



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

7:00 P.M. Tuesday, February 18, 2025

City Council Chambers

City Hall, 259 Kent St, Portland, MI 48875

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	<b>I. <u>Call to Order by Mayor Barnes</u></b>	
7:01 PM	<b>II. <u>Pledge of Allegiance</u></b>	
7:02 PM	<b>III. <u>Acceptance of Agenda</u></b>	Decision
7:03 PM	<b>IV. <u>Public Comment</u> (5-minute time limit per speaker)</b>	
7:08 PM	<b>V. <u>City Manager Report</u></b>	
	<b>VI. <u>Presentations</u> - None</b>	
	<b>VII. <u>Public Hearing(s)</u> - None</b>	
	<b>VIII. <u>Old Business</u> - None</b>	
7:15 PM	<b>IX. <u>New Business</u></b>	Decision
	<b>A. Proposed Resolution 25-06 Approving the Generator Interconnection &amp; Operating Agreement and the Facilities Agreement with Consumers Energy and Approving Payment of 50% the Interconnect Fee for the Grant Street Substation Project</b>	
7:20PM	<b>B. Proposed Resolution 25-07 Approving a Planned Unit Development Concept Plan and Accompanying Narrative for Rindlehaven</b>	Decision
7:25 PM	<b>C. Proposed Resolution 25-08 Approving Revisions to City Council Policy 95-2 Concerning Poverty Exemption Guidelines</b>	Decision
7:27 PM	<b>D. Proposed Resolution 25-09 Approving the Renewal of the Portland Area Fire Authority Agreement for a Period of Ten Years</b>	Decision
7:29 PM	<b>E. Proposed Resolution 25-10 Approving the Budget for Fiscal Year 2025-2026 for the Portland Area Fire Authority</b>	Decision
7:32 PM	<b>X. <u>Consent Agenda</u></b>	Decision
	<b>A. Minutes and Synopsis of the Regular City Council Meeting held on February 3, 2025, and the City Council Goal Session held on February 4, 2025</b>	
	<b>B. Payment of Invoices in the Amount of \$98,174.57 and Payroll in the Amount of \$177,935.71 for a Total of \$276,110.28</b>	
	<b>C. Purchase Orders over \$5,000.00 – None</b>	

<b>Estimated Time</b>
7:35 PM
7:40 PM
7:45 PM
7:50 PM

**XI. Communications**

- A. DDA Minutes for November 25, 2024
- B. Utility Billing Report for December 2024
- C. Water Department Report for January 2025
- D. Wastewater Department Report for January 2025
- E. Ionia County Board of Commissioners Agenda for February 11, 2025

**XII. Other Business - None**

**XIII. City Manager Comments**

**XIV. Council Comments**

**XV. Adjournment**

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

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 25-06**

**A RESOLUTION APPROVING THE GENERATOR INTERCONNECTION & OPERATING AGREEMENT AND THE FACILITIES AGREEMENT WITH CONSUMERS ENERGY AND APPROVING PAYMENT OF 50% OF THE INTERCONNECT FEE FOR THE GRANT STREET SUBSTATION PROJECT**

**WHEREAS**, the City of Portland, through its Electric Department, is in the process of building a new substation for the City's electrical system; and

**WHEREAS**, as part of the Grant Street Substation Project, Consumers Energy will construct interconnect facilities from their 46kV sub-transmission system to the new substation outlined in the Generator Interconnection & Operating Agreement, attached as Exhibit A; and

**WHEREAS**, Consumers Energy will build, own, and operate the interconnect under a Facilities Agreement, attached as Exhibit B; and

**WHEREAS**, upon execution of the Facilities Agreement 50% of the interconnect fee in the amount of \$142,500.00 will be due; and

**WHEREAS**, the Board of Light and Power recommends City Council approve the Generator Interconnection & Operating Agreement, the Facilities Agreement, and payment of 50% of the interconnect fee in the amount of \$142,500.00.

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

1. Portland City Council authorizes the execution of both the Generator Interconnection Agreement and Facilities Agreement with Consumers Energy.
2. Portland City Council authorizes payment of 50% of the interconnect fee in the amount of \$142,500.00 .
3. 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:** February 18, 2025

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

# Memo



**To:** City of Portland – Board of Light and Power

**From:** Todd Davlin, Electric Superintendent

**Cc:** Andrew Dymczyk, City Manager and Nikki Miller, City Clerk

**Date:** 1-28-2025

**Re:** Action Item BLP 25-1B – Consumers Energy Interconnect Fee

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As part of the Grant Street Substation project, Consumers Energy will construct interconnect facilities from their 46 kV sub-transmission system to the new substation. Consumers Energy will build, own, and operate the interconnect under a Facilities Agreement between Consumers Energy Company and the City of Portland Board of Light and Power (BLP). We are working with Consumers Energy to finalize this agreement.

Upon execution of the agreement, the BLP will be required to pay Consumers Energy an interconnect fee of \$142,500. The fee is calculated by Consumers Energy based on their cost to plan, engineer, contract, and manage the construction of the interconnect facilities. A second fee will be assessed, prior to construction of facilities, for the remaining balance of the interconnect construction costs.

**Action Item BLP 25-1B** - Recommend City Council approve the payment of \$142,500 to Consumers Energy Company for 50% of the cost of the interconnect associated with the Grant Street Substation. This fee must be paid upon execution of the Facilities Agreement between Consumers Energy Company and the BLP. The Facilities Agreement is expected to be executed in February.



**GENERATOR INTERCONNECTION & OPERATING AGREEMENT  
FOR PROJECTS  
WITH AGGREGATE GENERATOR OUTPUT OF GREATER THAN 550 kW  
BETWEEN CONSUMERS ENERGY COMPANY  
AND  
CITY OF PORTLAND - BOARD OF LIGHT AND POWER**

GENERATOR INTERCONNECTION & OPERATING AGREEMENT (hereinafter, this Agreement), is made and entered into on \_\_\_\_\_, (hereinafter, the Effective Date), between CONSUMERS ENERGY COMPANY, a Michigan corporation, with offices located at One Energy Plaza, Jackson, MI 49201, herein termed "Utility", and City of Portland - Board of Light and Power with offices located at 723 East Grand River Avenue, Portland, MI 48875, herein termed "Interconnection Customer." Utility and Interconnection Customer are hereinafter sometimes referred to individually as "Party" and collectively as "Parties" where appropriate.

**WITNESSETH:**

WHEREAS, Utility owns electric facilities and is engaged in the generation, purchase, distribution and sale of electric energy in the State of Michigan; and

WHEREAS, Interconnection Customer intends to construct and own a 4195 kWac plant, known as the City of Portland - New Substation Generating Plant, herein termed "Project", with a generator design capacity nameplate rating not to exceed 4195 kWac and located at 723 East Grand River Avenue, Portland, MI 48875; and

WHEREAS, This Agreement does not address the sale of electricity to or from Utility; and

WHEREAS, The Parties desire to enter into this Agreement for the purposes, among others, of (a) describing (i) the facilities and associated appurtenances to interconnect the Project to Utility's distribution system, including defining the Point of Delivery and Interconnection Point, (ii) the facilities required for providing and regulating reactive power supply (kilovars) at the Project, and (iii) any modifications and additions necessary on Utility's distribution system as a result of the operation of the Project; (b) establishing the ownership interests of Utility and Interconnection Customer in such facilities; and (c) establishing the respective obligations and rights of the Parties with respect to the procurement, construction, installation, operation and maintenance of such facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto agree as follows:

**SECTION 1**  
**INTERCONNECTION FACILITIES**

**1.1 General**

The Parties shall provide, as specified in this Section 1, certain facilities and associated appurtenances required to interconnect the Project to Utility's distribution system, consistent with Consumers Energy Company Generator Interconnection Procedures and the Michigan Public Service Commission's Interconnection and Distributed Generation Standards. Such facilities and associated appurtenances include, but shall not be limited to, interconnection, transformation, switching, control, metering, telemetering, protective relaying equipment (such protective relaying equipment required by Utility or Interconnection Customer to protect Utility's distribution system, its customers, and the Project from electrical faults occurring at the Project or on Utility's distribution system or on the systems of others to which Utility's distribution system is directly or indirectly connected) and any necessary additions or reinforcements by Utility to Utility's distribution system required as a result of the interconnection of the Project to Utility's distribution system. The facilities and associated appurtenances described in Subsections 1.2, "Interconnection Customer's Interconnection Facilities," and 1.3, "Utility's Interconnection Facilities," are hereinafter sometimes referred to as the "Interconnection Facilities." Interconnection Customer shall be responsible for the cost of the Interconnection Facilities, unless otherwise specified in this Agreement.

The Project, configured as discussed in this Agreement and depicted in Exhibit 2 – Wiring Diagram can be connected to Utility's distribution system as described herein. In the future, if the Interconnection Customer desires to install additional generating units at this present location, the Interconnection Customer must submit a written application to Utility. Utility will evaluate its distribution system to determine, in its sole discretion, if conditions at that time will allow said system to support additional capacity.

In the event future changes in (a) the design or operation of the Project, (b) Federal, State or local laws, regulations, ordinances or codes, (c) Interconnection Customer's requirements (such as additional generators located at the site location identified above) or (d) Utility's requirements necessitate additional facilities or modifications to the then existing Interconnection Facilities, the Parties shall undertake such additions or modifications as may be necessary. Before undertaking such future additions or modifications, the Parties shall consult, develop plans and coordinate schedules of activities so as to minimize disruption of the Interconnection Facilities and Utility's distribution system. The cost of such future additions or modifications to the Interconnection Facilities shall be borne by the Interconnection Customer, unless agreed upon otherwise at the time. The ownership, operation and maintenance responsibilities for any such future additions or modifications shall be made consistent with the responsibilities allocated in this Agreement.

**1.2 Interconnection Customer's Interconnection Facilities**

Interconnection Customer's Interconnection Facilities and associated appurtenances are described in Subsection 1.2 of Exhibit 1 – Scope of Facilities.

Interconnection Customer shall bear the cost of its Project unless otherwise specified in this Agreement. Interconnection Customer shall be solely responsible for all permits, zoning reviews, and other matters associated with obtaining rights from any governmental body or agency to construct its Project. Prior to Utility beginning construction of its Interconnection Facilities, Interconnection Customer shall provide a copy of all necessary documents granting the Interconnection Customer the right to construct its Project.

**1.3 Utility's Interconnection Facilities**

Utility Interconnection Facilities and associated appurtenances are described in Subsection 1.3 of Exhibit 1 – Scope of Facilities.

Interconnection Customer shall bear the cost of Utility's Interconnection Facilities unless otherwise specified in this Agreement. Utility shall be responsible for all permits, zoning reviews, and other matters associated with obtaining rights from any governmental body or agency to construct its Interconnection Facilities. Interconnection Customer shall reimburse Utility for all costs associated with the installation and connection of Utility's Interconnection Facilities. Interconnection Customer shall solely assume the risk that Utility may be unable to complete its Interconnection Facilities due to factors beyond its reasonable control.

Utility's Distribution Upgrades and associated appurtenances are described in Subsection 1.4 of Exhibit 1 – Scope of Facilities.

The Interconnection Customer shall bear the cost of Utility's Distribution Upgrades unless otherwise specified in this Agreement. Utility shall be responsible for all permits, zoning reviews, and other matters associated with obtaining rights from any governmental body or agency to construct its Distribution Upgrades. The Interconnection Customer shall reimburse Utility for all costs associated with the installation and connection of Utility's Distribution Upgrades. The Interconnection Customer shall solely assume the risk that Utility may be unable to complete its Distribution Upgrades due to factors beyond its reasonable control.

#### 1.4 **Easements and Permits**

If necessary, prior to the installation of the Interconnection Facilities, Interconnection Customer is responsible to acquire required permits and necessary easements for the Interconnection Facilities in a form consistent with Utility's tariffs. These easements / permits may include, but shall not be limited to, rights of ingress and egress, rights to clear trees, and all necessary rights-of-way for installation and maintenance of Interconnection Facilities. The Interconnection Customer shall reimburse Utility for any costs and expenses Utility incurs to support Interconnection Customer in acquiring such easements / permits.

#### 1.5 **Relocation by Interconnection Customer**

If at any time the Interconnection Customer requires Utility's Interconnection Facilities located on its premises to be relocated on such premises, Utility shall, at Interconnection Customer's expense and upon its request, relocate the same or give permission for Interconnection Customer to relocate the same. Interconnection Customer shall provide Utility with all necessary easement rights as required for the Interconnection Facilities located on Interconnection Customer's premises.

#### 1.6 **Payment by Interconnection Customer of Utility Costs and Expenses**

1.6.1 Interconnection Customer shall reimburse Utility for its total cost and expenses incurred in providing the Interconnection Facilities required by Subsections 1.3 and 1.4. Interconnection Customer shall not be entitled to receive a refund of any portion of the total cost and expense incurred in providing the Interconnection Facilities required by Subsections 1.3 and 1.4 in the event that any Utility customers are later connected to such Interconnection Facilities.

1.6.2 Utility estimated conceptual cost (developed in accordance with "standard utility accounting practices") for providing and installing Utility Interconnection Facilities, including easement rights and permits, is shown in Exhibit 3 – Payment Schedule. Utility estimates it will incur such cost and expense over a period of time. Interconnection Customer shall reimburse Utility for its estimated conceptual costs and expenses in accordance with invoices rendered by Utility. For all payments whose due date comes at least 15 days after the effective date of this Agreement, invoices will be rendered, and payments shall be due and payable such that Utility receives the payments by the dates indicated in Exhibit 3 – Payment Schedule. Payments shall be made in accordance with Subsections 1.6.3, 1.6.4 and 1.6.5.

1.6.3 When Utility has determined that all costs and expenses are accounted for on its books, Utility will issue a final invoice or credit to reconcile the estimated conceptual cost with the final work order estimate of the project. The final work order cost will be reviewed and reconciled to the estimated conceptual cost for each portion of the project covered under this Agreement. If Utility final work order cost is less than the payments received for the estimated conceptual cost provided in Exhibit 3 – Payment Schedule, Utility shall refund the incremental amount to Interconnection Customer. If Utility final work order cost is greater than the payments received for the estimated conceptual cost provided in Exhibit 3 – Payment Schedule, Utility shall issue a final invoice to Interconnection Customer for the incremental amount.

1.6.4 All payments to Utility shall be made payable to [Consumers Energy Company](#) and shall be sent to Consumers, Attention: [Consumers Energy Company, P.O. Box 740309, Cincinnati, Ohio 45274-0309](#), or by wire transfer to a Consumers bank account or such other manner or at such place as Consumers shall, from time to time, designate by notice to Interconnection Customer. Payments made by wire transfer shall reference the appropriate invoice number for which payment is being made.

1.6.5 Any payment not made on or before the due date shall trigger a period of fifteen (15) days for Interconnection Customer to make such payment without additional charge. If payment is not made within such fifteen (15) day period, then Utility may cease work when all existing payments have been exhausted and shall not be required to resume work until Interconnection Customer makes all overdue payments.

**SECTION 2**  
**DESIGN AND CONSTRUCTION OF THE INTERCONNECTION FACILITIES**

**2.1 Authority for Construction**

Except as provided in the following paragraph, Interconnection Customer will have sole authority to manage, design, supervise, construct, procure materials for, control and will take all steps which it deems necessary or appropriate for the installation of the Interconnection Facilities required pursuant to Subsection 1.2, "Interconnection Customer's Interconnection Facilities."

The design, specifications, installation and construction of the Interconnection Facilities required pursuant to Subsection 1.2 shall be in accordance with standards no less stringent than those used by Utility for its own distribution voltage level installations and shall be inspected and commented on by Utility prior to being placed into initial operation. However, Utility has no liability, obligation or responsibility with respect to such design, plans, specifications, installation or construction regardless of its inspection and comment thereon. Inspection of and comments by Utility shall not relieve Interconnection Customer of any of its obligations under this Agreement.

Utility shall exercise sole authority to manage, design, supervise, construct, procure materials for, control and take all steps which it deems necessary or appropriate for the installation and connection of the Interconnection Facilities required pursuant to Subsection 1.3, "Utility's Interconnection Facilities".

**2.2 Coordination of Construction Program**

The Parties shall coordinate their respective construction programs essential to carrying out the installation by Interconnection Customer of its Interconnection Facilities required pursuant to Subsection 1.2 and the installation by Utility of its Interconnection Facilities required pursuant to Subsection 1.3 and will cooperate to ensure as closely as practicable the simultaneous completion of the installation of the Interconnection Facilities to be installed by Interconnection Customer and Utility, respectively.

**2.3 Interconnection of the Project**

Interconnection of the Project to Utility's distribution system shall be made after the following conditions have been satisfied:

- 2.3.1 Both Parties have declared their Interconnection Facilities ready for service;
- 2.3.2 Interconnection Customer has met the design, specifications, installation and construction requirements of the second paragraph of Subsection 2.1, Authority for Construction;
- 2.3.3 Interconnection Customer has provided adequate protective equipment to protect the equipment and service of Utility from damage or interruption from electrical faults occurring at the Project;
- 2.3.4 Utility has tested and accepted the billing meters and associated telemetry for the collection of the metered data required pursuant to Exhibit 1 – Scope of Facilities, Subsection 1.3;
- 2.3.5 Interconnection Customer and Utility have agreed to a procedure to describe the process (i) for switching and tagging the interconnection facilities for workers' protection during periods when such equipment must be removed from service and (ii) for returning the equipment to service. Both Parties agree to follow the procedure for disconnecting and re-connecting the interconnection as outlined in the then-current version of Appendix G of the appropriate Consumers Energy Company Generator Interconnection Procedures document (or its then-current equivalent);
- 2.3.6 Interconnection Customer has installed all signage as required by Utility for identification of equipment and protection of employees.
- 2.3.7 If the Interconnection Customer requires backup power from Utility, the Interconnection Customer shall be responsible for contracting with Utility for the delivery of said backup power. The Interconnection Customer shall provide Utility satisfactory evidence that it has purchased the resources to supply backup power pursuant to Subsection 6.6, Project Backup Power; and
- 2.3.8 Interconnection Customer has reimbursed Utility for all costs associated with the installation of Utility's Interconnection Facilities as identified in Subsections 1.3 and 1.4.

**2.4 Parallel Operation of the Project With Utility's Distribution System**

Parallel operation of the Project with Utility's distribution system shall only begin after the following conditions have been satisfied and confirmed in writing by Utility to Interconnection Customer:

- 2.4.1 Interconnection Customer has met all of the requirements of Subsection 2.3;
- 2.4.2 Interconnection Customer has obtained written approval by Utility of all protective equipment required pursuant to Exhibit 1 – Scope of Facilities, Subsection 1.2 and the direct transfer trip equipment required pursuant to Subsections 1.2 and 1.3 for the protection of Utility's distribution system. Approval will be granted after the required protective equipment is inspected and calibrated

in accordance with the setting data issued by Utility. Inspection and calibration must be either performed or witnessed by Utility's personnel at Interconnection Customer's expense. Interconnection Customer must record the actual settings and inspection data on the setting document furnished by Utility and return such document to Utility for approval;

- 2.4.3 Interconnection Customer has developed operating and maintenance procedures, which Utility has accepted in writing, for those protective devices which directly connect to Utility's distribution system or interface with Utility's protective devices;
- 2.4.4 Utility has tested and accepted the telemetry / SCADA interface and concurs they meet the technical requirements as identified in the Telemetry, Disturbance and Power Quality Monitoring Requirements Section and the Communication Circuits Section of the Consumers Energy Company Generator Interconnection Procedures. Testing must be performed by Utility's personnel at Interconnection Customer's expense and acceptance will be communicated to Interconnection Customer in writing; and
- 2.4.5 Interconnection Customer has developed operating procedures to manually trip generation for system security pursuant to Subsection 6.4, System Security.

## 2.5 **Subcontractors**

Either Party may hire a subcontractor to perform its obligations under this Agreement and shall incorporate the obligations of this Agreement into its respective subcontracts, agreements and purchase orders. Each Party shall remain liable to the other Party for the performance of such subcontractor under this Agreement and shall fully defend, indemnify and hold the other Party harmless from all acts or omissions of its subcontractors.

## **SECTION 3** **OPERATION AND MAINTENANCE**

### 3.1 **Operation and Maintenance By Utility**

Utility shall have sole authority and responsibility to operate and maintain Utility's Interconnection Facilities required pursuant to Subsection 1.3, and in accordance with the applicable good utility practice standards of Utility. Utility may manually operate, when necessary, Utility's Interconnection Facilities and the isolation device provided by Interconnection Customer pursuant to Exhibit 1 – Scope of Facilities, Subsection 1.2, and may perform preventive or emergency maintenance, or make system modifications, when necessary, on Utility's Interconnection Facilities. Normal maintenance shall be scheduled on Utility's Interconnection Facilities taking into consideration Interconnection Customer's schedule of maintenance for the Project. Such authority and responsibility shall include removing the Interconnection Facilities from service, when necessary, as determined by Utility. Utility shall not be required to deliver energy to the Project or provide a temporary connection to the Project when maintenance or system modifications require disconnecting Utility's Interconnection Facilities from Utility's distribution system. Distribution upgrades required pursuant to Exhibit 1 – Scope of Facilities, Subsection 1.4 are not subject to this Subsection 3.1.

- 3.1.1 Interconnection Customer shall reimburse Utility for all direct and indirect costs and expenses (including but not limited to, overtime pay, property taxes, insurance, equipment testing and inspections) incurred by Utility in owning, operating and maintaining Utility's Interconnection Facilities from the point in time in which Utility's Interconnection Facilities are ready for service. Such costs and expenses shall be determined by Utility in accordance with the standard practices and policies followed by Utility and in effect at the time such operation and maintenance are performed. As used in this Agreement, the term "maintenance" includes inspection, repair and replacement. Payment by Interconnection Customer of such costs and expenses shall be made in accordance with Subsection 3.1.4. In the event that Utility uses any part of Utility's Interconnection Facilities defined in Subsection 1.3 for the benefit of Utility's customers, then the allocation of the ongoing costs and expenses which are due to the ownership, operation and maintenance of Utility's Interconnection Facilities provided pursuant to Subsection 1.3, shall be re-determined with consideration for possible changes in: (a) Point of Delivery, (b) metering location, (c) operation and maintenance costs to Interconnection Customer to new Point of Delivery, if any, and (d) compensation to Utility for appropriate operating and maintenance costs from the new Point of Delivery, if any. Utility shall not be restricted in the use of Utility's Interconnection Facilities while such redetermination is being made.
- 3.1.2 If Utility performs the following tasks on the Interconnection Customer's behalf, the Interconnection Customer shall reimburse Utility for costs associated with (a) testing of metering and associated telemetry required pursuant to Subsection 2.3.4, (b) the relay setting information, inspection and calibration required pursuant to Subsection 2.4.2 and (c) the testing of the dispatching interface required pursuant to Subsection 2.4.4, which shall be separately billed by Utility.

- 3.1.3 The Utility shall be responsible for ordering and acquiring all equipment associated with the communication circuits pursuant to Exhibit 1 – Scope of Facilities, Subsection 1.2 as well as the proper safety equipment required for the proper installation of said communication circuits, with the cost of such equipment and all continuing operating expenses being at the expense of the Interconnection Customer. Additional operation and maintenance expenses associated with telemetry facilities are the responsibility of the Interconnection Customer pursuant to Subsection 5.4.
- 3.1.4 Payments by Interconnection Customer of the costs and expenses described in Subsections 3.1.1 and 3.1.2 are as follows:
- 3.1.4.1 As soon as practicable after the end of each month in which operation and maintenance costs and expenses were incurred by Utility pursuant to Subsection 3.1.1 and 3.1.2, Utility shall furnish Interconnection Customer a statement describing the work performed or expense incurred and showing the amount of the payment to be made therefore by Interconnection Customer.
- 3.1.4.2 Each statement shall be paid by Interconnection Customer so that Utility will receive the funds by the 30th day following the date of such statement, or the first business day thereafter if the payment date falls on a non-business day.
- 3.1.4.3 All payments shall be made payable to [Consumers Energy Company](#) and shall be sent to Consumers, Attention: [Consumers Energy Company, P.O. Box 740309, Cincinnati, Ohio 45274-0309](#), or by wire transfer to a Consumers' bank account or such other manner or at such place as Consumers shall, from time to time, designate by written notice to Interconnection Customer. Payments made by wire transfer shall reference the appropriate invoice number for which payment is being made.
- 3.1.4.4 Any payment not made on or before the due date shall bear interest, from the date due until the date upon which payment is made.

### 3.2 **Operation and Maintenance By Interconnection Customer**

Except as provided in Subsections 2.3.2 and 3.1 and the provisions of this Subsection 3.2, Interconnection Customer shall have sole authority and responsibility to operate and maintain the Interconnection Customer's Interconnection Facilities required pursuant to Subsection 1.2 in accordance with prudent industry practices.

Relay settings, for protective devices required by Utility, may be revised and documents stating such revisions may be issued by Utility if it determines that it is necessary to do so. The settings for these devices may be revised only if Utility issues documents specifying such revisions. In such event, the protective relay equipment shall be recalibrated by Interconnection Customer in accordance with such revised relay settings within a reasonable period specified by Utility. The procedure for recalibration and approval shall be the same as stated for the initial calibration pursuant to Subsection 2.4.2.

The protective relay equipment shall be tested every four (4) years (unless an extension is agreed to by Utility) to verify the calibration indicated on the latest relay setting document issued by Utility. If the protective relay equipment is not calibrated in accordance with the latest relay-setting document, it shall be recalibrated in accordance with Subsection 2.4.2, to conform with such data. Tests shall be conducted or witnessed by Utility at Interconnection Customer's expense. The results of such tests shall be provided to Utility in writing for review and approval.

Utility may, at any time in addition to that specified in the preceding paragraph, at Utility's expense, inspect and test Interconnection Customer's Interconnection Facilities to verify that the required protective interconnection equipment is in service, properly maintained, and calibrated to provide the intended protection. If necessary, this inspection may also include a review of Interconnection Customer's pertinent records.

Inspection, testing and/or approval by Utility or the omission of any inspection, testing and/or approval by Utility pursuant to this Agreement shall not relieve Interconnection Customer of any obligations or responsibility assumed under this Agreement.

## **SECTION 4** **ACCESS**

Utility, its agents and employees, shall have full right and authority of ingress and egress at all reasonable times on and across the premises of Interconnection Customer for the purpose of installing, operating, maintaining,

inspecting, replacing, repairing, and removing its Interconnection Facilities located on the premises. The right of ingress and egress, however, shall not unreasonably interfere with Interconnection Customer's use of its premises.

## **SECTION 5** **INTERCONNECTION POINT; POINT OF DELIVERY; METERING; TELEMETERING**

### **5.1 Interconnection Point**

The Interconnection Point shall be where the Interconnection Customer's Interconnection Facilities connect to Utility's distribution system.

### **5.2 Point of Delivery**

The Point of Delivery shall be the point at which the Interconnection Customer's Interconnection Facilities connect to Utility's existing distribution facilities serving other customers. It is described in greater detail in Exhibit 5.

### **5.3 Metering**

Measurements of electric energy deliveries shall be made by standard types of electric meters installed and maintained by Utility pursuant to Exhibit 1 – Scope of Facilities, Subsection 1.3.

The standard electric meters shall be tested by Utility at least once every six (6) years. On request and at the expense of the Interconnection Customer, a special test may be performed. Representatives of Interconnection Customer shall be afforded the opportunity to be present at all routine or special tests and upon occasions when any readings, for purposes of settlements, are taken from meters not bearing an automatic record.

### **5.4 Telemetry**

Certain telemetry facilities will be provided by Utility pursuant to Exhibit 1 – Scope of Facilities, Subsection 1.3 as a part of the Interconnection Facilities as being necessary for the proper and efficient collection of metering and control data. The cost and maintenance of such telemetry facilities and associated communication circuits shall be borne by Interconnection Customer.

## **SECTION 6** **SERVICE CONDITIONS**

### **6.1 Site Preparation**

At its own expense, the Interconnection Customer shall make the proposed Project site available to Utility. Said site shall be free from hazard and shall be adequate for the operation and construction of distribution facilities necessary to interconnect the proposed Project.

### **6.2 Parallel Operation**

It is understood that the Project will normally remain connected to and be operated in parallel with Utility's distribution system. The Interconnection Customer shall, at its expense, install and properly maintain protective equipment and devices and provide sufficiently trained personnel to protect its equipment and service, and the equipment and service of Utility from damage, injury or interruptions during the Project's parallel operation with Utility's distribution system, and, without limiting the indemnity provided in Subsection 7.1 herein, Interconnection Customer shall assume any loss, liability or damage to Interconnection Customer and Utility's distribution system and equipment caused by lack of or failure of such protection. Such protective equipment specifications and design shall be consistent with the Consumers Energy Company Generator Interconnection Procedures, and any successor and/or supplemental documents. Prior to the Project operating in parallel with Utility's distribution system, the Interconnection Customer shall provide satisfactory evidence to Utility that it has met the Consumers Energy Company Generator Interconnection Procedures that are on file with the Michigan Public Service Commission and complied with all applicable laws, rules, regulations, guidelines, and safety standards.

### **6.3 Voltage and Frequency Control**

Interconnection Customer shall cooperate with Utility to regulate the voltage level at the Point of Delivery by controlling its generators in accordance with Utility's instructions. Such instructions shall include, but not be limited to, (a) maintaining voltage or (b) delivering real and reactive power to the Point of Delivery at levels specified by Utility. Interconnection Customer shall cooperate with Utility to regulate the frequency

by controlling its generators in accordance with Utility's instructions. Such instructions shall include, but not be limited to, frequency-droop curves. The instructions given by Utility shall be consistent with the normal practices adhered to by Utility with respect to its own generators located on its system.

#### 6.4 **System Security**

Installation, inspection, and calibration of protective equipment to trip generation for under- or over-voltage and frequency operation shall be coordinated with Utility, pursuant to Subsection 2.4.2, so as not to degrade the security of Utility's distribution system. Operating practices developed by Interconnection Customer which call for manual tripping of generation for under-or over-voltage and frequency operation shall likewise be coordinated and be consistent with the voltage and frequency ride through provisions listed in the Consumer Energy Company Generator Interconnection Procedures during abnormal system voltage and frequency events, and any successor and/or supplemental documents, which are incorporated herein by reference.

#### 6.5 **Continuity of Service**

Each Party shall exercise reasonable care to maintain continuity of service in the delivery and receipt of electric energy. If service becomes interrupted for any reason, the cause of such interruption shall be removed and normal operating conditions restored as soon as practicable.

#### 6.6 **Project Backup Power**

If the Interconnection Customer requires backup power from Utility, the Interconnection Customer will contract with Utility for the delivery of power provided to the Project under one of Utility's established retail rates set forth in Utility's tariffs, which are incorporated herein by reference. The provisions of such contract shall be applied during periods when the Project is not delivering energy to Utility. The Interconnection Customer will contract with Utility for the purchase of energy or provide satisfactory evidence of the purchase of energy from an alternative energy supplier for the purpose of providing power to the Project during periods when the Project is not delivering energy to Utility's distribution system.

Interconnection Customer shall have sufficient voltage regulation at the Project to maintain an acceptable voltage level for Project equipment during such periods when the Project's generation is off line.

#### 6.7 **Utility's Obligation to Connect**

Utility shall not be obligated to continue the electrical interconnection to the Project if it determines, in its sole discretion, that any one or more of the following conditions exist, including but not limited to: (a) those conditions listed in the Miscellaneous Operational Requirements section of the Consumer Energy Company Generator Interconnection Procedures, (b) electrical characteristics of the Project are not compatible with the electrical characteristics of Utility's distribution system, (c) the Interconnection Customer is deficient in following either the voltage schedule or reactive power schedule established by Utility, (d) an emergency condition exists on Utility's distribution system, (e) Interconnection Customer's protective relay equipment fails, resulting in a lack of the level of protection required by prudent utility practice, (f) the Interconnection Customer's Project is determined to be disrupting Utility customers, (g) Utility requires disconnection of the Project in order to construct, install, maintain, repair, replace, remove, investigate, inspect or test any part of Utility's Interconnection Facilities or any other Utility equipment associated with the interconnection (also if a required component (example: communication circuit) or required modification to allow interconnection fails or becomes incapacitated and is not repaired in a timely manner), (h) by mutual consent, (i) Interconnection Customer commits a material breach of this agreement or (j) Interconnection Customer's failure to execute this agreement or upon cancellation or termination of this agreement. Utility shall electrically connect or reconnect its distribution system to the Project when, in Utility's sole opinion, the conditions named above cease to exist. Under any of the conditions listed above, Utility will follow the procedures for disconnecting and re-connecting the interconnection as outlined in Appendix G of the appropriate Consumers Energy Company Generator Interconnection Procedures document.

In the event future changes in either the (i) design or operation of the Project, (ii) federal, state or local laws, regulations or codes, (iii) Interconnection Customer's requirements, or (iv) Utility's requirements, necessitate additional facilities or modifications to the then existing Interconnection Facilities herein, the Parties shall undertake such additions or modifications as may be necessary. Before undertaking such future additions or modifications, the Parties shall consult, develop plans and coordinate schedules of activities to minimize disruptions to the Interconnection Facilities. The cost of such future additions or modifications to the Interconnection Facilities shall be borne by the Interconnection Customer unless agreed upon otherwise at the time, with payment due on a mutually agreed upon schedule. Such future additions or modifications shall be part of the Interconnection Facilities from the time they are placed in service. The ownership,

operation and maintenance responsibilities for any such future additions or modifications shall be made consistent with the responsibilities allocated in this Agreement.

## **SECTION 7** **INDEMNITY; INSURANCE**

### **7.1 Indemnity**

To the extent permitted by law, Interconnection Customer covenants and agrees that it shall hold Utility, and all of its agents, employees, officers and affiliates harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, whether to any person or property or both, arising directly or indirectly out of, or in connection with this Agreement, the Project, or any of Interconnection Customer's facilities and associated appurtenances, to which Utility or any of its agents, employees, officers or affiliates may be subject or put by reason of any act, action, neglect or omission on the part of Utility or the Interconnection Customer or any of its contractors or subcontractors or any of their respective officers, agents, employees, and affiliates (excluding claims based on Utility's reckless or intentional misconduct). If this Agreement is one subject to the provisions of Michigan Act No. 165, PA 1966, as amended, then Interconnection Customer will not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of Utility, or any of its officers, agents or employees. The provisions of this Subsection 7.1 shall survive termination or expiration of this Agreement.

### **7.2 Insurance**

Interconnection Customer shall obtain and continuously maintain throughout the term of this Agreement General Liability insurance written on an occurrence form, or other form acceptable to Utility, and covering bodily injury and property damage liability with a per occurrence amount of at least:

<b><u>Interconnection Level</u></b>	<b><u>Minimum Limit</u></b>
4	\$2,000,000
5	\$3,000,000

Such limit may be achieved through any combination of primary and excess or umbrella liability insurance policy. When requested in writing by Utility, said limit shall be increased each year that this Agreement is in force to a limit no greater than the amount arrived at by increasing the original limit by the same percentage change as the Consumer Price Index - All Urban Workers (CPI-U.S. Cities Average). Such policy shall include, but not be limited to, contractual liability for indemnification assumed by Interconnection Customer under this Agreement.

Consumers Energy Company, its Directors, Officers, and Employees are to be included as ADDITIONAL INSUREDS and such coverage shall be primary to any insurance maintained by Consumers Energy Company. Utility shall not be responsible for any unpaid premiums under Interconnection Customer policy.

Evidence of insurance coverage on a certificate of insurance shall be provided to Utility when requested by the Utility. Interconnection Customer shall immediately provide Utility written notice if the policy is cancelled or substantial changes are made that affect the additional insured. At Utility's request, Interconnection Customer shall provide a copy of the policy to Utility.

All certificates and notices shall be sent to:

CONSUMERS ENERGY COMPANY  
Attn: Insurance Risk Management  
One Energy Plaza  
Jackson, MI 49201-2276  
InsuranceCertificates@cmsenergy.com

## **SECTION 8** **LIMITATION ON LIABILITY**

Neither party shall in any event be liable to the other for any incidental or consequential damages such as, but not limited to, lost profits, revenue or good will, interest, loss by reason of shutdown or non-operation of equipment or machinery, increased expense of operation of equipment or machinery, cost of purchased or replacement

power or services or claims by customers, whether such loss is based on contract, warranty, negligence, strict liability or otherwise, even if it has been advised of the possibility of such damages.

## **SECTION 9** **FORCE MAJEURE**

Neither Party shall be liable for failure to perform any of its obligations hereunder, to the extent due to events outside of its control, including, but not limited to events such as fire, flood, storm, other natural disaster, national emergency or war, epidemic or pandemic (referred to collectively as "Force Majeure"), and not due to labor problems, inability to obtain financing, negligence or other similar condition of such Party, provided that either Party has given the other prompt notice of such occurrence. The Party affected shall exercise due diligence to remove such Force Majeure with reasonable dispatch but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

## **SECTION 10** **BREACH AND DEFAULT**

A breach of this Agreement ("Breach") shall occur upon the failure of a Party to perform or observe any material term or condition of this Agreement, which includes, but is not limited to:

- a. Failure to pay money when due;
- b. Failure to comply with any material term or condition of this Agreement, including but not limited to any breach of any material representation, warranty or covenant made in this Agreement;
- c. A Party: (i) becomes insolvent; (ii) files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) makes a general assignment for the benefit of its creditors or (iv) consents to the appointment of a receiver, trustee or liquidator;
- d. Assignment of this Agreement in a manner inconsistent with the terms of this Agreement;
- e. Failure of either Party to provide information or data to the other Party as required under this Agreement, provided the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

In the event of a Breach by either Party, the Parties shall continue to operate and maintain, as applicable, its Interconnection Facilities, protection and Metering Equipment, transformers, communication equipment, building facilities, software, documentation, structural components and other facilities and appurtenances that are reasonably necessary for Utility to operate and maintain Utility's distribution system and for the Interconnection Customer to operate and maintain its Project in a safe and reliable manner. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. The breaching Party then has 30 days to cure the Breach. If a Breach is not cured within the period provided for herein or as agreed to by the Parties, the Party in Breach shall be deemed in default ("Default"). The non-defaulting Party shall have the right to terminate this Agreement and recover any damages and/or pursue any other remedies available under this Agreement, by law, or in equity. Termination is not the non-defaulting Party's exclusive remedy and is in addition to any other rights and remedies it may have under this Agreement or by law. Failure of non-defaulting Party to exercise any of its rights under this Section shall not excuse defaulting Party from compliance with the provisions of this Agreement nor prejudice rights of Utility to recover damages for such default.

## **SECTION 11** **SUCCESSORS AND ASSIGNS**

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective Parties hereto. This Agreement shall not be assigned, transferred or otherwise alienated without the other Party's prior written consent, which consent shall not unreasonably be withheld. Any attempted assignment, transfer or alienation without such written consent shall be void.

**SECTION 12**  
**GOVERNING LAW**

This Agreement shall be deemed to be a Michigan contract and shall be construed in accordance with and governed by the laws of Michigan, exclusive of its conflict of laws principles.

**SECTION 13**  
**EFFECTIVE DATE, TERM AND TERMINATION**

The Effective Date of this Agreement shall be the date of execution and shall continue in effect until this Agreement is terminated as provided herein. The Agreement may be terminated at any time by mutual agreement of both Parties, or by either Party upon giving the other at least ninety (90) days written notice if one or more of the conditions exist as outlined in Subsection 6.7, Utility's Obligation to Connect.

**SECTION 14**  
**RETIREMENT**

Upon termination of this Agreement pursuant to Section 13 or at such time after any of the Interconnection Facilities described herein are no longer required, the Parties shall mutually agree upon the retirement of said Interconnection Facilities which may include without limitation (i) dismantling, demolition, and removal of equipment, facilities, and structures, (ii) security, (iii) maintenance and (iv) disposing of debris. The cost of such removal shall be borne by the Interconnection Customer.

**SECTION 15**  
**ENTIRE AGREEMENT AND AMENDMENTS**

This Agreement and the Consumers Energy Company Generator Interconnection Procedures shall constitute the entire understanding between the Parties with respect to the subject matter hereof, supersedes any and all previous understandings between the Parties with respect to the subject matter hereof, and bind and insure to the benefit of the Parties, their successors, and permitted assigns. No amendments or changes to this Agreement shall be binding unless made in writing and duly executed by both Parties.

**SECTION 16**  
**NO PARTNERSHIP**

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

**SECTION 17**  
**SEVERABILITY**

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (i) such portion or provision shall be deemed separate and independent, (ii) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (iii) the remainder of this Agreement shall remain in full force and effect.

**SECTION 18**  
**NOTICE TO PARTIES**

Unless otherwise provided in this Agreement, any notice, consent or other communication required to be made under this Agreement, shall be in writing and (i) mailed postage prepaid, by certified or registered mail, return receipt requested; (ii) mailed via a nationally recognized overnight delivery service, (iii) delivered in person to

the address as the receiving Party may designate in writing, or (iv) delivered via electronic mail to the address stated in Exhibit 4, which either Party may update by a notice to the other Party sent in accordance with this Section 18.

All notices shall be effective when received.

**SECTION 19**  
**NO THIRD PARTY BENEFICIARIES**

This Agreement is intended for the benefit of the Parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein.

**SECTION 20**  
**SECTION HEADINGS**

The various headings set forth in this Agreement are for convenience of reference only and shall in no way affect the construction or interpretation of this Agreement.

**SECTION 21**  
**COUNTERPARTS AND ELECTRONIC DOCUMENTS**

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

CONSUMERS ENERGY COMPANY

[City of Portland - Board of Light and Power](#)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**  
**SCOPE OF FACILITIES**

**1.1 General Facilities**

Such facilities and associated appurtenances as required to interconnect Utility's existing Sunfield 46 kV high voltage distribution line #15k to the Interconnection Customer's 4195 kWac Project by way of a new or modified Interconnection, which shall include, but shall not be limited to the following, which is estimated to be installed within approximately 18 months of execution of this Agreement, with any initial updates to this estimate for completion expected to be delivered within 90 business days of the execution of this Agreement:

**1.2 Interconnection Customer's Interconnection Facilities**

- 1.2.1 One (1) 46 kV circuit from isolation device in Exhibit 1, Section 1.3.1 to one (1) 12/16/20 MVA 46 kV delta to 12.47 kV grounded wye step down transformer with 8% +/- 7.5% impedance serving six (6) distribution feeder and generation circuits. The transformer bank relay settings are subject to approval by Utility.
- 1.2.2 One 12.47 kV circuit from 46/12.47 kV transformer in Exhibit 1, Section 1.2.1 to one (1) 3 MVA 12.47 kV delta to 4.16 kV step up transformer with 4.8% +/- 7.5% impedance connected to the generators in Exhibit 1, Sections 1.2.5 and 1.2.6.
- 1.2.3 One 4.16 kV circuit from 12.47/4.16 kV transformer in Exhibit 1, Section 1.2.2 to one (1) 1.5 MVA 4.16 kV grounded wye to 2.4 kV delta step up transformer with 5.45% +/- 7.5% impedance.
- 1.2.4 One (1) 820 kW/1025 kVA Diesel Generator and associated switchgear, breakers, feeders, generator controls, protective relaying and wiring connected to the circuit in Exhibit 1, Section 1.2.3.
- 1.2.5 One (1) 2000 kW/2500 kVA Diesel Generator and associated switchgear, breakers, feeders, generator controls, protective relaying and wiring connected to the circuit in Exhibit 1, Section 1.2.2.
- 1.2.6 One (1) 1000 kW/1250 kVA Diesel Generator and associated switchgear, breakers, feeders, generator controls, protective relaying and wiring connected to the circuit in Exhibit 1, Section 1.2.2.
- 1.2.7 One (1) 125 kW Hydroelectric Generator and associated switchgear, breakers, feeders, generator controls, protective relaying and wiring connected to a substation distribution feeder circuit in Exhibit 1, Section 1.2.1.
- 1.2.8 One (1) 250 kW Hydroelectric Generator and associated switchgear, breakers, feeders, generator controls, protective relaying and wiring connected to a substation distribution feeder circuit in Exhibit 1, Section 1.2.1.
- 1.2.9 Suitable location for structure-mounted metering referenced in Exhibit 1, Section 1.3.2, subject to approval by Utility.
- 1.2.10 Over/underfrequency protection(81O/U), under/over voltage protection (27/59), neutral overvoltage protection (59N), reverse power protection (32R), connected to trip an interrupting device(s) between the generation listed in Exhibit 1.2.4, 1.2.5, and 1.2.6 and the isolation device in Exhibit 1.2.1.
- 1.2.11 46 kV voltage and current transformers providing inputs to protection functions in Exhibit 1, Section 1.2.10.
- 1.2.12 Voltage restrained overcurrent protection (51V) on each generator listed in Exhibit 1, Sections 1.2.4, 1.2.5, and 1.2.6, connected to trip an interrupting device(s) between the generators and the isolation device in Exhibit 1.2.1.
- 1.2.13 2.4 kV voltage and current transformers on the generator branch listed in Exhibit 1, Section 1.2.4, providing inputs to protection function in Exhibit 1, Section 1.2.10.
- 1.2.14 4.16 kV voltage and current transformers on the generator branch listed in Exhibit 1, Sections 1.2.5 and 1.2.6, providing inputs to protection function in Exhibit 1, Section 1.2.10.

### **1.3 Utility's Interconnection Facilities**

- 1.3.1 One (1) Three Phase, 46kV kV grounded-wye service tap (336 ACSR) from the existing Sunfield 46 kV Line #15k to a new three-phase gang operated switch with load break capability that will serve as the isolation device.
- 1.3.2 46kV structure-mounted metering, potential transformers, and current transformers with an additional port for 3rd party to access meter data; a letter of authorization from the Customer for the 3rd party would be required and must be executed using Consumer's Letter of Authorization processes.



**EXHIBIT 3**  
**PAYMENT SCHEDULE**

<b>Payment</b>	<b>Amount Due</b>	<b>Milestone Description</b>
1	\$ 142,500.00	Upon execution of this Agreement
2	\$ 142,500.00	8/18/2025
	\$ 285,000.00	<b>Total Estimated Conceptual Cost</b>
	True-up (invoice or refund)	After Construction Complete and all costs have settled.

**EXHIBIT 4**  
**NOTICE TO PARTIES**

If to Utility  
Utility Energy Company  
1945 West Parnall Road P12-235  
Jackson, Michigan 49201  
[Customer.Generation@cmsenergy.com](mailto:Customer.Generation@cmsenergy.com)

If to Interconnection Customer  
Company Name: City of Portland – Board of Light and Power  
Address: 723 East Grand River Ave.  
Address: Portland, MI 48875  
Attention: Todd Davlin  
Email: [tdavlin@portland-michigan.org](mailto:tdavlin@portland-michigan.org)

**EXHIBIT 5**  
**POINT OF DELIVERY AND UTILITY'S INTERCONNECTION FACILITIES**



Not to Scale

FACILITIES AGREEMENT

BETWEEN

CONSUMERS ENERGY COMPANY

AND

CITY OF PORTLAND BOARD OF LIGHT AND POWER

The FACILITIES AGREEMENT (hereinafter, this “Agreement”), made and entered into as of \_\_\_\_\_, (hereinafter, the “Effective Date”), between CONSUMERS ENERGY COMPANY, a Michigan corporation, with offices located at One Energy Plaza, Jackson, Michigan, 49201 herein termed “Consumers”, and City of Portland Board of Light and Power herein termed “Customer”, with offices located at 723 East Grand River Avenue, Portland, MI, 48875. Consumers and Customer are hereinafter sometimes referred to individually as “Party” and collectively as “Parties” where appropriate.

**WITNESSETH:**

WHEREAS, Consumers owns electric facilities and is engaged in the generation, purchase, distribution, and sale of electric energy in the State of Michigan; and

WHEREAS, the Customer is a municipal electric utility which owns electric facilities and is engaged in the distribution and sale of energy in Ionia County, Michigan, and its environs; and

WHEREAS, the Customer intends to construct and own this new substation, (herein referred to as the "Substation"), to be connected to the Consumers’ distribution system in Portland Township, Ionia County, Michigan; and

WHEREAS, This Agreement does not address the sale of electricity to or from Consumers; and

WHEREAS, This Agreement does not address the interconnection of parallel generation at the Substation; and

WHEREAS, The Parties desire to enter into this Agreement for the purposes, among others, of (a) describing (i) the facilities and associated appurtenances to interconnect the Project to Consumers' distribution system, including defining the Point of Delivery and Interconnection Point, (ii) any facilities required for providing and regulating reactive power supply (kilovars) at the Project, and (iii) any modifications and additions necessary on Consumers' distribution system as a result of the operation of the Project; (b) establishing the ownership interests of Consumers and the Customer in such facilities; and (c) establishing the respective obligations and rights of the Parties with respect to the procurement, construction, installation, operation and maintenance of such facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

## **SECTION 1**

### INTERCONNECTION FACILITIES

#### **1.1 General**

The Parties shall provide, as specified in this Section 1 and Exhibit 1 – Scope of Facilities, certain facilities and associated appurtenances required to interconnect the Substation to Consumers' distribution system. Such facilities and associated appurtenances include, but shall not be limited to, interconnection, transformation, switching, control, metering, protective equipment (such protective equipment required by Consumers or Customer to protect Consumers' distribution system, its customers, and the Substation from electrical faults occurring at the Substation or on Consumers' distribution system or on the systems of others to which Consumers' system is directly or indirectly connected) and any necessary additions or reinforcements by Consumers to its distribution system required as a result of the interconnection of the Substation to Consumers' distribution system. The Interconnection Facilities and associated appurtenances described in Exhibit 1 – Scope of Facilities, Subsections 1.2, "Customer's Interconnection Facilities," and 1.3, "Consumers' Interconnection Facilities," are hereinafter sometimes referred to as the "Interconnection Facilities". The Interconnection Facilities identified herein are only those that are expected to serve solely the electrical loads served by the Substation. Customer shall be responsible for the cost of the Interconnection Facilities, unless otherwise specified in this

Agreement. The Substation, as discussed in this Agreement and depicted in Exhibit 2 –Wiring Diagram, will be connected to Consumers’ distribution system as depicted in Exhibit 3, Consumers’ Interconnection Facilities. If Customer desires to increase its capacity at this location in the future, Customer must submit a written application to Consumers. Consumers will evaluate its distribution system to determine if conditions at that time will allow said system to support additional capacity.

In the event future changes in either the (i) design or operation of the Substation, (ii) Federal, state or local laws, regulations or codes, (iii) Customer requirements, or (iv) Consumers’ requirements necessitate additional facilities or modifications to the then existing Interconnection Facilities herein, the Parties shall undertake such additions or modifications as may be necessary. Before undertaking such future additions or modifications, the Parties shall consult, develop plans, and coordinate schedules of activities to minimize disruptions to the Interconnection Facilities. The cost of such future additions or modifications to the Interconnection Facilities shall be borne by Customer unless agreed upon otherwise at the time, with payment due on a mutually agreed upon schedule. Such future additions or modifications shall be part of the Interconnection Facilities from the time they are placed in service. The ownership, operation, and maintenance responsibilities for any such future additions or modifications shall be made consistent with the responsibilities allocated in this Agreement.

## **1.2 Customer’s Interconnection Facilities**

Customer’s Interconnection Facilities and associated appurtenances are described in Subsection 1.2 of Exhibit 1 – Scope of Facilities.

Customer shall bear the cost of its Interconnection Facilities unless otherwise specified in this Agreement. Customer shall be solely responsible for all permits, zoning reviews, and other matters associated with obtaining rights from any governmental body or agency to construct its Interconnection Facilities. Prior to Consumers beginning construction of its Interconnection Facilities, Customer shall provide Consumers a copy of all necessary documents granting Customer the right to construct its Interconnection Facilities.

### **1.3 Consumers' Interconnection Facilities**

Consumers' Interconnection Facilities and associated appurtenances are described in Subsection 1.3 of Exhibit 1 – Scope of Facilities.

Customer shall bear the cost of Consumers' Interconnection Facilities unless otherwise specified in this Agreement. Consumers shall be responsible for all permits, zoning reviews, and other matters associated with obtaining rights from any governmental body or agency to construct its Interconnection Facilities. Customer shall reimburse Consumers for all costs associated with the installation and connection of Consumers' Interconnection Facilities. Customer shall solely assume the risk that Consumers may be unable to complete its Interconnection Facilities due to factors beyond its reasonable control.

### **1.4 Easements and Permits**

Customer will grant Consumers an easement to install its Interconnection Facilities within the site provided by Customer. Any additional permits or easements required will be at the Customer's expense. Construction of Consumers' Interconnection Facilities shall not commence unless and until Consumers has obtained all permits and easements that Consumers deems necessary, and in a form acceptable to Consumers, acting reasonably and in good faith, consistent with prudent utility practice.

### **1.5 Relocation**

If at any time either Party requires relocation of the Interconnection Facilities located on the Customer's premises described in Subsections 1.2 and 1.3 hereof from the final approved location to another location, the Party requiring such relocation shall incur all costs and expenses of the relocation. Any such relocation shall be reviewed and approved by the other Party prior to being made, which approval shall not be unreasonably withheld. The reviewing Party shall respond to such proposals within thirty (30) days of receipt. The Party owning said Interconnection Facilities shall complete the relocation unless otherwise agreed to at the time.

If at any time the Customer requires Consumers' Interconnection Facilities located on its premises to be relocated on such premises, Consumers shall, at the Customer's expense and upon

its request, relocate the same. The Customer shall provide Consumers with all necessary easement rights as required for the Interconnection Facilities located on the Customer’s premises.

**1.6 Payment by Customer of Consumers’ Costs and Expenses**

1.6.1 Customer shall reimburse Consumers for its total cost and expenses incurred in providing the Interconnection Facilities required by Subsection 1.3 and 1.4. Customer shall not be entitled to receive a refund of any portion of the total cost and expense incurred in providing the Interconnection Facilities required by Subsections 1.3 and 1.4 in the event that any Consumers customers are later connected to such Interconnection Facilities.

1.6.2 Consumers’ estimated conceptual cost (developed in accordance with “standard utility accounting practices”) for providing and installing Consumers’ Interconnection Facilities, including easement rights and permits, is included in the table below. Consumers estimates it will incur such cost and expense over a period of time. Customer shall reimburse Consumers for its estimated conceptual costs and expenses in accordance with invoices rendered by Consumers. For all payments whose due date comes at least 15 days after the effective date of this Agreement, invoices will be rendered and payments shall be due and payable such that Consumers receives the payments by the dates indicated in the following payment schedule:

<b>Payment</b>	<b>Amount Due</b>	<b>Milestone Description</b>
1	\$142,500.00	Upon execution of Facilities Agreement
2	\$142,500.00	8/18/2025
	<b>\$285,000.00</b>	<b>Total Estimated Conceptual Cost</b>
3	True-up (invoice or refund)	After Construction Complete and all costs have settled.

Payments shall be made in accordance with Subsection 1.6.3, 1.6.4 and 1.6.5.

- 1.6.3 When Consumers has determined that all costs and expenses are accounted for on its books, Consumers will issue a final invoice or credit to reconcile the estimated conceptual cost with the final work order estimate of the project. The final work order cost will be reviewed and reconciled to the estimated conceptual cost for each portion of the project covered under this Agreement. If Consumers' final work order cost is less than the payments received for the estimated conceptual cost provided in Subsection 1.6.2, Consumers shall refund the incremental amount to Customer. If Consumers' final work order cost is greater than the payments received for the estimated conceptual cost provided in Subsection 1.6.2, Consumers shall issue a final invoice to Customer for the incremental amount.
- 1.6.4 All payments to Consumers shall be made payable to Consumers Energy Company and shall be sent to Consumers Energy Company, P.O. Box 740309, Cincinnati, OH 45274-0309, or by wire transfer to a Consumers bank account or such other manner or at such place as Consumers shall, from time to time, designate by notice to Customer. Payments made by wire transfer shall reference the appropriate invoice number for which payment is being made.
- 1.6.5 Any payment not made on or before the due date shall bear interest, from the date due until the date upon which payment is made, at an annual percentage rate of interest equal to the lesser of (a) the prime rate published by the Wall Street Journal (which represents the base rate on corporate loans posted by at least 75% of the nation's banks) on the date due, plus 2%, or (b) the highest rate permitted by law.

## **SECTION 2**

### DESIGN AND CONSTRUCTION OF THE INTERCONNECTION FACILITIES

#### **2.1 Authority for Construction**

Except as otherwise provided in this Agreement, Customer shall have sole authority to manage, design, supervise, construct, procure materials for, control and take all steps which it deems necessary or appropriate for the installation of its Interconnection Facilities, required pursuant to Subsection 1.2, "Customer's Interconnection Facilities."

The design, specifications, installation and construction of the Interconnection Facilities required pursuant to Subsection 1.2 shall be in accordance with standards no less stringent than those used by Consumers for its own distribution voltage level installations and shall be inspected and commented on by Consumers prior to being placed into initial operation. However, Consumers has no liability, obligation or responsibility with respect to such design, plans, specifications, installation or construction regardless of its inspection and comment thereon. Inspection of and comments regarding the Interconnection Facilities by Consumers shall not relieve Customer of any of its obligations under this Agreement.

Consumers shall have sole authority to manage, design, supervise, construct, procure materials for, control and shall take all steps which it deems necessary or appropriate for the installation and connection of Consumers' Interconnection Facilities required pursuant to Subsection 1.3, "Consumers' Interconnection Facilities." However, Consumers shall have no liability to Customer if Consumers' Interconnection Facilities cannot be completed due to factors beyond its reasonable control.

## **2.2 Coordination of Construction Program**

The Parties shall coordinate their respective construction programs essential to carrying out the installation by Customer of its Interconnection Facilities required pursuant to Subsection 1.2 and the installation by Consumers of its Interconnection Facilities required pursuant to Subsection 1.3 and will cooperate to ensure as closely as practicable the simultaneous completion of the installation of the Interconnection Facilities to be installed by Customer and Consumers, respectively.

## **2.3 Interconnection of the Substation**

If the Customer has parallel generation connected to the substation, then the Parties shall execute a Generator Interconnection and Operating Agreement for the purpose of defining the conditions for interconnection of the Project and parallel operation with Consumers' distribution system.

Interconnection of the Project to Consumers' distribution system shall be made after the conditions of the Generator Interconnection and Operating Agreement for the Project have been satisfied.

Interconnection of the Substation to Consumers' distribution system shall be made after the following conditions have been satisfied:

- 2.3.1 Both Parties have declared their Interconnection Facilities ready for service.
- 2.3.2 Customer has met the design, specifications, installation and construction requirements of the second paragraph of Subsection 2.1, Authority for Construction.
- 2.3.3 Customer has provided adequate protective equipment to protect the equipment and service of Consumers from damage or interruption from electrical faults occurring at the Substation.
- 2.3.4 Customer has obtained written approval by Consumers of all protective equipment required pursuant to Exhibit 1 – Scope of Facilities, Subsection 1.2 for the protection of Consumers' distribution system, as referenced in Section 2.3.3 of this Agreement. If the Customer utilizes interconnection relays, approval will be granted after the required protective equipment is inspected and calibrated in accordance with the relay setting data issued by Consumers. Inspection and calibration must be either performed or witnessed by Consumers' personnel at Customer's expense. Customer must record the actual settings and inspection data on the relay-setting document furnished by Consumers and return such document to Consumers for approval.
- 2.3.5 Customer has developed operating and maintenance procedures, which Consumers has accepted in writing, for those protective devices which directly connect to Consumers' distribution system or interface with Consumers' protective devices.
- 2.3.6 Consumers has tested and accepted the billing meters and associated telemetry for the collection of the metered data required pursuant to Exhibit 1 – Scope of Facilities, Subsection 1.3.
- 2.3.7 Customer and Consumers have executed a procedure to describe the process (i) for switching and tagging the Interconnection Facilities for workers' protection during periods when such equipment must be removed from service and (ii) for returning the equipment to service.

2.3.8 Customer has reimbursed Consumers for all pertinent costs associated with the installation of Consumers' Interconnection Facilities as identified in Subsections 1.3, 1.4 and 1.6.

### **SECTION 3**

#### **OPERATION AND MAINTENANCE**

##### **3.1 Operation and Maintenance By Consumers**

Consumers shall have sole authority and responsibility to operate and maintain its Interconnection Facilities required pursuant to Subsection 1.3, "Consumers' Interconnection Facilities," in accordance with the applicable standards of Consumers. Consumers may manually operate, when necessary, its Interconnection Facilities and may perform preventative or emergency maintenance, or make system modifications, when necessary, on its Interconnection Facilities. Such authority and responsibility shall include removing its Interconnection Facilities from service, when necessary, as determined by Consumers. Consumers shall not be required to deliver energy to the Substation or provide a temporary connection to the Substation when maintenance or system modifications require disconnecting the Interconnection Facilities from Consumers' distribution system. Consumers shall endeavor to provide Customer at least two calendar weeks prior notice before performing preventative maintenance. Consumers will coordinate scheduling of planned outages with Customer. In the event of an unplanned outage, Consumers shall notify Customer as soon as is reasonably practicable under the circumstances and shall keep Customer updated on the status of restitution of service.

3.1.1 Customer shall reimburse Consumers for all direct and indirect costs and expenses (including but not limited to property taxes, overtime, insurance, equipment testing, and inspections) incurred by Consumers in owning, operating and maintaining its Interconnection Facilities from the point in time in which Consumers' Interconnection Facilities are ready for service. Consumers shall determine such costs and expenses in accordance with the standard practices and policies followed by Consumers for the performance of work for others in effect at the time such

operation and maintenance is performed. As used in this Agreement, the term "maintenance" includes inspection, repair and replacement. Payment by Customer of such costs and expenses shall be made in accordance with Subsection 3.1.2. In the event that Consumers uses any part of its Interconnection Facilities defined in Subsection 1.3 for the benefit of Consumers customers, then the allocation of the ongoing costs and expenses which are due to the ownership, operation and maintenance of the Interconnection Facilities provided pursuant to Subsection 1.3, shall be re-determined with consideration for possible changes in operation and maintenance costs to Customer. Consumers shall not be restricted in the use of its Interconnection Facilities while such redetermination is being made.

3.1.2 Payment by Customer of the costs and expenses described in Subsections 3.1.1 shall be made as follows:

3.1.2.a As soon as practicable after the end of each month in which operation and maintenance costs and expenses were incurred by Consumers pursuant to Subsection 3.1.1, Consumers shall furnish Customer a statement showing the amount of the payment to be made therefore by Customer.

3.1.2.b Each statement shall be paid by Customer so that Consumers will receive the funds by the 20th day following the date of such statement, or the first business day thereafter if the payment date falls on other than a business day.

3.1.2.c All payments shall be made payable to Consumers Energy Company and shall be sent to Consumers, Attention: Consumers Energy Company, P.O. Box 740309, Cincinnati, OH 45274-0309, or by wire transfer to a Consumers bank account or such other manner or at such place as Consumers shall, from time to time, designate by notice to Customer. Payments made by wire transfer shall reference the appropriate invoice number for which payment is being made.

3.1.2.d Any payment not made on or before the due date shall bear interest, from the date due until the date upon which payment is made, at an annual percentage rate of interest equal to the lesser of (a) the prime rate published

by the Wall Street Journal (which represents the base rate on corporate loans posted by at least 75% of the nation's banks) on the date due, plus 2%, or  
(b) the highest rate permitted by law.

### **3.2 Operation and Maintenance By Customer**

Unless otherwise specified in this Agreement, Customer shall have sole authority and responsibility to operate and maintain the Customer's Interconnection Facilities required pursuant to Subsection 1.2 in accordance with prudent electrical practices.

Any fuse ratings or relay settings required by Consumers may be revised, and Consumers may issue documents stating such revisions if it determines that it is necessary to do so. They may be revised only if Consumers issues documents specifying such revisions. In such event, the fuses shall be replaced, or the relay settings revised by Customer in accordance with the documentation provided within a reasonable period specified by Consumers.

Consumers may, upon reasonable notice and at a time reasonable to both parties, at Consumers' expense, inspect and test Customer's Interconnection Facilities to verify that the required protective equipment is in service, properly maintained, and calibrated to provide the intended protection. If necessary, this inspection may also include a review of Customer's pertinent records.

Consumers shall be responsible for ordering and acquiring all equipment associated with the communication circuits pursuant to Exhibit 1 – Scope of Facilities, Subsection 1.2 as well as the proper safety equipment required for the proper installation of said communication circuits, with the cost of such equipment and all continuing operating expenses being at the expense of the Customer. Additional operation and maintenance expenses associated with telemetry facilities are the responsibility of the Customer; the cost and maintenance of such telemetry facilities and associated communication circuits shall be borne by the Customer.

Inspection, testing and/or approval by Consumers or the omission of any inspection, testing and/or approval by Consumers pursuant to this Agreement shall not relieve Customer of any obligations or responsibility assumed under this Agreement.

## **SECTION 4**

### **ACCESS**

Consumers, its agents and employees, shall have full right and authority of ingress and egress at all reasonable times on and across the premises of the Substation for the purpose of installing, operating, maintaining, inspecting, replacing, repairing, and removing its Interconnection Facilities located on the premises. The right of ingress and egress, however, shall not unreasonably interfere with Customer's use of its premises.

## **SECTION 5**

### **INTERCONNECTION POINT AND POINT OF DELIVERY; METERING**

#### **5.1 Interconnection Point and Point of Delivery**

The Interconnection Point and Point of Delivery shall be at the point where the load side of Consumers' new three-phase gang operated switch connects with Customer 46 kV line conductors. . The proposed Wiring Diagram and Consumers' Interconnection Facilities have been identified and attached hereto as Exhibit 2 and Exhibit 3 respectively.

#### **5.2 Metering**

Measurements of electric energy deliveries shall be made by standard types of electric meters owned, installed and maintained by Consumers pursuant to Exhibit 1 – Scope of Facilities, Subsection 1.3.

The standard electric meters shall be tested by Consumers with a frequency at least once every six (6) years; upon request from the Customer, Consumers will share the results of the six (6) year standard electric meter tests with the Customer. On request and at the expense of Customer, a special test may be performed. Representatives of Customer shall be afforded the opportunity to be present at all routine or special tests and upon occasions when any readings, for purposes of settlements, are taken from meters not bearing an automatic record.

## **SECTION 6**

### SERVICE CONDITIONS

#### **6.1 Normal Operation**

It is understood that the Substation will normally remain connected to Consumers' distribution system. Customer shall, at its expense, install and properly maintain protective equipment and devices and provide sufficiently trained personnel to protect its equipment and service, and the equipment and service of Consumers, from damage, injury or interruptions during the Substation's connection to Consumers' distribution system, and, without limiting the indemnity provided in Subsection 7.1 herein, the Customer shall assume any loss, liability or damage to Customer's Interconnection Facilities caused by lack of or failure of such protection.

#### **6.2 Continuity of Service**

Each Party shall exercise reasonable care to maintain continuity of service in the delivery and receipt of electric energy. If service is interrupted for any reason, the cause of such interruption shall be removed and normal operating conditions restored as soon as practicable.

#### **6.3 System Protection**

Prior to making any system modification that might affect Consumers' fault protection equipment, Customer shall obtain approval from Consumers. Such modification shall include, but not be limited to, a change in the Substation transformer impedance, a change in the Substation transformer fuse rating or characteristics, addition of generation, a 46 kV line extension, or addition of a 46 kV substation. Consumers shall respond to any such proposal within 60 days.

#### **6.4 Consumers' Obligation to Connect**

Consumers shall not be obligated to continue the interconnection to the Substation if any one or more of the following conditions exist, including but not limited to: (a) electrical characteristics of the Substation are not compatible with the electrical characteristics of Consumers' distribution system; (b) an emergency condition exists on Consumers' distribution system; (c) Customer's protective equipment fails, resulting in a lack of the level of protection required by prudent utility practice; (d) the Substation is determined to be disrupting Consumers'

customers; (e) Consumers requires disconnection of the Substation in order to construct, install, maintain, repair, replace, remove, investigate, inspect or test any part of Consumers' Interconnection Facilities or any other Consumers equipment associated with the interconnection (also if a required component (example: phone line) or required modification to allow interconnection fails or becomes incapacitated and is not repaired in a timely manner); (f) by mutual consent; (g) Customer commits a material breach of this agreement or (h) Customer's failure to execute this agreement or upon cancellation or termination of this agreement. Consumers shall electrically connect or reconnect its distribution system to the Substation when, in Consumers' sole opinion, the conditions named above cease to exist. Under any of the conditions listed above, Consumers will follow the agreed upon procedures for disconnecting and re-connecting the Interconnection Facilities.

## **SECTION 7**

### INDEMNITY, INSURANCE

#### **7.1 Indemnity**

To the extent permitted by law, each Party shall at all times assume all liability for, and shall indemnify and save the other Party harmless from, any and all damages, losses, claims, demands, suits, recoveries, costs, legal fees, and expenses for injury to or death of any person or persons whomsoever occurring on its own system, or for any loss, destruction of or damage to any property of third persons, firms, corporations or other entities occurring on its own system, arising out of or resulting from, either directly or indirectly, its own Interconnection Facilities, or arising out of or resulting from, either directly or indirectly, any electric energy furnished to it hereunder after such energy has been delivered to it by such other Party, unless caused by the sole negligence or intentional wrongdoing of the other Party. The provisions of this Section 5 shall survive termination or expiration of this Agreement.

#### **7.2 Insurance**

Customer shall obtain and continuously maintain Commercial General Liability insurance written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least \$5,000,000. When requested in writing by Consumers, said \$5,000,000 limit shall be increased each year that this Agreement

is in force to a limit no greater than the amount arrived at by increasing the original \$5,000,000 limit by the same percentage change as the Consumer Price Index - All Urban Workers (CPI-U.S. Cities Average); the Customer will then have 6 (six) months from the written notice to execute and maintain the policy change request. Such policy shall include, but not be limited to, contractual liability for indemnification assumed by Customer under this Agreement.

Evidence of insurance coverage on a certificate of insurance shall be provided to Consumers upon execution of this Agreement and thereafter within ten (10) days after expiration of coverage; however, if evidence of insurance is not received by the eleventh (11<sup>th</sup>) day, Consumers has the right, but not the duty, to purchase the insurance coverage required under this Section and to charge the annual premium to Customer. Consumers shall receive thirty (30) days advance written notice if the policy is cancelled or substantial changes are made that affect the additional insured. At Consumers' request, Customer shall provide a copy of the policy to Consumers. All certificates and notices shall be mailed to:

Consumers Energy Company

One Energy Plaza

Jackson, MI 49201

Attention: Corporate Insurance Department

Email: InsuranceCertificates@cmsenergy.com

## **SECTION 8**

### **WARRANTY; LIMITATION ON LIABILITY; FORCE MAJEURE**

#### **8.1 Warranty**

Consumers warrants that any services performed under this Agreement shall be performed in accordance with accepted industry standards. The sole liability of Consumers under this warranty shall be limited to reperforming any such services on the same terms and conditions as the original services. EXCEPT AS EXPRESSLY STATED HEREIN THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE. CONSUMERS DOES NOT WARRANT THAT THE OPERATION OF THE EQUIPMENT INSTALLED HEREUNDER WILL BE ERROR FREE.

## **8.2 Limitation On Liability**

NEITHER PARTY SHALL IN ANY EVENT BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, LOST PROFITS, REVENUE OR GOOD WILL, INTEREST, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION OF EQUIPMENT OR MACHINERY, INCREASED EXPENSE OF OPERATION OF EQUIPMENT OR MACHINERY, COST OF PURCHASED OR REPLACEMENT POWER OR SERVICES OR CLAIMS BY CUSTOMERS, WHETHER SUCH LOSS IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **8.3 Force Majeure**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OPPOSITE PARTY FOR ANY ACT, OMISSION OR CIRCUMSTANCE OCCASIONED BY OR IN CONSEQUENCE OF ANY ACT OF GOD, LABOR DISTURBANCE, ACT OF THE PUBLIC ENEMY, WAR, INSURRECTION, RIOT, FIRE, STORM OR FLOOD, EXPLOSION, BREAKAGE OR ACCIDENT TO MACHINERY OR EQUIPMENT, CURTAILMENT, ORDER, REGULATION OR RESTRICTION IMPOSED BY GOVERNMENTAL, MILITARY OR LAWFULLY ESTABLISHED CIVILIAN AUTHORITIES OR BY THE MAKING OF NECESSARY REPAIRS UPON THE PROPERTY OR EQUIPMENT OF EITHER PARTY HERETO, OR BY ANY OTHER CAUSE OR CAUSES BEYOND EITHER PARTY'S REASONABLE CONTROL. CONSUMERS SHALL NOT BE REQUIRED TO SETTLE ANY STRIKE OR OTHER LABOR PROBLEM IN A MANNER NOT COMPLETELY SATISFACTORY TO IT.

## **SECTION 9**

### SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective Parties hereto. This Agreement shall not be assigned, transferred or otherwise alienated without the other Party's prior written consent, which consent shall not unreasonably be withheld. Any attempted assignment, transfer or alienation without such written consent shall be void.

## **SECTION 10**

### GOVERNING LAW

This Agreement shall be deemed to be a Michigan contract and shall be construed in accordance with and governed by the laws of Michigan, exclusive of its conflict of laws principles. In the event that any change in law or administrative regulation or rule that would materially alter the terms and conditions of this Agreement, either Party shall have the right to seek modification of this Agreement without prior written consent of the other Party.

## **SECTION 11**

### EFFECTIVE DATE, TERM AND TERMINATION

The Effective Date of this Agreement shall be the date of execution and shall continue in effect until this Agreement is terminated as provided. The Agreement may be terminated at any time by mutual agreement of both Parties, or by either Party upon giving the other at least one hundred eighty (180) days written notice.

## **SECTION 12**

### RETIREMENT

Upon termination of this Agreement pursuant to Section 11 or at such time after any of the Interconnection Facilities described herein are no longer required, then the need for the retirement of said Interconnection Facilities shall be mutually determined by the Parties. Retirement of said Interconnection Facilities may include without limitation (i) dismantling, demolition and removal

of equipment, facilities and structures, (ii) security, (iii) maintenance and (iv) disposing of debris. The cost of such removal shall be borne by Customer.

### **SECTION 13**

#### ENTIRE AGREEMENT AND AMENDMENTS

With respect to the subject matter hereof, this Agreement supersedes all previous representations, understandings, negotiations and agreements either written or oral between the Parties or the representatives and constitutes the entire agreement of the Parties. No amendments or changes to this Agreement shall be binding unless made in writing and duly executed by both Parties.

### **SECTION 14**

#### NOTICE TO PARTIES

Unless otherwise provided in this Agreement, any notice, consent or other communication required to be made under this Agreement, shall be in writing and (i) mailed postage prepaid, by certified or registered mail, return receipt requested; (ii) mailed via a nationally recognized overnight delivery service, or (iii) delivered in person to the address as the receiving Party may designate in writing.

Consumers Energy Company

1945 West Parnall Road

Jackson, Michigan 49201

Attention: Manager of Distribution Agreements & Programs

CITY OF PORTLAND – BOARD OF LIGHT AND POWER

723 EAST GRAND RIVER AVENUE

PORTLAND, MI 48875

Attention: Todd Davlin at [tdvalin@portland-michigan.org](mailto:tdvalin@portland-michigan.org)

All notices shall be effective when received.

#### **SECTION 15**

##### NO THIRD PARTY BENEFICIARIES

This Agreement is intended for the benefit of the Parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein.

#### **SECTION 16**

##### SECTION HEADINGS

The various headings set forth in this Agreement are for convenience of reference only and shall in no way affect the construction or interpretation of this Agreement.

#### **SECTION 17**

##### COUNTERPARTS AND ELECTRONIC DOCUMENTS

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**CONSUMERS ENERGY COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Review and Approval		
Approval as to Form		
Legal		

**CITY OF PORTLAND BOARD OF LIGHT AND POWER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**  
**SCOPE OF FACILITIES**

**1.1 General Facilities**

Such facilities and associated appurtenances as required to interconnect Consumers' existing Sunfield 46 kV high voltage distribution line #15k to the Customer's Substation by way of a new or modified Interconnection, which shall include, but shall not be limited to the following, which is estimated to be installed within approximately 18 months of execution of this Agreement, with any initial updates to this estimate for completion expected to be delivered within 90 business days of the execution of this Agreement:

**1.2 Customer's Interconnection Facilities**

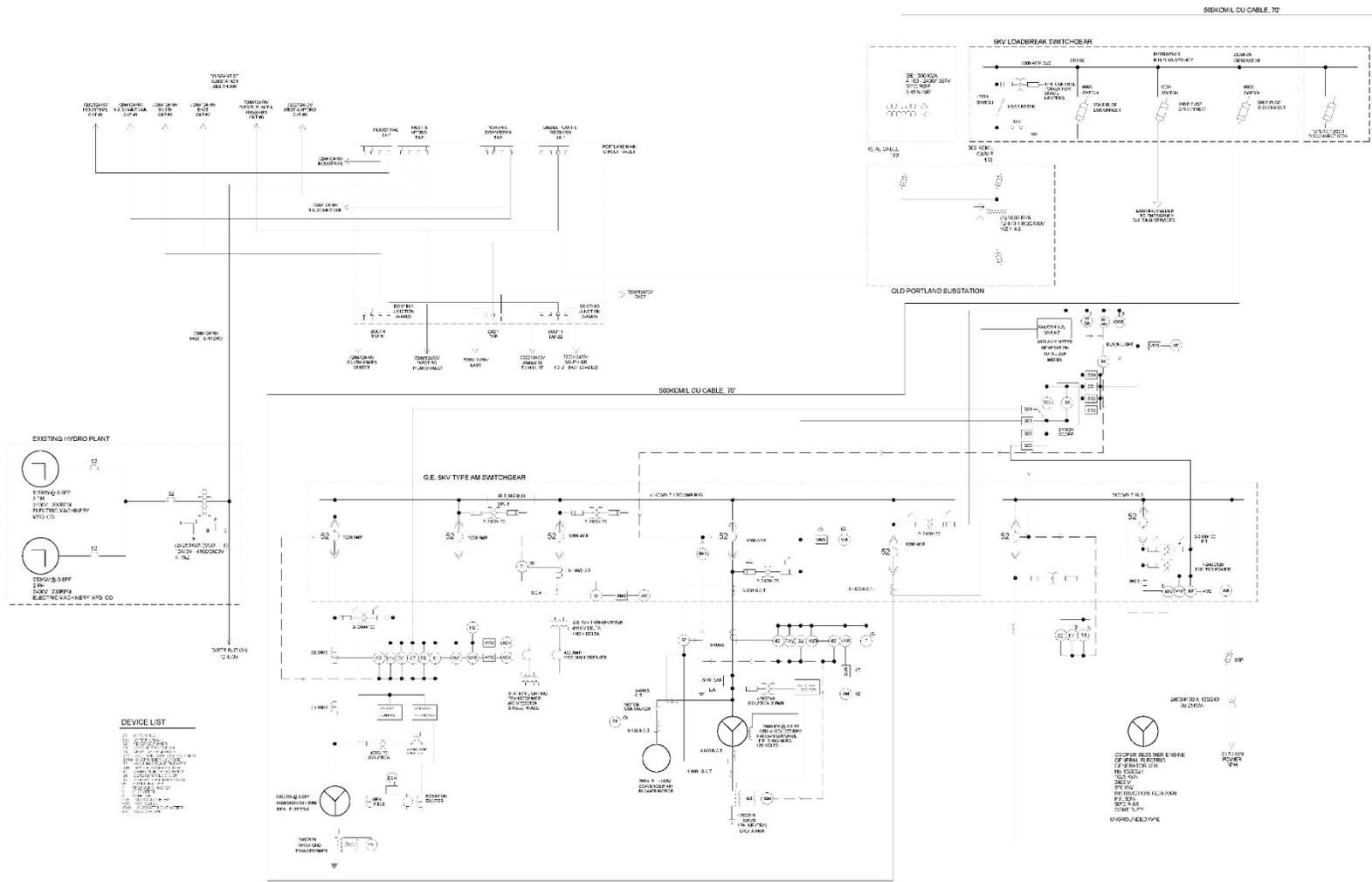
- 1.2.1 One (1) 46 kV circuit from isolation device in Exhibit 1, Section 1.3.1 to one (1) 12/16/20 MVA 46 kV delta to 12.47 kV grounded wye step down transformer with 8% +/- 7.5% impedance serving six (6) distribution feeder and generation circuits.  
The transformer bank relay settings are subject to approval by Consumers.
- 1.2.2 One 12.47 kV circuit from 46/12.47 kV transformer in Exhibit 1, Section 1.2.1 to one (1) 3 MVA 12.47 kV delta to 4.16 kV step up transformer with 4.8% +/- 7.5% impedance connected to the generators in Exhibit 1, Sections 1.2.5 and 1.2.6.
- 1.2.3 One 4.16 kV circuit from 12.47/4.16 kV transformer in Exhibit 1, Section 1.2.2 to one (1) 1.5 MVA 4.16 kV grounded wye to 2.4 kV delta step up transformer with 5.45% +/- 7.5% impedance.
- 1.2.4 One (1) 820 kW/1025 kVA Diesel Generator and associated switchgear, breakers, feeders, generator controls, protective relaying and wiring connected to the circuit in Exhibit 1, Section 1.2.3.
- 1.2.5 One (1) 2000 kW/2500 kVA Diesel Generator and associated switchgear, breakers, feeders, generator controls, protective relaying and wiring connected to the circuit in Exhibit 1, Section 1.2.2.
- 1.2.6 One (1) 1000 kW/1250 kVA Diesel Generator and associated switchgear, breakers, feeders, generator controls, protective relaying and wiring connected to the circuit in Exhibit 1, Section 1.2.2.
- 1.2.7 One (1) 125 kW Hydroelectric Generator and associated switchgear, breakers, feeders, generator controls, protective relaying and wiring connected to a substation distribution feeder circuit in Exhibit 1, Section 1.2.1.
- 1.2.8 One (1) 250 kW Hydroelectric Generator and associated switchgear, breakers, feeders, generator controls, protective relaying and wiring connected to a substation distribution feeder circuit in Exhibit 1, Section 1.2.1.
- 1.2.9 Suitable location for structure-mounted metering referenced in Exhibit 1, Section 1.3.2, subject to approval by Consumers.
- 1.2.10 Over/underfrequency protection(81O/U), under/over voltage protection (27/59),

- neutral overvoltage protection (59N), reverse power protection (32R), connected to trip an interrupting device(s) between the generation listed in Exhibit 1.2.4, 1.2.5, and 1.2.6 and the isolation device in Exhibit 1.2.1.
- 1.2.11 46 kV voltage and current transformers providing inputs to protection functions in Exhibit 1, Section 1.2.10.
  - 1.2.12 Voltage restrained overcurrent protection (51V) on each generator listed in Exhibit 1, Sections 1.2.4, 1.2.5, and 1.2.6, connected to trip an interrupting device(s) between the generators and the isolation device in Exhibit 1.2.1.
  - 1.2.13 2.4 kV voltage and current transformers on the generator branch listed in Exhibit 1, Section 1.2.4, providing inputs to protection function in Exhibit 1, Section 1.2.10.
  - 1.2.14 4.16 kV voltage and current transformers on the generator branch listed in Exhibit 1, Sections 1.2.5 and 1.2.6, providing inputs to protection function in Exhibit 1, Section 1.2.10.

### 1.3 **Consumers' Interconnection Facilities**

- 1.3.1 One (1) Three Phase, 46kV kV grounded-wye service tap (336 ACSR) from the existing Sunfield 46 kV Line #15k to a new three-phase gang operated switch with load break capability that will serve as the isolation device.
- 1.3.2 46kV structure-mounted metering, potential transformers, and current transformers with an additional port for 3<sup>rd</sup> party to access meter data; a letter of authorization from the Customer for the 3<sup>rd</sup> party would be required and must be executed using Consumer's Letter of Authorization processes.

# EXHIBIT 2 Wiring Diagram



CITY OF PORTLAND	MICHIGAN	GRANT ST SUBSTATION - SINGLE LINE (GEN INTERCONNECT)		NONE	PROJECT NUMBER 130-0204	SHEET 101	REV 1	DATE	JOB

FOR REVIEW AND COMMENT

THIS DRAWING IS THE PROPERTY OF THEA AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THEA.

# EXHIBIT 3

## Consumers' Interconnection Facilities



Not to Scale

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 25-07**

**A RESOLUTION APPROVING A PLANNED UNIT DEVELOPMENT CONCEPT PLAN  
AND ACCOMPANYING NARRATIVE FOR RINDLEHAVEN**

**WHEREAS**, PLG Development LLC submitted an application for a Planned Unit Development (PUD), dated January 2025, at the 130 acre site (Parcel # 34-300-034-000-005-01) on Cutler Road that would rezone the property from R2 to PUD to include residential and educational uses; and

**WHEREAS**, the subject property is located to the northwest of the E. Grand River Ave/I-96 Interchange, roughly bound by Rowe Avenue to the west, the Looking Glass River to the north, Portland Township to the east, and I-96 to the south; and

**WHEREAS**, the Planning Commission held the required public hearing in December of 2024 and staff held numerous meetings to evaluate the submittal, including preliminary site plan, and zoning ordinance requirements; and

**WHEREAS**, the Planning Commission, at the January 8, 2025, meeting, reviewed and approved (with conditions) the revised plans and recommends that the City Council approve the Planned Unit Development concept plan and accompanying narrative for Rindlehaven with the conditions outlined by PLB Planning Group in the January 3, 2025 analysis which is attached as Exhibit A.

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

1. The Portland City Council approves the Planned Unit Development concept plan and accompanying narrative for Rindlehaven with the conditions outlined by PLB Planning Group in the January 3, 2025, analysis which is attached as Exhibit A.
2. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**Dated:** February 18, 2025

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**Monique I. Miller, City Clerk**

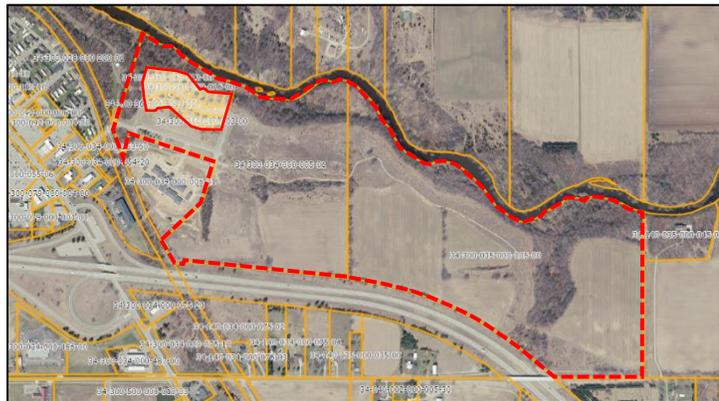
TO: Portland City Planning Commission  
 FROM: Paul LeBlanc, AICP  
 DATE: January 3, 2025  
 SUBJECT: Amended PUD Concept Plan

**Request**

The applicant has submitted revisions to the earlier concept plan in support of requesting an increase in the allowed multi-family density from 12 units per acre to 16.1 units per acre. Overall, the number of proposed dwellings for the entire PUD has been reduced by two (123 single-family lots vs. 125) for a total of 459 dwellings.

**Proposed Development**

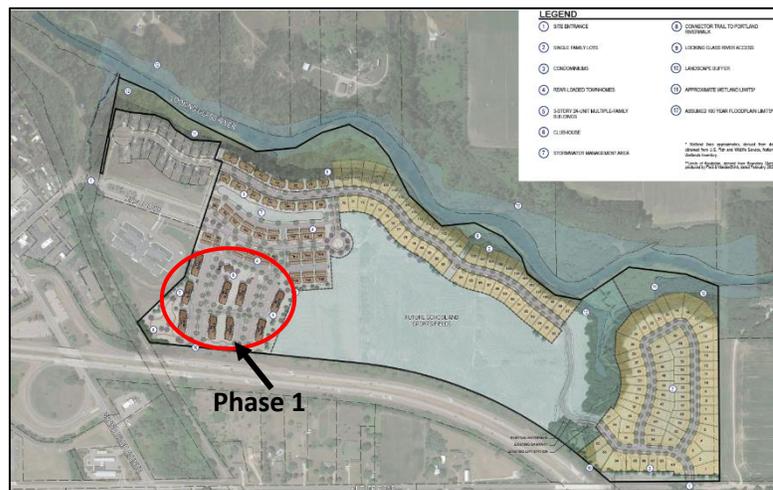
The applicant is proposing a mixed residential development on approximately 84 acres. The remaining 46 acres near the center of the property has been sold to the Catholic Diocese and reserved for potential future athletic fields, support facilities, and school buildings. Specific uses for this portion of the project remain uncertain, though a conceptual layout has been added to the PUD concept plan.



Within the residential portion of the site, 459 units are proposed, including:

- 123 single-family homes
- 38 attached condominium units
- 82 townhomes
- 216 multiple-family units

The applicant has indicated that the multiple-family portion of the project will constitute the first phase of the development. No information has been provided regarding the timing for the remaining residential phases or the athletic/school component.



## Review Criteria

Section 7-7 of the Zoning Ordinance requires that the proposed development must meet all applicable requirements of this ordinance and other city regulations, as well as the following general standards:

*(1) Purpose of PUD. The proposed development shall be consistent with the stated Purpose of this district, as found in section 7-1.*

**This standard appears to be met.** The concept plan appears to satisfy several of the purposes of planned unit development including utilizing the flexibility that will result in a better project; preserving existing natural assets, such as floodplain, wetlands, and rivers; utilizing lands in accord with their character and adaptability; and efficiently using land by facilitating economical and suitable arrangements for buildings, streets, utilities, and other land use features.

*(2) Eligibility Criteria. The proposed development shall satisfy each of the Eligibility Criteria, as stated in section 7-2.*

**This standard appears to be met.** It complies with all qualifying conditions regarding location, purpose, compliance with the Master Plan, size, varied housing options, public utility service, ownership, and public benefit.

*(3) Master Plan. The PUD shall be consistent with the recommended future land use patterns, goals, and relevant recommendations contained in the City of Portland Master Plan.*

**This standard appears to be met.** The City's Master Plan designates this property as Mixed-Use Development on the future land use map and notes the community desire for more housing options.

*(4) Surrounding Uses. The development shall be compatible with the existing and intended uses surrounding the subject property.*

**This standard appears to be met.** Proposed uses on the site would be arranged in an appropriate transitional pattern from south (adjacent to the freeway) to north (along the river). Higher density residential uses are proposed in proximity to the existing senior housing, while condominiums are proposed near the single-family lots. Future nonresidential uses (athletic facilities and school) would also abut the freeway, though adequate buffering of these facilities from adjacent residential concentrations may be necessary to ensure compatibility.

*(5) Natural Environment. The design and layout of the PUD shall be harmonious with the natural character of the site and surrounding area and shall employ best management practices to ensure their conservation.*

**This standard appears to be met.** Floodplain and wetland areas are identified on the concept plan as preserved open space.

(6) *Public Facilities and Services. The proposed development shall not place undue burden on the capacity of public facilities and services such as, but not limited to, streets, fire and police protection, water, sanitary sewer service, and drainage.*

**This standard appears to be met.** Public utilities will serve the site. Detailed design will be required for drainage, utilities, and vehicular access at the time of final plan approval.

(7) *Health, Safety and Welfare. The PUD shall not contain uses or conditions of use that may be injurious to the public health, safety, or welfare.*

**This standard appears to be met.** The proposed development is primarily a residential community, along with future athletic and school facilities that are commonly found in neighborhoods. However, potential impacts from traffic, noise, and lighting should be thoroughly evaluated as future phases of the development are proposed.

(8) *Consistent with All Applicable Standards and Requirements. The proposed development shall conform to all applicable requirements of this ordinance, unless specifically modified and approved, as authorized by section 7-4 (b).*

**This standard appears to be met.** Section 7-4(b) permits a modification of the dimensional requirements of the Zoning Ordinance for respective uses. However, it specifically states:

“Adjustments to the minimum requirements may be permitted only if they will result in a higher quality and more sustainable development, consistent with the purpose of the PUD district”.

The section also states:

“However, a reduction in lot size shall not result in an increase in the number of dwellings otherwise permitted by the applicable zoning district, unless a density bonus is also granted”.

The intent of Section 7-4(b) is to permit flexibility in design and layout for the project but does not allow for an increase in the number of units otherwise permitted by the applicable zoning regulations. In this case, the applicant is requesting numerous reductions from the regulations and a density increase for the first phase (multi-family dwellings). New information and revised drawings submitted on January 2, address the density bonus criteria (noted on page 4).

(9) *Final Site Plan. The final site plan is substantially consistent with the representations made and plans shown during the prior conceptual plan stage of approval.*

**This standard is not applicable to the concept plan.**

(10) *Recognizable and Substantial Benefits. Approval of the PUD will result in a recognizable and substantial benefit to the users of the project and to the community which would not otherwise be feasible or achievable under conventional zoning districts. The development shall provide two (2) or more of the benefits specified in section 7-2 (8).*

**This standard appears to be met.** Section 7-2(8) lists potential benefits to be derived by the community in exchange for granting PUD approval. These include:

- a. Preservation of significant natural features,
- b. A complementary mix of land uses or housing types,
- c. Preservation of common open space beyond the minimum required,
- d. Connectivity of preserved open space with adjacent open space, greenways or public trails,
- e. Coordinated redevelopment of multiple lots or parcels,
- f. Removal or renovation of deteriorating buildings, sites, or contamination clean-up.

The proposed development satisfies at least two of those benefits, i.e., preserving significant natural features (floodplain and wetlands) and providing a complementary mix of housing types. More information is needed to determine if other open space related benefits are afforded. The last two items (e. and f.) are related to redevelopment of properties or deteriorating buildings and are not applicable here.

### **Density Bonus**

Section 7-4(c) of the Zoning Ordinance establishes the criteria to be considered by the Planning Commission and satisfied by the applicant in order to qualify for increased density. That section also requires a parallel plan to determine the number of dwellings that would be permitted in accordance with the minimum district requirements. However, that provision is intended for single-family development and is not applicable to the multi-family use since no minimum lot sizes are required.

The review criteria for a density bonus include:

1. *The appearance and construction will result in a development of high quality, as evidenced by the innovative design and primary use of building materials such as stone, masonry, wood, or hardie-plank;*

**This standard may be met.** The applicant has stated the “buildings will incorporate masonry material on the lower level with a modern color schemed siding above. This is the prevailing contemporary design for high quality multiple family design.” However, as the ordinance requires the “primary use of” certain building materials, more specific information is needed regarding those materials and proportion of the materials to be used on the buildings.

2. *Amenities, beyond the minimum required open space, will be provided to create a more sustainable community and desirable living environment; and*

**This standard appears to be met.** While the ordinance does not require a minimum percentage of open space, it does establish parameters relative to what does and does not constitute open space, as well as the desired distribution of open space throughout a development. The applicant is proposing a system of trails, including connections to the City trail along the river. More locations have been added to provide access to the river, open space, and trails. The applicant has also noted that the “attached concept plan and open space exhibit illustrate the community green space, pocket parks, and other amenities. These pocket parks serve as access points to the green spaces and vistas to the Looking

Glass River. The community is also proposed to include an extensive network of sidewalks and trails that connect residents to open spaces and to the Portland Riverwalk trail network. The multiple family residential area will feature a park with community pavilion.” However, Sec. 7-4(d)(3)b. requires “a minimum 50-foot wide undisturbed open space setback shall be maintained from the edge of any river or wetland”. Several lots along the Looking Glass River or near wetlands appear to be closer than the required 50 feet. A note should be added to the concept plan calling attention to this requirement and noting that some lot lines or building locations may need to be adjusted.

3. *At least three (3) of the following will be included within the development:*

*a. Dedicated common open space is provided in excess of the minimum required, per section 7-4 (d).*

**This standard appears to be met.** See response to #2 above.

*b. One or more parking structures are proposed within a mixed-use or nonresidential PUD to meet the minimum parking requirements of this ordinance.*

**Not applicable.**

*c. One or more LEED-certified buildings will be constructed.*

**Not applicable.**

*d. Significant natural features, including stands of protected trees, will be preserved and/or substantial landscaping beyond the minimum requirements will be incorporated into the development.*

**This standard appears to be met.** Fifteen acres (approximately 12 percent of the site) will be preserved as dedicated open space, including floodplain and wetlands. The applicant also states “landscaping is proposed, especially in areas that will serve as a buffer to the expressway. A selection of quickly maturing trees will be planted in locations where shade would be favorable, and other landscaping installations that will surely convert this vacant land into an attractive location.”

*e. Decorative pavers or similar aesthetic enhancements will be incorporated into the vehicular and pedestrian circulation system.*

**This standard appears to be met.** The applicant is proposing the use of brick pavers to highlight crosswalks and serve as an alert to drivers.

*f. A commercial and/or office component is proposed within the PUD.*

**Not applicable.**

*g. Roof pitches greater than 6:12 will be incorporated into the residential design.*

**This standard appears to be met.** The applicant has requested a modification of height limits for the multi-family buildings up to 50 feet to allow for a greater roof pitch and higher ceilings within the units.

*h. Three or more public benefits, as identified in section 7-2 (8), will be achieved.*

*a. Preservation of significant natural features,*

**This standard appears to be met,** as noted above.

*b. A complementary mix of land uses or housing types,*

**This standard appears to be met.** The PUD is essentially a mixed residential development that combines four different dwelling types.

c. *Preservation of common open space beyond the minimum required,*

**This standard appears to be met,** as noted above.

d. *Connectivity of preserved open space with adjacent open space, greenways or public trails,*

**This standard appears to be met,** as noted above.

e. *Coordinated redevelopment of multiple lots or parcels,*

**Not applicable.**

f. *Removal or renovation of deteriorating buildings, sites, or contamination clean-up.*

**Not applicable.**

### **Comments**

The proposed project appears to satisfy the required qualifications to be considered for PUD zoning and the concept plan generally complies with the basic standards for approval, as well as for the requested density bonus for the multi-family component of the project.

However, as noted in the prior project review memo and several prior meetings, including last month's Planning Commission meeting, concerns have repeatedly been expressed about the potential traffic impact that the proposed development may have upon Rowe Avenue. Included within the applicant's revised materials is a "Preliminary Traffic Impact Report" prepared by Williams & Works. This "report", however, does not offer any information regarding the impact that might be expected on Rowe Avenue. It seems to be solely focused on East Grand River and concludes that the multi-family development will not have any impact on East Grand River. It fails to address the traffic impact on Rowe Avenue such as:

- the number of vehicles that may be stacked at the intersection during peak hour waiting to turn onto East Grand River;
- the length of time that those vehicles may wait to make their turn on East Grand River;
- the cumulative volume when the traffic generated by the proposed development is added to existing vehicles using Rowe; and
- the impact of construction traffic over the next several years. In fact, the "report" states "the development will produce little to no truck traffic, so the loading impacts for neighboring streets will not be affected".

In short, there is nothing in this one page "report" that offers any useful information regarding the suitability of Rowe Avenue to handle the expected traffic from the first phase of the PUD. Traffic analysis prepared by professional transportation engineers is essential prior to considering a final plan for the initial phase of this development.

### **Recommendation**

Overall, the proposed concept of mixed residential is a good one, though the uncertainty of the future use of the Diocesan property may necessitate later adjustments to the plans. The applicant's revised drawings and narrative have addressed most of the concerns expressed at the December Planning Commission meeting, including the bonus density. Traffic impact remains the significant issue to be satisfactorily addressed.

Therefore, I recommend that the Planning Commission **recommend to the City Council approval** of the PUD concept plan and accompanying narrative, dated January 02, 2025, **with the following conditions**:

- A note must be added to the concept plan calling attention to Section 7-4(d)(3)b which requires a minimum 50-foot wide undisturbed open space setback from the edge of any river or wetland and adjusting those lot lines or building locations, as needed, that may not comply with the requirement.
- The final plan must provide more specific information, including building elevations, regarding those building materials (such as stone, masonry, wood, or hardie-plank) and proportion of the materials to be used on the buildings that constitute the primary materials in accordance with Sec. 7-4(c)1.
- Prior to submitting an application for final plan approval for the initial phase, the applicant shall provide a traffic study, prepared by a licensed and qualified transportation engineer, that addresses the following:
  - ✓ Current peak hour capacity of Rowe Avenue,
  - ✓ Current traffic from adjacent businesses and existing development within the PUD site at peak hours on Rowe Avenue at the Grand River intersection,
  - ✓ Daily and peak AM and PM trips to be generated by the proposed 216 multiple-family units and each of the other individual residential components,
  - ✓ The projected level of service (LOS) and expected delays at peak hour for Rowe Avenue at the Grand River intersection,
  - ✓ The number of residential units, based on the type shown on the concept plan, and their projected peak hour generation that can be allowed before the Rowe/Grand River intersection will no longer function in an acceptable manner, and
  - ✓ Required improvements (widening, turn lanes, signalization, etc.) that may be necessary to ensure reasonable operation of that intersection.



January 2, 2025

Ms. Nikki Miller  
City of Portland  
259 Kent Street  
Portland, MI 48875

RE: Rindlehaven - Cutler Road - Concept PUD Plan Resubmittal  
City of Portland, Ionia County, Michigan

Dear Ms. Miller:

Enclosed, please find ten (10) sets of the following items being submitted for rezoning of property located on Cutler Road in the City of Portland. An electronic copy is also enclosed for your use.

1. Narrative
2. Preliminary Traffic Impact Report
3. Site Plan Set
4. Building Elevations

These items are being submitted for review and approval at the Planning Commission meeting on January 8, 2025.

Should you have any questions or need additional information, please don't hesitate to contact me at (616) 575-5190 or via email at [edeyoung@nederveld.com](mailto:edeyoung@nederveld.com).

Sincerely,

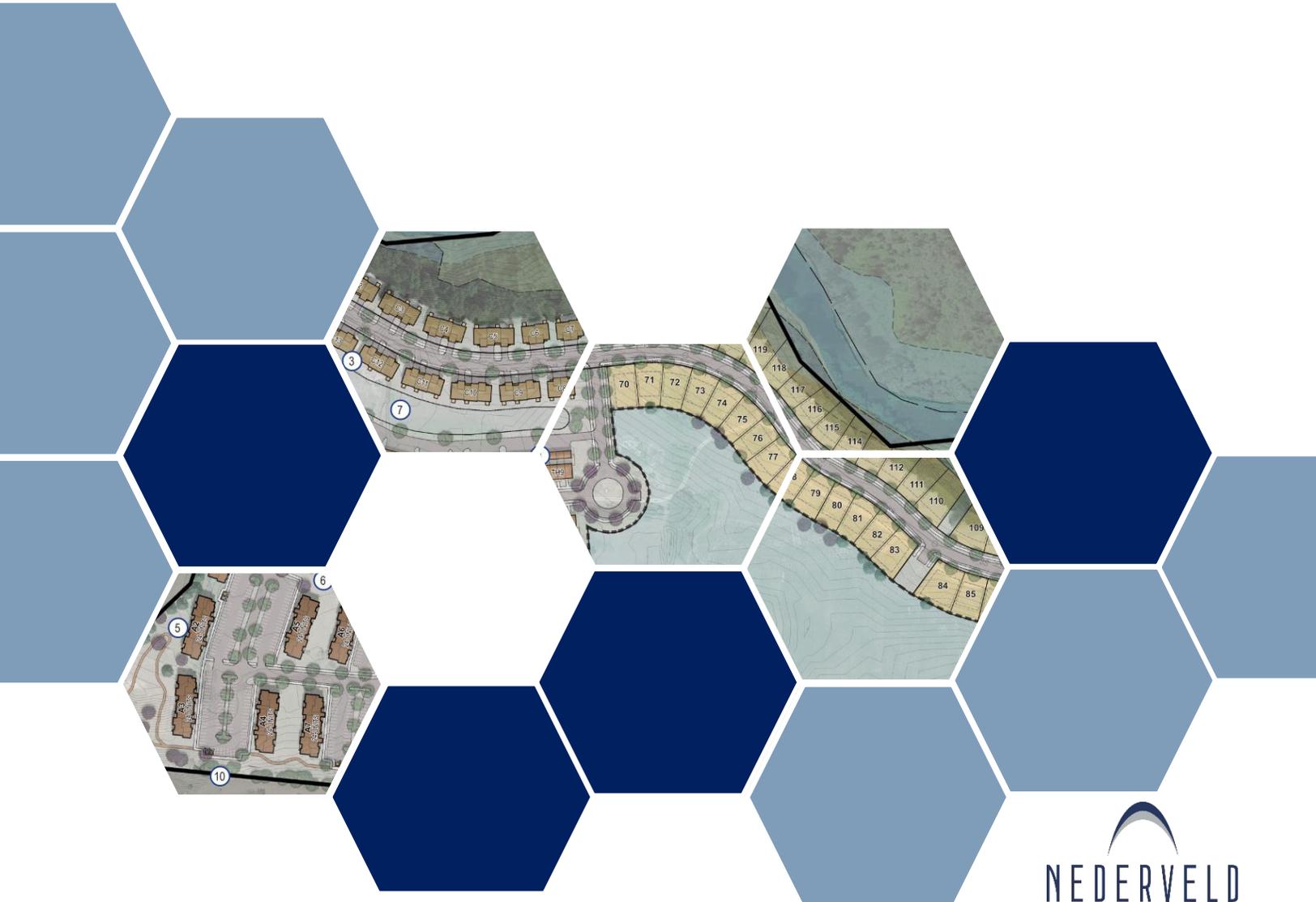
A handwritten signature in blue ink, appearing to read "Eric DeYoung", is written over a light blue horizontal line.

Eric DeYoung  
Project Manager

# RINDLEHAVEN

City of Portland

PUD Concept Plan – January 2025 Update



# PROJECT NARRATIVE

## OVERVIEW

PLG Development LLC proposes a Planned Unit Development at the 130-acre site on Cutler Road. This large site is bounded to the north by the Looking Glass River and to the south by Interstate 96. The newly reimagined **Rindlehaven** offers a mix of residential housing types as well as a future academic and sports facility campus. The proposed Rindlehaven PUD includes 123 single family lots, 38 attached single family condominiums, 82 townhomes, and 216 multiple family units. This dynamic housing mix is being proposed as a means to satisfy the growing housing needs of the community and provide more housing options, affording residents the ability to stay within their community as their housing needs evolve throughout their lives.

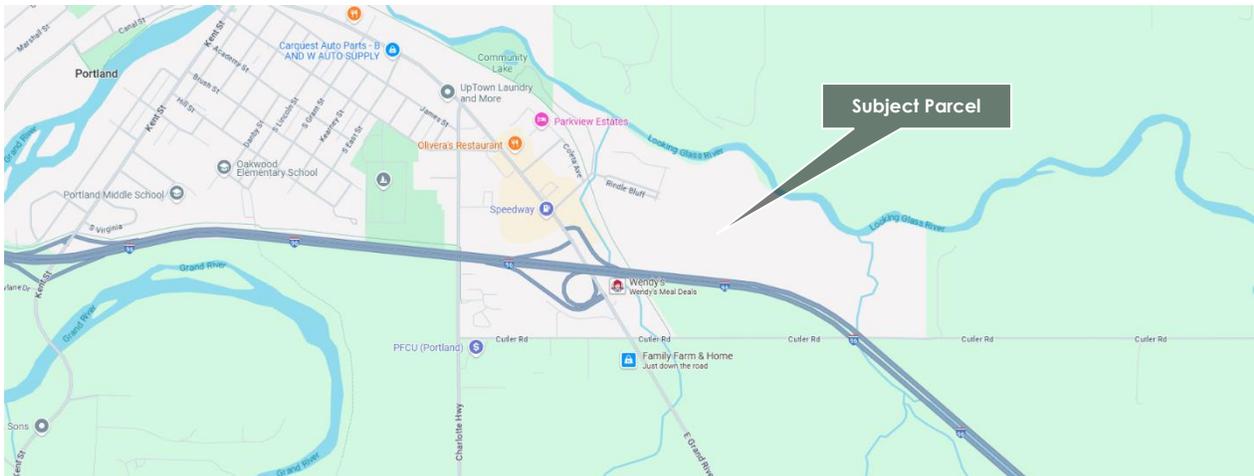
The proposed mix of housing types and uses aligns with the Mixed Use future land use designation outlined in the Portland Vision 2040 Master Plan published in 2015. The proposed plan not only follows the master plan’s vision from a broad land use perspective, but also advances the goals of the City to meet specific housing needs voiced by the community. The document states that “The 2014 resident survey showed a desire for more apartments and senior housing. New single-family attached housing development is also appropriate when the architectural design, landscaping, and other development factors will be in harmony with and complement existing, nearby residences” (pg. 66). This site is uniquely positioned to help satisfy these housing needs in a location that does not impact the established residential neighborhoods of Portland.

PLG Development LLC has entered into an agreement with the Diocese of Grand Rapids for St. Patrick Parish to obtain approximately 46 acres in the central portion of the PUD. This area would be used for academic purposes including sports fields, athletic facilities, school buildings, and supporting uses.

The applicant seeks approval of the PUD concept plan as an important step to activate a key property within the City of Portland.

## PARCEL INFORMATION

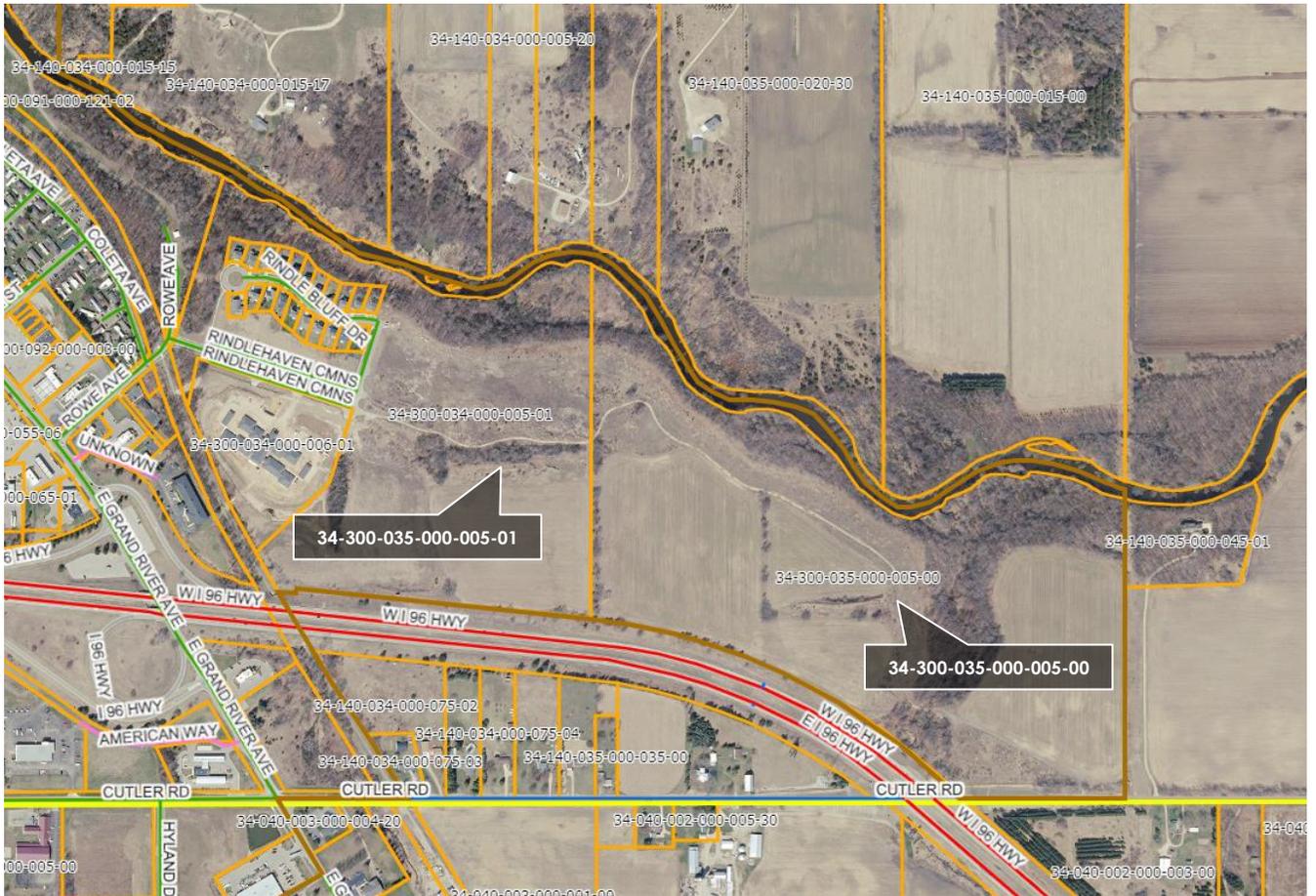
The subject property is located to the northwest of the E. Grand River Ave./I-96 interchange. It is roughly bounded by Rowe Avenue to the west, the Looking Glass River to the north, Portland Township to the east, and I-96 to the South.



The property is currently vacant or used for agriculture.

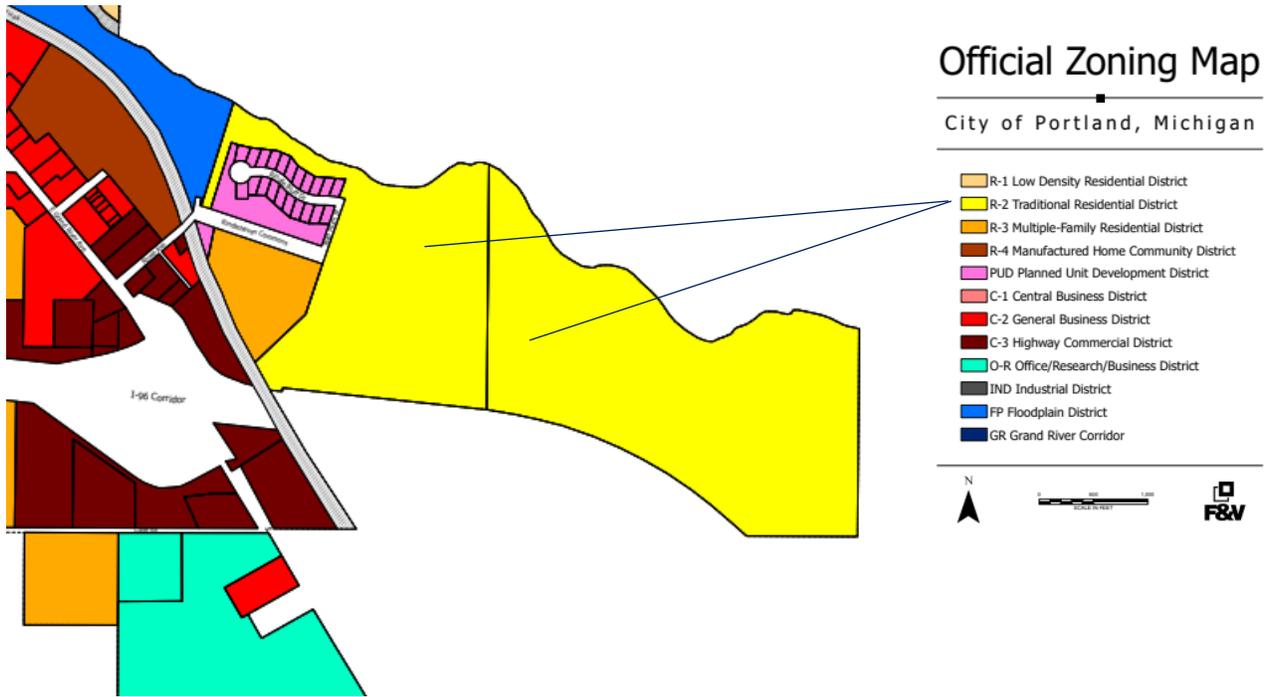
The subject property is comprised of two existing parcels as follows:

Address	Parcel number:	Size (acres)	Current Zoning:	Current Owner
"Cutler Road VAC" Portland, MI 48875	34-300-035-000-005-00	79.50 (GIS)	R-2, Traditional Residential	PLG Development LLC
"Cutler Road VAC" Portland, MI 48875	34-300-035-000-005-01	51.82 (GIS)	R-2, Traditional Residential	
Total:		129.94 (Survey)		



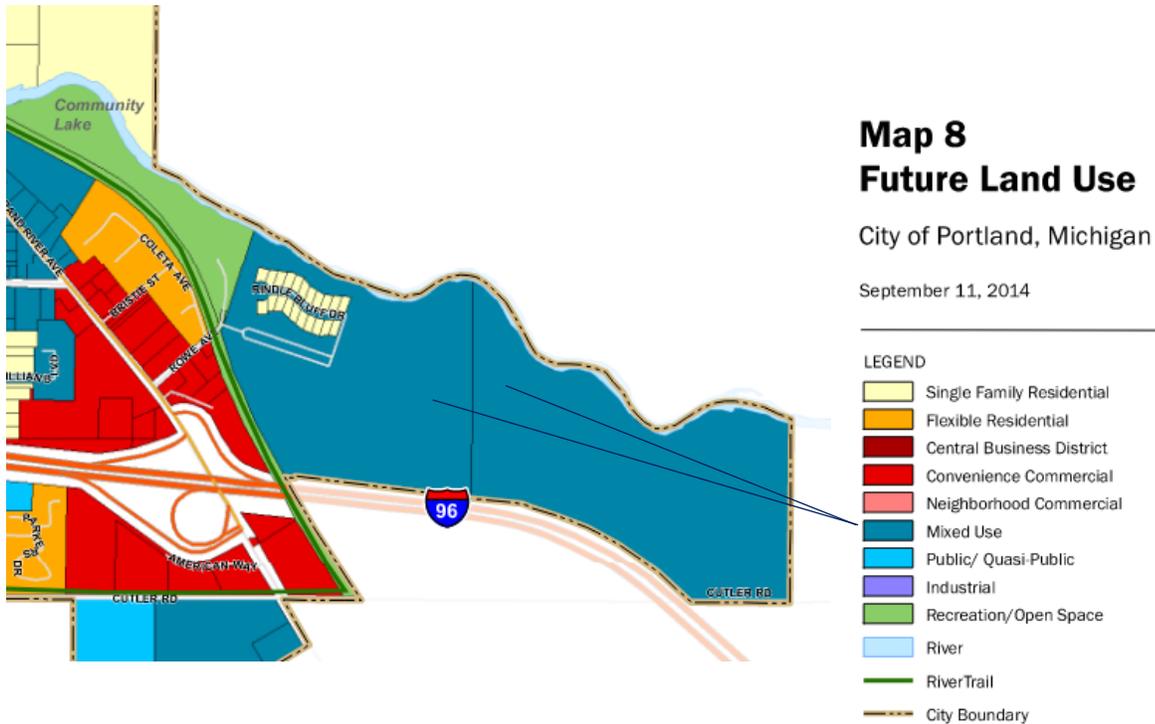
## CURRENT ZONING

According to the Official Zoning Map accessed online 11/14/2024 the subject parcels are zoned R-2, Traditional Residential District

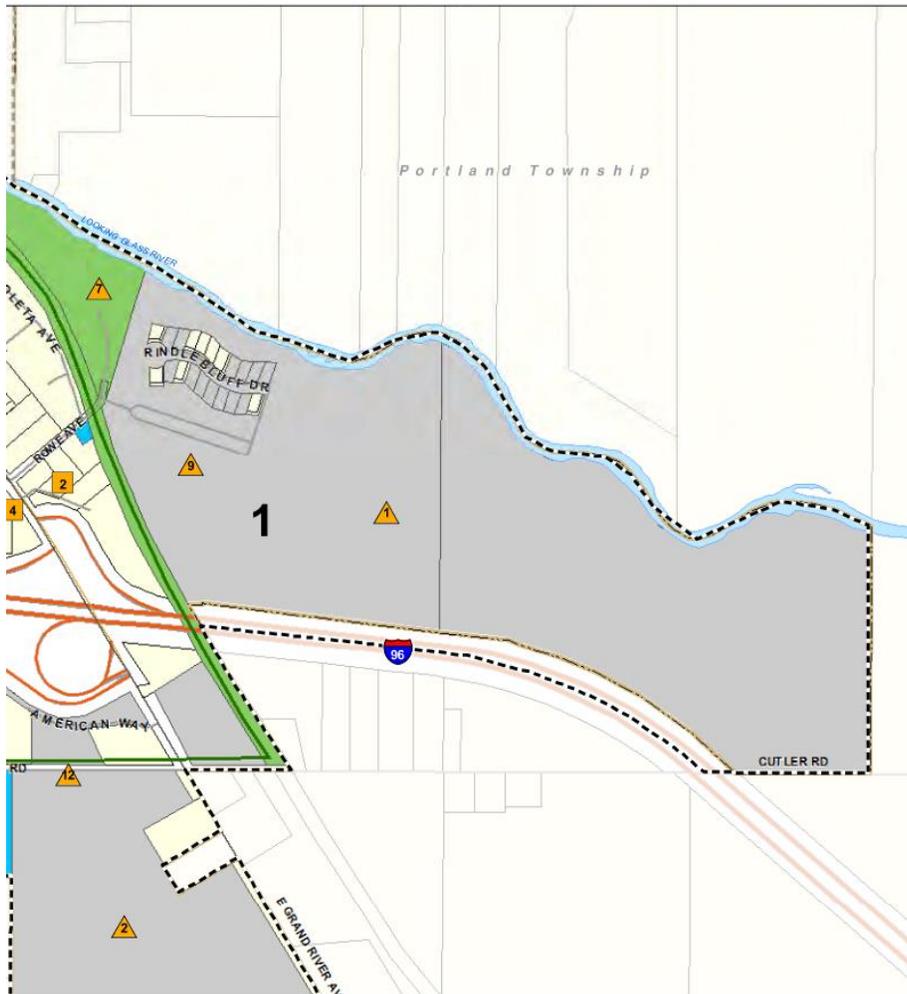


## FUTURE LAND USE

The Future Land Use map included in the Portland Vision 2040 master plan designates the subject parcels as Mixed Use



The property is also located in Sub Area One of the Master Plan as illustrated on page 43.



DRAFT

## Map 4 Sub Area One

City of Portland, Michigan

September 11, 2014

### Public/Quasi-Public Property

1. Church of the Nazarene
2. VFW Hall
3. Community Lake Park
4. Portland Water Tower

### Opportunities and Recent Developments

1. Rindhaven traditional neighborhood development
2. 425 Agreement Area with Danby Township (Subarea Plan)
3. Redevelopment opportunity Taco Bell/KFC Property
4. Redevelopment opportunity, desirable corner lot
5. Opportunity to connect grocery store with Charlotte Highway
6. Opportunity to keep transition between national/highway oriented businesses and local/less-intense uses.
7. Large community open space offers an opportunity for a skate park
8. Bike lanes or multi-use path on Grand River to fill sidewalk gaps
9. Encourage commercial uses toward the entrance to Rindhaven area.
10. Redevelopment opportunities restaurant
11. Redevelopment opportunities vacant lot
12. Cutler Road (Paved-2014)

### Issues and Concerns

1. Grand River Access Management
  - Heavy traffic volumes during morning and afternoon rush hours
  - No mid-block pedestrian connection between grocery store and densely populated manufactured home park dangerous crossing situation
  - Over abundance of driveways creates potential for conflicts and collisions
2. Confusing driveways connecting hotel, oil change, Arby's and bank; consider redesign
3. Access management & driveway consolidation
4. Landscaping improvements needed in convenience commercial area

### LEGEND

- Recreation/ Open Space
- Public/ Quasi-Public
- Vacant
- River
- Subareas Boundary
- River Trail System
- Sidewalk Gaps
- Thoroughfare Streets
- City Boundary

## STANDARDS OF APPROVAL

Section 7-7 of the Zoning Ordinance describes standards guiding evaluation of a PUD request. The standards are quoted in bold below followed by a short statement addressing compliance.

### **(1) Purpose of PUD.**

The proposed development is consistent with the purposes of the PUD district found in section 7-1. The proposed PUD will provide for flexibility in development that will result in a better project for the developer, residents, and users, as well as for the city, in general. The PUD proposes to preserve natural assets like floodplains, wetlands, and rivers. Open spaces are provided for the enjoyment of residents. Flexibility in arranging multiple types of housing provides for economical and suitable design.

### **(2) Eligibility Criteria.**

The proposed development satisfies each of the Eligibility Criteria as stated in section 7-2.

- The proposed PUD will achieve three or more purposes of a PUD as noted above.
- The proposed uses are consistent with the Master Plan as addressed below.
- The size of the parcel meets all minimum size requirements.
- The PUD proposes a variety of housing types including multiple family apartments, townhouse condominiums, conventional condominiums, and detached single family homes.
- The PUD will be serviced by municipal water and sewer. The needed infrastructure already passes through the subject property.
- The proposed PUD provides recognizable public benefits including:
  - Preservation of significant natural features
  - A complementary mix of land uses and housing types
  - Preservation of common open space beyond the minimum required.
  - Connectivity of preserved open space with adjacent open space and public trails, notably the Portland Riverwalk.
  - Coordinated redevelopment of multiple lots or parcels

### **(3) Master Plan.**

The PUD is consistent with the recommended future land use patterns, goals, and relevant recommendations contained in the City of Portland Master Plan. The Future Land Use map designates the subject properties for Mixed Use - the blend of a variety of housing opportunities with a proposed educational use conforms to this goal.

As guided by the Sub Area plan on page 43, the Brook of Portland Retirement Community was approved and built in the area near the entrance. The Sub Area map key notes the Rindlehaven area for neighborhood development.

Page 31 of the Master Plan addresses the subject area directly:

### Opportunities

- Over 150 acres of land was incorporated into the City. While originally envisioned as a mixed-use, planned unit development, it is now envisioned primarily as a residential development including a mix of single family homes. The area is located south of the Looking Glass River, North of I-96, and east of the Portland River Trail. The first home of this development was finished in late 2007, but the downturn in the economy stalled the development until recently. Several new homes were developed between 2011 and 2014, bringing the total to approximately 8 homes.

The proposed PUD aligns with the area being “now envisioned primarily as residential development including a mix of single-family homes”.

The subject parcel is also discussed on page 67 of the Master Plan.

### Rindlehaven

The Rindlehaven subdivision is an approved planned unit development approximately 160 acres in size. The approved planned unit development plan includes single family residential homes (of varying density), multiple-family units, as well as some commercial development. This area is designated mixed use to allow for flexibility of locating these approved uses under a neo-traditional design concept that promotes non-vehicular traffic and traditional neighborhood design.

Again, the proposed PUD aligns with the vision of the City, providing attached and detached single family housing as well as multiple family units. The proposed institutional use is an attractive complement to the proposed housing mix.

#### **(4) Surrounding Uses.**

The development is compatible with the existing and intended uses surrounding the subject property. To the west, the Brook of Portland is positioned next to the proposed multiple family area. The existing homes along Rindle Bluff would be adjacent to attached single family condominium units. The future school and sports campus would be along the I-96 corridor, minimizing conflicts.

#### **(5) Natural Environment.**

The design and layout of the PUD is harmonious with the natural character of the site and surrounding area. Best management practices will be employed to ensure natural asset conservation. A storm water management area is proposed to provide for water quality. Municipal water and sewer connections are proposed to eliminate the need for wells and private septic systems with drainfields.

#### **(6) Public Facilities and Services.**

The proposed development will not place undue burden on the capacity of public facilities and services such as, streets, fire and police protection, water, sanitary sewer service, and drainage. The scale of the proposed PUD is greatly reduced from that approved for the original Rindlehaven PUD as articulated in the Pattern Book. The traffic that would have been generated by the earlier approved versions of Rindlehaven will be significantly reduced. See section “traffic” below for further discussion.

**Project Development Plan**



**(7) Health, Safety and Welfare.**

The PUD will not contain uses that will be injurious to the public health, safety, or welfare. Only residential and educational uses are proposed.

**(8) Consistent with All Applicable Standards and Requirements.**

The proposed development, given the proposed deviations, conforms to applicable requirements of this ordinance.

**(9) Final Site Plan.**

A final site plan is not being submitted at this time. Should the Concept PUD be approved, a subsequent final site plan will be substantially consistent with the plans shown during the conceptual plan stage in conformance with Section 7-5(g).

**(10) Recognizable and Substantial Benefits.**

Approval of the proposed PUD will result in a recognizable and substantial benefit to the users of the project and to the community which would not otherwise be feasible or achievable under conventional zoning districts. The development provides two or more of the benefits specified in section 7-2 (8) as articulated in point 2 above.

## SUMMARY OF INTENT

As guided by Section 7-4(b)2, the applicant proposes the following deviations from the zoning district requirements.

In accordance with Section 7-4(a) the base zoning district requirements applicable to the proposed use are as follows:

Zoning Requirements by Use Type	
Land Use Type	Applicable Zoning district
Detached single family residential	R-2
Two family residential	R-3
Attached single family residential	
Multiple family	

### Detached Single Family Lots [Lots 1 - 125]

Ordinance	Current Requirement	Proposed Requirement	Requested Departure
Sec. 4.3 – Dimensional Requirements			
Side Yard Setback	Min. 8 ft. 18 ft. total 2 sides	5 ft.	3 ft. each side, 8 ft. total
Rear Yard Setback	30 ft.	25 ft.	5 ft.
Sec. 8-4(b)(1) – Lots and Lot Measurements			
Corner lot setback	Two front yards 25 ft. for each	15 ft. for secondary front yard	10 ft. on secondary front yard

### Attached Single-Family Condos [Buildings C1 - C14]

Ordinance	Current Requirement	Proposed Requirement	Requested Departure
Sec. 4.3 – Dimensional Requirements			
Minimum Lot Area per Dwelling Unit	21,780 sq.ft.	No lot required. See Site Regulating Standards on preliminary site plan.	No lot required
Minimum Lot Width	120 ft.	No lot required. See Site Regulating Standards on preliminary site plan.	No lot required

Minimum Lot Depth	180 ft.	No lot required. See Site Regulating Standards on preliminary site plan.	No lot required
Front Yard Setback	30 ft.	Minimum distance from garage foundation wall to sidewalk = 22 ft.	19 ft.
Side Yard Setback	Min. 20 ft. 45 ft. total 2 sides	Minimum building to building separation [foundation wall to foundation wall] = 16 ft. Minimum distance to PUD boundary = 10 ft.	Not lot required
Rear Yard Setback	40 ft.	Minimum building to building separation [foundation wall to foundation wall] = 16 ft. Minimum distance to PUD boundary = 10 ft.	No lot required

#### Attached Single-Family Townhomes [Buildings TH1 - TH22]

Ordinance	Current Requirement	Proposed Requirement	Requested Departure
Sec. 4.3 – Dimensional Requirements			
Minimum Lot Area per Dwelling Unit	21,780 sq.ft.	No lot required. See Site Regulating Standards on preliminary site plan.	No lot required
Minimum Lot Width	120 ft.	No lot required. See Site Regulating Standards on preliminary site plan.	No lot required
Minimum Lot Depth	180 ft.	No lot required. See Site Regulating Standards on preliminary site plan.	No lot required
Front Yard Setback	30 ft.	Minimum distance to adjacent ROW = 10 ft.	20 ft.
Side Yard Setback	Min. 20 ft. 45 ft. total 2 sides	Minimum building to building separation [foundation wall to foundation wall] = 12 ft. Minimum distance to PUD boundary = 10 ft.	Not lot required
Rear Yard Setback	40 ft.	Minimum building to building separation [foundation wall to foundation wall] = 12 ft.	No lot required

		Minimum distance to PUD boundary = 10 ft.	
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**Multiple Family Buildings [Buildings A1 - A9]**

Ordinance	Current Requirement	Proposed Requirement	Requested Departure
Sec. 4.3 – Dimensional Requirements			
Minimum Lot Area per Dwelling Unit	21,780 sq.ft.	No lot required. See Site Regulating Standards on preliminary site plan.	No lot required
Minimum Lot Width	120 ft.	No lot required. See Site Regulating Standards on preliminary site plan.	No lot required
Minimum Lot Depth	180 ft.	No lot required. See Site Regulating Standards on preliminary site plan.	No lot required
Front Yard Setback	30 ft.	Minimum distance to adjacent right-of-way = 10 ft.	No lot required
Side Yard Setback	Min. 20 ft. 45 ft. total 2 sides	Minimum building to building separation [foundation wall to foundation wall] = 40 ft. Minimum distance to adjacent right-of-way = 10 ft Minimum distance to PUD boundary = 25 ft..	Not lot required
Rear Yard Setback	40 ft.	Minimum building to building separation [foundation wall to foundation wall] = 40 ft. Minimum distance to PUD boundary = 25 ft..	No lot required
Maximum Building Height	35 ft.	50 ft.	15 ft.

The proposed modifications satisfy the requirements of Section 7-4 (b) 2 in that they create more common open space for residents, enhance the connectivity and walkability of the community, resulting in a better development consistent with the purposes of a PUD expressed in section 7.1.

## DENSITY

Portions of the project, notably the multiple family product type area, do exceed the 12 units per acre articulated in the ordinance as the maximum for the R-3 base district. Please see the attached density calculation exhibit. Section 7-4c of the ordinance does provide for a density bonus to be granted if the project demonstrates certain benefits. Portions of the section are quoted below, followed by a brief statement of compliance in italics.

Consideration of a density bonus shall be based on demonstrating that the following will be achieved:

1. The appearance and construction will result in a development of high quality, as evidenced by the innovative design and primary use of building materials such as stone, masonry, wood, or hardie-plank;

*Please see the attached renderings below and attached. The buildings will incorporate masonry material on the lower level with a modern color schemed siding above. This is the prevailing contemporary design for high quality multiple family design.*

2. Amenities, beyond the minimum required open space, will be provided to create a more sustainable community and desirable living environment;

*The attached concept plan and open space exhibit illustrate the community green space, pocket parks, and other amenities. These pocket parks serve as access points to the green spaces and vistas to the Looking Glass River. The community is also proposed to include an extensive network of sidewalks and trails that connect residents to open spaces and to the Portland Riverwalk trail network. The multiple family residential area will feature a park with community pavilion.*

3. At least three (3) of the following will be included within the development:

a) Dedicated common open space is provided in excess of the minimum required, per section 7-4  
*Please see the attached trail network and community amenity plan.*

b) One or more parking structures are proposed within a mixed-use or nonresidential PUD to meet the minimum parking requirements of this ordinance.  
*No parking structures are proposed*

c) One or more LEED-certified buildings will be constructed.  
*No such buildings are proposed*

d) Significant natural features, including stands of protected trees, will be preserved and/or substantial landscaping beyond the minimum requirements will be incorporated into the development.

*Substantial landscaping is proposed, especially in areas that will serve as a buffer to the expressway. A selection of quickly maturing trees will be planted in locations where shade would be favorable, and other landscaping installations that will surely convert this vacant land into an attractive location.*

e) Decorative pavers or similar aesthetic enhancements will be incorporated into the vehicular and pedestrian circulation system.

*Pedestrian crosswalks are proposed to feature a brick or paver style design. This enhancement provides both a visual and audible cue that this is a residential area and not a thoroughfare.*

f) A commercial and/or office component is proposed within the PUD.  
*Beyond a clubhouse/office for the multiple family residences, no such component is proposed.*

g) Roof pitches greater than 6:12 will be incorporated into the residential design.

*A departure to 50-foot maximum building height is requested. This departure allows for greater roof pitch in this subpart, and allows for better flexibility to include three floors all above grade. We think that using above grade instead of garden level on the bottom provides a nicer looking product. The 50 feet will also allow for interior ceilings greater than 8 feet, which will make the apartment homes more comfortable and appealing, which will help retain good residents for renewal terms.*

h) Three or more public benefits, as identified in section 7-2 (8), will be achieved.

a. Preservation of significant natural features,  
*The entirety of the Looking Glass River frontage is proposed to be preserved.*

b. A complementary mix of land uses or housing types,  
*Multiple family, attached single family, and detached single family, incrementally incorporated with facilities for religious, educational and athletic enrichment from the Church that has and will continue to have strong community engagement*

c. Preservation of common open space beyond the minimum required,  
*The Looking Glass riverfront is a significant area of community green space. Additional pocket parks and pedestrian connections are also proposed. See attached exhibit.*

d. Connectivity of preserved open space with adjacent open space, greenways or public trails,  
*Please see the attached plan. The applicant is proposing a walkway in the river front preservation area to City's property along the river and interconnects well with the Riverwalk. The plan will incorporate walking paths or sidewalks through and around the apartments to connect and will create a walking loop of nearly a mile, all contained within and immediately adjacent to the PUD*

e. Coordinated redevelopment of multiple lots or parcels,  
*The PUD plan, even before these modifications, includes a really great coordinated plan to provide things needed in Portland, without adding things that the community does not want to see.*

f. Removal or renovation of deteriorating buildings, sites, or contamination clean-up.  
*This plan will bring this last large development space in the City to conclusion where it has been vacant for many years of various ownership and difficulties.*

## TRAFFIC CONSIDERATIONS

The applicant proposes obtaining and submitting to the City additional traffic information in two parts.

First, accompanying this submittal is an analysis of the AM and PM traffic increase and overall existing capacity for Rowe between Grand River and Rindlehaven. This Preliminary Traffic Impact Report from Williams & Works, Inc. demonstrates the short-term feasibility as the report notes “it is anticipated that there will be little impact on traffic flow”.

Obtaining approval or conditional approval based on this report would allow the applicant to start the heavy lifting of site planning.

Second, the applicant will furnish a traffic study that includes data addressing the requirements suggested in the 12/2/2024 staff report, see below. That study will take time to complete and is estimated to be available Spring 2025.

- Current peak hour capacity of Rowe Avenue,
- Current traffic from adjacent businesses and existing development within the PUD site at peak hours on Rowe Avenue at the Grand River intersection,
- Daily and peak AM and PM trips to be generated by the proposed 216 multiple-family units and each of the other individual residential components,
- The projected level of service (LOS) and expected delays at peak hour for Rowe Avenue at the Grand River intersection,
- The number of residential units, based on the type shown on the concept plan, and their projected peak hour generation that can be allowed before the Rowe/Grand River intersection will no longer function in an acceptable manner, and
- Required improvements (widening, turn lanes, signalization, etc.) that may be necessary to ensure reasonable operation of that intersection.

## **ADDITIONAL INFORMATION**

In addition to the residential plans provided, there are approximately 46 acres of land under contract between PLG Development LLC and the Diocese of Grand Rapids for St. Patrick Parish. The Diocese intends this portion of the development for future development and will bring forward site plan proposals for the exact location of the planned facilities.

The intended future use of this portion of the development may include elements related to an academic and sports campus. In addition to being the planned future site of a high school building, the site may include, without limitation, football and baseball fields, track, and related facilities. The Diocese and St. Patrick are working with another engineering firm, Progressive AE, to narrow the list of athletic uses that will be on site, and to design, generally, the layout of where on the site each element will be located. An early schematic design for the site is included in the submittal for conceptual purposes.

## **MULTIPLE FAMILY BUILDINGS**

Conceptual elevations for the proposed Multiple Family Buildings are provided. The proposed building footprint is approximately 168' x 42'. The square footage is approximately 7,350 square feet of gross floor area per floor with a total of 22,050 square feet of gross floor area. Net floor area is estimated at 6,500 square feet per floor with a total estimated net square footage of 19,500.

The buildings are proposed to have greater than 6:12 pitched roofs. Additional dimensions are shown on the attached rendering.



## **SUMMARY**

The proposed mix of residential and educational uses is an excellent opportunity to activate a key parcel in the City of Portland. Approving the proposed PUD will help the City realize the goals and objectives articulated in its Master Plan, providing an attractive, connected, high-quality housing opportunity for many types of residents.

# williams&works

engineers | surveyors | planners

December 30, 2024

Ms. Nikki Miller  
City of Portland  
259 Kent Street  
Portland MI 48875

**RE: Rindlehaven – Cutler Rd – Concept PUD Plan – Preliminary Traffic Impact Report**

Dear Ms. Miller:

PLG Development Group is proposing a Planned Unit Development at the 130-acre site on Cutler Rd. The newly reimagined Rindlehaven will offer a mix of residential housing types as well as a future academic and sports facility campus. The proposed development includes 125 single family lots, 38 attached single-family condominiums, 82 townhomes, and 216 multiple family units. The development will be completed in phases. The purpose of this memo is to focus specifically on the 216 multiple family units, which is identified as “Area 5” on the site plan.

Access to the development will be provided off of Grand River Avenue, by Rowe Ave to Rindle Bluff. Impacts will be considered for Grand River Avenue. The current ADT for Grand River was estimated using the last volume count in the MS2 MDOT Traffic Count Data System. The last volume of 11,770 was taken in 2003, and using a 1% growth rate, the current ADT is estimated to be 14,650 vehicles per day, with the AM Peak Hour being 1,096 vpd from 11:45am to 12:45pm, and the PM Peak Hour being 1,298 vpd from 4:30pm to 5:30pm. Directional distribution is 51% NB and 49% SB.

Historically, trips generated for a multiple family development are 5.5 trips per day per dwelling. So, the multiple family units will generate 1,188 trips per day. Considering the peak hours, the post development peak hour volumes will be increased to 1,184 for the AM Peak Hour, and 1,413 for the PM Peak Hour. Rowe Ave is a side street that will be used to access the development, and that road will act a queuing system for the major street of Grand River. It is anticipated that there will be little impact on traffic flow due to Rowe Ave being utilized for queuing. The overall traffic generated by the development will produce little to no truck traffic, so the loading impacts for neighboring streets will not be affected as the equivalent standard axel load will not increase over the design life of the streets.

Should you have any inquiries or concerns, please do not hesitate to reach out.

Sincerely,

**Williams & Works, Inc.**

David Mickevich  
Project Engineer

2440025-2024-1105-Site-illustration-plan 01/02/2025 @ 3:57 pm



### SCHOOL LEGEND

- A** 9-12 SCHOOL BUILDING
  - B** FUTURE FIELD HOUSE
  - C** FOOTBALL FIELD
  - D** CONCESSION BOOTH
  - E** TRACK AND FIELD
  - F** PARKING AREA
  - G** BASEBALL FEILD
  - H** SOFTBALL FIELD
  - I** STORM PONDS [TYPICAL]
  - J** WETLANDS
  - K** OPEN SPACE
- \*\*PLAN BY OTHERS\*\***

### SITE LEGEND

- 1** SITE ENTRANCE
  - 2** SINGLE FAMILY LOTS
  - 3** CONDOMINIUMS
  - 4** REAR-LOADED TOWNHOMES
  - 5** 3-STORY 24-UNIT MULTIPLE-FAMILY BUILDINGS
  - 6** CLUBHOUSE
  - 7** STORMWATER MANAGEMENT AREA
  - 8** CONNECTOR TRAIL TO PORTLAND RIVERWALK
  - 9** LOOKING GLASS RIVER ACCESS
  - 10** LANDSCAPE BUFFER
  - 11** APPROXIMATE WETLAND LIMITS\*
  - 12** ASSUMED 100 YEAR FLOODPLAIN LIMITS\*\*
  - 13** AMENITY SPACE (SEE OPEN SPACE EXHIBIT)
- \* Wetland lines approximates, derived from data obtained from U.S. Fish and Wildlife Service, National Wetlands Inventory.  
 \*\*Limits of floodplain, derived from Boundary Sketch produced by Fleis & VandenBrink, dated February, 2023.

### NOTES

Site Location:	Unaddressed Cutler Road Portland, MI 48875
Site Area	= 129.94 ac.
Residential Uses	= 83.47 ac.
Future School and Sports Fields	= 46.47 ac.
Existing Zoning of Project Area	= R-2 Traditional Residential District
Proposed Zoning of Project Area	= PUD Planned Unit Development
Total Dwellings	= 459 dwellings
Single Family Lots	= 123 lots
East Side	= 68 lots
West Side	= 55 lots
Traditional Condominiums	= 38 dwellings (14 buildings)
Townhomes	= 82 dwellings (22 buildings)
Multiple-family dwellings	= 216 dwellings (9 buildings)
Density of Residential Use Area	= 5.49 dwellings per acre

### PROPOSED PUD SITE REGULATING STANDARDS

- SINGLE FAMILY LOTS [LOTS 1 - 123]**
- MINIMUM LOT WIDTH AT FRONT YARD SETBACK = 65 FT.
  - MINIMUM LOT AREA = 6,000 SQ.FT.
  - MAXIMUM BUILDING HEIGHT = 35 FT.
  - SETBACKS:
    - FRONT YARD = 25 FT.; 15 FT. FOR SECONDARY FRONT YARD ON CORNER LOTS
    - SIDE YARD = 5 FT.
    - REAR YARD = 25 FT.
- ATTACHED SINGLE-FAMILY CONDOS [BUILDINGS C1 - C14]**
- MAXIMUM BUILDING HEIGHT = 35 FT.
  - MINIMUM BUILDING TO BUILDING SEPARATION [FOUNDATION WALL TO FOUNDATION WALL] = 16 FT.
  - MINIMUM DISTANCE FROM GARAGE FOUNDATION WALL TO SIDEWALK = 22 FT.
  - MINIMUM DISTANCE TO PUD BOUNDARY = 10 FT.
- ATTACHED SINGLE-FAMILY TOWNHOMES [BUILDINGS TH1 - TH22]**
- MAXIMUM BUILDING HEIGHT = 35 FT.
  - MINIMUM BUILDING TO BUILDING SEPARATION [FOUNDATION WALL TO FOUNDATION WALL] = 12 FT.
  - MINIMUM DISTANCE FROM BUILDING FOUNDATION WALL TO ALLEY = 22 FT.
  - MINIMUM DISTANCE TO ADJACENT RIGHT-OF-WAY = 10 FT.
  - MINIMUM DISTANCE TO PUD BOUNDARY = 10 FT.
- MULTIPLE FAMILY BUILDINGS [BUILDINGS A1 - A9]**
- MAXIMUM BUILDING HEIGHT = 50 FT.
  - MINIMUM BUILDING TO BUILDING SEPARATION [FOUNDATION WALL TO FOUNDATION WALL] = 40 FT.
  - MINIMUM DISTANCE TO ADJACENT RIGHT-OF-WAY = 10 FT.
  - MINIMUM DISTANCE TO PUD BOUNDARY = 25 FT.
- FUTURE SCHOOL AND SPORT FIELDS**
- PROPOSED PERMITTED USES:
    - ALL PERMITTED USES WITHIN THE R-2 DISTRICT
    - ELEMENTARY, MIDDLE, AND HIGH SCHOOL (PRIVATE)
    - PLACE OF RELIGIOUS WORSHIP
    - RECREATION AND SPORT FACILITIES

## SCHOOL LEGEND

- A** 9-12 SCHOOL BUILDING
  - B** FUTURE FIELD HOUSE
  - C** FOOTBALL FIELD
  - D** CONCESSION BOOTH
  - E** TRACK AND FIELD
  - F** PARKING AREA
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  - H** SOFTBALL FIELD
  - I** STORM PONDS [TYPICAL]
  - J** WETLANDS
  - K** OPEN SPACE
- \*\*PLAN BY OTHERS\*\***

## LEGEND

- 1** SITE ENTRANCE
- 2** SINGLE FAMILY LOTS
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- 11** APPROXIMATE WETLAND LIMITS\*
- 12** ASSUMED 100 YEAR FLOODPLAIN LIMITS\*\*
- 13** NEIGHBORHOOD AMENITY SPACE
- 14** MULTI-FAMILY AMENITY SPACE

\* Wetland lines approximates, derived from data obtained from U.S. Fish and Wildlife Service, National Wetlands Inventory.

\*\*Limits of floodplain, derived from Boundary Sketch produced by Fleis & VandenBrink, dated February, 2023.

## COLOR LEGEND

- MULTI FAMILY AMENITY SPACE
- NEIGHBORHOOD AMENITY SPACE
- NEIGHBORHOOD OPEN SPACE
- PEDESTRIAN CONNECTIVITY

## NOTES

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Density of Residential Use Area	= 5.49 dwellings per acre



January 02, 2025



North 0' 100' 200' 400' Scale: 1"=200'

## LAND USE SUMMARY

Rindle Haven Use/Space Sq. Ft. Analysis				
Type:	Sq. Ft.	Acre	Density	% of Site
Condos	212,494	4.88	7.78	3.8%
Townhomes	332,879	7.65	10.72	5.9%
Apartment Space	490,309	11.26	19.18	8.7%
Single Family Detached	1,473,183	33.84	3.63	26.0%
Open Space	659,699	15.16	N.A.	11.7%
Right of Way	407,708	9.37	N.A.	7.2%
Stormwater Basins	39,920	0.92	N.A.	0.7%
Future School	1,956,349	44.94	N.A.	34.6%
Amenity Space	87,364	2.01	1.5%	
<b>Chart Totals for Priority Area:</b>	<b>5,659,906</b>	<b>130</b>	<b>99%</b>	
<b>Total Space:</b>	<b>5,659,906</b>	<b>130</b>	<b>100%</b>	

Rindle Haven Unit Analysis			
Type:	Bld #:	Unit #:	
Condos	14	38	
Townhomes	22	82	
Apartment Building	9	216	
Single Family Detached	123	123	
<b>Total:</b>	<b>168</b>	<b>459</b>	

Building Footprints:			
Apartment	Size:	Quantity:	Total:
Apartment	7,986.00	9	71,874.00
Condo	1,700.00	14	23,800.00
Townhome	1,200.00	22	26,400.00
Single Family	N.A.	123	1,509,217.00
<b>Totals:</b>		<b>168</b>	<b>1,631,291</b>

## PROPOSED PUD SITE DENSITY ANALYSIS

Color	Use Type:	Total Area Use:	Acre:	Total Dwellings Proposed:	Density:
Purple - Condo	Condos	212,494	4.88	38	7.8
Purple - Condo	Right of Way	66,793	1.53	0	0
Purple - Condo	Amenity Space	19,506	0.45	0	0
Purple - Condo	Open Space	255,474	5.86	0	0
Purple - Condo	Stormwater Basin	19,350	0.44	0	0
<b>GROSS TOTAL:</b>		<b>573,617</b>	<b>13.17</b>	<b>38</b>	<b>2.9</b>
Orange - Townhomes	Townhomes	332,879	7.64	82	10.7
Orange - Townhomes	Right of Way	99,213	2.28	0	0
Orange - Townhomes	Stormwater Basin	20,570	0.47	0	0
<b>GROSS TOTAL:</b>		<b>452,662</b>	<b>10</b>	<b>82</b>	<b>7.9</b>
Yellow - Apartments	Apartments	490,309	11.26	216	19.2
Yellow - Apartments	Amenity Space	40,228	0.92	0	0
Yellow - Apartments	Open Space	54,784	1.26	0	0
<b>GROSS TOTAL:</b>		<b>585,321</b>	<b>13.44</b>	<b>216</b>	<b>16.1</b>
All Attached Dwellings Unit Area	Attached Units	1,035,683	23.78	336	14.1
All Attached Dwellings Unit Area	Right of Way	166,006	3.81	0	0
All Attached Dwellings Unit Area	Open Space	310,258	7.12	0	0
All Attached Dwellings Unit Area	Stormwater Basin	39,920	0.92	0	0
<b>GROSS TOTAL:</b>		<b>1,551,866</b>	<b>36</b>	<b>336</b>	<b>9.4</b>
Red - Single Family Lots	Single Family Lots	507,657	11.65	56	4.8
Red - Single Family Lots	Right of Way	142,533	3.27	0	0
Red - Single Family Lots	Amenity Space	5,510	0.13	0	0
Red - Single Family Lots	Open Space	140,286	3.22	0	0
<b>WEST LOTS - GROSS TOTAL:</b>		<b>795,986</b>	<b>18</b>	<b>56</b>	<b>3.1</b>
Green - Single Family Lots	Single Family Lots	965,526	22.17	69	3.1
Green - Single Family Lots	Right of Way	30,715	0.71	0	0
Green - Single Family Lots	Amenity Space	22,120	0.51	0	0
Green - Single Family Lots	Open Space	209,155	4.80	0	0
<b>EAST LOTS - GROSS TOTAL:</b>		<b>1,227,516</b>	<b>28</b>	<b>69</b>	<b>2.4</b>
Blue - Future School	School Space	1,956,349	44.91	0	0.0
Blue - Future School	Right of Way	68,454	1.57	0	0.0
<b>GROSS TOTAL:</b>		<b>2,024,803</b>	<b>46</b>	<b>0</b>	<b>0.0</b>
<b>FINAL GRAND TOTAL:</b>		<b>5,659,906</b>	<b>130</b>	<b>461</b>	<b>3.55</b>

## LEGEND

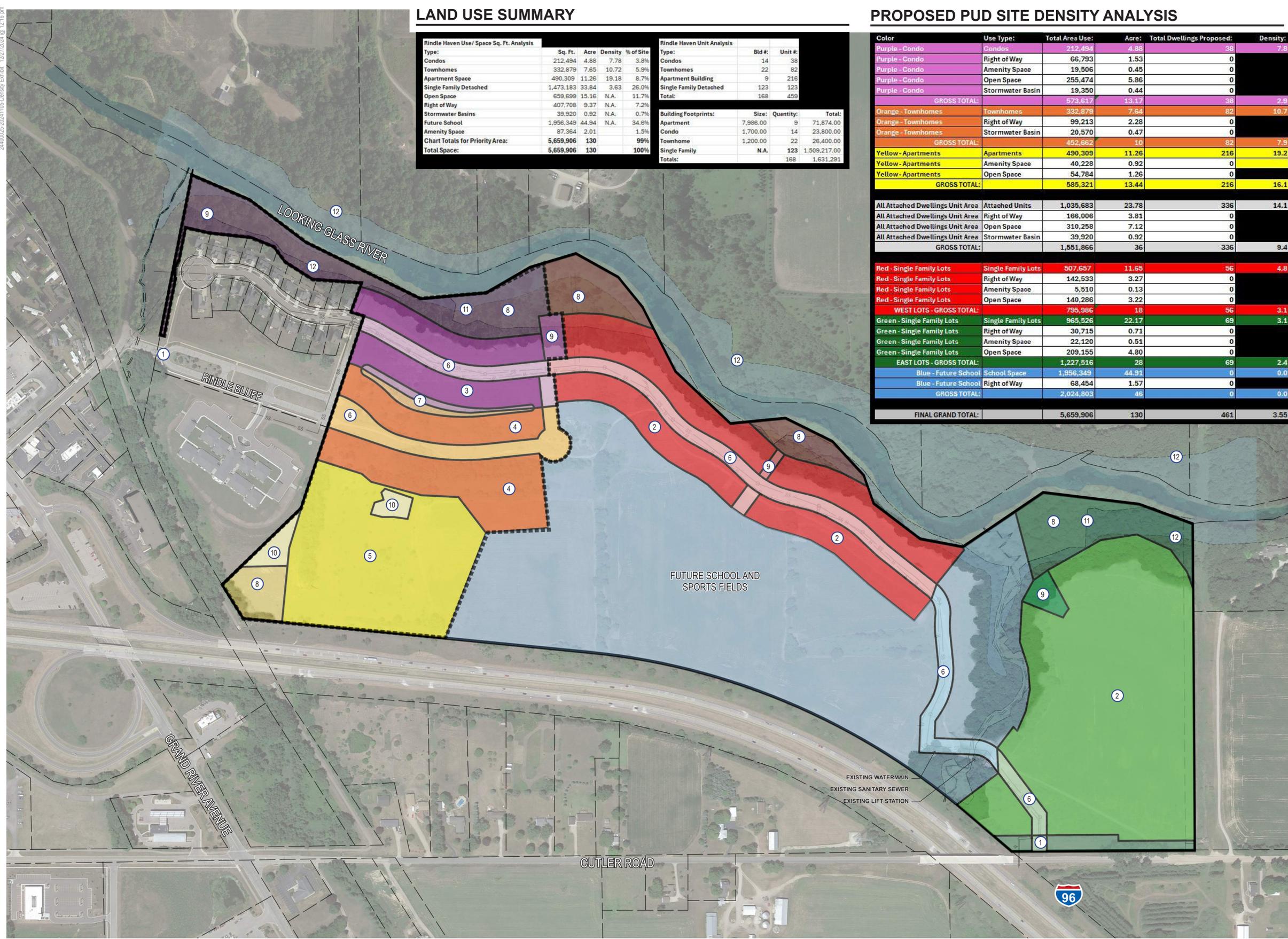
- ① SITE ENTRANCE
- ② SINGLE FAMILY LOTS
- ③ CONDOMINIUMS
- ④ REAR-LOADED TOWNHOMES
- ⑤ 3-STORY 24-UNIT MULTIPLE-FAMILY BUILDINGS
- ⑥ PROPOSED RIGHT OF WAY
- ⑦ STORMWATER MANAGEMENT AREA
- ⑧ GREEN SPACE
- ⑨ NEIGHBORHOOD AMENITY SPACE
- ⑩ MULTI-FAMILY AMENITY SPACE
- ⑪ APPROXIMATE WETLAND LIMITS\*
- ⑫ ASSUMED 100 YEAR FLOODPLAIN LIMITS\*\*

\* Wetland lines approximates, derived from data obtained from U.S. Fish and Wildlife Service, National Wetlands Inventory.  
 \*\*Limits of floodplain, derived from Boundary Sketch produced by Fleis & VandenBrink, dated February, 2023.

## NOTES

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24400025-20241105-Density Exhibit - 12/27/2024 @ 12:15 pm





40'-6" +/-  
33'-0"







40'-6" +/-  
33'-0"



**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 25-08**

**A RESOLUTION APPROVING REVISIONS TO CITY COUNCIL  
POLICY 95-2 CONCERNING POVERTY EXEMPTION GUIDELINES**

**WHEREAS**, 1994 PA 390, which amended Section 7u of Act No. 206 of the Public Acts of 1893, as amended by Act No. 313 of the Public Acts of 1993, being Section 211.7u of the Michigan Compiled Laws, requires the local governing body of the unit to determine and make available to the public the policy and guidelines for granting of poverty exemptions; and

**WHEREAS**, the adoption of guidelines for poverty exemptions is within the purview of City Council;

**WHEREAS**, the homestead of persons who, in the judgement of the Assessor and Board of Review, by reason of poverty, are unable to contribute to the public charges is eligible for exemption in the whole or part from taxation under Public Act 390, 1994(MCL 2.11.7u); and

**WHEREAS**, City staff recommends updating policy 95-2 to include the federal poverty guidelines as established for 2025. A copy of the proposed policy showing new language is attached as Exhibit A.

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

1. The Portland City Council approves the proposed revisions to policy 95-2 as shown on the attached Exhibit A.
2. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**Dated:** February 18, 2025

---

**Monique I. Miller, City Clerk**



**To:** Honorable Mayor and Members of City Council

**From:** Andrew Dymczyk, City Manager

**Subject:** City of Portland 2025 Poverty Exemption and Guidelines

**Date:** February 13, 2025

---

**History**

Pursuant to MCL.7u(e) of the Michigan Compiled Laws, which deals with the creation and implementation of poverty exemptions, the local governing body of the assessing unit determines and makes available to the public the *Policy and Guidelines* for the granting of poverty exemptions. The City continues to comply with these requirements by establishing the Poverty Exemption Policy 95-2.

Local governing bodies are required to adopt guidelines that set income levels for their poverty exemption guidelines and those income levels shall not be lower by city or township than the federal poverty guidelines updated annually by the U.S. Department of Health and Human Services. While the City has always followed the federal guidelines, these annually established limits or guidelines were not made an official part of the established Policy and Guidelines as required by the State Tax Commission. They are now asking that the annual federal poverty guidelines be made a part of, and incorporated within, the local unit's policy.

**Suggested Action**

City Council adopt Resolution 25-08 which amends the City's Policy on Poverty Exemptions to include the federal poverty guidelines as established for 2025 and rescinds any prior City Policy on Poverty Exemptions.

# City of Portland, Michigan

**Subject:** Instructions for Applications  
Requesting Consideration for a Poverty  
Exemption.

**Policy No:** 95-2

**Date Approved:** March 13, 1995

**Effective Date:** Immediately

**Dates Amended:** July 2, 2007

February 17, 2015

**Cancellation Date:** \_\_\_\_\_

**Motion made by:** \_\_\_\_\_ **Supported by:** \_\_\_\_\_

**Amended:** \_\_\_\_\_

Do not fill out this application without first reading these instructions. If not properly completed, it may affect the outcome of your request.

1. First time applicants must obtain the proper applications from the City Assessor's office to make arrangements to have the forms mailed to them.
2. Applicants are not eligible if their income exceeds the federal poverty income thresholds as defined and determined annually by the ~~U.S. Department of Commerce~~ *U.S Department of Health and Human Services (HHS)*.
3. To qualify for a Poverty Exemption, the applicant must be the owner of the home and must reside therein.
  - A. Applicant must produce a valid driver's license or other acceptable form (s) of identification.
  - B. Applicant must be able to produce a deed or other proof of ownership, if requested to do so by the Portland City Assessor and/or Board of Review.
4. First-Time applicants must complete the application in its entirety and return it in persons to the Assessing office, except as noted for handicapped or infirm in item 1.
5. **Applicants must include a list of any of the following assets or accounts they possess along with the values and recent statements:**

**automobiles, campers, RVs, boats, ATVs, Real Estate (other than your principle residence), excess vacant land that is saleable, stocks, bonds, other financial products, food assistance program, mechanical equipment, any account held at a financial institution;**
6. All applicants must submit last year's copies of the following:

- A. Federal Income Tax Return – 1040 or 1040A.
  - B. State Income Tax Return- MI – 1040.
  - C. Portland City Income Tax Return- P 1040.
  - D. Michigan Homestead Property Tax Claim – MI 1040 CR.
7. Applications must be filed with the Assessing office no later than the first Tuesday in March. No exception will be allowed to this deadline.
8. Applications may be reviewed by the Board without the applicant being present. If your application is denied you may request a personal appearance before the Board: or the Board may request that an applicant be physically present to respond to any questions the Board or the Assessor may have. This means that you may be called to appear on short notice.
9. You may have to answer questions, in person, regarding your financial affairs, your health, and the status of people living in your home, before the Board at a meeting that is open to, and will be attended by the public at large.
10. Applicants may be asked to take an oath to attest to the truth and accuracy of all information submitted, either orally or in writing and if orally, it will be tape recorded.
11. Eligibility will be based on the following:
  - A. All information contained in the application as submitted to the Board of Review by the applicant.
  - B. Testimony obtained from the applicant and any verified pertinent information received from any source available to the city.
  - C. The Board shall consider those assets listed in number 5. An Auction Value in excess of \$15,000 shall be considered a disqualifying factor for a Poverty Exemption.
12. Successful applications may be subject to further verification by the City. This would be done to verify information submitted, or statements made, to the Assessor and Board of Review in regard to their Poverty Tax Exemption claim.
13. All Board of Review meetings will be held in the City Hall and recording secretary will be present to record the minutes of the meeting.
14. The Assessor and the Board have been empowered by the State to grant a Poverty Tax Exemption based on inability to pay. This determination will be made after considering the applicant's total income, monthly expenses and assets, including the market value of your property. It is, therefore, important that your application be completely filled out.
15. Poverty Exemptions must be reviewed annually. This exemption is intended to supply temporary relief to those in dire need.

## Exhibit a Poverty Exemption Guidelines

Section 3 of the Michigan Administrative Procedures Act 1969 PA 106, as amended, MCL 24.203, defines “Guidelines” to mean: “An agency statement of declaration of policy which the agency intends to follow, which does not have force or effect of law, and which binds the agency but does not bind any other person”.

In the case, the affected agency is the Supervisor and the Board of Review who are charged under MCL 211.7u with the responsibility of determining whether a taxpayer within their jurisdiction is, by reasons, of poverty, “unable to contribute toward the public charges”.

Although the use of written guidelines may not resolve all taxpayer concerns regarding their eligibility for a full or results and potential claims of bias in applied consistently.

More importantly, the guidelines must, pursuant to the legislative intent underlying MCL. 7u theoretically poverty factors deemed necessary by the Supervisor and Board of Review.

Poverty factors considered by various Federal, State, and local governmental entities include income level, size of family, expenses, whether the taxpayer is disabled or elderly, and the amount of the taxpayer’s homestead property tax credit.

Finally, the guidelines should also indicate the level of the exemption, whether full or partial, or so to put the taxpayers on notice of both the eligibility requirements and their potential exemption.

### **Federal Poverty Guidelines for Exemptions in 2025**

<i>Size of Family</i>	<i>Poverty Guidelines</i>
<i>1</i>	<i>\$15,060</i>
<i>2</i>	<i>\$20,440</i>
<i>3</i>	<i>\$25,820</i>
<i>4</i>	<i>\$31,200</i>
<i>5</i>	<i>\$36,580</i>
<i>6</i>	<i>\$41,960</i>
<i>7</i>	<i>\$47,340</i>
<i>8</i>	<i>\$52,720</i>
<i>For each additional person</i>	<i>\$5,380</i>

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 25-09**

**A RESOLUTION APPROVING THE RENEWAL OF THE PORTLAND AREA  
FIRE AUTHORITY AGREEMENT FOR A PERIOD OF TEN YEARS**

**WHEREAS**, in 2015, the City of Portland, Danby Township and Portland Township entered into the Portland Area Fire Authority (“Authority”) agreement (the “Agreement”) under MCL 124.501 et seq. (Act 7), The Urban Cooperation Act, which expires June 30, 2025, and

**WHEREAS**, the Portland Area Fire Authority has successfully operated for the first period of ten years providing exceptional, professional Fire and Rescue services to the people of its Governing entities at great value, and

**WHEREAS**, at its February 11, 2025, regular meeting of the Board of Directors, the Board acted to recommend the City of Portland, Danby Township and Portland Township renew the “Agreement” for a ten-year period effective July 1, 2025.

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

1. The City of Portland approves renewal of the Portland Area Fire Authority “Agreement” for a period of ten years beginning July 1, 2025, and that all provisions of the First Amended, Second Amended, Third Amended and Fourth Amended “Agreements” and any subsequent amendments continue to govern the “Authority”.
2. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**Dated:** February 18, 2025

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

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 25-10**

**A RESOLUTION APPROVING THE BUDGET FOR  
FISCAL YEAR 2025-2026 FOR THE  
PORTLAND AREA FIRE AUTHORITY**

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

**WHEREAS**, the Portland Area Fire and Emergency Services Board (the “Board”) recommend the proposed budget for the entities to adopt for FY 2025-2026 (See the budget formula, and proposed budget, attached hereto as Exhibit A); and

**WHEREAS**, the Authority has forwarded copies of their approved recommended budget options for FY 2025-2026 to the City Council and Township Boards for approval pursuant to Section 2.2(a) of the Agreement; and

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

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

1. The City Council approves the Authority’s proposed budget, for FY 2025-2026, 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:** February 18, 2025

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

Portland Area Fire Authority- Funding Formula- Fiscal Year 2025/2026

	City	Danby	Portland	Totals	Percent	City	Danby	Portland		
<b>SEV</b>	\$ 157,218,145	\$ 134,556,100	\$ 234,987,700	\$ 526,761,945.00	33.333					
%	29.85%	25.54%	44.61%			9.95	8.51	14.87		
<b>Population</b>	3,796	2,150	3,881	9827	33.333					
%	38.63%	21.88%	39.49%			12.88	7.29	13.16		
<b>Runs</b>	182	75	118	375	33.333					
%	48.53%	20.00%	31.47%			16.18	6.67	10.49		
				<b>FY 25/26 %'s</b>	<b>Total %</b>	<b>39.01</b>	<b>22.47</b>	<b>38.52</b>		
<b>Fire Runs</b>										
2022	48	18	28							
2023	67	28	44							
2024	67	29	46							
totals for										
1/1/2025	182	75	118							
<b>Prior Year Information</b>										
<b>Runs 2021</b>	76	25	23							
<b>FY 2024/2025</b>	<b>40.81%</b>	<b>22.55%</b>	<b>36.64%</b>							
Updated 1/6/25 - Mark Ackerson										



## PORTLAND AREA FIRE AUTHORITY

773 E Grand River Ave

Portland MI 48875

517-647-2950

To: The City of Portland, Danby Township, & Portland Township

Subject: PAFA Proposed Budget for Fiscal year 2025/2026

Date: 1/21/25

As the Portland Area Fire Authority starts 2025, we are looking ahead for our fiscal year 2025/2026. We have held our budget workshop and are submitting our recommended budget as required by our contract. The PAFA board has recommended a budget in the amount of \$379,370.00 which is just under a 7.5% increase. It is worth noting that just over half of the proposed budget increase is for two-line items:

- Line #707 -Wages – a new merit-based stipend aimed at recruitment and retention, and a stipend for use of personal vehicles for attending training out of town.
- Line #745- Tanker 9 - replacement of all tires, a 10-year mandated end of life requirement for emergency vehicles.

Our recommended operating budget has an increase of only about 3%. The Budget Funding Formula remains basically unchanged with changes of less than 2%. The operating budget has adjustments to several line items based on empirical data and are shown in red (-)/green (+) for reference.

I have attached our proposal showing last year's budget to compare. I have also attached the 2025/2026 budget formula as updated. The dollar amounts reflected in the proposed budget are based on the updated budget formula.

Our runs last year were up yet again to a new all-time high of 170 runs. That is almost one call every other day. That does not seem like a lot until you consider everyone who responds gives up their personal time to do so. I cannot overstate how fortunate our community is to have a department with committed members. This only happens when you have motivated existing members, who through their words and actions draw others to join, and who want to be part of something positive within their community. Great attitudes depend on great leadership of the officers, modern quality equipment that everyone takes pride in, and the latest quality safety equipment to help protect them. We have been actively recruiting and have gotten a few new members. One of the reasons we bumped up our line item #746 for turnout gear for outfitting them. None of this happens without the support of the local units of government and for that we thank you. Of most concern in today's fire service is the availability of daytime crews. If this trend continues everyone will be forced to consider other options for day shift coverage. Again, this is not just a PAFA issue, but a national issue and is even starting to become a problem with full time departments. Sadly, the days of employers allowing their employees to up and leave when the pager goes off are all but gone.

Every year in my cover letter I bring up the future need of replacing our two 1994 vintage brush trucks. That need has now arrived. We will be getting quotes from the State of Michigan vehicle purchase program and hope to replace both pickup trucks in 2025. We are planning on taking bids for both trucks as well as Car #4, the 2003 Ford Excursion, with proceeds returned to the Vehicle replacement fund. In talking with the Chief, the Excursion is not being utilized as it once was. So, between not using Car #4 for transportation for out-of-town training, by offering a travel stipend, and buying new pickups, we can eliminate one vehicle from our fleet and have a fleet better suited to our needs. We have the funding available in Vehicle replacement so our budget will not be affected.

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

Sincerely,

*Mark Ackerson*

Mark Ackerson –PAFA Chairperson

[Type here]



# City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, February 3, 2025

In the City Council Chambers at City Hall

259 Kent St., Portland, MI 48875

Present: Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Johnston, and Sheehan; City Manager Dymczyk; City Clerk Miller; Police Chief Thomas; Police Officer McCrory; DDA Director ConnerWellman; Electric Superintendent Davlin

Absent: Mayor Barnes

Guests: Kathy Parsons

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

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

Yeas: Fitzsimmons, Sheehan, VanSlambrouck, Johnston

Nays: None

Absent: Barnes

Adopted

Motion by Sheehan, supported by Johnston, to excuse the absence of Mayor Barnes.

Yeas: Sheehan, Johnston, VanSlambrouck, Fitzsimmons

Nays: None

Absent: Barnes

Adopted

There was no public comment.

Under City Manager Report, City Manager Dymczyk reported on recent and upcoming activities.

Under Presentations, DDA Director ConnerWellman not present.

Under New Business, the Council considered Resolution 25-02 to approve energy purchases through the Michigan Public Power Agency for calendar years 2027 to 2030 to comply with the Energy Service Stability Hedge Plan strategy.

Motion by Fitzsimmons, supported by Sheehan, to approve Resolution 25-02 approving energy purchases through the Michigan Public Power Agency.

Yeas: Fitzsimmons, Sheehan, VanSlambrouck, Johnston

Nays: None

Absent: Barnes

Adopted

The Council considered Resolution 25-03 to approve the 2025-2045 Portland Municipal Utility PA 235 Renewable Energy Plan (REP) as required by the Clean and Renewable Energy and Energy Waste Reduction Act. The purpose of the REP is to outline plans to meet renewable energy compliance requirements for each year through 2045. The plan assumes the Michigan Public Power Agency will contract power supply that includes Renewable Energy Credits bundled with energy and capacity from renewable sources.

Motion by Johnston, supported by Sheehan, to approve Resolution 25-03 approving the 2025-2045 Portland Municipal Utility PA 235 Renewable Energy Plan.

Yeas: Johnston, Sheehan, VanSlambrouck, Fitzsimmons

Nays: None

Absent: Barnes

Adopted

The Council considered Resolution 25-04 approving Change Order No. 8 in the amount of \$103,137.00 to the Design-Build Contract with F&V Construction for Wastewater System Improvements to provide retaining wall demolition and improvements.

Motion by Fitzsimmons, supported by Johnston, to approve Resolution 25-04 approving Change Order No. 8 to the Design-Build Contract with F&V Construction for Wastewater System Improvements.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Sheehan

Nays: None

Absent: Barnes

Adopted

The Council considered Resolution 25-05 confirming the Mayor's appointment to City Boards and Commissions.

Motion by Johnston, supported by Sheehan, to confirm the Mayor's appointment to City Boards and Commissions.

Yeas: Johnston, Sheehan, VanSlambrouck, Fitzsimmons

Nays: None

Absent: Barnes

Adopted

DDA Director ConnerWellman arrived after experiencing technical difficulties preparing her report for the meeting and reported on downtown activities.

Motion by Fitzsimmons, supported by Sheehan, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting and the Minutes of the Closed Session held on January 20, 2025, payment of invoices in the amount of \$101,223.85 and payroll in the amount of \$160,029.89, for a total of \$261,253.74. Purchase orders to Power Line Supply in the amount of \$14,320.00 for two 100 kva submersible transformers, Power Line Supply in the amount of \$14,839.00 for a 3-phase transformer, Valley City Sign in the amount of \$16,569.00 for downtown signage, and Pleune Mechanical in the amount of \$19,098.56 to replace the oil filter and install auto drains on the Nordberg Engine Air Start System were also included.

Yeas: Fitzsimmons, Sheehan, VanSlambrouck, Johnston

Nays: None

Absent: Barnes

Adopted

City of Portland  
City Council Minutes – February 3, 2025

There were no additional City Manager comments.

Under Council Member Comments, Council Member Johnston stated the PHS Drama Club will perform Anastasia at Portland High School on March 6-9, 2025.

Mayor Pro-Tem VanSlambrouck reminded residents to keep an eye on river levels.

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

Yeas: Johnston, Sheehan, VanSlambrouck, Fitzsimmons

Nays: None

Absent: Barnes

Adopted

Meeting adjourned at 7:21 P.M.

Respectfully submitted,

---

Joel VanSlambrouck, Mayor Pro-Tem

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Monique I. Miller, City Clerk

DRAFT

**City of Portland**  
**Synopsis of the Minutes of the February 3, 2025, 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 Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Johnston, and Sheehan; City Manager Dymczyk; City Clerk Miller; Police Chief Thomas; Police Officer McCrory; DDA Director ConnerWellman; Electric Superintendent Davlin

**Presentation** - DDA Director ConnerWellman reported on downtown activities.

**Resolution 25-02** approving energy purchases through the Michigan Public Power Agency.

All in favor. Approved.

**Resolution 25-03** approving the 2025-2045 Portland Municipal Utility PA 235 Renewable Energy Plan.

All in favor. Approved.

**Resolution 25-04** approving Change Order No. 8 to the Design-Build Contract with F&V Construction for Wastewater System Improvements.

All in favor. Approved.

**Resolution 25-05** to confirm the Mayor's appointment to City Boards and Commissions.

All in favor. Approved.

**Approval of the Consent Agenda.**

All in favor. Adopted.

**Adjournment at 7:21 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

DRAFT

# City of Portland

Portland, Michigan

## Minutes of the City Council Goal Session

Held on Monday, February 4, 2025  
In the Conference Room at City Hall

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Johnston, and Sheehan

Staff: City Manager Dymczyk, City Finance Officer Tolan; City Clerk Miller

The session was called to order at 5:00 P.M.

City Manager Dymczyk outlines his view and vision of Portland as a newcomer and provided information related to meetings that he and Finance Officer Tolan had with Department Heads regarding budgets, goal setting, expectations and communication.

City Manager Dymczyk presented current year goals, projects and status and outlined both ongoing and upcoming capital projects.

There was discussion throughout.

There was other discussion around significant budget drivers, especially wages and health care.

City Manager Dymczyk noted some of his goals including the creation of Standard Operating Procedures, Emergency Planning, Succession Planning, and the Police Department specifically around staffing and future building use.

There was discussion throughout.

City Manager Dymczyk led a review of the Capital Improvement Plan Ongoing and Short Term Projects and Department Head Goals.

There was discussion throughout.

Mayor Pro-Tem VanSlambrouck suggested the City look into the transit connection between Lansing and Grand Rapids in that Portland be added as a stop. There is a bus that drives by Portland six times a day on this route.

City Manager Dymczyk suggested wifi be added to Will Toan Park so that a live feed of the Grand River levels could be streamed.

The meeting was adjourned at 8:10 P.M.

Respectfully submitted,

---

James E. Barnes, Mayor

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Monique I. Miller, City Clerk

DRAFT

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
KARA DOUGHERTY	02767	ASSESSING SERVICES 1ST HALF OF FEB 2025 - ASSES	1,679.75
ALT PRINTING CO.	02712	CHAMPION SHIRTS ADULT BBALL - REC	674.00
KEUSCH TIRE & AUTO	00228	C1 OIL CHANGE, TIRES, ETC - POLICE	1,273.11
STATE OF MICHIGAN	02577	BACTI SAMPLES - WATER	96.00
ALTEC INDUSTRIES, INC.	00016	SHORT \$50 ON PAID INVOICE - ELECTRIC	50.00
GRAINGER, INC.	00172	CARBOY - WW	79.92
MUNICIPAL SUPPLY CO.	00324	FLANGE/CONNECTION KIT - WW	38.80
NUTRIGRO ENVIRONMENTAL SOLUTIONS	02605	LAND APP BIOSOLIDS - WW	4,000.00
PAMA	01370	100% CONT TO PAMA LAWN CARE - COM PROMO	1,602.00
PURITY CYLINDER GASES, INC.	00380	OXYGEN/HAZ MAT - AMBULANCE	156.95
APPLIED INNOVATION	02493	COPY MACHINE MAINT - POL, COMM PROMO, CODE, AMB	17.23
JEREMY BLACKBURN	MISC	ENERGY OPTZ PROGRAM REIM - ELECTRIC	206.18
WILLIAM TOWNSEND	MISC	ENERGY OPTZ PROGRAM REIM - ELECTRIC	500.00
DEBRA MILLER	MISC	ENERGY OPTZ PROGRAM REIM - ELECTRIC	115.00
PAMA	01370	40% CONT TO PAMA - COM PROMO	280.00
GRAINGER, INC.	00172	SHOP ORGANIZING SUPPLIES - ELECTRIC	830.45
RESCO	00392	ELBOW ARRESTER - ELECTRIC	2,996.25
GRAINGER, INC.	00172	CABINET FOR PAINT - ELECTRIC	1,904.33
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	3,118.43
STAPLES	00426	VAR SUPPLIES/PURCHASES - VAR DEPTS	138.67
VERIZON WIRELESS	00470	PHONE DATA - VAR DEPTS	1,169.33
MUNICIPAL INSPECTION SERVICES	00323	BLDG/TRADE PERMITS - GEN	1,430.00
MUNICIPAL INSPECTION SERVICES	00323	BLDG/TRADE PERMITS - GEN	1,567.00
MUZZALL GRAPHICS	00326	PUIRCHASE ORDERS - VAR DEPST	811.03
GRANGER	00175	REFUSE - ELECTRIC	123.40
BABBITT CONSULTING	02936	ADUT BBALL TROPHIES - REC	240.00
GRAINGER, INC.	00172	SUPPLIES - MTR POOL	87.29
CAPITAL ASPHALT LLC	02578	COLD PATCH - MAJ STS	635.25
IONIA COUNTY CLERK	01247	EARLY VOTING SITE REIMB 2024 - ELECTIONS	1,000.00
GRANGER	00175	REFUSE - POLICE, COM PROMO	97.65
FAMILY FARM & HOME	01972	GLOVES - PARKS, CEM	14.98

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
RESCO	00392	DIST SYSTEM PEDESTALS - ELECTRIC	2,753.40
CORRIGAN OIL CO, NO. 11	02693	DIESEL - ELECTRIC	3,865.27
HYDROCORP	02340	INSPECTION & REPORT - WTR APP RES 21-49	632.00
BADGER METER INC.	02247	ORION CELLULAR LTE SVC - WATER	885.04
FIRE PROS, LLC	00151	SPRINKLER PARTS/LABOR - CITY HALL	1,095.90
PLB PLANNING GROUP LLC	02504	CONSULTATION - CODE	1,595.18
RESCO	00392	SUPPLIES TAPE- ELECTRIC	487.00
POWER LINE SUPPLY COMPANY	00389	SAFETY SUPPLIES - ELECTRIC	390.00
MENARDS	00260	HARDWARE - ELECTRIC	61.80
GRANGER	00175	REFUSE - MP, PARKS, CEM	327.60
GRANGER	00175	REFUSE - WW	172.20
ANDREW DYMZYK	02902	CONFERENCE HOTEL REIM - CITY MANAGER	239.40
STAR THOMAS	01654	USPS REIM - POLICE	7.04
GALL'S LLC	00159	UNIFORM PANTS - POLICE	226.11
GALL'S LLC	00159	UNIFORM PANTS - POLICE	159.23
CMP DISTRIBUTORS INC.	01745	EXT VEST CARRIER - POLICE	270.00
CMP DISTRIBUTORS INC.	01745	SILVER BELT BUCKLE - POLICE	13.95
ADVANCED PLUMBING & MECHANICAL LLC	02768	BOILDER REPAIR RED MILL- PARKS	861.66
HOMEWORKS TRI-COUNTY ELECTRIC	02092	FIBER COST - VAR DEPTS	1,110.19
COOK BROS EXCAVATING	00101	SERVICE LINE REPLACEMENT 119 ALBRO - WATER	1,685.00
PRINTING SYSTEMS, INC.	00375	1099'S - INCOME TAX	272.72
MARTIN WELDING & MACHINING	02762	FABRICATION - MAJ STS	400.00
UTILITY CONSULTING GROUP, LLC	00465	CALC PCA FACTOR - ELECTRIC	225.00
PE OFFICE SOLUTIONS	02639	WATER DEPOSIT CONTRACTS - WATER, WW	130.50
GRAINGER, INC.	00172	EQUIPMENT/REPAIRS - ELECTRIC	70.58
ROCHESTER CREATIONS	02359	NEW EMPLOY UNIFORMS - AMB	268.00
FAMILY FARM & HOME	01972	SUPPLIES - MTR POOL	38.97
GRAINGER, INC.	00172	SUPPLIES - MTR POOL	35.71
CINTAS	02901	RESTOCK MEDICINE CABINET - MTR POOL	7.15
CINTAS	02901	RESTOCK MEDICINE CABINET - WW	17.45
CULLIGAN	02130	WATER X1 - WW	9.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CULLIGAN	02130	COOLER RENTAL - WW	15.00
DAN SOWLES	02724	EMS CONFERENCE REIMB - AMB	380.00
DON FOX	02717	EMS CONFERENCE REIM - AMB	380.00
DETROIT SALT COMPANY	01497	ROCK SALT MI DEAL - MAJ, LOC STS	3,482.43
WEST SHORE SERVICES	00478	ANNUAL MANIT WARNING SIRENS - COM PROMO	1,764.53
AUTOMOTIVE EQUIPMENT SPECIALISTS	01880	HOIST REPAIRS - MTR POOL	636.00
STRYKER	02688	M&R MONITORS - AMB	121.50
STRYKER	02688	M&R MONITORS- AMB	81.00
LANSING SANITARY SUPPLY	02485	BATHROOM SUPPLIES - CEM, CITY HALL	445.36
MHR BILLING	01780	JAN 2025 BILLING - AMB	3,225.00
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	499.08
BLD CONSTRUCTION	02937	AESTHETIC IMPROVEMENTS PER AGREEMENT - WW APP F	12,000.00
VC3 INC.	02745	MICROSOFT MONTHLY AGREEMENT - GEN	402.80
FP MAILING SOLUTIONS	01758	POSTAGE RESET & MAINTENENCE - GEN	186.00
FIRE PROS, LLC	00151	ANNUAL WET SPRINKLER INSPECTION - CITY HALL	135.00
CINTAS	02901	RESTOCK MEDICINE CABINET - CITY HALL	7.15
ROCHESTER CREATIONS	02359	NEW EMPLOY UNIFORM SHIRT - AMB	256.00
STAR THOMAS	01654	BATTERIES REIM - POLICE	65.59
LEXISNEXIS COPLOGIC SOLUTIONS INC.	01947	E CITATION ANNUAL MAINT. & SUPPORT - POLICE	429.30
GRANGER	00175	REFUSE - REFUSE	17,064.11
TOM'S FOOD CENTER	00452	VAR SUPPLIES/PURCHASES - VAR DEPTS	1,699.18
D & E ELECTRIC LLC	02640	TIMER SWITH TOAN PARK FIREPLACE - PARKS	129.50
APPLIED INNOVATION	02493	CITY HALL COPY MACHINE MAINT - GENERAL	65.60
APPLIED INNOVATION	02493	COPY MACHINE MAINT - ELECTRIC	71.71
CINTAS	00083	UNIFORM CLEANING, BLDG SUPPLIES - VAR DEPTS	2,026.69
CITY OF PORTLAND	00701	POSTAGE, MILEAGE, FOOD REIM - GEN, REC	88.56
PLEUNE SERVICE COMPANY INC.	00741	ADJ HTG/CLG TEMPS - CITY HALL	555.00
BLOOM SLUGGETT, PC	02783	JAN 2025 PROSECUTION SVCS - POLICE	855.00
KEUSCH TIRE & AUTO	00228	C1 REAR SHOCKS - POLICE	706.18
ALT PRINTING CO.	02712	BBALL SHIRTS DK/K - (REC) ELECTRIC	520.00
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	1,189.25

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CONSUMERS ENERGY	00095	GAS SERVICE - CITY HALL	1,164.61
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	144.48
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	187.71
CONSUMERS ENERGY	00095	GAS SERVICE - WW	1,129.10
CONSUMERS ENERGY	00095	GAS SERVICE - WW	19.60
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	254.96
CONSUMERS ENERGY	00095	GAS SERVICE - MTR POOL	18.00
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	21.21
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	37.86
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	468.47
Total:			\$98,174.57

**BI-WEEKLY  
WAGE REPORT  
February 17, 2025**

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.	16,051.76	227,279.01	2,755.92	55,129.09	18,807.68	282,408.10
ASSESSOR	-		-	-		
CEMETERY	4,898.08	80,373.42	666.05	21,147.10	5,564.13	101,520.52
POLICE	20,676.50	351,916.82	8,451.26	117,427.85	29,127.76	469,344.67
CODE ENFORCEMENT	25.43	333.34	1.97	25.56	27.40	358.90
PARKS	2,804.15	63,791.24	307.84	11,058.68	3,111.99	74,849.92
INCOME TAX	2,817.66	51,511.85	873.69	18,531.42	3,691.35	70,043.27
MAJOR STREETS	5,422.29	83,748.49	1,237.75	34,542.98	6,660.04	118,291.47
LOCAL STREETS	4,424.47	71,905.96	940.81	32,052.52	5,365.28	103,958.48
RECREATION	3,665.16	33,201.29	477.11	6,624.18	4,142.27	39,825.47
AMBULANCE	28,530.46	444,811.67	6,790.11	90,312.92	35,320.57	535,124.59
DDA	3,797.43	51,564.30	488.10	9,000.08	4,285.53	60,564.38
ELECTRIC	28,420.66	452,271.57	4,924.87	142,007.03	33,345.53	594,278.60
WASTEWATER	15,417.89	179,053.96	2,709.23	45,542.97	18,127.12	224,596.93
WATER	7,329.17	122,534.96	1,836.08	46,056.71	9,165.25	168,591.67
MOTOR POOL	1,020.24	16,476.38	173.57	5,163.44	1,193.81	21,639.82
<b>TOTALS:</b>	<b>145,301.35</b>	<b>2,230,774.26</b>	<b>32,634.36</b>	<b>634,622.53</b>	<b>177,935.71</b>	<b>2,865,396.79</b>



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

Held on Monday, November 25, 2024

In the Council Chambers at City Hall

Members Present: Schneider, Vogl, Ward, Mayor Barnes, City Manager Dymczyk, Williamson

Members Absent: Sandborn, Briggs

Staff: Director ConnerWellman, City Clerk Miller

Guests: Shirley Teachout

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

Motion by Ward, supported by Barnes, to approve the agenda as presented.  
All in favor. Adopted.

There was no Public Comment.

Motion by Barnes, supported by Ward, to approve the minutes of the October 28, 2024, regular meeting.  
All in favor. Adopted.

Motion by Schneider, supported by Ward, to approve the Treasurer's Report.  
All in favor. Adopted.

Under Updates, Director ConnerWellman provided information on 2025 projects and explained Project Champions will be individuals that will lead specific endeavors. She further provided updates around Small Business Saturday and Holidayfest.

City Manager Dymczyk provided an update on the Looking Glass Plaza project at 103 E. Grand River Ave. Demolition of the building is expected to take place this week or next.

Under Old Business, Director ConnerWellman provided an update and information on the Michigan Downtown Association Annual Conference and the Place Matters Summit she attended.

Director ConnerWellman provided an update on the barriers for crowd control that need to be put together and wristbands for the light show for Holidayfest and expressed the need for volunteers to help with both projects.

Under New Business, Director ConnerWellman noted there will not be a DDA meeting in December and asked each board member to consider contributing time to help with Holidayfest instead.

Chair Williamson arrived at 7:22 P.M.

Director ConnerWellman presented a request to amend the Fiscal Year 24/25 to reflect additional revenue and expenses with a total net increase to revenues of \$16,400.00.

Motion by Schneider, supported by Williamson, to approve the amendment to the Fiscal Year 24/25 budget as requested.

All in favor. Adopted.

Director ConnerWellman provided the Director's Report.

There were no Board Member comments.

Motion by Barnes, supported by Williamson, to adjourn the meeting at 7:43 P.M.

All in favor. Adopted

Respectfully submitted,

---

Margery Briggs, Secretary

**CITY OF PORTLAND**

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

January 23, 2025  
December 1-31, 2024

<b>Kwh Consumed</b>	3,022,839
<b>DIESEL PRODUCTION</b>	844
<b>HYDRO GENERATION</b>	125,714

<b>Total Kwh Purchased</b>	<b>2,896,281</b>	<b>Total Dollars Paid</b>	<b>\$ 199,568.30</b>
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**Kwh Billed**

Residential	1,368,718
Commercial	652,903
Large General	634,320
City St. Lites Metered	12,530
St. Lites Unmetered	
Rental Lights	
Demand	1,511

**Dollars Billed**

PCA Billed	\$ (26,989.63)
Residential	\$ 217,385.82
Residential EO Charge	\$ 2,465.67
Geothermal Discount	\$ (234.02)
AMI Opt Out	\$ 60.00
Commercial	\$ 100,842.33
Commercial/LG EO Charge	\$ 2,454.40
Large General	\$ 67,333.98
Large EO Charge	\$ 18.40
City St. Lights Metered	\$ 1,144.46
St. Lights Unmetered	\$ 1,543.05
Rental Lights	\$ 234.34
Demand	\$ 12,802.22
Tax	\$ 14,074.24

**Total Kwh Billed** **2,669,982**

Arrears after billing	\$ 10,513.71
Penalties Added	\$ 1,064.14
Arrears end of month	\$ 33,964.84
Fuel Cost Billed	\$ (19,694.17)
Amount Collected	\$ 376,674.59
Total Adjustments	\$ 2,235.95

**Total Dollars Billed** **\$ 393,135.26**

Power Cost Adj.	-.01016
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Residential Customers	2,231
Commercial Customers	329
Large General	15
<b>Total Customers</b>	<b>2,575</b>

01/03/25



**CITY OF PORTLAND**  
**January-25**

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**WATER DEPARTMENT REPORT**

<b>MONTH</b>	Dec-24	<b>PERIOD COVERED</b>	December 1-31, 2024
Customers Billed		Penalties Added	\$ 6,569.13
City	1,825	Dollars Collected	\$ 67,564.90
Rural	24	Arrears at end of Month	\$ 6,569.13
Total Customers	1,849	Adjustments	\$ 51.74
		Gallons Pumped	8,221,000
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
<b>Gallons Billed</b>		<b>Dollars Billed</b>	
City	7,653,366		\$ 63,564.59
Rural	162,732		\$ 2,334.59
Total	<u>7,816,098</u>		<u>\$ 65,899.18</u>

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**SEWER DEPARTMENT REPORT**

Customers Billed	1,787	Dollars Billed	\$165,493.39
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 165,493.39

Penalties Added	\$ 602.67
Dollars Collected	50307.07+91878.2+12539.83
Arrears at end of Month	\$ 13,845.78
Adjustments	\$ 130.63
Gallons Treated per Million	7.151



City Of Portland  
Water Department  
Monthly Water Report  
January 2025

Monthly Water Production

Well #4	4,557,000 Gallons
Well #5	0 Gallons
Well #6	4,168,000 Gallons
Well #7	50,000 Gallons

Daily Water Production

Well #4	147,000 Gallons
Well #5	0 Gallons
Well #6	134,451 Gallons
Well #7	1,612 Gallons

Daily Average Water Production for All Wells 283,063 Gallons

Total Water Production for the Month 8,775,000 Gallons

Total Water Production for the Previous Month 8,221,000 Gallons

Total Production increased by 554,000 Gallons

Total Production for This Month from the Previous Year 8,449,000 Gallons

Total Production increased by 326,000 Gallons

Rodney D. Smith Jr.  
Water Technician



February 13, 2025

Mr. Andrew Dymczyk, City Manager

City of Portland

259 Kent Street

Portland, MI 48775

**RE: January 2024 Monthly Operation Report**

Dear Mr. Dymczyk:

Attached is our Monthly Operation Report for the operation of the Wastewater Treatment Plant for the month of January 2025. 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](mailto:tsmith@portland-michigan.org).

Sincerely,

A handwritten signature in blue ink, appearing to read 'T Smith', written over a white background.

Tony Smith

City of Portland WWTP Superintendent

## • ADMINISTRATIVE REPORT

-The January 2025 Discharge Monitoring Report (DMR) was submitted to the Michigan Department of Environment, Great Lakes and Energy (EGLE). The average influent flow was 348,000 gallons per day. The daily maximum flow was 486,000 GPD. The WWTP discharged a total of 9.389 MG (million gallons) of final effluent to the Grand River for the month of January and treated a total of 10.779 MG (million gallons) of influent (raw wastewater). The Monthly Operating Report (MOR) is included in this report.

-The City of Portland WWTP Permit is set to expire in the spring of 2025, the renewal application was submitted to EGLE for review and approval before the October 1<sup>st</sup> deadline. Also, the No Exposure Certification (NEC) for stormwater was submitted before the November deadline.

## • 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. The recent cold weather forced plant staff to build a temporary cover over the WAS (waste activated sludge) well. The temps and wind froze the automated valving used to waste sludge from the final clarifiers. The piping was also wrapped with heat tape and insulation to prevent this from happening again this winter. A more permanent solution for both issues will be in the works when the warmer weather arrives.

- The City of Portland WWTP updated and submitted the RMP (Residuals Management Plan) to EGLE last fall! We just received notification that the plan was approved. The RMP ensures that the Bio-Solids are tested to meet State and Federal regulations for PFOS, PFOA, Fecal Coliform and Heavy Metals. It also ensures that site information for land application is being tracked properly.

- Demo of the I03 Grand River has taken place. Due to the delays in the project and the timing of seasons, progress on the River Crossing Bore project will likely be delayed until springtime.

-Plant operators will continue to work towards their licensing in 2025. Operators are enrolled in 2 classes geared towards Activated Sludge process's this coming spring.

- City Staff along with F&V and contractors continue to work through the items remaining on the punch list, pipe labeling, flow direction and signage along with some crack injection of a few trouble spots remain. F&V and Plant staff will due a walkthrough this spring when we get closer to the startup year anniversary.

-Starting in January 2025, WWTP staff will be switching over from Hippo CMMS to Maintain X. Maintain X will better allow staff to track equipment maintenance frequency, parts inventory, cost and vender information. Staff continues to upload plant data for buildings, equipment and parts. We are working on generating repeating work orders for daily, weekly, monthly and annual maintenance on all equipment, building and vehicles for the WWTP.

-With the ice building on the river in the cold weather months, staff reviewed procedures in the event of an ice jam causing the plant to become hydraulically overloaded. Staff reached out to McCalister rental to have trash pumps and hoses on stand by in the event we needed them. River levels and flow levels are monitored daily.

-The WWTP has put out a job posting for a temporary/Full time WWTP operator. This position will help fill the void of a current employee out on leave.

## WASTEWATER MAINTENANCE

-The WWTP staff completed I6I preventative maintenance work orders from our HIPPO computerized maintenance program (CMMS) for the month of January.

-The WWTP staff pulled and changed out the seals, bulbs and quartz sleeves on the Ultra-Violet disinfection racks. There are 2 banks with 4 racks in each bank that require maintenance every 10-15,000 hours.

-Plant staff with the use of the Gap-Vac truck cleaned over 2,500 ft of sewer main for the month of January.

### ● EMERGENCY ALARM CALL-OUTS

-There was 3 after hours call outs for the month of January 2025. A resident on Albro street had their lateral replaced, an after-hour inspection was required before backfilling the trench. The other 2 callouts were due to alarms at the WWTP. One for a digester blower alarm and the other was for a PLC logic controller that lost communication with the raw pumps and flow meter. Both issues were resolved.

-City staff also performed 2 sewer lateral inspections for residents with the WWTP sewer push camera.

### ● DAILY FLOW SUMMARY

The wastewater flow was monitored using the facility's influent and effluent flow meters. The chart below shows the flow readings for the month of January 2025. The average influent flow during this period was 348,000 gallons per day and the average effluent flow during this period was 303,000 gallons per day. We had (12) days with measurable precipitation which totaled .88 inches. The influent flow is higher than the effluent flow due to solids removal and due to recycle flows which are measured twice.

PORTLAND WWTP DAILY DISCHARGE MONITORING REPORT

PERMIT NUMBER: MGS70220  
 DISTRICT: West Michigan  
 COUNTY: Ionia  
 MONITORING POINT: 001A  
 MONITORING PERIOD: Jan-25

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

PARAMETER	Flow	Total Suspended Solids 7 Day Ave	Total Suspended Solids 7 Day Ave lbs./ave	Total Suspended Solids	Total Suspended Solids mg/l	Carbonaceous Biochemical Oxygen Demand 7 Day Ave	Carbonaceous Biochemical Oxygen Demand 7 Day Ave lbs.	Carbonaceous Biochemical Oxygen Demand (CBOD5)	Carbonaceous Biochemical Oxygen Demand (CBOD5) mg/l	Ammonia Nitrogen (as N)	Ammonia Nitrogen (as N) mg/l	Ammonia Nitrogen (as N) lbs.	Total Phosphorus (as P)	Fecal Coliform 7 Day Ave	Fecal Coliform 7 Day Ave lbs./100 ml	CBOD Percent Removal	Total Suspended Solids Percent Removal	Outfall Observation	PH MIN	PH MAX	Dissolved Oxygen	
1-Jan-25	MGD	0.264																				
2-Jan-25		0.293																				
3-Jan-25		0.286																				
4-Jan-25		0.301																				
5-Jan-25		0.288																				
6-Jan-25		0.309																				
7-Jan-25		0.285	6.8	16.2	6.8	7.1	16.9	7.1	16.9	610.0	610.0	610.0	0.65	74955.00	2	99	98	YES	7.4	7.4	7.6	
8-Jan-25		0.456	5.9	17.6	5	6.3	19.7	5.9	17.6	610.0	610.0	610.0	0.76	74955.00	3	98	97	YES	7.4	7.4	7.6	
9-Jan-25		0.486	5.4	17.7	4.4	17.8	19.2	4.5	16.2	610.0	610.0	610.0	0.59	74955.00	3	98	99	YES	7.6	7.6	8.4	
10-Jan-25		0.443	5.4	17.7		5.8	19.2															
11-Jan-25		0.449	5.4	17.7		5.8	19.2															
12-Jan-25		0.450	5.4	17.7		5.8	19.2															
13-Jan-25		0.423	5.4	17.7		5.8	19.2															
14-Jan-25		0.399	4.2	15.9	3.25	10.8	21.3	7.0	23.3	610.0	610.0	610.0	0.75	74955.00	3	97	98	YES	7.5	7.5	7.3	
15-Jan-25		0.399	4.6	16.4	6.2	20.6	23.4	8.6	26.6	610.0	610.0	610.0	1.06	74955.00	3	97	98	YES	7.5	7.5	7.6	
16-Jan-25		0.385	7.2	23.6	12.25	39.3	26.1	8.2	26.3	610.0	610.0	610.0	1.01	74955.00	3	97	95	YES	7.3	7.5	7.4	
17-Jan-25		0.396	7.2	23.6		7.9	26.1															
18-Jan-25		0.388	7.2	23.6		7.9	26.1															
19-Jan-25		0.355	7.2	23.6		7.9	26.1															
20-Jan-25		0.341	7.2	23.6		7.9	26.1															
21-Jan-25		0.321	6.7	26.9	7.75	20.7	25.4	7.9	21.1	610.0	610.0	610.0	0.54	74955.00	3	98	94	YES	7.4	7.4	7.7	
22-Jan-25		0.341	10.4	30.7	11.25	32.0	21.4	5.9	16.8	610.0	610.0	610.0	0.46	74955.00	2	98	96	YES	7.4	7.4	7.7	
23-Jan-25		0.354	7.4	20.7	3.2	9.4	16.5	3.9	11.5	610.0	610.0	610.0	0.34	74955.00	2	99	99	YES	7.3	7.3	7.3	
24-Jan-25		0.259	7.4	20.7		5.9	16.5															
25-Jan-25		0.338	7.4	20.7		5.9	16.5															
26-Jan-25		0.343	7.4	20.7		5.9	16.5															
27-Jan-25		0.320	7.4	20.7		5.9	16.5															
28-Jan-25		0.271	6.5	17.5	4.9	11.1	13.4	5.3	12.0	610.0	610.0	610.0	0.49	74955.00	2	99	98	YES	7.5	7.5	8	
29-Jan-25		0.276	4.5	11.1	5.5	12.7	13.4	7.3	16.8	610.0	610.0	610.0	0.84	74955.00	1	97	97	YES	7.4	7.4	7.6	
30-Jan-25		0.286	6.2	14.5	8.3	19.8	13.9	5.4	12.9	610.0	610.0	610.0	0.84	74955.00	1	98	93	YES	7.4	7.4	7.4	
31-Jan-25		0.265	6.2	14.5		6.0	13.9															
Average		0.348	6.6	18.1		8.2	26.1	6.4	18.9	610.0	610.0	610.0	0.72	74955.00	1	98	97		7.3	7.6	7	
MIN		0.259				5.8	16.5			610.0	610.0	610.0	0.34	74955.00	2	99	99		7.3	7.3	7.3	
MAX		0.486	10.4	30.7		8.2	26.1			610.0	610.0	610.0	1.15	74955.00	3	98	94		7.6	7.6	8	

January 2025

**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	7-day	mg/l
	7-day		7-day		Rem.	7-day		7-day		Rem.	Rem.			cts/100 ml	GEO						
	Avg		Avg			Avg		Avg													
1																					
2																					
3																					
4																					
5																					
6																					
7	7.1	7.1	16.9	16.9	99	6.8	6.8	16.2	16.2	98	4.8	1.150	3.1	83	7.4	7.6	2	2			
8	5.9	6.5	22.4	19.7	98	5.0	5.9	19.0	17.6	97	4.0	0.756	2.4	85	7.4	7.6	4	3			
9	4.5	5.8	18.2	19.2	98	4.4	5.4	17.8	17.7	99	3.1	0.594	2.0	85	7.6	8.4	2	3			
10		5.8		19.2			5.4		17.7									3			
11		5.8		19.2			5.4		17.7									3			
12		5.8		19.2			5.4		17.7									3			
13		5.8		19.2			5.4		17.7									3			
14	7.0	5.8	23.3	21.3	97	3.3	4.2	10.8	15.9	98	1.8	0.750	2.1	86	7.5	7.3	5	3			
15	8.6	6.7	28.6	23.4	97	6.2	4.6	20.6	16.4	98	4.6	1.060	3.0	81	7.5	7.6	3	3			
16	8.2	7.9	26.3	26.1	97	12.3	7.2	39.3	23.6	95	7.0	1.010	2.8	80	7.5	7.4	2	3			
17		7.9		26.1			7.2		23.6									3			
18		7.9		26.1			7.2		23.6									3			
19		7.9		26.1			7.2		23.6									3			
20		7.9		26.1			7.2		23.6									3			
21	7.9	8.2	21.1	25.4	98	7.8	8.7	20.7	26.9	94	4.8	0.540	1.2	93	7.4	7.7	3	3			
22	5.9	7.3	16.8	21.4	98	11.3	10.4	32.0	30.7	96	7.3	0.456	1.1	92	7.4	7.0	2	2			
23	3.9	5.9	11.5	16.5	99	3.2	7.4	9.4	20.7	99	2.2	0.337	0.8	94	7.3	7.3	2	2			
24		5.9		16.5			7.4		20.7									2			
25		5.9		16.5			7.4		20.7									2			
26		5.9		16.5			7.4		20.7									2			
27		5.9		16.5			7.4		20.7									2			
28	5.3	5.0	12.0	13.4	99	4.9	6.5	11.1	17.5	98	3.7	0.491	1.1	92	7.5	8.0	1	2			
29	7.3	5.5	16.8	13.4	97	5.5	4.5	12.7	11.1	97	3.5	0.645	1.5	87	7.4	7.6	1	1			
30	5.4	6.0	12.9	13.9	98	8.3	6.2	19.8	14.5	93	5.7	0.835	1.9	89	7.4	7.4	1	1			
31		6.0		13.9			6.2		14.5									1			
M/M																					
TL																					
GA																					
ME	6.4		18.9		98	6.6		19.1		97	4.4	0.72	1.9	87	7.4	7.6	2.1		####	####	
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

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

January 2025

**RAW INFLUENT**

DAY	WEATHER		FLOW DATA						TEMP °C	PH SU	CBOD - 5 Day		TSS		V.S.S	TOTAL PHOSPHORUS		Day
	Type	Precip	Total	Total		Peak	Min	mg/l			lbs/day	mg/l	lbs/day	mg/l	mg/l	lbs/day		
	Code	Inches	Influent	7-day	Effluent	7-day	mgd										mgd	
			mgd	Avg	mgd	Avg												
1	378	0	0.264		0.220		0.54	0.30										1
2	3578	0.03	0.293		0.241		0.54	0.30										2
3	3,7,8	0.00	0.288		0.235		0.58	0.25										3
4	3,7,8	0.00	0.301		0.247		0.60	0.27										4
5	27	0.00	0.286		0.233		0.61	0.28										5
6	237	0.00	0.309		0.254		0.55	0.30										6
7	237	0.00	0.285	0.289	0.324	0.251	0.63	0.31	12.8	7.8	710	1687	284	675	264	6.7	16	7
8	357	0.01	0.456	0.275	0.384	0.240	0.74	0.37	12.3	7.8	284	1080	188	715	160	4.9	19	8
9	137	0.00	0.486	0.344	0.410	0.298	0.65	0.38	11.5	7.8	282	1142	336	1361	280	4.1	17	9
10	357	0.20	0.443	0.366	0.382	0.319	0.68	0.34										10
11	357	0.04	0.449	0.388	0.392	0.340	0.64	0.32										11
12	3,4,5	0.02	0.450	0.411	0.349	0.356	0.76	0.38										12
13	3,5,7	0.10	0.423	0.427	0.362	0.372	0.69	0.34										13
14	357	0.01	0.399	0.444	0.329	0.373	0.56	0.30	12.1	7.8	273	908	208	692	196	5.2	17	14
15	3,5,7	0.03	0.399	0.436	0.335	0.366	0.62	0.32	12.0	7.9	315	1048	292	972	272	5.7	19	15
16	257	0.00	0.385	0.421	0.332	0.354	0.60	0.31	12.0	7.9	307	986	244	783	208	5.1	16	16
17	3,7,8	0.00	0.396	0.414	0.349	0.350	0.69	0.25										17
18	3,7,8	0.00	0.398	0.407	0.346	0.343	0.73	0.34										18
19	257	0.01	0.355	0.394	0.296	0.336	0.65	0.35										19
20	3,5,7,8	0.07	0.341	0.382	0.279	0.324	0.61	0.27										20
21	3,7,8	0.00	0.321	0.371	0.262	0.314	0.57	0.33	11.4	7.9	415	1111	128	343	68	7.2	19	21
22	3,5,7	0.05	0.341	0.362	0.287	0.307	0.60	0.30	11.0	7.9	275	782	252	717	176	5.7	16	22
23	3,7	0.00	0.354	0.358	0.291	0.301	0.63	0.24	10.0	7.9	387.5	1144	348	1027	300	5.9	17	23
24	37	0.00	0.259	0.338	0.301	0.295	0.65	0.34										24
25	37	0.00	0.338	0.330	0.305	0.289	0.68	0.31										25
26	3,7	0.00	0.343	0.328	0.303	0.290	0.64	0.25										26
27	3,7,8	0.00	0.320	0.325	0.292	0.292	0.53	0.30										27
28	3,8	0.00	0.271	0.318	0.266	0.292	0.90	0.26	12.3	7.5	392.5	887	248	561	196	6.2	14	28
29	2,3,7,8	0.00	0.276	0.309	0.277	0.291	0.56	0.33	12.0	8.1	282.3	650	160	368	132	4.9	11	29
30	234	0.01	0.286	0.299	0.268	0.288	0.55	0.35	12.3	7.7	217.5	519	112	267	88	7.9	19	30
31	234	0.30	0.265	0.300	0.236	0.278	0.50	0.29										31
TL		0.88	10.779		9.389		19.48	9.58	141.7	94.0								
MAX																		
ME		0.03	0.348		0.303		0.63	0.31	11.8	7.8	345	1099	233	707	195	5.8	17	
REMARKS:																		

January 2025

**ACTIVATED SLUDGE**

DAY	Aeration	Detent.	CRT	DO	DO	AIR	WAS	WAS	Air
	Volume	Time	Days	W	E	SUPPLY			Volume
	KCF	Hours			mg/l	CuFt./D	gal	lbs	
1	24	6.2	0.0	7.6	4.1	1.44	5.00	0	10
2	24	5.6	0.0	5.74	3.8	1.44	5.00	0	10
3	24	5.7	0.0	5.28	3.5	1.44	4.99	0	10
4	24	5.5	0.0	4.6	3.6	1.44	4.99	0	10
5	24	5.7	0.0	3.9	3.7	1.44	6.00	0	10
6	24	5.3	0.0	3.28	3.6	1.44	6.00	0	10
7	24	5.8	0.0	6.08	4.2	1.44	6.00	0	10
8	24	3.6	0.0	6.06	4.1	1.44	3.67	0	10
9	24	3.4	0.0	6	4.0	1.44	5.00	0	10
10	24	3.7	0.0	5.14	3.6	1.44	4.50	0	10
11	24	3.7	0.0	5.3	3.5	1.44	3.50	0	10
12	24	3.7	0.0	5.1	3.5	1.44	3.50	0	10
13	24	3.9	0.0	3.8	2.8	1.44	3.50	0	10
14	24	4.1	0.0	3.7	1.9	1.44	2.00	0	10
15	24	4.1	0.0	6.2	3.6	1.44	2.00	0	10
16	24	4.3	0.0	3	2.2	1.44	2.50	0	10
17	24	4.2	0.0	4.97	2.7	1.44	2.00	0	10
18	24	4.1	0.0	6.3	4.9	1.44	2.50	0	10
19	24	4.6	0.0	6.4	5.0	1.44	2.00	0	10
20	24	4.8	0.0	6.5	5.0	1.44	2.00	0	10
21	24	5.1	0.0	6	4.6	1.44	2.00	0	10
22	24	4.8	0.0	5.5	4.4	1.44	2.50	0	10
23	24	4.6	0.0	4.1	3.6	1.44	2.50	0	10
24	24	6.4	0.0	3.6	3.6	1.44	3.00	0	10
25	24	4.9	0.0	5.38	4.4	1.44	3.00	0	10
26	24	4.8	0.0	5.02	4.2	1.44	3.00	0	10
27	24	5.1	0.0	3.5	3.5	1.44	3.00	0	10
28	24	6.1	0.0	3.9	3.7	1.44	3.00	0	10
29	24	6.0	0.0	3.4	3.5	1.44	3.00	0	10
30	24	5.7	0.0	3.5	4.1	1.44	3.00	0	10
31	24	6.2	0.0	5.6	4.5	1.44	2.00	0	10
TL							106.64	0	
ME	24	4.9	#DIV/0!	5	3.8	1.44	3.44	0	
REMARKS:									

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

January 2025

**MISCELLANEOUS DATA**

DAY	OUTFALL OBSERVATION	GRIT	NAT. GAS	ELECT. WWTP	ELECT. Riverside Lift Stat.	ELECT. Canal Lift Stat.	ELECT Cutler Lift Stat.	FERRIC CHLORIDE
	yes/no	cf	cf	kwh	kwh	kwh	kwh	lbs
SF				1				
1	y		4400	232				223
2	n		5000	264	32	26	41	223
3	n		5100	240				223
4	n		5200	232				223
5	n		5300	240	155	42	70	223
6	n		4900	232				223
7	y	40.5	4900	216	34	27	41	223
8	y		5500	224				268
9	y		4000	368	34	28	44	268
10	y		4700	104				215
11	n		4400	272				215
12	n		4200	256	46	44	61	215
13	n		5200	272				215
14	y	40.5	5400	256	11	30	48	215
15	y		5300	272				215
16	y		4300	272	9	27	42	241
17	y		3700	240				241
18	n		3700	232				241
19	n		5800	240	16	41	63	241
20	n		6300	240				241
21	y	40.5	6300	248				268
22	y		5200	256				268
23	y		5200	256	21	57	103	268
24	y		5400	248				214
25	n		4300	264				214
26	n		4600	264	16	44	69	214
27	n		4100	264				214
28	y	40.5	3700	272	8	24	35	214
29	y		4300	264				201
30	y		3600	240	11	30	41	201
31	n		4500	256	19	54	82	201
<b>TL</b>		162.0	148500.0	7736	412	474	740	7069
<b>ME</b>		40.5	4790	250	32	36	57	228
<b>REMARKS:</b>								

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

January 2025

**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	#REF!												
2	#REF!												
3	#REF!			#REF!								#DIV/0!	
4	#REF!											#DIV/0!	
5	#REF!												
6	#REF!												
7	#REF!	2.9	63.1		7.7	8.9	10.0	7.7	9.6	63			
8	#REF!	3	63.3		7.7	7.5	9.3	7.6	7.4	10.7			
9	#REF!												
10	#REF!			#REF!								#DIV/0!	
11	#REF!												
12	#REF!												
13	#REF!												
14	#REF!			#REF!								#DIV/0!	
15	#REF!												
16	#REF!												
17	#REF!			#REF!								#DIV/0!	
18	#REF!												
19	#REF!												
20	#REF!												
21	#REF!			#REF!								#DIV/0!	
22	#REF!												
23	#REF!	2.9	67		7.3	9.4	6.3	7.5	6.6	67			
24	#REF!			#REF!								#DIV/0!	
25	#REF!												
26	#REF!												
27	#REF!												
28	#REF!			#REF!								#DIV/0!	
29	#REF!												
30	#REF!												
31	#REF!			#REF!									
TL	#REF!												0
ME	#REF!	2.9	64	#REF!	7.6	8.6	8.5	7.6	7.9	47		#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

January 2025

**SOLIDS DISPOSAL**

DAY	SUPERNATANT								BIOSOLIDS DISPOSAL				SITE #
	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						0.0					
2	0	0						0.0					
3	0	0						0.0					
4	29421.6	0						0.0					
5	0	0						0.0					
6	0	0						0.0					
7	0	0						0.0					
8	0	0						0.0					
9	0	0						0.0					
10	0	0						0.0					
11	0	0						0.0					
12	0	0						0.0					
13	0	0						0.0					
14	0	0						0.0					
15	0	0						0.0					
16	0	0						0.0					
17	0	0						0.0					
18	0	0						0.0					
19	0	0						0.0					
20	0	0						0.0					
21	0	0						0.0					
22	0	0						0.0					
23	0	0						0.0					
24	0	0						0.0					
25	0	0						0.0					
26	0	0						0.0					
27	0	0						0.0					
28	0	0						0.0					
29	0	0						0.0					
30	0	0						0.0					
31	0	0						0.0					
<b>TL</b>	29421.6	0	29421.6					0.0	0				
<b>ME</b>													

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

Sludge Storage Level  
January 2025

Day	Start Level	End Level	Sludge Intake
1	144.8	144.8	0
2	144.8	144.8	0
3	144.8	144.8	0
4	144.8	144.8	0
5	144.8	144.8	0
6	144.8	144.8	0
7	144.8	144.8	0
8	144.8	144.8	0
9	144.8	144.8	0
10	144.8	144.8	0
11	144.8	144.8	0
12	144.8	144.8	0
13	144.8	144.8	0
14	144.8	144.8	0
15	144.8	144.8	0
16	144.8	144.8	0
17	144.8	144.8	0
18	144.8	144.8	0
19	144.8	144.8	0
20	144.8	144.8	0
21	144.8	144.8	0
22	144.8	144.8	0
23	144.8	144.8	0
24	144.8	144.8	0
25	144.8	144.8	0
26	144.8	144.8	0
27	144.8	144.8	0
28	144.8	144.8	0
29	144.8	144.8	0
30	144.8	144.8	0
31	144.8	144.8	0
Total			0

Unable to use SST! Piping Frozen!! Storing thickened sludge in D2 to transfer to SST when weather allow



**IONIA COUNTY BOARD OF COMMISSIONERS  
BOARD OF COMMISSIONERS MEETING  
FEBRUARY 11, 2025 – 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. Reappointment to Airport Zoning Board
    - Jeff Montgomery, one year term
  - B. Michigan Earned Sick Leave Act – Priscilla Walden
  - C. Request for 2020 Census Urban Boundary Change – Linda Pigue
  - D. Request to accept bid to cut and remove tree – Linda Pigue
  - E. PA 116- Clerk Geiger
  - F. Request to Hire Facilities Director – Chad Shaw
  - G. Soldier and Sailor Relief Fund Resolution- Chad Shaw
  - H. Request Approval of the Ionia County Health Departments Plan of Organization- Chad Shaw
  - I. Request to change the name of Ionia County Abuse Initiative to Ionia County Hope and Recovery- Chad Shaw
  - J. Request Payroll Step Increase for Dispatch Supervisor-Lance Langdon
  - K. Request to Renew Motorola Service Agreement – Lance Langdon
- IX. Department Reports**
  - A. Building Department

- B. Animal Care and Control
- C. Clerk's Office

**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**

- A. None

**XIV. Adjournment**

**Board and/or Commission Vacancies**

- **Community Corrections Advisory Board-Ionia Community Mental Health Representative**

**Appointments for consideration in the month of February 2025:**

- **None**

**Appointments for consideration in the month of March 2025:**

- **Community Mental Health Services Board**