



PROPOSED AGENDA
REGULAR MEETING OF THE PORTLAND CITY COUNCIL
 7:00 P.M. Monday, September 16, 2024
 City Council Chambers
 City Hall, 259 Kent St, Portland, MI 48875

<u>Estimated Time</u>		<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>Excuse the Absence of Mayor Barnes</u>	Decision
7:08 PM	V. <u>Public Comment</u> (5-minute time limit per speaker)	
7:20 PM	VI. <u>Interim City Manager Report</u>	
	VII. <u>Presentations</u> - None	
	VIII. <u>Public Hearing(s)</u> - None	
	IX. <u>Old Business</u> - None	
7:25 PM	X. <u>New Business</u>	Decision
	A. Proposed Resolution 24-78 Approving, Authorizing, and Directing the Mayor and Clerk to Sign a Wastewater Discharge Permit for THK Rhythm Automotive	Decision
7:28 PM	B. Proposed Resolution 24-79 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 Project Support Contract	Decision
7:30 PM	C. Proposed Resolution 24-80 Approving Fleis & VandenBrink's Invoice for Construction Engineering Services for the Kent Street Improvement Project	Decision
7:32 PM	D. Proposed Resolution 24-81 to Amend the Budget for Fiscal Year 2024-2025	Decision
7:35 PM	XI. <u>Consent Agenda</u>	Decision
	A. Minutes and Synopsis of the Regular City Council Meeting held on September 3, 2024	
	A. Payment of Invoices in the Amount of \$146,546.07 and Payroll in the Amount of \$147,402.85 for a Total of \$293,948.92	

**Estimated
Time**

**Desired
Outcome**

- B. Purchase Orders over \$5,000.00**
 - 1. Box Hub in the Amount of \$5,940.00 for Shipping Container Storage for the DDA
 - 2. Fleis & VandenBrink in the Amount of \$6,075.00 for Engineering Services for the TMF Project
 - 3. MECA in the Amount of \$14,963.00 for Safety Dues
 - 4. Portland Area Fire Authority in the Amount of \$36,013.29 for 2nd Quarter Fire Services

XII. Communications

- A. Wastewater Treatment Plant Report for August 2024
- B. Water Department Report for August 2024
- C. Fleis & VandenBrink Status Report – September 13, 2024
- D. Ionia County Board of Commissioners Agenda – September 10, 2024
- E. MPSC Notice of Hearing for Consumers Energy
- F. MPSC Notice of Hearing for Consumers Energy

XIII. Other Business – None

XIV. Interim City Manager Comments

XV. Council Comments

XVI. Adjournment

7:38 PM

7:40 PM

7:45 PM

7:50 PM

Decision

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-78

**A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE MAYOR
AND CLERK TO SIGN A WASTEWATER DISCHARGE PERMIT FOR
THK RHYTHM AUTOMOTIVE**

WHEREAS, the City of Portland Sewer Use Ordinance, Section 40-119 et seq. of the City Code of Ordinances, requires all Significant Industrial Users to obtain a Wastewater Discharge Permit; and

WHEREAS, THK Rhythm Automotive is a Significant Industrial User as that term is defined in the Sewer Use Ordinance; and

WHEREAS, Tony Smith, the WWTP Superintendent, in compliance with City's Sewer Use Ordinance and applicable Federal and State laws and regulations, prepared a Wastewater Discharge Permit for THK Rhythm Automotive, a copy of which is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves, authorizes and directs the Mayor and Clerk to sign the Wastewater Discharge Permit for THK Rhythm Automotive, 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 16, 2024

Monique I. Miller, City Clerk

THK WASTEWATER DISCHARGE PERMIT

COMPANY NAME: THK Rhythm Automotive Michigan Corporation

CORPORATE ADDRESS: 902 Lyons Rd., Portland, Michigan 48875

FACILITY ADDRESS: 902 Lyons Rd., Portland, Michigan 48875

The above Industrial User is authorized to discharge industrial and sanitary wastewater to the City of Portland sewer system in compliance with the City of Portland Sewer Ordinance Part II, Chapter 40, Article III, Div. 1, 2, 3, any applicable provisions of Federal or State law or regulation, and in accordance with the discharge point, effluent limitations, monitoring requirements, and other conditions set forth herein.

This permit is granted in accordance with the application filed on September 10, 2024 and filed with the City of Portland, and in conformity with the City of Portland Sewer Ordinance.

This permit may be revoked under conditions as described in the Discharge Permit, Part 111 (Standard Conditions), Section 7 (Revocation of Permit).

Effective Date: October 1, 2024

Expiration Date: September 30, 2027

DEFINITIONS:

Daily Maximum - Shall mean the maximum allowable discharge of a pollutant during a calendar day. Where daily maximum limitations are expressed in pounds, the daily discharge is the total pounds discharged over the course of the day. Where daily maximum limitations are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

Slug Load - shall mean any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge in a concentration equal to or greater than 5 times the Daily Discharge Limitation for any parameter in this permit or which causes interference with the operation of the POTW.

Significant Noncompliance - Instances of significant noncompliance are violations, which meet one or more of the following criteria:

1. Violations of wastewater discharge limits.
 - a) Chronic violations of wastewater discharge limits, defined here as those in which 50 percent or more of all of the measurements taken during a six-month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter.
 - b) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent or more of all of the measurements for each pollutant parameter taken during any six-month period, equal or exceed the product of the average limit multiplied by the applicable TRC (TRC = 1.5 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH).
 - c) Any violation(s) of an effluent limit that the City believes has caused, alone or in combination with other discharges, interference (e.g., slug loads) or pass-through; or endangered the health of the sewage treatment personnel or the public.
 - d) Any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment and has resulted in the City's exercise of its emergency authority to halt or prevent such a discharge.
2. Violations of compliance schedule milestones, contained in a local control mechanism or enforcement order, for starting construction, completing construction, and attaining final compliance by 90 days or more after the schedule date.
3. Failure to provide reports for compliance schedules, self-monitoring reports within 30 days from the due date.

4. Failure to accurately report noncompliance.
5. Any other violation or group of violations, which the City of Portland determines, will adversely affect the operation or implementation of its pretreatment program.

PART 1: DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS

A. THK Rhythm Automotive wastewater discharge to the City shall not exceed the following discharge limitations:

PARAMETER	LOAD LIMITATIONS
BOD	Monthly Avg. 47 lbs.
	Daily Maximum 70.5 lbs/day
	Slug Discharge 1500 mg/l
<hr/>	
Total Suspended Solids (S.S.)	Monthly Avg. 39 lbs
	Daily Maximum 59 lbs/day
	Slug Discharge 1250 mg/l
<hr/>	
Grease & Oil	Monthly Avg. 12 lbs
	Daily Maximum 18 lbs/day
	Slug Discharge 375 mg/l
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pH	Minimum 5.5
	Maximum 9.5
<hr/>	
Flow	Maximum of 2,350 gallons per hour
	Maximum of .0188 mgd
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Zinc	Monthly Avg. = 1.5 mg/l Max. = 2.6 mg/l
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(See Part 1, sect. D for further information)	
<hr/>	
24 Hour Composite Samples	Daily
<hr/>	
Total Phosphorus	Daily Maximum = 5.5 lbs/day
<hr/>	

B. THK shall self-monitor for daily flows, pH and total phosphorus. However, the City reserves the right to require self-monitoring for any parameter it deems necessary to insure compliance with THK's and the City's discharge permits.

C. pH limitations are the minimum and maximum allowed for any single sampling event.

- B. THK Rhythm Automotive is required to collect 24-hour composite samples daily of their wastewater discharge and make it available to the City for analysis. THK Rhythm Automotive shall refrigerate the sample until noon the following day. All samples collected by the City for analysis shall be split between THK Rhythm Automotive and the City.
- C. The Monthly Average limitations are based on the mg/l limitations as set forth in the City Sewer Ordinance and THK Rhythm Automotive's daily flow limitation.
Example: BOD has a limitation of 300 mg/l and THK Rhythm Automotive has a daily maximum flow limit of .0188 mgd. Pounds/day = (300 mg/l) (.0188 mg) (8.34 lbs/ gal.) = 47 pounds/day.
- D. The Daily Maximum limitations are determined by a value 1.5 times the monthly average limitation. The 1.5 value is based on the same criteria used by the Michigan Department of Environmental Quality in the City's NPDES permit.
- E. Exceeding THK's Discharge Permit load limits shall be surcharged as follows:

BOD	\$0.20 per lb. over the limitation
Suspended Solids	\$0.20 per lb. over the limitation
Phosphorus	\$1.90 per lb. over the limitation

The total pounds subject to surcharge is the 30-day average in pounds, minus the discharge limit in pounds, multiplied by the number of days in the month the violation occurred.
- F. Recording of Results. For each analysis taken in pursuant of the requirements of this permit, the user shall record the following information:
 1. The exact place, date, and time of sampling
 2. The dates the analysis were performed
 3. The person(s) who performed the analysis
 4. The analytical techniques or methods used
 5. The results of all required analysis
- G. THK Rhythm Automotive shall bear the cost of any analysis of their wastewater deemed necessary by the City to ensure the compliance of THK's discharge permit and/or the City's NPDES discharge permit.

PART 11 - REPORTING REQUIREMENTS

1. THK Rhythm Automotive shall notify the City immediately (within 15 minutes) of any accidental or slug discharge to the sanitary sewer as defined in the City's sewer ordinance. Written notification, stating what happened, why it happened and what THK Rhythm Automotive is doing to prevent it from happening again in the future, shall be submitted to the city within 5 days of the occurrence.
2. THK Rhythm Automotive shall notify the City in writing prior to the introduction of new wastewater or pollutants or any substantial change in the volume or characteristics of the wastewater being introduced into the POTW from THK's industrial processes. The introduction of any new wastewater stream may result in the opening of this discharge permit for modifications.
3. Any upset experienced by THK Rhythm Automotive in the treatment of its wastewater that causes THK to be in a temporary state of non-compliance with this permit or other limitations specified in the City's Ordinance, shall be immediately reported to the City. A detailed written report shall be filed within 5 days.
4. THK Rhythm Automotive is required to submit Monthly Operation Reports (MOR) to the City. The MOR shall contain all the information and data required in Part 1 (B) of this discharge permit.
5. THK Rhythm Automotive shall submit to the City any new revisions of their accidental spill prevention plan designed to eliminate or minimize the accidental or slug discharge of pollutants into the sewer system.
6. THK Rhythm Automotive shall provide and maintain in good condition a flow meter(s) and recorder necessary to accurately monitor the flow in gallons of industrial wastewater discharged to the City's sewer system. Such equipment shall be capable of providing THK Rhythm Automotive with data necessary to comply with reporting requirement #7.
7. THK Rhythm Automotive shall discharge its wastewater to the City at a rate not to exceed 2,350 gallons per hour or .0188 million gallons per day (MGD). If THK Rhythm Automotive increases the amount of wastewater discharged to the City such that the daily flow limitations are exceeded seven (7) or more days out of any two (2) consecutive months, THK Rhythm Automotive may be requested to modify their Discharge Permit.

8. All compliance reports shall contain the following signed certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who managed the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there may be significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. Reference: Portland Sewer Ordinance Sec. 40-162 for possible enforcement action.

PART 111 - STANDARD CONDITIONS

1. MISCELLANEOUS

- A. THK Rhythm Automotive shall comply with and faithfully abide by all Federal, State and City laws, regulations, ordinances and policies as they pertain to discharging wastewater to the City's sewer system.
- B. Whenever the average daily usage over any calendar month exceeds the capacity purchased by THK Rhythm Automotive under this agreement (18,800 gpd), THK Rhythm Automotive may be required to reduce the average daily flow or to purchase additional capacity. THK Rhythm Automotive agrees to remit any additional capacity charge to the City within 60 days at the rates existing at that point in time.
- C. THK Rhythm Automotive shall provide a wastewater treatment operator possessing the appropriate certification required by the State of Michigan for any wastewater pretreatment processes used.

2. RIGHT OF ENTRY

THK Rhythm Automotive shall, allow the City or its representatives, exhibiting proper credentials and identification, to enter upon the premises of THK Rhythm Automotive, at all reasonable hours, for the purposes of inspection, sampling, or records inspection. Reasonable hours in the context of inspection and sampling includes anytime THK Rhythm Automotive is operating any process which results in a process wastewater discharge to the City's sewer system.

3. RECORDS RETENTION

THK Rhythm Automotive shall retain and reserve for at least three (3) years (longer in the case of unresolved litigation) any records, books, documents, memoranda, reports, sampling and chemical analysis made by or in behalf of THK Rhythm Automotive in connection with its discharge.

4. CONFIDENTIAL INFORMATION

Except for data determined to be confidential under Sec. 40-130 of the City's Sewer Ordinance, all reports required by this permit shall be available for public inspection at the office of the City Manager.

5. PROPER DISPOSAL OF SLUDGES AND SPENT CHEMICALS

The disposal of sludges and spent chemicals generated shall be done in accordance with Section 405 of the Clean Water Act and Subtitles C and D of the Resource Conservation and Recovery Act.

6. SIGNATORY REQUIREMENTS

All reports required by this permit shall be signed by a principal executive officer of THK Rhythm Automotive or their designee.

7. REVOCATION OF PERMIT

The permit issued to THK Rhythm Automotive by the City may be revoked immediately upon determination that THK Rhythm Automotive wastewater discharge to the City's sanitary sewer is in significant violation of Federal, State, or local laws, ordinances, or regulations. See City Ordinance Code Sec. 40-162. Additionally, falsification or intentional misrepresentation of data or statements pertaining to the permit application or any other required reporting form shall be cause for permit revocation.

8. LIMITATION ON PERMIT TRANSFER

Wastewater discharge permits are issued to a specific user for a specific operation and cannot be assigned to another user or transferable to any other location without the prior written approval of the City. Sale of a User shall obligate the purchaser to seek prior written approval of the City for continued discharge to the sewer system.

9. FALSIFYING INFORMATION OR TAMPERING WITH MONITORING EQUIPMENT

Knowingly making any false statement on any report or other document required by this permit or knowingly rendering any monitoring device or method inaccurate, may result in punishment under the criminal laws of the City, as well as being subjected to civil penalties and relief.

10. MODIFICATION OR REVISION OF THE PERMIT

- a) The terms and conditions of this permit may be subject to modification by the City at anytime as limitations or requirements as identified in the City's Sewer Ordinance, are modified or other just cause exists.
- b) This permit may also be modified to incorporate special conditions resulting from the issuance of a special order.
- c) The terms and conditions may be modified as a result of EPA promulgating a new Federal pretreatment standard.
- d) This permit may be modified whenever a new waste stream is introduced from a new or modified manufacturing process.
- e) Any permit modifications which result in new conditions in the permit shall include a reasonable time schedule for compliance.

11. DUTY TO REAPPLY

The City shall notify THK Rhythm Automotive one hundred and eighty (180) days prior to the expiration of TRW Automotive's Permit. Within ninety (90) days of the notification, THK Rhythm Automotive shall reapply for reissuance of the permit on a form provided by the City.

12. SEVERABILITY

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

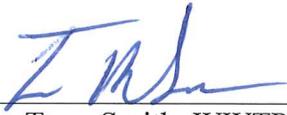
13. PROPERTY RIGHTS

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any invasion of personal rights, nor any infringement of Federal State or Local regulations.

CITY OF PORTLAND

By _____
James Barnes, Mayor

By _____
Monique Miller, City Clerk

By  _____
Tony Smith, WWTP Superintendent

THK RHYTHM AUTOMOTIVE MICHIGAN CORPORATION

By  _____
Name of Responsible THK Official

By SCOTT INMAN _____

Dated at 11:15am this 11th day of September

THK 2024 WASTEWATER DISCHARGE PERMIT RENEWAL QUESTIONNAIRE

I. GENERAL INFORMATION

THK Rhythm Automotive U.S. LLC
Corporate or Business Name

THK Rhythm Automotive Michigan Corporation
Plant Name

902 Lyons Road
Address - Street & Number

Address - Street & Number

Portland MI 48875
City State Zip Code

517-647-4121
Plant/Business Phone No.

2. BUSINESS INFORMATION

1. Has the nature of your business and products produced, manufactured or stored at your facility changed in any way since THK's last Discharge Renewal, Oct. 1, 2021? If yes, please explain in detail. NO
2. Has your Standard Industrial Classification (SIC) Code changed since Oct 1, 2021? If yes, please explain why. NO
3. Have there been any changes in the amount or type of products discharged to City sewers from your facilities since the last Discharge Renewal, October 1, 2021?
NONE
4. Estimate in gallons or pounds the expected total wastewater discharged from THK to the City at the end of this renewal period, October 30, 2024. 2,645,000
5. Is THK anticipating any change in wastewater stream characterization or any new wastewater streams over this Discharge Renewal period? If yes, please explain.
NO

6. List any new and/or anticipated chemicals and their amounts in gallons or pounds stored at your facility not listed in the 2021 Discharge Renewal form.
N/A
7. Current Schedule of Operations:
 A. Shifts/day 3
 B. Hrs./day 8 Days/week 6 Weeks/year 50
8. Provide the City of Portland with a drawing of any changes to your facilities since the last Discharge Renewal showing the various processes producing a waste stream and the flow path from where the waste stream is generated to where it enters the City's sewer. *NO CHANGES*
9. Are there any other process and waste stream changes not described in the answers above? If yes, please describe. *NONE*

3. SOLID DISPOSAL

Describe how all solids, residues, by-products, sludges etc. produced by THK is currently handled. Are there any anticipated changes in solid disposal practice before October 30, 2024? If yes, please explain. *DISPOSAL VIA PLUMMER'S ENVIRONMENTAL
 NO CHANGES*

I acknowledge that the information contained in this questionnaire is familiar to me and to the best of my knowledge and belief such information is true, accurate and complete.

9/6/2024
 Date


 Name of Responsible THK Official

PLANT MANAGER
 Title

SCOTT INMAN
 Print or Type Name

Please return the completed survey to: The Portland Wastewater Treatment Plant, 600 Morse Drive, Portland, MI 48875

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-79

**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 PROJECT SUPPORT CONTRACT**

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

WHEREAS, the City of Portland has purchased power from the Belle River Project as a coal fired generating facility for decades; and

WHEREAS, Resolution 24-75 approved the Belle River Restated and Amended Power Sales Agreement to purchase power from the Belle River Project which facilitates the repurposing of the Belle River Project to a natural gas fired generating facility; and

WHEREAS, in addition to executing the Power Sales Agreement, Belle River Project participants must also execute the Belle River Restated and Amended Project Support Contract, attached as Exhibit A; and

WHEREAS, the Project Support Contract has been changed to reference the natural gas repurposing project, to reflect changes in MISO market operations, and to allow project participants to pay for capital obligations via bond or cash equity.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the Belle River Restated and Amended Project Support Contract, 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 16, 2024

Monique I. Miller, City Clerk

Memo



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

From: Todd Davlin, Electric Superintendent

Cc: City of Portland Board of Light and Power

Date: 9-16-2024

Re: Belle River Restated and Amended Project Support Contract

Last month, City Council authorized the Board of Light and Power’s Member Authorized Representative to execute a Belle River Restated and Amended Power Sales Agreement (Power Sales Agreement) with the Michigan Public Power Agency (MPPA) to purchase Power from the Belle River Project. Portland has purchased power from the Belle River Project as a coal fired generating facility for decades. The executed agreement facilitates the repurposing of the Belle River Project to a natural gas fired generating facility.

As noted in previous correspondence, 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.

For the reasons noted above, and the positive impacts of this generating capacity in the MISO Zone 7 market, the repurposing project benefits the City of Portland and MPPA. In addition to executing the Power Sales Agreement, Belle River Project Participants must also execute a Project Support Contract between MPPA and Project Participants (Project Support Contract). The Project Support Contract is an updated and restated version of an original Belle River project agreement. The agreement has been changed to reference the natural gas repurposing project, to accurately reflect changes in MISO market operations and to allow project participants to pay for capital obligations via bond or cash equity. The execution of this agreement does not add risk or further obligation. The execution of this agreement reduces risk by clarifying language to reflect current market operations and allows for flexibility related to funding of existing and potential future capital obligations.

Action Item – Recommend City Council approve execution of the MPPA Amended and Restated Belle River Project Support Contract.

[COMPOSITE CONFORMED COPY]

PROJECT SUPPORT 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

BELLE RIVER
PROJECT SUPPORT CONTRACT

This BELLE RIVER PROJECT SUPPORT 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"), is 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, the member municipalities of MPPA are empowered by the Act to contract to make payments to MPPA out of funds legally available to the member municipality and to advance or contribute funds to MPPA to enable MPPA to carry out any of its powers and duties; 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, 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 and designated in the Power Sales Contract referred to below as Belle River; and

WHEREAS, MPPA entered into the Belle River Transmission Ownership and Operating Agreement dated as of December 1, 1982 with The Detroit Edison Company (now known as DTE Electric 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 enter into an Amended and Restated Power Sales Contract dated the date hereof with the Participant and enter into substantially similar binding contracts with the other Participants providing for the sale of power and energy from those facilities described and designated in the Power Sales Contracts as the Belle River Project; and

WHEREAS, the Power Sales Contracts require payment to be made only for Months when power and energy are being made available; and

WHEREAS, in order to provide additional support for the payment by MPPA of costs of the Belle River Project, it is necessary for MPPA to have substantially similar binding contracts with the Participant and the other member municipalities of MPPA which are participating in the Belle River Project to provide for the payment of fixed costs relating to the Belle River Project during periods when all such costs are not required to be paid pursuant to the terms of the Power Sales Contracts and to pledge the payments required to

be made in accordance with this contract and substantially similar contracts as security for the payment of 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, except as otherwise defined herein, when used in this Project Support Contract, including the Preamble, the words which are defined in the Power Sales Contracts shall have the meaning set forth in the Power Sales Contracts and the following words shall have the following meanings:

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

Project Support Contracts shall mean this Belle River Project Support Contract and the other Belle River Project Support Contracts between MPPA and the other Participants, all of which are uniform in all material respects in their terms, conditions and provisions.

Project Support Month shall mean any Month during which Belle River is wholly out of service for the entire Month.

Project Support Payment shall mean, with respect to any Project Support Month, an amount equal to the amount the Participant would have been required to pay under the Power Sales Contract for such Month if Belle River had been in service during any part of such Month for Monthly Power Costs, Monthly Transmission Costs, and Transmission Utilization Adjustment Costs.

SECTION 2. Term of Contract.

This Project Support Contract shall become effective upon execution and delivery of Project Support Contracts and Power Sales Contracts by all Participants and shall continue for the term of the Participant's Power Sales Contract.

SECTION 3. Participant's Project Support.

- (a) With respect to each Project Support Month, the Participant shall make a Project Support Payment to MPPA.
- (b) Project Support Payments required to be made by the Participant pursuant to subsection (a) of this Section 3 shall be computed in the same manner as provided for Monthly Power Costs, Monthly Transmission Costs, and Transmission Utilization Adjustment Costs in Section 4 of the Power Sales Contract.
- (c) On or before the 10th day of the Month following each Project Support Month, MPPA shall render to the Participant a monthly statement showing, with respect to the preceding Project Support Month, the amount of the Project Support Payment payable to MPPA by such Participant for such Project Support Month.
- (d) Project Support Payments required to be paid to MPPA pursuant to this Section 3 shall be payable to MPPA via electronic payment as MPPA shall designate in writing to the Participant, on the 25th day of the Month following the Project Support Month for which such Project Support Payments are made.
- (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 said 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 promptly refunded to the Participant.

- (g) The obligation of the Participant to make Project Support Payments shall be absolute and unconditional and shall not be dependent upon performance of MPPA under the Power Sales Contract or this Project Support Contract; Project Support Payments shall be made whether or not Belle River 1 is completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output of Belle River for any reason whatsoever in whole or in part, and such Project Support Payments shall not be subject to any reduction, whether by offset, counterclaim or otherwise.
- (h) The obligation of the Participant to make payments under this Section 3 shall constitute an obligation payable solely from the revenues of the Participant's electric system, subject and subordinate to payments of debt service on revenue bonds payable from and secured by a pledge of net revenues of the Participant's electric system.

SECTION 4. Participant Covenants.

- (a) 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 Project Support 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

Project Support 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.

- (b) Except with respect to (i) operation, maintenance, renewal and replacement expenses of the Participant's electric system, (ii) revenue bonds which have been issued or are hereafter issued under the Michigan Revenue Bond Act (Act 94, Public Acts of Michigan, 1933, as amended) and (iii) payments required to be made into funds established under the ordinance or resolution authorizing such revenue bonds and payments required pursuant to such ordinance or resolution from the revenues held thereunder, the Participant agrees that it will not issue bonds, notes, or other evidences of indebtedness, enter into any contract or agreement or incur any expense payable from or secured by revenues of the Participant's electric system prior to the Project Support Payments required to be made by the Participant pursuant to Section 3.
- (c) If the Participant has revenue bonds outstanding payable from and secured by a pledge of net revenues of its electric system, the Participant agrees that, in connection with any financial tests or conditions for the issuance of additional revenue bonds payable from and secured by a pledge of net revenues of its electric system, the Participant shall treat all payments to MPPA under this Project Support Contract as operating expenses for purposes of computing the amount of net revenues available for the payment of such outstanding revenue bonds and such additional revenue bonds.
- (d) 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.

- (e) The Participant agrees that it will not assign its Power Sales Contract except in accordance with the terms thereof and except in conjunction with the assignment by the Participant of, and the assumption by any assignee of the obligations of the Participant under, this Project Support Contract.
- (f) If the Participant does not have revenue bonds outstanding on the date of this Project Support Contract payable from and secured by a pledge of net revenues of its electric system, the Participant agrees that it will not issue any such revenue bonds unless an independent consulting engineer or engineering firm or corporation experienced in analyzing the operations of electric utility systems certifies that the facilities being financed by such revenue bonds are (or were when the Participant committed itself to such facilities by contract or financing) reasonably expected to properly and advantageously contribute to the conduct of the Participant's electric system in an efficient and economical manner consistent with prudent management.

SECTION 5. Opinion of Counsel.

If required by MPPA in connection with a bond financing, the Participant shall, concurrently with the execution and delivery of this Project Support 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 Project Support Contract as it relates to the Participant, and, if the Participant shall have bonds outstanding secured by a pledge of the 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 Project Support Contract.

SECTION 6. Pledge of payments.

All payments required to be made by the Participant pursuant to the provisions of this Project Support Contract shall be pledged to secure the payment of Bonds.

SECTION 7. Rights of Transfer.

In consideration of the obligation of the Participant to make Project Support Payments pursuant to Section 3, MPPA agrees, after payment of principal, premium, if any, and interest on the Bonds or after adequate provision for the payment thereof has been made in accordance with the provisions of the Bond Resolution and upon the unanimous request of all Participants, to transfer to each Participant an undivided ownership interest in Belle River, Edison Transmission, Consumers Transmission and MPPA's right, title and interest in the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement, in the proportion that such Participant's Power Entitlement Share bears to the aggregate of the Power Entitlement Shares of all Participants.

SECTION 8. Event of Default.

Failure of the Participant to pay to MPPA any Project Support Payment payments when due shall constitute an immediate default on the part of the Participant.

SECTION 9. Continuing Obligation.

In the event of any default referred to in Section 8, 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 against the Participant any covenant, agreement or obligation to make any Project Support Payment for which provision is made in this Project Support Contract.

SECTION 10. 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 make all Project Support Payments or in the event of any default by the Participant under any other covenant, agreement or obligation of this Project Support 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 Project Support Contract against the Participant.

SECTION 11. 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 12. 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 Project Support Contract, shall not be a waiver with respect to any subsequent default, right or matter.

SECTION 13. Assignment of Project Support Contract; Sale of Participant's System.

- (a) This Project Support Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties of this Project Support Contract; provided, however, that, except for the assignment by MPPA authorized hereby, neither this Project Support Contract nor any interest herein shall be transferred or assigned by either party hereto except in conjunction with the assignment by the Participant of its Power Sales Contract in accordance with the terms thereof and except with the consent in writing of the other party hereto, which consent shall not be unreasonably withheld. No assignment or transfer of this Project Support 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 Project Support 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 Project Support 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, subject to the provisions of the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement, assign this Project Support Contract and its rights and interest hereunder to the purchaser or lessee of the electric system, and such purchaser or lessee shall assume all obligations of the Participant under this Project Support Contract; and (ii) MPPA shall by appropriate action determine that such sale, lease or other disposition will not adversely affect the value of this Project Support 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 14. Amendment of Contract.

- (a) This Project Support 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 Project Support Contract 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 Project Support 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 the 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.

(b) No Project Support 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 Project Support Contract of any other Participant requesting such amendment after receipt by such Participant of notice of such amendment.

SECTION 15. Applicable Law; Construction.

This Project Support 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 16. Severability.

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

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-80

**A RESOLUTION APPROVING FLEIS & VANDENBRINK'S INVOICE FOR
CONSTRUCTION ENGINEERING SERVICES FOR THE
KENT STREET IMPROVEMENT PROJECT**

WHEREAS, Fleis & VandenBrink is providing construction engineering services for the Kent Street Improvement Project (the Project); and

WHEREAS, Fleis & VandenBrink has provided Invoice 70855 in the amount of \$29,930.42, attached as Exhibit A; and

WHEREAS, the Finance Director has reviewed the invoice and is recommending the City Council approve the payment.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves Fleis & VandenBrink's Invoice 70855, in the amount of \$29,930.42, for construction engineering services for the Kent Street Improvement Project as outlined in the attached 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 16, 2024

Monique I. Miller, City Clerk



Invoice

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

September 5, 2024
 Project No: 853960
 Invoice No: 70855

Project 853960 City of Portland - Kent St Improvements
Services Included: Construction Administration, Staking, Observation & Testing
For professional services rendered for the period July 28, 2024 to August 24, 2024
Professional Services

	Hours	Billing
Total	238.50	26,535.50
Reimbursable Expenses		
Expenses		3,394.92
Total		3,394.92
	Total this Invoice	\$29,930.42

*Thank you for your business, it is sincerely appreciated.
 If there are any questions regarding this invoice or the services provided, please contact us at AR@fveng.com.*

Terms: Net 15 days

Important Update
 Effective July 1, 2024, our ACH bank account information has changed. Please update your payment records accordingly.

Bank Name: Comerica Bank
Routing Number: 072000096
Account Number: 1653988416

We encourage clients to pay via ACH for enhanced security and efficiency. However, if you prefer to continue paying by check, please remit payment to the address on this invoice.

To confirm the details of this change, or for any other questions related to your invoice, please contact your F&V support team at 616.977.1000.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-81

**A RESOLUTION TO AMEND THE BUDGET
FOR FISCAL YEAR 2024-2025**

WHEREAS, State law prohibits local units of government from ending any fiscal year with a negative fund balance in any fund; and

WHEREAS, the Finance Director has reviewed current fund balances and expenditures for FY 2024-2025 and recommends that the Council approve the proposed amendments, set forth in the attached Exhibit A, in order to comply with State law.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the 2024-2025 fiscal budget amendments as listed on the attached 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 16, 2024

Monique I. Miller, City Clerk

BUDGET AMENDMENT DETAIL REPORT FOR CITY OF PORTLAND -1st Quarter 24-25

GL Number	DESCRIPTION	CHANGE TO BUDGET INCREASE (DECREASE)
101-172-703.000	S & W SUPERVISOR	14,145.00
101-172-715.000	S & W SOCIAL SECURITY	502.00
101-172-716.000	HEALTH INSURANCE	(10,727.00)
101-172-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	(1,600.00)
101-172-716.003	HEALTH REIMBURSEMENT ACCOUNT (HRA)	(2,320.00)
		<u>0.00</u>
101-201-912.000	PROPERTY INSURANCE	(4,000.00)
101-265-930.000	M & R BUILDING	7,000.00
101-301-702.000	S & W FULLTIME	(6,000.00)
101-301-710.000	S& W OVERTIME	6,000.00
101-301-912.000	PROPERTY INSURANCE	600.00
		<u>600.00</u>
101-567-706.000	S & W PARTTIME	3,000.00
101-567-912.000	PROPERTY INSURANCE	25.00
		<u>3,025.00</u>
101-707-969.001	CONTRIBUTIONS TO PAMA	4,461.00
101-707-977.000	CAPITAL OUTLAY-EQUIPMENT	27,000.00
101-751-706.000	S & W PARTTIME	3,000.00
101-751-775.001	M & R RIVERTRAIL	(8,000.00)
101-751-912.000	PROPERTY INSURANCE	4,000.00
101-751-971.001	CAPITAL OUTLAY-RIVERTRAIL	215,000.00
101-751-974.000	LAND IMPROVEMENTS	55,000.00
101-751-974.000	LAND IMPROVEMENTS	(205,000.00)
		<u>64,000.00</u>
105-254-804.000	CONTRACTUAL SERVICE	2,400.00
105-254-956.000	MISCELLANEOUS EXPENSES	200.00
105-254-995.202	TRANSFER TO MAJOR STREETS	116,000.00
202-000-699.105	CONTRIBUTION FROM INCOME TAX	116,000.00
202-452-803.021	ENGINEERING - DIVINE HWY BRIDGE IMPROV	116,000.00

208-751-912.000	PROPERTY INSURANCE	(75.00)
210-000-637.000	LYONS TOWNSHIP	(51,120.00)
210-000-698.000	LEASE PROCEEDS	285,618.00
		<hr/> 234,498.00
210-302-912.000	PROPERTY INSURANCE	(700.00)
210-302-977.012	CAPITAL OUTLAY - AMBULANCE	237,618.00
		<hr/> 236,918.00
582-000-648.000	UTILITY SALES	(220,000.00)
582-201-912.000	PROPERTY INSURANCE	8,000.00
582-201-914.000	VEHICLE INSURANCE	(5,200.00)
582-539-977.000	CAPITAL OUTLAY-EQUIPMENT	6,500.00
		<hr/> 9,300.00
590-000-699.105	TRANSFER FROM INCOME TAX	10,000.00
590-441-803.009	ENG SERVICE-KENT STREET	10,000.00
105-254-995.590	TRANSFER TO WASTEWATER	10,000.00
590-201-912.000	PROPERTY INSURANCE	2,700.00
590-441-706.000	S & W PARTTIME	100.00
591-000-568.000	CONTRIBUTION FROM STATE -MDOT GRANT	48,400.00
591-441-977.024	DCMI (TMF) PROJECT	48,400.00
105-254-995.591	TRANSFER TO WATER	10,000.00
591-000-699.105	TRANSFER FROM INCOME TAX	10,000.00
591-441-803.009	ENG SERVICE-KENT STREET	10,000.00
591-441-804.000	CONTRACTUAL SERVICE	1,000.00
591-201-912.000	PROPERTY INSURANCE	1,000.00
661-201-912.000	PROPERTY INSURANCE	3,700.00
661-201-914.000	VEHICLE INSURANCE	(2,000.00)
		<hr/> 1700



City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Tuesday, September 3, 2024

In the City Council Chambers at City Hall

259 Kent St., Portland, MI 48875

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

Absent: Council Member Fitzsimmons

Guests: Kathy Parsons; Mike Judd; Tim Fuller; Rachel Gross; DJ; Erin Gorman; Mary Kay Steffes-Schmitz; City Employees Barb Brown and Tammy Meyers; Jerry Tolan; Jodi Woodman; Andrea Gruber; Cheryl VanGoor; Terry Schrauben; Kathy Perez; Charlie Schrauben; Michelle Trierweiler

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

Motion by VanSlambrouck, supported by Sheehan, to approve the agenda as revised to excuse the absence of Council Member Fitzsimmons.

Yeas: VanSlambrouck, Sheehan, Johnston, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

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

Yeas: Johnston, Sheehan, VanSlambrouck, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

Under Public Comment, Kathy Perez stated her support for the Council.

Tim Fuller addressed Council and noted the need to share information through social media. He noted his concern with employee morale and their concern for the job security if they speak out regarding current issues. He further noted he has not received the information he requested per his FOIA request dated August 9, 2024.

Michelle Trierweiler offered her support to the Council. She noted that Mr. Fuller is in arrears on the properties he owns in the City and asked about the process in handling this situation.

Cheryl VanGoor offered her support for the Council.

Jerry Tolan thanked the Council for their reflective comments at the August 19, 2024, meeting and for the hard work of the City employees during this difficult time. He further asked if the Council received harassment training and if not, he suggested they do so.

Rachel Gross recognized all of the work of the Council but noted there also needs to be accountability and mistakes should be admitted.

Under Interim City Manager Report, Interim City Manager Terry noted would he hold his comments to the end of the meeting.

Under Presentations, DDA Director ConnerWellman presented her Downtown Report.

Under New Business, the Council considered Resolution 24-74 to approve a contract with VC3 to provide IT services for the City of Portland.

Motion by Johnston, supported by VanSlambrouck, to approve Resolution 24-74 approving a contract with VC3 to provide IT Services for the City of Portland.

Yeas: Johnston, VanSlambrouck, Sheehan, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

The Council considered Resolution 24-75 to approve the Michigan Public Power Agency's (MPPA) recommendation to approve the Amended and Restated Belle River Power Sales Agreement to repower the current two-unit coal-fired baseload power plant to natural gas. The Board of Light and Power voted to recommend Council approve this contract.

Motion by VanSlambrouck, supported by Sheehan, to approve 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.

Yeas: VanSlambrouck, Sheehan, Johnston, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

The Council considered Resolution 24-76 to approve Pay Request No. 3, in the amount of \$95,698.74 to the State of Michigan for work completed on the Kent Street Improvement Project through July 23, 2024.

Motion by Sheehan, supported by Johnston, to approve Resolution 24-76 approving Pay Request No. 3 to the State of Michigan for work done on the Kent Street Improvement Project.

Yeas: Sheehan, Johnston, VanSlambrouck, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

The Council considered Resolution 24-77 to confirm the Mayor's appointment of Rachelle Breeden to the Board of Review.

Motion by VanSlambrouck, supported by Sheehan, to approve Resolution 24-77 confirming the Mayor's appointment to City Boards and Commissions.

Yeas: VanSlambrouck, Sheehan, Johnston, Barnes

Nays: None

Absent: Fitzsimmons
Adopted

Motion by VanSlambrouck, supported by Johnston, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting on August 19, 2024, 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. A purchase order to Visco in the amount of \$5,664.00 for filigree rings for the decorative streetlights was included.

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

Under Interim City Manager Comments, Interim City Manager Terry noted the Wastewater Treatment Plant Open House will be held September 19, 2024, from 1:00 – 4:00 P.M. This is an excellent opportunity to see the recent investment and upgrades made to the plant.

Interim City Manager Terry reminded residents about the City ordinance related to election signs that states they are not allowed in the rights-of-way or on public property.

Interim City Manager Terry addressed the comments by Mr. Fuller related to his FOIA request. The City fully intends to cooperate and comply, it has met with its attorney and the information will be presented soon. He further noted he is still working to recover documents he might have related to the request.

Interim City Manager Terry noted he has worked very hard to improve employee morale and wants employees to feel encouraged to speak. He has never implied any jobs are on the line and will not tolerate intimidation of City employees. He further stated he has nothing but respect for the City of Portland.

Interim City Manager Terry noted that a lightning strike last Tuesday on Cross St. caused the rupture of a gas line and created a gas leak which was immediately addressed by Consumers Energy.

Under Council Member Comments, Mayor Pro-Tem VanSlambrouck stated the VFW will host a Pancake Breakfast on Sunday, September 8, 2024, from 8:00 – 11:00 A.M.

Mayor Pro-Tem VanSlambrouck expressed his apologies to the victim and City staff for the reality of the current situation. His thoughts around decision making are based on his own experiences and wonders how the decision making over the past few months has influenced the current situation.

Mayor Barnes commented on the current streaming and mechanics of recordings and playback of the City Council meetings.

Interim City Manager Terry suggested reaching out to VC3 to find the best way to move the current technology forward.

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

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

Meeting adjourned at 7:55 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the September 3, 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 Johnston, and Sheehan; Interim City Manager Terry; City Clerk Miller; Finance Director Tolan; Police Chief Thomas

Absent – Council Member Fitzsimmons

Public Comment – Several members of the public expressed their support of the City Council and others commented on ongoing personnel issues.

Presentation - DDA Director ConnerWellman presented her Downtown Report.

Approval of Resolution 24-74 approving a contract with VC3 to provide IT Services for the City of Portland.

All in favor. Adopted.

Approval of 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.

All in favor. Adopted.

Approval of Resolution 24-76 approving Pay Request No. 3 to the State of Michigan for work done on the Kent Street Improvement Project.

All in favor. Adopted.

Approval of Resolution 24-77 confirming the Mayor's appointment to City Boards and Commissions.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 7:55 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
CULLIGAN	02130	COOLER RENTAL - WW	15.00
CINTAS	00083	RESTOCK MED CABINET - WW	7.15
KARA DOUGHERTY	02767	ASSESSING SERVICES 1ST HALF SEPT 2024 - ASSESSC	1,630.83
BADGER METER INC.	02247	ORION CELLULAR LTE SVC - WATER	1,777.15
PORTLAND TOWNSHIP TREASURER	00371	ANNEX AGGREEMENT REV SHARING MAY-JUNE 2024- COM	6,507.96
PLB PLANNING GROUP LLC	02504	CONSULTATION - CODE	80.00
CAPITAL EQUIPMENT IONIA	02750	12' CHAIN - MTR POOL	43.98
CAPITAL EQUIPMENT IONIA	02750	SAW PARTS - MTR POOL	9.65
MUNICIPAL SUPPLY CO.	00324	TRAFFIC PAINT - LOC STS	18.00
CINTAS	00083	UNIFORM CLEANING, BLDG SUPPLIES - VAR DE	7.15
MENARDS	00260	BUILDING SUPPLIES - MTR POOL	128.44
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	339.09
PAMA	01370	40% CONT TO PAMA - COM PROMO	6,302.93
UPS	02587	SHIPPING TO HACH - WW	59.10
MICHIGAN ELECTRIC COOP ASSN	00276	SAFETY DUES - ELECTRIC	14,963.00
HYDROCORP	02340	INSPECTION & REPORT - WTR APP RES 21-49	632.00
CORRIGAN OIL CO, NO. 11	02693	DIESEL GUEL - ELECTRIC	1,454.86
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	115.00
UTILITY CONSULTING GROUP, LLC	00465	CALC PCA FACTOR - ELECTRIC	225.00
FLEIS & VANDENBRINK	00153	ENG SVCS TMG PROJECT - WATER	6,075.00
FLEIS & VANDENBRINK	00153	KENT ST ENGINEERING - MAJ STS, WW, WATER	29,930.42
FLEIS & VANDENBRINK	00153	ENGINEERING DIVINE HWY - MAJ STS	4,283.32
PURITY CYLINDER GASES, INC.	00380	OXYGEN, HAZ MAT - AMB	156.95
ALT PRINTING CO.	02712	SHIRTS, SOCCER, FLAG FOOTBALL - REC	1,024.00
AMS INC HEATING & COOLING	02355	EXHAUST FAN RED MILL - PARKS	750.00
GRANGER	00175	REFUSE - WW	172.20
GRANGER	00175	REFUSE - MP, PARKS, CEM	353.35
STAPLES	00426	VAR SUPPLIES/PURCHASES - VAR DEPTS	159.39
GRANGER	00175	ST SWEEPING- MAJ STS	80.97
GRANGER	00175	REFUSE - ELECTRIC	97.65
GRANGER	00175	REFUSE - COM PROMO, POLICE	97.65

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
BRIAN RUSSELL	00593	OFFICIAL - REC	90.00
BRYAN SCHEURER	00600	OFFICIAL - REC	90.00
TANNER BROWNELL	02800	OFFICIAL - REC	24.00
CONNOR FOX	02897	OFFICIAL - REC	24.00
VERIZON WIRELESS	00470	PHONE DATA - VAR DEPTS	1,249.63
TRUGREEN	02830	FERTILIZER - ELECTRIC	87.36
TRUGREEN	02830	FERTILIZER - ELECTRIC	46.80
TRUGREEN	02830	LAWN SERVICES - ELECTRIC	381.42
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	92.66
FREDRICKSON SUPPLY LLC	02104	HEADBAND - LOC STS	118.79
KEUSCH TIRE & AUTO	00228	TIRES #912- MTR POOL	267.98
JOHN DEERE FINANCIAL	01818	VAR PURCHASES - VAR DEPTS	1,139.70
VC3 INC.	02745	MICROSOFT MONTHLY AGREEMENT SEPT 2024- GEN	371.50
CULLIGAN	02130	WATER X2 - PARKS, CEM	16.00
CULLIGAN	02130	WATER X1 - WW	9.00
J H OIL COMPANY	02887	GAS TANK FILL - PARKS, CEM	596.78
YOURMEMBERSHIP.COM	MISC	JOB POSTING - MTR POOL	150.00
MHR BILLING	01780	AUGUST 2024 BILLING - AMB	3,175.00
FRESH COAST GUTTERS	02898	DOWN SPOUT REPAIR, & ADDITIONS - WW	1,743.00
WEST MICHIGAN CRIMINAL JUSTICE	02899	LAB FEES TASER RESERT - POLICE	290.00
LEXIPOL	02757	ANNUAL MEMBERSHIP - POLICE	288.48
CREATIVE PRODUCT SOURCE INC.	01665	HALLOWEEN SUPPLIES - POLICE	202.75
BRENT LISTERMAN	02519	ANNUAL MEMBERSHIP FIREARMS TRAINING - POLICE	75.00
HACH COMPANY	01254	ANNUAL CALIBRATION SVC - WW	1,301.00
USA BLUEBOOK	01850	DEGREASER & SHIPPING - WW	2,038.19
USA BLUEBOOK	01850	GLOVES - WW	77.85
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	483.94
ROCHESTER CREATIONS	02359	UNIFORM SHIRTS - AMB	64.00
ROCHESTER CREATIONS	02359	UNIFORM SHIRTS - AMB	32.00
AUSTIN AVERY	02834	MILEAGE FOR TRAINING - WW	80.40
AIDEN PUNG	02805	MILEAGE FOR TRAINING - WW	80.40

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
HOMEWORKS TRI-COUNTY ELECTRIC	02092	FIBER COST - VAR DEPTS	1,110.19
UM HEALTH-SPARROW OCCUPATIONAL	HLT00340	PRE EMPLOY PHYSICAL - CITY MANAGER, INCOME TAX	468.00
DAN SOWLES	02724	LICENSE RENEW REIM - AMB	200.00
BRIAN RUSSELL	00593	OFFICIAL - REC	270.00
BRYAN SCHEURER	00600	OFFICIAL - REC	225.00
JERRYD SCHEURER	02785	OFFICIAL - REC	60.00
KAYLYNN WIZOREK	02895	OFFICIAL - REC	48.00
ISABEL HONSOWITZ	02896	OFFICIAL - REC	24.00
THEKA ASSOCIATES ENGINEERING, INC.	02557	NEW DIST SUB STA PYMT #6 - ELE RES 22-77	18,030.00
LANSING SANITARY SUPPLY	02485	PAPER SUPPLIES - CEM, CITY HALL	545.11
ELHORN ENGINEERING	00139	EL CHLOR CARBOY - WATER	835.00
STATE OF MICHIGAN	02577	BACTI SAMPLES - WATER	1,620.00
PLEUNE SERVICE COMPANY INC.	00741	QRTLY LABOR/PARTS - ELECTRIC	285.00
CHROUCH COMMUNICATION, INC.	00082	SERVICE CALL/LABOR, PARTS - MTR POOL	355.00
CAPITAL ASPHALT LLC	02578	ASPHALT - MAJ STS	502.50
COOK BROS EXCAVATING	00101	WATER SERVICE 330 KEARNEY - WATER	1,765.00
MOYER CONSTRUCTION	00316	SIDEWALK FILL - LOC STS	3,537.50
CHROUCH COMMUNICATION, INC.	00082	RADIO REPAIR - AMB	75.00
MUNICIPAL SUPPLY CO.	00324	KENT ST PROJ - ELECTRIC	595.00
SELBY LAWN CARE	02736	LAWN SERVICE - ELECTRIC	1,415.00
SELBY LAWN CARE	02736	LAWN CARE - ELECTRIC	1,120.00
CORRIGAN OIL CO, NO. 11	02693	FUEL FOR GENERATOR - ELECTRIC	901.77
RESCO	00392	PADLOCK SEAL RED COLD STAMP - ELECTRIC	659.36
QUALITY CAR & TRUCK REPAIR	02839	M & R #43 - AMB	1,571.51
GRANGER	00175	REFUSE - REFUSE	16,362.98
ANTHONY SMITH	02449	REIMB FOR CDL EXP - WW	65.00
TOM'S FOOD CENTER	00452	VAR SUPPLIES/PURCHASES - VAR DEPTS	1,330.28
FAMILY FARM & HOME	01972	SUPPLIES - WW	100.94
LOIS ELLISON	MISC	INSURANCE OVERPAYMENT REIM - AMB	284.11
Total:			\$146,546.07

**BI-WEEKLY
WAGE REPORT
September 16, 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.	8,995.24	86,696.19	1,764.25	17,873.03	10,759.49	104,569.22
ASSESSOR	-		-	-		
CEMETERY	4,835.65	34,929.26	453.38	9,295.59	5,289.03	44,224.85
POLICE	17,880.72	130,507.90	4,710.71	42,292.73	22,591.43	172,800.63
CODE ENFORCEMENT	27.55	172.30	2.11	13.18	29.66	185.48
PARKS	4,285.47	29,940.79	492.80	4,125.21	4,778.27	34,066.00
INCOME TAX	2,547.68	21,521.38	2,944.19	6,040.33	5,491.87	27,561.71
MAJOR STREETS	4,296.80	27,347.14	1,137.48	10,154.20	5,434.28	37,501.34
LOCAL STREETS	3,674.89	24,099.83	975.29	9,821.40	4,650.18	33,921.23
RECREATION	1,889.50	10,306.28	393.05	2,554.41	2,282.55	12,860.69
AMBULANCE	26,153.22	148,021.08	4,289.33	26,114.40	30,442.55	174,135.48
DDA	2,677.37	16,600.88	377.55	2,817.00	3,054.92	19,417.88
ELECTRIC	24,972.42	154,683.38	4,765.31	48,077.18	29,737.73	202,760.56
WASTEWATER	10,294.58	59,072.12	1,949.89	14,391.42	12,244.47	73,463.54
WATER	7,245.15	40,986.23	1,950.31	14,546.78	9,195.46	55,533.01
MOTOR POOL	1,147.12	5,957.81	273.84	1,693.30	1,420.96	7,651.11
TOTALS:	120,923.36	790,842.57	26,479.49	209,810.16	147,402.85	1,000,652.73

BI-WEEKLY CASH BALANCE ANALYSIS
AS OF 009/11/2024
MEETING DATE 09/16/2024

Fund	Description	Beginning Balance 08/29/2024	Total Cash in	Total Cash out	Cash Balance 9/11/2024	Time Certificates	Ending Balance 9/11/2024
101	GENERAL FUND	1,753,913.61	236,562.70	(300,016.51)	1,690,459.80	218,908.00	1,909,367.80
105	INCOME TAX FUND	243,472.52	83,850.76	(43,247.72)	284,075.56	10,000.00	294,075.56
150	CEMETERY PERPETUAL CARE FUND	67,932.51	181.58	(31.58)	68,082.51		68,082.51
202	MAJOR STREETS FUND	301,959.54	97,041.02	(96,114.70)	302,885.86		302,885.86
203	LOCAL STREETS FUND	26,270.50	26,598.15	(15,743.71)	37,124.94		37,124.94
208	RECREATION FUND	30,957.22	3,437.36	(7,489.75)	26,904.83		26,904.83
210	AMBULANCE FUND	248,695.41	31,648.86	(90,461.04)	189,883.23		189,883.23
245	MSHDA LOFT FUND	-	-	-	-		-
248	DDA FUND	608,668.70	3,349.62	(6,400.78)	605,617.54		605,617.54
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	35,898.49	3,887.53	(16,518.17)	23,267.85		23,267.85
582	ELECTRIC FUND	5,549,007.27	392,563.86	(522,536.45)	5,419,034.68	468,768.00	5,887,802.68
590	WASTEWATER FUND	1,496,417.31	249,393.10	(227,342.27)	1,518,468.14		1,518,468.14
591	WATER FUND	543,342.23	184,131.79	(129,235.74)	598,238.28	407,700.00	912,354.40
661	MOTOR POOL FUND	298,671.06	13,169.83	(27,539.79)	284,301.10		284,301.10
703	CURRENT TAX FUND	114,829.44	614,068.62	(157,550.28)	571,347.78		571,347.78
TOTAL - ALL FUNDS		11,323,398.06	1,939,884.78	(1,640,228.49)	11,623,054.35	1,105,376.00	12,634,846.47
					ELECTRIC-RESTRICTED CASH	453,086.00	453,086.00
					ELECTRIC - MPPA MUNICIPAL TRUST	170,376.44	170,376.44
					CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
					PERPETUAL CARE CD	130,000.00	130,000.00
					INCOME TAX SAVINGS	2,111,295.83	2,111,295.83
					ELECTRIC-PRIN & INT ESCROW	50,614.93	50,614.93
					ELECTRIC- GOLT BOND RESERVE 23	11,035.58	11,035.58
					WASTEWATER DEBT ESCROW	332,682.66	332,682.66
					WASTEWATER REPAIR ESCROW	385,784.31	385,784.31
					WASTEWATER 2022 BOND RESERVE	206,445.11	206,445.11
					DDA-PRIN & INT ESCROW	501.78	501.78
					WATER BOND ESCROW	17,815.61	17,815.61
							16,674,484.72

*Customer Deposit Breakdown

Electric	128,000.00
Wastewater	21,000.00
Water	21,000.00
	<u>170,000.00</u>



PURCHASE ORDER

City of Portland

P.O. 15464

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

VENDOR Box Hub
Suite 300
228 Park Ave S.
New York, NY 10003

DATE: 9.9.2024

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
Shipping Container Storage	248-267.740.00 3		5925⁰⁰ 5940.00
			5940.00
DEPARTMENT HEAD (UP TO \$500) <u>[Signature]</u>		TOTAL	5925⁰⁰

Approved by DDA June 18, 2024 - Budget Amendment \$5000.00

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

[Signature]
Treasurer Initials



INVOICE

228 Park Avenue S.
 Suite 300
 New York,
 NY 10003
 Telephone: +1 (347) 759-0636
 Email: accounting@boxhub.com

Order Number: 32235
 Invoice Number: BX-US-32235
 Invoice Creation Date: 9/10/2024
 Purchase Date: 9/10/2024

Bill to:
 Tina Conner Wellman
 Department of Public Works, 451 Morse Drive
 Portland
 Michigan, United States, 48875
 Phone: 517-647-5027
 Email: dda@portland-michigan.org

Ship to:
 Ken Gensterblum
 Department of Public Works, 451 Morse Drive
 Portland
 Michigan, United States, 48875
 Phone: 517-526-3813
 Email: dda@portland-michigan.org

Payment Method

Shipping Method

Boxhub To Arrange Delivery And Placement

Product Name	Product code	Quantity	Unit Price (USD)	Total (USD)
40ft Standard Double Door New Container from Chicago	CO-40-SD-NEW	1	\$4,550.00	\$4,550.00
Boxhub To Arrange Delivery And Placement	Shipping	1	\$1,390.00	\$1,390.00
Notes:			Subtotal	\$5,940.00
			Tax	\$0.00
			Grand Total	\$5,940.00

Payment Instructions

We accept all major credit cards or payment via ACH/Wire transfer as follows;

Business Name	Boxhub Inc.
Business Address	228 Park Avenue S, Suite 300, New York, NY 10003
Bank Name	Bank of America
Bank Address	PO Box 25118, Tampa, FL 33622
Account Holder	Boxhub Inc.
Account Number	483085988081
Routing Number (ACH)	021000322
Routing Number (Wire Transfers)	026009593

Forward all payment remittances to accounting@boxhub.com



Invoice

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

September 5, 2024
 Project No: 866480
 Invoice No: 70863

Project 866480 Portland - EGLE TMF Project 2024
For professional services rendered for the period July 28, 2024 to August 24, 2024

Billing Phase	Fee	% Work Complete	Amount Billing	Previous Billing	Current Billing
Design	5,300.00	100.00	5,300.00	5,300.00	0.00
Bidding	2,200.00	100.00	2,200.00	1,100.00	1,100.00
Construction	19,900.00	25.00	4,975.00	0.00	4,975.00
Costruction RPR	31,000.00	0.00	0.00	0.00	0.00
Total Fee	58,400.00		12,475.00	6,400.00	6,075.00
Total Fee					6,075.00
Total this Invoice					\$6,075.00

*Thank you for your business, it is sincerely appreciated.
 If there are any questions regarding this invoice or the services provided, please contact us at FVEAccountant@fveng.com.*

Terms: Net 15 days

Important Update
 Effective July 1, 2024, our ACH bank account information has changed. Please update your payment records accordingly.

Bank Name: Comerica Bank
Routing Number: 072000096
Account Number: 1853988416

We encourage clients to pay via ACH for enhanced security and efficiency. However, if you prefer to continue paying by check, please remit payment to the address on this invoice.

To confirm the details of this change, or for any other questions related to your invoice, please contact your F&V support team at 616.977.1000.



PURCHASE ORDER

City of Portland

P.O. 15186

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

VENDOR MECA

DATE: 9/3/24

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
<u>Safety Dues</u>	<u>582.201.958</u>		<u>14,963</u>
DEPARTMENT HEAD (UP TO \$500) <u>200</u>		TOTAL	<u>14,963</u>

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

MTB
Treasurer Initials



10125 W. Watergate Road, Cadillac, MI 49601

Phone: (231) 775-5700 Fax:

Bill To: City of Portland
Attn: Mike Hyland
259 Kent Street
Portland, MI 48875

Customer ID: 10015
Internal ID: 10090

Invoice Date	Invoice Number	Due Date	Total Due
September 3, 2024	112300226	December 1, 2024	\$ 14,963.00

Period	Description	Amount
2025	Safety Dues (Yearly)	\$ 14,963.00

Total	\$ 14,963.00
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ACH Payment Instructions
 Bank Name: Mercantile Bank of Mich.
 Routing Number: 072413829
 Account Number: 4100379683

Check Payment Instructions
Michigan Electric Cooperative Association
 c/o Accounts Receivable
 10125 W. Watergate Road
 Cadillac, MI 49601

Contact Information
 Accounting services for MECA are managed by tdesjardins@wpsci.com (231) 779-3398
 Wolverine Power Cooperative. For questions regarding this invoice, contact Tricia DesJardins

Portland Area Fire Authority
 773 E Grand River Ave
 Portland, MI 48875

Invoice

Invoice #: 31443
Invoice Date: 10/1/2024
Due Date: 10/31/2024
Project:
P.O. Number: 2nd Qtr

Bill To:
 City of Portland
 259 Kent St.
 Portland, MI 48875

Date	Description	Amount
10/1/2024	<p>2nd Quarter Fire Services - October - December 2024 Note the invoice is based on the existing fire budget as per the Fire Authority Agreement. The following is a breakdown based on the existing annual budget of \$352,985.</p> <p>City of Portland - 40.81% = \$144,053.18 divided by 4 = (3 pmts-\$36,013.29/ 1 pmt \$36,013.31)</p> <p>Portland Twp. - 36.64% = \$129,333.70 divided by 4 = (3 pmts - \$32,333.42/1 pmt \$32,333.44)</p> <p>Danby Twp. - 22.55% = \$79,598.12 divided by 4 = (4 pmts of \$19,899.53)</p>	36,013.29

We appreciate your prompt payment.

Total	\$36,013.29
Payments/Credits	\$0.00
Balance Due	\$36,013.29



Sept 9, 2024

Mr. Douglas Terry, Interim City Manager

City of Portland

259 Kent Street

Portland, MI 48775

RE: August 2024 Monthly Operation Report

Dear Mr. Terry:

Attached is our Monthly Operation Report for the operation of the Wastewater Treatment Plant for the month of August 2024. I will submit future progress reports on a monthly basis for your review. All information and data used to compile this report is available for your review. If you have any questions, please email me at, tsmith@portland-michigan.org.

Sincerely,

A handwritten signature in blue ink, appearing to read 'T. Smith', is written over a horizontal line.

Tony Smith

City of Portland WWTP Superintendent

● ADMINISTRATIVE REPORT

The August 2024 Discharge Monitoring Report (DMR) was submitted to the Michigan Department of Environment, Great Lakes and Energy (EGLE). The average influent flow was 330,000 gallons per day. The daily maximum flow was 396,000 GPD. The WWTP discharged a total of 8.863 MG (million gallons) of final effluent to the Grand River for the month of August and treated a total of 10.224 MG (million gallons) of influent (raw wastewater). The Monthly Operating Report (MOR) is included in this report.

● Action Items

-The WWTP staff continues to work with contractors to dial in the automated control features with the new equipment upgrades. The 3 main automated features include Sludge withdrawal, sludge thickening and sludge transfer. Midwest Power was onsite early August to install the West Clarifier Actuator for the Sludge Withdrawal sequence. We discovered shortly after that the valve was installed incorrectly. The valve was clocked in a manner which never fully allowed the west clarifier valve to close, which made it very difficult to maintain a proper sludge blanket in the clarifiers. Midwest Power and Kennedy Industries were made aware of the issue and corrected it later in August.

-Weidmueller was on site multiple times to program and adjust any issues we have discovered with the programming along the way. To date the three main sequences have been tested multiple times and seem to be working well. City staff also continues to dial in the aerobic digester controls. The new controls allow mixing and oxygen control. The mixing is controlled by a compressor which sends air pulses to an inner and outer diffuser line in both Digesters in an alternating pattern. The process air is controlled by D.O. sensor "dissolved oxygen" which when it hits a setpoint .5 mg/l it turns on a designated digester blower. When a high setpoint of 2.5mg/l D.O. is achieved it communicates to the blower to shut down. These functions allow the digesters to go from an aerobic state "abundance of free oxygen", to a state of anoxic "little to no free oxygen". This environment is ideal for endogenous respiration, since there isn't a continuous supply of food for the microorganisms to survive, they in turn begin to cannibalize themselves and further break down the sludge inventory.

- WWTP staff has been organizing and reclaiming areas of the WWTP that have been under construction for the past 19 months.

-Roamer has mobilized and began their boring attempts under the Looking Glass River. The initial bore failed and after relocating to Kent St. to try and bore from the opposite side they had the same result. After much discussion and concerns City Staff, F & V and Roamer decided on relocating the manhole structure in the soon to be demolished I03 lot. Roamer has a pilot bore that successfully landed underneath the current I03 building. Once the building is demolished, Roamer will continue on the project. For now, the project is at a stand still until demo work can be completed.

- City Staff along with F&V and contractors continue to work through the items remaining on the punch list. City staff and F&V have also continued conversations about best use of the remaining funds from contingency funds and also remaining funds from the appropriations. Items include WWTP lab upgrades, which would include a suitable break room, shower and locker room for employees, windows and HVAC

system. Also on the list is a portable 6" trash pump for high flow events, CIPP- fixing of known trouble spots in the collection system.

● WASTEWATER MAINTENANCE

-The WWTP staff completed 152 preventative maintenance work orders from our HIPPO computerized maintenance program (CMMS). The CMMS will be updated to accommodate all of the new equipment this fall.

-The WWTP staff pulled and cleaned the Ultra-Violet disinfection racks multiple times in August.

-WWTP staff pulled and cleaned the floats at our Riverside lift station, hosed down the wet well and added degreaser to all of the lift stations and headworks wet well. This helps to further break down any fats, oils and grease and prevents it from collecting in our storage tanks.

-The annual Clarifier maintenance was started in August. Plant staff took the east clarifier down and replaced the suction bar squeegees and skimmer assembly. While the clarifier was offline the oil for the drive was also changed before returning the unit to service. We are looking to take down the west clarifier in September also for routine maintenance.

-Plant staff and DPW staff cleared and staked the sanitary manholes and hydrants from the rest area to the Cutler Road lift station in preparation for cleaning of the sanitary sewer main next month.

-Annual calibrations of lab equipment and flow meter are scheduled for next month, also the annual lift station maintenance is also scheduled for September. Calibration and records of are required by EGLE.

-WWTP plant staff cleaned and root cut 1800 feet of sewer main during the month of August. With the warmer weather upon us staff will be out completing street maintenance 2-3 times weekly. With the use of the Gap-Vac truck the city is able to clean and root cut around 40-50,000 feet of main annually.

● OPERATIONS/ UPGRADE NOTES

-The WWTP continues to work with contractors throughout the upgrade process. We are discussing daily how the new process is being adjusted and continue to learn the new system. The new valving and pumping processes have proven to be pretty versatile.

-With the WWTP project slowly coming to an end, we are still working on some minor punch list items. There is an Open House scheduled on September 19th from 1-4pm for anyone interested in checking out the work that has been done and touring the facility.

● EMERGENCY ALARM CALL-OUTS

-There was 0 after hours call outs for the month of August 2024. City staff performed a sewer inspection at the Peake Building after the lateral was reconnected to the sewer main. City staff also responded to a sewer backup on Cross St. The issue was determined to be in the sanitary lateral.

● DAILY FLOW SUMMARY

The wastewater flow was monitored using the facility's influent and effluent flow meters. The chart below shows the flow readings for the month of August 2024. The average influent flow during this period was 330,000 gallons per day and the average effluent flow during this period was 286,000 gallons per day. We had (9) days with measurable precipitation which totaled 3.09 inches. The influent flow is higher than the effluent flow due to solids removal and due to recycle flows which are measured twice.



FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

F&Vconstruction
Design-Build | General Contractor | Construction Manager



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.



PORTLAND WWTP DAILY DISCHARGE MONITORING REPORT

PERMITTEE NAME: City of Portland WWTP
 MAILING ADDRESS: 259 Kent St.
 Portland, MI 48875
 FACILITY: Portland WWTP
 LOCATION: 259 Kent St.
 Portland, MI 48875

PERMIT NUMBER: MIG570220
 DISTRICT: West Michigan
 COUNTY: Ionia
 MONITORING POINT: 001A
 MONITORING PERIOD: Aug-24

PARAMETER	Flow	Total Suspended Solids 7 Day Ave	Total Suspended Solids 7 Day lbs. Ave	Total Suspended Solids	Total Suspended Solids	Carbonaceous Biochemical Oxygen Demand 7 Day Ave	Carbonaceous Biochemical Oxygen Demand 7 Day Ave	Carbonaceous Biochemical Oxygen Demand (CBOD5)	Carbonaceous Biochemical Oxygen Demand (CBOD5)	Ammonia Nitrogen (as N)	Total Phosphorus (as P)	Fecal Coliform 7 Day Geo	Fecal Coliform	CBOD	Total Suspended Solids	PH MIN	PH MAX	Dissolved Oxygen
NAME CODE	50050	530.00	530.0	530	530.0	80082.0	80082.00	80082.0	80082.00	610.00	665.00	74055.00	74055	Percent Removal	Percent Removal	400	400.00	300
MONITORING POINT	001A	001A	001A	001A	001A	001A	001A	001A	001A	001A	001A	001A	001A	Percent Removal	Percent Removal	001A	001A	001A
STAGE	1	B	B	B	B	B	B	B	B	B	B	1.00	1			1	1.00	1
UNIT	MGD	mg/l	lbs.	mg/l	lbs.	mg/l	lbs.	mg/l	lbs.	mg/l	mg/l	cts/100 ml	cts/100 ml			S.U.	S.U.	mg/l
1-Aug-24	0.312			8.8	22.9			6.1	15.9		1.18		16	97	96	7.3	7.3	5.3
2-Aug-24	0.333																	
3-Aug-24	0.361																	
4-Aug-24	0.332																	
5-Aug-24	0.292																	
6-Aug-24	0.310			7.2	18.6			5.6	14.5		0.69		46	98	97	7.2	7.2	5.7
7-Aug-24	0.322	8.3	21.7	8.8	23.6	5.6	14.6	5.0	13.4	0.217	0.79	35	60	98	97	7.2	7.2	5.5
8-Aug-24	0.310	7.7	20.3	7.2	18.6	4.9	12.9	4.2	10.9		0.76	42	27	98	97	7.2	7.2	5.5
9-Aug-24	0.276	7.7	20.3			4.9	12.9					42						
10-Aug-24	0.255	7.7	20.3			4.9	12.9					42						
11-Aug-24	0.267	7.7	20.3			4.9	12.9					42						
12-Aug-24	0.268	7.7	20.3			4.9	12.9					42						
13-Aug-24	0.298	8.1	21.0	8.4	20.9	5.3	13.7	6.8	16.9		0.67	46	60	98	98	7.3	7.3	6.5
14-Aug-24	0.266	8.0	19.4	8.4	18.6	6.0	14.4	6.9	15.3	0.218	0.71	39	36	98	97	7.2	7.2	5.5
15-Aug-24	0.269	6.9	16.2	4	9.0	6.5	15.0	5.7	12.8		0.77	50	57	97	98	7.2	7.2	5.6
16-Aug-24	0.282	6.9	16.2			6.5	15.0					50						
17-Aug-24	0.267	6.9	16.2			6.5	15.0					50						
18-Aug-24	0.296	6.9	16.2			6.5	15.0					50						
19-Aug-24	0.317	6.9	16.2			6.5	15.0					50						
20-Aug-24	0.238	11.6	24.1	22.5	44.7	5.9	12.7	5.0	9.9		1.47	56	84	99	95	7.2	7.2	4.9
21-Aug-24	0.255	11.4	23.3	7.7	16.4	5.2	11.1	5.0	10.6	0.152	0.79	100	208	99	99	7	7	5.3
22-Aug-24	0.278	11.8	24.4	5.3	12.3	4.6	9.7	3.7	8.6		0.81	152	200	99	98	7.1	7.1	5.3
23-Aug-24	0.191	11.8	24.4			4.6	9.7					152						
24-Aug-24	0.304	11.8	24.4			4.6	9.7					152						
25-Aug-24	0.326	11.8	24.4			4.6	9.7					152						
26-Aug-24	0.318	11.8	24.4			4.6	9.7					152						
27-Aug-24	0.283	8.3	19.0	12	28.3	5.0	11.4	6.4	15.1		0.79	81	13	98	97	7	7	5.1
28-Aug-24	0.275	8.8	20.4	9	20.6	4.9	11.3	4.5	10.3	0.126	0.73	53	56	98	98	7.1	7.1	5.4
29-Aug-24	0.257	8.9	20.4	5.7	12.2	5.2	11.8	4.6	9.9		0.65	25	22	98	98	6.9	6.9	5.6
30-Aug-24	0.262	8.9	20.4			5.2	11.8					25						
31-Aug-24	0.243	8.9	20.4			5.2	11.8					25						
Average	0.286			8.8	20.5			5.3	12.6		0.83		49	98	97			
MIN	0.191													97	95	6.9		4.9
MAX	0.361	11.8	24.4			6.5	15.0				1.47	152					7.3	

August 2024

FINAL EFFLUENT

DAY	CBOD -5					T.S.S					V.S.S	TOTAL PHOSPHORUS			pH	DO	FECAL		AMMONIA		
	mg/l	mg/l	lbs/day	lbs	%	mg/l	mg/l	lbs/day	lbs	%		mg/l	mg/l	lbs/day			%	su	mg/l	COLIFORM	NITROGEN
	7-day		7-day		Rem.	7-day		7-day		Rem.		Rem.					cts/100 ml	7-day	mg/l	lbs/day	
	Avg		Avg			Avg		Avg									GEO				
1	6.1		15.9		97	8.8		22.9		96	6	1.180	3.1	76	7.3	5.3	16				
2																					
3																					
4																					
5																					
6	5.6		14.5		98	7.2		18.6		97	5.2	0.686	1.8	89	7.2	5.7	46				
7	5.0	5.6	13.4	14.6	98	8.8	8.3	23.6	21.7	97	6.4	0.785	2.1	86	7.2	5.5	60	35	0.22	0.5	
8	4.2	4.9	10.9	12.9	98	7.2	7.7	18.6	20.3	97	4.4	0.755	2.0	86	7.2	5.5	27	42			
9		4.9		12.9			7.7		20.3									42			
10		4.9		12.9			7.7		20.3									42			
11		4.9		12.9			7.7		20.3									42			
12		4.9		12.9			7.7		20.3									42			
13	6.8	5.3	16.9	13.7	98	8.4	8.1	20.9	21.0	98	6.0	0.672	1.7	90	7.3	6.5	60	46			
14	6.9	6.0	15.3	14.4	98	8.4	8.0	18.6	19.4	97	6.4	0.714	1.6	89	7.2	5.5	36	39	0.22	0.5	
15	5.7	6.5	12.8	15.0	97	4.0	6.9	9.0	16.2	98	2.4	0.769	1.7	86	7.2	5.6	57	50			
16		6.5		15.0			6.9		16.2									50			
17		6.5		15.0			6.9		16.2									50			
18		6.5		15.0			6.9		16.2									50			
19		6.5		15.0			6.9		16.2									50			
20	5.0	5.9	9.9	12.7	99	22.5	11.6	44.7	24.1	95	17.0	1.470	2.9	88	7.2	4.9	84	56			
21	5.0	5.2	10.6	11.1	99	7.7	11.4	16.4	23.3	99	5.3	0.786	1.7	92	7.0	5.3	208	100	0.15	0.3	
22	3.7	4.6	8.6	9.7	99	5.3	11.8	12.3	24.4	98	2.3	0.812	1.9	88	7.1	5.3	200	152			
23		4.6		9.7			11.8		24.4									152			
24		4.6		9.7			11.8		24.4									152			
25		4.6		9.7			11.8		24.4									152			
26		4.6		9.7			11.8		24.4									152			
27	6.4	5.0	15.1	11.4	98	12.0	8.3	28.3	19.0	97	7.0	0.789	1.9	91	7.0	5.1	13	81			
28	4.5	4.9	10.3	11.3	98	9.0	8.8	20.6	20.4	98	7.3	0.726	1.7	88	7.1	5.4	56	53	0.13	0.0	
29	4.6	5.2	9.9	11.8	98	5.7	8.9	12.2	20.4	98	3.3	0.649	1.4	90	6.9	5.6	22	25			
30		5.2		11.8			8.9		20.4									25			
31		5.2		11.8			8.9		20.4									25			
M/M																					
TL																					
GA																					
ME	5.3		12.6		98	8.8		20.5		97	6.1	0.83	1.9	88		5.5	48.5		0.2	0.3	
WGA																					
WA																					
M/M = Maximum/Minium; TL = Total; GA = Geometric Average; ME = Mean Average; WGA = Weighted Geometric Average; WA = Weighed Avg.																					
REMARKS:																					

Total pounds are the multiplication of the monthly average by the number of days in the month.

City of Portland, MI

August 2024

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

RAW INFLUENT

DAY	WEATHER		FLOW DATA						TEMP °C	PH SU	CBOD - 5 Day		TSS		V.S.S mg/l	TOTAL PHOSPHORUS		Day
	Type	Precip	Total	Total		Peak	Min											
			Effluent	7-day	Influent	7-day					mg/l	lbs/day	mg/l	lbs/day		mg/l	lbs/day	
	Code	Inches	mgd	Avg	mgd	Avg	mgd	mgd										
1	234	0.3	0.312		0.375		0.60	0.26	21.5	7.6	234	732	220	688	188	5.0	15	1
2	23	0.00	0.333		0.366		0.68	0.29										2
3	12	0.00	0.361		0.396		0.70	0.35										3
4	2,3	0.00	0.332		0.375		0.66	0.31										4
5	2,3,4	0.26	0.292		0.339		0.60	0.29										5
6	2,3,4	0.84	0.310		0.351		0.74	0.28	20.9	7.6	328	960	272	796	240	6.5	19	6
7	1,2	0.00	0.322	0.323	0.371	0.368	0.66	0.29	20.7	7.7	253	783	256	792	228	5.7	18	7
8	1,2	0.00	0.310	0.275	0.359	0.313	0.64	0.24	21.1	7.7	256	766	220	659	192	5.4	16	8
9	1,2	0.00	0.276	0.315	0.321	0.359	0.57	0.35										9
10	1,2	0.00	0.255	0.300	0.296	0.345	0.55	0.31										10
11	1,2	0.00	0.267	0.290	0.308	0.335	0.52	0.30										11
12	1,2	0.00	0.268	0.287	0.322	0.333	0.59	0.33										12
13	1,2	0.00	0.298	0.285	0.354	0.333	0.73	0.25	20.7	7.6	370	1092	336	992	288	6.4	19	13
14	1,2	0.00	0.266	0.277	0.316	0.325	0.60	0.27	21.5	7.7	320	843	252	664	224	6.7	18	14
15	2,3,4	0.70	0.269	0.271	0.324	0.320	0.69	0.30	21.0	7.5	200.8	543	248	670	212	5.4	15	15
16	234	0.22	0.282	0.272	0.318	0.320	0.62	0.26										16
17	234	0.29	0.267	0.274	0.295	0.320	0.69	0.29										17
18	2,3,4	0.09	0.296	0.278	0.315	0.321	0.64	0.34										18
19	2,3	0.00	0.317	0.285	0.353	0.325	0.68	0.27										19
20	1,2	0.00	0.238	0.276	0.289	0.316	0.57	0.27	20.4	7.4	440	1061	492	1186	388	11.8	28	20
21	1,2	0.00	0.255	0.275	0.300	0.313	0.60	0.32	20.3	7.1	397.5	995	544	1361	352	10.2	26	21
22	2	0.00	0.278	0.276	0.328	0.314	0.60	0.30	20.9	7.3	345	944	240	657	196	7.0	19	22
23	2	0.00	0.191	0.263	0.306	0.312	0.60	0.30										23
24	2	0.00	0.304	0.268	0.335	0.318	0.80	0.35										24
25	1,2	0.00	0.326	0.273	0.363	0.325	0.71	0.34										25
26	1,3,4	0.05	0.318	0.273	0.351	0.325	0.63	0.29										26
27	2,3,4	0.34	0.283	0.279	0.320	0.329	0.63	0.34	22.2	7.7	315	841	464	1238	272	8.6	23	27
28	3	0.00	0.275	0.282	0.307	0.330	0.58	0.26	22.0	7.5	285	730	564	1444	280	6.0	15	28
29	2,3	0.00	0.257	0.279	0.300	0.326	0.58	0.26	21.6	7.4	292	731	248	620	204	6.4	16	29
30	3	0.00	0.262	0.289	0.299	0.325	0.60	0.35										30
31	1,2	0.00	0.243	0.281	0.272	0.316	0.54	0.28										31
TL		3.09	8.863		10.224		19.60	9.24	274.8	97.8								
MAX																		
ME		0.10	0.286		0.330		0.63	0.30	21.1	7.5	310	872	335	905	251	7.0	19	
REMARKS:																		

August 2024

MBBR Process Control

DAY	Aeration Volume KCF	Detent. Time Hours	CRT Days	Organic Loading F/M	DO W	DO E	AIR SUPPLY CuFt./D	WAS gal	WAS lbs
1	24	11.5	#DIV/0!			3.1	1.44	17.96	0
2	24	11.7	#DIV/0!			3.1	1.44	0.00	0
3	24	10.8	#DIV/0!			3.1	1.44	0.00	0
4	24	11.5	#DIV/0!			3.1	1.44	8.04	0
5	24	12.7	#DIV/0!			3.1	1.44	12.80	0
6	24	12.2	#DIV/0!			3.1	1.44	3.00	0
7	24	11.6	#DIV/0!			3.1	1.44	3.00	0
8	24	12.0	#DIV/0!			3.1	1.44	4.00	0
9	24	13.4	#DIV/0!			3.1	1.44	6.00	0
10	24	14.5	#DIV/0!			3.1	1.44	6.00	0
11	24	13.9	#DIV/0!			3.1	1.44	6.00	0
12	24	13.3	#DIV/0!		3.6	3.7	1.44	0.00	0
13	24	12.1	#DIV/0!		3.5	3.5	1.44	6.00	0
14	24	13.6	#DIV/0!		3.4	3.8	1.44	6.00	0
15	24	13.3	#DIV/0!		3.3	3.7	1.44	10.97	0
16	24	13.5	#DIV/0!		3.4	3.1	1.44	10.00	0
17	24	14.6	#DIV/0!		4	3.6	1.44	8.50	0
18	24	13.6	#DIV/0!		3.3	3.6	1.44	0.00	0
19	24	12.2	#DIV/0!		3.7	1.8	1.44	9.50	0
20	24	14.9	#DIV/0!		3.7	1.9	1.44	11.58	0
21	24	14.3	#DIV/0!		3.3	3.4	1.44	6.00	0
22	24	13.1	#DIV/0!		3.3	1.7	1.44	6.00	0
23	24	14.1	#DIV/0!		3.45	1.0	1.44	6.00	0
24	24	12.8	#DIV/0!		5.22	5.1	1.44	0.01	0
25	24	11.8	#DIV/0!		5.38	5.6	1.44	7.73	0
26	24	12.2	#DIV/0!		4.2	4.3	1.44	6.00	0
27	24	13.4	#DIV/0!		2.9	3.3	1.44	9.01	0
28	24	14.0	#DIV/0!		3.4	3.4	1.44	0.00	0
29	24	14.3	#DIV/0!		4	4.6	1.44	7.61	0
30	24	14.4	#DIV/0!		3.2	3.7	1.44	9.50	0
31	24	15.8	#DIV/0!		4	5.4	1.44	0.00	0
TL								187.20	0
ME	24	13.1	#DIV/0!	#DIV/0!	4	3.4	1.44	6.04	0
REMARKS:									

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

August 2024

MISCELLANEOUS DATA

DAY	OUTFALL OBSERVATION	GRIT	NAT. GAS	ELECT. WWTP	ELECT. Riverside Lift Stat.	ELECT. Canal Lift Stat.	ELECT Cutler Lift Stat.	FERRIC CHLORIDE	Polymer Sludge Thickener gallons
	yes/no	cf	cf	kwh	kwh	kwh	kwh	lbs	
SF				1					
1	y		0	200	16	14	7	276	0.0
2	y		0	184				276	0.0
3	n		0	168				276	0.0
4	n		0	192	50	40	26	276	0.0
5	n		0	208				304	0.0
6	y	40.5	0	176	44	28	21	304	0.0
7	y		0	176				304	0.0
8	y		0	184	36	28	21	304	0.0
9	y		0	160				304	0.0
10	n		0	168				304	0.0
11	n		0	160				304	0.0
12	n		0	160	102	58	41	304	0.0
13	y	40.5	0	168				304	0.0
14	y		0	200				304	0.0
15	y		0	208	24	39	26	304	1.9
16	y		0	200				248	0.0
17	n		0	192				248	0.0
18	n		0	192	29	42	33	248	0.0
19	n		0	192				248	0.0
20	y	40.5	0	184	37	30	24	248	0.0
21	y		0	216				304	0.0
22	y		0	200	18	27	23	304	11.2
23	y		0	184				304	0.0
24	n		0	160			27	304	0.0
25	n		0	192	22	39		304	0.0
26	n		0	224				304	0.0
27	y	40.5	0	224	14	27	13	304	0.0
28	y		0	208				304	0.0
29	y		0	216	16	27	17	304	0.0
30	y		0	192				304	0.0
31	n		0	192	34	55	44	304	0.0
TL		162.0	0.0	5880	442	454	323	9032	13.1
ME		40.5	0	190	34	35	25	291	0.4
REMARKS:									
Total lbs are figured by multiplying the monthly average by the number of days in the month.									

Plant Manager: Tony Smith

City of Portland, MI

August 2024

DIGESTER BIOSOLIDS

SF DAY	RAW SLUDGE						BIOSOLIDS						
	Amt.	Percent	Digester	Digester	PH	TEMP.	SLUDGE	PH	T. S.	V. S.	VA/TA	VOLATILE	GAS
	Pumped	Total	% Vol.	Loading			TEMP.				RATIO	SOLIDS	Produced
	gal	Solids	Solids	lbs/1000 cuft.		C.	C.		%	%		REDUCTION	CuFt X 100
1													
2													
3				#VALUE!								#DIV/0!	
4													
5												#DIV/0!	
6													
7													
8													
9													
10				#VALUE!								#DIV/0!	
11													
12													
13													
14				#VALUE!								#DIV/0!	
15													
16													
17				#VALUE!								#DIV/0!	
18													
19													
20													
21				#VALUE!								#DIV/0!	
22		1.6	52.9		7.3	25.2	25.6	7.4	8.3	55.2			
23													
24				#VALUE!								#DIV/0!	
25													
26													
27													
28				#VALUE!								#DIV/0!	
29													
30													
31				#VALUE!									
TL	0												0
ME	#DIV/0!	1.6	53	#VALUE!	7.3	25.2	25.6	7.4	8.3	55		#DIV/0!	#DIV/0!
REMARKS:		Loading Rate = .02 -.10 lb/cu. ft.											

Digester Volume:
 Primary: 14700
 Secondary: 14700

Process Pattern:
 Primary, Secondary, Land Application

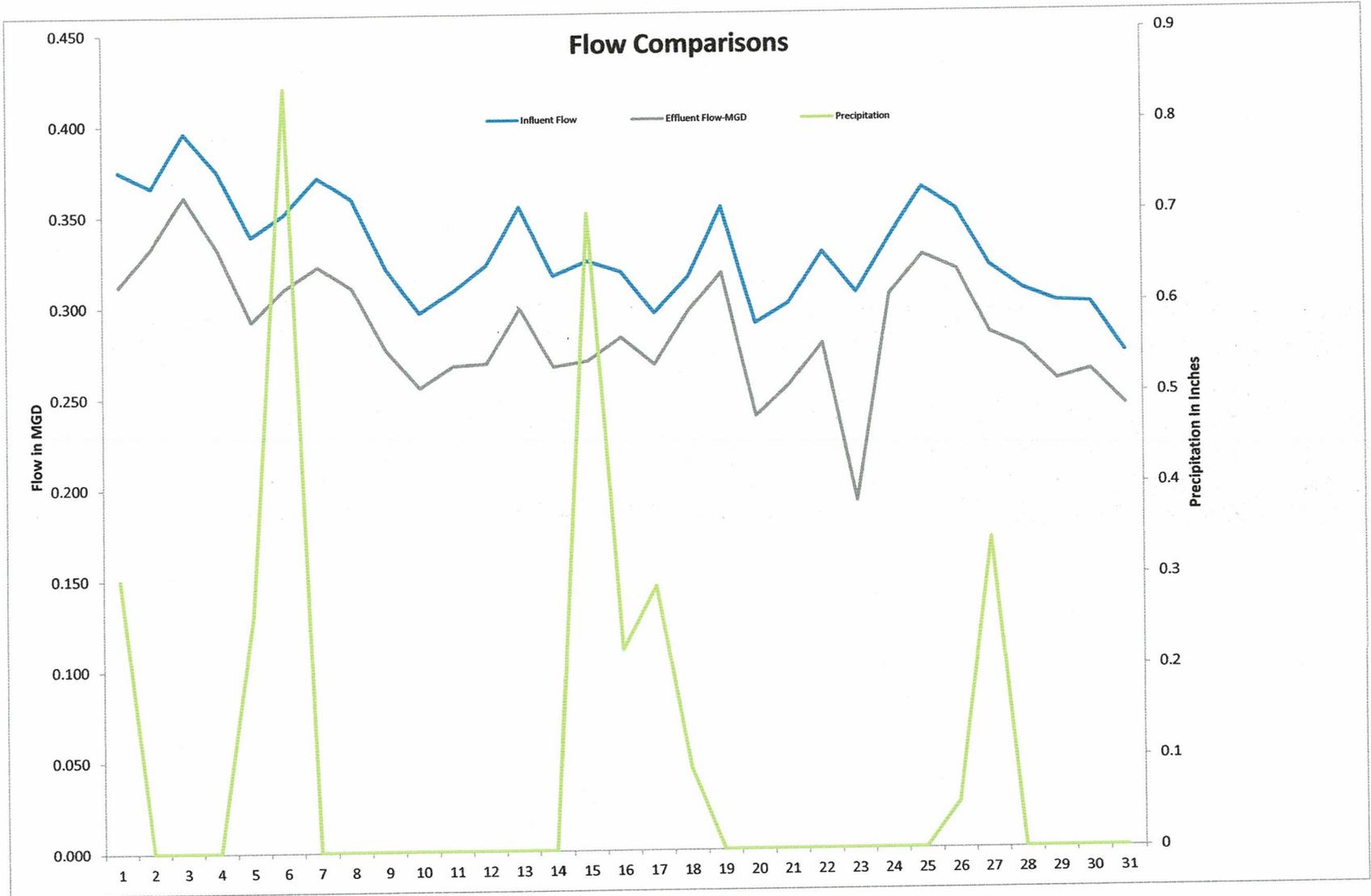
City of Portland, MI

August 2024

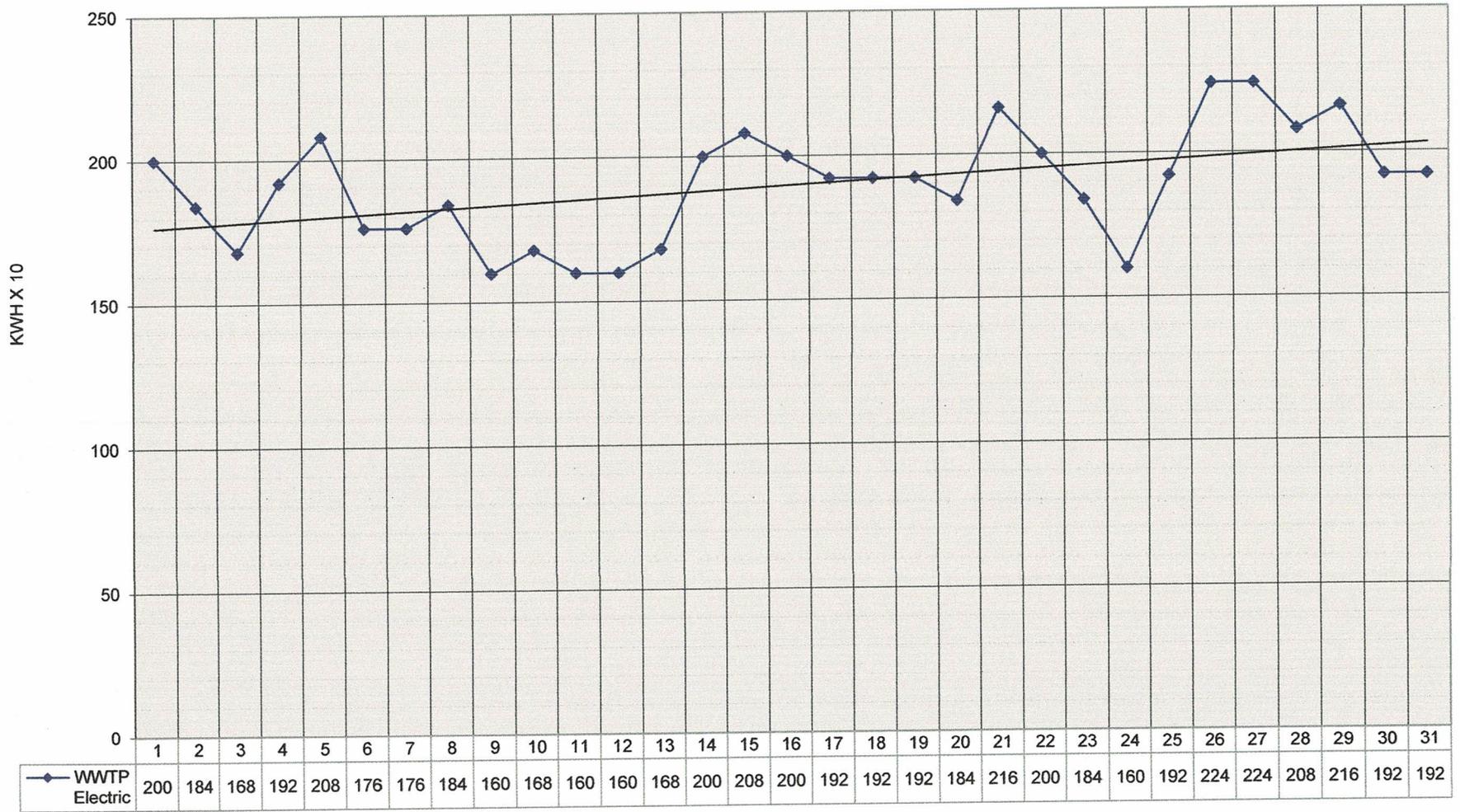
SOLIDS DISPOSAL

DAY	SUPERNATANT							BIOSOLIDS DISPOSAL				SITE #	DRY TONS APPLIED.
	AMT.	PH	TOTAL	VOL.	SUSP.	Phosp.	PHOSP.	SOLIDS	AMOUNT	TOTAL	VOL.		
			SOLIDS	SOLIDS	SOLIDS			TO BED	HAULED	SOLIDS	SOLIDS		
	gal.		%	%	mg/l	mg/l	lbs	lbs	gal	%	%		
1	0							0.0					
2	0							0.0					
3	15910.1							0.0					
4	15910.1							0.0					
5	0							0.0					
6	0							0.0					
7	0							0.0					
8	0							0.0					
9	0							0.0					
10	0							0.0					
11	0							0.0					
12	21394.6							0.0					
13	21394.6							0.0					
14	3006.12							0.0					
15	0							0.0					
16	0							0.0					
17	0							0.0					
18	0							0.0					
19	14774.8							0.0					
20	0							0.0					
21	0							0.0					
22	0							0.0					
23	0							0.0					
24	0							0.0					
25	0							0.0					
26	0							0.0					
27	0							0.0					
28	0							0.0					
29	0							0.0					
30	0							0.0					
31	0							0.0					
TL	92390.2							0.0	0				
ME													

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



WWTP ELECTRIC



City Of Portland
Water Department
Monthly Water Report
August 2024

Monthly Water Production

Well #4	5,040,000 Gallons
Well #5	0 Gallons
Well #6	7,065,000 Gallons
Well #7	106,000 Gallons

Daily Water Production

Well #4	162,580 Gallons
Well #5	0 Gallons
Well #6	227,903 Gallons
Well #7	3,419 Gallons

Daily Average Water Production for All Wells 393,902 Gallons

Total Water Production for the Month 12,211,000 Gallons

Total Water Production for the Previous Month 14,142,000 Gallons

Total Production decreased by 1,931,000 Gallons

Total Production for This Month from the Previous Year 13,349,000 Gallons

Total Production decreased by 1,138,000 Gallons

Rodney D. Smith Jr.
Water Technician

City of Portland
Status Report of Engineering Activities
September 13, 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. The inspection work is scheduled for Wednesday, September 18. The bridge will be closed at approximately 8:45am after school traffic clears and plan to reopen at approximately 2:15pm before high school traffic resumes. If the inspection work can't be completed in that timeframe, we will finish after school traffic subsides or on a subsequent day.**

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

- Primary City Points of Contact: Ken Gensterblum, Rod Smith
- F&V Project Manager: Katie Strohauser
- 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 meeting with staff on Tuesday, September 17 to review.**

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 is scheduled for the afternoon of Thursday, September 19.**
- 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 has temporarily demobilized and will resume drilling for the Looking Glass River crossing following building demolition so that the drill head can be excavated to clear the suspected layer of rock/cobble causing alignment issues.**
 - 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 vector 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 open to traffic.
- **The 100 block will be completed and open to traffic in September or early October, depending on scheduling of concrete at Grand River Avenue, asphalt paving and pavement markings.**
- 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 plans to complete the building demolition work coordinated with the river crossing and the remaining work can be rebid for spring 2025 construction.**
- 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 contract documents are in process.**
- Potholing 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
SEPTEMBER 10, 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)
- VII. Unfinished Business**
 - A.
- VIII. New Business**
 - A. Public Hearing to receive comments regarding the proposed Homeowner Emergency Program
 - B. Request Approval of the Ionia County Emergency Home Improvement Guidelines and Signature on Certifying Officer Designation and Authorized Signature Designation Form- Marilyn Smith/Patrick Jordan
 - C. Reappointment to Amateur Radio Emergency Services/Radio Amateur Civil Emergency Services Emergency Coordinator (ARES/ RACES Coordinator)
 - Michael Carigon, 3 year term
 - D. Reappointment to Commission on Aging Board
 - Laura Linebaugh, 3 year term
 - E. Appointment to Department of Human Services Board
 - Nancy Haga, 3 year term
 - F. Request for signatures on OAA Contract No. 61.54-FY25.1 with Area Agency on Aging of Western Michigan- Carol Hanulcik
 - G. Request Ratification of Agency Signature on MDOT Agreement 2022-0075 P4- Carol Hanulcik

- H. Request Approval to Repair Bridges 4031, 4054, and 4064-Linda Pigue
- I. Request for Sunfield Highway repair and moving Gunn and Ramsey Drain-Linda Pigue

IX. Department Reports

- A. Road Department

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

- Central Dispatch-One-two-year Emergency Medical Representative and one-two-year Township Board Representative
- Department of Human Service 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

Appointments for consideration in the month of October 2024:

- Department of Human Services Board

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-21549**

- Consumers Energy Company requests Michigan Public Service Commission’s approval to commence a renewable energy cost reconciliation proceeding for the 12-month period ended December 31, 2023.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 800-477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission’s website at: michigan.gov/mpscedockets.
- A pre-hearing will be held:

DATE/TIME: Wednesday, September 11, 2024 at 9:00 AM

BEFORE: Administrative Law Judge Lesley C. Fairrow

LOCATION: Video/Teleconference

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company’s (Consumers Energy) August 1, 2024 application requesting the Commission to: 1) determine that Consumers Energy Company’s 2023 Renewable Energy Cost Reconciliation is reasonable and meets all relevant requirements under Act 295, as amended; 2) reconcile the pertinent revenues recorded and the allowance for the non-volumetric revenue recovery mechanism with the amounts actually expensed and projected according to Consumers Energy’s plan for compliance, including: (i) making a determination of its compliance with the Renewable Energy standards; and (ii) adopting the proposed change in Transfer Price methodology for Company-owned facilities; 3) establish a Transfer Price of approximately \$86.00 per MWh for renewable energy and advanced cleaner energy capacity and for renewable energy and advanced cleaner energy to be recovered through the power supply cost recovery clause under MCL 460.6j; 4) provide approval for Consumers Energy to utilize surplus Energy Waste Reduction Credits from 2023 to offset future renewable energy requirements; and 5) grant Consumers Energy other and further relief as may be lawful and necessary.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by September 4, 2024. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

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

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. U-21549. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; 2008 PA 295, MCL 460.1001 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

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

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-21270**

- Consumers Energy Company requests Michigan Public Service Commission’s approval for reconciliation of its gas cost recovery plan (Case No. U-21269) for the 12-month period April 2023-March 2024.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 800-477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission’s website at: michigan.gov/mpscedockets.
- A pre-hearing will be held:

DATE/TIME: Thursday, September 12, 2024 at 10:00 AM

BEFORE: Administrative Law Judge Sally L. Wallace

LOCATION: Video/Teleconference

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company’s (Consumers Energy) June 28, 2024 application requesting the Commission to: 1) approve the reconciliation of its Gas Cost Recovery (GCR) plan for the 12-month period April 2023-March 2024; 2) approve Consumers Energy’s proposed methodology for rolling in the total net over-recovery of \$2,560,299 for the 2023-2024 GCR period; and 3) grant Consumers Energy other and further relief as is lawful and appropriate.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by September 5, 2024. (Interested persons may elect to

file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

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

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21270**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY CONSUMERS ENERGY'S GAS COST RECOVERY RECONCILIATION AND OTHER PROPOSALS IN WHOLE OR IN PART, AND MAY APPROVE LESSER OR GREATER AMOUNTS THAN THOSE REQUESTED.