



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

7:00 p.m. Monday, July 20, 2015

City Council Chambers

City Hall, 259 Kent St., Portland Michigan

<u>Estimated Time</u>		<u>Action Requested</u>
7:00 PM	I. <u>Call to Order</u>	
7:01 PM	II. <u>Pledge of Allegiance</u>	
7:02 PM	III. <u>Acceptance of Agenda</u>	
7:03 PM	IV. <u>Public Comment</u> (5 minute time limit per speaker)	Motion
7:04 PM	V. <u>City Manager Report</u>	
	VI. <u>Presentations</u>	
7:10 PM	A. Proclamation Honoring and Commemorating the Emergency Services For their Exemplary Service to the City of Portland During the Aftermath of the June 22, 2015 Tornado	
7:15 PM	B. Proclamation Honoring and Commemorating the Residents of Portland, Volunteers, Local Businesses, Organizations and Churches For their Exemplary Service to the City of Portland During the Aftermath of the June 22, 2015 Tornado	
7:20 PM	C. Proclamation Honoring and Commemorating the Municipalities and Local Governments for their Exemplary Service to the City of Portland During the Aftermath of the June 22, 2015 Tornado	
7:25 PM	D. Proclamation Honoring and Commemorating the City of Portland Employees for the Exemplary Service to the City of Portland During The Afterman of the June 22, 2015 Tornado	
7:30 PM	E. Interim DDA/Main Street Director Perry – Downtown Report	
	VII. <u>Public Hearing(s)</u> - None	
	VIII. <u>Old Business</u> - None	
	IX. <u>New Business</u>	
7:35 PM	A. Proposed Resolution 15-51 Approving, Authorizing, and Directing the City Manager to Sign a Biosolids Management Services Agreement with Synagro Central, LLC	Motion
7:37 PM	B. Proposed Resolution 15-52 Approving the Michigan Public Power Agency’s (MPPA) Recommendation for the City’s Board of Light and Power to Join the Landfill Service Committee	Motion
7:40 PM	C. Proposed Resolution 15-53 Approving the Purchase of a New Police Vehicle	Motion
7:43 PM	D. Proposed Resolution 15-54 Approving a Bid from GL Concrete for Sidewalk & Curb Replacement	Motion
7:45 PM	E. Proposed Resolution 15-55 Confirming the Mayor’s Appointments to City Boards and Commissions	Motion

Estimated Time		Action Requested
7:47 PM	<p>X. <u>Consent Agenda</u>–</p> <ul style="list-style-type: none"> A. Minutes & Synopsis from the Regular City Council Meeting held on July 6, 2015 B. Payment of Invoices in the Amount of \$153,921.45 and Payroll in the Amount of \$ for a Total of \$ C. Purchase Orders over \$5,000 <ul style="list-style-type: none"> 1. United States Geological Survey in the amount of \$7,850.00 for Annual Streamgaging as Required by the City’s FERC License 2. Altec in the amount of \$9,146.26 to Repair Two Hydraulic Cylinders on Unit 405 3. Portland Area Fire Authority in the amount of \$25,628.15 for 1st Quarter Fire Services <p>XI. <u>Communications</u>–</p> <ul style="list-style-type: none"> A. Board and Commission Application from Charlise Abel B. Revenue-Expense Report for July 2015 C. Police Department Report for June 2015 D. Wastewater Treatment Plant Report for June 2015 E. Fire Department Report for June 2015 F. Portland Area Municipal Authority Minutes for April 14, 2015 G. Ionia County Board of Commissioners Agenda for July 14, 2015 H. Ionia County Board of Commissioners Agenda for July 21, 2015 I. MPSC Notice of Hearing for Consumers Energy 	Motion
7:50 PM	XII. <u>Other Business</u> - None	
7:55 PM	XIII. <u>City Manager Comments</u>	
8:00 PM	XIV. <u>Council Comments</u>	
8:05 PM	XV. <u>Adjournment</u>	Motion



PROCLAMATION HONORING AND COMMEMORATING THE EMERGENCY SERVICES FOR THEIR EXEMPLARY SERVICE TO THE CITY OF PORTLAND DURING THE AFTERMATH OF THE JUNE 22, 2015 TORNADO

WHEREAS, on June 22, 2015 at approximately 2:15 P.M. an EF-1 tornado (as classified by the National Weather Service) touched down in the City of Portland resulting in significant destruction and debris; and

WHEREAS, on June 22, 2015, Ionia County in concert with the City of Portland declared a state of emergency because local resources were being utilized to the fullest possible extent; and

WHEREAS, on July 6, 2015, Governor Rick Snyder declared a state of disaster for the City of Portland, Portland Township, Orange Township and Ionia County; and

WHEREAS, the Michigan State Police, Ionia County Sheriff's Department, Portland Police Department, Ionia Public Safety, Lake Odessa Police Department, East Lansing Police Department, Eaton County Sheriff's Department, Ionia County Emergency Management, Portland Area Fire Authority, Lansing Fire Department, Delta Township Fire Department, East Lansing Fire Department, Delhi Township Fire Department, Meridian Township Fire Department, Grand Ledge Fire Department, Lyons-Muir Fire Department, Sunfield Fire Department, Summit Township Fire Department, Lansing Area Metro Response Team, Portland Ambulance Department, Benton Township Fire Department, Eaton Area EMS, and Life Ambulance (collectively hereinafter "Emergency Services") immediately responded and assisted during the state of emergency; and

WHEREAS, Emergency Services personnel do not hesitate to risk their lives in order to protect the lives of others and their commitment to continued training, skill enhancement, and inter-agency coordination were vital in effectively dealing with the aforementioned state of emergency and serving the City of Portland; and

NOW, THEREFORE, the Portland City Council and the City of Portland hereby recognize and honor the Emergency Services for their exemplary service to the City of Portland during the aftermath of the June, 22, 2015 tornado.

BY ORDER OF THE CITY COUNCIL

James E. Barnes, Mayor

Joel VanSlambrouck, Mayor Pro-Tem

Patrick Fitzsimmons

Julie Clement

Robert Baldyga

SEAL

S. Tutt Gorman, City Manager

Monique I. Miller, City Clerk

Dated: July 20, 2015



**PROCLAMATION HONORING AND COMMEMORATING THE RESIDENTS OF
PORTLAND, VOLUNTEERS, LOCAL BUSINESSES, ORGANIZATIONS AND
CHURCHES FOR THEIR EXEMPLARY SERVICE TO THE CITY OF PORTLAND
DURING THE AFTERMATH OF THE JUNE 22, 2015 TORNADO**

WHEREAS, on June 22, 2015 at approximately 2:15 P.M. an EF-1 tornado (as classified by the National Weather Service) touched down in the City of Portland resulting in significant destruction and debris; and

WHEREAS, on June 22, 2015, Ionia County in concert with the City of Portland declared a state of emergency because local resources were being utilized to the fullest possible extent; and

WHEREAS, on July 6, 2015, Governor Rick Snyder declared a state of disaster for the City of Portland, Portland Township, Orange Township and Ionia County; and

WHEREAS, the residents of Portland, volunteers, local businesses, organizations and churches (collectively hereinafter "Portland Community") persevered and rose to the occasion by helping their neighbors, families, friends and the City of Portland at large during the aforementioned state of emergency truly embodying the phrase "Portland Strong"; and

WHEREAS, the Portland Strong campaign and its creator, Ms. Amy Kahn, were instrumental in assessing needs and allocating resources to those impacted by the tornado; and

WHEREAS, the unparalleled and selfless acts of the Portland Community were vital in effectively dealing with the aforementioned state of emergency and serving the City of Portland and its residents; and

NOW, THEREFORE, the Portland City Council and the City of Portland hereby recognize and honor the Portland Community for their exemplary service to the City of Portland during the aftermath of the June, 22, 2015 tornado.

BY ORDER OF THE CITY COUNCIL

James E. Barnes, Mayor

Joel VanSlambrouck, Mayor Pro-Tem

Patrick Fitzsimmons

Julie Clement

Robert Baldyga

S. Tutt Gorman, City Manager

Monique I. Miller, City Clerk

SEAL

Dated: July 20, 2015



PROCLAMATION HONORING AND COMMEMORATING THE MUNICIPALITIES AND LOCAL GOVERNMENTS FOR THEIR EXEMPLARY SERVICE TO THE CITY OF PORTLAND DURING THE AFTERMATH OF THE JUNE 22, 2015 TORNADO

WHEREAS, on June 22, 2015 at approximately 2:15 P.M. an EF-1 tornado (as classified by the National Weather Service) touched down in the City of Portland resulting in significant destruction and debris; and

WHEREAS, on June 22, 2015, Ionia County in concert with the City of Portland declared a state of emergency because local resources were being utilized to the fullest possible extent; and

WHEREAS, on July 6, 2015, Governor Rick Snyder declared a state of disaster for the City of Portland, Portland Township, Orange Township and Ionia County; and

WHEREAS, the City of Ionia, City of Grand Ledge, City of Eaton Rapids, Village of Muir, Village of Lyons, Village of Pewamo, Village of Sunfield, Portland Township, Danby Township, Ionia County Road Commission, Holland Board of Public Works, Zeeland Board of Public Works, St. Louis Electric Department, Lowell Light & Power, Tri-County Homeworks, Grand Haven Board of Light & Power, Ionia County Board of Commissioners, and Ionia County Emergency Management (collectively hereinafter "Municipalities & Local Governments") immediately responded and assisted during the aforementioned state of emergency; and

WHEREAS, the Municipalities & Local Governments were vital in effectively dealing with the aforementioned state of emergency and serving the City of Portland and its residents; and

NOW, THEREFORE, the Portland City Council and the City of Portland hereby recognize and honor the Municipalities & Local Governments for their exemplary service to the City of Portland during the aftermath of the June, 22, 2015 tornado.

BY ORDER OF THE CITY COUNCIL

James E. Barnes, Mayor

Joel VanSlambrouck, Mayor Pro-Tem

Patrick Fitzsimmons

Julie Clement

Robert Baldyga

S. Tutt Gorman, City Manager

Monique I. Miller, City Clerk

SEAL

Dated: July 20, 2015



**PROCLAMATION HONORING AND COMMEMORATING THE CITY OF
PORTLAND EMPLOYEES FOR THEIR EXEMPLARY SERVICE TO THE CITY OF
PORTLAND DURING THE AFTERMATH OF THE JUNE 22, 2015 TORNADO**

WHEREAS, on June 22, 2015 at approximately 2:15 P.M. an EF-1 tornado (as classified by the National Weather Service) touched down in the City of Portland resulting in significant destruction and debris; and

WHEREAS, on June 22, 2015, Ionia County in concert with the City of Portland declared a state of emergency because local resources were being utilized to the fullest possible extent; and

WHEREAS, on July 6, 2015, Governor Rick Snyder declared a state of disaster for the City of Portland, Portland Township, Orange Township and Ionia County; and

WHEREAS, the Portland Department of Public Works, Portland Board of Light & Power, Portland Waste Water Treatment Plant, Portland Water Department, Portland Parks & Recreation Department, Portland Police Department, Portland Ambulance Department and City Hall staff (collectively hereinafter “City of Portland Employees”) went above and beyond the call of duty during the aforementioned state of emergency; and

WHEREAS, the City of Portland Employees were vital in effectively dealing with the aforementioned state of emergency and serving the City of Portland and its residents; and

NOW, THEREFORE, the Portland City Council and the City of Portland hereby recognize and honor the City of Portland Employees for their exemplary service to the City of Portland during the aftermath of the June, 22, 2015 tornado.

BY ORDER OF THE CITY COUNCIL

James E. Barnes, Mayor

Joel VanSlambrouck, Mayor Pro-Tem

Patrick Fitzsimmons

Julie Clement

Robert Baldyga

SEAL

S. Tutt Gorman, City Manager

Monique I. Miller, City Clerk

Dated: July 20, 2015

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 15-51

**A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE CITY
MANAGER TO SIGN A BIOSOLIDS MANAGEMENT SERVICES AGREEMENT WITH
SYNAGRO CENTRAL, LLC**

WHEREAS, the City previously entered into a biosolids management services agreement for a term of five years with Synagro Central, LLC, on July 1, 2009, with the agreement expiring on July 1, 2014; and

WHEREAS, the 2009 agreement, attached as Exhibit A, allows the agreement to be extended on a yearly basis as mutually agreed on by both parties; and

WHEREAS, the City previously agreed to a 1-year agreement for 2014-2015 FY; and

WHEREAS, Synagro Central has proposed a 1-year agreement for the 2015-2016 FY, a copy of which is attached as Exhibit B, that quotes a unit rate of \$0.0447 cents per gallon, which is the same rate as the previous year; and

WHEREAS, the contract also includes costs for “Sludge Testing: Metals” and “Sludge Testing: Fecal.” both at \$401.71 each, which is also the same rate as the previous year; and

WHEREAS, the City Manager and Waste Water Treatment Plant Superintendent Doug Sherman have reviewed the proposed agreement and recommend that the City Council approve the Agreement.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the proposed biosolids management services agreement from Synagro Central, LLC, a copy of which is attached as Exhibit B, authorizes and directs the City Manager to sign on behalf of the City.
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: July 20, 2015

Monique I. Miller, City Clerk

BIOSOLIDS MANAGEMENT SERVICE AGREEMENT

This SERVICE AGREEMENT (hereinafter called the AGREEMENT) made and entered into this 1st day of July 2009 (the EFFECTIVE DATE) by and between the City of Portland, Michigan (hereinafter called CUSTOMER), and Synagro Central, LLC, (hereinafter called CONTRACTOR which term shall include its successors and assigns).

WITNESSETH:

In consideration of the following covenants and AGREEMENTS, the CUSTOMER and the CONTRACTOR hereby mutually agree as follows:

1. SCOPE

1.1. The CONTRACTOR shall provide biosolids management services that include removal, transportation, and land application or other beneficial reuse in accordance with the terms of this AGREEMENT (hereinafter called SERVICES) of the CUSTOMER'S biosolids which constitute primarily *liquid (2%-12% solids)* residue generated during the treatment of domestic sewage in a treatment works (hereinafter called BIOSOLIDS) generated by the Portland WWTP physically located in Portland, Michigan (the PLANT).

2. CONTRACTOR OBLIGATIONS

The CONTRACTOR shall:

- 2.1. Within three (3) weeks after receipt of notice from CUSTOMER, cause the removal, transportation, and land application of CUSTOMER'S BIOSOLIDS and, in connection with such activities, maintain AUTHORIZATIONS and landowner AGREEMENTS required of CONTRACTOR for agricultural land application and/or disturbed land reclamation in accordance with all applicable LEGAL REQUIREMENTS which are currently in effect, or which take effect during the term of this AGREEMENT.
- 2.2. At the written request of CUSTOMER, and as applicable, provide any AUTHORIZATIONS which are issued by applicable GOVERNMENTAL AUTHORITIES for all land approved for BIOSOLIDS land application.
- 2.3. Notify the CUSTOMER of any notice of violation, action, suit, claim, or legal proceeding against CONTRACTOR relating to any aspect of the CUSTOMER'S BIOSOLIDS managed pursuant to this AGREEMENT.
- 2.4. For BIOSOLIDS which are land applied, employ land application methods approved or allowed by applicable GOVERNMENTAL AUTHORITIES.

- 2.5. Develop and implement monitoring, record keeping, and reporting programs as required by applicable LEGAL REQUIREMENTS, and as set forth in Section 6 of this AGREEMENT.
- 2.6. Provide proof of liability insurance, as set forth in Section 4 of this AGREEMENT.
- 2.7. Indemnify, CUSTOMER, and hold harmless CUSTOMER, its subsidiaries, affiliates, successors and assigns and their respective directors, officers, employees, shareholders, representatives and agents (hereinafter referred to collectively in this section as CUSTOMER INDEMNITEES) from and against any and all claims, liabilities, lawsuits, and causes of action, together with reasonable costs, expenses, and attorneys' fees associated therewith and all amounts paid in defense or settlement of the foregoing, which may be imposed upon or incurred by CUSTOMER INDEMNITEES or asserted against CUSTOMER INDEMNITEES by any other person or persons (including GOVERNMENTAL AUTHORITIES), to the extent caused by CONTRACTOR'S breach of its obligations under this AGREEMENT or violation of applicable LEGAL REQUIREMENTS.
- 2.8. Comply in all material respects with all LEGAL REQUIREMENTS applicable to CONTRACTOR'S provision of the SERVICES.
- 2.9. CONTRACTOR'S obligations to take, receive or beneficially reuse BIOSOLIDS shall be suspended during a Force Majeure.

3. CUSTOMER

The CUSTOMER shall:

- 3.1. Provide to CONTRACTOR for off-site beneficial reuse 100% of the annual volume of BIOSOLIDS generated at the PLANT.
- 3.2. Provide CONTRACTOR with reasonable access to the CUSTOMER'S BIOSOLID'S delivery system, except as reasonably required for safety or emergency considerations, or planned shutdown of the PLANT. It is agreed that when safety, emergency or shutdown conditions prevent access, that both parties will attempt to resolve such conditions as expeditiously as possible.
- 3.3. Not provide to CONTRACTOR any BIOSOLIDS which contain HAZARDOUS MATERIAL or are hazardous in accordance with 40 C.F.R. Part 261, other federal law, state law, or which contains a concentration of polychlorinated biphenyls equal to or greater than 50 milligrams per kilogram of total solids (on a dry weight basis).

- 3.4. Provide CONTRACTOR with at least three (3) weeks advance notice of when CUSTOMER desires for CONTRACTOR to remove BIOSOLIDS from the PLANT.
- 3.5. Indemnify, defend, and protect CONTRACTOR from and against all claims, damages, losses, costs, suits, settlements, causes of action, liabilities (INCLUDING WITHOUT LIMITATION STRICT LIABILITIES) fines, penalties, costs, and expenses (including but not limited to, investigation and legal expenses, and costs and expenses associated with Remedial Work) (collectively, CLAIMS) arising out of or in connection with any acts or omissions of CUSTOMER, or its employees, officers, directors, representatives, contractors, subcontractors, agents, or affiliates, or any licensee or invitee of the PLANT (other than CONTRACTOR), or CUSTOMER'S breach of any of its obligations under this AGREEMENT, or any violation of any applicable LEGAL REQUIREMENT by CUSTOMER or any of its employees, officers, directors, representatives, agents, contractors, subcontractors, or affiliates, or its licensees or invitees (other than CONTRACTOR) or any discrepancy in the character or composition of the BIOSOLIDS from the PLANT compared to analytical results, certifications or other information provided by CUSTOMER to CONTRACTOR.
- 3.6. From time to time, as requested by CONTRACTOR, review a list of proposed land application sites at which BIOSOLIDS from the PLANT may be applied, and select from such sites those sites to which CUSTOMER desires for its BIOSOLIDS to be applied, and such sites to which it does not desire its BIOSOLIDS to be applied. In the absence of specific designations by CUSTOMER, CUSTOMER agrees that it shall have been deemed to select any and/or all of such application as satisfactory locations for its BIOSOLIDS.
- 3.7. Notify the CONTRACTOR of operating changes or any other conditions that would reasonably be expected to affect the BIOSOLIDS handled by CONTRACTOR under this AGREEMENT.

4. INSURANCE

The CONTRACTOR shall maintain and provide the CUSTOMER evidence of insurance as follows:

- 4.1. Worker's Compensation meeting at least the minimum requirements of the laws of the State of Michigan, and Employer's Liability with a minimum single limit of \$1,000,000.
- 4.2. Commercial General Liability and Automobile Liability Insurance to include premises operations and subcontractors. Completed Operations and Contractual Liability are to be included under the Commercial General Liability coverage. The insurance policies

will have limits of no less than \$1,000,000.00 per occurrence and \$ 2,000,000.00 aggregate. CUSTOMER shall be named as an additional insured.

5. PAYMENT

The CONTRACTOR shall provide the CUSTOMER with an accounting of the ^{gallons} tons of BIOSOLIDS removed from the CUSTOMER'S PLANT. ~~CONTRACTOR will utilize certified weight scales approved by the CUSTOMER to measure tonnage of BIOSOLIDS removed from the CUSTOMER'S PLANT. The CUSTOMER will be provided with manifests and certified weight tickets for all loads removed by the CONTRACTOR.~~

- 5.1. The CONTRACTOR shall submit invoices once each month for SERVICES provided by CONTRACTOR, using the rates and the amounts agreed in Section 10 of this AGREEMENT. The CUSTOMER shall pay all invoices within 30 days after receipt of the invoice.
- 5.2. It is agreed that in the event of any dispute concerning invoice amount, CUSTOMER will pay undisputed invoice amounts within 30 days after receipt of the invoice.

6. RECORD KEEPING

The CONTRACTOR shall maintain records and submit summary reports to the CUSTOMER after each hauling event (as requested by CUSTOMER) and on an annual, cumulative basis. Reports shall include information regarding, but not be limited to:

- 6.1. Number of loads transported and applied with identification of utilization site(s).
- 6.2. Such other information as will reasonably allow CUSTOMER to fulfill its recordkeeping and reporting requirements under applicable LEGAL REQUIREMENTS.

7. NOTICES

Except as otherwise provided herein, any notice, demand or other communication shall be in writing and shall be personally served, sent by commercial courier service or prepaid registered or certified mail, or sent by telephonic facsimile delivery with confirmation thereof. Any such notice shall be deemed communicated upon receipt.

- 7.1. The following address is hereby designated as the legal address of the CONTRACTOR. Such address may be changed at any time by notice in writing delivered to CUSTOMER.

Synagro Central, LLC

7014 East Baltimore Street
Baltimore, MD 21224
(410) 284-4120
Fax: (410) 282-7466
Attention: Stephen R. Toft, Regional Vice President

With a copy to:

Joseph Page
General Counsel
Synagro Technologies, Inc.
1800 Bering Drive, Suite 1000
Houston, Texas 77057
(713) 369-1700
(713) 369-1750 (Fax)

- 7.2. The following address is hereby designated as the legal address of the CUSTOMER. Such address may be changed at any time by notice in writing delivered to CONTRACTOR.

Name: City of Portland City Hall
Street Address: 259 Kent Street
Mailing Address: Portland, MI 48875-1495
Phone Number: (517) 647-7531
Contact Person: Mr. Tom Dempsey, City Manager
Fax: (517) 647-2938

8. FORCE MAJEURE

Wherever the word "Force Majeure" is used, it should be understood to mean:

- 8.1. acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, blizzards and other adverse and inclement weather, fires, explosions, floods, acts of a public enemy, wars, blockades, insurrections, riots or civil disturbances;
- 8.2. labor disputes, strikes, Work slowdowns, or Work stoppages;
- 8.3. orders or judgements of any Federal, State or local court, administrative agency or governmental body, if not the result of willful or negligent action of the party relying thereon;
- 8.4. power failure and outages affecting the Premises; and
- 8.5. any other similar cause or event, including a change in law, regulation, ordinance or permit, provided that the foregoing is beyond the reasonable control of the party

claiming Force Majeure.

If, because of Force Majeure any party's cost is increased by more than 15% or any party hereto is rendered unable, wholly or in part, to carry out its obligations under this Contract, then such party shall give to the other party prompt written notice of the Force Majeure with reasonable full details concerning it; thereupon the obligation of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure. The affected party shall use all possible diligence to remove the Force majeure as quickly as possible, but his obligation shall not be deemed to require the settlement of any strike, lockout, or other labor difficulty contrary to the wishes of the party involved. If, because of Force Majeure Synagro's cost is increased then CUSTOMER agrees to increase the price paid to Synagro to cover those increased costs for the duration of the Force Majeure. However, if because of Force Majeure Synagro's cost is increased by more than 15% then CUSTOMER may suspend performance for the duration of the Force Majeure.

9. TERM

- 9.1. This AGREEMENT shall be effective from the EFFECTIVE DATE until the 30th day of June, 2014 (the INITIAL TERM). At the end of this term, this AGREEMENT may be extended on a yearly basis as mutually agreed in writing by both parties. Either party may terminate this AGREEMENT and shall have no further obligations to other under this AGREEMENT if (i) the other party fails to observe or perform any material covenant or agreement contained in this agreement for ten (10) business days after written notice thereof has been given to such other party or (ii) at any time upon the insolvency of the other party, or the institution by or against the other party of any proceeding in bankruptcy or insolvency or for the appointment of a receiver or trustee or for an assignment for the benefit of creditors.
- 9.2. CONTRACTOR may terminate this AGREEMENT at any time upon written notice to CUSTOMER and have no further obligation to CUSTOMER if:
 - 9.2.1. The CONTRACTOR is unable to utilize the BIOSOLIDS due to a change in any LEGAL REQUIREMENTS that renders the SERVICES illegal, or place such restrictions or requirements thereon so as to make the provision of the SERVICES cost prohibitive or to otherwise frustrate the commercial intent of this AGREEMENT.
 - 9.2.2. The BIOSOLIDS become unsuitable for land application by the CONTRACTOR by reason of (i) the act or omission of any third party or CUSTOMER, and through no fault of CONTRACTOR, or (ii) the condition of the BIOSOLIDS is materially inconsistent with the description and analysis, certifications or other information the CUSTOMER has provided to

the CONTRACTOR regarding the BIOSOLIDS, or (iii) CUSTOMER breaches its obligations hereunder regarding the quality of the BIOSOLIDS.

- 9.3. In the event of any change in federal, state or local law or regulation, or any change in any one of CONTRACTOR'S permits, which is implemented during the Term of this AGREEMENT and which results in a significant increase or decrease in the cost of performing the SERVICES, the CUSTOMER and CONTRACTOR agree to negotiate a mutually agreeable adjustment to that payment terms specified in this AGREEMENT. Should agreement not be reached, either party may terminate this AGREEMENT as specified in Article 9.

10. PRICE

- 10.1. Except as otherwise provided in this AGREEMENT, CUSTOMER will pay the following fixed prices for CONTRACTOR'S SERVICES hereunder for the duration of the INITIAL TERM of this Agreement

Loading, Transportation, Land Application and Agronomic Services

July 1, 2009 through June 30, 2011 = \$0.0415 cents per gallon

The per gallon unit rate also includes two (2) regular metals & nutrients biosolids sample per year. Additional samples shall be \$373.00 each.

FUEL SURCHARGE

The unit price for biosolids management beneficial use services for any given removal operation will be subject to the adjustment below depending on the weekly fuel price (based on the week biosolids removal commences) reflected by the United States Department of Energy's Energy Information Administration publication of Retail Prices for the Midwest United States in the On-Highway Diesel Fuel Price Table (Midwest – PADD 2).

Diesel Price \$/Gallon	% Increase to Contract Price
Below \$4.00	None
\$4.00 - \$4.099	1.0%
\$4.10 - \$4.199	2.0%
\$4.20 and above = 1% increase per each \$0.10 increase in price/gallon.	

(This information is available at their website <http://www.eia.doe.gov>).

(On-Highway Diesel Prices Table – Midwest Column)

10.2. Upon increases in CONTRACTOR'S costs due to changes in LEGAL REQUIREMENTS, CONTRACTOR may no more than once each anniversary year, request an increase in the fixed prices set forth hereunder, which shall be negotiated by the parties in good faith and be effective at the beginning of the next anniversary of the EFFECTIVE DATE. In addition, and beginning on July 1, 2011, the CONTRACTOR'S stated prices shall be increased annually consistent with the Consumer Price Index (CPI) for the closest metropolitan area to the PLANT. The annual CPI adjustment shall not exceed 3%. CPI adjustments shall not be negative. CPI adjustments shall automatically become effective the anniversary date of the EFFECTIVE DATE.

11. MISCELLANEOUS PROVISIONS.

11.1. **Assignment.** The CUSTOMER and/or CONTRACTOR shall have the right to assign this AGREEMENT in writing to any successor in interest, subject to the written approval of the other party, which approval shall not be unreasonably withheld. However, CONTRACTOR may assign its rights and duties to an affiliate or related party of CONTRACTOR.

11.2. **Governing Law.** THIS AGREEMENT AND ALL THE RIGHTS AND DUTIES OF THE PARTIES ARISING FROM OR RELATING IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY IT, SHALL BE GOVERNED BY, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN.

11.3. **Costs and Fees.** The prevailing party in any legal proceeding brought by or against the other party to enforce any provision or term of this AGREEMENT shall be entitled to recover against the non-prevailing party the reasonable attorneys' fees, court costs and other expenses incurred by the prevailing party.

11.4. **Consent to Breach Not Waiver.** No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other party shall constitute a consent to, waiver of, or excuse of any other different or subsequent breach.

11.5. **Severability.** If any term or provision of this AGREEMENT should be declared invalid by a court of competent jurisdiction, (i) the remaining terms and provisions of this AGREEMENT shall be unimpaired, and (ii) the invalid term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision.

11.6. **ENTIRE AGREEMENT.** THIS AGREEMENT HERETO CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WITH REGARD TO THE MATTERS SET FORTH HEREIN, AND IT SUPERSEDES ALL OTHER AGREEMENTS, PROPOSALS, AND REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH REGARD THERETO.

11.7. **Amendments.** This AGREEMENT may be amended from time to time only by an instrument in writing signed by the parties to this AGREEMENT.

11.8. **Counterparts.** This AGREEMENT may be executed in counterparts, which together shall constitute one and the same contract. The parties may execute more than one copy of this AGREEMENT, each of which shall constitute an original.

12. DEFINITIONS

12.1. "AUTHORIZATIONS" means all authorizations, permits, applications, notices of intent, registrations, variances, and exemptions, required for the removal, transportation and land application of BIOSOLIDS in compliance with all applicable LEGAL REQUIREMENTS.

12.2. "BIOSOLIDS" means sewage sludge meeting Class B pathogen requirements, vector attraction reduction requirements and pollutant concentrations (as defined by 40 CFR Part 503 and **State of Michigan** requirements for land application) that has been dewatered at CUSTOMER'S expense to a minimum of 20% solids concentration. Biosolids do not include any hazardous materials or substance and must be suitable for land application under the applicable law.

12.3. "ENVIRONMENTAL LAWS" means any AUTHORIZATION and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any GOVERNMENTAL AUTHORITY, now or hereafter in effect relating to HAZARDOUS MATERIALS, BIOSOLIDS, or the protection of the environment, health and safety, or a community's right to know, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, the Safe Drinking Water Act, the Clean Water Act, the Clean Air Act, the Emergency Planning and Community Right to Know Act, the Hazardous Materials Transportation Act, the Occupational Safety and Health Act, and any analogous state or local law.

12.4. "GOVERNMENTAL AUTHORITY" means any foreign governmental authority, the United States of America, any State of the United States of America, any local authority, and any political subdivision of any of the foregoing, and any agency, department, commission, board, bureau, court, tribunal or any other governmental authority having jurisdiction over this AGREEMENT, BIOSOLIDS, or COMPANY, HAULER, or any of their respective assets, properties, sites, facilities or operations.

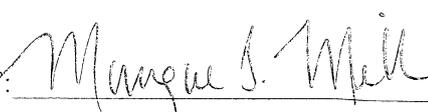
12.5. "HAZARDOUS MATERIALS" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under ENVIRONMENTAL LAWS, or as they become defined, listed, or regulated under ENVIRONMENTAL LAWS.

12.6. "LEGAL REQUIREMENT" means any AUTHORIZATION and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any GOVERNMENTAL AUTHORITY, now or hereafter in effect, including without limitation, ENVIRONMENTAL LAWS.

12.7. "REMEDIAL WORK" means investigation, monitoring, clean-up, containment, removal, storage, remedial or restoration work associated with HAZARDOUS MATERIALS or BIOSOLIDS.

IN WITNESS WHEREOF, the parties of this AGREEMENT have hereunto set their hands and seals, dated as of the day and year first herein written.

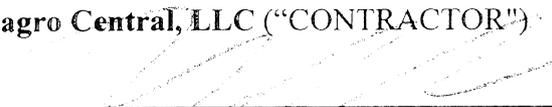
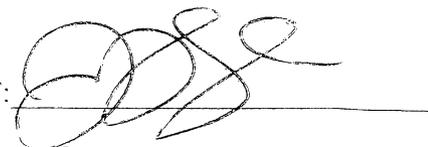
City of Portland, Michigan ("CUSTOMER")

By:  ATTEST: 

Name & Title: James E. Barnes, Mayor Name & Title: Monique I. Miller, City Clerk

Date: July 20, 2009

Synagro Central, LLC ("CONTRACTOR")

By:  ATTEST: 

Name & Title: Thomas J. Bintz, Vice President Name & Title: Jane J. Smith, Legal Assistant

Date: Sept. 14, 2009

This Agreement made and entered into as of this 1st day of July, 2015 by and between Contractor and Customer.

CUSTOMER	Customer Legal Name			
	City of Portland, MI-Portland Wastewater Treatment Plant			
	Street Address			
	259 Kent Street			
City / Town		County	State	Zip Code
Portland		Ionia	MI	48875-1495
CONTRACTOR	Synagro Legal Name			
	Synagro Central LLC			
	Street Address			
	435 Williams Court			
City / Town		State	Zip Code	
Baltimore		MD	21220	
Commencement Date			Expiration Date	
July 1, 2015			June 30, 2016	
<p>The "Term" of this Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement may be extended upon the mutual consent of the Parties. This Agreement and any extensions shall automatically renew on a year-to-year basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. If Contractor provides Contractor Services to Customer outside of the Term without another written agreement, then such services shall be deemed provided pursuant to the terms of this Agreement (other than the Term) and Customer's request for or acceptance of Contractor Services shall be deemed consent to the terms of this Agreement. No such provision of services by Contractor shall be deemed an agreement to provide any further services or extend the term of this contract for additional periods.</p>				
Customer Contact Name			Telephone #	
Doug Sherman			715-647-6926	
Street Number / P.O. Box			Fax #	
Address			Contact Person	
259 Kent Street			Doug Sherman	
			E-mail Address	
City / State			Zip Code	
Portland, MI			48875-1495	
FOR CUSTOMER:			Date	
Signature			July 1, 2015	
Name and Title				
FOR CONTRACTOR:				
Signature			Date	
Name and Title				

**Exhibit
B**

SCOPE OF SERVICES AND PRICING APPENDIX

Scope of Service.

Provide the necessary personnel and equipment to process and spread approximately 500,000 gallons of liquid biosolids utilizing three time per year removals. We will utilize a hydraulic pump for removal of the biosolids to tankers. Synagro will transport and transfer the biosolids to a farm tractor and pull tank for land application at approved sites. Synagro will maintain all records and provide all necessary reports to customer to meet all recordkeeping and reporting requirements under the applicable legal requirements.

Customer Materials.

Customer Materials shall consist of the following:

Customer will provide a suitable area for the pumping and loading of the biosolids as well as access to the pumping site.

Method of Delivery of Customer Materials. The Customer Material shall be delivered to Contractor in the following manner:

Synagro will pump the liquid biosolids from the WWTP plant to tankers for transport to a farm tractor and pull tank for land application.

"Customer Facility(ies) " shall mean the following locations where Customer Material(s) are generated or stored:

1. 600 Morse Drive, Portland, MI 48875

Contractor right to refuse loads. If trucks or containers are loaded by Customer or its agents, Contractor has the right to refuse loads that are not within legal weight restrictions, are defective, or are not filled to mutually agreed-upon minimums or maximums.

PRICE

The Agreement Price(s) shall be as follows:

RATE	QUANTITY	UNIT	SERVICE
\$0.0447	500,000	Gallon	Transport liquid biosolids from Customer Facility to permitted land and land-apply liquid biosolids
\$401.71	1	Test	Per test for metals and nutrients after the first 2
\$401.71	1	Test	Per set of 7 fecals tests

CPI. All Agreement Prices shall be adjusted as follows:

All Agreement Prices shall be adjusted annually beginning on July 1, 2017 based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Commerce, Bureau of Labor Statistics, for **Midwest** with the CPI immediately preceding the Commencement Date being the base index. Said adjustment shall apply to all fees contained herein, and shall be based on the following formula:

New Price = (Price Adjustment) x First Year Agreement Price

Price Adjustment = $1 + \left(\frac{\text{Current CPI} - \text{Base CPI}}{\text{Base CPI}} \right)$

CPI = All Areas, **Detroit** (SUUR0000SA0)

Base CPI = **April 2015**.

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable, as of the dates specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment. Price will remain the same for the first two years of the agreement.

Fuel Surcharge Adjustment

All Agreement Prices shall be adjusted monthly for a fuel surcharge (“Fuel Surcharge Adjustment”) to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration – **Midwest** is at, or exceeds, \$4.00 per gallon (Base Price).

The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – **Midwest** as published by the U.S. Department of Energy’s Energy Information Administration for **Midwest** and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month beginning with the second calendar month following the Commencement of Services and shall be adjusted as of the first day of each month. Fuel Surcharge Adjustment will then be applied as follows:

Diesel Price \$/Gallon - Note ¹	Fuel Surcharge Adjustment %
< \$(4.00)	None
Base Price to Base Price plus \$.049	0.5 %
Base Price plus \$0.05 to Base Price plus \$0.099	1.0 %
Base Price plus \$0.1 to Base Price plus \$.0149	1.5 %

For each \$0.05/gallon increase thereafter add 0.5%

EXAMPLE:

Base Price = \$4.00 / Gallon

Diesel Price \$/Gallon - Note ¹	Fuel Surcharge Adjustment %
≤ \$4.01 (Base Price)	None
\$4.02 - \$4.049	0.5 %
\$4.05 - \$4.099	1. %
\$4.10 - \$4.149	1.5 %

Note 1 - Fuel Rate based on DOE EIA monthly retail on-highway diesel prices (_____)

GENERAL TERMS AND CONDITIONS

1. Definitions. As used in this Agreement

A. "Affiliate" shall mean any Person which, directly or indirectly, owns or controls, or is under common ownership or control with, or is owned or controlled by, such Person.

B. "Agreement" shall mean this agreement, and each and every exhibit, appendix and schedule attached hereto, and by reference made part of this Agreement.

C. "Agreement Price(s)" shall mean any one or, collectively, all the prices to be paid by the Customer to Contractor for Contractor Services.

D. "Authorizations" means all authorizations, permits, applications, notices of intent, registrations, variances, and exemptions required for the removal, transportation and land application of Customer Materials in compliance with all Laws.

E. Agreement shall consist of the following documents which Customer acknowledges receiving copies of:

1. The Agreement
2. Scope of Service and Price Appendix
3. General Terms and Conditions

F. "Contractor Facility" shall mean a facility operated or controlled by Contractor or an Affiliate of Contractor.

G. "Contractor Services" shall be those services described in Scope of Service and Price Appendix.

H. "Customer" shall mean the entity identified as Customer in the first paragraph of this Agreement and its permitted successors and assigns.

I. "Customer Material(s)" shall mean the materials generated by or stored at the Customer's Facility which are described in Scope of Service and Price Appendix, Section A. 2. and meet(s) the requirements set forth in Appendix 2.

J. "Governmental Authority" means any governmental authority including the United States of America and any State, local authority, political subdivision, agency, department, commission, board, bureau, court, tribunal having jurisdiction over this Agreement, Customer Material(s), or Contractor, Customer, or Customer Facility.

K. "Hazardous Materials" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under Laws.

L. "Intended Use" shall mean any use, placement or disposal of Customer Materials pursuant to this Agreement including by example, land application, composting, deposit in landfill, or incineration.

M. "Laws" means any Authorization and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any Governmental Authority, now or hereafter in effect.

N. "Non-Conforming Material(s)" shall mean material(s) which (i) fail(s) to meet the description or characteristics described in Appendices 1 and/or 2, or (ii) are Hazardous Materials, or (iii) contain a concentration of polychlorinated biphenyls equal to or greater than 50 milligrams per kilogram of total solids (on a dry weight basis)

O. "Party" shall mean either Customer or Contractor; "Parties" shall mean Customer and Contractor.

P. "Person" shall mean any partnership, corporation, Governmental Authority, trust or legal entity, as well as a natural person.

Q. "Term" shall mean the term of this Agreement including any extensions, as provided for in the Agreement.

3. Services. Contractor shall provide Contractor Services to Customer.

4. Price and Adjustments.

A. The Agreement Price(s) for Contractor Services is set forth in Scope of Services and Price.

B. Contractor will have no duty to handle Non-Conforming Materials unless Customer and Contractor mutually agree to terms including cost for the handling of such Non-Conforming Materials on a case-by-case basis. If Contractor discovers material is Non-Conforming after it takes possession, then Customer shall reimburse all costs and expenses of Contractor in handling such Non-Conforming Material until Customer arranges for removal and transportation of such Non-Conforming Material for appropriate processing and disposal, plus 10% of such costs and expenses.

5. Ownership of Materials. Customer shall retain all title to and ownership of the Customer Material and Non-Conforming Materials.

6. Rejection or Revocation of Acceptance of Materials.

A. Contractor shall have the right to reject any Non-Conforming Material prior to taking possession or revoking its acceptance after taking possession of any Non-Conforming Material, provided that Contractor notifies Customer by telephone or in writing of such rejection of Non-Conforming Materials promptly upon Contractor's discovery thereof. Any such notice of rejection not given initially in writing shall be promptly confirmed in writing to Customer. Contractor shall provide Customer with the documentation used to identify Customer Materials as Non-Conforming, and Customer shall have the right to re-test the Customer Materials.

B. Within twenty-four (24) hours after receipt of notice of rejection of Non-Conforming Material (or such longer period provided that Customer is acting with due diligence). Customer shall in accordance with Laws, arrange for and pay all costs associated with the testing, removal and transport of such Non-Conforming Material for appropriate processing and disposal. If Customer fails to remove Non-Conforming Material(s) within 10 business days of the date Customer is notified by Contractor, then Contractor shall have the right, but not the obligation, to remove, store, handle, transport, store, process and dispose of Non-Conforming Materials and Customer shall reimburse Contractor for all costs and expenses associated therewith, plus 10% of such costs and expenses.

C. Nothing in this section shall be construed to limit Customer's obligation to indemnify Contractor.

7. Change in Conditions Affecting Quality of Materials.

Customer shall immediately notify Contractor of changes or irregularities related to the creation, processing or conditions that would reasonably be expected to affect the quality, character or composition of Customer Materials. Customer shall promptly furnish to Contractor any information regarding known or suspected changes in the composition or characteristics of the Customer Materials.

8. Record Keeping. Contractor shall maintain records of the Contractor Services to the extent Contractor is required by Law, and further, shall maintain records to the extent specifically set forth in Scope of Services and Price. Customer shall maintain records to the extent Customer is required by Law. Customer shall keep and maintain records showing all data necessary for computation of the invoiced amounts during the term of the Agreement and for eighteen (18) months after the termination of the Agreement. Customer shall, upon reasonable notice from Contractor, allow Contractor to inspect and copy all records reasonably necessary for Contractor to compute the amounts to be invoiced.

9. Terms of Payment. Customer shall pay Contractor the full amount due under any invoice within thirty (30) days of the date of the invoice. Any invoice amount not paid in full within thirty (30) days of the date of the invoice shall bear interest at the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum legally permissible interest rate on any unpaid balance thereof. Interest shall be computed from the date of the invoice.

10. Default Termination.

A. In the event a Party seeks to terminate this Agreement because the other Party has failed to perform one or more of its material obligations hereunder, then the non-defaulting Party shall give a default notice to the defaulting party. Such default notice shall list with reasonable detail the nature of the default. Unless otherwise stated in Subsection B below, a defaulting Party shall have a right to cure a default within 10 days. If the defaulting Party fails to cure the default within 10 days after the receipt of the default notice, then this Agreement may be terminated by the non-defaulting party by delivery of notice of termination, effective on the termination date stated in such termination notice.

B. Notwithstanding any provision herein to the contrary, Contractor may immediately terminate this Agreement upon notice to Customer if:

- (i) Customer fails to make full payment within 30 days of any invoice date;
- (ii) there is a change in or to the interpretation of any Laws which increases Contractor's risk or cost, or which would serve to delay Contractor's performance of Contractor Services;
- (iii) Contractor reasonably determines that performance of Contractor Services will cause personal injury, damage to a Party's facilities, equipment or operation, or will cause Contractor to be in violation of Laws, or

will produce or cause to be produced a process byproduct that is classified as Hazardous Material(s), or

- (iv) Customer fails to provide the NANI or NANI Equivalent as provided for in Section 29 A.4.b. of this Agreement

11. Indemnification.

A. Contractor shall defend, indemnify and hold harmless omer, its directors, officers and agents from and against any and claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by Contractor's negligence or breach of this Agreement. If any such suits, actions or proceedings are threatened or commenced, Customer shall promptly notify Contractor.

B. Customer shall defend, indemnify and hold harmless Contractor, its partners, directors, officers, employees and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expense of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent they arise out of: (i) Customer's failure to comply with any of its obligations under this Agreement; (ii) Customer's delivery of Non-Conforming Material to Contractor; (iii) Contractor's acceptance, handling, use or application of Non-Conforming Material, and (iv) any other negligent act or omission or willful misconduct by Customer. If any such suits, actions or proceedings are threatened or commenced, Contractor shall promptly notify Customer.

12. Access. Customer shall provide Contractor access to Customer Facility(ies) as and when requested by Contractor in order to provide Contractor Services. Customer shall bear all costs or fees associated with providing access to Contractor.

13. Compliance with Laws. Unless otherwise specifically provided in this Agreement, Contractor shall comply with Laws directly regulating Contractor Services and Customer shall comply with all Laws imposed upon.

14. Physical Damage Responsibility; Insurance.

A. Contractor shall provide workers compensation insurance for its employees providing services under this Agreement in accordance with applicable law.

B. Contractor shall provide commercial general liability insurance to cover the liabilities of Contractor arising out of the Contractor Services with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to Contractor and Customer, or ten (10) days' notice in the event that such coverage is cancelled for non-payment. Contractor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof. Said certificate shall name Customer as an additional insured.

C. Contractor shall provide general liability and property damage insurance to cover the liabilities of Contractor arising out of the use of vehicles in in the performance of Contractor Services with a combined single limit of one million dollars (\$1,000,000), with an umbrella policy of five million dollars (\$5,000,000).

15. Force Majeure. Neither Party shall be liable to the other Party for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes (except any strikes involving a Party's personnel), orders or judgments of any Federal, State or local court, administrative agency or governmental body, accidents and Acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.

Representation of Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver and perform this

Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

17. Survival of Obligations. Notwithstanding the expiration or sooner termination of this Agreement, any duty or obligation which has been incurred and which has not been fully observed, performed and/or discharged, and any right, conditional or unconditional, which has been created and has not been fully enjoyed, enforced and/or satisfied, shall survive such expiration or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.

18. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and verbal, between the Parties with respect to the subject matter hereof.

19. Amendments. This Agreement may be amended from time to time only by an instrument in writing signed by the Parties to this Agreement.

20. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same contract. The Parties may execute more than one copy of this Agreement, each of which shall constitute an original.

21. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties thereto and their successors and permitted assigns. The Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that Contractor may assign performance and/or collection to an Affiliate of Contractor without the consent of Customer.

22. Modification. This Agreement may not be amended, altered or modified except in writing signed by the Parties hereto. No waiver by either Party of any breach by the other Party of any provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of any different provision of this Agreement. No course of conduct or series of dealings shall constitute a waiver hereunder.

23. Governing Law, Venue Selection. This Agreement shall be governed by and construed under the laws of the State of Michigan.

24. No Third Party Liability. Neither this Agreement nor any Subcontract is intended to give rise to or recognize any third party beneficiary to this Agreement.

25. Partial Invalidity. If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

26. Consent to Breach Not Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by the other Party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.

27. Notice. Except as otherwise specifically provided in this Agreement, all notices must be given in writing sent by recognized overnight courier or registered or certified US mail, postage prepaid, return receipt requested, addressed listed on the first page and with an additional copy of any notice to Contractor sent to:

435 Williams Court, Suite 100
Baltimore, MD 21220
Attn: Legal Manager

Notice shall be sent to the referenced persons and addresses unless the Parties are otherwise notified in writing of a change in the name or address of the person to be notified.

28. Consequential Damages. In no event shall Contractor, its affiliated corporations and Affiliates or its and their directors, officers, employees or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, suffered or incurred by Customer or any of its agents or contractors as a result of Contractor's performance or non-performance of services pursuant to this Agreement. In no event shall Contractor's liability hereunder exceed the value of the payments to Contractor under this Agreement, regardless of legal theory.

29. Drafting Responsibility. Neither Contractor nor Customer shall be considered the drafter of this Agreement, and any ambiguities herein shall not be construed against either Contractor or Customer, both having participated in the drafting of this Agreement

29. Customer Materials. Customer represents and warrants the following with respect to the quality of Customer Materials:

A. Biosolids.

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.

2. Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.

3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.

4. Land Application of Biosolids. If land application is an Intended Use of Customer Materials, the following shall apply:

a. Customer agrees to provide Contractor with Customer Materials that meet federal, state and local land application criteria at the time they are released to Contractor. Where Contractor Services include pathogen reduction requirements and/or vector attraction reduction, Customer is not obligated to meet pathogen and/or vector attraction reduction requirements.

b. Customer shall provide Contractor documentation that Customer's biosolids meet 40 CFR PART 503, state and local land application quality criteria with respect to the three biosolids quality criteria (i.e. metals content, pathogen reduction requirements, and vector attraction reduction requirements) unless Contractor has specifically agreed otherwise as part of the Contractor Services described below. This information is to be supplied to Contractor using a Notice and Necessary Information ("NANI") form or NANI Equivalent within 45 days after the end of the Customer's monitoring period based on the biosolids testing frequency in 40 CFR 503.16. "NANI Equivalent" shall mean lab results which clearly show the three biosolids quality criteria are met (e.g. metal test results, fecal coliform test results, SOUR test results). If Customer has more than one Customer Facility, a NANI Form or NANI Equivalent is required for each Customer Facility at which Contractor Services are being provided. If Customer uses more than one treatment process within Customer Facility, (for example, customer produces anaerobically digested and lime stabilized biosolids) a NANI form or NANI Equivalent is required for each treatment process used by the Customer. If Customer has stored biosolids in more than one location/structure within Customer Facility produced over different time periods or tested separately due to its unique characteristics or Customer's desired sampling program, a NANI form or NANI Equivalent are required for each Customer Facility storage location/structure. Contractor shall have the right to rely upon any information or certification provided by Customer and shall not have any independent duty to investigate or inquire regarding the subject matter of Customer's certification or of the information which Customer provides to Contractor. Where Contractor Services include pathogen reduction requirements, the NANI Form or NANI Equivalent provided Customer is not required to document compliance with pathogen reduction requirements by Law. Where Contractor Services include vector attraction reduction, the NANI Form or NANI Equivalent provided by Customer is not required to document compliance with vector attraction reduction requirements.

c. If Customer fails to provide the NANI Form or NANI Equivalent when required by Law, Contractor shall have the immediate right, but not the obligation, to suspend or terminate Contractor Services or this Agreement. Customer shall be liable for all additional costs and expenses arising out of such suspension or termination.

d. Contractor will land apply Customer Materials based on the most current NANI Form or NANI equivalent test results provided to the Contractor.

5. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements

B. Industrial Residuals:

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.

2. Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.

3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.

4. Cadmium. Customer will provide Contractor with the total cadmium (Cd) concentration of the residuals in milligrams per kilograms (mg/kg) dry weight with the frequency required by Laws.

5. Disease Vectors. Customer Materials shall not attract disease vectors that endanger public health.

6. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements.

C. Additional Customer Materials (if any):

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 15-52

A RESOLUTION APPROVING THE MICHIGAN PUBLIC POWER AGENCY'S (MPPA) RECOMMENDATION FOR THE CITY'S BOARD OF LIGHT AND POWER TO JOIN THE LANDFILL SERVICE COMMITTEE

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

WHEREAS, the MPPA has established a new committee named the Landfill Service Committee and has recommended that the City's Board of Light and Power join the committee. This new service committee will be studying a potential ownership opportunity involving a landfill gas plant; and

WHEREAS, at its regularly scheduled meeting on June 30, 2015, the Board of Light and Power passed a recommendation to City Council to join the Landfill Service Committee as recommended by the MPPA, a copy of a letter from Electric Superintendent, Mike Hyland is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council hereby approves the Michigan Public Power Agency's (MPPA) recommendation for the City's Board of Light and Power to join the Landfill Service Committee as recommended by Board of Power and Light, a copy of a letter from Electric Superintendent, Mike Hyland 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: July 20, 2015

Monique I. Miller, City Clerk

Mike Hyland

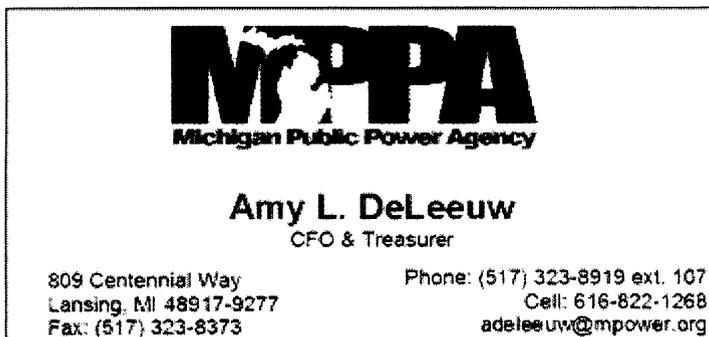
From: Amy DeLeeuw [ADeleeuw@mpower.org]
Sent: Thursday, June 18, 2015 3:04 PM
To: Bill Cook; Charlene Hudson; chxselect@cityofcharlevoix.net; David Walters (dwalters@ghblp.org); dgkoster@hollandbpw.com; 'George Stojic'; Greg Pierce; John P. Hanifan (jhanifan@city-chelsea.org); Kurt Giles; Mike Robbins (mrobbins@petoskey.us); MikeHyland@portland-michigan.org; pnewton@baycitymi.org; Scott Poyer (spoyer@cityofeatonrapids.com); srickard@ci.hart.mi.us; Tim Arends; Tom B. Richards; Marq TSR. tcarpenter; Tom Richards (citymanager@cityofharborsprings.com)
Cc: Shawn Barrett; Andrea Horstmanshof; Yvonne Newborn; Ben Rowland; Peter Schimpke; Brent Henry
Subject: Landfill Service Committee (LFSC)

Good afternoon Commissioners,

Yesterday, in the Board of Commissioner's meeting, we elected to open a new Landfill Service Committee for the purpose of studying a new ownership opportunity in partnership with Bob Evans.

Please let me know if you are interested in participating in this new service committee. As of now, any charges to the account will be split democratically across all parties.

Thanks!
amy



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7/13/2015

PORTLAND CITY COUNCIL

Ionia County, Michigan

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

RESOLUTION NO. 15-53

A RESOLUTION APPROVING THE PURCHASE OF A NEW POLICE VEHICLE

WHEREAS, the Portland Police Department maintains a fleet of three vehicles and in order to keep them in good working condition, a new vehicle is typically purchased every two years, resulting in 6 years of usage; and

WHEREAS, the Chief of Police budgeted for a new police vehicle for the 2015-2016 FY and is requesting authorization to purchase a 2016 Ford Police Interceptor Utility Vehicle in the amount of \$28,935.00, a copy of the invoice is attached as Exhibit A;

WHEREAS, the City Manager recommends that the retired police vehicle be repurposed for use by other city departments; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves and authorizes the purchase a 2016 Ford Police Interceptor Utility in the amount of \$28,935.00, a copy of the invoice is attached as Exhibit A.
2. The City Council approves the repurposing of the retired police vehicle to be used by other city departments.
3. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: July 20, 2015

Monique I. Miller, City Clerk

Signature Ford, L-M

1960 E Main Street
Owosso, MI 48867
888-92-FLEET fax 517-625-5832

Invoice No. 8174Q

INVOICE

Customer

Name City of Portland
Address 773 E. Grand River Ave.
City Portland State MI ZIP 48875
Phone 517-647-2934 Attn: Chief Jim Knobelsdorf

Date 7-6-2015
Order No. Letter
Rep Bill Campbell
FOB Owosso, MI

Qty

Description

Unit Price

TOTAL

Bid requires payment within 10 days of delivery or \$8.00 a day from 10th day from delivery date will be Charged.

1

2016 FORD POLICE INTERCEPTOR UTILITY AWD
VIN: 1FM5K8AR5GGA19121

\$28,935.00

\$28,935.00

RECEIVED BY AND DATED:

Payment Details

- Cash
 Check
 Credit Card

Name

CC #

Expires

SubTotal	\$28,935.00
Shipping & Handling	\$0.00
Taxes MI	\$0.00
TOTAL	\$28,935.00

Office Use Only

1.5% due if not paid within 10 days from delivery of vehicle

Thank You for you order

Exhibit

A

PURCHASE ORDER

CITY OF PORTLAND

259 KENT STREET • PORTLAND, MICHIGAN 48875 • (517) 647-7531

TO Signature Ford
1960 E. Main St.
Owosso, MI 48867

SHIP TO _____

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.	
7/6/15						
QUANTITY	DESCRIPTION				PRICE	AMOUNT
	New Police Vehicle 6061-441-977.001					28,935

NOT FOR RESALE FOR RESALE TAX NUMBER _____ AUTHORIZED SIGNATURE _____

ORIGINAL

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 15-54

**A RESOLUTION APPROVING A BID FROM GL CONCRETE FOR
SIDEWALK & CURB REPLACEMENT**

WHEREAS, the City of Portland sustained heavy damage to many sidewalks and curbs as a result of the tornado on June 22, 2015; and

WHEREAS, DPW Foreman, Ken Gensterblum sought bids and received a bid of \$6,800.00 from GL Concrete to perform this work, a copy of which is attached as Exhibit A; and

WHEREAS, DPW Foreman, Ken Gensterblum and the City Manager recommends that City Council approve the proposal from GL Concrete to perform this work.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the bid from GL Concrete for \$6,800.00 for the work outlined in 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: July 20, 2015

Monique I. Miller, City Clerk

259 Kent Street
Portland, Mich 48875
7/5/15

CL

PROPOSAL

PROPOSAL NO.
SHEET NO.
DATE 7/5/15

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME CITY OF PORTLAND	ADDRESS
ADDRESS 259 KENT STREET	CITY, STATE PORTLAND, MICH 48875
CITY, STATE PORTLAND, MICH 48875	DATE OF PLANS
PHONE NO.	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

**LABEL AND MATERIALS FOR 510' OF 4" X 4" SIDEWALK,
400' OF 3" X 4" SIDEWALK, AND 40' OF 2" X 4" SIDEWALK**

**ALL SIDEWALKS ARE TO BE LAYED AT 2" BELOW
AT THE STREET AND 2" BELOW AT THE CURB**

**ALL CURBS TO BE FINISHED AND 2" BELOW
THE FINAL GRADE**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Dollars (\$ **6,800.00**)

with payments to be as follows

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted: **GREGG LEFKO**
Per: **[Signature]**

Note - This proposal may be withdrawn by us if not accepted within **90** 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. Payments will be made as outlined above.

SIGNATURE _____

DATE _____



PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 15-55

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

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

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

Economic Development Corporation
-Doug Abel to a term expiring June 30, 2016

Planning Commission
-Brian Grapentien to a term expiring June 30, 2018

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council confirms the Mayor's appointments as set forth above.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: July 20, 2015

Monique I. Miller, City Clerk

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, July 6, 2015

In Council Chambers at City Hall

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Clement, and Baldyga; City Manager Gorman; City Clerk Miller; DDA/Main Street Police Chief Knobelsdorf; Interim DDA Director Perry; Eric Proctor

Guests: Kathy Parsons; Janice & Mike Courter, Tim Fuller, Ron Nelson, Al & Char Lazette; Doug DeVries, Ionia County Emergency Management Coordinator; Paul Starr of I'm a Beer Hound; Tom Thelen of the Review & Observer; Members of the Media

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

Motion by Clement, supported by Fitzsimmons, to appoint Robert Baldyga to fill the vacant council seat vacated by Kyle Butler.

Yeas: Clement, Fitzsimmons, VanSlambrouck, Barnes

Nays: None

Adopted

City Clerk Miller swore in Council Member Baldyga.

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

Yeas: VanSlambrouck, Fitzsimmons, Clement, Baldyga, Barnes

Nays: None

Adopted

Under Public Comment, Eric Proctor introduced Paul Starr of "I'm a Beer Hound" who is one of the organizers of the Beerfest on the Bridge who provided information about the event that is scheduled to be held on Saturday, August 1, 2015 from 3:00 – 8:00 P.M. on the historic Veteran's Bridge on Bridge Street. This is a beer tasting event that will feature 14 breweries and cideries.

Under the City Manager Report, City Manager Gorman gave a report on the tornado that struck Portland at approximately 2:15 P.M. on June 22, 2015. Fortunately, there was no loss of life although there was heavy damage to the community. The City is also fortunate to have much of its electric infrastructure underground so there was little to no loss of electricity and no downed power lines which aided in the quick cleanup of brush and debris.

The City requested and was granted a Local State of Emergency a few hours after the event which was good for 7 days. A 14-day extension was also requested and granted for administrative purposes to evaluate the need for assistance and funding. Today, July 6, 2015 Governor Snyder signed a Declaration of Disaster for Portland which will provide for some reimbursement of funds to aid in the cost of cleanup from the tornado. Preliminary estimates to the City for cleanup costs and repairs to City structures total

approximately \$248,000 of which approximately \$98,000 will be reimbursable through insurance monies. Today's declaration by the Governor makes the City eligible for up to \$100,000 in aid from the State.

City Manager Gorman also reported that ADM Alliance Nutrition will begin demolition of the silos on the corner of Grand River Ave. and Divine Hwy. on Monday, July 13, 2015. For safety reasons all lanes on Divine Hwy. will be closed during the 3-week demolition process. Emergency vehicles will use the back of the ADM Alliance Nutrition property for access to those areas accessed by the detour route that will be posted by the Ionia County Road Commission.

City Manager Gorman also reported that The WODA Group was awarded funding by MSHDA for its redevelopment project of Old School Manor at 306 Brush St. The next step is to consider the environmental issues and other matters before work can begin. Preliminary plans call for construction to begin in October. This project will potentially be a \$6-7 million investment in the community.

Under New Business, the Council considered Resolution 15-49 to impose a moratorium on the enforcement of Section 42-306 (c)(2) of the City of Portland Zoning Ordinance to accommodate reconstruction in the City after the destruction caused by the tornado on June 22, 2015. This section currently states that non-conforming structures be brought into compliance when being rebuilt after being destroyed by an act of God.

City Manager Gorman stated that the proposed moratorium would allow reconstruction of structures in the same building footprint for a period of 90 days. If needed the moratorium can be extended.

Mayor Barnes stated that he had spoken with Planning Commission Chair Grapentien and he stated his pleasure with the consideration of this moratorium under the current circumstances.

Motion by Fitzsimmons, supported by Baldyga, to approve Resolution 15-49 to impose a moratorium on the enforcement of Section 42-306(c)(2) of the City of Portland Zoning Ordinance to accommodate reconstruction in the City.

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Clement, Barnes

Nays: None

Adopted

Charlene Lazette of 134 S. Grant St. asked for clarification of the moratorium and the time frame for obtaining permits for demolition and reconstruction.

There was discussion.

It was clarified that a property owner, after filing for the proper permits, will be allowed to demolish and rebuild a structure damaged by the tornado on June 22, 2015 in the same footprint as previously constructed.

The Council considered Resolution 15-50 to approve Pay Request No. 4 to the Michigan Department of Transportation (MDOT) for work performed on the Cutler Road Project in the amount of \$121,651.16. The City Engineer on the project has reviewed the pay request and is recommending its approval.

Motion by VanSlambrouck, supported by Clement, to approve Resolution 15-50 approving Pay Request No. 4 to the Michigan Department of Transportation for work performed on the Cutler Road Project.

Yeas: VanSlambrouck, Clement, Fitzsimmons, Baldyga, Barnes

Nays: None

Adopted

Motion by Clement, supported by Baldyga, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on June 15, 2015, payment of invoices in the amount of \$327,700.03 and payroll in the amount of \$241,910.60 for a total of \$569,610.63. Purchase orders to Fleis & VandenBrink in the amount of \$12,617.32 for Kent Street engineering services, Timber Tree Service in the amount of \$31,085.00 for tornado cleanup, Cook Brothers Excavating in the amount of \$36,842.50 for tornado cleanup, and Hydaker-Wheatlake Co. in the amount of \$31,957.36 for tornado cleanup were included.

Yeas: Clement, Baldyga, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

Under City Manager Comments, City Manager Gorman commented that the 4th of July was well attended and was a great celebration of the community of Portland.

He further stated that the DPW continues to pick up brush placed in the curb lawn. Residents can also place brush on the piles near the horse arena at the Bogue Flats area.

City Manager Gorman also stated the Portland Community Fund Association is providing grants to properties in the Portland School District that incurred damage as a result of the tornado. Grant applications are due by July 15, 2015.

Under Council Comments, Mayor Pro-Tem VanSlambrouck thanked the community volunteers for their assistance in the tornado recovery efforts. He also thanked Team Rubicon for their efforts in assisting the community of Portland.

Mayor Pro-Tem VanSlambrouck further stated that the VFW 4090 will host a community benefit on Saturday, July 11th from 3:00 to 8:00 P.M.

Mayor Barnes also expressed his appreciation to Team Rubicon for their assistance in harnessing the volunteer efforts in Portland. They were amazed at the cleanup effort that had already taken place when they arrived in the community. He further expressed his thankfulness that no one was seriously injured by the tornado.

Council Member Clement commended Portland resident Amy Kahn for creating the “Portland Strong” Facebook page which had a tremendous impact in organizing the volunteer efforts in the community.

Council Member Baldyga thanked the Council for their support in appointing him to serve on the City Council. Further, he echoed the sentiments of the other Council Members in regard to the amazing community effort following the tornado. His home was one of the ones damaged by the tornado.

Council Member Fitzsimmons commented on the amazing effort by the employees of the City. There was a quick response by all departments.

Mayor Barnes stated that he is proud of the City employees and City Manager Gorman and that he appreciates the effort made by everyone.

Doug Devries, Emergency Management Coordinator for Ionia County, commented on the incredible staff in place in the City of Portland. He further stated the recovery is moving quickly, the focus now will be on aiding the long-term recovery.

Motion by Clement, supported by VanSlambrouck, to adjourn the regular meeting.

Yeas: Clement, VanSlambrouck, Fitzsimmons, Baldyga, Barnes

Nays: None

Adopted

Meeting adjourned at 7:43 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the July 6, 2015 City Council Meeting

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, Clement, and Baldyga; City Manager Gorman; City Clerk Miller; DDA/Main Street Police Chief Knobelsdorf; Eric Proctor

Approval of Resolution 15-49 to impose a moratorium on the enforcement of Section 42-306(c)(2) of the City of Portland Zoning Ordinance to accommodate reconstruction in the City.

All in favor. Approved.

Approval of Resolution 15-50 approving Pay Request No. 4 to the Michigan Department of Transportation for work performed on the Cutler Road Project.

All in favor. Approved.

Approval of the Consent Agenda.

All in favor. Approved.

Adjournment at 7:43 P.M.

All in favor. Approved.

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

Monique I. Miller, City Clerk

CITY OF PORTLAND INVOICE REGISTER

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
AECOM TECHNICAL SERVICES	01810	PORTLAND DAM FERC MONITORING-ELECTRIC	3,090.84
ALTEC INDUSTRIES, INC.	00016	ADJUST UNIT 410 COMPUTER - ELECTRIC	219.00
CITY OF EATON RAPIDS	MISC	STORM ASSISTANCE - GENERAL ADMINISTRATION	757.70
ALTEC INDUSTRIES, INC.	00016	REPAIR TWO HYD CYLINDERS ON UNIT 405 - ELECTRI	9,146.26
AMERICAN RENTALS, INC.	00017	PORTABLE TOILETS 0 THOMPSON FIELD, TWO RIVERS	164.00
CHROUCH COMMUNICATION, INC.	00082	MAINTENANCE CONTRACTS - ELECTRIC	78.00
CONSUMERS ENERGY	00095	GAS - ELECTRIC	19.50
MICHIGAN STATE UNIVERSITY	01428	DARE ANNUAL CONFERENCE - POLICE	100.00
JEROME J. GALLAGHER, PH.D., LLC	MISC	PSYCH EVAL - POLICE	425.00
EJ USA INC	02368	FOOD GRADE GREASE - WATER	32.36
FAMILY FARM & HOME	01972	HAND TRUCK HOSS - ELECTRIC	69.99
FAMILY FARM & HOME	01972	SUPPLIES - CEMETERY AND PARKS	56.96
FOSTER BLUE WATER OIL, LLC	02301	DIESEL FUEL - MOTOR POOL	360.04
GLASS MASTERS OF PORTLAND	00165	WINDSHIELD & LABOR - MOTOR POOL	224.10
GRANGER CONTAINER SERVICE	00175	REFUSE - WASTE WATER	152.58
GRANGER CONTAINER SERVICE	00175	REFUSE - REFUSE	2,194.45
GRANGER CONTAINER SERVICE	00175	BAG TAGS SOLD - REFUSE	7,498.96
GROSS MACHINE SHOP	00180	HINGES REPAIR - PARKS	30.50
HOLLAND BOARD OF PUBLIC WORKS	MISC	MUTUAL AID WORK - ELECTRIC	2,516.04
HYDROCORP	02340	INSPECTION & REPORTING CONTRACT - WATER	380.00
IONIA MONTCALM BAR ASSOCIATION	MISC	2015 - 2016 YEAR DUES - CITY MANAGER	40.00
KENDALL ELECTRIC	00225	STREET LIGHT BULBS - STORM - ELECTRIC	416.72
KEUSCH SUPER SERVICE	00228	TIRE REPAIR - ELECTRIC	20.00
MCFADDEN LAW OFFICE PLLC	02299	JUNE LEGAL SERVICES - GENERAL & POLICE	115.00
MHR BILLING	01780	BILLING CHARGES FOR EMS - AMBULANCE	1,062.00
MICHIGAN.COM	02336	JUNE LEGAL NOTICE - GENERAL & WATER	1,086.02
MODEL FIRST AID SAFETY/TRAINING	00313	RESTOCK FIRST AID CABINET - ELECTRIC	63.35
POWER LINE SUPPLY COMPANY	00389	FR BIBS - ELECTRIC	210.00
MARK SPOHN	02110	MOWING CHARGES RED MILL - COMMUNITY PROMOTIONS	345.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
MICHIGAN COMPANY, INC.	00273	LEMON DISINFECTANT - CEMETERY	34.70
MICHIGAN COMPANY, INC.	00273	SUPPLIES - CEMETERY	428.35
MIRACLE RECREATION EQUIPMENT CO.	01706	PARTS FOR SWING SET - PARKS	599.00
MODEL FIRST AID SAFETY/TRAINING	00313	FIRST AID SUPPLIES	76.14
MORROW ROOFING INC.	MISC	ROOF REPAIRS STORM - GENERAL	285.00
MUNICIPAL SUPPLY CO.	00324	X-LARGE GLOVES - WATER	38.95
NYE UNIFORM CO.	00338	UNIFORMS - POLICE	290.70
PHYSIO-CONTROL INC.	01743	LIFPAK MAINTENANCE REPAIRS - AMBULANCE	3,761.00
PURITY CYLINDER GASES, INC.	00380	QUARTERLY CYLINDER RENT - AMBULANCE & MOTOR PO	501.83
RESCO	00392	STORM SUPPLIES USED AND REPLENISHED - ELECTRIC	1,783.85
RESCO	00392	SQUIRREL GUARDS - ELECTRIC	82.00
RESCO	00392	STORM SUPPLIES & REPLACEMENT - ELECTRIC	1,167.75
SIGNATURE FORD, L-M	01854	NEW POLICE VEHICLE - MOTOR POOL	28,935.00
SPRINT	00859	MONTHLY DATA & CELL PHONE PLAN - POLICE	117.73
STEVE'S METER SERVICE	00442	TEST & REPAIR/REPLACE METER - ELECTRIC	305.00
MICHIGAN STATE POLICE	00275	SEX OFFENDER REGISTRY - POLICE	90.00
TIMBER TREE SERVICES LLC	01817	REMOVAL OF TREE STORM DAMAGE - GENERAL	1,000.00
UTILITY CONSULTING GROUP, LLC	00465	CALCULATE PCA FACTOR - ELECTRIC	225.00
VISCO	00793	GLOBES STORM DAMAGE - ELECTRIC	7,440.00
FLEIS & VANDENBRINK	00153	ADM ON SITE MEETING & RECOMMENDATIONS - GENERA	431.44
SPARROW OCCUPATIONAL HEALTH	00340	PHYSICAL - POLICE	103.50
ALTEC INDUSTRIES, INC.	00016	REPAIRS TO DIGGER - ELECTRIC	689.99
DELTA MOBILE TESTING	00117	ANNUAL DIELECTRIC TESTS - ELECTRIC	1,050.00
CULLIGAN	02130	3 BOTTLES OF WATER - POLICE	17.50
TOM'S FOOD CENTER	00452	SUPPLIES - VARIOUS DEPTS	1,422.96
CITY OF PORTLAND-PETTY CASH	00701	POSTAGE, MILEAGE REIB - GENERAL, CEM, REC LOC	227.49
WEX BANK	02181	FUEL - ELECTRIC, MTR POOL	4,578.79
CINTAS-725	00083	UNIFORM & RUG CLEANING - VARIOUS DEPTS	1,087.99
MENARDS	00260	SUPPLIES - CEM, PARKS	201.18

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
MENARDS	00260	SUPPLIES - CEMETERY, PARKS	184.48
ED FILTER	00540	UMPIRES - REC	184.00
GREG GARN	02185	UMPIRES - REC	46.00
BRIAN RUSSELL	00593	UMPIRES - REC	92.00
TRAVIS SCHRAUBEN	01076	UMPIRES - REC	25.00
RYAN FEDEWA	02360	UMPIRES - REC	25.00
TAYLOR WILCOX	02159	SCOREKEEPERS - REC	39.00
LOGAN COOK	02342	SCOREKEEPERS - REC	26.00
BAILEY VAN HOUTEN	02197	SCOREKEEPERS - REC	52.00
HANNAH DENSMORE	02300	SCOREKEEPERS - REC	13.00
SLICK SHIRTS SCREEN PRINTING	02003	TENNIS SHIRTS - REC	505.50
SLICK SHIRTS SCREEN PRINTING	02003	ADULT SOFTBALL CHAMP SHIRTS - REC	283.75
S&K TROPHIES AND PLAQUES	00401	COED SOFTBALL TROPHIES - REC	60.00
VERIZON WIRELESS	00470	PHONE SERVICE - CEM,PARKS, CODE, AMB, ELEC	312.09
CENTURYLINK	01567	PHONE SERVICE - VARIOUS DEPTS	15.99
CLEAR RATE COMMUNICATIONS	02231	PHONE SVC - CITY HALL	416.93
MUNICIPAL INSPECTION SERVICES	00323	NON BUSINESS PERMITS - GENERAL	6,377.00
EMPLOYEE ASSISTANCE CENTER	00145	EAP RENEWAL - VARIOUS DEPTS	1,200.00
MUNICIPAL INSPECTION SERVICES	00323	SAFETY INSPECTIONS - GENERAL	375.00
PORTLAND AREA FIRE AUTHORITY	02128	1ST QUARTER FIRE SERVICES - COMM PROMO	25,628.15
FP MAILING SOLUTIONS	01758	ULTIMAIL RENTAL - GENERAL	359.40
FP MAILING SOLUTIONS	01758	POSTAGE RESET - GENERAL	12.00
WOW! INTERNET-CABLE PHONE	02132	CABLE SERVICES - ELECTRIC	42.97
SLICK SHIRTS SCREEN PRINTING	02003	TENNIS SHIRTS- REC	296.25
SLICK SHIRTS SCREEN PRINTING	02003	TBALL SHIRTS - REC	649.50
CONSUMERS ENERGY	00095	GAS SERVICES - VARIOUS DEPTS	1,331.74
AT&T	00686	TELEPHONE SVC - VARIOUS DEPTS	1,237.50
AT&T	00686	TELEPHONE SERV - WASTE WTR	85.99
AT&T	00686	TELEPHONE SERVICE - WASTE WATER	27.07

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
UNITED STATE GEOLOGICAL SURVEY	02212	ANNUAL USGS GAUGE FUNDING RQUIRED BY FERC - EL	7,850.00
CAROL MCLANE	MISC	ENERGY OPTIMIZATION - ELECTRIC	165.00
GERI GROSS	MISC	ENERGY OPTIMIZATION - ELECTRIC	250.00
UNITED STATES TREASURY	MISC	PCORI/COMPARTATIVE EFFECTIVENESS FEES - GENERA	49.92
GREAT LAKES PAVING	02376	STREET PATCH WORK - LOC & MAJ STS	4,900.00
PORTLAND AREA FIRE AUTHORITY	02128	EMS PORTIONOF NEW FUNITURE FOR STATION - AMB	1,873.21
STATE OF MICHIGAN	00428	WORKSHOP REGISTRATION - WASTE WATER	25.00
MILLARD'S FURNITURE & APPLICANCE	MISC	TWIN MATTRESS SET & FRAMES - AMBULANCE	1,056.60
STATE OF MICHIGAN	00428	SERVICES/AMBULANCE LICENSES - AMBULANCE	175.00
KEUSCH SUPER SERVICE	00228	TIRE & TIRE REPAIR - CEMETERY & PARKS	153.00
CAPITAL CITY INT'L TRUCKS	00068	ELBOW HOSE FITTING - MTR POOL	86.28
MODEL FIRST AID SAFETY/TRAINING	00313	SERVICE FIRST AID CABINET - MTR POOL	81.57
MUNICIPAL SUPPLY CO.	00324	WHITE SPRAY TRAFFIC PANT - MAJ STS	72.00
ADVANCED PAVEMENT MARKING	02377	STREET PAINTING - HAND WORK - MAJ STS	6,169.00
BADER & SONS CO.	00031	LABOR & PARTS FOR TURBO FOR #926 CHIPPER - MTR	2,147.54
ADVANCED PAVEMENT MARKING	02377	RE-STRIPE PARKING LOT - ELECTRIC	145.00
B&W AUTO SUPPLY, INC.	00030	SUPPLIES, PARTS, LABOR - CEMETERY, PARKS, MTR	971.81
Total:			\$153,921.45

BI-WEEKLY CASH BALANCE ANALYSIS
AS OF 7/15/15
MEETING DATE 7/20/15

Fund	Description	Beginning Balance 7/1/15	Total Cash in	Total Cash out	Cash Balance 7/15/15	Time Certificates	Ending Balance 7/15/15
101	GENERAL FUND	611,034.86	136,244.37	(185,431.89)	561,847.34	235,000.00	796,847.34
105	INCOME TAX FUND	26,060.75	96,884.31	(66,158.53)	56,786.53	10,000.00	66,786.53
150	CEMETERY PERPETUAL CARE FUND	32,992.20	-	-	32,992.20		32,992.20
202	MAJOR STREETS FUND	59,213.87	31,332.55	(52,095.17)	38,451.25		38,451.25
203	LOCAL STREETS FUND	12,347.69	333,836.35	(139,975.43)	206,208.61		206,208.61
208	RECREATION FUND	19,239.12	22,486.75	(9,041.73)	32,684.14		32,684.14
210	AMBULANCE FUND	139,551.85	65,910.35	(42,317.18)	163,145.02		163,145.02
245	MSHDA LOFT FUND	-	-	-	-		-
248	DDA FUND	7,232.64	100,379.19	(77,775.05)	29,836.78		29,836.78
404	CAPITAL IMPROVEMENT-RED MILL PAVILION	3,362.25	-	-	3,362.25		3,362.25
405	WELLHEAD IMPROVEMENT FUND	-	-	-	-		-
406	CAPITAL IMPROVEMENT FUND-STREET PROJECT	492,775.00	-	(323,150.39)	169,624.61		169,624.61
520	REFUSE SERVICE FUND	27,696.57	3,110.10	(74.02)	30,732.65		30,732.65
582	ELECTRIC FUND	164,597.29	194,635.15	(211,526.09)	147,706.35	530,000.00	677,706.35
590	WASTEWATER FUND	(61,544.83)	69,612.74	(85,202.58)	(77,134.67)		(77,134.67)
591	WATER FUND	209,920.58	33,864.39	(44,953.93)	198,831.04	400,000.00	598,831.04
661	MOTOR POOL FUND	(2,328.09)	23,370.83	(5,851.23)	15,191.51		15,191.51
703	CURRENT TAX FUND	9,608.98	196,810.37	-	206,419.35		206,419.35
TOTAL - ALL FUNDS		1,751,760.73	1,308,477.45	(1,243,553.22)	1,816,684.96	1,175,000.00	2,991,684.96
					ELECTRIC-RESTRICTED CASH	400,000.00	400,000.00
					CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
					PERPETUAL CARE CD	130,000.00	130,000.00
					INCOME TAX SAVINGS	886,843.01	886,843.01
					ELECTRIC-PRIN & INT ESCROW	146,909.11	146,909.11
					WASTEWATER DEBT ESCROW	181,686.71	181,686.71
					WASTEWATER REPAIR ESCROW	47,048.50	47,048.50
					DDA-PRIN & INT ESCROW	143,219.61	143,219.61
							<u>5,097,391.90</u>

*Customer Deposit Breakdown

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

PURCHASE ORDER

CITY OF PORTLAND

259 KENT STREET • PORTLAND, MICHIGAN 48875 • (517) 647-7531

TO USGS

SHIP TO Elec.

582-539-803 002

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.	
7-14-15						
QUANTITY	DESCRIPTION				PRICE	AMOUNT
	ANNUAL USGS GAUGE FUNCTIONING RE POINTED BY FERC LICENSE					67850.

[Handwritten Signature]

NOT FOR RESALE FOR RESALE TAX NUMBER _____ AUTHORIZED SIGNATURE _____

ORIGINAL

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES

UNITED STATES DEPARTMENT OF THE INTERIOR
DOWN PAYMENT (BILL) REQUEST

Make Remittance Payable To: U.S. Geological Survey
Billing Contact: Shonnie A. Tripp - AO Phone: 614-430-7704

Bill #: 90363423
Customer: 6000001519
Date: 07/10/2015
Due Date: 09/08/2015

Remit Payment To: United States Geological Survey
P.O. Box 71362
Philadelphia, PA 19176-1362

Payer: THE CITY OF PORTLAND
259 KENT ST.
ATTN:MIKE HYLAND
PORTLAND MI 48875

Additional forms of payment may be accepted. Please email GS-A-HQ_RMS@USGS.GOV or call 703-648-7683 for additional information.

To pay through Pay.gov go to <https://www.pay.gov>.

Checks must be made payable to U.S. Geological Survey. Please detach the top portion or include bill number on all remittances.

Amount of Payment: \$ _____

Date	Description	Qty	Unit Price		Amount
			Cost	Per	
07/10/2015	shared operation of the streamgaging station on the Grand River at Portland, MI (04114000). 15EMNH0000012	1	7,850.00	1	7,850.00
Amount Due this Bill:					7,850.00

Accounting Classification:
Sales Order: 44629
Sales Office: GENH
Customer: 6000001519
Accounting #: 10515343

TIN: 386007243

PURCHASE ORDER

CITY OF PORTLAND

259 KENT STREET • PORTLAND, MICHIGAN 48875 • (517) 647-7531

TO Altec

SHIP TO Altec

582-539-933

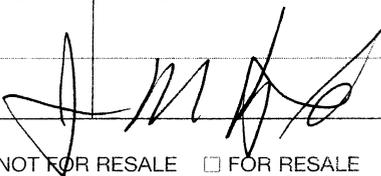
DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.
------	---------------	----------	--------	-------	--------------------

7-7-15

QUANTITY	DESCRIPTION	PRICE	AMOUNT
----------	-------------	-------	--------

REMAIN TWO Hyd.
CYLINDERS ON UNIT
405

\$9146.26



NOT FOR RESALE FOR RESALE

TAX NUMBER _____

AUTHORIZED SIGNATURE

ORIGINAL

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES



Altec Industries, Inc.
 1730 Vanderbilt Road
 Birmingham AL 35234
 (877) 462-5832

Please Remit To:

Altec Industries, Inc.
 PO Box 11407
 BIRMINGHAM AL 35246-0414

For Accounting Questions:
 ARINQUIRY@ALTEC.COM

SERVICE INVOICE	
Invoice Number 5208393	Invoice Date 24-JUN-15
Request No. 2351384	Request Date 16-JUN-15
Terms NET 30	Sale Order No. 3335263

S
 O CITY OF PORTLAND MICHIGAN
 L 259 KENT STREET
 D PORTLAND MI 48875
 T
 O

S JOHN HYLAND
 H CITY OF PORTLAND MICHIGAN
 I 259 KENT STREET
 P PORTLAND MI 48875
 T
 O

Customer No. 121547		Site No. 279499		Site No. 279499	
Customer Order No.	Assembly No. 034-0027791	Customer Vehicle No. R360	Contact Name JOHN HYLAND	Contact Phone No. 517-526-3815	
In Service Date 13-SEP-90	Device Serial No. 0890-R1500	Model AM900	Technician Sawdy, Daniel John	Odometer 36177	
VIN 1HTSDZ7N8MH330823	Garage	Lic. Plate No.	Driver	Eng. Meter Reading 7128	
PTO Hours 1485.5	Credit/Fleet Card Information		Crew No.	VMS Note	UP Note

Quantity	UOM	Part Number	Description	Price	Extended Price	Charge
8	EA	020411201-	WASHER;STEEL;LOCK SPLIT TYPE;;;38 IN DIA;;MTS 17;Y	\$0.29	\$2.32	\$ 2.32
4	EA	027232001-	END FITTING;90 DEGREE;-6 FEMALE SWIVEL;;;;-6;100R7	\$20.09	\$80.36	\$ 80.36
4	EA	071810016-	LUG, 2.00 IN DIA PIN;;;;;	\$7.13	\$28.52	\$ 28.52
1	EA	020631204-	CAPSCREW;STEEL;HEX HEAD;.38-16 UNC;.75 IN L;;GR 5;	\$5.48	\$5.48	\$ 5.48
2	EA	027203011-	END FITTING;37 DEG. STRAIGHT;-6 FEMALE SWIVEL;;;;-8	\$11.88	\$23.76	\$ 23.76
1	EA	035020306-	HYDRAULIC CYLINDER;4.00 IN BORE;30.19 IN STROKE;2.	\$3,296.04	\$3,296.04	\$ 3,296.04
4	EA	047057029-	PIVOT PIN;;2.00 IN OD;5.31 IN GL;5.81 IN OL;INTERNAL	\$91.14	\$364.56	\$ 364.56
1	EA	067000078-	PLACARD;STAMPED;SERIAL # REQ'D;ENGLISH;INFORMA	\$28.77	\$28.77	\$ 28.77
1	EA	970037852-	HYDRAULIC CYLINDER KIT;5.50 IN BORE;41.50 IN STROK	\$3,551.39	\$3,551.39	\$ 3,551.39
10.5	HRS	970036813-	Labor;SVC;SME;IN/MI/OH	\$107.00	\$1,123.50	\$ 1,123.50

Sub Total \$9,146.26

State Tax	6.00%	\$0.00
County Tax	.00%	\$0.00
City Tax	.00%	\$0.00

Total Tax \$0

Total Invoice \$9,146.26

PURCHASE ORDER

CITY OF PORTLAND

259 KENT STREET • PORTLAND, MICHIGAN 48875 • (517) 647-7531

TO Portland Area Fire Authority

SHIP TO _____

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.
					15-673
QUANTITY	DESCRIPTION			PRICE	AMOUNT
	1st Quarter Fire Services			\$	25,628.15
	101.101.804336	Comm Promo	Cort Svc	\$	25,628.15
	Res.	15.23			

NOT FOR RESALE FOR RESALE

TAX NUMBER _____

[Handwritten Signature]

AUTHORIZED SIGNATURE

ORIGINAL

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES

From: noreply@civicplus.com
Sent: Wednesday, July 08, 2015 8:13 PM
To: cityclerk@portland-michigan.org
Subject: Online Form Submittal: Board & Commission Application

Board & Commission Application

Name	Charlsie Abel
Date	7/8/2015
Address	143 N Water St Portland MI 48875
Phone	616.890.4946
Email	charlsie.abel@gmail.com
Employer	Snyder's Landscape Design Inc
Employer Phone	517.646.5952
How long have you lived in the City of Portland?	6+ years
Please mark your choice(s).	Tree Management Commission
If more than one please list them in order.	<i>Field not completed.</i>
Please tell us your qualifications.	<i>Field not completed.</i>
Are you a high school graduate?	Yes
Are you a college graduate?	No
List name of the college or university you attended and the level of degree earned.	Davenport University, Finance 92 credits earned
List your professional and work experience.	See resume

List your community activities, interests and service.

Portland Main Street Organization & Finance Committee, Portland Recreation youth sports coach. Professionally involved in Michigan Landscape and Nurseryman's Association (MNLA), and well as Capital Area Nurseryman's Association (CALNA)

References (optional)

Matt Snyder 15101 Hardtke DeWitt MI 48820 517.204.6155
Jeff Steinman 13293 Willow Grove Drive DeWitt MI 48820 517.802.8080
Meg Wheeler 906 Lakeview Drive 616.706.9353

File Attachment

[CAbel.Resume.pdf](#)

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

User: NIKKI
DB: Portland

PERIOD ENDING 07/31/2015

GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2015	MONTH 07/31/2015 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
101-000-402.000	REAL PROPERTY TAXES	994,798.00	0.00	0.00	994,798.00	0.00
101-000-428.000	PILOT-GOLDEN BRIDGE MANOR	1,200.00	0.00	0.00	1,200.00	0.00
101-000-445.000	PENALTY & INTEREST	8,000.00	0.00	0.00	8,000.00	0.00
101-000-445.022	1994A SPEC ASSESS - INTEREST	0.00	0.00	0.00	0.00	0.00
101-000-447.000	TAX COLLECTION FEES	42,707.00	0.00	0.00	42,707.00	0.00
101-000-448.000	SPECIAL ASSESSMENT FEES	0.00	0.00	0.00	0.00	0.00
101-000-451.000	BUSINESS PERMITS	1,000.00	25.00	25.00	975.00	2.50
101-000-453.000	CABLE TV FEES	28,000.00	0.00	0.00	28,000.00	0.00
101-000-455.000	TRAILER FEES	1,500.00	30.00	30.00	1,470.00	2.00
101-000-476.000	NON-BUSINESS PERMITS	0.00	6,437.00	6,437.00	(6,437.00)	100.00
101-000-490.000	PREPAID UTILITY BILLS-EL,WA,WW	0.00	0.00	0.00	0.00	0.00
101-000-501.000	CHRC-FEDERAL STIMULUS GRANT	0.00	0.00	0.00	0.00	0.00
101-000-510.000	COPS-CHRP GRANT	0.00	0.00	0.00	0.00	0.00
101-000-543.000	ACT 302 POLICE TRAINING GRANT	900.00	0.00	0.00	900.00	0.00
101-000-570.000	LIQUOR FEES	3,200.00	0.00	0.00	3,200.00	0.00
101-000-575.000	REVENUE SHARING-CONST SALES	307,811.00	0.00	0.00	307,811.00	0.00
101-000-576.000	REVENUE SHARING-STAT SALES	102,666.00	0.00	0.00	102,666.00	0.00
101-000-577.000	CONTRIBUTION FROM STATE -GRANT	0.00	0.00	0.00	0.00	0.00
101-000-620.000	PBT TESTING FEES	5,000.00	385.00	385.00	4,615.00	7.70
101-000-622.000	DEVELOPMENT AND REVIEW FEES	0.00	0.00	0.00	0.00	0.00
101-000-623.000	TRANSCRIPT FEES	1,000.00	135.00	135.00	865.00	13.50
101-000-624.000	MISCELLANEOUS FEES	0.00	0.00	0.00	0.00	0.00
101-000-628.000	ADMINISTRATIVE CHARGES	318,857.00	26,587.00	26,587.00	292,270.00	8.34
101-000-629.000	TOWNSHIP FIRE FEES	0.00	0.00	0.00	0.00	0.00
101-000-630.000	CEMETERY LOT SALES	3,500.00	0.00	0.00	3,500.00	0.00
101-000-633.000	CEMETERY CARE FEES	2,000.00	85.00	85.00	1,915.00	4.25
101-000-634.000	GRAVE OPENING FEES	10,000.00	125.00	125.00	9,875.00	1.25
101-000-656.000	DISTRICT COURT FINES	11,000.00	0.00	0.00	11,000.00	0.00
101-000-661.000	PARKING FINES	2,400.00	40.00	40.00	2,360.00	1.67
101-000-662.000	DRUG FORFEITURE MONEY	2,000.00	0.00	0.00	2,000.00	0.00
101-000-663.000	MISCELLANEOUS FINES	1,500.00	103.00	103.00	1,397.00	6.87
101-000-664.000	SEX OFFENDER REGISTRATION FEES	0.00	0.00	0.00	0.00	0.00
101-000-665.000	INTEREST INCOME	420.00	0.13	0.13	419.87	0.03
101-000-665.002	INTEREST INCOME-PERPETUAL CARE	228.00	0.00	0.00	228.00	0.00
101-000-665.003	INTEREST INCOME-CURRENT TAX	0.00	0.00	0.00	0.00	0.00
101-000-667.000	RENTAL INCOME	8,500.00	220.00	220.00	8,280.00	2.59
101-000-669.000	PRINCIPAL PAYMENT	0.00	0.00	0.00	0.00	0.00
101-000-676.001	DONATIONS-MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
101-000-676.002	DONATION - POLICE EXPLORERS	0.00	0.00	0.00	0.00	0.00
101-000-676.003	DONATIONS-DOG PARK	0.00	107.35	107.35	(107.35)	100.00
101-000-676.004	DONATION-RED MILL BUILDING	0.00	0.00	0.00	0.00	0.00
101-000-676.005	DONATION - DARE	0.00	0.00	0.00	0.00	0.00
101-000-676.006	DONATION - PARKS	0.00	1.00	1.00	(1.00)	100.00
101-000-676.007	DONATION - PORTLAND TWP	0.00	0.00	0.00	0.00	0.00
101-000-677.000	MOWING/STUMP/SNOW REMOVAL	750.00	193.17	193.17	556.83	25.76
101-000-678.002	REIMBURSEMENTS-AMBULANCE COLL.	0.00	0.00	0.00	0.00	0.00
101-000-678.003	REIMBURSEMENTS-RAILROAD LEASES	0.00	0.00	0.00	0.00	0.00
101-000-678.004	REIMBURSEMENTS-PATROL	0.00	0.00	0.00	0.00	0.00
101-000-678.005	REIMBURSEMENTS-INSURANCE AND WC	2,000.00	0.00	0.00	2,000.00	0.00
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	10,000.00	452.46	452.46	9,547.54	4.52
101-000-678.007	REIMBURSEMENTS-PAMA	0.00	0.00	0.00	0.00	0.00
101-000-678.008	REIMBURSEMENTS-RETIREE HEALTH	0.00	0.00	0.00	0.00	0.00
101-000-678.009	REIMBURSEMENTS-RETIREE LIFE	0.00	0.00	0.00	0.00	0.00
101-000-683.022	1994A SPEC ASSESS - PRINCIPAL	0.00	0.00	0.00	0.00	0.00
101-000-694.000	SALE OF LAND	0.00	0.00	0.00	0.00	0.00
101-000-697.000	EXTRAORDINARY INCOME	0.00	0.00	0.00	0.00	0.00

User: NIKKI
DB: Portland

PERIOD ENDING 07/31/2015

GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2015 NORMAL (ABNORMAL)	MONTH 07/31/2015 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
101-000-698.000	LOAN PROCEEDS	0.00	0.00	0.00	0.00	0.00
101-000-698.002	BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00
101-000-699.001	TRANSFER FROM VOL FIRE DEPT.	0.00	0.00	0.00	0.00	0.00
101-000-699.105	CONTRIBUTION FROM INCOME TAX	0.00	0.00	0.00	0.00	0.00
101-000-699.403	TRANSFER FROM DNR/MDOT GRANT	0.00	0.00	0.00	0.00	0.00
101-000-699.406	TRANSFER FROM BOARDWALK FUND	0.00	0.00	0.00	0.00	0.00
101-000-699.582	TRANSFER FROM ELECTRIC (IN LIEU	50,037.00	0.00	0.00	50,037.00	0.00
101-000-699.590	TRANS FROM WASTEWATER (IN LIEU O	31,764.00	0.00	0.00	31,764.00	0.00
101-000-699.591	TRANSFER FROM WATER (IN LIEU OF	32,009.00	0.00	0.00	32,009.00	0.00
101-000-699.812	TRANSFER FROM SPECIAL ASSESSMENT	0.00	0.00	0.00	0.00	0.00
TOTAL Revenues		1,984,747.00	34,926.11	34,926.11	1,949,820.89	1.76
Expenditures						
100	COUNCIL	158,485.00	51.00	51.00	158,434.00	0.03
101	COMMUNITY PROMOTIONS	265,610.00	52,376.19	52,376.19	213,233.81	19.72
172	CITY MANAGER	129,385.00	8,366.91	8,366.91	121,018.09	6.47
191	ELECTIONS	6,910.00	18.00	18.00	6,892.00	0.26
201	GENERAL ADMINISTRATION	305,064.00	15,355.93	15,355.93	289,708.07	5.03
209	ASSESSING	55,261.00	4,286.25	4,286.25	50,974.75	7.76
265	CITY HALL	50,050.00	2,788.18	2,788.18	47,261.82	5.57
276	CEMETERY	170,634.00	14,599.65	14,599.65	156,034.35	8.56
301	POLICE	691,182.00	51,085.67	51,085.67	640,096.33	7.39
336	FIRE	0.00	0.00	0.00	0.00	0.00
371	CODE ENFORCEMENT	39,198.00	1,808.99	1,808.99	37,389.01	4.62
728	ECONOMIC DEVELOPMENT	3,000.00	639.06	639.06	2,360.94	21.30
751	PARKS	148,502.00	11,052.62	11,052.62	137,449.38	7.44
999		0.00	0.00	0.00	0.00	0.00
TOTAL Expenditures		2,023,281.00	162,428.45	162,428.45	1,860,852.55	8.03
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		1,984,747.00	34,926.11	34,926.11	1,949,820.89	1.76
TOTAL EXPENDITURES		2,023,281.00	162,428.45	162,428.45	1,860,852.55	8.03
NET OF REVENUES & EXPENDITURES		(38,534.00)	(127,502.34)	(127,502.34)	88,968.34	330.88
TOTAL REVENUES ~ FUND 101						
TOTAL REVENUES ~ FUND 101		1,984,747.00	34,926.11	34,926.11	1,949,820.89	
TOTAL EXPENDITURES - FUND 101		2,023,281.00	162,428.45	162,428.45	1,860,852.55	
NET OF REVENUES & EXPENDITURES		(38,534.00)	(127,502.34)	(127,502.34)	88,968.34	

User: NIKKI

DB: Portland

PERIOD ENDING 07/31/2015

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 07/31/2015 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2015 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 105 - INCOME TAX FUND						
Fund 105 - INCOME TAX FUND:						
	TOTAL REVENUES	719,886.00	0.00	0.00	719,886.00	0.00
	TOTAL EXPENDITURES	1,235,422.00	9,019.73	9,019.73	1,226,402.27	0.73
	NET OF REVENUES & EXPENDITURES	(515,536.00)	(9,019.73)	(9,019.73)	(506,516.27)	1.75
Fund 150 - CEMETERY PERPETUAL CARE FUND						
Fund 150 - CEMETERY PERPETUAL CARE FUND:						
	TOTAL REVENUES	2,500.00	0.00	0.00	2,500.00	0.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	2,500.00	0.00	0.00	2,500.00	0.00
Fund 202 - MAJOR STREETS FUND						
Fund 202 - MAJOR STREETS FUND:						
	TOTAL REVENUES	1,106,035.00	3,675.00	3,675.00	1,102,360.00	0.33
	TOTAL EXPENDITURES	1,105,991.00	37,789.29	37,789.29	1,068,201.71	3.42
	NET OF REVENUES & EXPENDITURES	44.00	(34,114.29)	(34,114.29)	34,158.29	77,532.4
Fund 203 - LOCAL STREETS FUND						
Fund 203 - LOCAL STREETS FUND:						
	TOTAL REVENUES	216,344.00	493,769.27	493,769.27	(277,425.27)	228.23
	TOTAL EXPENDITURES	224,867.00	192,864.15	192,864.15	32,002.85	85.77
	NET OF REVENUES & EXPENDITURES	(8,523.00)	300,905.12	300,905.12	(309,428.12)	3,530.51
Fund 208 - RECREATION FUND						
Fund 208 - RECREATION FUND:						
	TOTAL REVENUES	148,250.00	19,040.00	19,040.00	129,210.00	12.84
	TOTAL EXPENDITURES	129,769.00	7,926.81	7,926.81	121,842.19	6.11
	NET OF REVENUES & EXPENDITURES	18,481.00	11,113.19	11,113.19	7,367.81	60.13
Fund 210 - AMBULANCE FUND						
Fund 210 - AMBULANCE FUND:						
	TOTAL REVENUES	538,331.00	73,396.22	73,396.22	464,934.78	13.63
	TOTAL EXPENDITURES	534,888.00	47,372.35	47,372.35	487,515.65	8.86
	NET OF REVENUES & EXPENDITURES	3,443.00	26,023.87	26,023.87	(22,580.87)	755.85
Fund 245 - MSHDA LOFT FUND						
Fund 245 - MSHDA LOFT FUND:						
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	0.00
Fund 248 - DDA FUND						
Fund 248 - DDA FUND:						
	TOTAL REVENUES	344,447.00	385.90	385.90	344,061.10	0.11
	TOTAL EXPENDITURES	369,907.00	8,560.05	8,560.05	361,346.95	2.31
	NET OF REVENUES & EXPENDITURES	(25,460.00)	(8,174.15)	(8,174.15)	(17,285.85)	32.11
Fund 404 - CAPITAL IMPROVEMENT-RED MILL PAVILION						
Fund 404 - CAPITAL IMPROVEMENT-RED MILL PAVILION:						
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	0.00

User: NIKKI
DB: Portland

PERIOD ENDING 07/31/2015

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 07/31/2015 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2015 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 405 - WELLHEAD IMPROVEMENT FUND						
Fund 405 - WELLHEAD IMPROVEMENT FUND:						
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	0.00
Fund 406 - CAPITAL IMPROVEMENT FUND-STREET PROJECT						
Fund 406 - CAPITAL IMPROVEMENT FUND-STREET PROJECT:						
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	106,088.00	323,150.39	323,150.39	(217,062.39)	304.61
	NET OF REVENUES & EXPENDITURES	(106,088.00)	(323,150.39)	(323,150.39)	217,062.39	304.61
Fund 520 - REFUSE SERVICE FUND						
Fund 520 - REFUSE SERVICE FUND:						
	TOTAL REVENUES	112,150.00	9,072.13	9,072.13	103,077.87	8.09
	TOTAL EXPENDITURES	111,000.00	0.00	0.00	111,000.00	0.00
	NET OF REVENUES & EXPENDITURES	1,150.00	9,072.13	9,072.13	(7,922.13)	788.88
Fund 528						
Fund 528:						
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	0.00
Fund 582 - ELECTRIC FUND						
Fund 582 - ELECTRIC FUND:						
	TOTAL REVENUES	3,851,182.00	294,003.64	294,003.64	3,557,178.36	7.63
	TOTAL EXPENDITURES	4,282,313.00	97,500.11	97,500.11	4,184,812.89	2.28
	NET OF REVENUES & EXPENDITURES	(431,131.00)	196,503.53	196,503.53	(627,634.53)	45.58
Fund 590 - WASTEWATER FUND						
Fund 590 - WASTEWATER FUND:						
	TOTAL REVENUES	936,126.00	68,741.94	68,741.94	867,384.06	7.34
	TOTAL EXPENDITURES	935,962.00	45,564.90	45,564.90	890,397.10	4.87
	NET OF REVENUES & EXPENDITURES	164.00	23,177.04	23,177.04	(23,013.04)	14,132.3
Fund 591 - WATER FUND						
Fund 591 - WATER FUND:						
	TOTAL REVENUES	598,150.00	53,106.71	53,106.71	545,043.29	8.88
	TOTAL EXPENDITURES	661,973.00	44,190.57	44,190.57	617,782.43	6.68
	NET OF REVENUES & EXPENDITURES	(63,823.00)	8,916.14	8,916.14	(72,739.14)	13.97
Fund 661 - MOTOR POOL FUND						
Fund 661 - MOTOR POOL FUND:						
	TOTAL REVENUES	413,793.00	22,211.90	22,211.90	391,581.10	5.37
	TOTAL EXPENDITURES	413,356.00	38,541.48	38,541.48	374,814.52	9.32
	NET OF REVENUES & EXPENDITURES	437.00	(16,329.58)	(16,329.58)	16,766.58	3,736.75
Fund 662 - INTERNAL SERVICE FUND						
Fund 662 - INTERNAL SERVICE FUND:						
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	0.00

**PORTLAND POLICE DEPARTMENT
STATISTICAL INFORMATION
JUNE 2015**

Calls for Service

Dispatched	84
Patrol Originated	13
Assist to PPD	8
Assist to Fire / EMS	5
Assist Other Depts	11

Traffic Stops

Total Stops	40
Traffic Citations	24
Verbal Warnings	59
Parking Citations	0

Arrests

Misdemeanor Arrests (# of persons)	5
Misdemeanor Charges	6
Juvenile Apprehensions	2
Felony Arrests (# of persons)	1
Felony Charges	1

Citizen Contacts

Business Contacts	58
Patrol Contacts	373

Coverage by Ionia County Sheriffs Department

The Ionia County Sheriffs Department was not used during the month of June.

Noteworthy

There were several buildings and vehicles broken into or maliciously damaged during the months of May and June; Officers Thomas and Teitsma obtained confessions as well as stolen property from two juveniles involved. Most of the property has been returned to its lawful owner with the exception of several items that had not been reported as stolen. The cases will be reviewed by the Ionia County Prosecutors Office for criminal charges.

Assists to Other Police Agencies:

June 9, 2015, Assist MSP and Portland Ambulance with an accident with injuries on W I96 near Clintonia Rd.

June 11, 2015, Assist IOSH with the investigation of suspicious circumstances.

June 20, 2015, Assist to IOSH with an accident with injuries on Lyons Rd at Jennifer Ln.

June 23, 2015, Assist to IOSH on Charlotte Hwy near Tupper Lake Rd for an occupant trapped inside a vehicle submerged in water.

June 24, 2015, Assist to MSP at 9651 Kent St for a suspected breaking and entering in progress.

June 29, 2015, Assist to MSP on I 96 near the 72mm for a reported accident with injuries.

**PORTLAND POLICE DEPARTMENT
STATISTICAL INFORMATION
JUNE 2015**

Chief Knobelsdorf			
<u>Total Calls Responded To:</u>	20	<u>Traffic Stops</u>	
Dispatched	11	Total Stops	2
Patrol Originated	4	Traffic Citations	1
Assist to PPD	3	Verbal Warnings	1
Assist to Fire / EMS	0	Parking Citations	0
Assist Other Depts	2		
		<u>Citizen Contacts</u>	
<u>Arrests</u>		Business Contacts	18
Misdemeanor Arrests	0	Patrol Contacts	84
(# of persons)			
Misdemeanor Charges	0		
Juvenile Apprehensions	0	<u>Minutes</u>	
Felony Arrests	1	Time Assigned	5930
(# of persons)	1	Preventative Patrol	970
Felony Charges	1		

Sgt Ludwick - LTD			
<u>Total Calls Responded To:</u>	0	<u>Traffic Stops</u>	
Dispatched	0	Total Stops	0
Patrol Originated	0	Traffic Citations	0
Assist to PPD	0	Verbal Warnings	0
Assist to Fire / EMS	0	Parking Citations	0
Assist Other Depts	0		
		<u>Citizen Contacts</u>	
<u>Arrests</u>		Business Contacts	0
Misdemeanor Arrests	0	Patrol Contacts	0
(# of persons)			
Misdemeanor Charges	0		
Juvenile Apprehensions	0	<u>Minutes</u>	
Felony Arrests	0	Time Assigned	0
(# of persons)	0	Preventative Patrol	0
Felony Charges	0		

**PORTLAND POLICE DEPARTMENT
STATISTICAL INFORMATION
JUNE 2015**

Officer Teitsma			
<u>Total Calls Responded To:</u>	22	<u>Traffic Stops</u>	
Dispatched	17	Total Stops	0
Patrol Originated	3	Traffic Citations	1
Assist to PPD	0	Verbal Warnings	3
Assist to Fire / EMS	1	Parking Citations	0
Assist Other Depts	1		
<u>Arrests</u>		<u>Citizen Contacts</u>	
Misdemeanor Arrests (# of persons)	0	Business Contacts	6
Misdemeanor Charges	0	Patrol Contacts	56
Juvenile Apprehensions	1	<u>Minutes</u>	
Felony Arrests (# of persons)	0	Time Assigned	6095
Felony Charges	0	Preventative Patrol	4005

Officer Thomas			
<u>Total Calls Responded To:</u>	35	<u>Traffic Stops</u>	
Dispatched	27	Total Stops	5
Patrol Originated	1	Traffic Citations	1
Assist to PPD	3	Verbal Warnings	4
Assist to Fire / EMS	0	Parking Citations	0
Assist Other Depts	4		
<u>Arrests</u>		<u>Citizen Contacts</u>	
Misdemeanor Arrests (# of persons)	2	Business Contacts	5
Misdemeanor Charges	2	Patrol Contacts	71
Juvenile Apprehensions	1	<u>Minutes</u>	
Felony Arrests (# of persons)	0	Time Assigned	9289
Felony Charges	0	Preventative Patrol	1991

**PORTLAND POLICE DEPARTMENT
STATISTICAL INFORMATION
JUNE 2015**

Officer Groenhof			
<u>Total Calls Responded To:</u>	13	<u>Traffic Stops</u>	
Dispatched	9	Total Stops	31
Patrol Originated	2	Traffic Citations	10
Assist to PPD	1	Verbal Warnings	29
Assist to Fire / EMS	0	Parking Citations	0
Assist Other Depts	1		
<u>Arrests</u>		<u>Citizen Contacts</u>	
Misdemeanor Arrests (# of persons)	1	Business Contacts	28
Misdemeanor Charges	1	Patrol Contacts	94
Juvenile Apprehensions	0	<u>Minutes</u>	
Felony Arrests (# of persons)	0	Time Assigned	5220
Felony Charges	0	Preventative Patrol	6450

Officer Fandel			
<u>Total Calls Responded To:</u>	25	<u>Traffic Stops</u>	
Dispatched	18	Total Stops	23
Patrol Originated	2	Traffic Citations	11
Assist to PPD	0	Verbal Warnings	20
Assist to Fire / EMS	4	Parking Citations	0
Assist Other Depts	1		
<u>Arrests</u>		<u>Citizen Contacts</u>	
Misdemeanor Arrests (# of persons)	2	Business Contacts	1
Misdemeanor Charges	3	Patrol Contacts	47
Juvenile Apprehensions	0	<u>Minutes</u>	
Felony Arrests (# of persons)	0	Time Assigned	6180
Felony Charges	0	Preventative Patrol	6120

**PORTLAND POLICE DEPARTMENT
STATISTICAL INFORMATION
JUNE 2015**

Officer Venton (part - time)			
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<u>Total Calls Responded To:</u>		6	<u>Traffic Stops</u>	
Dispatched	2	Total Stops	2	
Patrol Originated	1	Traffic Citations	0	
Assist to PPD	1	Verbal Warnings	2	
Assist to Fire / EMS	0	Parking Citations	0	
Assist Other Depts	2			
<u>Arrests</u>			<u>Citizen Contacts</u>	
Misdemeanor Arrests	0	Business Contacts	0	
(# of persons)		Patrol Contacts	21	
Misdemeanor Charges	0			
Juvenile Apprehensions	0	<u>Minutes</u>		
Felony Arrests	0	Time Assigned	845	
(# of persons)		Preventative Patrol	955	
Felony Charges	0			

Officer Burkhardt (part - time / training)			
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<u>Total Calls Responded To:</u>		0	<u>Traffic Stops</u>	
Dispatched	0	Total Stops	0	
Patrol Originated	0	Traffic Citations	0	
Assist to PPD	0	Verbal Warnings	0	
Assist to Fire / EMS	0	Parking Citations	0	
Assist Other Depts	0			
<u>Arrests</u>			<u>Citizen Contacts</u>	
Misdemeanor Arrests	0	Business Contacts	0	
(# of persons)		Patrol Contacts	0	
Misdemeanor Charges	0			
Juvenile Apprehensions	0	<u>Minutes</u>		
Felony Arrests	0	Time Assigned	0	
(# of persons)		Preventative Patrol	0	
Felony Charges	0			

PORTLAND WASTEWATER TREATMENT PLANT REPORT FOR June 2015

NPDES COMPLIANCE

The City WWTP was in compliance with the NPDES permit limitations for the month of June 2015. Complete copies of all discharge Monitoring Reports are on file at the WWTP.

OPERATIONS

The WWTP treated and discharged **11.1 million gallons** for the month of June.

Synagro, LLC was contacted to provide a new 5 year contract proposal. There are several benefits to a 5 year contract. Less of a chance of disruption to our Biosolids disposal needs. The terms proposed would hold our cost the same for the first two years of the contract. Our hauling records would be compiled and furnished for our Annual Biosolids Report to the MDEQ. This is the same as the 5 year contract that was entered into in July of 2009. Also, should I decide to retire within the next 4 years, this would make for a smoother transition.

Eagle Enterprises finally obtained the correct safety door seal for the Grit Building overhead door. They installed the new seal and tested the door for the proper safety operation. Everyone at the WWTP is glad that this has finally been repaired.

With the recent tornado in Portland, the WWTP sustained zero damages. All of the Lift Stations were also spared. This meant no permit violations or emergency actions were required at the WWTP. Mike Owen and Tim Krizov were made available to the DPW to assist with the downed trees and brush cleanup throughout the city. Doug Sherman meanwhile maintained the operation of the WWTP in their absence.

The old 4' x 8' sign was removed from the south side of the service building and plans for a new sign are in the works.

Maintenance & Capitol Expenses for June 1, 2015 to June 30, 2015

ITEM	COST
Tom's Do It Center – Distilled Water for lab	\$ 28.56
Eagle Enterprises – Grit Building door strip repair	\$ 493.77
USA Bluebook – Telescoping pole and tool for Vac truck	\$ 235.83
Polydyne – polymer for the thickener	\$ 1741.50
Windemuller – PLC programming for pump change out	\$ 1995.00
<hr/>	
Total Expenses	\$ 4494.66
Total Spent YTD	\$ 50101.13

WASTEWATER COLLECTION SYSTEM ACTIVITY

Sewer Trouble Spots sections cleaned	1815 feet
Routine cleaning	600 feet
Sewer call outs due to building services	1
Sewer call outs due to plugged City main	0
New connections to sewer main	0
Building Services Televised	1
Building Services Inspected	1
City Main Televised	0 feet

SEWER CALLOUTS

June 15, 2015

A call was received from the Graft residence, located at 333 Quarterline St., by Tim Krizov at the WWTP at 9:30AM. Tim was on the site at 9:45AM to investigate the back-up. He inspected the flow at manhole's A27 – A28. The flow was normal in the city main. When Tim looked in manhole A27, where the homeowners' service lateral connects, he observed an accumulation of roots in the manhole. He used the extend-a-pole on the Vac truck to remove the roots. Tim then advised the homeowner that the problem exist within the service lateral as nothing would flow out of it. He provided the homeowner with a list of plumbers to assist the homeowner in having the lateral cleaned. He also suggested that the homeowner contact the WWTP if she would like the service video inspected after it was cleared. Tim left the scene at 10:25AM.

June 25, 2015

The WWTP was contacted by the Ionia County Road Commission to inform us that they were removing the damaged building at the corner of Grove and Union Streets. DS went to the site and documented the location of the capped service lateral that they were abandoning for our future reference prior to it being buried.

Respectively Submitted,

Doug Sherman
WWTP Superintendent

Portland Fire Department Monthly Alarms Report (Serving with Pride and Excellence)						Month of June 2015		
Type of Call	Danby Twp Alarms	Danby Twp Manhours	Portland Twp Alarms	Portland Twp Manhours	City Portland Alarms	City Portland Manhours	Apparatus Response	
							Truck	Amount
Ambulance/Police Assits							Engine # 1	7
Dwelling					2	38	Engine # 7	
Vehicle Fire			1	10			Engine # 11	4
Industrial/Commercial Fire							Tanker # 9	3
Wildland/Grass Fire							Brush # 6	4
Garage/Storage Building Fire							Brush # 8	2
Barn Fire							Brush # 12	1
Tree Down							Light/Air # 2	
Power Line/transformer							Command 10	1
Accidents			1	24	1	10		
Rescue/Extrication/Water					2	48	Car # 4	5
Smoke Alarm			1	2	1	2	Quad # 51	
Natural Gas/CO2 Leak					1	11	Marine # 3	2
Tornado Warning					1	160		
Total for Month	0	0	3	36	8	269	Year	
Total for Year	7	160	8	155	22	420	Engine # 1	15
Mutual Aid Given	Alarms	Manhours			Mutual Aid Received	Alarms	Engine # 7	
Grand Ledge					Grand Ledge		Engine # 11	16
Westphalia	1	20			Westphalia		Tanker # 9	15
Berlin/Orange	1	12			Berlin/Orange	1	Brush # 6	8
Roxand Township					Roxand Twp.		Brush # 8	6
Lyons/Muir					Lyons/Muir	1	Brush #12	3
Pewamo					Pewamo		Light/Air # 2	1
Sunfield					Sunfield	1	Command 10	2
Delta Fire					Delta Fire	1	Car # 4	15
Other					Other	1	Quad # 51	1
Totals for Month	2	32			Totals for Month		Marine # 3	2
Totals for Year	4	240			Totals for Year	3	Total	84
	Alarms	Manhours						
Total for Month	13	337						
Total for Year	43	975						
Training for June 2015	Manhours	44	Training for Year	Manhours		427	Reported By	
							Nick Martin, Fire Marshal	

PORTLAND FIRE DEPARTMENT RUN SHEET

DATE 6/1/2015 Run # 15-031

Owner Golden Bridge Manor Appts.
Address 248 Divine Hwy
City Portland State MI Zip 48875 Phone # 517-647-0707

Occupant Irv Ball
Address 248 Divine Hwy Appt 208
City Portland State mi Zip 48875 Phone # 517-647-2679

Township City Section #

Times
Received 14:14 In service 14:26 On Scene 14:27 Controlled
Cleared 14:43 Back In Ser. 15:14

Total Hrs 1 Total Man Hours 2

Description of Response Toned for a smoke detector not working in appt 208. Arrive on scene to replace battery fixed it.

Location of Response 248 Divine Hwy Appt 208

Units Responding E-11

Mutual Aid Received None

Personnel Responding: (* denotes personnel on scene)

Chief Asst Chief Captain
Captain 1st Lt 2nd Lt
1 Czaika* 2 Vanhorn* 3 Lay-Amb
4 Waltersdorf-Amb 5 6
7 8 9
10 11 12
13 14 15
16 17 18
19 20 21
22 23 24

Reported By Czaika

PORTLAND FIRE DEPARTMENT RUN SHEET

DATE 6/5/2015 **Run #** 15-033

Owner David Lange
Address 8290 David Hwy.
City Portland **State** MI **Zip** 48875 **Phone #** 517-896-6720

Occupant David Lange
Address 1055 Maynard Rd.
City Portland **State** MI **Zip** 48875 **Phone #** 517-896-6720

Township City **Section #**

Times
Received 16:34 **In service** 16:40 **On Scene** 16:42 **Controlled**
Cleared 17:21 **Back In Ser.** 18:34

Total Hrs 2 **Total Man Hours** 20

Description of Response Ambulance assist. Man pinned between a lawn mower and a tree approximately 25 ft. down an embankment. Secured lawn mower and assisted amb. with patient.

Location of Response 1055 Maynard Rd.
 Portland **State** MI **Zip** 48875

Units Responding R1, B6, Boat

Mutual Aid Received None

Personnel Responding: (* denotes personnel on scene)

Chief	Asst Chief	Gentsterblum*	Captain
Captain	1st Lt	Logel, Sr.*	2nd Lt Logel, Jr.*
1 Donbrock * (AMB)		2 Waltersdorf * (AMB)	3 Platte
4 Heintzelman*		5 Lay*	6 Schafer, J*
7 Skeide		8 Weiler*	9 Miller*
10		11	12
13		14	15
16		17	18
19		20	21
22		23	24

Reported By Heintzelman

PORTLAND FIRE DEPARTMENT RUN SHEET

DATE 6/22/2015 **Run #** 15-037

Owner

Address

City Portland State MI Zip 48875 Phone #

Occupant

Address

City State Zip Phone #

Township

Section #

Times

Received 14:30 In service 14:34 On Scene 14:35 Controlled

Cleared 22:30 Back In Ser. 22:30

Total Hrs 8 Total Man Hours 168

Description of Response

Tornado Damage to the town.

Location of Response City Entire Area

Units Responding Numerous

Mutual Aid Received

Personnel Responding: (* denotes personnel on scene)

Chief	Baker	Asst Chief	Captain	Kirzov
Captain		1st Lt Logel	2nd Lt Logel	
	1 Kim	2 Skeide		3
	4 Donbrock	5 Vanhorn		6
	7 Waltersdorf	8 Shaltry		9
	10 Platte	11 Cain		12
	13 Czaika	14 Weiler		15
	16 Heinzelman	17 Schroeder		18
	19 Lay	20 Miller		21
	22 Schafer G	23 Gross		24

Reported By Czaika

PORTLAND FIRE DEPARTMENT RUN SHEET

DATE 6/22/2015 Run # 15-038

Owner

Address 803 James St
City Portland State MI Zip 48875 Phone #

Occupant

Address 803 James St
City Portland State mi Zip 48875 Phone #

Township City Section #

Times

Received 21:29 In service 21:30 On Scene 21:30 Controlled
Cleared 21:32 Back In Ser. 21:32

Total Hrs 1 Total Man Hours 18

Description of Response

Smoke Investigation, smoke coming from electric meter.

Location of Response 803 James

Units Responding E-1, E-11, Car 4

Mutual Aid Received none

Personnel Responding: (* denotes personnel on scene)

Chief Baker* Asst Chief Captain Kirzov*
1st Lt Logel Logel Jr 2nd Lt Logel Sr*
1 Kim P/C 2 Donbrock-AMB 3 Waltersdorf*
4 Platte* 5 Czaika 6 Heinzelman*
7 Lay-AMB 8 Schafer G* 9 Schafer J*
10 Skeide* 11 Vanhorn* 12 Shaltry *
13 Cain 14 Weiler* 15 Miller*
16 Gross* 17 18
19 20 21
22 23 24

Reported By Czaika

PORTLAND FIRE DEPARTMENT RUN SHEET

DATE 6/23/2015 **Run #** 15-040

Owner

Address 1130 Grand River
City Portland State MI Zip 48875 Phone #

Occupant

Address 1130 Grand River
City Portland State MI Zip 48875 Phone #

Township City Section #

Times

Received 10:15 In service 10:15 On Scene 10:17 Controlled
Cleared 10:17 Back In Ser. 10:18

Total Hrs 1 Total Man Hours 11

Description of Response

Toned for possible gas leak.

Location of Response

Units Responding Car 4 E-11

Mutual Aid Received None

Personnel Responding: (* denotes personnel on scene)

Chief	Baker*	Asst Chief	Captain
Captain		1st Lt Logel	2nd Lt Logel SR
	1 Kim P/C	2 Tygesen	3 Waltersdorf
	4 Platte	5 Czaika	6 Lay
	7 VanHorn	8 Cain	9 Miller
	10	11	12
	13	14	15
	16	17	18
	19	20	21
	22	23	24

Reported By Czaika

PORTLAND FIRE DEPARTMENT RUN SHEET

DATE 6/23/2015 Run # 15-041

Owner Jason Vansiclen
Address 12936 Washington
City Sunfield State MI Zip 48890 Phone #

Occupant SAME
Address
City State Zip Phone #

Township City Section #

Times
Received 14:41 In service 14:42 On Scene 15:00 Controlled
Cleared 15:30 Back In Ser. 15:41

Total Hrs 1 Total Man Hours 14

Description of Response
Called for a water rescue. Subject was out of water upon arrival

Location of Response Looking Glass River

Units Responding Brush 6 Brush 8 Brush 12
Marine 1 Car 4

Mutual Aid Received

Personnel Responding: (* denotes personnel on scene)

Chief Baker* Asst Chief Captain
Captain 1st Lt Logel Logel Jr* 2nd Lt Logel Sr
1 Kim P/C 2 Waltersdorf* 3 Platte*
4 Czaika* 5 Lay 6 Schafer J
7 Skeide* 8 Vanhorn* 9 Cain
10 Weiler 11 Miller* 12
13 14 15
16 17 18
19 20 21
22 23 24

Reported By Czaika

PORTLAND FIRE DEPARTMENT RUN SHEET

DATE 6/22/2015 Run # 15-042

Owner

Address 131 S Grant St
City Portland State MI Zip 48875 Phone #

Occupant

Address
City State Zip Phone #

Township City Section #

Times

Received 15:03 In service 15:03 On Scene 15:04 Controlled
Cleared 15:42 Back In Ser. 15:42

Total Hrs 1 Total Man Hours 20

Description of Response Structure fire in Upper Story. Tornado had been confirmed prior to this event.

Location of Response

Units Responding E-1 Lyons/Muir

Mutual Aid Received Lyons/Muir

Personnel Responding: (* denotes personnel on scene)

Chief Baker Asst Chief Captain Kirzov
Captain 1st Lt Logel 2nd Lt Logel Jr
1 Kim P/C 2 Donbrouck 3 Waltersdorf
4 Platte 5 Czaika 6 Heinzelman
7 Schafer 8 Schafer 9 Skeide
10 Vanhorn 11 Schaltry 12 Cain
13 Weiler 14 Schroeder 15 Miller
16 Gross 17 18
19 20 21
22 23 24

Reported By Czaika

Portland Area Municipal Authority

GOVERNMENTAL UNITS

City of Portland

Portland Township

Danby Township

MINUTES

April 14, 2015

P.A.M.A. BOARD MEMBERS PRESENT: K. Cook, R. Pohl, D. Logel, R. Foote, G. Krausz

VISITORS: None

Meeting was called to order at 7:30 p.m.

AGENDA

- Motion to approve agenda by R. Foote supported by R. Pohl

SECRETARY'S REPORT:

- Motion to approve minutes by R. Foote supported by R. Pohl

TREASURER'S REPORT:

- Account balance as of March 31, 2015 \$1,569.22
- 2/25/15 deposit by Portland Twp. \$793.55
- 3/16/15 deposit by City of Portland \$762.00
- 3/5/15 deposit by Danby Twp. 325.28
- 1/12/15 Payment to Gary's Heating \$585.00
- 2/12/15 Payment to Bluewater Electric \$875.00
- Motion to approve treasurer's report as submitted by K. Cook supported by G. Krausz

OLD BUSINESS:

- None

NEW BUSINESS:

- Motion by R. Foote supported by G. Krausz to pay Eagle Enterprise \$ 495.10 for fan and light
- Motion by R. Pohl supported by G. Krausz to pay Cook Brothers \$285.00 for limestone chips.
- Motion by K. Cook supported by R. Pohl to pay D and E electric \$155.26 for lighting repairs
- Motion by D. Logel supported by R. Foote to retain Larry Tiejema P.C. for annual audit
- D. Logel to acquire bids for bathroom improvements

Motion made by D. Pohl supported by D. Logel to adjourn the meeting at 8:00 p.m.

Respectfully submitted,

Keith Cook, Secretary

NEXT MEETING: July 14th, 2015 7:30 p.m.

IONIA COUNTY BOARD OF COMMISSIONERS

July 14, 2015 - 4:00 p.m.

Commissioners' Meeting Room – Courthouse – 3rd Floor

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
 - A. Consideration of additional items
- V. Public Comment**

(3 minute time limit per speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting(s)
- VII. Unfinished Business**
 - A. Facilities
- VIII. New Business**
 - A. Friend of the Court request to fill full-time Case Manager Position and backfill Case Manager Assistant Position
 - B. Advancement of funds for Little Thornapple River Drain
 - C. Agreement with Little Thornapple River Intercounty Drain Drainage District
 - D. Budget Amendment for Register of Deeds Remonumentation Fund
 - E. Area Agency on Aging of Western Michigan – 2016 Annual Implementation Plan
 - F. Agreement for Equalization and Appraisal Services
 - G. Appointment of Anthony Meyaard as Equalization Director
 - H.
- IX. Reports of Officers, Boards, and Standing Committees**
 - A. Chairperson
 - B. County Administrator

X. Reports of Special or Ad Hoc Committees

XI. Public Comment (3 minute time limit per speaker)

XII. Closed Session

XIII. Adjournment

Board and/or Commission Vacancies

- Board of Public Works – One three-year term expiring January 2018.
- Commission on Aging Board – Two three-year terms, one expiring September 2017, one expiring September 2015.
- Community Corrections Advisory Board – Two positions, one Media Representative and one Workforce Development Representative.
- Community Mental Health Services Board – One three-year term, expiring March 2018.
- Construction Board of Appeals – One two-year term, expiring October 2015. This position serves as an alternate member.
- Economic Development Corporation/Brownfield Redevelopment Authority – One three year term, expiring April 2018.
- Green View Point Park Advisory Board – One position, which is a Member-at-Large.
- Substance Abuse Initiative – One two-year term, expiring December 2015. Must be a resident of Commissioner District Seven.
- West Michigan Regional Planning Commission Comprehensive Economic Development Strategy Committee – One one-year term expiring in December 2015 which serves as the Private Sector Representative.

Appointments for consideration in the month of August 2015: None

Appointments for consideration in the month of September 2015:

- *Amateur Radio Emergency Services/Radio Amateur Civil Emergency Services Emergency Coordinator* – One three-year term.
- *Commission on Aging Board* – Three three-year terms.

IONIA COUNTY BOARD OF COMMISSIONERS
Committee-of-the-Whole

July 21, 2015 - 3:00 p.m.
Commissioners' Meeting Room – Courthouse – 3rd Floor

AGENDA

- I. **Call to Order**
- II. **Pledge of Allegiance**
- III. **Invocation**
- IV. **Approval of Agenda**
 - A. Consideration of additional items
- V. **Public Comment**
(3 minute time limit per speaker - please state name/organization)
- VI. **Unfinished Business**
 - A.
- VII. **New Business**
 - A. Introduction of Equalization Director
 - B. Departmental Reports
 - 1. Building Codes
 - 2. Emergency Management
 - 3. Central Dispatch
 - 4. Buildings & Grounds
 - C.
- VIII. **Reports of Officers, Board and Standing Committees**
 - A. Chairperson
 - B. Commissioners
 - C. County Administrator
- IX. **Reports of Special or Ad Hoc Committees**
- X. **Closed Session**
- XI. **Adjournment**

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**NOTICE OF HEARING
FOR THE NATURAL GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-17868**

- Consumers Energy Company proposes to issue a refund of \$825,000, plus interest at a rate equal to 5% plus the applicable London Interbank Offered Rate (LIBOR) rate pursuant to MCL 460.6a(1) to those natural gas customers who paid provisional rates in excess of final rates approved by Michigan Public Service Commission implemented from January 2, 2015 through January 13, 2015.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A public hearing will be held:

DATE/TIME: **Thursday, July 16, 2015, at 11:00 a.m.**
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge **Sharon L. Feldman**

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company's (Consumers Energy) April 20, 2015 application, which seeks Commission approval to refund \$825,000, plus interest, at a rate equal to 5% plus the applicable LIBOR rate to its natural gas customers in accordance with MCL 460.6a(1) with respect to the provisional rates implemented by Consumers Energy for the period January 2, 2015 through January 13, 2015. Consumers Energy represents that no customer rates or charges will be increased, if its request is granted.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by July 9, 2015. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department - Regulatory Group, Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201.

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 his or her wish to make a statement of position. 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.

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System's Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

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

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.