



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

7:00 P.M. Monday, August 4, 2025
City Council Chambers
City Hall, 259 Kent St, Portland, MI 48875

Estimated Time		<u>Desired Outcome</u>
7:00 PM	I. <u>Call to Order by Mayor Barnes</u>	
7:01 PM	II. <u>Pledge of Allegiance</u>	
7:02 PM	III. <u>Acceptance of Agenda</u>	Decision
7:03 PM	IV. <u>Public Comment</u> (5-minute time limit per speaker)	
7:10 PM	V. <u>City Manager Report</u>	
7:15 PM	VI. <u>Presentations</u> A. DDA Director ConnerWellman – Downtown Report	
	VII. <u>Public Hearing(s)</u> - None	
	VIII. <u>Old Business</u> - None	
7:20 PM	IX. <u>New Business</u>	
	A. First Reading Ordinance 101N to Adopt a New Electric Utility Service Construction Fee Ordinance	
7:25 PM	B. Proposed Resolution 25-48 Approving, Authorizing, and Directing the Mayor and Clerk to Sign a Recreation Services Agreement with Eagle Township	Decision
7:28 PM	C. Proposed Resolution 25-49 Approving the Purchase of Six Kenwood 800 MHz Radios for the Portland Ambulance Department	Decision
7:30 PM	D. Proposed Resolution 25-50 Approving the Purchase of Kerite Underground Conductor Cable from Resco for the Grant Street Substation Project	Decision
7:32 PM	E. Proposed Resolution 25-51 Approving HydroCorp’s Proposal to Provide a Cross-Connection Control Program for the City of Portland	Decision
7:34 PM	F. Proposed Resolution 25-52 Appointing an Officer Delegate to Represent the City at the 2025 MERS Conference	Decision

Estimated Time		<u>Desired Outcome</u>
7:35 PM	<p>X. <u>Consent Agenda</u></p> <ul style="list-style-type: none"> A. Minutes and Synopsis of the Regular City Council Meeting held on July 21, 2025 B. Payment of Invoices in the Amount of \$229,335.52 and Payroll in the Amount of \$184,669.96 for a Total of \$414,005.48 C. Purchase Orders over \$5,000.00 <ul style="list-style-type: none"> 1. MAAG Transport in the Amount of \$5,000.00 for Brush Clearing 2. Timber Tree Services in the Amount of \$5,600.00 for Tree Removal and Tree Trimming 3. BS&A Software in the Amount of \$6,225.00 for Annual Software Services 4. Timber Tree Services in the Amount of \$6,225.00 for Tree Removal and Tree Trimming 5. West Michigan Powder Coating in the Amount of \$15,000.00 for Cemetery Fence Restoration 6. Clery Fence in the Amount of \$28,657.00 to Replace a Ballfield Fence at Bogue Flats <p>XI. <u>Communications</u></p> <ul style="list-style-type: none"> A. Michigan Public Power Agency By-Law Amendment B. Electric Department Memo re: Antena C. DDA Minutes for June 30, 2025 D. Board of Light and Power Minutes for June 24, 2025 E. Utility Billing Reports for June 2025 F. MPSC Notice of Hearing for Consumers Energy 	Decision
7:38PM	<p>XII. <u>Other Business</u> - None</p>	
7:40 PM	<p>XIII. <u>City Manager Comments</u></p>	
7:45 PM	<p>XIV. <u>Council Comments</u></p>	
7:50 PM	<p>XV. <u>Adjournment</u></p>	Decision

CITY OF PORTLAND
Ionia County, Michigan

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

ORDINANCE NO. 101N

NEW ELECTRIC UTILITY SERVICE CONSTRUCTION FEE ORDINANCE

AN ORDINANCE, establishing a procedure for applying for new utility service to a property and applying certain rates and charges as appropriate to apportion the relative costs of the extension of such service as between the customer and the CITY OF PORTLAND BOARD OF LIGHT AND POWER.

THE CITY OF PORTLAND ORDAINS:

Section 1. ADDITION OF NEW SECTION 40-227 – New Service Construction Charges.

Section 2.

- (a) The City will extend its distribution facilities to the Point of Common Coupling on the Customer's Premises subject to the City Code of the City of Portland.
- (b) The City shall determine service availability and load limits.
- (c) The City shall provide, own, maintain, and specify the location of its distribution Facilities. No ownership rights shall pass to any owner, developer, or Customer by reason of any payments made for the construction.
- (d) City-owned, three phase, pad mount transformers must be installed within 25 feet of a drivable surface.
- (e) The City may make such extensions at its cost if, in its sole judgement, the estimated revenue, probable stability, improvements to safety and reliability, and potential load growth reasonably warrant the capital expenditure. If, in the City's sole judgement, the extension is not so warranted, it will require the Customer to pay for the extension.
- (f) Prior to the installation of any distribution system the owner, developer, or Customer may be required to enter into a written agreement with the City generally describing the proposed distribution system and the conditions of the parties. Each system extension shall be a separate agreement. Further extensions will require a separate written agreement.

- (g) Prior to the installation of any distribution system the owner, developer, or Customer shall provide, at no expense to the City, permits and easements acceptable to the City for the installation, operation, and maintenance of the proposed distribution system extension. The easement shall include, but is not limited to, a legal description, sketch, construction and maintenance rights, and vegetation management requirements.
1. If the required permits and easements are not provided and the extension can be constructed in the public right-of-way, the applicant shall be required to pay the additional construction expense.
 2. If the owner, developer, or Customer requests the City to modify existing easements, such modifications shall be in the City's sole discretion. The requesting party will be responsible for all expenses associated with the modification.
 3. Commercial, industrial and multi-family, multi lot residential developments shall require an Access Easement Agreement.
 4. Single family homes shall require a Residential Right of Access, Ingress and Egress Agreement.
- (h) All easement areas on private property shall be routinely cleared of encroaching vegetation and trees in order to preserve access to the distribution system equipment by the City or its contractor to maintain reliable Electric Service. It shall be the responsibility of private property owners with such an easement to keep the easement area clear. Such easement(s) shall include a clause recognizing and authorizing the City of Portland's right to clear vegetation at any time on the easement space when necessary for emergency access thereto.
- (i) Any poles, wires, or other equipment required beyond the Point of Common Coupling shall be furnished, installed, and maintained by the Customer. The City's responsibility (other than the meter or metering devices as required) ends at the Point of Common Coupling.
- (j) The Service Entrance Conductors shall be furnished, installed, and maintained by the Customer in accordance with the National Electrical Code and other applicable codes and shall conform to the City's specifications.
- (k) Primary facility extensions shall be installed, owned, and maintained by the City. Charges will be determined in accordance with all applicable provisions set forth in these rules.
- (l) The owner, developer, or Customer is responsible for locating and marking the locations of privately owned underground facilities such as lawn sprinkler systems, field drainage systems, septic tanks, electric lines, etc. The City assumes no responsibility for damage to unmarked private facilities.

(m) Equipment Installation

1. The Customer shall provide access to City-owned equipment, including transformers, switchgear, pedestals, and meters, for operation, maintenance, and cooling.
2. The Customer shall maintain access and working clearance around City facilities to permit safe operation and maintenance of such facilities including testing, repairs, replacement, tree trimming, etc. in accordance with applicable codes, the City's construction standards, and any other applicable regulations. If the Customer does not maintain appropriate access and working space, the City is authorized to trim, cut down, remove, or otherwise prevent future growth of trees and brush, and remove anything that has or has the potential to contact, interfere with, or be hazardous to the operation and maintenance of City facilities. In such instances, the City will have no obligation to restore the Customer's Premises.
3. City personnel will use reasonable care to minimize damage to structures and landscaping while operating, maintaining, removing, and replacing City-owned equipment. The Utility agrees to restore disturbed portions of the Property to pre-construction conditions following the completion of any work performed under this Agreement. Restoration shall not include replacement of ornamental landscaping or non-essential structures located within the 15-foot clear zone around above ground utility infrastructure.

Section 3. SEVERABILITY AND CAPTIONS. This Ordinance and its various parts, Sections, subsections, sentences, phrases, and clauses are declared to be severable. If any part, Section, subsection, sentence, phrase, or clause is adjudged unconstitutional or invalid, the remainder of the Ordinance shall not be affected. The captions included at the beginning of each Section are for convenience only and shall not be considered a part of this Ordinance.

Section 4. REPEALER. No officer, agent, City Council member, or employee of the City shall be rendered personally liable for any damage that may occur to any person as a result of any act, decision, or other consequence or occurrence arising out of the discharge of duties and responsibilities pursuant to this Ordinance.

Section 5. EFFECTIVE DATE. This Ordinance was approved and adopted by the City Council on _____, 2025. The City Clerk shall cause this Ordinance to be published and recorded as provided in the City Charter and it shall take effect upon the date after the date of its publication, but not less than ten (10) days after its adoption by the City Council. However, it shall cease and be of no effect 60 days after its adoption unless within that period Consumers accepts the Ordinance in writing filed with the City Clerk. Upon acceptance and publication, this Ordinance shall constitute a contract between the City and Consumers.

Ayes:
Nays:
Absent:
Abstain:

ORDINANCE DECLARED ADOPTED.

James E. Barnes, Mayor

Monique I. Miller, City Clerk

Introduced: August 4, 2025
Adopted:
Published:
Effective:

CERTIFICATION

I certify that this is a true and complete copy of the ordinance adopted at a regular meeting of the City Council of the City of Portland on _____.

Dated: _____, 2025.

Monique I. Miller, City Clerk



To: Honorable Mayor and Members of City Council

From: Andrew Dymczyk, City Manager

Subject: New Electric Utility Service Construction Fee Ordinance

Date: August 1, 2025

The City of Portland has historically, with some exceptions, borne the full capital costs of providing electric service to customers. However, based on discussions with other electric utility general managers, a review of peer utility policies, and professional experiences building and managing power plants and refineries, this approach is not consistent with typical industry practices.

Electric service needs are also evolving with a higher demand for electricity to power businesses, industries and daily life. The shift towards electric vehicles, heat pumps and other technologies are contributing towards this demand and additional future requests for electric utility service.

To align more closely with standard utility practices, reduce capital exposure and adequately address future service requests, the City of Portland engaged Ross Hammersley of Olson, Howard P.C. to draft a proposed ordinance amendment. The goal of this ordinance is to reduce capital risk associated with large-scale facilities and developments, while preserving reasonable connection fees for residential lots and homes typical within the City. The Board of Light and Power has discussed this ordinance and supporting administrative documents at the June 24th and July 23rd board meeting and has recommended approval.

There are no new costs associated with adopting this ordinance and implementation is expected to yield minor but consistent year-over-year reductions in operating expenses and a reduction of capital risk associated with growth.

Included for consideration of the New Electric Utility Service Connection Fee Ordinance are the proposed supporting administrative documents of Commercial Access Easement Agreement, Residential Right of Access Ingress and Egress Agreement, System Extension Agreement templates and a contribution in aid of construction service fees outline.

Contribution in AID of Construction - NEW CONSTRUCTION

All new electrical distribution system construction shall be installed underground:

Residential Service/Developments:

Primary Extensions

\$10 x primary trench length in feet open cut

\$25 x primary installed length in feet underground boring

\$45/kVA for single phase transformers

Shared transformers shall be charged 7.5 kVA for residential homes.

Secondary Drops

\$8 x secondary trench length in feet

\$21 x secondary installed length in feet underground boring

\$45/kVA for transformers

Shared transformers shall be charged 7.5 kVA for residential homes. The City will install the first 75 foot of trench at no cost to the homeowner. All boring will be charged to the homeowner.

Application fee \$200

Additional Refundable deposit \$200 – Returned after 12 consecutive months of on time bill payment.

General Service/Large General Service:

Primary Extensions

\$10 x primary trench length in feet

\$25 x primary installed length in feet underground boring

\$45/KVA for single phase transformers

\$200/KVA for three phase transformers

Secondary Drops

\$8 x secondary trench length in feet

\$21 x secondary installed length in feet underground boring

\$45/kVA for transformers

\$200/kVA for three phase transformers

The City will install the first 75 foot of primary or secondary trench on the facility/owner's property at no cost to the owner. All boring will be charged to the owner.

Application fee \$200

Refundable deposit \$200 – Returned after 24 consecutive months of on time bill payment.

DRAFT

Contribution in AID of Construction - SERVICE UPGRADES

All service upgrades of existing facilities shall be installed underground at the sole expense of the facility/property owner:

Residential Service/Developments:

Primary Extensions

\$10 x primary trench length in feet

\$25 x secondary installed length in feet underground boring

Secondary Drops

\$8 x secondary trench length in feet

\$21 x secondary installed length in feet underground boring

Property owners will be charged the full expense of requested transformer, cabinet, pedestal, pole, light or flush-mounted equipment upgrades.

Application fee \$200

General Service/Large General Service:

Primary Extensions

\$10 x primary trench length in feet

Secondary Drops

\$8 x secondary trench length in feet

Property owners will be charged the full expense of requested transformer, cabinet, pedestal, pole, light or flush-mounted equipment upgrades.

Application fee \$200

COMMERCIAL ACCESS EASEMENT AGREEMENT

This **COMMERCIAL ACCESS EASEMENT AGREEMENT** (the "Easement") is made on this ____ day of _____, 20__, by and between the CITY OF PORTLAND, MICHIGAN – BOARD OF LIGHT AND POWER, a municipal utility with offices at 259 Kent Street, Portland, Michigan 48875 ("City" or "Grantee"), and [Property **Owner/ Customer Name**] ("Customer" or "Grantor"), of _____ [address] _____, Michigan _____ (the "Property") on the terms and conditions set forth below.

RECITALS

- A. City owns and operates an electrical distribution system serving the Property.
- B. City requires a perpetual easement to install, maintain, operate, repair, replace, and upgrade underground electrical distribution facilities.
- C. Property Owner agrees to grant such easement under the terms below.

AGREEMENT

1. Grant of Easement

Grantor hereby grants unto the City a perpetual, non-exclusive easement and right-of-way in, on, over, under, across, and through the area shown on Exhibit B (the "Easement Area") for ingress and egress and to otherwise access the Property for one or more of the following purposes:

- a. Install, construct, reconstruct, alter, operate, maintain, repair, replace, remove, relocate underground primary and secondary electrical distribution wire, conduit, cables, transformers, vaults, pedestals, meters, and appurtenances (collectively, "Facilities");
- b. Access the Easement Area and adjacent land with personnel, vehicles, and equipment whenever required to exercise these rights;
- c. Trim, cut, remove, control vegetation (trees, brush, roots) that may interfere with or prevent clear access to Facilities;
- d. Install larger or additional Facilities where necessary to continue service; and
- e. Place above-ground structures only if expressly approved in writing by Property Owner and City. Otherwise, all Facilities shall be installed underground.

2. Clear Zone Requirement

To ensure safe and efficient operation and maintenance of Utility Facilities:

- a. The Property Owner shall maintain a 15-foot clear zone on all sides of any above-grade Utility Facilities.
- b. This clear zone shall be free of obstructions, including but not limited to trees, shrubs, fences, buildings, or other structures or materials that could impede access or endanger Utility personnel.

3. Notice and Restoration

- a. Except in emergencies, City will provide fourteen (14) days' written notice before non-emergency work.
- b. The City shall use reasonable care to prevent damage to the Premises but shall not be liable or responsible for damage to unmarked private utilities
- c. The City agrees to restore disturbed portions of the Property to pre-construction conditions following the completion of any work performed under this Agreement. Restoration shall not include replacement of ornamental landscaping or non-essential structures located within the 15-foot clear zone around above ground utility infrastructure

4. Vegetation & Structures

- a. Property Owner shall not plant trees or erect structures within the Easement Area that unreasonably interfere with Facilities, and shall maintain safe and accessible clearances around Facilities.
- b. The City may perform vegetation removal or trimming where clearance is insufficient or where otherwise necessary.
- c. Owner may use the Easement Area for lawful purposes not inconsistent with City's easement rights.

5. Responsibility & Indemnity – The Customer hereby agrees to indemnify, defend, and hold the City harmless from and against any and all loss, liability, damage, and/or claim incurred or alleged to have occurred as a result of the City's actions, except for the City's own negligence or omissions.

6. Insurance – The City shall maintain commercial general liability insurance with limits of at least One Million Dollars (\$1,000,000.00) per occurrence.

- 7. **Temporary Construction Areas** - During initial installation or major upgrades, City may use adjacent temporary work spaces as needed and shall restore all areas to pre-construction condition.
- 8. **Abandonment & Release** - If Facilities are permanently removed and abandoned, the City may release this Easement through a formal release of easement instrument duly recorded with the Ionia County Office of the Register of Deeds.
- 9. **Assignment** – The City may only assign its rights under this Easement to another municipal utility or entity regulated under Michigan law, provided the assignee agrees to be bound by this Agreement.
- 10. **Governing Law** - This Agreement shall be governed by Michigan law. In accordance with Section 190 of Michigan Public Act 288 of 1967, as amended, (MCL §560.190(c) – (d)), the Property Owner retains all non-inconsistent rights to make other uses of the land, while the City may trim or remove trees interfering with use of this Easement.

11. **Notices** - All notices shall be in writing to:

Property Owner:

[Name:] _____
 [Address:] _____
 [Email:] _____

City:

City of Portland – Board of Light and Power,
 Attn: General Manager,
 259 Kent Street
 Portland, Michigan 489875 [Email].

12. **Entire Agreement** - This written Agreement supersedes all prior discussions. No amendments are effective unless in writing and signed by both parties.

Exhibits

- **Exhibit A:** Legal description of Property.
- **Exhibit B:** Easement Area illustration.
- **Exhibit C:** Facility specifications (optional).

[signature page follows]

DRAFT

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

PROPERTY OWNER:

Name(s): _____

STATE OF MICHIGAN)
COUNTY OF _____) ss.

Acknowledged and executed before me on this ____ day of _____, 202__, by _____, as the owner of the following Premises: _____.

DRAFT

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

CITY OF PORTLAND, MICHIGAN – BOARD OF LIGHT AND POWER:

By: _____
Its: _____

STATE OF MICHIGAN)
COUNTY OF _____) ss.

Acknowledged and executed before me on this ____ day of _____, 202__, by _____, as the _____ of the City of Portland, Michigan – Board of Light and Power, and as the act and deed of such entity and in the capacity herein expressed.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

Exhibit A
Legal Description of the Property

DRAFT

Exhibit B
Easement Area Illustration

DRAFT

Exhibit C
Facility Specifications (optional)

DRAFT



ACCESS EASEMENT AGREEMENT

This **ACCESS EASEMENT AGREEMENT** (the “Easement”) is made on this ____ day of _____, 20__, by and between the CITY OF PORTLAND, MICHIGAN – BOARD OF LIGHT AND POWER, a municipal utility with offices at 259 Kent Street, Portland, Michigan 48875 (“City” or “Grantee”), and [Property **Owner/ Customer Name**] (“Customer” or “Grantor”), of **[address]**, Michigan **[address]** (the “Property”) on the terms and conditions set forth below.

RECITALS

- A. City owns and operates an electrical distribution system serving the Property.
- B. City requires a perpetual easement to install, maintain, operate, repair, replace, and upgrade underground electrical distribution facilities.
- C. Property Owner agrees to grant such easement under the terms below.

AGREEMENT

1. Grant of Easement

Grantor hereby grants unto the City a perpetual, non-exclusive easement and right-of-way in, on, over, under, across, and through the area shown on Exhibit B (the “Easement Area”) for ingress and egress and to otherwise access the Property for one or more of the following purposes:

- a. Install, construct, reconstruct, alter, operate, maintain, repair, replace, remove, relocate underground primary and secondary electrical distribution wire, conduit, cables, transformers, vaults, pedestals, meters, and appurtenances (collectively, “Facilities”);
- b. Access the Easement Area and adjacent land with personnel, vehicles, and equipment whenever required to exercise these rights;
- c. Trim, cut, remove, control vegetation (trees, brush, roots) that may interfere with or prevent clear access to Facilities;
- d. Install larger or additional Facilities where necessary to continue service; and

- e. Place above-ground structures only if expressly approved in writing by Property Owner and City. Otherwise, all Facilities shall be installed underground.

2. Notice and Restoration

- a. Except in emergencies, City will provide fourteen (14) days' written notice before non-emergency work.
- b. The City shall use reasonable care to prevent damage to the Premises but shall not be liable or responsible for damage to unmarked private utilities
- c. After any activity, City shall restore surface conditions—soil, pavement, landscaping—to a condition substantially similar to pre-work state.

3. Vegetation & Structures

- a. Property Owner shall not plant trees or erect structures within the Easement Area that unreasonably interfere with Facilities, and shall maintain safe and accessible clearances around Facilities.
- b. The City may perform vegetation removal or trimming where clearance is insufficient or where otherwise necessary. The City shall not be liable for or obligated to restore any damaged private landscaping or structures associated with ensuring safe and accessible clearance to the Facilities for City staff.
- c. Owner may use the Easement Area for lawful purposes not inconsistent with City's easement rights; any structure or vegetation within 20 feet of Facilities requires prior written approval from City.

4. Responsibility & Indemnity – The Customer hereby agrees to indemnify, defend, and hold the City harmless from and against any and all loss, liability, damage, and/or claim incurred or alleged to have occurred as a result of the City's actions, except for the City's own negligence or omissions.

5. Insurance – The City shall maintain commercial general liability insurance with limits of at least One Million Dollars (\$1,000,000.00) per occurrence.

6. Temporary Construction Areas - During initial installation or major upgrades, City may use adjacent temporary work spaces as needed and shall restore all areas to pre-construction condition.

7. **Abandonment & Release** - If Facilities are permanently removed and abandoned, the City may release this Easement through a formal release of easement instrument duly recorded with the Ionia County Office of the Register of Deeds.
8. **Assignment** – The City may only assign its rights under this Easement to another municipal utility or entity regulated under Michigan law, provided the assignee agrees to be bound by this Agreement.
9. **Governing Law** - This Agreement shall be governed by Michigan law. In accordance with Section 190 of Michigan Public Act 288 of 1967, as amended, (MCL §560.190(c) – (d)), the Property Owner retains all non-inconsistent rights to make other uses of the land, while the City may trim or remove trees interfering with use of this Easement.
10. **Notices** - All notices shall be in writing to:

Property Owner:

[Name:] _____
[Address:] _____
[Email:] _____

City:

City of Portland – Board of Light and Power,
Attn: General Manager,
259 Kent Street
Portland, Michigan 489875 [Email].

11. **Entire Agreement** - This written Agreement supersedes all prior discussions. No amendments are effective unless in writing and signed by both parties.

Exhibits

- **Exhibit A:** Legal description of Property.
- **Exhibit B:** Easement Area illustration.
- **Exhibit C:** Facility specifications (optional).

[signature page follows]

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

PROPERTY OWNER:

Name(s): _____

STATE OF MICHIGAN)
COUNTY OF _____) ss.

Acknowledged and executed before me on this ____ day of _____, 202__, by _____, as the owner of the following Premises: _____.

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

CITY OF PORTLAND, MICHIGAN – BOARD OF LIGHT AND POWER:

By: _____
Its: _____

STATE OF MICHIGAN)
COUNTY OF _____) ss.

Acknowledged and executed before me on this ____ day of _____, 202__, by _____, as the _____ of the City of Portland, Michigan – Board of Light and Power, and as the act and deed of such entity and in the capacity herein expressed.

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

Exhibit A
Legal Description of the Property

Exhibit B
Easement Area Illustration

Exhibit C
Facility Specifications (optional)

RESIDENTIAL RIGHT OF ACCESS, INGRESS and EGRESS AGREEMENT

This Agreement is made and entered into this [redacted] day of [redacted], 20 [redacted], by and between:

The City of Portland - Board of Light and Power, a Michigan municipal electric utility (hereinafter referred to as the "Utility"),
and

[Homeowner's Full Name], residing at **[Street Address, Portland, MI ZIP]** (hereinafter referred to as the "Property Owner").

RECITALS

WHEREAS, the Property Owner is the lawful owner of certain real property located in the City of Portland, County of Ionia, State of Michigan, legally described as:

[Insert legal description or parcel number] (the "Property"); and

WHEREAS, the Property Owner desires electric utility service from the Utility for a single-family residential dwelling located on the Property; and

WHEREAS, the Utility requires the right of access, ingress, and egress to install, maintain, and repair its infrastructure necessary for providing such utility service, and

WHEREAS, the parties desire to set forth their respective rights and obligations regarding access to the Property and the installation and maintenance of utility infrastructure.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Right of Access

The Property Owner hereby grants to the Utility, its employees, agents, contractors, and assigns, a perpetual and non-exclusive right of access, ingress, and egress over, across, under, and upon the Property as necessary to install, operate, maintain, inspect, repair, upgrade, and replace electric utility infrastructure and associated facilities (collectively, the "Utility Facilities") required to provide electrical service to the Property.

2. Location and Installation of Facilities

Primary and secondary wire shall generally be installed **below grade**, unless otherwise **mutually agreed to** by both the Utility and the Property Owner. The precise location of such facilities shall be determined by the Utility, in consultation with the Property Owner, to ensure safe and effective service delivery.

3. Clear Zone Requirement

To ensure safe and efficient operation and maintenance of Utility Facilities:

- The Property Owner shall maintain a 15-foot clear zone on all sides of any above-grade Utility Facilities.
- This clear zone shall be free of obstructions, including but not limited to trees, shrubs, fences, buildings, or other structures or materials that could impede access or endanger Utility personnel.

4. Entry Without Notice

The Utility shall have the right to enter upon the Property at reasonable times and without prior notice to the Property Owner in the event of an emergency or to perform necessary maintenance or repair to Utility Facilities. For non-emergency work, the Utility will make reasonable efforts to provide prior notice.

5. Property Restoration

The Utility agrees to restore disturbed portions of the Property to pre-construction conditions following the completion of any work performed under this Agreement. Restoration shall not include replacement of ornamental landscaping or non-essential structures located within the 15-foot clear zone around above ground utility infrastructure.

6. Indemnification

The Property Owner shall indemnify and hold harmless the Utility from any claims, damages, or liabilities arising from the Property Owner's failure to maintain the required clear zone or from interference with the Utility's rights as granted in this Agreement.

7. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and shall run with the land.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PROPERTY OWNER(S):

Signature: _____

Print Name: _____

Date: _____

Signature (if joint owner): _____

Print Name: _____

Date: _____

CITY OF PORTLAND BOARD OF LIGHT AND POWER

By: _____

Name: _____

Title: _____

Date: _____

[Notary Block as needed for recording purposes]

SYSTEM EXTENSION AGREEMENT

This SYSTEM EXTENSION AGREEMENT (“Agreement”) is made on this ____ day of _____, 20__, by and between the City of Portland, Michigan – Board of Light and Power, a municipal utility with offices at 259 Kent Street, Portland, Michigan 48875 (“City”), and [Owner/Developer/Customer Name], of [address], Michigan [address] (“Customer”) on the terms and conditions set forth below.

This Agreement pertains to the following real estate and shall be referred to hereinafter as the “Customer Property” and/or “Premises”:

[Legal description + Property Tax ID No. + Address]

1. Purpose & Scope

The City will design, construct, install, own, operate, maintain, repair, and, if necessary, remove underground primary and secondary electrical distribution facilities (the “Facilities”) from the City’s nearest practical distribution main to the Point of Common Coupling (PCC) on Customer property. Each extension—including service upgrades—requires a separate signed agreement.

2. Customer Obligations

a. Permits & Easements

- Customer must secure, at no cost to City, all required permits and easements acceptable to City, including: legal descriptions, drawings, vegetation management rights, restoration obligations, construction access rights, and emergency access.
- If permits/easements are missing and extension must go through public ROW, Customer bears all related costs.

b. Construction Costs - Costs that will be billed to the Customer follow the Contribution-in-Aid of Construction schedule:

Item	Residential	General (Non-Res)
Primary trench (open cut)	\$10/ft	\$10/ft
Primary boring	\$25/ft	\$25/ft
Secondary trench	\$8/ft	\$8/ft
Secondary boring	\$21/ft	\$21/ft
Transformer	\$45/kVA single-phase; residential shared @7.5 kVA	\$45/kVA single-; \$200/kVA three-phase

- City provides first 75 ft of trench (primary or secondary) at no cost; all boring is charged to Customer.

- Application fee: **\$200**; refundable deposit **\$200** (refunded after 12 months of on-time payments).

c. Service Upgrades

- Upgrades (residential/general) charged per trench/boring schedule; Customer pays full cost for transformer, pedestal, pole, meter, or ancillary equipment.
- Application fee: **\$200**.
- Payment terms:
 - Customer shall pay at least fifty percent (50%) of the Estimated Cost Summary as summarized in Exhibit C upon execution of this System Extension Agreement by the parties.
 - The balance of remaining costs shall be considered due upon completion of the construction of the Facilities, with payment of not less than forty percent (40%) of the remaining balance required prior to energizing the Facilities.
 - The Customer shall pay all of the remaining balance within thirty (30) days of electric service initiation.

d. Marking Private Lines - Customer shall cause all private underground utilities (sprinklers, septic, drain fields) in the vicinity of the Facilities to be clearly marked with flagging. The City disclaims all liability for any damage to unmarked underground utilities, features, and/or facilities.

3. City Obligations

- The City retains full ownership of all Facilities installed by the City—no private ownership transfers.
- City to locate pad-mount, three-phase transformers within 25 ft of a drivable surface.
- City may elect to fund future extensions when revenue, safety, reliability, and load growth justify the capital expense, in the sole discretion of the City. In all other scenarios, the Customer is responsible for payment of the costs incurred for additional extensions as per Section 2.
- All work by the City shall be carried out professionally, with the goals of minimizing all potential safety risks as well as inconvenience to the Customer.

4. Access, Restoration & Emergency Maintenance

- Customer shall grant the City and its contractors a right of access and to ingress and egress the Premises for the period of time necessary to perform the installation, maintenance, testing, repair, replacement, vegetation trimming/removal, and emergency activities.
- Commercial, industrial and multi-family, multi lot residential developments shall require an Access Easement Agreement.
- Single family homes shall require a Residential Right of Access, Ingress and Egress Agreement.
- Customer shall maintain safe and accessible clearances around Facilities. The City may perform vegetation removal or trimming where clearance is insufficient or where otherwise necessary.
- The City agrees to restore disturbed portions of the Property to pre-construction conditions following the completion of any work performed under this Agreement. Restoration shall not include replacement of ornamental landscaping or non-essential structures located within the 15-foot clear zone around above ground utility infrastructure
- Except for emergencies, City will provide at least fourteen (14) days notice to Customer prior to major work.

5. Liability, Indemnity & Insurance

- The City shall use reasonable care to prevent damage to the Premises but shall not be liable or responsible for damage to unmarked private utilities.
- The Customer hereby agrees to indemnify, defend, and hold the City harmless from and against any and all loss, liability, damage, and/or claim incurred or alleged to have occurred as a result of the City's actions, except for the City's own negligence or omissions.
- The City will maintain general liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence

6. Ownership, Transfer & Abandonment

- City retains ownership of all Facilities; no property rights are being or shall be transferred to Customer.
- Should the City elect to permanently remove the Facilities, the City may release the Easement referenced above via recorded document.

7. Assignment & Binding Effect

- The City may assign its rights under this Agreement only to another regulated utility or a successor entity under Michigan law.
- This Agreement and the terms, covenants, conditions, and agreements set forth herein shall run with the land, touch and concern the same, and are intended to and do burden the land subject hereto. The indemnification and hold harmless provisions herein shall survive any expiration or termination of the provisions hereof.

8. Governing Law & Severability

- Michigan law shall exclusively govern the interpretation and enforcement of this Agreement. Any action brought in regard to this Agreement shall be in a court of competent jurisdiction in Ionia County, Michigan.
- Should any provision be invalid, the remainder remains enforceable.

9. Notice

- Notices to Customer:
[Address]
- Notices to City:
City of Portland – Board of Light and Power
259 Kent Street
Portland, Michigan 48875
Attn: Superintendent

10. Entire Agreement

This written Agreement supersedes all prior discussions. No amendments are effective unless in writing and signed by both parties.

In Witness Whereof, the Parties have entered into this Agreement as of the effective date set forth above.

CUSTOMER:

Signature: _____

Name/Title: _____

CITY – BOARD OF LIGHT AND POWER:

Signature: _____

Name/Title: _____

Exhibit A – Legal Description of Customer Property

Exhibit B – Site Plan showing Point of Common Coupling & Easement

Exhibit C – Contribution-in-Aid & Estimated Cost Summary

Exhibit D – Access Easement Agreement or Residential Right of Access, Ingress and Egress Agreement



City of Portland Board of Light and Power



APPLICATION - NEW ELECTRIC SERVICE / SERVICE UPGRADES

THIS IS NOT A PERMIT. Additional permits and inspections may be required and are the responsibility of the customer.
ALL APPLICABLE FIELDS ARE REQUIRED.

Construction Contractor Information

Contractor Name _____

Phone _____ Cell Phone _____

Fax _____

Email _____

Street Address Line 1 _____

Street Address Line 2 _____

City _____ State _____ Zip _____

Billing Information

Same as above

W9 Submitted (required if the billing customer is a business)

Customer Name _____

Phone _____ Cell Phone _____

Email _____

Street Address Line 1 _____

Street Address Line 2 _____

City _____ State _____ Zip _____

Service Location

Street Address Line 1 _____

Street Address Line 2 _____

City _____ State _____ Zip _____

Project Information

Project Name _____

Electrician _____

Phone _____ Cell Phone _____

Email _____

Development Type

- Single Family Duplex Triplex
- Apartments Condos Townhouse
- Accessory Dwelling Unit Multi-lot Mixed Use
- Unit Lot Subdivision Commercial/Industrial

Quantities

Number of Lots _____ Number of Buildings _____ Number of Units _____

Service Information

Structure New Building Service Upgrade

Description _____

Electric Type

- Temporary
- Permanent

Estimated Load

Amperage _____

Estimated Demand _____

All new and upgraded services are required to be underground with meter locations approved by the City of Portland - BLP

- Single Phase - 120/240V
- Three Phase - 120/208V
- Three Phase - 277/480V
- Three Phase - 7200/12470V
- I'm not sure and need help choosing.



I agree that the information on this application is correct to the best of my knowledge. I understand that any changes made to the above information or the attached documents may increase the time and costs required for the City of Portland - BLP to provide service to the project. I acknowledge that I understand and agree to the terms and conditions for Electric Services as established in the City of Portland Code of Ordinances.

Signature: _____

Date: _____ / _____ / _____

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 25-48

**A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE
MAYOR AND CLERK TO SIGN A RECREATION SERVICES
AGREEMENT WITH EAGLE TOWNSHIP**

WHEREAS, the City of Portland is committed to promoting health, wellness, and quality of life for the public through recreation programs; and

WHEREAS, the City Council recognizes the value of regional partnerships and cooperative efforts that expand access to recreation opportunities while preserving the City's ability to recover appropriate costs; and

WHEREAS, the City may enter into intergovernmental or service agreements with neighboring municipalities pursuant to applicable state law [e.g., Michigan Public Act 35 of 1951, as amended]; and

WHEREAS, City staff has visited and engaged our participating neighboring communities to express and outline the desire for a more formalized revenue structure for recreation services to enhance and sustain the recreation programming offered; and

WHEREAS, the City desires to formalize an agreement for recreation services for the Parks and Recreation Department to offer services, programming, and facility access to non-resident participants or communities under clearly defined terms;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves, authorizes, and directs the Mayor and Clerk to sign the Recreation Services Agreement with Eagle Township 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: August 4, 2025

Monique I. Miller, City Clerk

AGREEMENT FOR RECREATION SERVICES

This Agreement (Agreement) is effective as of the 1st day of July 2025 (“Effective Date”), by the City of Portland, (City) whose address is 259 Kent Street, Portland, Michigan, 48875, and Eagle Township, (Township) whose address is 14318 Michigan St, Eagle, MI 48822 (collectively, the “parties” and individually, a “party”).

WHEREAS, the Township is authorized to provide recreation services to its residents; and

WHEREAS, the City of Portland operates a Recreation Department used by residents of Eagle Township to supplement the Township’s Recreation program; and

WHEREAS, the Township desires to enter into an agreement with the City of Portland to allow Township residents to use the Recreation Programs.

THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this Recreation Service Agreement is to secure the provision of additional Recreation service options from the City of Portland for the residents of Eagle Township.

2. Provision of Recreation Department. During the term of this Agreement, the City of Portland agrees to allow all Eagle Township residents to use the Recreation Services, offered by the City of Portland to City residents and at the same rate charged to City residents. City Recreation Services may include but are not limited to City personnel and officials, use of City equipment, and utilization of City property.

3. Hold Harmless. To the extent permitted by law, and except for the negligence or willful misconduct of City, its employees, and/or agents, the Township agrees to defend, indemnify, and hold City harmless from any and all liability arising out of or in any way related to the Township’s use and receipt of Recreation Services provided by City employees’ and agents’ in the performance of Recreation Services during the term of the Agreement, including any liability resulting from intentional or reckless acts

4. Term; Termination. The term of this Agreement shall be one year, beginning July 1, 2025, and ending on June 30, 2026. The Agreement may be terminated upon 30 days’ written notice by either party.

5. Consideration. As consideration, the Township agrees to pay the City of Portland \$2,500. The Township shall pay the City of Portland within 60 days of the Effective Date.

6. Amendment. This Agreement may be amended only by execution of a written amendment signed by duly authorized representatives of the parties.

7. Severability. If any part of this Agreement is held to be invalid or unenforceable under the laws of any jurisdiction where this Agreement is to be performed or sought to be enforced, the remaining provisions shall be enforceable to the maximum extent permitted by law; provided, however, that such remaining provisions effectuate fully the intent of the parties as manifested herein.

8. Governmental Immunity. By signing this Agreement, neither the City nor the Township waives its governmental immunity nor any defenses available to it or its elected or appointed officers, employees, agents, or volunteers under Michigan law.

9. Prohibition against Discrimination. The parties agree that in carrying out the terms of this Agreement that they shall not deny any person the equal protection of the laws; nor shall the parties deny any person the enjoyment of his or her civil rights or discriminate against any person because of his or her actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. The parties further acknowledge and agree that its breach of this paragraph shall be a material breach of this Agreement.

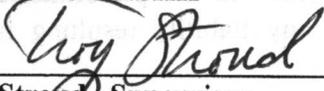
10. Applicable Law and Venue. The parties shall comply with all applicable laws in performing services under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Michigan, in the Courts of Ionia County.

11. Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the services contemplated herein and supersedes all prior and contemporaneous agreements and understandings, oral or written, with regards to such services.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

WHEREFORE, the parties having read and understood the foregoing provisions of this Agreement acknowledge their intent to be bound by the terms as evidenced by the signatures of their respective representatives below.

EAGLE TOWNSHIP



Troy Stroud, Supervisor

Date: 7/17/25

CITY OF PORTLAND

James Barnes, Mayor

Date: _____

Monique Miller, Clerk

Date: _____

A	B	C		D	E		F		G	H	
		2024 Annual Report			2025-2026 Budget		Amount Requested			Amount Requested Rounded Down	
Entity	GL Revenue	Participation %	Adjusted %	\$	\$	\$	50%	20%			
City of Portland	208.000.699.101	27%	33%	\$	153,760.00	\$	76,880.00				
Portland Township	208.000.640000	20%	24%	\$	50,018.31	\$	25,009		\$		32,000
Danby Township	208.000.636000	17%	20%	\$	37,050.60	\$	18,525		\$		18,500
Eagle Township	208.000.635000	7%	8%	\$	31,493.01	\$	15,747		\$		15,500
Orange Township	208.000.638000	4%	5%	\$	12,967.71	\$		2,594	\$		2,500
Lyons Township	208.000.637000	3%	4%	\$	7,410.12	\$		1,482	\$		1,400
Sebewa Township	208.000.647000	5%	6%	\$	5,557.59	\$		1,112	\$		1,000
		83%	100%		9,262.65	\$		1,853	\$		1,800
Other		17%									
		100%									

Goal

Over 10% participation pays 50% of the expenses

>10% participation pays 20% of the expenses

Explanation:

Each entity has a participation level shown in column C. The total is only 83%. The "Other" 17% is made up of multiple other surrounding cities (Lansing, Westphalia, etc.)

Column D converts the 83% to 100%

Column E shows the budget for 25-26 fiscal year, and multiplies column D by the total budget

Column F and G is the percentage requested based on participation percentage. If the participation (Column D) is less than 10% the request is 20% and if Column D is over 10% the request is 50%.

Column H is the amount requested, rounded down to create nice even numbers. Please note, the City of Portland is currently paying more than the recommended amount to account for the smaller townships that are paying the 20% instead of 50%.

Column E is the Total Recreation Budget. Approximately half is covered by participation fees and we are looking to get supplementation for the other portion.

Please let us know if you have any questions: 517-647-2933 or citytreasurer@portland-michigan.org

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 25-49

**A RESOLUTION APPROVING THE PURCHASE OF SIX KENWOOD 800
MHZ RADIOS FOR THE PORTLAND AMBULANCE DEPARTMENT**

WHEREAS, the Portland Ambulance Department utilizes 800 MHz portable radios for their communications system and daily operations; and

WHEREAS, the Portland Ambulance Department's current 800 MHz radios are approximately 34 years old and are in need of replacement; and

WHEREAS, the expense for six portable radios is included in the department's 2025-2026 fiscal year budget; and

WHEREAS, the City Manager and Ambulance Director are recommending that City Council approve the purchase of six (6) Kenwood 800MHz portable radios in the amount of \$24,770.74, a copy of the quote is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves and authorizes the purchase of three (6) Kenwood 800MHz portable radios in the amount of \$24,770.74, a copy of the quote 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: August 4, 2025

Monique I. Miller, City Clerk

Digicom Global 911 Inc.

Invoice

675 East Big Beaver
Suite 105
Troy, Mi. 48083

Date	Invoice #
7/1/2025	9230

Bill To
City of Portland Ambulance Department 773 E Grand River Portland, MI 48875

Ship To
City of Portland Ambulance Department 773 E Grand River Portland, MI 48875

P.O. Number	Terms	Rep
	Net 30	DEB

Quantity	Item Code	Description	Price Each	Amount
		got ok FROM DAN SOWELS 4-3-25 FUNDS WILL BE AVAILABLE 7-1-25		
		Quote for Dan Sowles 517-647-2935 portlandambulance@portland-michigan.org		
6	[VP8000 GRN S... VP8000GRF2	VP8000GRF2 High Visibility Green Multi band portable radio. FREQUENCY BAND OPTIONS SOLD SEPARATELY. Includes multi key DES and ARC 4 encryption, WIFI, bluetooth, 1024 channels & 3 year warranty. (S/N: C5361705 - C5361710)	2,168.00	13,008.00
6	VIK 832VP8000-...	832VP8000-7800 VP8000 700/800 MHz frequency band option	572.00	3,432.00
6	VIK 8322000002	VIK 8322000002 License key for P25 conventional for VP-6000/7000/8000 series. Kit price given field price \$480.	332.00	1,992.00
6	VIK 8322000005	VIK 8322000005 License key for P25 Phase 1 trunking for VP-6000/7000/8000 series EFJ 8322000005 Kit or Field price	116.00	696.00
6	KRA-32K	KRA-32K 700 800 MHz antenna	34.00	204.00

Quote by Deb Bey at Digicom Global Inc 586-899-4241
675 East Big Beaver Rd. Suite 105 Troy, MI 48083

Subtotal

Sales Tax (6.0%)

Total

Payments/Credits

Balance Due

Phone #	Web Site
586-899-4241	digicomglobal911.com

Digicom Global 911 Inc.

Invoice

675 East Big Beaver
Suite 105
Troy, Mi. 48083

Date	Invoice #
7/1/2025	9230

Bill To
City of Portland Ambulance Department 773 E Grand River Portland, MI 48875

Ship To
City of Portland Ambulance Department 773 E Grand River Portland, MI 48875

P.O. Number	Terms	Rep
	Net 30	DEB

Quantity	Item Code	Description	Price Each	Amount
12	KNB-L3M	KNB-L3M Li-ion 3400 mAh (High Capacity) battery. Smart Battery	174.96	2,099.52
6	KMC-70GR	KMC-70GR Mil Spec IP67 (Immersion) Intrinsically safe, high visibility green speaker mic with active noise reduction and 3 programmable buttons and 3.5 mm audio jack	134.80	808.80
6	Service-Radio Pro...	Radio Programming Fee - Portables, Base, Dash, Single head Remote, Dual Head remote, ECT	25.00	150.00
6	MPSCS	MPSCS \$250.00 one time programming fee good for the life of the radio	250.00	1,500.00
		VP8000 Green Portable Radio SUBTOTAL:		23,890.32
1	[KSC-526K GRP ... KSC-526K	KSC-526K Rapid rate 6-unit charger. VP Series radios Note: Requires insertion of 6 charger pockets of styles KSC-52PAK, KSC-52PBK or KSC-52CK	622.24	622.24
6	KSC-52PBW	KSC-52PBW Charger Pocket B for KSC-52 single bay /KSC-526K 6 bay, KNB-L2/L3/LS7, VP-T.	8.64	51.84
		KSC-526K GROUP SUBTOTAL KSC-526K with 6 KSC-52PBW charger pockets		674.08

Quote by Deb Bey at Digicom Global Inc 586-899-4241 675 East Big Beaver Rd. Suite 105 Troy, MI 48083	Subtotal
	Sales Tax (6.0%)
	Total
	Payments/Credits
	Balance Due

Phone #	Web Site
586-899-4241	digicomglobal911.com

Digicom Global 911 Inc.

Invoice

675 East Big Beaver
Suite 105
Troy, Mi. 48083

Date	Invoice #
7/1/2025	9230

Bill To
City of Portland Ambulance Department 773 E Grand River Portland, MI 48875

Ship To
City of Portland Ambulance Department 773 E Grand River Portland, MI 48875

P.O. Number	Terms	Rep
	Net 30	DEB

Quantity	Item Code	Description	Price Each	Amount
1	Vik Voice Ann 1st...	Vik Voice Ann 1st Pass: Annunciation Initial Custom Program design for all talk groups, zones and channels. Required before Work order submission.	350.00	350.00
1	Shipping	Shipping	75.00	75.00
	MiDeal	MiDeal Pricing per EFJ / Kenwood Michigan State Contract # 210000000896 or (21*896). This State Contract Number must be listed somewhere on the PO.	0.00	0.00

Quote by Deb Bey at Digicom Global Inc 586-899-4241 675 East Big Beaver Rd. Suite 105 Troy, MI 48083	Subtotal	\$24,989.40
	Sales Tax (6.0%)	\$0.00
	Total	\$24,989.40
	Payments/Credits	-\$218.66
	Balance Due	\$24,770.74

Phone #	Web Site
586-899-4241	digicomglobal911.com

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 25-50

**A RESOLUTION APPROVING THE PURCHASE OF KERITE
UNDERGROUND CONDUCTOR CABLE FROM RESCO FOR THE
GRANT STREET SUBSTATION PROJECT**

WHEREAS, with the installation of the new Grant Street Substation, it is necessary to construct distribution infrastructure connecting the substation to the Electric Department's main distribution vault; and

WHEREAS, the Electric Superintendent recommends purchasing Kerite conductor cable from Resco due to its proven performance, product longevity, and system reliability; and

WHEREAS, the Board of Light and Power reviewed the proposed purchase and approved a recommendation that the City Council approve this Kerite conductor cable for the estimated cost of \$137,760.00 from Resco, Inc. as outlined in the memo and quote attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Board of Light and Power's recommendation to approve the purchase of Kerite conductor cable for the estimated cost of \$137,760.00 from Resco, Inc. as outlined in the memo and quote 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: August 4, 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: 7-18-2025

Re: **BLP 25-7B** – Approval of RESCO Proposal for 500 MCM Copper Kerite Conductor.

In parallel with the installation of the new Grant Street Substation, it is necessary to construct distribution infrastructure connecting the substation to the Board of Light and Power’s main distribution vault located at 723 East Grand River. This interconnection will be completed in two phases: the first in the current fiscal year and the second in 2027.

The engineering firm GRP/Verdantas (GRP) has completed conductor sizing design and product recommendations, which have been reviewed and confirmed by Theka Engineering. GRP recommends the use of 500 MCM copper cable, which represents a conservative design approach. This specification provides flexibility for future maintenance, ensures system robustness, and allows for the eventual build-out of increased electrical load within the City of Portland.

Except for the small amount of power generated at the city dam, all electrical power used in Portland will pass through the new substation and the associated distribution infrastructure. Given the critical nature of this connection, the design must prioritize reliability with proven, high-quality materials and straightforward construction methods.

GRP has recommended two qualified conductor manufacturers: Kerite and Okonite. Competitive bids were solicited for both products, with the following results:

Product	Vendor	Footage	Unit Price	Total Price	Lead Time
Kerite 500 MCM Cu URD MV Cable 15 kV	RESCO	4,200 ft	\$32.80/ft	\$137,760	10 weeks
Okonite 500 MCM Cu URD MV Cable 15 kV	Power Line	4,200 ft	\$24.85/ft	\$104,370	8-10 weeks

While the Okonite product presents a lower upfront cost, I recommend proceeding with the Kerite conductor for the following reasons:

- **Proven Performance:** For the past 25 years, the City of Portland has exclusively used Kerite conductors for underground primary applications. During this time, there have been no product-related failures.
- **Product Longevity:** Okonite literature cites a 40-year design life. In contrast, Kerite is regarded as having the longest life expectancy in the industry. The manufacturer asserts that “the cable will last as long in normal operation as the circuit needs to operate”—a claim unmatched by any other vendor and backed by Kerite’s warranty and field history.
- **System Reliability:** Given the conservative design philosophy required for this project and the essential nature of the infrastructure, it is prudent to continue with a product that has demonstrated consistent reliability and durability in the City’s operations.

Kerite typically requires a minimum purchase of 10,000 feet for 500 MCM cable. Through coordination with RESCO, we have successfully negotiated a reduced minimum of 7,500 feet. Additionally, RESCO has agreed to hold the inventory on our behalf—at no additional cost—until it is needed in 2027.

As part of this arrangement, RESCO has requested a commitment for a future purchase in 2027 to cover the remaining balance of the total required material. The interconnection between the substation and the distribution system will require a total of 8,250 feet of 500 MCM, 15kV, copper, medium-voltage underground conductor.

Recommendation: Recommend that the City Council approve the purchase of 4200 feet of 15KV, copper, medium voltage, Kerite, underground conductor from RESCO at a unit cost of \$32.80 per foot. and commit to purchasing an additional 4,050 in 2027

Fiscal Impact: The total cost for the proposed expenditure is \$137,760.

SALES REPRESENTATIVE Elus, 513-489-7633	CUSTOMER REQUEST NO. City of Portland	REQUEST DATE 07/16/2025	EXPIRATION DATE 08/15/2025
PRICE TERMS Escalation/De-Escalation	F.O.B. FOB Factory	FREIGHT PAYMENT Prepaid & Allowed	PAYMENT TERMS Net 30 Days
CUSTOMER (000057-001) RESCO 1640 Gover Parkway Mount Pleasant, MI 48858		SHIP TO (000057-001) RESCO 1640 Gover Parkway Mount Pleasant, MI 48858	

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
001	2,750 Ft Pricing is based on metals listed below and subject to change at time of shipment. Pricing is not firm. Pricing is also subject to any increased in compounds.	<p>NEW PART</p> <p>500.0 KCMIL 37X FS Cu 15kV 0.220 DR-E PR Free 17 #10BC 1/3N LLDPE 1C CTO ICEA S-94-649</p> <p>Kerite URD MV Cable - Single Conductor 500.0 KCMIL 37X SD Filled Compressed Round Cu Conductor 15kV SPS 133% .016 Permashield Conductor Shield. 0.220 DR - EPR Insulation 0.040 Free Stripping Thermoplastic Insulation Shield. 1/3 Neutral - 17 Wire 10 AWG BC .080 Linear Low Density Polyethylene Jacket with 3 Red Stripes. ICEA S-94-649. CTO</p> <p>-Lead time: 12 weeks ARO, subject to reconfirmation at time of order entry</p> <p>- If awarded the PO would be for 3 separate parts (X,Y,Z)</p> <p>-Marked "X"</p> <p>-MOQ 8,50 FT</p> <p>-Lead time: 10 weeks ARO, subject to reconfirmation at time of order entry</p> <p>-Note that our standard product offering is the unique Kerite Discharge Resistant design which may not conform entirely with your specification.</p> <p>-Written confirmation from the customer in the form of a signed cut sheet is required that the cable construction quoted is acceptable.</p> <p>-Manufactured and tested in accordance with ICEA S-94-649</p> <p>-In addition to metals, the quoted price is subject to future compound increases received prior to shipment</p> <p>-The reel tolerance specified (-0/+10%) is also the order shipping tolerance. Footage in excess of the purchase order quantity but within the reel and order tolerances will be invoiced and is payable.</p>	\$ 32.80/FT	

SALES REPRESENTATIVE Elus, 513-489-7633	CUSTOMER REQUEST NO. City of Portland	REQUEST DATE 07/16/2025	EXPIRATION DATE 08/15/2025
PRICE TERMS Escalation/De-Escalation	F.O.B. FOB Factory	FREIGHT PAYMENT Prepaid & Allowed	PAYMENT TERMS Net 30 Days

CUSTOMER (000057-001) RESCO 1640 Gover Parkway Mount Pleasant, MI 48858	SHIP TO (000057-001) RESCO 1640 Gover Parkway Mount Pleasant, MI 48858
---	--

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
002	2,750 Ft	-Reel size: 60.0 X 36.0 X 24.0 X 42.5" (Overall)		
		COMMODITY PRICE Copper 4.8778 / Lbs		
		REQUESTED DELIVERIES		
		DELIVER BY NOT BEFORE QUANTITY 10/10/2025 2,750		
		REEL		
		DELIVER BY #CTNS QUANTITY UM DESCRIPTION		
		Will Advise 1 1400 Ft REEL WD 60.0 X 36.0 X 24.0 X 42.5 Wide Modified		
		-0% to +10%		
		Will Advise 1 1350 Ft REEL WD 60.0 X 36.0 X 24.0 X 42.5 Wide Modified		
		-0% to +10%		
		NEW PART \$ 32.80/FT		
		500.0 KCMIL 37X FS Cu 15kV 0.220 DR-E PR Free 17 #10BC 1/3N LLDPE 1C CTO ICEA S-94-649		
		Kerite URD MV Cable - Single Conductor 500.0 KCMIL 37X SD Filled Compressed Round Cu Conductor 15kV SPS 133% .016 Permashield Conductor Shield. 0.220 DR - EPR Insulation 0.040 Free Stripping Thermoplastic Insulation Shield. 1/3 Neutral - 17 Wire 10 AWG BC .080 Linear Low Density Polyethylene Jacket with 3 Red Stripes. ICEA S-94-649. CTO		
		-Lead time: 12 weeks ARO, subject to reconfirmation at time of order entry		
		- If awarded the PO would be for 3 separate parts (X,Y,Z)		
		-Marked "Y"		
		-MOQ 8,50 FT		
		-Lead time: 10 weeks ARO, subject to reconfirmation at time of order		

Pricing is based on metals listed below and subject to change at time of shipment. Pricing is not firm. Pricing is also subject to any increased in compounds.

SALES REPRESENTATIVE Elus, 513-489-7633	CUSTOMER REQUEST NO. City of Portland	REQUEST DATE 07/16/2025	EXPIRATION DATE 08/15/2025
PRICE TERMS Escalation/De-Escalation	F.O.B. FOB Factory	FREIGHT PAYMENT Prepaid & Allowed	PAYMENT TERMS Net 30 Days

CUSTOMER (000057-001) RESCO 1640 Gover Parkway Mount Pleasant, MI 48858	SHIP TO (000057-001) RESCO 1640 Gover Parkway Mount Pleasant, MI 48858
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ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)								
		entry										
		-Note that our standard product offering is the unique Kerite Discharge Resistant design which may not conform entirely with your specification.										
		-Written confirmation from the customer in the form of a signed cut sheet is required that the cable construction quoted is acceptable.										
		-Manufactured and tested in accordance with ICEA S-94-649										
		-In addition to metals, the quoted price is subject to future compound increases received prior to shipment										
		-The reel tolerance specified (-0/+10%) is also the order shipping tolerance. Footage in excess of the purchase order quantity but within the reel and order tolerances will be invoiced and is payable.										
		-Reel size: 60.0 X 36.0 X 24.0 X 42.5" (Overall)										
		<table border="0"> <tr> <td><u>COMMODITY</u></td> <td><u>PRICE</u></td> </tr> <tr> <td>Copper</td> <td>4.8778 / Lbs</td> </tr> </table>	<u>COMMODITY</u>	<u>PRICE</u>	Copper	4.8778 / Lbs						
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		<table border="0"> <tr> <td><u>REEL</u></td> <td></td> </tr> <tr> <td><u>DELIVER BY</u></td> <td><u>#CTNS</u></td> </tr> <tr> <td><u>QUANTITY</u></td> <td><u>UM</u></td> </tr> <tr> <td><u>DESCRIPTION</u></td> <td></td> </tr> </table>	<u>REEL</u>		<u>DELIVER BY</u>	<u>#CTNS</u>	<u>QUANTITY</u>	<u>UM</u>	<u>DESCRIPTION</u>			
<u>REEL</u>												
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<u>QUANTITY</u>	<u>UM</u>											
<u>DESCRIPTION</u>												
		Will Advise 1 1400 Ft REEL WD 60.0 X 36.0 X 24.0 X 42.5 Wide Modified										
		-0% to +10%										
		Will Advise 1 1350 Ft REEL WD 60.0 X 36.0 X 24.0 X 42.5 Wide Modified										
		-0% to +10%										
003	2,750 Ft	NEW PART 500.0 KCMIL 37X FS Cu 15kV 0.220 DR-E PR Free 17 #10BC 1/3N LLDPE 1C CTO ICEA S-94-649	\$ 32.80/FT									

SALES REPRESENTATIVE Elus, 513-489-7633	CUSTOMER REQUEST NO. City of Portland	REQUEST DATE 07/16/2025	EXPIRATION DATE 08/15/2025
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CUSTOMER (000057-001) RESCO 1640 Gover Parkway Mount Pleasant, MI 48858	SHIP TO (000057-001) RESCO 1640 Gover Parkway Mount Pleasant, MI 48858
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		<p>Pricing is based on metals listed below and subject to change at time of shipment. Pricing is not firm. Pricing is also subject to any increased in compounds.</p> <p>Kerite URD MV Cable - Single Conductor Compressed Round Cu Conductor 15kV SPS Shield. 0.220 DR - EPR Insulation 0.040 Insulation Shield. 1/3 Neutral - 17 Wire Density Polyethylene Jacket with 3 Red Stripes. ICEA S-94-649. CTO</p> <p>-Lead time: 12 weeks ARO, subject to reconfirmation at time of order entry</p> <p>- If awarded the PO would be for 3 separate parts (X,Y,Z)</p> <p>-Marked "Z"</p> <p>-MOQ 8,50 FT</p> <p>-Lead time: 10 weeks ARO, subject to reconfirmation at time of order entry</p> <p>-Note that our standard product offering is the unique Kerite Discharge Resistant design which may not conform entirely with your specification.</p> <p>-Written confirmation from the customer in the form of a signed cut sheet is required that the cable construction quoted is acceptable.</p> <p>-Manufactured and tested in accordance with ICEA S-94-649</p> <p>-In addition to metals, the quoted price is subject to future compound increases received prior to shipment</p> <p>-The reel tolerance specified (-0/+10%) is also the order shipping tolerance. Footage in excess of the purchase order quantity but within the reel and order tolerances will be invoiced and is payable.</p> <p>-Reel size: 60.0 X 36.0 X 24.0 X 42.5" (Overall)</p> <p>COMMODITY PRICE Copper 4.8778 / Lbs</p>	500.0 KCMIL 37X SD	Filled 133% .016 Permashield Conductor Free Stripping Thermoplastic Linear Low

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<u>REQUESTED DELIVERIES</u> DELIVER BY <u>NOT BEFORE</u> QUANTITY 10/10/2025 2,750				
<u>REEL</u> DELIVER BY #CTNS QUANTITY UM DESCRIPTION				
	1	1400 Ft REEL WD 60.0 X 36.0 X 24.0 X 42.5 Wide Modified -0% to +10%		
	1	1350 Ft REEL WD 60.0 X 36.0 X 24.0 X 42.5 Wide Modified -0% to +10%		
<p>* If successful, any resulting purchase order is subject to metals adjustment and any compound increases received after the purchase order date. Metals will be adjusted at time of shipment based on the previous month's averages published in Platt's Metals Week. The metals adjustment will be shown as a separate line item at time of invoice. Compound adjustments will be made to the base price and reflected on the invoice. *</p>				
<p>GENERAL ORDER COMMENTS:</p> <p>IMPORTANT- PLEASE NOTE THIS QUOTE/ORDER IS SUBJECT TO THE FOLLOWING ADDITIONAL TERMS & CONDITIONS:</p> <p>The reel tolerance specified is also the order shipping tolerance. Footage in excess of the purchase order quantity but within the reel and order tolerances will be invoiced and is payable.</p> <p>Kerite product will be manufactured with a thermoplastic insulation shield</p> <p>Cable will be manufactured and tested in accordance with ANSI/ICEA S-94-649 latest revision.</p> <p>Prices are based on the preceding month's average published price for MW US Transaction</p>				



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PRICE TERMS Escalation/De-Escalation	F.O.B. FOB Factory	FREIGHT PAYMENT Prepaid & Allowed	PAYMENT TERMS Net 30 Days
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ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
<p>aluminum ingot per pound and Comex HG 1st Pos copper per pound as published each month in the McGraw Hill publication "Metals Week". In the event of changes in the base metal prices, all quoted prices and unshipped order balances will be adjusted at the time of shipment, based on the preceding month's average price, to reflect a change in the price of the finished product.</p> <p>*****</p> <p>* Thank you for your order! Please let me know how I may be of additional service to you. * Katy Archambault - Account Manager karchambault@marmonutility.com TEL (603) 249-1380 FAX (603) 249-1367 * Quoted By: Katy Archambault (karchambault@marmonutility.com) TEL (603) 249-1380 FAX (603) 249-1367 * TERMS & CONDITIONS OF SALE</p> <p>1. ENTIRETY. These Terms and Conditions of Sale and all documents referenced herein (collectively, the "Terms") are the only terms and conditions which govern the sale of goods ("Goods") and/or services ("Services" and together with Goods, the "Deliverables") by Marmon Utility LLC ("Seller") to the buyer ("Buyer") and supersede all other terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. These Terms represent the final and complete understanding of the parties and may be amended or cancelled only by mutual written agreement. Acceptance is expressly limited to these Terms. Any proposal for additional or different terms or any attempt by Buyer to vary these Terms is hereby deemed material and is objected to and rejected. No terms of any document or form submitted by Buyer shall be effective to alter or add to these Terms. The earlier of Seller's commencement of performance or Buyer's receipt of any of the Deliverables shall constitute acceptance of these Terms.</p> <p>2. PRICES. Prices quoted, including delivery terms, are in U.S. Dollars and based on the price at the time of quotation and are subject to change without notice. Clerical errors are subject to correction without liability. The minimum invoice charge (Invoice MOQ) is \$500 except for Hendrix Aerial Cable Systems, which has an Invoice MOQ of \$1,000.</p> <p>3. TAXES. Prices do not include any sales, use, excise, privilege, ad valorem, or other taxes, duties, tariffs or assessments now or hereafter imposed or levied ("Taxes") by or under the authority of any foreign, federal, state, provincial, or local law, rule, or regulation (collectively, "Law") concerning the Deliverables or the manufacture or sale thereof. If Seller pays any such Taxes, Buyer shall, upon demand, immediately reimburse Seller for such amounts.</p> <p>4. TERMS OF PAYMENT. All payments are due within 30 days from date of invoice. Orders are subject to acceptance in writing by Seller. All payments shall be made without abatement, deduction, discount or setoff. Late payments are subject to a service charge of the lesser of 1.5% per month or the highest rate permitted under applicable Law. Buyer shall be liable for all costs and expenses related to collection of past due amounts, including, without limitation, attorneys' fees and costs. As</p>				

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<p>collateral security for the payment of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all right, title and interest of Buyer in the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds). This security interest constitutes a purchase money security interest in Seller's judgment, and upon demand, Buyer shall pay all costs and expenses with respect to the administration and enforcement of the foregoing security interest. If, in Seller's judgment, the financial condition of Buyer does not justify continuance on the terms of payment above, Seller may require full or partial payment in advance or otherwise adjust the terms including ceasing to supply Buyer.</p>																
<p>5. DELIVERY. Delivery shall be made FOB shipping point at Seller's facility and title and risk of loss passes to Buyer at such time. Delivery/performance dates are estimates only. Seller shall not be liable for any claim, loss, expense, or damage of any kind whatsoever for delays, or loss or damage in transit or Claims for loss or damage shall be made solely against the carrier. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order. Shipments invoiced in at or below the minimum quantity (Shipping MOQ) are sold FOB shipping point, freight prepaid and allowed, where within the continental United States. Shipments less than the Shipping MOQ are sold FOB shipping point, with shipping and handling charges added to the invoice. Shipping MOQs are below.</p> <table border="1"> <tr> <td>Product Lines</td> <td>Shipping MOQ</td> </tr> <tr> <td>Hendrix Aerial Cable Products</td> <td>\$1,000</td> </tr> <tr> <td>Hendrix Molded Products</td> <td>\$4,000</td> </tr> <tr> <td>Hendrix Aerial Cable</td> <td>3,000 feet</td> </tr> <tr> <td>High Voltage Kerite Power Cable</td> <td>3,000 feet</td> </tr> <tr> <td>Medium Voltage Kerite & Hendrix Power Cable</td> <td>5,000 feet</td> </tr> </table>					Product Lines	Shipping MOQ	Hendrix Aerial Cable Products	\$1,000	Hendrix Molded Products	\$4,000	Hendrix Aerial Cable	3,000 feet	High Voltage Kerite Power Cable	3,000 feet	Medium Voltage Kerite & Hendrix Power Cable	5,000 feet
Product Lines	Shipping MOQ															
Hendrix Aerial Cable Products	\$1,000															
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High Voltage Kerite Power Cable	3,000 feet															
Medium Voltage Kerite & Hendrix Power Cable	5,000 feet															
<p>6. INSPECTION. Buyer shall inspect the Goods upon receipt and Services upon performance, and Buyer shall immediately notify Seller in writing of any claims that the Deliverables are different than identified in Buyer's purchase order whereupon Seller shall determine the remedy pursuant to Section 12. Failure to give such written notice upon receipt will constitute irrevocable acceptance by Buyer of all Deliverables.</p>																
<p>7. CHANGES OR CANCELLATION. Changes in specifications or designs to any Deliverables, changes in delivery or performance schedules or reschedules or cancellations of orders are not permitted unless Seller has accepted same in writing, has determined the additional charge to be made, if any, and the same has been paid by the Buyer. Once ordered, deliverables that are made to order, discontinued or custom products ("Special Order Goods") may not be cancelled by Buyer. Seller reserves the right to cancel any purchase orders or releases thereunder, or terminate any agreement relating to purchase of Seller's Deliverables, upon 10 days' notice to Buyer. A minimum charge of 20% of the sales price will be paid by Buyer for cancellations of goods scheduled for fabrication 90 days or more subsequent to the date Seller receives notice of cancellation. A minimum charge of 50% of the sales price will be paid by Buyer for cancellation of goods scheduled for fabrication 90 days subsequent to the date Seller receives notice of cancellation.</p>																
<p>8. RETURNS. Goods may not be returned without prior written authorization of Seller and compliance with Seller's return policies and procedures then in effect.</p>																
<p>9. STORAGE. In the absence of agreed shipping dates, Seller may invoice Buyer and ship the Deliverables once they are ready for shipment. If, because of Buyer's inability to take delivery on a mutually agreed delivery date, the Deliverables are not shipped, stopped in transit or returned, Seller may store them for Buyer at Buyer's expense and title and risk of loss shall pass to Buyer when the Deliverables are placed in storage and such date shall constitute the date of shipment for purposes of beginning the warranty and payment periods.</p>																
<p>10. SERVICE TERMS. (a) Services will be provided at Seller's then current service rates; (b) If the site is not prepared for the Services upon Seller's arrival, Seller may charge a service fee and for any delay and/or travel time; (c) Buyer shall provide Seller with advance notice of any rules, requirements and Laws; (d) Seller may refuse, without any liability, to provide Services and to allow Seller service personnel to suspend Services or vacate any site where, in Seller's opinion, provision of Services would pose a risk to the safety of any person. In such event, Buyer is responsible for payment of any delay and/or travel time at Seller's regular service rates; (e) Buyer is solely liable for all damages or injuries caused or contributed to by Buyer that may occur; and (f) Buyer must provide at least 72 hours' notice of cancellation of any Service order. If Buyer cancels with less than 72 hours' notice, Buyer is responsible for any costs incurred by Seller caused by such cancellation.</p>																
<p>11. INSURANCE. Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$2 million per occurrence, \$2 million products-completed operations aggregate and \$2 million general aggregate with insurance carriers having an AM Best rating of "A- VIII" or better. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with 30 days' advance written notice in the event of a cancellation or material reduction of coverage in Buyer's insurance policy. Except where prohibited by law, Buyer shall waive, and shall require its insurer to waive, all rights of subrogation against Seller's insurers and Seller.</p>																

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ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
<p>12. LIMITED WARRANTIES. Unless otherwise provided by Seller in its written warranty or in the table below, Seller warrants that (i) Goods designed and manufactured by Seller will be free from defects in material and workmanship for a period of twelve (12) months after shipment; and (ii) Services will be performed in a timely and competent manner in accordance with industry standards. THESE ARE SELLER'S ONLY WARRANTIES. SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. If during the warranty period, Buyer notifies Seller in writing that the Deliverables are not in conformity with the warranty and Seller agrees, after Seller's inspection (at its option), then: (a) for Goods, Seller will repair, replace or refund the total amount received by Seller therefor, at its sole option, provided Buyer returns such Goods to Seller's plant for inspection; and (b) for Services, Buyer's sole remedy is for Seller, at its sole option, to re-perform the Services or credit Buyer's account therefor. These shall be Buyer's exclusive remedies for Seller's liability. Any claims not made during the warranty period are deemed waived. Seller's warranty does not attach to Deliverables or parts not manufactured by Seller. Any contract created between Seller and Buyer is subject to the specific conditions that (a) Seller is not obligated to provide insurance or indemnify Buyer, and (b) there are no flow-downs from any person or entity including the federal government that become part of the contract. Upon the occurrence of any event described in Section 14(e)(i)-(vi) without the prior written consent of Seller, this warranty shall be void. If Goods fail electrically while in service, Buyer shall notify Seller with (5) days of the discovery of such failure, and shall permit a representative of the Seller a reasonable opportunity to inspect the Goods. If it is mutually determined by Seller and Buyer that the failure is the result of defective material or workmanship, Seller's sole responsibility under this Warranty shall be, at Seller's sole discretion, to either repair or replace the defective Goods. If Seller chooses to replace the defective Goods, the new Goods will be delivered free of charge to the delivery point listed in the original purchase order.</p> <p>PRODUCT LINE / Warranty</p> <p>HENDRIX AERIAL COMPLETE SYSTEMS: Warranted to be free from defects in material and workmanship for a period of five (5) years after shipment, provided that: i. All system components are Hendrix-provided materials; ii. Seller provided a design or Seller approved a design provided by Buyer or third party; and iii. Seller has field inspected the installed system design and has confirmed that it meets Seller's standards.</p> <p>HENDRIX MOLDED PRODUCTS: Warranted for the life of the installation.</p> <p>KERITE POWER CABLE (MEDIUM AND HIGH VOLTAGE): Warranted for the life of the installation.</p> <p>13. LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER LOSSES, DAMAGES OR EXPENSES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PRICE RECEIVED BY SELLER FOR THE DELIVERABLES WITH RESPECT TO WHICH SUCH LIABILITY IS CLAIMED</p> <p>14. INDEMNIFICATION. Buyer shall defend, indemnify and hold Seller, its affiliates and their respective officers, directors, members, managers, representatives, agents and employees harmless from and against all claims, suits, demands, losses, liabilities, damages (including injury and death) and expenses (including reasonable attorneys' fees) (collectively, "Losses"), arising out of or relating to: (a) Buyer's or its agents provided specifications, design, structure, operation, material or method of making Deliverables ("Buyer's Specifications"), including without limitation, any resulting violation of intellectual property or proprietary rights; (b) Buyer's use, misuse or disposal of Deliverables or materials; (c) Buyer's non-compliance with any Law; (d) breach of these Terms by Buyer; and (e) Deliverables subjected to: (i) improper installation or storage; (ii) accident, damage, abuse or misuse; (iii) abnormal operating conditions or applications; (iv) operating conditions or applications above the rated capacity of the Deliverables; (v) repairs or modifications made to all or part of the Deliverables without the prior written consent of Seller; or (vi) a use or application other than or varying in any degree from the specifications and Seller's instructions.</p> <p>15. PATENTS. Provided Buyer has made all payments due Seller, Seller shall defend any suit brought against Buyer based upon a claim that the Deliverables infringe any United States patent issued as of the date of Seller's quotation and shall pay any damages and costs finally awarded therein against Buyer, provided that Seller is notified promptly in writing of such suit and is given full authority, information and assistance by Buyer to defend or settle the suit. Notwithstanding anything to the contrary, Seller will have no liability to the extent that the suit is based upon: (i) modifications to any item made by or on behalf of the Buyer in a manner that causes the infringement; (ii) use of any item in combination with the Deliverables that causes the infringement; (iii) the failure of the Buyer to use corrections or enhancements to the Deliverables that are made available by Seller; (iv) Buyer's Specifications; (v) Buyer's distribution, marketing or use for the benefit of third parties of the Deliverables; or (vi) use not authorized under these Terms. If the Deliverables or any part thereof are deemed to infringe any such patent, Seller shall, at its expense and sole option either: (a) procure for Buyer the right to continue using said Deliverables or part; (b) replace them with non-infringing Deliverables or parts; (c) modify them so they become non-infringing; or (d) remove them and refund the purchase price for them depreciated over no more than 3 years.</p> <p>16. TOOLING. In no event shall Buyer have any interest in any tools, jigs, dies, patterns, etc. (collectively, "Tooling") which is made or obtained for the production of the Deliverables. Such Tooling shall remain the property of Seller.</p>				

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ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
17. CONFIDENTIALITY. All non-public or proprietary information of Seller, including all IP, quotations and pricing information, is confidential, solely for the use in performing hereunder and may not be disclosed, used or copied unless authorized by Seller in writing.				
18. INTELLECTUAL PROPERTY. All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights, trademarks, patents and applications therefor, and other information or intellectual property disclosed or otherwise provided to Buyer by Seller and all rights therein (collectively, "IP") are and will remain the property of Seller. Buyer shall have no claim to, nor ownership interest in, any IP and such information, in whatever form and any copies thereof, shall be promptly returned to Seller upon written request from Seller. Buyer acknowledges that no license or rights of any sort are granted to Buyer hereunder in respect of any IP, other than the limited right to use the Deliverables purchased from Seller.				
19. EXPORT COMPLIANCE. Any items provided by Seller are controlled by the United States Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the United States Government or as otherwise authorized by U.S. Law and regulation.				
20. TARIFFS. The stated price is inclusive of any tariffs, duties, taxes, and fees imposed on imported merchandise that are or were in effect as of the date that the quote was issued. Seller may, in its sole discretion, increase the price to Buyer of the Goods by the amount of any increase in the tariffs, duties, taxes, or fees increased on the Goods. Seller shall endeavor to provide Buyer with 30 days' advanced written notice prior to implementing any tariff-related price increase, to the degree that there is at least 30 days between the implementation of the increase in tariffs, duties, taxes, or fees and the assessment of such increased tariffs, duties, taxes, or fees.				
21. DEFORMULATION. Buyer agrees that it shall not engage in or be a party to, or assist other persons in any form of de formulation, reverse engineering or component breakdown for the purpose of determining or evaluating confidential information.				
22. FORCE MAJEURE. Seller shall not be liable for any delay in or failure to perform due to any event or contingency beyond its reasonable control (an event of "Force Majeure"), including acts of God, epidemics, pandemics, governmental orders or work stoppages, acts of war whether declared or undeclared, blockades, labor disputes (whether of Seller's employees or the employees of others), raw material shortages and material increases in costs of raw materials, including those material increases in costs resulting from the imposition of tariffs. In the event of Force Majeure, the time for performance will extend for such time as reasonably necessary to enable Seller to perform. Seller may, during any period of shortage due to any of the above circumstances, allocate its available supply of Deliverables among itself and its purchasers in such manner as Seller, in its sole judgement, deems fair and equitable. Furthermore, to the extent that any Force Majeure event is then existing at the time the purchase order is accepted, including, without limitation, COVID-19, port congestion, and/or supply-chain disruption, such acceptance of a purchase order shall not constitute a waiver of Seller's right to assert such Force Majeure event as grounds to trigger this provision.				
23. TERMINATION. Seller shall have the right to cease work or terminate these Terms or any purchase order, in whole or in part, at any time, without liability, if: (i) Buyer breaches or defaults under these Terms or any other agreement it has with Seller; (ii) a petition under any applicable law relating to bankruptcy, insolvency, or reorganization is filed by or against Buyer; (iii) Buyer executes an assignment for benefit or creditors; (iv) a receiver is appointed for Buyer or any substantial part of its assets; or (v) Seller shall have any reasonable ground for insecurity with respect to Buyer's ability to perform and Buyer is unable to provide Seller with adequate assurance within 10 days after written request therefor by Seller. In all cases, Seller's rights are cumulative, are not exclusive and in addition to all other rights and remedies it may have at law or in equity. No termination shall affect any accrued rights or obligations of either party as of the effective date of such termination.				
24. WAIVER. All waivers by Seller shall be in writing. Failure of Seller at any time to require Buyer's performance of any obligation hereunder shall not affect Seller's right to require performance of that obligation. No delay or omission in the exercise of any right, power, or remedy hereunder shall impair such right, power, or remedy or be considered to be a waiver of any default or acquiescence therein.				
25. GOVERNING LAW. Any dispute arising out of or related to these Terms will be governed by and construed in accordance with the laws of the State of Illinois without regard to any rules on conflicts of laws and exclusively litigated in either (i) a state or federal court located in Cook County, Illinois, or (ii) a state or federal court located in the state of Seller's principal place of business, at Seller's sole discretion.				
26. SEVERABILITY. The unenforceability or invalidity of any clause in these Terms shall not have an impact on the enforceability or validity of any other clause in these Terms. Any unenforceable or invalid clause shall be regarded as removed from these Terms to the extent of its unenforceability and invalidity.				
27. MISCELLANEOUS. Buyer shall not assign any of its rights or obligations under these Terms or any purchase order without Seller's prior written consent. Buyer shall comply with all applicable laws. There are no third-party beneficiaries. Provisions which by their nature should survive will remain in force after any termination or expiration of any sale of Deliverables. The section headings are included solely for the convenience of the parties.				

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 25-51

**A RESOLUTION APPROVING HYDROCORP'S PROPOSAL TO
PROVIDE A CROSS-CONNECTION CONTROL PROGRAM
FOR THE CITY OF PORTLAND**

WHEREAS, HydroCorp, was retained by the City to implement a municipal cross connection control program; and

WHEREAS, HydroCorp, has administered the City's cross connection control program for several years; and

WHEREAS, HydroCorp has submitted a new two-year proposal, a copy of which is attached as Exhibit A, to continue to provide a cross-connection control program for the City of Portland at a two-year cost of \$14,366.50 with a one-year renewal option; and

WHEREAS, the City Manager has reviewed the proposed work plan and budget and recommends that the City Council approve the HydroCorp's proposal to continue to provide a cross-connection control program for the City.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves HydroCorp's proposal, a copy of which is attached as Exhibit A, to provide cross connection control program services for the City of Portland for two years at a cost of \$14,366.50 with a one-year renewal option.
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: August 4, 2025

Monique I. Miller, City Clerk

Renewal Service Agreement

DEVELOPED FOR
Rod Smith
Portland, City of

259 KENT ST
Portland, MI, 48875

7/16/2025

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

HYDRCORP™

THE SAFE WATER AUTHORITY™

CROSS-CONNECTION CONTROL / BACKFLOW PREVENTION

WATER SYSTEM SURVEYS / AUDITS

PIPE SYSTEM MAPPING AND LABELING

WATER SAMPLING AND ANALYSIS / RISK ASSESSMENTS

PROGRAM AND PROJECT MANAGEMENT

COMPLIANCE ASSISTANCE / DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
248.250.5000 PHONE
248.786.1788 FAX GENERAL
info@hydrocorpinc.com EMAIL

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APPENDIX - QUALIFICATIONS 10

Statement of Work

HydroCorp™ will provide the following services to the Portland, City of. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Portland, City of with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations. Once this project has been approved and accepted by the Portland, City of and HydroCorp, you may expect completion of the following elements within an 24 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

1.2. Inspections. Company will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company's Software Data Management Program. Program Data shall remain property of Client; however, Company's Software Data Management program shall remain the property of Company and can be purchased for an additional fee. Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections, backflow device installation and testing requirements, if applicable
- (c) Monitor inspection compliance using Company's online software management program
- (d) Maintain the program to comply with all Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division regulations

1.5. Management Reports. Company will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to Client.

1.6. Review of Cross-Connection Control Ordinance. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy

of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format)

1.8. **Support.** Company will provide ongoing support via phone, fax, text, website, or email for the Term.

1.9. **Facility Types.** The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner’s expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. **Inspection Terms.** Company will perform a maximum of 100.00 inspections over the Renewal Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$143.67. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. **Compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division .** Company will assist in compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. **Policy Manual.** Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client.

1.13. **Inventory.** Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.14. **Data Management.** Company shall provide data management and program notices for all inspection services throughout the Term.

1.15. **Annual Year-End Review.** Company will conduct an on-site annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.16. **Vacuum Breakers.** HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
1	\$586.88	\$7,042.50
2	\$610.33	\$7,324.00
Contract Total		\$14,366.50

Contract Amount is based upon a 24 Months and shall renew in 12-month increments after unless written cancellation by either party received at least 60 days prior to next renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 10/1/2025.

Portland, City of

HydroCorp



By:
Title:

By: Paul M. Patterson
Its: Senior Vice President

**HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

1. Applicability. These terms and conditions (these “**Terms**”) are the only terms which govern the provision of the professional services (“**Services**”) by HydroCorp, LLC, a Michigan limited liability company (“**Company**”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“**Client**”, and together with Company the “**Parties**” and each individually a “**Party**”). The attached statement of work, order form, proposal, or purchase order (the “**Proposal**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. Performance of Services; Company Obligations. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. Client Obligations. Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the

Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous

sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the "Company Representatives") to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Client. To the extent that any of the Deliverables do not constitute a "work made for hire", Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables. As used herein: (a) "Deliverables" mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) "Intellectual Property Rights" means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client's reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, "Pre-Existing Materials" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by

Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, "Client Materials" means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "Software") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities

inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. **Confidentiality.** From time to time during the Term, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "Representatives" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. **Indemnification.** Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "Losses" mean all losses, damages,

liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. **Representations and Warranties.** Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10. **Limited Warranty.**

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. **Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY

AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the Effective Date and shall continue thereafter until terminated by either Party as set forth herein (the "Term"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not terminate any outstanding Proposal, and the applicable Proposal shall continue in full force and effect until completion.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars

(\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its

own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION

ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections *annually*.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 25-52

A RESOLUTION APPOINTING AN OFFICER DELEGATE TO REPRESENT THE CITY AT THE 2025 MERS CONFERENCE

WHEREAS, each participating municipality may send an employee delegate and officer delegate to the annual Municipal Employee Retirement System (MERS) conference; and

WHEREAS, the employee delegate is selected by ballots cast by employees and the officer delegate is appointed by the governing body; and

WHEREAS, the City Manager recommends that the Council appoint the Deputy Clerk, Tammy Meyers as the City's Officer Delegate for the MERS conference, October 16-17, 2025, at the Grand Traverse Resort.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the City Manager's recommendation and appoints the Deputy Clerk, Tammy Meyers as the City's officer delegate for the 2025 Municipal Employee Retirement System (MERS) conference.
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: August 4, 2025

Monique I. Miller, City Clerk



City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, July 21, 2025

In the City Council Chambers at City Hall

259 Kent St., Portland, MI 48875

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

Guests: Dawson McCallum, Cooper Gehrcke, Morgan Rose, Ryan Simon, Jessica Roll, and Bryan Gehrcke of Boy Scout Troop 129; Roy and Cena Schneider; Larry Tygesen; Kathy Burns; Kathy Parsons

The meeting was called to order at 7:00 P.M. by Mayor Barnes with the Pledge of Allegiance led by Dawson McCallum, Cooper Gehrcke, Morgan Rose, Ryan Simon of Boy Scout Troop 129.

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

Yeas: Fitzsimmons, Sheehan, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

There was no Public Comment

Under City Manager Report, City Manager Dymczyk reported on recent and upcoming activities. The tie ins of the new wastewater infrastructure at the manhole located at Kent St. and Grand River Ave as part of the wastewater portion of the Looking Glass Plaza Project have been completed. The road should be opened sometime this week. Work on the plaza should be completed by the end of August.

The City received funds through the Wellhead Protection Grant to evaluate potential sites for a new well. A meeting was held to discuss.

In 2018, the portion of the Grand River between the Charlotte Hwy. Bridge and Thompson Field was named one of the top three water trails in the state in the Grand River Water Trail System. A draft plan for the entire Water Trail system is being reviewed. Wayfinding signs, information about the City of Portland, and resources for emergency services will be included in the plan.

Meetings with the new City safety vender, Alpha Omega, have begun.

Under Presentations, Mayor Barnes presented a proclamation to Boy Scout Troop 129 recognizing being named Troop of the Year by the Chief Okemos District of Scouting America.

Under New Business, the Council considered Resolution 25-46 to approve a proposal from Buist, in the amount of \$54,146.00, to upgrade the aged audio video equipment at City Hall.

City of Portland
City Council Minutes – July 21, 2025

Motion by Sheehan, supported by Johnston, to approve Resolution 25-46 approving the proposal from Buist to upgrade the audio video equipment at City Hall.

Yeas: Sheehan, Johnston, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 25-47 to approve payment to F&V Construction, in the amount of \$208,179.00, for work performed in relation to the River Crossing as part of the Wastewater Treatment Plant Project.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 25-47 approving payment to F&V Construction for work performed in relation to the River Crossing as part of the Wastewater Treatment Plant Project.

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Sheehan, Barnes

Nays: None

Adopted

Motion by Fitzsimmons, supported by Johnston, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on July 7, 2025, payment of invoices in the amount of \$320,899.66 and payroll in the amount of \$161,632.56 for a total of \$482,532.22. A purchase order to the Portland Area Fire Authority in the amount of \$36,998.06 for 1st Quarter Fire Services was also included.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

Under City Manager Comments, City Manager Dymczyk noted his appreciation for the Council's support in replacing the aged audio video equipment.

Under Council Member Comments, Council Member Sheehan asked for more information on the Grand River Water Trail System.

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

Yeas: Johnston, Fitzsimmons, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

Meeting adjourned at 7:18 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the July 21, 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 Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Johnston and Sheehan; City Manager Dymczyk; City Clerk Miller; Police Chief Thomas; Police Officer McCrory

Presentation - Mayor Barnes presented a proclamation to Boy Scout Troop 129 recognizing being named Troop of the Year by the Chief Okemos District of Scouting America.

Resolution 25-46 approving the proposal from Buist to upgrade the audio video equipment at City Hall.

All in favor. Approved.

Resolution 25-47 approving payment to F&V Construction for work performed in relation to the River Crossing as part of the Wastewater Treatment Plant Project.

All in favor. Approved.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 7:18 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

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
VC3 INC.	02745	2 YEAR SONIC WAY FIREWALL SERVICE - GEN	950.00
QUALITY CAR & TRUCK REPAIR	02839	M&R UNIT 45 - AMB	2,835.92
INDEPENDENT BANK	00197	BOND PAYMENT - ELECTRIC	8,485.00
JOHN DEERE FINANCIAL	01818	VAR PURCHASES - VAR DEPTS	1,226.19
JOHN DEERE FINANCIAL	01818	VAR PURCHASES - VAR DEPTS	299.99
KARA DOUGHERTY	02767	ASSESSING SERVICES 2ND HALF OF JULY 2025 - ASSE	1,679.75
ANDREW DYM CZYK	02902	PHONE BILL REIM - CITY MANAGER	40.00
DAN SOWLES	02724	CELL PHONE REIMB - AMB	40.00
STAR THOMAS	01654	PHONE BILL REIM - POLICE	40.00
MI MUNICIPAL LIAB & PROP POOL	00288	RENEWAL PREMIUM - VAR DEPTS	151,316.00
DOUG LOGEL SR.	02451	JULY BOR - ASSESSOR	45.00
MIKE JUDD	02450	JULY BOR - ASSESSOR	45.00
RACHELLE BREEDEN	02927	BOR - ASSESSOR	45.00
CINTAS	02901	RESTOCK MEDICINE CABINET -CITY HALL	67.97
LINDA VANDERSTOW	MISC	ENERGY OPTZ REFUND PROGRAM - ELECTRIC	150.00
APPLIED INNOVATION	02493	PRINTER INVOICE - VARIOUS DEPTS	431.44
DORNBOS SIGN, INC.	00067	BARRICADE KITS - MAJ, LOC STS	668.30
OLSON & HOWARD, PC	02951	LEGAS SVCS - ELECTRIC	300.00
FLEIS & VANDENBRINK	00153	NEW WELL SITE EVALUATION - ENG SVC APPR RES 24-	2,500.00
APWA MEMBERSHIP	02701	MEMBERSHIP FEES - MTR POOL	459.00
CAPITAL ASPHALT LLC	02578	ASPHALT - MAJ, LOC STS	409.37
REED & HOPPES, INC.	00390	TOWING - MTR POOL	375.00
CHROUCH COMMUNICATION, INC.	00082	BATTERY FOR PAGER WARNING SIRENS - COM DEV	32.50
CINTAS	02901	RESTOCK MEDICINE CABINET - MTR POOL	38.92
SOUND OFF SIGNAL	02556	2 BEACONS - MTR POOL	249.22
FAMILY FARM & HOME	01972	GLOVES, CLEANER - PARKS, CEM	9.98
MENARDS	00260	CEMENT CEM FOUNDATIONS - CEM	210.64
USA BLUEBOOK	01850	SUPPLIES - WW	317.78
USA BLUEBOOK	01850	SUPPLIES - WW	110.20
BRINK WOOD PRODUCTS	02787	PLAYGROUND MULCH - PARKS	1,712.10
POWER LINE SUPPLY COMPANY	00389	TOOLS - ELECTRIC	503.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CORRIGAN OIL CO, NO. 11	02693	DIESEL - ELECTRIC	2,912.56
IONIA SENTINEL-STANDARD	02959	SUBSCRIPTION JULY 2024-JULY 2026 - GEN	75.54
JOHN KENNY JR	MISC	INS REFUND - AMB	78.27
BS&A SOFTWARE	00029	ANNUAL SOFTWARE SVCS/SUPPORT - GEN	6,225.00
RYAN HONSOWITZ	00191	CLOTHING ALLOW - CEM, MTR POOL	124.99
CINTAS	02901	RESTOCK MEDICINE CABINET - WW	64.14
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - CITY HALL	463.50
CINTAS	02901	RESTOCK MEDICINE CABINET - CEM, PARKS	73.06
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	499.28
O'LEARY PAINT CO	02729	WHITE TRAFFIC PAINT - MAJ, LOC STS	452.85
PLB PLANNING GROUP LLC	02504	CONSULTATION - CODE	80.00
VC3 INC.	02745	MICROSOFT MONTHLY AGREEMENT - GEN	1,879.50
CULLIGAN	02130	WATER X4 - POLICE	23.00
STAR THOMAS	01654	AMAZON, UPS, REIM - POLICE	19.81
ANNIE PLINE	MISC	SEWING UNIFORM PATCHES - POLICE	80.00
B&W AUTO SUPPLY, INC.	00030	VAR PURCHASES - VAR DEPTS	675.98
GRAINGER, INC.	00172	VEHICLE INSPECTION FORMS - ELECTRIC	35.30
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	14.97
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES -	200.00
SOUND OFF SIGNAL	02556	VEHICLE LIGHTS - ELECTRIC	483.60
VC3 INC.	02745	REPLACEMENT BATTERY - ELECTRIC	154.99
CINTAS	02901	RESTOCK MEDICINE CABINET - ELECTRIC	47.00
CINTAS	02901	RESTOCK MEDICINE CABINET - ELECTRIC	85.41
CINTAS	02901	RESTOCK MEDICINE CABINET - ELECTRIC	14.84
KENNEDY INDUSTRIES, INC.	02548	FILTER MAT, FILTER FLEECE - WW	1,021.65
USA BLUEBOOK	01850	COREPRO 15 SAMPLER 3 SECTIONS - WW	450.07
CULLIGAN	02130	WATER X3 CITY HALL - GEN	23.00
DAN SOWLES	02724	SUPPLIES REIMB - AMB	315.64
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	496.95
CORRIGAN OIL CO, NO. 11	02693	DIESEL - ELECTRIC	2,332.35
POWER LINE SUPPLY COMPANY	00389	150KVA 3P TRANSFORMER - ELECTRIC APP CONS AGENI	14,839.00

Date: 07/30/25

CITY OF PORTLAND INVOICE REGISTER

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VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
RESCO	00392	TRANSFORMER -ELECTRIC APP CONS AGENDA 5-5-25	19,500.00
Total:			\$229,335.52

**BI-WEEKLY
WAGE REPORT
August 4, 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.	12,239.46	36,461.57	4,341.65	11,136.48	16,581.11	47,598.05
ASSESSOR	-	-	-	-		
CEMETERY	6,611.98	18,102.55	2,957.50	6,564.05	9,569.48	24,666.60
POLICE	17,191.65	51,411.09	5,622.21	16,593.63	22,813.86	68,004.72
CODE ENFORCEMENT	26.18	67.70	2.00	5.20	28.18	72.90
PARKS	5,757.66	16,823.76	1,092.64	2,687.73	6,850.30	19,511.49
INCOME TAX	2,348.03	7,226.37	1,050.35	2,982.90	3,398.38	10,209.27
MAJOR STREETS	4,256.96	12,675.96	1,445.14	3,754.32	5,702.10	16,430.28
LOCAL STREETS	8,971.07	20,259.72	3,530.29	8,874.91	12,501.36	29,134.63
RECREATION	2,376.83	6,013.48	505.11	1,198.44	2,881.94	7,211.92
AMBULANCE	29,904.96	88,877.66	6,239.70	18,196.53	36,144.66	107,074.19
DDA	2,896.63	8,776.04	592.26	1,678.09	3,488.89	10,454.13
ELECTRIC	26,900.50	82,693.42	12,822.91	30,689.43	39,723.41	113,382.85
WASTEWATER	10,490.05	31,827.55	3,326.43	8,500.70	13,816.48	40,328.25
WATER	6,573.20	21,581.92	3,471.91	9,196.64	10,045.11	30,778.56
MOTOR POOL	820.90	2,084.09	303.80	665.28	1,124.70	2,749.37
TOTALS:	137,366.06	404,882.88	47,303.90	122,724.33	184,669.96	527,607.21

BI-WEEKLY CASH BALANCE ANALYSIS
AS OF 07/30/2025
MEETING DATE 08/04/2025

Fund	Description	Beginning Balance 7/16/2025	Total Cash in	Total Cash out	Cash Balance 7/30/2025	Time Certificates	Ending Balance 7/30/2025
101	GENERAL FUND	2,076,111.27	165,201.77	(306,488.12)	1,934,824.92	243,580.00	2,178,404.92
105	INCOME TAX FUND	369,628.77	73,672.14	(77,719.91)	365,581.00	10,461.00	376,042.00
150	CEMETERY PERPETUAL CARE FUND	73,215.40	50.00	-	73,265.40		73,265.40
202	MAJOR STREETS FUND	367,249.70	21,020.49	(34,150.82)	354,119.37		354,119.37
203	LOCAL STREETS FUND	109,848.72	16,511.99	(21,566.52)	104,794.19		104,794.19
208	RECREATION FUND	26,134.39	4,049.53	(5,523.12)	24,660.80		24,660.80
210	AMBULANCE FUND	32,289.66	101,120.62	(75,805.11)	57,605.17		57,605.17
245	MSHDA LOFT FUND	-	-	-	-		-
248	DDA FUND	594,543.09	4,965.87	(17,576.29)	581,932.67		581,932.67
404	CAPITAL IMPROVEMENT-RED MILL PAVILION	3,362.25	-	-	3,362.25		3,362.25
405	WELLHEAD IMPROVEMENT FUND	2,500.00	-	(4,520.95)	(2,020.95)		(2,020.95)
406	CAPITAL IMPROVEMENT FUND-STREET PROJECT	-	-	-	-		-
520	REFUSE SERVICE FUND	23,135.79	11,792.01	(18,227.34)	16,700.46		16,700.46
582	ELECTRIC FUND	4,041,410.40	391,669.72	(365,053.26)	4,068,026.86	524,578.00	4,592,604.86
590	WASTEWATER FUND	505,109.52	112,721.55	(39,492.83)	578,338.24		578,338.24
591	WATER FUND	718,776.55	79,160.75	(55,599.42)	742,337.88	431,914.00	1,082,187.31
661	MOTOR POOL FUND	293,452.98	27,506.25	(17,348.56)	303,610.67		303,610.67
703	CURRENT TAX FUND	25,575.46	208,497.68	(1,381.68)	232,691.46		232,691.46
	TOTAL - ALL FUNDS	<u>9,262,343.95</u>	<u>1,217,940.37</u>	<u>(1,040,453.93)</u>	<u>9,439,830.39</u>	<u>1,210,533.00</u>	<u>10,558,298.82</u>
						ELECTRIC-RESTRICTED CASH	453,086.00
						ELECTRIC - MPPA MUNICIPAL TRUST	170,376.44
						CUSTOMER DEPOSIT CD	170,000.00
						PERPETUAL CARE CD	130,000.00
						INCOME TAX SAVINGS	2,393,812.33
						ELECTRIC-PRIN & INT ESCROW	44,080.65
						ELECTRIC- GOLT BOND RESERVE 23	110,367.73
						WASTEWATER DEBT ESCROW	322,933.77
						WASTEWATER REPAIR ESCROW	442,071.31
						WASTEWATER 2022 BOND RESERVE	292,339.85
						DDA-PRIN & INT ESCROW	501.78
						WATER BOND ESCROW	92,064.57
							<u>15,179,933.25</u>
	*Customer Deposit Breakdown						
	Electric	128,000.00					
	Wastewater	21,000.00					
	Water	<u>21,000.00</u>					
		<u>170,000.00</u>					

User: NBROWN

DB: Portland

PERIOD ENDING 06/30/2025

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2025	MONTH 06/30/2025	INCREASE (DECREASE)	BALANCE	
			NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND							
Revenues							
101-000-402.000	REAL PROPERTY TAXES	1,293,100.00	1,330,842.71		0.00	(37,742.71)	102.92
101-000-432.000	PILOT-GOLDEN BRIDGE MANOR	1,900.00	1,975.54	1,975.54		(75.54)	103.98
101-000-432.001	PILOT- WODA (OLD SCHOOL MANOR)	3,400.00	3,356.01		0.00	43.99	98.71
101-000-445.000	PENALTY & INTEREST	5,800.00	5,664.41		0.00	135.59	97.66
101-000-447.000	TAX COLLECTION FEES	53,500.00	53,570.75		0.00	(70.75)	100.13
101-000-451.000	SPECIAL ASSESSMENT FEES	0.00	4.86		0.00	(4.86)	100.00
101-000-476.000	BUSINESS PERMITS	0.00	1,652.00	962.00		(1,652.00)	100.00
101-000-477.000	CABLE TV FEES	9,000.00	8,419.01		0.00	580.99	93.54
101-000-490.000	NON-BUSINESS PERMITS	85,000.00	26,374.00	1,224.00		58,626.00	31.03
101-000-543.000	ACT 302 POLICE TRAINING GRANT	2,200.00	2,240.52		0.00	(40.52)	101.84
101-000-543.001	MCOLES CE	6,000.00	6,000.00		0.00	0.00	100.00
101-000-568.000	CONTRIBUTION FROM STATE -GRANT	112,500.00	112,500.00		0.00	0.00	100.00
101-000-570.000	LIQUOR FEES	3,000.00	3,421.55		0.00	(421.55)	114.05
101-000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	5,000.00	1,689.55		0.00	3,310.45	33.79
101-000-574.000	REVENUE SHARING-CONST SALES	417,839.00	409,146.00	64,722.00		8,693.00	97.92
101-000-574.001	REVENUE SHARING-STAT SALES	135,927.00	135,212.00	25,189.00		715.00	99.47
101-000-574.002	REVENUE SHARING -PUBLIC SAFETY	2,517.00	606.00		0.00	1,911.00	24.08
101-000-609.000	SEX OFFENDER REGISTRATION FEES	100.00	0.00		0.00	100.00	0.00
101-000-620.000	PBT TESTING FEES	0.00	9.00		0.00	(9.00)	100.00
101-000-623.000	TRANSCRIPT FEES	700.00	682.49	80.00		17.51	97.50
101-000-624.000	MISCELLANEOUS FEES	800.00	864.60		0.00	(64.60)	108.08
101-000-628.000	ADMINISTRATIVE CHARGES	480,352.00	480,351.96	40,029.33		0.04	100.00
101-000-630.000	CEMETERY LOT SALES	37,000.00	47,600.00	4,750.00		(10,600.00)	128.65
101-000-633.000	CEMETERY CARE FEES	19,000.00	23,725.60	960.00		(4,725.60)	124.87
101-000-634.000	GRAVE OPENING FEES	13,000.00	31,700.00	3,800.00		(18,700.00)	243.85
101-000-656.000	DISTRICT COURT FINES	9,500.00	6,533.16	616.44		2,966.84	68.77
101-000-661.000	PARKING FINES	1,500.00	2,020.00	90.00		(520.00)	134.67
101-000-663.000	MISCELLANEOUS FINES	1,300.00	1,550.00	30.00		(250.00)	119.23
101-000-665.000	INTEREST INCOME	6,000.00	8,247.32	489.90		(2,247.32)	137.46
101-000-665.002	INTEREST INCOME-PERPETUAL CARE	1,000.00	1,479.16	6.33		(479.16)	147.92
101-000-667.000	RENTAL INCOME	12,500.00	13,430.00	4,610.00		(930.00)	107.44
101-000-676.001	DONATIONS-MISCELLANEOUS	0.00	125.00		0.00	(125.00)	100.00
101-000-676.006	DONATION - PARKS	0.00	100.00		0.00	(100.00)	100.00
101-000-678.000	MERS FOREITURE REVENUES	2,500.00	2,473.38		0.00	26.62	98.94
101-000-678.005	REIMBURSEMENTS-INSURANCE AND WC	6,000.00	5,730.03		0.00	269.97	95.50
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	43,000.00	58,285.32	11,495.28		(15,285.32)	135.55
101-000-678.007	REIMBURSEMENTS-PAMA	2,900.00	2,903.40		0.00	(3.40)	100.12
101-000-678.016	REIMBURSEMENTS - ELECTIONS	5,500.00	5,593.55		0.00	(93.55)	101.70
101-000-693.000	SALE OF EQUIPMENT	7,000.00	7,208.99		0.00	(208.99)	102.99
101-000-699.150	TRANSFER FROM PERP CARE	400.00	379.08	33.49		20.92	94.77
101-000-699.582	TRANSFER FROM ELECTRIC (IN LIEU	133,391.00	133,391.00		0.00	0.00	100.00
101-000-699.590	TRANS FROM WASTEWATER (IN LIEU O	67,670.00	67,670.00		0.00	0.00	100.00
101-000-699.591	TRANSFER FROM WATER (IN LIEU OF	39,256.00	39,256.00		0.00	0.00	100.00
TOTAL REVENUES		3,027,052.00	3,043,983.95	161,063.31		(16,931.95)	100.56
Expenditures							
100	COUNCIL	34,860.00	34,150.52	8,226.67		709.48	97.96
172	CITY MANAGER	242,006.00	220,895.53	15,748.93		21,110.47	91.28
201	GENERAL ADMINISTRATION	597,907.00	485,558.86	36,362.86		112,348.14	81.21
257	ASSESSING	67,120.00	66,189.32	5,909.63		930.68	98.61
262	ELECTIONS	15,280.00	9,979.04	65.34		5,300.96	65.31
265	CITY HALL	104,435.00	93,184.07	11,314.05		11,250.93	89.23
301	POLICE	1,009,276.00	852,101.03	87,708.31		157,174.97	84.43
371	CODE ENFORCEMENT	30,875.00	20,663.45	1,476.01		10,211.55	66.93

User: NBROWN

DB: Portland

PERIOD ENDING 06/30/2025

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDT USED
		AMENDED BUDGET	06/30/2025 NORMAL (ABNORMAL)	MONTH 06/30/2025 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
567	CEMETERY	210,377.00	182,448.42	23,907.85	27,928.58	86.72
707	COMMUNITY PROMOTIONS	455,890.00	444,560.95	11,554.17	11,329.05	97.51
728	ECONOMIC DEVELOPMENT	39,750.00	34,697.04	2,102.62	5,052.96	87.29
751	PARKS	438,752.00	385,312.33	22,718.27	53,439.67	87.82
TOTAL EXPENDITURES		<u>3,246,528.00</u>	<u>2,829,740.56</u>	<u>227,094.71</u>	<u>416,787.44</u>	<u>87.16</u>
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		3,027,052.00	3,043,983.95	161,063.31	(16,931.95)	100.56
TOTAL EXPENDITURES		<u>3,246,528.00</u>	<u>2,829,740.56</u>	<u>227,094.71</u>	<u>416,787.44</u>	<u>87.16</u>
NET OF REVENUES & EXPENDITURES		(219,476.00)	214,243.39	(66,031.40)	(433,719.39)	97.62

PERIOD ENDING 06/30/2025

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2025 NORMAL (ABNORMAL)	MONTH 06/30/2025 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 105 - INCOME TAX FUND						
Fund 105 - INCOME TAX FUND:						
	TOTAL REVENUES	1,061,100.00	1,127,299.22	66,967.71	(66,199.22)	106.24
	TOTAL EXPENDITURES	2,331,201.00	867,096.21	26,125.41	1,464,104.79	37.20
	NET OF REVENUES & EXPENDITURES	(1,270,101.00)	260,203.01	40,842.30	(1,530,304.01)	20.49
Fund 202 - MAJOR STREETS FUND						
Fund 202 - MAJOR STREETS FUND:						
	TOTAL REVENUES	2,189,094.00	1,031,832.68	96,819.56	1,157,261.32	47.14
	TOTAL EXPENDITURES	2,342,114.00	977,798.58	63,341.92	1,364,315.42	41.75
	NET OF REVENUES & EXPENDITURES	(153,020.00)	54,034.10	33,477.64	(207,054.10)	35.31
Fund 203 - LOCAL STREETS FUND						
Fund 203 - LOCAL STREETS FUND:						
	TOTAL REVENUES	399,913.00	430,978.68	36,664.09	(31,065.68)	107.77
	TOTAL EXPENDITURES	419,633.00	304,917.44	26,618.03	114,715.56	72.66
	NET OF REVENUES & EXPENDITURES	(19,720.00)	126,061.24	10,046.06	(145,781.24)	639.26
Fund 208 - RECREATION FUND						
Fund 208 - RECREATION FUND:						
	TOTAL REVENUES	145,800.00	133,583.66	18,618.12	12,216.34	91.62
	TOTAL EXPENDITURES	144,915.00	139,244.44	11,590.65	5,670.56	96.09
	NET OF REVENUES & EXPENDITURES	885.00	(5,660.78)	7,027.47	6,545.78	639.64
Fund 210 - AMBULANCE FUND						
Fund 210 - AMBULANCE FUND:						
	TOTAL REVENUES	1,525,420.00	1,299,611.71	11,035.15	225,808.29	85.20
	TOTAL EXPENDITURES	1,617,285.00	1,554,579.39	104,528.90	62,705.61	96.12
	NET OF REVENUES & EXPENDITURES	(91,865.00)	(254,967.68)	(93,493.75)	163,102.68	277.55
Fund 248 - DDA FUND						
Fund 248 - DDA FUND:						
	TOTAL REVENUES	565,800.00	379,635.77	10,903.37	186,164.23	67.10
	TOTAL EXPENDITURES	917,227.00	395,388.19	12,647.65	521,838.81	43.11
	NET OF REVENUES & EXPENDITURES	(351,427.00)	(15,752.42)	(1,744.28)	(335,674.58)	4.48
Fund 405 - WELLHEAD IMPROVEMENT FUND						
Fund 405 - WELLHEAD IMPROVEMENT FUND:						
	TOTAL REVENUES	13,000.00	7,500.00	0.00	5,500.00	57.69
	TOTAL EXPENDITURES	13,000.00	7,500.00	0.00	5,500.00	57.69
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	0.00
Fund 520 - REFUSE SERVICE FUND						
Fund 520 - REFUSE SERVICE FUND:						
	TOTAL REVENUES	208,400.00	192,422.09	18,226.58	15,977.91	92.33
	TOTAL EXPENDITURES	214,000.00	212,752.83	18,164.84	1,247.17	99.42
	NET OF REVENUES & EXPENDITURES	(5,600.00)	(20,330.74)	61.74	14,730.74	363.05
Fund 582 - ELECTRIC FUND						
Fund 582 - ELECTRIC FUND:						
	TOTAL REVENUES	5,111,085.00	4,646,269.28	419,636.70	464,815.72	90.91
	TOTAL EXPENDITURES	6,104,386.00	4,977,280.98	430,711.31	1,127,105.02	81.54
	NET OF REVENUES & EXPENDITURES	(993,301.00)	(331,011.70)	(11,074.61)	(662,289.30)	33.32

User: NBROWN

DB: Portland

PERIOD ENDING 06/30/2025

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2025 NORMAL (ABNORMAL)	MONTH 06/30/2025 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 590 - WASTEWATER FUND						
Fund 590 - WASTEWATER FUND:						
	TOTAL REVENUES	3,503,000.00	2,281,573.94	676,552.80	1,221,426.06	65.13
	TOTAL EXPENDITURES	2,255,353.00	1,271,919.91	149,666.14	983,433.09	56.40
	NET OF REVENUES & EXPENDITURES	1,247,647.00	1,009,654.03	526,886.66	237,992.97	80.92
Fund 591 - WATER FUND						
Fund 591 - WATER FUND:						
	TOTAL REVENUES	1,280,300.00	1,130,908.75	75,914.98	149,391.25	88.33
	TOTAL EXPENDITURES	1,496,672.00	912,931.66	71,615.58	583,740.34	61.00
	NET OF REVENUES & EXPENDITURES	(216,372.00)	217,977.09	4,299.40	(434,349.09)	100.74
Fund 661 - MOTOR POOL FUND						
Fund 661 - MOTOR POOL FUND:						
	TOTAL REVENUES	446,196.00	201,763.85	14,260.37	244,432.15	45.22
	TOTAL EXPENDITURES	605,774.00	310,432.83	24,546.00	295,341.17	51.25
	NET OF REVENUES & EXPENDITURES	(159,578.00)	(108,668.98)	(10,285.63)	(50,909.02)	68.10
TOTAL REVENUES - ALL FUNDS						
TOTAL EXPENDITURES - ALL FUNDS						
	NET OF REVENUES & EXPENDITURES	16,449,108.00	12,863,379.63	1,445,599.43	3,585,728.37	78.20
		18,461,560.00	11,931,842.46	939,556.43	6,529,717.54	64.63
	NET OF REVENUES & EXPENDITURES	(2,012,452.00)	931,537.17	506,043.00	(2,943,989.17)	46.29



PURCHASE ORDER

City of Portland

P.O. 16891

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

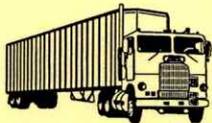
VENDOR MANG TRANSPORT

DATE: 7-29-2025

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
Cherry Hill, Community lake, cutter L/S Brush clearing - Forestry Machine	590-441-804		\$5,000.00
DEPARTMENT HEAD (UP TO \$500) <u>ZMS</u>		TOTAL	\$5,000.00

MT
Treasurer Initials

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



MAAG TRANSPORT, INC.

14317 W. GRAND RIVER
EAGLE, MICHIGAN 48822
TELEPHONE: (517) 627-2706

INVOICE

Nº 10086

~~SOLD TO~~ *Bid*

SHIP TO

City of Portland

Tony
989-640-2687
600 Morris Drive

CUSTOMER'S ORDER	SALESMAN	TERMS	SHIPPED VIA	F.O.B.	DATE
					<i>July 2025</i>
<i>Clear Brush from on top of Sewer Line 12 ft wide in area Tony has shown - Cutler Rd Area also.</i>					
<i>25-hrs Forestry Mulcher With Man</i>				<i>250hr</i>	<i>5000 -</i>
<i>Work to be Done Thanks</i>					
<i>in Aug of 2025</i>					
					<i>5000 -</i>

Please indicate INVOICE NUMBER on payment.

Thank You.



PURCHASE ORDER

City of Portland

P.O. 16532

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

VENDOR Timber Tree Services
7924 Sanfield Hwy
Portland MI 48875

DATE: 7-28-25 # 2415 24/25

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
<u>Tree Removal + Tree Trimming</u>	<u>202-463-804</u>		<u>2,450</u>
	<u>203-463-804</u>		<u>3,150</u>
DEPARTMENT HEAD (UP TO \$500) <u>K. [Signature]</u>		TOTAL	<u>\$ 5,600⁰⁰</u>

[Signature]
Treasurer Initials

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



INVOICE # 2415

Timber Tree Services, LLC

Commercial & Residential

7924 Sunfield Hwy. • Portland, MI 48875

(517) 526-1201

NAME City of Portland DATE 6-9, 10, 11, 25
 ADDRESS Kent St
 CITY Portland STATE MI ZIP CODE 48875

HOME TELEPHONE _____ OFFICE TELEPHONE _____

QTY.	DESCRIPTION	AMOUNT
5.0	429 Kearney	\$ 1750 ⁰⁰
5.0	Remove maple	\$ 1050 ⁰⁰
4.0	CRANE SERVICE	\$ 1400 ⁰⁰
4.0	447 Divine Hwy	\$ 175 ⁰⁰
5	Remove MAPLE	\$ 350 ⁰⁰
1.5	903 JAMES ST	\$ 175 ⁰⁰
1.0	Remove MAPLE	\$ 350 ⁰⁰
1.0	TRIM 2 lights	\$ 525 ⁰⁰
1.5	GRAND RIVER	\$ 175 ⁰⁰
1.5	763 CROSS ST	\$ 175 ⁰⁰
1.5	Remove Dead Maple	\$ 175 ⁰⁰
5	332 Lincoln	\$ 175 ⁰⁰
5	HANGER over sidewalk	\$ 175 ⁰⁰
5	510 Academy	\$ 175 ⁰⁰
5	HANGER over sidewalk	\$ 175 ⁰⁰
		SUBTOTAL
		TOTAL

SUBTOTAL

TOTAL

CASH
 CHECK

Paid Charged

CK # _____

Thank You

SIGNATURE _____

\$ 5,600⁰⁰

BS& A Software

14965 Abbey Lane
Bath, MI 48808

INVOICE

Invoice Number: 162491
Invoice Date: Jul 17, 2025
Page: 1

Phone: 517-641-8900

Bill To:
CITY OF PORTLAND 259 KENT PORTLAND, MI 48875 IONIA

Customer ID	Customer PO	Payment Terms	
PORTLCTYIONI	3		
Sales Rep ID	Shipping Method	Ship Date	Due Date
			8/31/25

Quantity	Description	Unit Price	Amount
1.00	General Ledger/Budgeting System - annual service/support fee per contract for the coverage dates of August 1st, 2025-August 1st, 2026	633.00	633.00
1.00	Accounts Payable System - annual service/support fee per contract for the coverage dates of August 1st, 2025-August 1st, 2026	537.00	537.00
1.00	Cash Receipting System - annual service/support fee per contract for the coverage dates of August 1st, 2025-August 1st, 2026	537.00	537.00
1.00	Payroll System - annual service/support fee per contract for the coverage dates of August 1st, 2025-August 1st, 2026	689.00	689.00
1.00	Miscellaneous Receivables System- annual service/support fee per contract for the coverage dates of August 1st, 2025-August 1st, 2026	537.00	537.00
1.00	Utility Billing System- annual service/support fee per contract for the coverage dates of August 1st, 2025-August 1st, 2026	1,329.00	1,329.00
1.00	Delinquent Personal Property System - annual service/support fee per contract for the coverage dates of August 1st, 2025-August 1st, 2026	315.00	315.00
1.00	Human Resource System - annual service/support fee per contract for the coverage dates of August 1st, 2025-August 1st,	598.00	598.00

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment/Credit Applied	
TOTAL	Continued

Check/Credit Memo No:

BS& A Software14965 Abbey Lane
Bath, MI 48808**INVOICE**Invoice Number: 162491
Invoice Date: Jul 17, 2025
Page: 2

Phone: 517-641-8900

Bill To:
CITY OF PORTLAND 259 KENT PORTLAND, MI 48875 IONIA

Customer ID	Customer PO	Payment Terms	
PORTLCTYIONI	3		
Sales Rep ID	Shipping Method	Ship Date	Due Date
			8/31/25

Quantity	Description	Unit Price	Amount
1.00	2026 Tax System - annual service/support fee per contract for the coverage dates of August 1st, 2025-August 1st, 2026	1,050.00	1,050.00

Subtotal	6,225.00
Sales Tax	
Total Invoice Amount	6,225.00
Payment/Credit Applied	
TOTAL	6,225.00

Check/Credit Memo No:



PURCHASE ORDER

City of Portland

P.O. 16531

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

VENDOR Timber Tree Services LLC
7924 Sunfield Hwy
Portland MI 48875

DATE: 7-26-25 # 2416 24/25

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
<u>Tree Removal + Tree Trimming</u>	<u>203-463-804</u>		<u>2,100</u>
	<u>203-463-804</u>		<u>4,125</u>
DEPARTMENT HEAD (UP TO \$500) <u>K. [Signature]</u>		TOTAL	<u>\$ 6,225⁰⁰</u>

[Signature]
Treasurer Initials

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

Neil Brown

From: George Cassel Jr <GeorgeCJR@apecusa.com>
Sent: Tuesday, April 8, 2025 2:25 PM
To: Neil Brown
Cc: Keith Wilcox
Subject: Quote for Portland Cemetery fencing

Good afternoon Neil

The price to sandblast and Epoxy Powder Primer and topcoat Alaska Black would be in the range of \$13-\$15 per foot as discussed in our meeting on 04/03/2025.

\$13per/ft x 650ft = \$8450.00

\$15per/ft x 650ft = \$9750.00

This pricing doesn't include the sandblasting and powder coating of the cemetery sign.

I have added Keith Wilcox to this email as some fabrication needs may be needed on this after sandblasting.

Any questions or concerns please contact me.

Thanks George Cassel Jr



**WEST MICHIGAN
POWDER COATING**
A DIVISION OF APEC

George Cassel Jr.
Coatings Manager

1201 N. Fourth Ave.
Lake Odessa, MI 48849 USA
georgecjr@apecusa.com

Cell: 517-732-8257
Office: 616-374-1558

FEATURING A 40 FT. OVEN

www.apecusa.com

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Clery Fence Co.

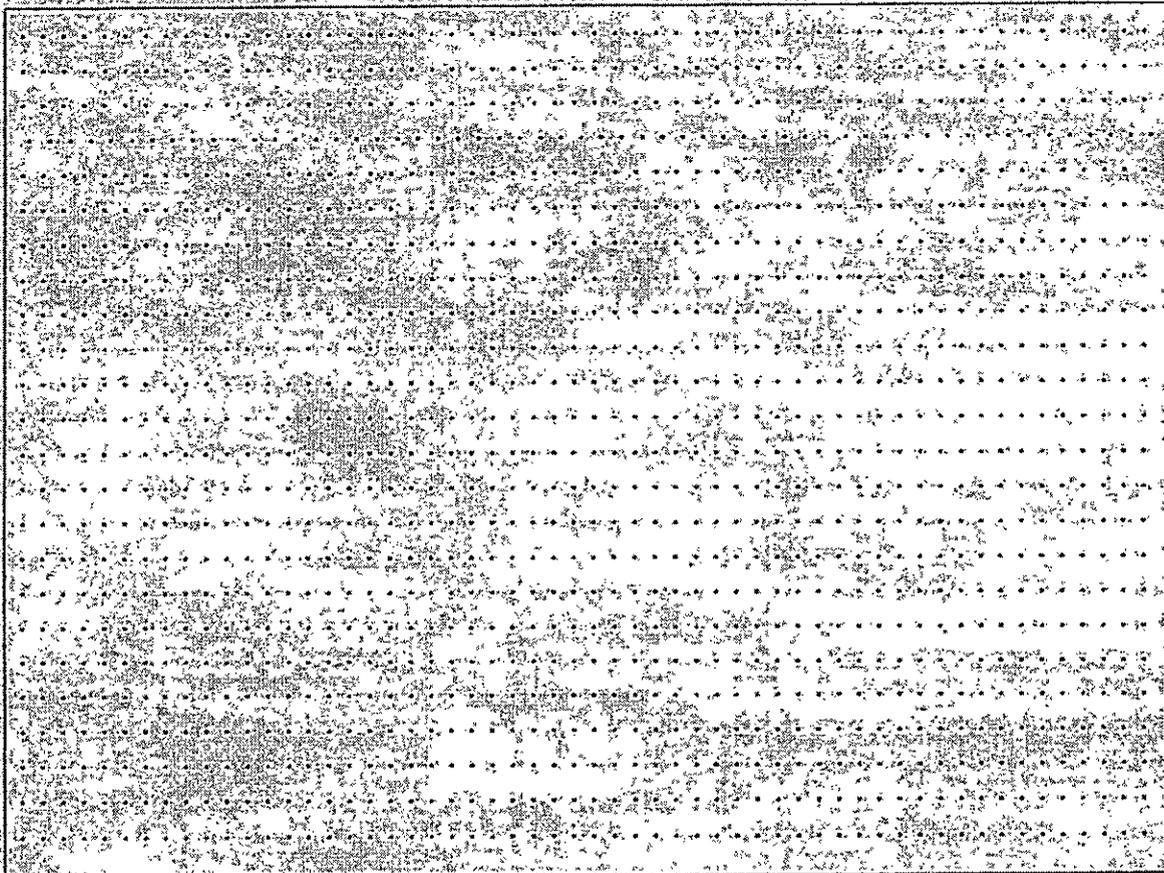
Phone: (517) 623-6910
Fax: (517) 623-6068
Toll Free: 1-800-336-6496

1430 Johnson Street
Dansville, MI 48819
cleryfence1430@gmail.com

Date: 7/29/2025

Customer: Neil Brown @ City of Portland
Address: 449 Pant St, Portland MI
Phone: 517-526-0310
Email: nbrown@portland-mi.org

No of Feet	Height	Description:	
Gauge	Mesh		Furnish and install 1)- 16' high galvanized chain link back stop. 3)- 3" x 20' terminal posts. 6)- 2 1/2" x 20' line posts. 150' of 1 5/8" Rail. 50' of 6' high 6 gauge. 50' of 6' high 9 gauge. Total installed \$6,187.00. Option to replace wire only \$3,478.00.
Color	Terminals		Option to Furnish and install 700' of 6' high galvanized chain link home run and foul line fence. Furnish and install new 12' high back stop. 4)- 3" x 16' terminal posts. 3)- 2 1/2" x 16' line posts.
Line Posts	Top Rail		Total installed \$21,490.00. Option to tear out and haul away existing fence add \$980.00.



* **PRICING IS GOOD FOR 30 DAYS.** The purchaser agrees to secure and pay for any required permits. Property owners are solely responsible for locating, staking, and clearing fence lines. Clery Fence is responsible for calling Miss Dig for our area of installation. Clery Fence Co. has the right to make additional changes if unusual ground conditions hinder the installation. Such conditions may be rock formations, hidden foundations, tree roots, buried cables, or other obstacles. Any changes necessary to satisfactorily complete the installation will be based on the actual labor, equipment, and material cost. The purchaser agrees to pay an additional \$25.00 for each hole hand dug on top of utility lines. The purchaser also agrees that the company will not be held responsible or liable for any damage of any nature to underground obstructions, sprinkler lines, etc. Purchasers need to make plans for excess dirt. Excess dirt and hole clean-up is \$25.00 per hole. There is a 3% surcharge for all credit card payments. ***THERE IS A 20% RESTOCK FEE FOR CANCELED JOBS AFTER DOWNPAYMENT IS MADE AND MATERIALS ARE ORDERED.** Our workers are fully covered and insured. Wood jobs: wood is a natural product, and we cannot warranty warping, twisting, or cracking of cedar or wolmanized lumber.

WE PURPOSE hereby to furnish material and labor-complete in accordance with above specifications, for the sum of dollars (\$

*A service charge of 3% per month will be assessed on balance past due in accordance with the terms of sale.

TERMS OF PAYMENT

Down payment: \$ 1K Balance: \$ 1K Balance due upon completion of fence installation

In case payment is not made as specified in Terms of Payment, the Company reserves the right to repossess all materials used on this job without recourse. In addition if Clery Fence Company needs to take any actions to collect an invoice for services rendered to the client, then the client agrees to pay Clery Fence's actual attorney fees and costs associated with the collection activity. All work to be completed in a quality manner according to standard practices. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Salesperson's Signature: Wyatt R. Edger

NOTE: This proposal may be withdrawn by us if not accepted within 30 days

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date of Acceptance: _____

*Contract is valid only if accepted by Clery Fence Co.

How did you hear about us? Please circle one: TV Yellow Pages Friend Co-worker Other



July 23, 2025

Notice of Proposed By-Law Amendment

Dear Clerk,

Michigan Public Power Agency ("MPPA") is revising its By-Laws. The amendment to the By-Laws requires a two-step approval process. The MPPA Board of Commissioners, in an open meeting held on July 16th, 2025, completed step one by approving the changes to the By-Laws. The second step is an affirmative vote of 2/3rd MPPA's Board of Commissioners at least 30 days after MPPA sends notice of the changes of its By-Laws to the clerk of each of its member municipalities. This notice to your governing body is complying with step two of the approval process. No action is required by your governing body.

The changes represent updates that modernize the By-Laws, add helpful definitions, and provide further alignment with Act 448 and MPPA's Articles of Incorporation. Additional changes pertain to Full and Associate Membership rights, including allowing Associate Members to participate in MPPA Planning, Service, and Administrative Projects, but not Asset Projects.

If you have any questions about the proposed changes to the By-Laws please contact Andrew Boatright, Chairperson of the Board of Commissioners at aboatright@zeelandbpw.com or Patrick Bowland, CEO & General Manager of MPPA at PBowland@mpower.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Boatright", written over a horizontal line.

Andrew Boatright
MPPA Chairperson

A handwritten signature in black ink, appearing to read "Patrick Bowland", written over a horizontal line.

Patrick Bowland
CEO & General Manager

**BY-LAWS
OF
MICHIGAN PUBLIC POWER AGENCY**

Preamble: These By-Laws are adopted pursuant to Section 37 of Act 448 of the Public Acts of Michigan of 1976 (Act 448), as amended, for the regulation of the affairs and conduct of the business of the Michigan Public Power Agency (Agency)

**ARTICLE I
GENERAL PROVISIONS**

Section 1.1. **Agency Name.** The name of the Agency shall be: "Michigan Public Power Agency."

Section 1.2. **Principal Place of Business.** The principal place of business of the Agency is 809 Centennial Way, Lansing, Michigan 48917. The Board of Commissioners may, by resolution, designate a new principal place of business of the Agency provided only that the principal place of business shall be located in Michigan.

Section 1.3. **Purpose.** The purpose of the Agency, as set forth in Act 448 and the Agency's Articles of Incorporation, is to do all acts and things necessary, convenient, or desirable to carry out one or more Projects in furtherance of or otherwise related to its Members' provision of energy, power, and ancillary services.

Section 1.4. **Corporate Seal.** The Agency shall have a corporate seal which shall be circular in form containing the words "Michigan Public Power Agency - Official Seal 1978."

Section 1.5. **Power and Duties.** The Agency shall have the powers and duties enumerated in Act 448 and the Articles of Incorporation.

Section 1.6. **Definitions.** In addition to the other terms defined herein, the following terms, whether in the singular or the in the plural, when used herein and initially capitalized, shall have the meanings specified.

(a) **Administrative Project.** The term "Administrative Project" means any initiative, effort, or function the primary purpose of which, as determined by the Board of Commissioners, is to support the internal governance, management, financing, accounting, legal compliance, staffing, security, informational and technological competence, or organizational development of the Agency.

(b) **Asset Project.** The term "Asset Project" means a Project the primary purpose of which, as determined by the Board of Commissioners, is to acquire, construct, develop, extend, enlarge, enhance, improve, maintain, purchase, own, lease, invest in, or otherwise contract for any equipment, infrastructure, property, facilities, products, or systems (or any legal interest therein) for the generation, storage, distribution, transmission, or transformation of energy or

power or for sale to or use by a Municipal Electric Utility System of one or more Members of the Agency.

(c) Governing Body. The term “Governing Body” has the meaning set forth in Act 448.

(d) Member. The term “Member” means any Municipality that: (i) owns or proposes to own a system or facility for the generation, transmission, or distribution of electric power and energy for public or private use; and (ii) is identified in the Agency’s Articles of Incorporation as either a Full Member or Associate Member. The term “Member” excludes any Municipality which has withdrawn from the Agency pursuant to Article II, Section 2.6 of these By-Laws.

(e) Municipality. The term “Municipality” has the meaning set forth in Act 448 and includes a municipality located in Michigan, another state, or a Canadian province.

(f) Municipal Electric Utility System. The term “Municipal Electric Utility System” has the meaning set forth in Act 448.

(g) Planning Project. The term “Planning Project” means any initiative or effort the primary purpose of which, as determined by the Board of Commissioners, is to study, plan, design, investigate, prepare, program, organize, create, or otherwise arrange for an Asset or Service Project. Participation in a Planning Project neither guarantees nor obligates a Member’s participation in any resulting Project and participants in a Planning Project will have no assurance of receiving a refund of all or part of the Planning Project costs.

(h) Project. The term “Project” has the meaning set forth in Act 448 and includes Administrative Projects, Asset Projects, Planning Projects, Service Projects as those terms are defined herein.

(i) Service Project. The term “Service Project” means a Project the primary purpose of which, as determined by the Board of Commissioners, is for the provision of labor, skill, advice, or other human or artificial intelligence related to any equipment, infrastructure, property, facilities or systems for the generation, storage, distribution, transmission, or transformation of energy or power or for sale to or use by a Municipal Electric Utility System of one or more Members of the Agency.

ARTICLE II **MEMBERSHIP**

Section 2.1. Membership. Any Municipality of this state, municipality or political subdivision of another state, or Canadian province owning or proposing to own a system for the generation, transmission, or distribution of electric power and energy for public or private use is eligible to apply for membership in the Agency.

Section 2.2. Admission Process for New Members. In order for an eligible prospective member to be admitted to the membership of the Agency, all of the following requirements must be met:

(a) The Governing Body of an eligible prospective member must adopt and transmit to the Board of Commissioners a resolution determining that it is in its best interest of the prospective member to join the Agency and authorizing the prospective member to join the Agency as either a Full Member or Associate Member as applicable.

(b) The prospective member must file a membership application with the Board of Commissioners seeking to join the Agency as either a Full Member or Associate Member as applicable.

(c) The prospective member must pay a non-refundable membership fee to the Agency in the amount set forth in the Agency's Articles of Incorporation.

(d) All Commissioners of the Board of Commissioners must unanimously approve, by written resolution, the admission of the prospective member as either a Full Member or Associate Member as applicable.

(e) The Board of Commissioners must conform the Agency's Articles of Incorporation to show the addition of the new Full Member or Associate Member, as applicable, and file an endorsed and certified conformed copy of the Articles of Incorporation with the Secretary of State (Office of Great Seal) and the county clerk of each county in which a Member of the Agency is located.

(f) If the prospective member is a municipal unit or other political subdivision of another state or Canadian province the additional requirements set forth in Section 36a of Act 448 must be satisfied.

Section 2.3. Classes of Membership. The Agency is comprised of two classes of Members: (a) Full Members; and (b) Associate Members. A Full Member is a Member of the Agency identified as a Full Member in Article II, Section 2 of the Agency's Articles of Incorporation. An Associate Member is a Member of the Agency identified as an Associate Member in Article II, Section 2 of the Agency's Articles of Incorporation.

Section 2.4. Rights and Duties of Members.

(a) A Full Member shall have the ability to participate in all Agency Projects subject to approval by the Board of Commissioners pursuant to non-discriminatory and objective requirements set by the Board of Commissioners for such Projects. A Full Member shall be responsible for paying dues and any other charges set by the Board of Commissioners on the same basis and under the same terms as other Full Members. A Full Member shall also be responsible for paying its proportionate share of all costs or charges of a Project in which it participates.

(b) An Associate Member shall have the ability to participate in Planning Projects, Service Projects, and Administrative Projects subject to approval by the Board of Commissioners pursuant to non-discriminatory and objective requirements set by the Board of Commissioners for such Projects. An Associate Member shall not have the ability to participate in an Asset Project. An Associate Member shall be responsible for paying dues and any other charges set by the Board of Commissioners on the same basis and under the same terms as other

Associate Members. An Associate Member shall also be responsible for paying its proportionate share of all costs or charges of a Project in which it participates.

Section 2.5. Transition of Associate to Full Member. An Associate Member may become a Full Member through satisfaction of the procedural requirements set forth in Article II, Section 2.2(a).

Section 2.6. Resignation. A Member may withdraw from the Agency, except that all contractual rights acquired, and obligations incurred while a Member, remain in full force and effect.

ARTICLE III **BOARD OF COMMISSIONERS**

Section 3.1. Board of Commissioners and Alternate Commissioners. The Agency shall be governed by a Board of Commissioners appointed by the respective Governing Bodies of the Full Members of the Agency. The Governing Body of each Full Member shall by resolution appoint one Commissioner. The Governing Body of each Full Member may by resolution appoint an Alternate Commissioner who shall be entitled to vote only in the absence of the Commissioner. If a 2nd Alternate Commissioner is appointed in the resolution of the Governing Body of the Full Member, the resolution shall designate who shall be the 1st Alternate Commissioner and the 2nd Alternate Commissioner. In the event more than one Alternate Commissioner attends a meeting of the Agency, including any of its committees, the Alternate Commissioner with the highest designation shall be recognized and entitled to vote in the absence of the Commissioner.

Section 3.2. Quorum. A majority of the Commissioners shall constitute a quorum for the transaction of business at any meeting of the Board of Commissioners. A vacancy in the Board of Commissioners shall not impair the rights of the Board of Commissioners to exercise all the rights and perform all the duties of the Board of Commissioners. An affirmative vote of the Commissioners representing a majority of the Full Members of the Agency shall be necessary to pass a resolution or take any other official action.

Section 3.3. Compensation. Commissioners shall not receive any compensation from the Agency for the performance of their duties as a Commissioner.

Section 3.4. Adjournment. A majority of Commissioners present may adjourn the annual, adjourned annual, regular, special, or adjourned special meeting of the Board of Commissioners to a time and place specified in the order of adjournment. A quorum shall not be required to adjourn a meeting to a specified date, time, and place.

Section 3.5. Annual Meeting. The annual meeting of the Board of Commissioners shall be held in April of each year at such place and time as designated by the Board of Commissioners. Business to come before the annual meeting shall include the election of officers, consideration of reports, and transaction of such other business as may come before the meeting.

Section 3.6. Regular and Special Meetings. The Board of Commissioners shall

establish the time, date, and place of regular meetings of the Board of Commissioners. Special meetings of the Board of Commissioners may be called by the Chairperson, or any two Commissioners and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the Board of Commissioners shall be held at such time and place as shall be fixed by the Chairperson or the Commissioners calling the meeting.

Section 3.7. Notice of Meeting. Written notice of the schedule, time, and place of regular meetings, or the annual meeting, or of any special meeting, of the Board of Commissioners shall be delivered to each Commissioner by United States mail or electronic mail not less than three nor more than thirty-five days before the date fixed for the first scheduled regular meeting and each annual and special meeting. Notice shall be by or at the direction of the Secretary or upon the Secretary's default by the Chairperson or the Commissioners calling the meeting. If deposited in the United States mail seven days prior to the date of the meeting addressed to the office of the Commissioners at the address as it appears in the records of the Agency, such notice shall be deemed delivered in compliance with this section.

Section 3.8. Waiver of Notice. Whenever any notice is required to be given to any Commissioner, a waiver thereof in writing, signed by such Commissioner whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Commissioner at any meeting of the Board of Commissioners shall constitute a waiver by such Commissioner of notice of such meeting except when such Commissioner attends the meeting for the express purpose of objecting to the transaction of any business because of the claim that the meeting has not been lawfully called or convened.

Section 3.9. Voting. Each Commissioner shall have one vote which shall be cast by the Commissioner or in the absence of the Commissioner by the Alternate Commissioner representing the Full Member.

Section 3.10. Remote Meetings. Unless otherwise restricted by Act 448, the Articles of Incorporation, or these By-Laws, meetings of the Board of Commissioners may be held by means of telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other and be heard. Participation by a Commissioner of a meeting of the Board of Commissioners pursuant to this Section 3.10 shall constitute presence in person at such meeting.

ARTICLE IV **OFFICERS**

Section 4.1. Officers. The officers of the Agency shall be a Chairperson, a Vice-Chairperson, a Secretary, a Treasurer, and, if desired, an Assistant Secretary. The office of Treasurer may be held by the Secretary or Assistant Secretary. The Board of Commissioners may appoint additional officers as it deems necessary. The Chairperson and the Vice-Chairperson of the Agency must be Commissioners. Other officers of the Agency need not be Commissioners.

Section 4.2. Election and Term of Office. The officers of the Agency shall be elected by the Board of Commissioners at the annual meeting. Each officer shall hold office

until resignation, death, or until a successor shall have been duly elected.

Section 4.3. Vacancies. A vacancy in any office may be filled by the Board of Commissioners for the unexpired portion of the term.

Section 4.4. Chairperson. The Chairperson shall be the principal elected officer of the Agency and shall, when present, preside at all meetings of the Board of Commissioners. The Chairperson shall perform all duties incident to the office of Chairperson and other duties as may be prescribed by the Board of Commissioners.

Section 4.5. Vice-Chairperson. In the absence of the Chairperson or in the event of the Chairperson's inability to act, the Vice-Chairperson shall perform the duties of the chairperson. The Vice-Chairperson shall perform other duties as may be assigned by the Chairperson or by the Board of Commissioners.

Section 4.6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Commissioners in books provided for that purpose. The Secretary shall promptly distribute copies of minutes of the meetings of the Board of Commissioners and meetings of all committees to each of the Commissioners. The Secretary shall have charge of all books and records which shall at all reasonable times be open to inspection and examination by the Board of Commissioners or any member municipality of the Agency. The Secretary shall perform all duties incident to the office of Secretary and other duties as may be prescribed by the Board of Commissioners.

Section 4.7. Assistant Secretary. The Assistant Secretary shall perform the duties of the Secretary in the Secretary's absence and shall perform such other duties as may from time to time be assigned by the Secretary or the Board of Commissioners.

Section 4.8. Treasurer. The Treasurer shall have custody of all the funds and securities of the Agency. When necessary or proper, the Treasurer shall endorse on behalf of the Agency for collection, checks, notes, and other obligations and deposit them to the credit of the Agency in a designated bank or depository. The Treasurer shall, with such other officers as may be designated by the Commission, sign all checks, promissory notes, and other obligations of the Agency. The Treasurer shall enter regularly in the financial books of the Agency a full and accurate account of all monies received and paid on account of the Agency and shall at all reasonable times, exhibit the books and accounts to the Board of Commissioners or any Full Member of the Agency. The Treasurer may be bonded for the faithful discharge of the duties of the Treasurer. The bond shall be of such insurance or surety company, form and amount as the Board of Commissioners may require. The Treasurer shall perform all duties incident to the office of Treasurer and other duties as may be prescribed by the Board of Commissioners.

Section 4.9. General Manager. The General Manager shall be the chief executive and operating officer of the Agency. The General Manager shall exercise the management of the properties and business of the Agency and its employees. The General Manager shall direct the enforcement of all policies, resolutions, rules, and regulations adopted by the Board of Commissioners and shall enter into contracts as necessary under the general control and direction of the Board of Commissioners. The General Manager shall serve at the pleasure of the Board

of Commissioners. Subject to the approval of the Board of Commissioners, the General Manager may appoint the officers, employees, and agents necessary to carry out the general purposes of the Agency.

Section 4.10. Removal of Officers. Any officer or agent elected or appointed by the Board of Commissioners may be removed by resolution of the Board of Commissioners with or without cause whenever in its judgment the best interests of the Agency will be served thereby.

ARTICLE V **COMMITTEES**

Section 5.1. Project Committees. A Project of the Agency must be authorized by resolution of the Board of Commissioners. The Board of Commissioners shall establish a Project Committee for each Project authorized by the Board of Commissioners. The person designated in writing by a Member authorized and electing to participate in a Project shall be a participant of the Project Committee. The Board of Commissioners by resolution may approve or disapprove, but not alter, amend, or modify, proposed Agency action approved by a Project Committee. Each participant in a Project Committee shall have votes proportional to their Member's contribution to the Project, based on the total amount contributed by all Members in the Project. This proportion may be adjusted by the Board of Commissioners through approval of a participation agreement for the Project. The Project Committee shall elect officers and may establish subcommittees as the Project Committee deems necessary.

Section 5.2. Other Committees. The Board of Commissioners may provide by resolution for an Executive Committee or for other committees or both to carry on certain functions of the Board of Commissioners; and in such event, such committee or committees shall have those powers specifically set out in the resolution of the Board of Commissioners creating such committee or committees.

Section 5.3. Committee Chairpersons. The Chairperson of a Project Committee shall be elected by the participants of the Project Committee. The Chairperson of the Board of Commissioners shall appoint one participant of each committee, other than a Project Committee, to serve as Chairperson.

Section 5.4. Committee Minutes. Each committee shall furnish minutes of all committee meetings to the Secretary of the Agency.

Section 5.5. Vacancies. Vacancies in the composition of any committee except a Project Committee or its subcommittees may be filled by the Board of Commissioners.

Section 5.6. Quorum. Except as to a Project Committee, and unless otherwise provided in the resolution of the Board of Commissioners establishing a committee, a majority of the participants of a committee shall constitute a quorum and the act of a majority of the participants present at a meeting at which a quorum is present shall be the act of the committee. In the case of the Project Committee, a quorum shall consist of the participants of the Project Committee representing a majority of the votes as determined in Section 5.1 but, unless the Project Committee has only one participant, a quorum shall never be less than two participants.

The act of at least two Project Committee participants or one Project Committee participant if there is only one, representing a majority of the votes at a meeting at which a quorum is present shall be the act of a Project Committee.

Section 5.7. Rules. Each committee may adopt rules for the conduct of its business which are not inconsistent with these By-Laws or with rules adopted by the Board of Commissioners, or with instructions, if any, contained in the resolution of the Board of Commissioners establishing such committee.

ARTICLE VI **MISCELLANEOUS**

Section 6.1. Budgets. The General Manager shall cause to be prepared a general operating and capital budget for each calendar year, including the non-Project related Agency membership dues for such year, and submit the same to the Board of Commissioners for approval.

Section 6.2. Membership in Other Organizations. The Agency upon favorable vote of a majority of the Board of Commissioners may become a member, an associate or a stockholder of any organization, corporation, or association engaged in generating, transmitting or distributing electric power or promoting the development and utilization of low-cost power and for the purchase or use of any other materials, equipment, or services necessary or incidental to the business of wholesale bulk power supply for the Agency or any of its Members.

Section 6.3. By-Laws Amendments. These By-Laws may be amended by the affirmative vote of not less than two-thirds (2/3) of the Board of Commissioners. A final vote shall not be taken on proposed amendments to these By-Laws until thirty (30) days after written notice of the proposed amendment shall have been transmitted by United States mail or electronic mail to the clerk of the Governing Bodies of each of the Full Members of the Agency.

Section 6.4. Conflict with Applicable Law or Articles of Incorporation. These By-Laws are adopted subject to Act 448 and the Articles of Incorporation and shall be interpreted consistent therewith. Whenever these By-Laws may irreconcilably conflict with Act 448 or the Articles of Incorporation, such conflict shall be resolved in favor of Act 448 or the Articles of Incorporation.

Section 6.5. Severability. In the event that any of the terms, covenants, or conditions of these By-Laws or their application shall be held invalid as to any person, corporation, or circumstance by any court of competent jurisdiction, the remainder of these By-Laws shall not be affected thereby.



Memo

To: Andrew Dymczyk, Merry Haas
From: Todd Davlin, Electric Superintendent
Cc: Tina Conner-Wellman
Date: 6-19-2025
Re: 147 Kent Street – Rooftop Antenna Mast

As a follow-up to previous emails regarding potential sources of key-fob interference, Merry Haas specifically requested that I conduct a physical inspection of the “antenna” located on the roof of 147 Kent Street, in my capacity as a representative of the City of Portland.

At approximately 2:00 PM this afternoon (June 19, 2025), I conducted an inspection of the roof at 147 Kent Street. Below is a summary of my observations, accompanied by photographs:

1. Antenna Mast

- There is an antenna mast mounted to a welded I-beam bracket, which is bolted to a large pallet.
- The mast does not have an antenna mounted on it.
- There is no source of electricity connected to the mast.
- There are no communication cables attached to or routed from the mast.

Conclusion: In my professional opinion, this is not a source of radio interference.



2. Metal Equipment Boxes

- Multiple metal boxes are installed on the roof of 147 Kent Street and on adjacent rooftops.
- The box on the roof of 147 Kent appears to be powered by an extension cord and has both electrical and communication wiring connected.
- Similar boxes on neighboring buildings appear to be installed in a like manner.
- Based on visual observation, these boxes appear related to power supply to, and control of the decorative “Edison Lights” on the buildings.
- I did not open any of the boxes; however, the external wiring appeared clean and installed in an organized fashion.

Recommendation: If these installations are owned and managed by the City of Portland – Downtown Development Authority (DDA) and are located on private property, I recommend the DDA consider having them inspected for applicable residential or commercial building code compliance.



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

Held on Monday, June 30, 2025
In the Council Chambers at City Hall

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

Members Absent: None

Staff: Director ConnerWellman, City Clerk Miller

Guests: Mary Teachout and Laurie Reeves of Scrappy Divas and Portland Civic Players, Shannon Cunningham of Cunningham Insurance, Bobbie Hoskins

Chair Williamson called the meeting to order at 7:09 P.M.

Motion by Barnes, supported by Briggs, to approve the agenda with the addition of DDA Director Job Description under Old Business, and parking at the fireworks under New Business.
All in favor. Adopted.

Under Public Comment, Mary Teachout followed up on comments she made several months ago at a DDA meeting about DDA support of new businesses.

Motion by Schneider, supported by Barnes, to approve the minutes of the June 3, 2025, regular meeting.
All in favor. Adopted.

Member Schneider inquired about the mileage reimbursement.

There was discussion.

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

Under Team Reports, Chair Williamson stated the fireworks went very well. He has received good feedback on the event.

Director ConnerWellman thanked Chair Williamson and his team for their efforts in coordinating the event.

City Manager Dymczyk proved an update on the Looking Glass Plaza Project. The river crossings as part of the wastewater portion of the project have been completed. The next step will be to tie in the new infrastructure at the manhole located at Kent St. and Grand River Ave. This work is expected to be completed mid-July and then the intersection will be open. The plaza is expected

to be finished in August. The dumpster for the River House Grill will be in the originally planned area, in the plaza.

Director ConnerWellman stated that due to the weather and construction activities at Two Rivers Park, related to the wastewater infrastructure work, the attendance at Sounds of Summer has been sluggish. She suggested changing the location to the Red Mill until the construction activities are done.

Mary Teachout suggested the Portland Civic Players theatre could be used as a backup location.

Under Old Business, Director ConnerWellman noted Member Sandborn submitted his resignation from the DDA effective 06/23/25. She further noted Member Ward's term is expiring but she has applied to Council for reappointment.

Member Williamson presented his memo outlining the recommendations from the DDA subcommittee regarding the evaluation of the DDA Director Job Description and proposed Communication Policy.

City Manager Dymczyk provided information on the review process and rationale for the need for a Communication Policy. He cited the example about the Facebook communication of misinterpretation related to the ongoing issue of vehicle key fobs intermittently not working. There were originally some questions by the public about whether the issue was caused by Automated Meter Infrastructure (AMI) recently installed by the Electric Department. The City did reach out to its AMI vendor as it was related to radio frequency waves to provide guidance. There was no singular solution. He noted his feeling there should be transparency through communication. The proposed Communication Policy outlines the efforts to outline expectations as a board.

There was discussion.

Director ConnerWellman thanked the subcommittee for their due diligence in their review and stated she will happily move forward with their desired recommendations. There was a misunderstanding regarding the key fob issue, what was paid for, who was helping, etc. When the issue came up on the Facebook Portland Community Page she was called so responded in what she felt was effective information except that one sentence.

Director ConnerWellman stated she was informed by the Subcommittee that in relation to the communication goals they are things she is already doing effectively. She further stated that no other board in the City has a Communication Policy. The practice has been that the DDA follow City standards. In reaching out to other DDA's throughout the State she found that no other similar size community has a Communication Policy, communication is considered part of the job description.

Regarding the recommendation by the subcommittee for an annual review, Director ConnerWellman noted she hasn't had a review since 2019. She has been told in the past that a review has not been needed because the board has been happy with her work, but she is happy to have one. If the board decides to move forward with reviews, she would prefer to have one immediately and then on an agreed upon timeline.

Mayor Barnes stated he has been involved with the DDA since 2003. Communication has been an issue with past DDA Directors, before social media. At one point, the DDA Director didn't issue any statements without review by some of the board members. He further stated that when the DDA Director issues a statement it represents the entire Board so when a statement is made it is important that it is accurate. This is not the same situation with other City boards.

Motion by Dymczyk, supported by Barnes to adopt the DDA Director Communications Policy.

There was discussion about whether to move forward with voting tonight or at the next DDA meeting.

Member Schneider asked about the recommendation in the memo to move the DDA Team meetings from regularly established dates to meet on an "as needed" basis with a focus on event planning.

City Manager Dymczyk explained the motion on the floor is only for the Communication Policy, not for the other recommendations outlined in the memo.

Member Briggs asked about the requirement in the proposed Communication Policy under Social Media & Website Management to, "Regularly update the DDA and/or City website with meeting minutes, upcoming projects, and community resources." Her understanding was that this requirement is something the City Clerk does.

City Manager Dymczyk noted there is a team that does various things in the City. Ultimately, the DDA Director is responsible for the communication/message.

There was discussion.

Chair Williamson held the vote for the motion on the floor.
All in favor. Adopted.

City Manager Dymczyk provided a review of the proposed DDA Director job description, which has not been updated since 2017 when the City was a part of the Michigan Main Street Program. The salary range was removed, the minimum qualifications were changed, and language was added to require monitoring of legislation and trends and providing strategic response to both.

Mayor Barnes suggested looking into what types of oversight other DDA's have. He wondered if it is fair to have the DDA Chair handle the oversight of the DDA Director. He also noted in his feeling it is unfair to the DDA Director or other staff to require oversight of projects.

Director ConnerWellman noted that in her experience, she has not overseen any projects, including the Donation Agreement for 103 E. Grand River, or the TIF Amendment. The practice has been to collaborate with the City Manager, sit in on planning meetings, and share valid insights. She further stated she does not want the implication she is responsible for things she wasn't responsible for.

City Manager Dymczyk stated he would like to see how other entities have this issue structured.

There was discussion.

Motion by Dymczyk, supported by Williamson, to table consideration of the DDA Job Description until the July DDA Meeting.

All in favor. Adopted.

City Manager Dymczyk suggested that Team Meetings be moved from regularly scheduled to an as needed basis. He stated he doesn't see the value in regular meetings.

Director ConnerWellman stated that planning for events begins several months ahead of time.

Director ConnerWellman stated for many years efforts have been made to engage with the community and recently there have been community members who want to be involved and found the Team Meetings are a good way to engage them. Community members have stated they do not prefer to come to a DDA meeting and sit in the audience and have discussions with the entire board. They prefer the Team Meetings where there is more open dialogue.

Member Briggs noted her thought the Team Meetings were intended to allow more open discussion on certain projects and events. The DDA is not the same type of meeting.

There was discussion.

Motion by Dymczyk, supported by Vogl, to table further discussion and a decision on the need for monthly Team Meetings.

All in favor. Adopted.

City Manager Dymczyk outlined the next steps. The review that Director ConnerWellman has asked for should be done soon as well as a survey of the business owners in the DDA District.

Under New Business, Director ConnerWellman presented the board members with the Board Member Agreement and Conflict of Interest Policy to be reviewed and signed annually by the board members.

Director ConnerWellman presented information related to a potential budget amendment for the Plaza construction project. Information was not received in time to present the budget amendment for consideration at this meeting.

City Manager Dymczyk stated the fundraising effort to offer VIP parking for the fireworks for a \$100 fee was not approved by the DDA and feels that it should have been. He further noted his feeling this was an exorbitant fee.

City Manager Dymczyk made a motion all charges for service on behalf of the DDA District should be approved by the DDA body.

Director ConnerWellman stated that two parking spaces were sold. The idea came out of a Teams Meeting where many DDA members were present. Sponsorships for the fireworks have been lacking. Sponsors who donated \$100 were offered a VIP parking spot and the idea was well received. The offer was then extended to the public. She apologized if the board feels she made the offer to the public too soon without board approval.

There was discussion.

Member Schneider asked if any request for sponsorship should be approved by the DDA.

City Manager Dymczyk stated his feeling that should be the case.

Director ConnerWellman stated City Treasurer Tolan has stated the schedule of fees is very clearly defined and sponsorships do not fall under those. She further stated she has been operating as she always has in terms of fundraising citing the example of fundraising for the splash pad. Fundraising would be slowed considerably if it must go through the DDA for approval.

Motion by Barnes, supported by Dymczyk, to table discussion regarding the motion all charges for service on behalf of the DDA District should be approved by the DDA body.
All in favor. Adopted.

Director ConnerWellman provided the Director's Report and takeaways from conferences she has recently attended.

Under Board Member Comments, City Manager Dymczyk noted the 4th of July Parade will be held at 10:00 AM on July 4, 2025, and will follow the Homecoming Parade route.

Member Schneider asked if the bylaws have been updated to reflect change in quorum. If not, he asked that this issue be moved forward.

Motion by Williamson, supported by Dymczyk, to adjourn the meeting at 8:47 P.M.
All in favor. Adopted

Respectfully submitted,

Margery Briggs, Secretary

DRAFT MEETING MINUTES - REGULAR MEETING
PORTLAND BOARD OF LIGHT AND POWER
4:00 P.M. Tuesday, June 24, 2025
Board of Light & Power Conference Room
723 East Grand River, Portland, MI 48875



I. CALL TO ORDER AND ROLL CALL

The meeting was called to order by Chairman Robert Baldyga at 4:02 PM. Attendees included: Chairman Robert Baldyga, Board Member Nick Lefke, Board Member Mike Fox, City Manager Andrew Dymczyk, and Superintendent Todd Davlin.

II. SAFETY SHARE

Todd Davlin presented a Safety Share about heat exhaustion

III. APPROVAL OF AGENDA

Motion: Mike Fox **Seconded:** Robert Baldyga

Yay: 3 **Nay:** 0

IV. III. APPROVAL OF MINUTES

Motion: Robert Baldyga **Seconded:** Nick Lefke

Yay: 3 **Nay:** 0

V. ACTION ITEM(S)

Action Item BLP 24-6A

Subject: Approval of Engineering Design of Grant Street Substation to Distribution Vault Connection.

Recommendation: Recommend that City Council approve the GRP/Verdantas proposal for design of the connection between the six 12.5 kV circuits from the new Grant Street Substation to the existing City of Portland electrical generation and distribution system.

Fiscal Impact: The total lump sum cost for the proposed services is \$15,000.

Motion: Nick Lefke **Seconded:** Robert Baldyga

Yay: 3 **Nay:** 0

Action Item BLP 24-6B

Subject: Approval of Engineering services to complete the Recloser Hot-Line-Tag settings update and testing project.

Recommendation Recommend that City Council approve the GRP/Verdantas proposal for establishment of Hot-Line-Tag relay settings and relay testing to dramatically reduce the consequential impact of a shock or arc flash event while working in a City of Portland electrical distribution vault.

Fiscal Impact: The total lump sum cost for the proposed services is \$11,500.

Motion: Nick Lefke **Seconded:** Mike Fox

Yay: 3 **Nay:** 0

Action Item BLP 25-6C

Subject: Approval of Newkirk Change Order 150-0402 #3 – Oil Containment Vault

Recommendation: Recommend that City Council approve Change Order 150-0402 #3 from Newkirk for the redesigned oil containment vault. The revised design necessitates a larger, and therefore more costly, vault to ensure compliance with environmental standards.

Fiscal Impact: The net cost associated with this change order is \$12,988.

Motion: Mike Fox **Seconded:** Robert Baldyga

Yay: 3 **Nay:** 0

Action Item BLP 25-6D

Subject: Approval of Farabee Mechanical Parts Purchase for repairs to the Fairbanks Morse and Nordberg engine-generators.

Recommendation: Recommend that City Council authorize the purchase of six (6) tappet fuel guides and six (6) fuel tappets for the Nordberg engine generator, as well as one (1) used thermostat body and nine (9) new A-Mot thermostat elements for the Fairbanks Morse engine generator.

Fiscal Impact: The cost to purchase these parts is \$14,261.28.

Motion: Robert Baldyga **Seconded:** Nick Lefke

Yay: 3 **Nay:** 0

Action Item BLP 25-6E

Subject: Approval of Primary Wire Distribution Cabinets for Substation Project

Recommendation: Recommend that City Council approve the purchase of four (4) APS Model 306723-ACACACA distribution cabinets for the Grant Street Substation Project.

Fiscal Impact: The total cost for both cabinets is \$7,536.

Motion: Mike Fox **Seconded:** Robert Baldyga

Yay: 3 **Nay:** 0

VI. INFORMATIONAL ITEMS

Todd Davlin provided brief reports addressing the following topics:

- a. Financial report
- b. Reliability report
- c. Grant Street Substation Update
- d. Engine Plant Maintenance
- e. Contribution in Aid of Construction Proposed Ordinance

VII. NEXT REGULAR BLP BOARD MEETING: Tues July 29th. (Due to conflicts the date may be changed)

VIII. PUBLIC COMMENT (5-minute time limit per speaker) None

City Manager Andrew Dymczyk provided an overview of current City projects and initiatives.

IX. CITY MANAGER COMMENTS

X. **BOARD COMMENTS:** Everyone was happy to see Mike Mox not only attending but appearing healthy and strong after surgery.

XI. **ADJOURNMENT:** Board Chairman Robert Baldyga adjourned the meeting by proclamation at 5:13 PM.

CITY OF PORTLAND

REPORT DATE
PERIOD COVERED

July 18, 2025
June 1-30, 2025

Kwh Consumed	3,492,076
DIESEL PRODUCTION	0
HYDRO GENERATION	283,140

Total Kwh Purchased	3,208,936	Total Dollars Paid	\$ 264,990.87
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Kwh Billed

Residential	1,693,674
Commercial	783,247
Large General	670,660
City St. Lites Metered	6,258
St. Lites Unmetered	
Rental Lights	
Demand	1,998

Dollars Billed

PCA Billed	\$ 78,846.45
Residential	\$ 261,314.54
Residential EO Charge	\$ 3,102.87
Geothermal Discount	\$ -
AMI Opt Out	\$ 90.00
Commercial	\$ 117,957.85
Commercial/LG EO Charge	\$ 3,039.83
Large General	\$ 72,084.63
Large EO Charge	\$ 18.40
City St. Lights Metered	\$ 678.21
St. Lights Unmetered	\$ 1,543.05
Rental Lights	\$ 234.34
Demand	\$ 16,922.68
Tax	\$ 21,207.54

Total Kwh Billed 3,153,839

Total Dollars Billed \$ 577,040.39

Arrears after billing	\$ 2,984.18
Penalties Added	\$ 3,180.84
Arrears end of month	\$ 28,373.25
Fuel Cost Billed	\$ 28,022.81
Amount Collected	\$ 429,523.33
Total Adjustments	\$ 3,180.84

Power Cost Adj. 0.02504

Residential Customers	2,238
Commercial Customers	330
Large General	15
Total Customers	2,583

07/02/25



CITY OF PORTLAND
July-25

WATER DEPARTMENT REPORT

MONTH	Jun-25	PERIOD COVERED	June 1-30, 2025
Customers Billed		Penalties Added	\$ 355.70
City	1,857	Dollars Collected	\$ 74,881.57
Rural	24	Arrears at end of Month	\$ 7,532.54
Total Customers	1,881	Adjustments	\$ (23,012.11)
		Gallons Pumped	14,088,000
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
Gallons Billed		Dollars Billed	
City	10,524,089		\$ 80,173.04
Rural	213,905		\$ 2,736.34
Total	<u>10,737,994</u>		<u>\$ 82,909.38</u>

SEWER DEPARTMENT REPORT

Customers Billed	1,800	Dollars Billed	\$160,436.41
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 160,436.41

Penalties Added	\$ 784.77
Dollars Collected	\$ 165,206.86
Arrears at end of Month	\$ 14,929.88
Adjustments	\$ (1,046.43)
Gallons Treated per Million	8.133



**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-21438**

- Consumers Energy Company requests Michigan Public Service Commission's approval for reconciliation of its gas cost recovery plan (Case No. U-21437) for the 12 months ended March 31, 2025.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission's website at: <https://mi-psc.my.site.com/s/>.
- A pre-hearing will be held:

DATE/TIME: Monday, August 11, 2025 at 10:30 AM

BEFORE: Administrative Law Judge Jonathan F. Thoits

LOCATION: Video/Teleconference

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate or who are seeking access to the video/teleconference should contact the Administrative Law Judge's secretary at (517) 284-8130 or by email at LARA-MOHR-PSC@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) June 30, 2025 application requesting the Commission to: 1) approve the April 2024 through March 2025 gas cost reconciliation, as proposed by Consumers Energy; 2) approve Consumers Energy's proposed methodology for rolling in the net under-recovery total for the 2024-2025 GCR period of \$7,736,420; and 3) grant Consumers Energy such other and further relief as is lawful and appropriate.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 4, 2025. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's attorney, Anne M. Uitvlugt, 1 Energy Plaza, EP11-229, Jackson, MI 49201.

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

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of their wish to make a statement of position. Mich Admin Code, R 792.10413 (Rule 413).

Any person wishing to file a public comment may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21438**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917.

All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Executive Secretary at the above address or by telephone at (517) 284-8090.

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

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

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; and Parts 1 & 4 of the Administrative Hearing Rules of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106(2), (3), (4), (5), (6), and (7); R 792.10121; and R 792.10401 through R 792.10448.