversely affect the value of this Power Sales Contract as security for the payment of Bonds and interest thereon or affect the eligibility of interest on Bonds for federal tax-exempt status.

SECTION 28. Termination or Amendment of Contract.

(a) This Power Sales Contract shall not be terminated by either party under any circumstances, whether based upon the default of the other party under this Power Sales Contract or any other instrument or otherwise except as specifically provided in this Power Sales Contract.

(b) This Power Sales Contract shall not be amended, modified, or otherwise altered in any manner that will adversely affect the security for the Bonds afforded by the provisions of this Power Sales Contract covering the purchase and sale of power hereunder upon which the owners from time to time of the Bonds shall have relied as an inducement to purchase and hold the Bonds. So long as any of the Bonds are outstanding or until adequate provisions for the payment thereof have been made in accordance with the

provisions of the Bond Resolution, this Power Sales Contract shall not be amended, modified, or otherwise altered in any manner which will reduce the payments pledged as security for the Bonds or extend the time of such payments provided herein or which will in any manner impair or adversely affect the rights of the owners from time to time of the Bonds.

(c) No Power Sales Contract entered into between MPPA and another Participant may be amended so as to provide terms and conditions different from those herein contained except upon written notice to and written consent or waiver by each of the other Participants, and upon similar amendment being made to the Power Sales Contract of any other Participants requesting such amendment after receipt by such Participant of notice of such amendment.

SECTION 29. Notice and Computation of Time.

Any notice or demand by the Participant to MPPA under this Power Sales Contract shall be deemed properly given if mailed postage prepaid and addressed to MPPA at its principal office; any notice or demand by MPPA to the Participant under this Power Sales Contract shall be deemed properly given if mailed postage prepaid and addressed to [THE ADDRESS OF EACH PARTICIPANT, AS SET FORTH IN ANNEX 1 HERETO]; in computing any period of time from such notice, such period shall commence at noon on the date mailed. The designations of the name and address to which any such notice or demand is directed may be changed at any time and from time to time by either party giving notice as above provided.

SECTION 30. Applicable Law; Construction.

This Power Sales Contract 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 31. Severability.

If any section, paragraph, clause or provision of this Power Sales Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Power Sales Contract 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 Power Sales Contract 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 _____

CEO & General Manager

(SEAL)

Attest:

[EXECUTED SEPARATELY BY EACH PARTICIPANT AS SET FORTH IN ANNEX 1 HERETO]

By _____

Its: _____

(SEAL)

Attest:

Between
MICHIGAN PUBLIC POWER AGENCY
AND

DATED AS OF DECEMBER 1, 1982
SCHEDULE OF PARTICIPANTS
CAPACITY PARAMETERS

EXPRESSED AS A PERCENTAGE OF
MPPA'S BELLE RIVER PROJECT CAPABILITY

<u>NAME OF PARTICIPANT</u>	<u>POWER ENTITLEMENT SHARE</u>
BAY CITY	3.71
CHARLEVOIX	1.65
CHELSEA	1.34
HART	0.25
HOLLAND	15.66
LANSING	64.29
LOWELL	1.24
PETOSKEY	1.85
PORTLAND	0.54
TRAVERSE CITY	4.53
ZEELAND	4.94

SCHEDULE OF PARTICIPANTS (CONTINUED)

TRANSMISSION PARAMETERS

<u>NAME OF PARTICIPANT</u>	EDISON TRANSMISSION ENTITLEMENT SHARE (EXPRESSED AS <u>KILOWATT</u>)	CONSUMERS TRANSMISSION ENTITLEMENT SHARE (EXPRESSED AS <u>KILOWATT</u>)	EDISON TRANSMISSION COST FACTOR (EXPRESSED AS A PERCENTAGE OF EDISON MONTHLY TRANSMISSION <u>COSTS</u>)	CONSUMERS TRANSMISSION COST FACTOR (EXPRESSED AS A PERCENTAGE OF CONSUMERS MONTHLY TRANSMISSION <u>COSTS</u>)
BAY CITY	9000	8910	3.71	5.05
CHARLEVOIX	4000	3960	1.65	2.89
CHELSEA	3250	3217.5	1.34	2.35
HART	600	594	0.25	0.23
HOLLAND	38000	37620	19.66	14.86
LANSING	156000	154440	64.29	61.00
LOWELL	3000	2970	1.24	1.17
PETOSKEY	4500	4455	1.85	2.52
PORTLAND	1300	1287	0.54	0.94
TRAVERSE CITY	11000	10890	4.53	4.3
ZEELAND	12000	11880	4.94	4.69

Capital Requirement Schedule

SAMPLE SCHEDULE

Exhibit "X"

Capital Requirement \$ 30,000,000

Member	Power Entitlement Share	Funding Obligation	Cash Election	Bond Election	Debt Service Entitlement Share	Debt Service Step-Up Obligation
Bay City	3.71%	\$ 1,113,000	\$ -	\$ 1,113,000	4.87%	\$ 1,338,071
Charlevoix	1.65%	\$ 495,000	\$ -	\$ 495,000	2.17%	\$ 595,099
Chelsea	1.34%	\$ 402,000	\$ -	\$ 402,000	1.76%	\$ 483,292
Hart	0.25%	\$ 75,000	\$ -	\$ 75,000	0.33%	\$ 90,166
Holland	15.66%	\$ 4,698,000	\$ 3,000,000	\$ 1,698,000	7.43%	\$ 2,618,029
Lansing	64.29%	\$ 19,287,000	\$ 2,000,000	\$ 17,287,000	75.69%	\$ 21,167,214
Lowell	1.24%	\$ 372,000	\$ -	\$ 372,000	1.63%	\$ 447,226
Petoskey	1.85%	\$ 555,000	\$ -	\$ 555,000	2.43%	\$ 667,232
Portland	0.54%	\$ 162,000	\$ 162,000	\$ -	0.00%	\$ 31,140
Traverse City	4.53%	\$ 1,359,000	\$ 800,000	\$ 559,000	2.45%	\$ 825,817
Zeeland	4.94%	\$ 1,482,000	\$ 1,200,000	\$ 282,000	1.23%	\$ 569,690
	<u>100.00%</u>	<u>\$ 30,000,000</u>	<u>\$ 7,162,000</u>		<u>100.0%</u>	<u>\$ 28,832,975</u>

Bond Size	\$ 22,838,000	
Issuance Costs	\$ 228,380	
Outstanding Principal Amount	\$ 23,066,380	125% * Outstanding Principal Amount
		\$ 28,832,975

The Debt Service Step-Up Obligation is equal to the Power Entitlement Share multiplied by the outstanding principal amount of the Bonds multiplied by 25% plus the Debt Service Entitlement Share multiplied by the outstanding principal amount of the Bonds.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-76

**A RESOLUTION APPROVING PAY REQUEST NO. 3 TO THE
STATE OF MICHIGAN FOR WORK DONE ON THE
KENT STREET IMPROVEMENT PROJECT**

WHEREAS, the City was awarded a grant by Michigan Department of Transportation to construct certain street improvements to Kent Street Reconstruction Project and is grant administrator; and

WHEREAS, Fleis & Vanderbrink has submitted Pay Request No. 3 requesting a progress payment for work completed through July 23, 2024, a copy of Pay Request No. 3 is attached as Exhibit A; and

WHEREAS, the City Engineer on this Project has reviewed Pay Request No. 3 and is recommending that the City Council approve payment in the amount of \$95,698.74.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Engineer's recommendation to approve Pay Request No. 3 and authorizes payment in the amount of \$95,698.74 to the State of Michigan for work completed through July 23, 2024.
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: September 3, 2024

Monique I. Miller, City Clerk



August 21, 2024

Via Email: citytreasurer@portland-michigan.org

Mindy Tolan, Treasurer
 City of Portland
 259 Kent Street
 Portland, MI 48875

RE: Kent Street Improvements – Review of MDOT Invoice Dated 8/4/24

Dear Mindy,

We have reviewed MDOT's invoice dated August 4, 2024 for the Kent Street Improvements project. The invoicing covers Pay Estimates 5, 6 and 7 made to CL Trucking. MDOT set up their invoicing to apply their funding for 81.85% of eligible costs until the grant amounts have been reached. The breakdown is as follows:

Activity	Total Cost	MDOT Grant Applied	City Share
Road/General	\$215,758.12	\$176,598.03	\$39,160.09
Water	\$14,510.00	N/A	\$14,510.00
Sewer	\$2,250.00	N/A	\$2,250.00
Advertising (Road)	\$0.00	\$0.00	\$0.00
Streetscape	\$208,146.85	\$170,368.20	\$39,778.65
Advertising (Streetscape)	\$0.00	\$0.00	\$0.00
Total	\$440,664.97	\$346,966.23	\$95,698.74

Based on our review of the invoicing, we recommend payment in the amount of \$95,698.74, as indicated. Please feel free to contact us with any questions.

Sincerely,

FLEIS & VANDENBRINK

Jonathan W. Moxey, P.E.
 Project Manager

Cc: Doug Terry, Interim City Manager (dterry@portland-michigan.org)

2960 Lucerne Drive SE
 Grand Rapids, MI 49546
 P: 616.977.1000
 F: 616.977.1005
www.fveng.com

STATEMENT	Customer Name CITY OF PORTLAND	PAGE 1
Remit to: State of Michigan Attn: Finance Cashier P.O. Box 30648 Lansing MI 48909	Customer Account Number MDOT00282	Statement Closing Date 08-04-24
	AR Dept/BPRO 591:ACT51	Due Date 09-03-24
		Amount Enclosed

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 MDOT00282	Statement Closing Date 08-04-24
Customer Name CITY OF PORTLAND	IF YOU HAVE ANY QUESTIONS, PLEASE CALL

Current Period Charges

Description	Date	Transaction ID	Charges
Payment - Thank you	07-08-24	CACR591240000009107	\$27,243.40
Payment - Thank you	07-08-24	CACR591240000009107	\$473,253.00
Payment - Thank you	07-08-24	CACR591240000009107	\$6.00
Payment - Thank you	07-08-24	CACR591240000009107	\$5,506.83
Payment - Thank you	07-08-24	CACR591240000009107	\$6.00
-	07-31-24	CARE1591REIM24001538	\$39,160.09
-	07-31-24	CARE1591REIM24001538	\$16,760.00
-	07-31-24	CARE1591REIM24001538	\$37,778.65
-	07-31-24	CARE1591REIM24001538	\$2,000.00

Important Customer Information

MDOT
 Michigan Department of Transportation
 Statement Date: 08/06/2024

MDOT00282 - CITY OF PORTLAND

Program: 209474CON

Federal Project: 23A0992

Description: Kent St Reconstruct Kent Street from Academy Street to Grand River Avenue in conjunction with streetscape improvements and non-participating water main, sanitary sewer, and city electrical system improvements.

Phase: 01 Construction Contract

Funding Profile	Fed Pro Rata	Jrnl Description			
A00183	81.85	2023-5474 CITY OF PORTLAND			
			Current Budget	Cash Expenditures	Collected
Federal			415,438.30	402,611.20	
Local			222,095.70	89,277.86	27,243.40
					Balance Due
					39,160.09

Funding Profile	Fed Pro Rata	Jrnl Description			
A00184		2023-5474 CITY OF PORTLAND			
			Current Budget	Cash Expenditures	Collected
Local			827,185.00	774,123.00	473,253.00
					Balance Due
					16,760.00

Phase: 03 Advertising

Funding Profile	Fed Pro Rata	Jrnl Description			
A00183	81.85				
			Current Budget	Cash Expenditures	Collected
Federal			163.70	27.06	
Local			36.30	6.00	6.00
					Balance Due
					0.00

Program: 217936CON

Federal Project: 23A1026

Description: Kent St Pedestrian Safety Improvements including widening of existing sidewalks expansion of curb bump-outs, tree and streetlight relocation or removal, addition of planter areas, signage and bike racks, and replacement of settled brick pavers.

Phase: 01 Construction Contract

Funding Profile	Fed Pro Rata	Jrnl Description			
A00165	81.85	2023-5475 CITY OF PORTLAND			
			Current Budget	Cash Expenditures	Collected
Federal			322,718.15	219,821.83	
Local			342,229.85	48,744.84	5,506.83
					Balance Due
					37,778.65

Funding Profile	Fed Pro Rata	Jrnl Description			
A00166					
			Current Budget	Cash Expenditures	Collected
Local			2,000.00	2,000.00	0.00
					Balance Due
					2,000.00

MDOT
 Michigan Department of Transportation
 Statement Date: 08/06/2024

Phase: 03 Advertising

Funding Profile	Fed Pro Rata	Jrnl Description	Current Budget	Cash Expenditures	Collected	Balance Due
A00165	81.85					
Federal			81.85	27.06		
Local			18.15	6.00	6.00	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: 08/06/2024

- 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
209474CON -	55,920.09
217936CON -	39,778.65

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-77

**A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT TO
CITY BOARDS AND COMMISSIONS**

WHEREAS, City Council has established guidelines for appointments to City Boards and Commissions pursuant to Council Policy 96-1; and

WHEREAS, the Mayor has reviewed the applications for the various City Boards and Commissions and, in accordance with Council Policy 96-1, requests that the Council confirm the following appointments:

Board of Review

-Rachelle Breeden to a term expiring Dec. 31, 2027

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council confirms the Mayor's appointment as set forth above.
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: September 3, 2024

Monique I. Miller, City Clerk



City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, August 19, 2024

In the City Council Chambers at City Hall

259 Kent St., Portland, MI 48875

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Johnston, and Sheehan; Interim City Manager Terry; City Clerk Miller; Finance Director Tolan; DDA Director ConnerWellman; Police Chief Thomas; Ambulance Director Sowles and Staff

Guests: Andrew Dymczyk, Candidate for City Manager; Megan Crosson; Jon Moxey of Fleis & VandenBrink; Eric Gibbs; Jerry Tolan; Kathy Parsons; Mike Judd; Tim and Madalie Fuller; Rachel Gross; Erica Patrick; DJ; Erin Gorman; Eric Johnston; Gerry Meyers; Amy Guilford; Kyle Butler; Bethany French; Mindy and Justine Nowak; Steven Smith; Brenda Snow; Kirk and Carisa Beard; Kyle Butler; Mary Kay Steffes-Schmitz; Dan Hengesbach; City Employee Tammy Meyers

The meeting was called to order at 7:00 P.M. by Mayor Barnes with the Pledge of Allegiance led by Andrew Dymczyk and Megan Crosson.

Mr. Dymczyk introduced himself and stated he is humbled and honored to be offered the position of City Manager for the City of Portland. He is excited and ready to get started.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve the agenda as presented.

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Sheehan, Barnes

Nays: None

Adopted

Under Public Comment, Ambulance Director Sowles thanked the City Council and community for the new state of the art ambulance that went into service today.

Bethany French, downtown business owner, presented a request to have the buildings along Kent Street and Bridge Street power washed when the road construction is complete.

Mr. Moxey of Fleis & VandenBrink confirmed power washing is on the list of items to be done as part of the project.

Tim Fuller provided public comment related to the handling of the personnel issue related to former City Manager Gorman.

DJ provided public comment and asked for transparency in the handling of the issue related to former City Manager Gorman.

Erica Patrick provided public comment related to the handling of the personnel issue related to former City Manager Gorman.

Tammy Meyers provided public comment related to the handling of the personnel issue related to former City Manager Gorman and the terrible atmosphere it has created at City Hall.

Jerry Tolan provided public comment related to the handling of the personnel issue related to former City Manager Gorman.

Under Interim City Manager Report, Interim City Manager Terry noted he had nothing at this time.

Under Presentations, Jon Moxey of Fleis & VandenBrink presented information on the bid letting for the proposed plaza project at 103 E. Grand River Ave. The bids came in significantly over budget. Fleis & VandenBrink is working with staff and the contractor to determine if additional funding is available or if the project should be restructured and rebid in the Spring.

There was discussion.

Under New Business, the Council considered Resolution 24-68 to approve an agreement with Andrew Dymczyk for service as City Manager.

Interim City Manager noted the starting blank was intentionally left blank at this time. The start date is to be determined but has been suggested to be Monday, September 16, 2024.

Motion by Johnston, supported by Sheehan, to approve Resolution 24-68 approving, authorizing, and directing the Mayor and City Clerk to sign an agreement between Andrew Dymczyk and the City of Portland for service as City Manager.

Yeas: Johnston, Sheehan, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 24-69 to approve legal services provided by Dickinson Wright PLLC in the amount of \$6,097.50 for various expenses related to personnel issues.

Motion by Johnston, supported by Fitzsimmons, to approve Resolution 24-69 to approve legal services provided by Dickinson Wright PLLC.

Yeas: Johnston, Fitzsimmons, Sheehan, Barnes

Nays: VanSlambrouck

Adopted

The Council considered Resolution 24-70 to approve Fleis & VandenBrink's invoice in the amount of \$40,768.39 for construction engineering services for the Kent Street Improvement Project.

Motion by Sheehan, supported by VanSlambrouck, to approve Resolution 24-70 approving Fleis & VandenBrink's invoice for construction engineering services for the Kent Street Improvement Project.

Yeas: Sheehan, VanSlambrouck, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 24-71 to approve a license agreement to hold a Haunted House at the Red Mill in October.

Motion by VanSlambrouck, supported by Sheehan, to approve Resolution 24-71 approving, authorizing, and directing the Mayor and City Clerk to sign a license agreement to permit holding a Haunted House at the Red Mill.

Yeas: VanSlambrouck, Sheehan, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 24-72 to appoint Mike Fox to the Board of Review.

Mayor Barnes noted Mr. Fox will serve as an alternate to the Board of Review.

Mayor Pro-Tem VanSlambrouck stated Mr. Fox is a very good man and recommended his appointment.

Motion by VanSlambrouck, supported by Johnston, to approve Resolution 24-72 confirming the Mayor's appointment to City Boards and Commission.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 24-73 to approve the TMF Water Service Material Verification Project and to award the project to Plummer's Environmental Services in the amount of \$198,502.00.

Motion by VanSlambrouck, supported by Sheehan, to approve Resolution 24-73 approving the TMF Water Service Material Verification Project and awarding the project to Plummer's Environmental Services.

Yeas: VanSlambrouck, Sheehan, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

Motion by Fitzsimmons, supported by Johnston, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting on August 5, 2024, payment of invoices in the amount of \$122,214.78, and payroll in the amount of \$172,936.56, for a total of \$295,151.34. There were no purchase orders over \$5,000.00.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

Under Interim City Manager Comments, Interim City Manager Terry addressed the public. He noted that serious allegations have been made by a City employee that have been taken very seriously. He stated the legal process takes time and the City has to follow the advice of the attorneys. Mr. Terry further stated a new attorney has been hired to handle the complaint. He hopes to leave Portland a better place after his time here and want this issue corrected.

Under Council Member Comments, Council Member Fitzsimmons stated the ongoing personnel issue has been the most difficult issue during his time on the City Council. He stated he has felt handcuffed throughout the process and that it is difficult to see people hurting. He stated there will be a just answer in the end. He further stated there were things he wanted to do but was advised not to. He further apologized there was not a faster resolution to the issue.

Mayor Pro-Tem VanSlambrouck noted there was restraint shown at the beginning of this issue to protect the individuals involved and that he didn't really understand the impact on staff it would have. There has been significant discussion and pressure about advice from the beginning to this time. He further stated

there is a perception that nothing is happening around this issue, which is not the case. Actions at this time cannot be made public due to attorney/client privilege.

Council Member Sheehan thanked Council Member Fitzsimmons and Mayor Pro-Tem VanSlambrouck for their comments. She noted her family is a part of the Scouts of America and lives by the Scout motto. She further stated she was not prepared for this situation. She further congratulated, as is her practice, the newest Eagle Scout Jack Sheehan.

Mayor Barnes noted all the comments by the Council Members are accurate. Mayor Barnes stated no one intended to do anything but what was right, this has been unchartered territory for the Council and staff. He further assured the public that no one would step faster or more intently than he to address sexual harassment or a hostile work environment as this is something he has had to deal with personally. He stated he is not trying to protect anyone or cover anything up. He further stated the decision made by the complainant at the outset was not wrong but was made on a perceived circumstance. He stated the route that was taken pulled the plug on internal abilities to address the situation. He further stated the previous changes made to the employee handbook were made based on the recommendations of staff. He stated the Council does not condone anything that happened.

Motion by Johnston, supported by Sheehan, to adjourn the regular meeting.

Yeas: Johnston, Sheehan, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

Meeting adjourned at 8:14 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the August 19, 2024, City Council Meeting
In the City Council Chambers at City Hall
259 Kent St., Portland, MI 48875

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, Johnston, and Sheehan; Interim City Manager Terry; City Clerk Miller; Finance Director Tolan; DDA Director ConnerWellman; Police Chief Thomas; Ambulance Director Sowles and Staff

Public Comment - Ambulance Director Sowles thanked the City Council and community for the new state of the art ambulance that went into service today.

Public Comment – Several members of the public commented on ongoing personnel issues.

Presentation - Jon Moxey of Fleis & VandenBrink presented information on the bed letting for the proposed plaza project at 103 E. Grand River Ave.

Approval of Resolution 24-68 approving, authorizing, and directing the Mayor and City Clerk to sign an agreement between Andrew Dymczyk and the City of Portland for service as City Manager.
All in favor. Adopted.

Approval of Resolution 24-69 to approve legal services provided by Dickinson Wright PLLC.
Three in favor. One opposed. Adopted.

Approval of Resolution 24-70 approving Fleis & VandenBrink's invoice for construction engineering services for the Kent Street Improvement Project.
All in favor. Adopted.

Approval of Resolution 24-71 approving, authorizing, and directing the Mayor and City Clerk to sign a license agreement to permit holding a Haunted House at the Red Mill.
All in favor. Adopted.

Approval of Resolution 24-72 confirming the Mayor's appointment to City Boards and Commission.
All in favor. Adopted.

Approval of Resolution 24-73 approving the TMF Water Service Material Verification Project and awarding the project to Plummer's Environmental Services.
All in favor. Adopted.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 8:14 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
STAR THOMAS	01654	PHONE BILL REIM - POLICE	40.00
DAN SOWLES	02724	CELL PHONE REIMB - AMB	40.00
INDEPENDENT BANK	00197	BOND PAYMENT - ELECTRIC	8,258.00
KARA DOUGHERTY	02767	ASSESSING SERVICES 2ND HALF OF AUG 2024 - ASSES	1,630.83
MIDWEST DIAL TONE LLC	02813	MONTHLY PHONE BILLING AUG 2024 - GEN	672.16
GRANGER	00175	REFUSE - REFUSE	16,379.09
VC3 INC.	02745	MICROSOFT MONTHLY AGREEMENT JULY 2024- GEN	371.50
FAMILY FARM & HOME	01972	TOOLS - WW	47.55
SPECTRUM PRINTERS, INC.	02648	AV SUPPLIES, VOTER ID, INSTRUCTIONS - ELECTION	922.30
PORTLAND PUBLIC SCHOOLS	00370	TOT SOCCER INSTRUCTOR - REC	971.25
STRYKER	02688	M & R FOR CARDIAC MONITORS - AMB	632.70
HAMMERSMITH EQUIPMENT COMPANY	00183	BLADE - MAJ STS	199.00
COOK BROS EXCAVATING	00101	CEMENT GRAVEL - CEM	360.00
BRIAN RUSSELL	00593	OFFICIAL - REC	270.00
BRYAN SCHEURER	00600	OFFICIAL - REC	225.00
JERRYD SCHEURER	02785	OFFICIAL - REC	36.00
TANNER BROWNELL	02800	OFFICIAL - REC	24.00
KAYLYNN WIZOREK	02895	OFFICIAL - REC	48.00
ISABEL HONSOWITZ	02896	OFFICIAL - REC	24.00
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	270.00
GANNETT MICHIGAN LOCALIQ	02738	COUNCIL MEETING SYNOPSIS - GEN	491.60
CINTAS	00083	RESTOCK MED CABINET - CITY HALL	7.15
APPLIED IMAGING	02493	PRINTER INVOICE - VARIOUS DEPTS	535.49
BRIAN RUSSELL	00593	OFFICIAL - REC	180.00
BRYAN SCHEURER	00600	OFFICIAL - REC	135.00
TANNER BROWNELL	02800	OFFICIAL - REC	36.00
KAYLYNN WIZOREK	02895	OFFICIAL - REC	48.00
B&W AUTO SUPPLY, INC.	00030	VAR PURCHASES - VAR DEPTS	592.03
AMERICAN RED CROSS	02820	D FOX CLS CDL - AMB	50.00
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	530.57
CAPITAL ASPHALT LLC	02578	ASPHALT - LOC STS	227.50

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CHROUCH COMMUNICATION, INC.	00082	EMS PAGER REPAIR - AMB	299.00
CINTAS	00083	RESTOCK MED CABINET - PARKS, CEM	7.15
COOK BROS EXCAVATING	00101	WTR SVC REPLACEMENT 443 PLEASANT - WATER	2,625.00
COOK BROS EXCAVATING	00101	WTR SVC REPLACEMENT 500 LG - WATER	3,670.00
CULLIGAN	02130	WATER X1 - WW	9.00
CULLIGAN	02130	WATER X4 - POLICE	23.00
DAN SOWLES	02724	SUPPLIES, MISC REIMB - AMB	138.76
DORNBOS SIGN, INC.	00067	SIGN - WATER	37.20
EAGLE ENTERPRISE OF MICHIGAN INC.	01986	KENT ST LIGHTS OUTLET WORK - ELECTRIC	750.00
FAMILY FARM & HOME	01972	SUPPLIES - WW	298.40
FAMILY FARM & HOME	01972	CORN - ELECTRIC	87.90
FAMILY FARM & HOME	01972	SUPPLIES -- LOC STS	19.99
FAMILY FARM & HOME	01972	SUPPLIES - WW	42.06
F&V CONSTRUCTION MANAGEMENT IN	00828	WWTP PAY APP #30 DRAW 25- WW APPRV RES 24-63, 8	74,609.00
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - CITY HALL	450.00
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - ELECTRIC	250.00
KENDALL ELECTRIC	00225	KENT ST LIGHTS - ELECTRIC	482.95
KENDALL ELECTRIC	00225	PARTS FOR KENT ST LIGHTS - ELECTRIC	1,088.06
KEUSCH TIRE & AUTO	00228	BATTERY/EXHAUST - ELECTRIC	709.39
KEUSCH TIRE & AUTO	00228	OIL CHANGE - POLICE	91.69
LITE'S PLUS INC	00243	DECORATIVE LIGHT BULBS - ELECTRIC	390.00
MICHIGAN ASSN OF CHIEFS OF POLICE	00266	ANNUAL MEMBERSHIP - POLICE	150.00
MI MUNICIPAL LIAB & PROP POOL	00288	POOL RENEWAL PREMIUM- VAR DEPTS	135,217.00
MANER COSTERISAN	02588	FINANCIAL STATEMENT AUDIT 6-30-24 - GEN	7,635.00
CONTROL LOGIC OF MICHIGAN	02638	1 YEAR LICENSE AGREEMENT - CITY HALL	3,182.00
MUNICIPAL SUPPLY CO.	00324	PARTS/SUPPLIES - WATER	151.24
PAMA	01370	40% CONT TO PAMA - COM PROMO	377.60
PIONEER	00947	FIELD PAINT - REC	399.00
POWER SYSTEM ENGINEERING	02761	AMI ENGINEERING - ELECTRIC	700.00
PREMIER SAFETY	02465	CALIBRATION TEST/INSPECT GAS METER - WATER	460.38
RESCO	00392	XFMR SAFETY LABELS - ELECTRIC	2,576.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
RESCO	00392	HARDWARE FOR DIST SYS MTR - ELECTRIC	211.00
RIVERSIDE FIRE & SECURITY, INC	00647	ANNUAL MONITORING FEE - CITY HALL	300.00
STAR THOMAS	01654	TRASH BAGS REIM - POLICE	15.89
STATE OF MICHIGAN	00428	KENT ST PAYMENT - MAJ STS, WTR, WW	95,698.74
STRYKER	02688	ANNUAL PAYMENT #4 FOR MED EQUIPMENT - AMB	19,893.58
UPS	02587	SHIPPING TO PREMIER - WW	13.14
VAN BRO'S IRRIGATION INC.	01762	LABOR - CITY HALL	113.00
VAN BRO'S IRRIGATION INC.	01762	IRRIGATION REPAIR - CITY HALL	3.00
VAN BRO'S IRRIGATION INC.	01762	FLEX PIPE FITTING - CITY HALL	2.50
VC3 INC.	02745	NEW SERVER CITY HALL - COM PROMO APP RES 7-1-24	12,261.00
VC3 INC.	02745	MONTHLY CONTRACT FOR AUG 20224- GEN	1,650.75
VISCO	00793	STEEL POLE LIGHTS KENT ST - ELECTRIC	72,200.00
VISION METERING, LLC	02816	METERS - ELECTRIC APPR CONS AGENDA 23-83	4,638.50
VISION METERING, LLC	02816	NEW METERS - ELECTRIC	525.00
MUNICIPAL SUPPLY CO.	00324	SUPPLIES - WATER	211.90
USA BLUEBOOK	01850	DPD HACH - WATER	188.39
OTIS ELEVATOR	00970	ELEVATOR MAINT SEPT -NOV 2024- CITY HALL	689.61
Total:			\$479,797.49

**BI-WEEKLY
WAGE REPORT
September 3, 2024**

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.	10,260.04	77,700.95	2,816.00	16,108.78	13,076.04	93,809.73
ASSESSOR	-		-	-		
CEMETERY	5,005.34	30,093.61	2,428.10	8,842.21	7,433.44	38,935.82
POLICE	21,173.11	112,627.18	7,446.40	37,582.02	28,619.51	150,209.20
CODE ENFORCEMENT	20.13	144.75	1.54	11.07	21.67	155.82
PARKS	4,061.36	25,655.32	801.18	3,632.41	4,862.54	29,287.73
INCOME TAX	958.49	18,973.70	312.86	3,096.14	1,271.35	22,069.84
MAJOR STREETS	3,997.23	23,050.34	2,060.08	9,016.72	6,057.31	32,067.06
LOCAL STREETS	4,388.33	20,424.94	2,377.45	8,846.11	6,765.78	29,271.05
RECREATION	1,818.40	8,416.78	524.13	2,161.36	2,342.53	10,578.14
AMBULANCE	26,446.77	121,867.86	4,976.42	21,825.07	31,423.19	143,692.93
DDA	2,677.37	13,923.51	509.61	2,439.45	3,186.98	16,362.96
ELECTRIC	24,119.66	129,710.96	10,835.29	43,311.87	34,954.95	173,022.83
WASTEWATER	9,780.73	48,777.54	2,876.57	12,441.53	12,657.30	61,219.07
WATER	6,658.67	33,741.08	3,022.90	12,596.47	9,681.57	46,337.55
MOTOR POOL	1,180.70	4,810.69	412.92	1,419.46	1,593.62	6,230.15
TOTALS:	122,546.33	669,919.21	41,401.45	183,330.67	163,947.78	853,249.88

BI-WEEKLY CASH BALANCE ANALYSIS
AS OF 08/28/2024
MEETING DATE 09/03/2024

Fund	Description	Beginning Balance 08/15/2024	Total Cash in	Total Cash out	Cash Balance 08/28/2024	Time Certificates	Ending Balance 08/28/2024
101	GENERAL FUND	1,718,902.20	228,863.64	(182,079.68)	1,765,686.16	218,908.00	1,984,594.16
105	INCOME TAX FUND	254,339.29	17,532.43	(28,207.35)	243,664.37	10,000.00	253,664.37
150	CEMETERY PERPETUAL CARE FUND	67,807.51	125.00	-	67,932.51		67,932.51
202	MAJOR STREETS FUND	411,233.66	9,876.97	(69,445.07)	351,665.56		351,665.56
203	LOCAL STREETS FUND	74,520.14	8,620.37	(18,662.01)	64,478.50		64,478.50
208	RECREATION FUND	35,296.82	3,043.42	(7,038.00)	31,302.24		31,302.24
210	AMBULANCE FUND	246,030.06	44,244.97	(76,947.16)	213,327.87		213,327.87
245	MSHDA LOFT FUND	-	-	-	-		-
248	DDA FUND	609,795.87	25,478.34	(26,575.51)	608,698.70		608,698.70
404	CAPITAL IMPROVEMENT-RED MILL PAVILION	3,362.25	-	-	3,362.25		3,362.25
405	WELLHEAD IMPROVEMENT FUND	-	-	-	-		-
406	CAPITAL IMPROVEMENT FUND-STREET PROJECT	-	-	-	-		-
520	REFUSE SERVICE FUND	23,782.83	12,258.67	(100.08)	35,941.42		35,941.42
582	ELECTRIC FUND	5,535,524.07	461,891.76	(446,863.75)	5,550,552.08	468,768.00	6,019,320.08
590	WASTEWATER FUND	1,423,525.23	330,571.35	(237,064.24)	1,517,032.34		1,517,032.34
591	WATER FUND	506,490.27	76,860.09	(45,312.54)	538,037.82	407,700.00	859,590.60
661	MOTOR POOL FUND	179,981.94	11,261.83	(12,210.71)	179,033.06		179,033.06
703	CURRENT TAX FUND	104,834.04	185,362.53	(143,298.80)	146,897.77		146,897.77
	TOTAL - ALL FUNDS	11,195,426.18	1,415,991.37	(1,293,804.90)	11,317,612.65	1,105,376.00	12,336,841.43
					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 *
	*Customer Deposit Breakdown				PERPETUAL CARE CD	130,000.00	130,000.00
	Electric	128,000.00			INCOME TAX SAVINGS	2,131,518.59	2,131,518.59
	Wastewater	21,000.00			ELECTRIC-PRIN & INT ESCROW	51,698.21	51,698.21
					ELECTRIC- GOLT BOND RESERVE 23	132,066.37	132,066.37
	Water	21,000.00			WASTEWATER DEBT ESCROW	332,353.13	332,353.13
		<u>170,000.00</u>			WASTEWATER REPAIR ESCROW	385,784.31	385,784.31
					WASTEWATER 2022 BOND RESERVE	309,481.25	309,481.25
					DDA-PRIN & INT ESCROW	501.78	501.78
					WATER BOND ESCROW	93,583.88	93,583.88
							<u>16,697,291.39</u>



PURCHASE ORDER

City of Portland

P.O. 15181

259 Kent Street
Portland, MI 48875
(517) 647-7531

VENDOR Visco

DATE: 8-27-24

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
<i>Filigree Rings for Decorative Street lights / Kent Street Project</i>	<i>582/539/985/005</i>		<i>5,664.00</i>
DEPARTMENT HEAD (UP TO \$500) <u>Judd [Signature]</u>		TOTAL	<i>5,664.00</i>

Treasurer Initials

Authorized by City Manager
(For Purchases over \$500 and less than \$5,000)

Memo



To: City of Portland – Board of Light and Power

From: Todd Davlin, Electric Superintendent

Cc: Doug Terry, Interim City Manager,
Nikki Miller, City Clerk

Date: 8-27-2024

Re: **Action Item BLP 24-8A:** VISCO Filigree Rings

As the Kent Street decorative lights return to service, the old decorative filigree rings, which we intended to reuse, do not fit the new globes. The old rings and globes installed over 30 years ago on Kent Street have not been manufactured as split units for 25 years. The new globes are manufactured as a single, unsplit, unit and the new filigree rings are specifically designed to fit the new single piece globes. To maintain aesthetic continuity amongst all the decorative lights, we must purchase 32 new filigree rings from Visco, Inc.

Action Item BLP 24-7A – Recommend City Council approve the purchase of 32 Visco 24C brass filigree rings. The total cost of the filigree rings is \$5,664.00 plus shipping.



OPEN HOUSE

THURSDAY, SEPTEMBER 19
1:00 - 4:00 PM

Join us for an open house to celebrate the latest upgrades at the Portland Wastewater Treatment Plant!

Light snacks and drinks will be provided.



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

Held on Tuesday, July 22, 2024
In the Council Chambers at City Hall

Members Present: Madarang, Vogl, Barnes, Williamson, Briggs, Interim City Manager Terry

Members Absent: Ward, Sandborn

Staff: Director ConnerWellman, City Clerk Miller

Guests: Mike Judd

Chair Madarang called the meeting to order at 7:00 P.M.

Director ConnerWellman noted the representatives for Don Jose Mexican Grill were unable to attend tonight's meeting so Item A, under New Business will be moved to the August DDA meeting.

Motion by Williamson, supported by Barnes, to approve the amended agenda, removing Item A under New Business.

All in favor. Adopted.

There was no Public Comment.

Motion by Williamson, supported by Briggs, to approve the minutes of the June 18, 2024, regular meeting.
All in favor. Adopted.

Motion by Williamson, supported by Vogl, to approve both the June and July Treasurer's Reports.
All in favor. Adopted.

There were no Team Reports as there was not a July team meeting.

Under Old Business, Member Williamson provided an update on the fireworks display held June 28, 2024, at Bogue Flats. The event went very well, and the fireworks display provided by the new vendor, Small Town Saturday Night Fireworks LLC was very good.

Director ConnerWellman noted she is working with the new fireworks vendor on a potential four-year contract that would keep the fireworks on the Friday prior to the 4th of July.

Interim City Manager Terry provided an update on the Kent Street Improvement Project. Overall, the Kent Street Improvement Project has been moving along very well. A meeting was held last week with the contractors to evaluate the planters that were installed at Kent Street and Bridge Street intersection. They did not meet City standards so they will be redesigned and reinstalled. The goal is to achieve a consistent look as the planters at the Maple Street and Bridge Street intersection.

There was a discussion.

Director ConnerWellman noted there is some interest from either Theresa or Andrew Meyers in serving on the DDA Board.

Under New Business, the Election of Officers was held.

Motion by Barnes, supported by Vogl to retain the same officers.

Chair – Madarang

Vice Chair – Williamson

Secretary – Briggs

Treasurer – Barnes

All in favor. Adopted.

Director ConnerWellman provided an update on the Brews & Pours event to be held Saturday, August 10, 2024. There has been a favorable response from the sponsors and participating breweries. There is still a need for volunteers and for paid positions for both setup and takedown.

Director ConnerWellman asked the Board for permission to issue checks to the breweries ahead of the event, which will take place before the next DDA meeting.

Motion by Briggs, supported by Williamson, to approve issuing checks to the breweries participating in the Brews & Pours event to be held on Saturday, August 10, 2024.

All in favor. Adopted.

Mayor Barnes noted the checks will be documented in the August Treasurer's Report.

Director ConnerWellman noted the Bi-Annual DDA-TIF Public Meeting will be held at 7:00 P.M., Monday, September 23, 2024. The DDA meeting will follow.

Director ConnerWellman stated there has been conversations about enforcing the Dumpster Enclosure Ordinance. There are currently 8 dumpsters downtown that are not enclosed and there are 22 dumpsters that are not enclosed in the great DDA district.

There was a discussion.

Director ConnerWellman provided the Director's Report.

Under Board Member comments, Mayor Barnes noted that check # 2545 was signed, not check # 2536 as listed on the Treasurer's Report.

Director ConnerWellman noted that check # 2536 had to be voided and reissued as check # 2545 due to a name change.

Member Briggs thanked everyone for their thoughts and prayers with the recent passing of her son.

Motion by Williamson, supported by Vogl, to adjourn the meeting at 7:49 P.M.

All in favor. Adopted

Respectfully submitted,

Margery Briggs, Secretary

CITY OF PORTLAND

REPORT DATE
PERIOD COVERED

August 19, 2024
July 1-31, 2024

Kwh Consumed	3,726,088
DIESEL PRODUCTION	0
HYDRO GENERATION	143,676

Total Kwh Purchased	3,582,412	Total Dollars Paid	\$ 318,324.54
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Kwh Billed

Residential	1,859,138
Commercial	921,038
Large General	679,740
City St. Lites Metered	8,790
St. Lites Unmetered	
Rental Lights	
Demand	1,768

Dollars Billed

PCA Billed	\$ (27,554.89)
Residential	\$ 285,320.44
Residential EO Charge	\$ 3,359.49
Geothermal Discount	\$ -
AMI Opt Out	\$ 45.00
Commercial	\$ 137,822.79
Commercial/LG EO Charge	\$ 2,491.51
Large General	\$ 72,077.25
Large EO Charge	\$ 18.40
City St. Lights Metered	\$ 924.20
St. Lights Unmetered	\$ 1,543.05
Rental Lights	\$ 234.34
Demand	\$ 14,958.30
Tax	\$ 19,400.11

Total Kwh Billed **3,470,474**

Arrears after billing	\$ 17,652.47
Penalties Added	\$ 2,592.15
Arrears end of month	\$ 42,231.99
Fuel Cost Billed	\$ 37,296.30
Amount Collected	\$ 557,653.31
Total Adjustments	\$ (5,235.68)

Total Dollars Billed **\$ 510,639.99**

Power Cost Adj.	-.00796
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Residential Customers	2,229
Commercial Customers	333
Large General	15
Total Customers	2,577

08/07/24



CITY OF PORTLAND
July-24

WATER DEPARTMENT REPORT

MONTH	Jul-24	PERIOD COVERED	July 1-31, 2024
Customers Billed		Penalties Added	\$ 426.79
City	1,861	Dollars Collected	\$ 91,098.93
Rural	25	Arrears at end of Month	\$ 7,190.70
Total Customers	1,886	Adjustments	\$ 137.53
		Gallons Pumped	14,142,000
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
Gallons Billed		Dollars Billed	
City	12,399,879		\$ 84,637.92
Rural	219,201		\$ 2,808.20
Total	<u>12,619,080</u>		<u>\$ 87,446.12</u>

SEWER DEPARTMENT REPORT

Customers Billed	1,801	Dollars Billed	\$153,191.04
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 153,191.04

Penalties Added	\$ 741.12
Dollars Collected	\$ 149,452.83
Arrears at end of Month	\$ 14,003.60
Adjustments	\$ 272.37
Gallons Treated per Million	9.803



City of Portland
Status Report of Engineering Activities
August 27, 2024

General Consultation (F&V No. 01110G)

- Primary City Point of Contact: City Manager
- F&V Project Manager: Jon Moxey
- No current activities of significance. This is typically used for site plan reviews, smaller engineering questions and assignments, project planning and budgeting and other general activities.

Bridge Inspection and Funding (F&V No. 028771)

- Primary City Point of Contact: Ken Gensterblum
- F&V Project Manager: Jon Moxey
- The Bridge Street Bridge application was submitted in late April. The Grand Region Bridge Council will be meeting October 7 to select projects.
- Routine bridge inspection work was completed on August 9. The depth and current on the Grand River was such that performing the fracture critical inspection on the Bridge Street Bridge with ladders from the channel was not practical. **We have a plan to install temporary scaffolding for access. We anticipate the inspection work will be completed mid-September, when materials arrive.**

Wellhead Protection Work (F&V No. 03332G)

- Primary City Points of Contact: Ken Gensterblum, Rod Smith
- F&V Project Manager: Katie Strohauer
- F&V prepared and maintains the City's Wellhead Protection Plan, using EGLE grant funding (typically covers 50% of costs).
- F&V assisted the City with an application in the recent grant cycle for continuing efforts to identify and evaluate a new well site (submitted on June 11). There are no current issues – this is a proactive effort, for if/when a new site is needed.

Board of Light and Power Cleanup Management (F&V No. 802050/P20398)

- Primary City Point of Contact: Todd Davlin
- F&V Project Managers: Eric Walters & Stephen Dehring
- F&V has been assisting the Board of Light and Power with sampling, reporting and related work stemming from a 2009 release of a petroleum diesel product.
- Periodically, we evaluate options to speed up the cleanup so that the site can be closed with EGLE. However, up to this point, the costs associated with that have outweighed the ongoing costs of managing the cleanup.
- **A proposal for annual groundwater and system sampling in 2024-2025 and preliminary vapor intrusion investigation has been prepared.**
- **A proposal for updating the BLP's Spill Prevention, Control and Countermeasure (SPCC) plan was prepared in February 2024.**

Divine Highway Bridge Replacement (F&V No. 840730)

- Primary City Point of Contact: Ken Gensterblum
- F&V Project Manager: Jon Moxey
- The City received funding from the MDOT Local Bridge Program to replace the bridge. Design is underway, targeting construction in 2025.
- The bridge is planned to be replaced part width, to maintain one lane of traffic, primarily for emergency services. A feasibility study was completed in 2020-2021.
- Environmental clearance documentation has been submitted to MDOT for review.
- Preliminary river crossing design is complete. We are working on the Type, Size and Location Plan set, which is the first plan submittal to MDOT.
- **Preliminary staging and traffic control plans are nearly complete, and we are working on scheduling a meeting to review and discuss with staff.**

Water Reliability Study Update (F&V No. 844520)

- Primary City Points of Contact: Ken Gensterblum and Rod Smith
- F&V Project Manager: Jon Moxey
- The most recent update was completed in 2021. A draft was submitted to EGLE, but comments were never received.
- The next update is anticipated to be completed in 2026 (typically every 5 years).

Wastewater System Improvements (F&V No. 848392/FVC No. 1221)

- Primary City Points of Contact: Ken Gensterblum, Tony Smith
- F&V Project Manager: Corey Turner
- Wastewater Treatment Plant:
 - Improvements at the plant have been funded through EGLE's Clean Water State Revolving Fund program. A larger project that included lift station and collection system work had to be scaled back – bidding occurred during the height of construction inflation. The project is being delivered as Progressive Design Build through F&V Construction.
 - The work at the plant is substantially complete.
 - **Punch list work is nearly complete. An open house could be scheduled at the City's convenience.**
- Sanitary Sewer River Crossings:
 - The City received a \$3M State of Michigan budget appropriation to help add back some of the project scope that was removed, including replacement of two of the City's sanitary sewer river crossings. The crossings are constructed as an inverted siphon that utilizes pressure flow under the river and are installed by directional drilling. The alignments are being modified to eliminate a manhole located on "the point" between the Grand and Looking Glass Rivers (at Fabiano's), as that caused significant constructability challenges.
 - **Roemer Utility Services is mobilized and began drilling last week. On Monday, August 26 they encountered an obstruction they couldn't get past or through under the 103 building, approximately 18 feet deep. They are going to move to the Kent Street side on Tuesday August 27 to try drilling from that direction.**
 - The Grand River crossing will require closure and detour of Water Street, which will begin after the Looking Glass River crossing is complete.
- Other:
 - The City is utilizing the remainder of the \$3M (after the river crossings and purchasing a new vactor truck, which totals approximately \$2.4M) for completing additional items that were removed from the CWSRF project. Once the river crossing work is complete, the City will finalize what other items will be completed with the remaining funds.
 - Owner Change Order No. 6 was executed to incorporate some of the removed items back into the WWTP project, including lining of several sewer segments in the collection system.

Kent Street Improvements (F&V No. 853960)

- Primary City Points of Contact: Ken Gensterblum, Todd Davlin, Tina CW
- F&V Project Manager: Jon Moxey
- **The 200 block is ready to open as soon as CL installs parking signs on the streetlights. We are working out the details with CL and DPW.**
- **The 100 block will be completed following the drilling work at Grand River Avenue.**
- Trees will be planted this fall (~October), and perennials will be planted in spring 2025 to give them a chance to establish before being exposed to salt.

Electric Substation Site Plan (F&V No. 863780)

- Primary City Point of Contact: Todd Davlin
- F&V Project Manager: Nate Torrey
- F&V is a sub-consultant to Theka Engineering for site/civil design on the new substation at the Board of Light and Power site.
- The bid opening took place July 3, 2024.
- The construction schedule is being refined. Lead times for some of the electrical equipment is a year or more, so construction might not begin until spring 2025.

103 E. Grand River Avenue Plaza (F&V No. 863880)

- Primary City Points of Contact: Ken Gensterblum, Tina CW
- F&V Project Manager: Jon Moxey
- The project involves demolition of the existing building at 103 E. Grand River Avenue and developing a public plaza area at the site using a MEDC Revitalization and Placemaking grant that was secured as part of a larger application through The Right Place.
- **DDA approved additional funds, bringing the total budget to \$630k (\$58,000 engineering, \$572,000 construction). We are working on getting quotes for individual items (with some alternatives) in an effort to get the construction cost back in budget.**
- The Electric Department is planning to install a transformer near the dumpster enclosure to improve the electric distribution system in the area.

River Trail Park Renovation (F&V No. 865390)

- Primary City Point of Contact: Neil Brown
- F&V Project Manager: Jon Moxey
- Neil obtained a grant from MDNR to crush, shape and resurface the asphalt river trail between Kent Street (just north of I-96) along I-96, Market Street, Canal Street and Thompson Field to Bridge Street (just east of Water Street).
- **CL provided a schedule with a start date of September 23 with construction lasting 1-2 weeks.**

EGLE Technical, Managerial and Financial (TMF) Project (F&V No. 866480)

- Primary City Points of Contact: Ken Gensterblum and Rod Smith
- F&V Project Manager: Jon Moxey
- The City received a grant for \$256,500 for investigating water services for lead/galvanized pipe to meet the October deadline for its final Distribution System Materials Inventory (DSMI), stemming from EGLE's recent Lead and Copper Rules.
- **Council awarded the project to Plumbers and we will prepare contract documents once their bonds and insurance certificates are received.**
- Pothing work is currently anticipated to be completed in October.

Wastewater Operations Assistance (F&V No. 712021)

- Primary City Point of Contact: Tony Smith
- F&V Project Manager: Brian Ross
- F&V Operations provided a licensed operator and other operations assistance on an interim basis for several years following a retirement. Since Tony achieved his license, FVOP has been providing expertise and assistance on an as-needed basis.
- Technical highlights are as follows:
 - Plant operators are still fine-tuning operations of the "new" plant, but things are functioning as intended.
 - The treatment plant has received several I-pads which will have GIS capability and be able to access the SCADA system, providing remote access.
 - We will be assisting Tony with the application for the renewal of the City's NPDES permit for the plant.

Dam Site Improvements (F&V No. P20525)

- Primary City Point of Contact: Todd Davlin
- F&V Project Manager: Jon Moxey
- **Visited the site in fall 2023 with Todd Davlin and prepared a proposal in March 2024 for topographic survey, conceptual design and grant application assistance.**

IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
AUGUST 27, 2024 – 3:00 P.M.
101 WEST MAIN STREET
IONIA, MICHIGAN

THIS MEETING WILL BE HELD IN PERSON AND ZOOM

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
 - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting (s)
 - B. Approve per diem and mileage
 - C. Approve payments of Common Cash and General Fund Payroll for the month of July 2024- \$2,338,979.07
 - D. Approve payments of Health Department payroll and accounts payable for the month of July 2024-\$ 130,587.47
 - E. Approve payments of Road Department payroll and accounts payable for the month of July 2024-\$ 2,245,288.16
 - F. Approve payments from Trust and Agency for the month of July 2024-\$669,466.35
- VII. Unfinished Business**
 - A. Approval to Replace the Walk-In Freezer Equipment at the Jail- Rod Steel
- VIII. New Business**
 - A. Presentation from Milestone
 - B. Request Approval of First and Second Quarter Budget Amendments-Bernadette Blonde
 - C. Request Approval to Personnel Policy-Priscilla Walden
 - D. Request Approval for Secondary Road Patrol & Traffic Accident Prevention Program Grant Agreement-Sheriff Charlie Noll
- IX. Department Reports**
 - A. MSU Extension-William Hendrian

- B. Conservation District-Melissa Eldridge
- X. **Reports of Officers, Boards, and Standing Committees**
 - A. Chairperson
 - B. Board of Commissioners
 - C. County Administrator

XI. Reports of Special or Ad Hoc Committees

XII. Public Comment (3-minute time limit per speaker)

XIII. Closed Session-NONE

XIV. Adjournment

Board and/or Commission Vacancies

- Economic Development Corporation/Brownfield Redevelopment Authority – One- three-year terms.
- Central Dispatch-One-two-year Emergency Medical Representative and one-two-year Township Board Representative

Appointments for consideration in the month of August 2024:

- Substance Use Disorder Oversight Policy Board

Appointments for consideration in the month of September 2024:

- Amateur Radio Emergency Services/Radio Amateur Civil Emergency Services Emergency Coordinator
- Commission on Aging Board