5.21.2024 Agenda Page 1 of 2

VILLAGE OF NEWBERRY VILLAGE COUNCIL MEETING REGULAR SESSION –TUESDAY, MAY 21, 2024

Meeting Location: 307 E. McMillan

Meeting Time: Immediately following the 5:30PM Public Hearing

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. APPROVAL OF AGENDA
- 5. PUBLIC COMMENT ON AGENDA ITEMS & RESERVED PUBLIC COMMENT: Prior to consideration of official business, citizens may speak to a subject on today's agenda. Please stand at the podium and state your name and physical address. Comments may not exceed three (3) minutes per person.
 - A. None prescheduled.
- 6. VILLAGE PRESIDENT COMMENT(S) none pre-scheduled
- 7. SPECIAL SCHEDULE TOPIC(S)
 - a. None pre-scheduled

8. ACCOUNTS PAYABLE AND FINANCIAL UPDATES

A. Monthly	Payables 04/13/2024-05/17/2024	Action Item
101	General Fund	42,702.71
202	Major Street Fund	6,097.24
203	Local Street Fund	5,882.17
213	Fire Revolving Fund	2595.49
582	Electric Fund	90,638.98
590	Sewage Receiving Fund	69,602.04
591	Water Fund	6,920.38
	TOTAL EXPENSE FOR APPROVAL:	\$224,439.01

B. Insituform Invoice for Non-CWSRF funded work on W. Victory Way

Action Item

a. Included in Monthly Payables listing - \$47,094.00

C. Insituform Contractor's Final Application for Payment - \$46,678.62

Action Item

D. Treasurer's Report: April 2024

Review

E. Save the Bells: As of 04/30/2024

Review

E. Suit me Bells.	15 01 0 11 5 01 2 02 1	110 / 10 //
582	Save the Bells Fund	\$15,775.11

9. CONSENT AGENDA

Action Item

- A. Approval of Minutes Regular Session April 16, 2024
- B. Petitions and Communications
- C. Reports of Boards

a. Planning Commission: April 29 (no minutes) Next mtg. June 24, 2024

b. Zoning Steering Committee Did not meet Next mtg. TBD

D. Reports of Committees

a. Fire Committee May 2 Next mtg. TBD

i. Recommend approval of ballot measure for 2.0Mill for Fire Vehicles

b. Ordinance Committee
c. Infrastructure Committee
May 9
Mext mtg. June 5 @ 9:30 a.m.
Next mtg. June 12 @ 9:30 a.m.

ii. Recommend approval of painting quote from Sanders Painting for 41 Lumber

5.21.2024 Agenda Page 2 of 2

- E. Reports of Village Officers and Leadership Team
 - a. Fire
 - b. Ordinance Enforcement Officer Feb to April reporting will be found on DPW Superintendent
 - c. Working Superintendent of DPW
 - d. Superintendent of WWTP
 - e. Working Superintendent of Water & Light
 - i. Electric Retail Sales Report

- iii. Purchased Power Report
- ii. Electric Demand Large Power Report

iv. Water Pumpage Report

- F. Village Manager's Report
 - a. Follow-Up to Council Questions from last Meeting -payroll report provided per request,
 - b. Community Outreach Chamber, MME Ethics Committee, MML Public Service Committee
 - c. Completed Training/Conferences/Events
 - i. n/a
 - d. Upcoming Training/Conferences/Events -
 - e. Human Resources Bill Obey hired as FT DPW, UB Clerk position hiring, WWTP worker position hiring, Seasonal DPW position hiring
 - f. Upcoming leave: 5/24-5/28, 7/15-7/19 (will miss the July 16 council meeting).

10. UNFINISHED BUSINESS

A. Emergency Siren Repair

B. 2002 Case Loader Repair

C. 2023 Audit

D. Clean Water SRF 2023 Project

Update

Update

Update

- E. 2024 EGLE Community Technical, Managerial, and Financial (TMF) Support for Action Item
 - Lead Line Replacement

- a. Approval for Village Manager to sign and manage grant contract with EGLE for \$286,339i. Contract is last pages of packet
- b. Approval of C2AE contract and authorize Village Manager to sign and manage.
- F. Phasing out \$49 Delinquent Utility carry over end effective June 1
- Update

- G. Public Comment Follow-Up from Previous Meeting
 - a. n/a

11. NEW BUSINESS

A.	Planning Commission Appointment Consideration—Neil Morey	Action Item
B.	Zoning Ordinance Public Hearing – June	Update
C.	2024 Tax Roll Authorization	Action Item
D.	Fire Millage on November Ballot	Action Item

12. PUBLIC COMMENT: At the conclusion of official business, the agenda provides for public comment on any matters citizens may wish to bring to the attention of the Village Council. Please stand at the podium and state your name and physical address. Comments may not exceed three (3) minutes per person.

13. ASSIGNMENT OF PUBLIC COMMENT RESPONSE

14. COMMENTS BY COUNCIL MEMBERS

15. ADJOURNMENT

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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF NEWBERRY
POST DATES 04/13/2024 - 05/17/2024
BOTH JOURNALIZED AND UNJOURNALIZED
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Fund 101 General Fund Dept 101 VILLAGE COUN 101-101-725.000	Fund COUNCIL 05/14/24	MML WORKERS' COMP FUND	REMIUM 07/01/2024-07/01/202 2	257207	06/15/24	8.42
円	PRESIDENT		Total For Dept 101 VILLAGE COUNCIL		Î	8.42
101-171-725.000	05/14/24	MML WORKERS' COMP FUND	POLICY PREMIUM:07/01/2024-07/01/202 2257207 Total For Dept 171 VILLAGE PRESIDENT	257207	06/15/24	1.35
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101-172-719.000	04/29/24 04/15/24	44 NORTH STANDARD, THE	COBRA RETIREES 2 LIFE INSURANCE 0	249866 06 6475557 0001	05/29/24 05/01/24	5.36 48458 16.27 48428
101-172-850.000 101-172-913.000	04/15/24 05/01/24	D	942077532-00003 DESK R - EASTER UP REGIONA	21	05/07/24	
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101-201-801.000	04/24/24	WATKINS ROSS	RETIREE OPEB	94177	06/24/24	
101-201-801.000	04/30/24	NVIRONMENTAL	GARBAGE	0667	05/30/24	45.00 48478
101-201-801.000	05/16/24	LMA	OFFICE CLEANING 0	05/2024	05/30/24	14.44 48481 133.34
101-201-850.000	04/15/24	VERIZON	I CE		05/07/24	
101-201-850.000 101-201-900.000	05/01/24 04/30/24	HTC-HIAWATHA TELEPHONE CO NEWBERRY NEWS INC	ACCT 00042108-7 PRINTING AND PUBLISHING	1632661 04/2024-026	05/07/24 05/28/24 05/28/24	22.44 48432 25.93 48460 76.12 48464
Dept 215 CLERK			Total For Dept 201 ADMINISTRATIVE			874.12
101-215-725.000 101-215-900.000	05/14/24 04/30/24	MML WORKERS' COMP FUND NEWBERRY NEWS INC	POLICY PREMIUM 07/01/2024-07/01/202 2257207 PRINTING AND PUBLISHING 04/2024	-026	06/15/24 05/28/24	1.35 76.11 48464
			Total for Dept 215 CLERK			77.46
Dept 223 AUDIT & LE 101-223-801.000 101-223-801.200	LEGAL EXPENSE 04/30/24 03/31/24	ANDERSON TACKMAN & CO SONDEE, RACINE & DOREN PLC	PROCESS BILLING IN CONNECTION WITH 13	7148	05/27/24 04/30/24	3,889.42 48448 165.00 48429
OSO OBDINANCE			Total For Dept 223 AUDIT & LEGAL EXPENSE	NSE	Ì	4,054.42
101-230-850.000 101-230-850.000 101-230-900.000	04/01/24 04/15/24 04/15/24 04/30/24	BECKETT & RAEDER VERIZON NEWBERRY NEWS INC	NEWBERRY ZONING ORDINANCE ZONING ST 2024388 ACCOUNT NUMBER 942077532-00003 DESK 9961779821 PRINTING AND PUBLISHING 04/2024-02	-026	05/01/24 05/07/24 05/28/24	1,210.00 48411 28.06 48432 76.11 48464
Dept 253 TREASURER			Total For Dept 230 ORDINANCE OFFICER			1,314.17

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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF NEWBERRY POST DATES 04/13/2024 - 05/17/2024 BOTH JOURNALIZED AND UNJOURNALIZED

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GL Number 101-441-767.000 101-441-753.000 101-441-752.100 101-441-752.100 101-441-752.100 101-441-752.100 101-441-752.100 Fund 101 General Fund 101-441-767.000 101-441-767.000 101-441-767.000 101-441-753.000 101-441-752.100 101-441-752.000 101-441-752.000 101-441-752.000 Dept 301 POLICE DEPARTMENT 101-301-719.000 04/2 Dept 265 BUILDING 101-265-752.100 101-253-752.200 101-253-725.000 Dept 253 TREASURER 101-441-752.000 101-441-752.000 101-441-726.000 101-441-725.000 Dept 441 PUBLIC 101-301-726.000 101-265-929.000 101-265-929.000 101-265-929.000 101-265-929.000 101-265-929.000 101-265-929.000 101-265-921.000 101-265-801.000 101-265-929.000 101-265-921.000 101-265-921.000 101-253-850.000 WORKS & GROUNDS 05/09/24 04/24/24 04/30/24 04/23/24 04/15/24 05/06/24 04/18/24 05/07/24 05/07/24 05/08/24 04/26/24 04/18/24 04/12/24 05/08/24 05/08/24 04/30/24 04/23/24 04/17/24 04/15/24 04/29/24 05/04/24 05/02/24 04/25/24 04/25/24 04/22/24 05/03/24 05/03/24 04/17/24 05/01/24 05/08/24 04/24/24 05/03/24 04/29/24 04/15/24 05/14/24 Invoice Date NAPA AUTO PARTS DIVISION OF MIWELDING GLOVES, GM 3 PACK UTILITY X 963798 PERSONAL CONCEPTS D & D HOME CENTER AMAZON D & D HOME CENTER VESTIS ARAMARK AMAZON HOLLINGSHEAD JERRY AUTO-WARES GROUP FOSTER ACE HARDWARE AMAZON AUTO-WARES GROUP AMAZON FOSTER ACE HARDWARE FOSTER ACE HARDWARE AMAZON AMAZON STANDARD, THE STANDARD, 44 NORTH AMAZON FOSTER ACE HARDWARE AMAZON D & D HOME CENTER SEMCOENERGY GAS COMPANY SEMCOENERGY GAS COMPANY VERIZON BS&A SOFTWARE RAHILLY IGA MML WORKERS' COMP FUND FOSTER ACE HARDWARE FOSTER ACE HARDWARE SEMCOENERGY GAS COMPANY JOHNSON CONTROLS AMAZON MML WORKERS' COMP FUND Vendor THE DENIM JEAN, HGH VIS TSHIRTS, SEASON 26334443 COBALT DRILL BIT 1/2" DIAL HAND SOAP, DIAL REFILL, DAWN D 9066 LEATHER WORK GLOVES HI VIS HOODIE BOOT ALLOWANCE 24MM 1/2 DR. SKT MI SPACE SAVER 1 TOILET PAPER PRIOR CREDIT BEFORE AUTOWARES TOOK *PRIOR CREDIT 2X12X10 TARP, HOSE BRACCKET MICROTWIST MOP REFILL LIBMAN WONDER MOP, MAJESTIC VINEGAR 225965 COPY PAPER CENTERFEED PULL PAPER TOWLES POLICY PREMIUM 07/01/2024-07/01/202 2257207 Total For Dept 301 POLICE DEPARTMENT LIFE INSURANCE COBRA RETIREES BULB , LAMP, CEILING BOLT, OUTLET, 153661 NIFTY NABBER. REACHER GRABBER TOOL KILLER WED & GROSS GARDEN SPRAYER 2 GAL NUMBERS 0-9 BLK 3" 26PC, NO TRESPAS 225848 CAUTION WATCH FOR VEHICLES SIGN MAINTENANCE GARAGE 131.500 DPW GARAGE NATURAL GAS 827.500 310 E. MCMILLAN NATURAL GAS TESTED RPZ BACKFLOW FOR DPW MAINTEN 1-132864878111 ACCOUNT NUMBER 942077532-00003 DESK 9961779821 PULL THRU PAPERTOWELS, AA LITHIUM B 106C-FGRC-4XG6 LIFE INSURANCE Total For Dept 265 BUILDING & GROUNDS Total For Dept 253 TREASURER TAX SYSTEM - ANNUAL SERVICE /SUPPOR 154108 Invoice Desc. AMERICAN FLAGS POLICY PREMIUM 07/01/2024-07/01/202 2257207 17VT-D3XQ-PLQR 1PMD-9X7P-F61Q 330-534252 1C9K-CQ34-4F7N 153395 1QNW-JNY1-DVL4 06 6475557 0001 06 6475557 0001 225908 1XJJ-WCNX-G1XV 05242024 05242024 19YR-NPK3-6P16 1RHP-W7L1-9FQJ 114-8320349-0825 INV9993100 1DYW-KRX3-K1WY 225964 249866 225839 153408 05242024 1KPH-HQ9N-M1QJ Invoice 05/17/24 05/29/24 05/15/24 05/01/24 05/30/24 05/29/24 05/23/24 06/06/24 05/10/24 06/07/24 06/06/24 05/08/24 05/26/24 05/18/24 05/12/24 06/10/24 06/10/24 05/30/24 05/23/24 05/17/24 05/01/24 06/08/24 06/03/24 06/10/24 05/10/24 05/10/24 05/24/24 05/21/24 05/24/24 05/24/24 05/24/24 05/07/24 05/31/24 06/15/24 Due Date 183.84 27.99 402.80 194.14 861.14 849.41 820.00 Amountheck # 71.51 17.52 (96.78 126.85 52.35 22.56 7.19 67.42 92.99 23.77 43.99 10.97 22.99 17.28 82.25 24.68 29.99 12.99 43.98 65.01 19.97 89.97 22.13 26.12 7.59 9.86 35.19 78.16 23.99 15.82 28.06 2.41 48449 48447 48405 48444 48416 48486 48405 48413 48405 48457 48457 4844 4842 48405 48428 48458 48447 48457 4841 48405 48413 48412 48428 48416 48467 48467 48461 48405

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	VERIZON	942077532-00002	PSK 9961779820	05/07/24
	NEWBERRY NEWS INC		04/2024-026	05/0/2/20
		REMOTE,	PAR' 1269	06/08/24
		Total For Dept 441 PUBLIC WORKS		ī
Dept 480 ALLEY CLEAN UP 101-480-929.000 04/19/24	FOOTER ACE HARDWARE	month 7/20	1)
	NAPA AUTO PARTS DIVISION OF	F MITARPSTRAP 31 IN	962962	05/10/24
	FOSTER ACE HARDWARE	FASTENERS, S	225749	05/10/24
		Total For Dept 480 ALLEY CLEAN UP	Þ	1
Dept 523 SEWER 101-523-752.000 04/30/24	AMAZON			
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Dept 524 MOTOR POOL				
	MML WORKERS' COMP FUND	POLICY PREMIUM 07/01/2024-07/01/202 2257207	202 2257207	06/15/24
	NAPA AUTO PARTS DIVISION OF	ĭ	963097	05/25/24
101-524-753.000 04/13/24	AMAZON	STRAIGHT PIPE WRENCHS	19RH-VRX3-NH3P	05/13/24
	ROWLEYS WHOLESALE	SO/SO ANTTREFFE	COB 1/35575-00	05/15/24
		CORE CHARGE - DRUM RETURN (2)	1436271-00	05/10/24
	WEX BANK - SPEEDWAY UNIVERSAL	GAS/FUEL	96903573	05/22/24
	NEAL'S TRUCK PARTS		5107912	05/16/24
	NAPA AUTO PARTS DIVISION OF	3	962544	05/12/24
	UP INTERNATIONAL TRUCKS	BELT-POLY 10 RIBS X 98 1/3 EL	X111011082:02	05/10/24
	ZAREMBA EQUIPMENT INC	HOSE	RAD INLE 184406S	05/03/24
			PREFORMED COI 111N-4XG6-1W4G	05/18/24
	MOME	SWIVEL, HOOK, COLD SHUT	153422	04/23/24
101-524-932 000 04/23/24	FOSTER ACE HARDWARE	CLEVIS SLIP HOOK 1/4"	225793	05/10/24
	- 2	STENERS	225790	05/23/24
	MILWAY KENTALS & SALES	BELT, NUT, KNIFE, KNIFE BOLT	565010-1	05/24/24
101-524-932.000 04/25/24 101-524-932.000 04/23/24	-WARES GROUP		330-533727	05/25/24
	AUTO PARTS DIVISION		963042	05/23/24
	NAPA AUTO PARTS DIVISION OF	F MI ANGLE STOCK	962856	05/19/24
	PARTS DIVISION		962961	05/22/24
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101-524-932.000 04/26/24	EMENT MUNICIPAL	SALISWIVEL JOINT, SHIPPING AND HANDLING 10985	ING 10985	05/26/24
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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF NEWBERRY
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	28,073.10			Dept 524 MOTOR POOL	Total For D			
48419	19,900.00	05/24/24	564824-1		6" CHIPPER TOWABLE	MIDWAY RENTALS & SALES	04/24/24	101-524-981.000
	1,032.12	05/25/24		LET COLORADO 3.7 WHEEL B	OF MI 2007 CHEVROLET COLOR	PARTS DIVISION	05/07/24	101-524-932.000
	6.19 4.49	06/15/24	330-534809	CLAMP	IX1 80G RIGID MALE/CLAMP	AUTO-WARES GROUP	05/06/24	101-524-932.000
48466	76.60	06/13/24		IP COUP, 6G MEGACRIMP COUP	8G MEGACRIMP COUP, 6G		05/13/24	101-524-932.000
39	(534.03)	06/08/24	CM184663S		SHROUD FAN	ZAREMBA EQUIPMENT INC	05/08/24	101-524-932.000
	(400.00)	05/30/24	CM184406S				04/30/24	101-524-932.000
48483	1.59	06/06/24	963607		OF MI HDWE	OIVISION	05/06/24	101-524-932.000
48463	55.84	06/08/24		TANK	CAP HYDRAULIC	RENTALS &	05/08/24	101-524-932.000
48463	370.50	06/08/24	N 566415-1	THE FUEL. COVER AIR CLEAN	ORING: FILTER FUE	MIDWAY RENTALS & SALES	05/08/24	101-524-932.000
40	/00 EA/	06/07/24	1380131-03	1	DOOR UPHOLS TOOL	AUTO-WARES GROUP	05/08/24	101-524-932,000
48483	9.49	06/03/24	963521		OF MI JB STICK	PARTS DIVISION	05/03/24	101-524-932.000
48483	6.24	06/06/24	963591		OF MI HOSE CLAMP	AUTO PARTS DIVISION	05/06/24	101-524-932.000
48483	15.75	05/25/24	963126			DIVISION	04/25/24	101-524-932.000
48483	53.88		963125	W30 QT	OF MINAPA SYN 10W30	VISION	04/25/24	101-524-932.000
48466	278.95	05/30/24	5108095		12145 ALT	NEAL'S TRUCK PARTS	04/30/24	101-524-932.000
48447	13.75		139G-XPGW-CJ70		WIRE STRIPPER,		04/30/24	101-524-932.000
40	12.99			LUBE	1 GAL MOUNTING	AUTO-WARES GROUP	04/30/24	101-524-932.000
48406	43.98			K TRAILER HITCH MOUNT W/	LIFTED TRUCK TRAILER	AMAZON	04/26/24	101-524-932.000
39	534.03				SHROUD FAN		04/12/24	101-524-932.000
48440	166.97			FROM ELECTRONIC CATALOG	INTERCHANGE		04/26/24	101-524-932.000
48440	17.99				OIL FILTER		04/25/24	101-524-932.000
48440	(97,98)			T PURCHASED ON INVOICE 5	HD XL V BELT		04/26/24	101-524-932.000
48440	(166.97)	05/26/24	330-533819	REMAN ALTERNATOR RETURN FROM INVOIC	REMAN ALTER	AUTO-WARES GROUP	04/26/24	Fund 101 General Fund Dept 524 MOTOR POOL 101-524-932.000
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48418	423.59	05/12/24	II: 65318	3 PIERCE FIRE TRUCK, PARK BRAKE LI 65318	GREAT LAKES TRUCK SERVICE 03	04/12/24	213-336-932.000
48421	210.00	04/12/24	R HA 53064	1988 PIERCE LADDER - DRIVER DOOR HA 53064	NEWBERRY MOTORS INC 19	03/12/24	213-336-932,000
48426	133.00	04/25/24	SHOP 0007236	CHAIN SAW TUNE UP, SPARK PLUG, S	S & J SPORTS CH	03/25/24	213-336-929.000
48467	277.81	05/24/24	05242024	FIRE HALL NATURAL GAS 900.500	SEMCOENERGY GAS COMPANY F1	05/03/24	213-336-921.000
48420	100.00	04/17/24	INV68046	ART, EXIT ROUTES - JOB #21403		03/18/24	213-336-911.000
48453	61.37	05/25/24	05022024	FIRE HALL UVERSE	ATT U.VERSE F1	05/02/24	213-336-850,000
48432	26.96	05/07/24	DESK 9961779821	ACCOUNT NUMBER 942077532-00003 [VERIZON AC	04/15/24	213-336-850.000
48409	51.38	04/23/24	04022024	FIRE HALL UVERSE	ATT U.VERSE E1	04/02/24	213-336-850.000
48472	327.97	05/22/24	96903573	GAS/FUEL	WEX BANK - SPEEDWAY UNIVERSAL GI	04/30/24	213-336-759.000
48468	138.37	05/26/24	VEL 984106	DURACELL BATTERY, 3M FASTENERS,	SNYDERS DRUG STORE DU	04/26/24	213-336-752.000
48427	9.98	04/20/24	979531	8X10 PICTURE, FRAME	SNYDERS DRUG STORE 82	03/20/24	213-336-752.000
48420	137.00	04/17/24	INV68044		NATIONAL OFFICE NA	03/18/24	213-336-752.000
	698,06	06/15/24	1202 2257207	POLICY PREMIUM 07/01/2024-07/01/202 2257207	MML WORKERS' COMP FUND PO	05/14/24	213-336-725.000
						ing Fund	Fund 213 Fire Revolving Dept 336 FIRE
	5,882.17	1	Fund	Total For Fund 203 Local Street Fund	т		
	78.30		NO	Total For Dept 482 ADMINISTRATION	To		
48486	17.52	06/07/24	INV9993100	MI SPACE SAVER I	PERSONAL CONCEPTS MI	05/0//24	703-402-736.100
48447	12.99	06/06/24	1C9K-CQ34-4F7N			05/07/24	203-482-752 100
48405	29.59	05/26/24	'n	PULL THRU PAPERTOWELS, AA LITHIUM		04/26/24	203-482-752.100
48447	9.86	05/30/24	1QNW-JNY1-DVL4		AMAZON CC	04/30/24	203-482-752.000
48425	8.34	05/23/24	VN D 9066	DIAL HAND SOAP, DIAL REFILL, DAWN	RAHILLY IGA DI	04/23/24	203-482-752,000 C
	5,803.87		PENANCE	Total For Dept 463 ROUTINE MAINTENANCE	To		
48480	5,1/5.62	05/30/24	202404-B0030	AE- COLD PATCH	BIT-MAT PRODUCTS OF MICHIGAN AF	04/30/24	203-403-700.000
48416	45.98	05/10/24	225726	HILLMAN FASTENERS		04/1/24	203-463-750 000
48428	171.93	05/01/24	06 6475557 0001	LIFE INSURANCE .		04/15/24	203-463-726.000
	410.34	06/15/24	1202 2257207	POLICY PREMIUM 07/01/2024-07/01/202 2257207	COMP FUND	븝.	463 ROUTINE 463-725.000
	6,097.24		FUND	Total For Fund 202 MAJOR STREET FUND	To	1	Find 203 Local street
		1					
	79.19	ı	NC	Total For Dept 482 ADMINISTRATION	To		
48405	79.19	05/19/24	14LC-3TWV-64XV	EUREKA UPRIGHT VACUUM CLEANER	AMAZON EU	04/19/24	202-482-752.100 (
	6,018.05		TENANCE	Total For Dept 463 ROUTINE MAINTENANCE	To		
01.505	370.00	- P2//1/C0	TELLETO O.T. C	IOU-VACALL-C 16X40 VAC-ALL COMBO TO 019//91	CHANCIN BROWN WCXPO	12/11/50	
48482 48480	33.96 5,175.62	05/30/24 05/30/24	459086 202404-B0030	4	MICHIGAN	04/08/24 04/30/24 04/17/24	202-463-752.100 202-463-760.000 202-463-929 000
						T FUND	202 MAJOR ST
BCk #	Amountheck	Due Date	Invoice	Invoice Desc.	Vendor I	Invoice Date	GL Number
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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF NEWBERRY
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582-583-753.000 04/19/24 FOSTER ACE 582-583-753.000 04/30/24 WEX BANK - 582-583-801.000 04/11/24 COUNTRY MI	L EXPENSES 04/29/24 05/14/24 04/15/24 04/16/24 04/16/24	582-582-752.100 05/07/24 AMAZON 582-582-752.100 05/07/24 PERSONAL CO 582-582-850.000 05/02/24 ATT U.VERSE 582-582-900.000 04/30/24 NEWBERRY NE 582-582-913.000 04/07/24 MACKINAC BR	04/18/24 RESCO 04/17/24 RESCO 04/25/24 WALMAF 04/25/24 BURTON 04/26/24 AMAZON 05/01/24 AMAZON 05/01/24 FOSTER	STANDA RAHILL AMAZON AMAZON AMAZON AMAZON RESCO	Fund 213 Fire Revolving Fund Fund 582 Electric Fund Dept 000 582-000-042.000 582-000-228.100 582-000-228.200 04/30/24 STATE OF	GL Number Invoice Date
ROSS	MML WORKERS' COMP FUND STANDARD, THE FOSTER ACE HARDWARE D & D HOME CENTER ZOOM FOSTER ACE HARDWARE	AMAZON PERSONAL CONCEPTS ATT U.VERSE NEWBERRY NEWS INC MACKINAC BRIDGE AUTHORITY	ELECTRIC UTILITY SUPPLY ELECTRIC UTILITY SUPPLY A, LANDON A ACE HARDWARE	RD, THE Y IGA	NAN ZACHARY OF MICHIGAN OF MICHIGAN	Vendor
GASB 75 REPORT FOR RETIREE OPEB OFFICE CLEANING DUMPSTER-GARBAGE	Total For Dept 582 ELECTRIC DISTRIBUTION COBRA RETIREES POLICY PREMIUM 07/01/2024-07/01/202 2257. LIFE INSURANCE LOCKNUT CONDUIT 2", ADAPTER TERMINA 2257. ANCHOR BOLTS, 1/2 MASON BIT, SPRAY 1533. MEETINGS THREAD TAPE, NIPPLE BLACK, HEX BUSH 2257.	TOILET PAPER MI SPACE SAVER 1 LARGE CAPACITY METER UVERSE PRINTING AND PUBLISHING BRIDGE FAIR	8FT TYPE 3 CROSSARM TYPE 3 3.75"X4. 3030055 CUTOUT POLY, CONN H-TAP, SPLICE COV 3029928 COLEMAN 100 MAX DEET CONTINUOUS SPR 2000119 BOOT ALLOWANCE 631911 PULL THRU PAPERTOWELS, AA LITHIUM B.1Q6C-FG GORILLA HOT GLUE STIKCS, COWHIDE LE.1HLV-4L COOPER BUSSMANN KTK-R-3 FUSE 1THF-R3 WOOD CUTTER BAR AND CHAIN OIL 225948	Total For Dept 000 LIFE INSURANCE DIAL HAND SOAP, DIAL REFILL, DAWN D COPY PAPER BURN RELIEF SPRAY START-UP KIT FOR AIR COMPRESSORS SYNTHETIC RUBBER AIR & WATER HOSE 3 SYNTHETIC RUBBER AIR & WATER HOSE 3 SYNTHETIC RUBBER AIR & WATER HOSE 3	Total For Fund 213 Fire Revolving Fund UB refund for account: 1-01230-09 1-01230-09 WATER LIGHT SALES TAX COLLECTED 04-2024 PA-95 COLLECTION LIEAF 6099 -MONTH APRIL 2024	Invoice Desc.
94177 APRIL 2024 UP0051840667	249866 2257207 06 6475557 0001 225713 153397 INV254987441	1C9K-CQ34-4F7N INV9993100 05022024 04/2024-026 04072024	YPE 3 3.75"X4. 3030055 AP, SPLICE COV 3029928 CONTINUOUS SPR 2000119-09227595 631911 AA LITHIUM B.1Q6C-FGRC-4XG6 CS, COWHIDE LE.1HLV-4LV7-MK9X -3 FUSE 1THF-R3MK-NT7C HAIN OIL 225948	06 6475557 0001 9066 1QNW-JNY1-DVL4 1PRG-LJF7-KDGX 1KJJ-3KFH-MDNP 1KTX-1HCY-7WDD	Fund 1-01230-09 04-2024 FH APRIL 2024	Invoice
06/24/24 06/15/24 05/15/24 05/30/24 05/02/24	05/29/24 06/15/24 05/01/24 05/10/24 05/18/24 05/01/24	06/06/24 06/07/24 05/25/24 05/25/24 05/28/24 04/07/24	05/18/24 05/17/24 04/25/24 05/22/24 05/26/24 05/31/24 05/31/24 06/10/24	05/01/24 05/23/24 05/30/24 05/12/24 05/13/24 05/13/24	05/20/24 06/08/24 05/30/24	Due Date
14.43 546.00 133.33 45.00 50.00	3,777.05 3.22 414.73 81.28 38.27 39.45 4.56 23.54		966.50 1,930.00 50.12 121.90 29.59 81.08 49.98	,	2,595.49 147.25 5,425.33 1,250.14	Amountheck
48438 48438 48415 48474 48474	48458 48428 48416 48413	48447 48486 48452 48464 48430	48437 48437 48430 48434 48405 48447 48447 48447	48428 48425 48447 48447 48405	48488 48446 48477	#

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GL Number

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF NEWBERRY
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BOTH OPEN AND PAID
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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amountheck	Ф С *
T C							- 1
502-503-650,000	04/16/24	AT&T	WATER/LIGHT PHONE	906293564804	05/09/24	68.32	48408
58315831850,000	04/15/24	VERIZON	942077532-00003	DESK 9961779821	05/07/24	53.31	48432
582-583-850.000	05/01/24		ACCT 00042108-7	1632661	05/28/24	25.93	48460
582-583-851.000	05/09/24	UNITED STATES POST OFFICE	`	1631526	05/28/24	17.50	48460
582-583-900.000	04/30/24	ATION SYSTEMS	TNCHR BILLIC MAID FOR CLIFF	TNW-TTE-0000000 05/30/24	06/09/24	8.73	48469
582-583-913.000	05/01/24	CTOIL	DENICE VOICED - PAGETT III	INV-ALS-0009928	05/30/24	576.07	48450
582-583-921.000	05/03/24	SEMCOENERGY GAS COMPANY	EXPENSE VOUCHER - EASTER UP REGIONA WATER LIGHT BUILDING NATURAL GAS 23	REGIONA 05012024 . GAS 23 05242024	06/01/24	22.40 74.72	48471 48467
			ENERAL EXPEN		Ī	782	
NG	MAINTENANCE		1 1 1 1 1 1			2,702.01	
582-585-752.100	04/25/24	FOSTER ACE HARDWARE	ROPE SB NYLONG 3/8"X500, SWIVEL SIN 225845	225845	05/10/24	140.37	48416
582-585-929.000	04/25/24	FOSTER ACE HARDWARE D & D HOME CENTER	DUIT. 1/2	225847 CONNE 153389	05/10/24	30.00	48416
			Total For Dept 585 BUILDING MAINTENANCE	ANCE	Ī	227 17	
SED	POWER					NO F . F .	
	05/10/24	MICHIGAN PUBLIC POWER AGENCY	VOLUNTARY GREEN PRICING/RENEWARLE P.	20240510020	VC/2C/2V	167 17	108
582-586-926.000	05/06/24	CLOVERLAND ELECTRIC CO-OP	POWER	APRIL 2024	05/27/24	9,423.31	48475
582-586-926.100	05/01/24	AMERICAN TRANSMISSION COMPANY	PURCHASED POWER - CAPACITY	002021	05/20/24 05/08/24	52,874.87 14,484.06	109
			Total For Dept 586 PURCHASED POWER		Ĩ	76,949.41	
Dept 588 SAVE THE BEI 582-588-752,200	BELLS 04/19/24	AMAZON		111111111111111111111111111111111111111			
582-588-752.200	05/01/24	AMAZON	GORILLA HOT GLUE STIKCS, COWHIDE LE 1HLV-4LV7-MK9X	1HLV-4LV7-MK9X	05/19/24	53.94	48447
			Total For Dept 588 SAVE THE BELLS		1	75.82	
			Total For Fund 582 Electric Fund		1	90,638.98	
Fund 590 Sewage Receiving Dept 537 SEWER SYSTEM	iving Fund M						
537-719.000		44 NORTH	COBRA RETIREES	249866	05/29/24	2.41	48458
590-537-726 000	05/14/24	MML WORKERS' COMP FUND	07/01/2024-07/01/202	2257207	06/15/24	440.67	
590-537-752 001	05/04/24	TANDARD, I		06 6475557 0001	05/01/24	86,41	48428
590-537-752.001	05/04/24	E D HOME	4"22 1/2, 4" COUPLING, 4"PVC	153502	06/04/24	269.60	48454
590-537-752.001	05/08/24	O HOME (R, CEMENT, PVC	153501	06/04/24	97.94	48454
590-537-752,001	05/07/24	ETNA SUPELY COMPANY	DWV, COUPLING, FLEX COUPLING,	S105662922,002	06/25/24	489.90	48456
590-537-752.100	05/08/24	NCL OF WISCONSIN INC	THEOMOTONE EB1415M	S105662922.001	06/25/24	56.09	48456
590-537-752.200	05/01/24	000	MEETINGS	TW755 / 007 / / 1	06/08/24	2,079.82	48465
590-537-753.000	04/15/24	D & D HOME CENTER		163370 144T	05/01/24	2 2 8 9	
590-537-753.000	04/25/24	AMAZON	Y CART HEAVY DITTY	1.74C-V6/U-DV6W	05/15/24	37.99	48413
590-537-753.000	05/06/24	UTO PARTS DIVISION OF	WRENCH	DOSE WON TOTAL TOTAL DAON	06/06/2/	66.60T	CO FO F
590-537-776.000	04/23/24		UN REARTRIG HOSENOZ	225801	05/10/24	33 08	48416
590-537-776,000	05/03/24	MAC'S MARKET INC	RYER SHEETS	00310893	06/03/24	37.78	48462
0.00-00.1-7.70.000	05/09/24	FOSTER ACE HARDWARE	ARDEN SPRAYER	225976	06/10/24	77.98	48457

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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF NEWBERRY POST DATES 04/13/2024 - 05/17/2024

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BOTH JOURNALIZED AND UNJOURNALIZED

AT START OF INVOICE NUMBER DENOTES INVOICE IS PARTIALLY PAID BOTH OPEN AND PAID

591-536-913.000 591-536-921.000 591-536-900.000 591-536-900.000 591-536-850.000 591-536-850.000 591-536-850.000 591-536-850.000 591-536-850.000 591-536-801.000 591-536-801.000 Fund 591 Water Fund Dept 536 WATER SYSTEM GL Number 591-536-801.000 591-536-801.000 591-536-801.000 591-536-801.000 591-536-801,000 591-536-801.000 591-536-759.000 04/30/24 05/14/24 05/03/24 05/01/24 04/30/24 05/01/24 05/01/24 04/15/24 04/16/24 04/15/24 05/16/24 04/30/24 04/30/24 05/10/24 04/29/24 04/24/24 04/11/24 04/30/24 Invoice Date COUNTRY MILE DOCUMENT DESTRUCT SHREDDED DOCUMENTS NORRIS CONTRACTING INC SEMCOENERGY GAS COMPANY ARISTA INFORMATION SYSTEMS HTC-HIAWATHA TELEPHONE CO HTC-HIAWATHA TELEPHONE CO VERIZON WATKINS, ALLISON NEWBERRY NEWS INC VERIZON FAIR, ALMA GFL ENVIRONMENTAL FAIR, ALMA WATKINS ROSS COUNTRY MILE DOCUMENT DESTRUC: SHREDDED DOCUMENTS WEX BANK - SPEEDWAY UNIVERSAL GAS/FUEL Vendor IN UB BILLIG Total For Fund 591 Water Fund Total For Dept 536 WATER SYSTEM WATER LIGHT BUILDING NATURAL GAS 23 05242024 EXPENSE VOUCHER - EASTER UP REGIONA 05012024 ACCT 00042364-7 ACCT 00042108-7 ACCOUNT NUMBER 942077532-00003 DESK 9961779821 WATER/LIGHT PHONE GASB 75 REPORT FOR RETIREE OPEB PRINTING AND PUBLISHING ACCOUNT NUMBER 942077532-00002 -OFFICE CLEANING MOBILIZATION, LABOR AND MACHINE WATER SAMPLES DUMPSTER-GARBAGE OFFICE CLEANING Invoice Desc. CE 9961779820 04/2024-026 906293564804 INV-AIS-0009928 1631526 05/2024 1632661 05142024 761-11211473 UP0051840667 APRIL 2024 94177 96903573 Invoice 05/30/24 05/28/24 05/07/24 06/14/24 05/24/24 06/01/24 05/28/24 05/28/24 05/07/24 05/09/24 05/30/24 05/25/24 05/30/24 05/30/24 05/15/24 06/24/24 05/11/24 Due Date 6,920.38 6,920.38 2,700.00 318.68 133.33 Amountheck # 363.00 133.33 234.00 53.32 317.63 76.11 17.50 25.93 68.33 74.72 55.78 14.44 45.00 14.44 9,60 4847 48450 48464 48460 48460 48432 48408 48432 48481 48476 48484 48478 48441 4841! 48472

Fund Totals:

rund off water rund	Fund 590 Sewage Receiving Fund	582	Fund 213 Fire Revolving Fund	203	Fund 202 MAJOR STREET FUND	
6,920.38	69,602.04	90,638.98	2,595.49	5.882.17	6.097 24	42,702.71

Total For All Funds:

224,439.01





Stronger. Safer. Infrastructure."

BILL TO: 302 E. MCMILLAN AVE. VILLAGE OF NEWBERRY

NEWBERRY, MI 49868

CONTRACT: Newberry MI, 10In CIPP PROJECT: 10-IN. CIPP PROPOSAL

20

ö

(W) Insituform

P.O. BOX 74008440 CHICAGO, IL 60674-8440 PLEASE REMIT BY CHECK TO: INSITUFORM TECHNOLOGIES LLC

PLEASE REMIT BY ACH TO:
INSITUFORM TECHNOLOGIES LLC
BANK OF AMERICA MERRILL LYNCH **ROUTING: 111000012**

SWIFT: BOFAUS3N ACCOUNT: 003750825891

PAGE : DATE : 1 of 1 4/10/2024

JOB NUMBER : PAYMENT TERMS : FEDERAL ID : ESTIMATE:
INVOICE #
CUSTOMER PO: Net 30 Days 13-3032158 130733 755873

			0	0	NO NET
			Cured-In-Place-Lining 12"	Cured-In-Place Lining, 10"	DESCRIPTION OF WORK
		TOTAL C	356.00	442.00	QUANTITY
		ONTRAC	듀	듀	
	Month Gross Sales Tax Month Retention Month Open	TOTAL CONTRACT 47,094.00	64.00	55,00	CONTRACT AMOUNT UNIT PRICE
•	ention		22,784.00	24,310.00	PRICE
	47,094.00 47,094.00	EARNED THIS PERIOD 47,094.00	356.00	442.00	COMPLETED THIS PERIOD QUANTITY AMOUNT
	Sales Tax Less: Reta Previous E	47,094.00	22,784.00	24,310.00	'HIS PERIOD AMOUNT
	Sales Tax Less: Retainage Previous Estimate	EARNED TO DATE 47,094.00	356.00	442.00	COMPLETED TO DATE QUANTITY AMOUN
		E 47,094.00	22,784.00	24,310.00	TO DATE AMOUNT

Customer #

4543113

AMOUNT DUE
THIS ESTIMATE

47,094.00



	Contractor's Application for Payment No	for Payment No.	2 FINAL
	Application Period: 12/2/23 - 5/2/24	Application Date:	5/2/2024
Village of To (Owner): Newberry	From (Contractor):Insituform Technologies USA, Inc	Via (Engineer):	Kelly Heidbrier - C2AE
Project: Newberry Wastewater Improvements Phase 1	Contract:		
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:	21-0321
CWSRF - 5794-01	130726		

Application For Payment

(Column F on Progress Esti			
4. TOTAL COMPLETED AN			
3. Current Contract Price (Li	س	\$12,532.45	ige Order #1
2. Net change by Change Orde	Deductions 2.	Additions	Number
1. ORIGINAL CONTRACT I	1.		nge Orders
		Change Order Summary	

	NET CHANGE BY CHANGE ORDERS	TOTALS								Change Order #1	Number	The City City Colors
	\$12,532.45	\$12,532.45								\$12,532.45	Additions	
	32.45										Deductions	
(Column G on Progress Estimate + Line 5 above) \$	8. AMOUNT DUE THIS APPLICATION \$ 9. BALANCE TO FINISH, PLUS RETAINAGE	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	c. Total Retainage (Line 5a + Line 5b) \$	b. X Stored Material \$_	8. 0% X \$656,279.54 Work Completed \$	5. RETAINAGE:	(Column F on Progress Estimate)\$	4. TOTAL COMPLETED AND STORED TO DATE	3. Current Contract Price (Line 1 ± 2) \$	2. Net change by Change Orders S	1. ORIGINAL CONTRACT PROCEssions S
\$. € 9				1							ı

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments recifrom Owner on account of Work done under the Contract have been applied on account to discharge Contract legitimate obligations incurred in connection with Work covered by prior Applications for Payment, (2) title Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Applicati Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrance (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interests or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with to Contract Documents and is not defective.

the	inces	ractor's tle of all	received
	is recommended by:		received Payment of:
	1		⇔
(Engineer)	rully pullouse	(Line 8 or other - attach explanation of the other amount)	\$46.678.62
(Date)	5/10/2024	other amount)	

Payment of:

is approved by:	(Owner)	(Date)
Approved by:		

(Line 8 or other - attach explanation of the other amount) \$46,678.62

Funding Agency (if applicable)

(Date)

Endorsed by the Construction Specifications Institute.

Matt Brinkoetter

Date:

5/8/2024



Progress Estimate

Contractor's Application

	77	ш	C	0 2020		Pi	rev 'ea	iou	is)						
Tax Acct Transfer to Gen Fund/Tax Appropriation Funds	Interest Earned on Tax Accounts	Deposits to Tax Savings Account	Admin Fee, Penalty & Interest Collected	Personal PropertyTax Collected	Real Property Tax Collected	Delinquent Real Tax Interest Collected	® Delinquent Real Tax Collected	Delinquent Personal Interest Collected	Delinquent Personal Property Taxes	LEDGER ITEMS:		April 30, 2024	FOR MONTH ENDING:		VII I AGE OF NEWBERRY
ation Funds				0%	2%						Collections	Y.T.D.			
0.00	8.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		April	Actual Collections	2024		
3,524.16	16.27	6,239.49	462.35	0.00	5,378.93	29.50	0.00	0.00	0.00		Y.T.D.	lections			
				0%	2%						Collections	Y.T.D.			
0.00	0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		April	Actual C	2023	TREASURER'S REPORT	
9,972.84	0.15	6,080.51	394.77	0.00	5,225.28	34.11	0.00	0.00	0.00		Y.T.D.	Actual Collections		N'S REPORT	

		TAX ACCOUNT BALANCE @
2023	2024	ALANCE @
\$1,630.63	\$9,688.20	Beginning April
\$1,630.66	\$9,697.12	Ending April

changes) compared to the same year's Year To Date collections. Tax roll totals are dictated by the Council adoption of millage Year To Date (YTD) percentages are calculated using the Real and Personal Property Tax Roll Totals (less any Board of Review percentage describes the actual amount collected so far this year. rates and Township compiled assessed taxable values. For Example; of the 100% we could hope to collect for this year, the

the current year for any delinquent taxes received. Admin Fee, Penalty & Interest Collected (C): Includes all these fees for the current years collections as well as penalties collected in

To check Bank Balance: Add Beginning Bank Balance + (D) Deposits to Tax Acct + (E) Interest in Tax Acct LESS (F) Tax Acct Transfer to GF & FIRE Tax Appropriation Funds = Ending Bank Balance

First Sational Bank
Main Office:

P.O. Box 187 * 132 North State Street St. Ignace, Michigan 49781 Voice: 906-643-6800 Fax: 906-643-6808 Les Cheneaux Branch P.O. Box 177 - 192 S Meridian St. Cedarville, MI 49719 * 906-484-2262

West Mackinac Branch P.O. Box 142 - W11635 West U.S. 2 Naubinway. MI 49762 * 906-477-6263

Mackinac Island Branch P.O. Box 534 – 534 Market St. Mackinac Island, MI 49757 * 906-847-373:

Newberry Branch
P.O. Box 466 - 1014 S. Newberry Ave.
Newberry. MI 49868 * 906-293-5160

3021734

NEWBERRY WATER & LIGHT BOARD NEWBERRY SAVE THE BELLS 307 E MCMILLAN AVE NEWBERRY MI 49868

Date 4/30/24 Page 1 of ACCOUNT NUMBER

ACCOUNT PREVIOUS 1 CR DE SERVICE INTEREST	BALANCE REDITS TOTALING	15,607.19 153.77 .00 .00 14.15 15,775.11	DAYS IN STAT	ER BAL ECTED BAL ned ntage Yield Ear	30 15,647 15,647 14.15
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		DATE	INTEREST RAT	E	
		3/31	1.10%		



Newberry Village Council Regular Meeting Minutes April 16, 2024 – 6:00 p.m. Meeting Location: 307 E. McMillan

<u>Present</u>: Village President – Freese, Trustees: Cameron, Hendrickson, Olson, Puckett, Schummer, Stokes. <u>Also Present</u>: Village Manager – Watkins, Clerk - Terese Schummer, Newberry News – Sterling McGinn, Leif Scherimann.

<u>Call to Order:</u> President Freese called the meeting to order at 6:00 p.m., the Pledge of Allegiance was recited. <u>Approval of Agenda:</u> Moved by Freese, support by Hendrickson, to approve the agenda with four additions. Under New Business: G, H, I and J. Ayes: All.

Public Comments on Agenda Items: None.

Village President's Comment: None.

Special Schedule Topics: None.

Accounts Payable and Financial Updates:

- A.) <u>Village of Newberry Monthly Bills</u>: Moved by Freese, support by Olson, **CARRIED**, to approve payment of the 03/16/2024 04/12/2024, bills, in the amount of \$150,303.90. Discussion followed. Ayes: Freese, Cameron, Hendrickson, Olson, Puckett, Schummer, Stokes.
- B.) <u>Treasurer's Report</u>: March 2024 report N. Moulton submitted a written report. Council accepted the report as presented.
- C.) Christmas Lights Fund as of 03/31/2024 \$15,607.19.

<u>Consent Agenda:</u> Moved by Freese, support by Olson, **CARRIED**, to approve Consent Agenda items as presented. Ayes: All.

- A. Approval of Minutes Regular Session March 19, 2024.
- B. Petitions and Communications None
- C. Reports of Boards
 - a. Planning Commission did not meet next meeting April 29, 2024, 6:30 p.m.
 - b. Zoning Steering Committee March 18, 2024 minutes next meeting TBD.
- D. Reports of Committees
 - a. Infrastructure Committee April 10, 2024 minutes next meeting May 8, 2024 @ 9:30 am.
- E. Reports of Village Officers and Leadership
 - a. Fire Chief: Written report submitted by Secretary T. Immel.
 - b. Ordinance Enforcement Officer: None.
 - c. Working Superintendent of DPW: Written report submitted by Hollingshead.
 - d. Superintendent of WWTP: Written report submitted by Blakely.
 - e. Working Superintendent of Water & Light: Written report submitted by Kucinskas.
 - f. Village Manager: Verbal and written report by Watkins.

Unfinished Business:

- a.) Pentland Litigation: Update by Watkins.
- b.) 2002 Case Loader Repair: Update by Watkins.
- c.) <u>Clean Water SRF 2023 Project:</u> Update by Watkins. Moved by Freese, support by Olson, **CARRIED**, to approve use of CWSRF Loan Funds for repairing manhole channels, not to exceed \$25,000. Ayes: Freese, Cameron, Hendrickson, Olson, Puckett, Schummer, Stokes.
- d.) 2024 EGLE Community Technical, Managerial, and Financial (TMF) Support for Lead Line Replacement: Update by Watkins.
- e.) Downtown Tree Removal: Tree removal is slated for Sunday, April 28th.
- f.) Phasing out \$49 Delinquent Utility Carry-Over: This will be effective June 1, 2024.
- g.) Public Comment Follow-Up from previous meeting: None needed.

New Business:

- A.) <u>2023 CWSRF Loan Funds for Repairing Manhole Channels:</u> Addressed in C. of Unfinished Business.
- B.) <u>DPW Purchase of Woodchipper</u>: Moved by Freese, support by Puckett, **CARRIED**, to approve DPW request to purchase a woodchipper for not more the \$24,000. Discussion followed. Ayes: Freese, Cameron, Hendrickson, Olson, Puckett, Schummer, Stokes.
- C.) <u>Charles Road Sewer Line Transfer:</u> Moved by Freese, support by Olson, **CARRIED**, to accept the Bill of Transfer from the State of Michigan Newberry Correction Facility. Ayes: Freese, Cameron, Hendrickson, Olson, Puckett, Schummer, Stokes.
- D.) May Truth in Taxation Hearing: Hearing is set for 5:30 p.m. on May 21, 2024, just prior to the regular Village Council meeting.
- E.) <u>Purchasing</u> Local Vendors: Discussion was held regarding the Village purchasing goods and services locally rather than from Amazon or outside vendors.
- F.) 2023 Audit: Scheduled for the week of April 29, 2024.
- G.) <u>Siren:</u> Update by Watkins. Waiting for the company the siren was purchased from to come and fix it.
- H.) W&L Call Outs: Update from Watkins.
- I.) Ordinance Committee request: Ordinance Committee asked the Council to review a request to waive this years Sidewalk Permit renewal fee, due to lack of snow for winter business. Will allow Village Manager to decide the matter if a formal request is made. Ordinance Committee minutes from the April 3, 2024 meeting were presented. Next meeting is May 1, 2024 as 9:30 a.m.
- J.) <u>Approval of Special Session Minutes:</u> Moved by Freese, support by Stokes, **CARRIED**, to approve the Special Session Minutes of March 14, 2024, with one correction, time of adjournment to read 6:56. Ayes: Freese, Cameron, Hendrickson, Olson, Schummer, Stokes. Abstain: Puckett.

Public Comment: Comment heard from Terese Schummer, regarding Village purchasing goods locally. **Assignment of Public Comment Response:** None needed.

<u>Comments by Council Members:</u> Comment heard from: Schummer, Hendrickson, Cameron, Puckett, Freese. <u>Adjourn Meeting</u>: Moved by Puckett, support by Cameron, **CARRIED**, to adjourn the meeting at 8:12 p.m. Ayes: All.

Ayes: All.		
These minutes are unofficial until voted on at the	ne next meeting.	
Terese Schummer, Clerk	Catherine Freese, Village President	

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VILLAGE OF NEWBERRY FIRE COMMITTEE MEETING MINUTES

Date: Thursday, May 2, 2024 Location: 307 E. McMillan Avenue Time: 9:30AM

- 1. CALL TO ORDER- 09:30
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL-- Cameron, Olson, Puckett, Wendt, Watkins, Hollingshead
- 4. APPROVAL OF AGENDA- Motion by Olson, second by Puckett. Ayes-all.
- 5. APPROVAL OF MINUTES November 30, 2024 Motion by Olson, second by Puckett. Ayes-all.

6. PUBLIC COMMENT

The agenda provides for public comment on any matters citizens may wish to bring to the attention of the committee. Please limit comments to 3 minutes. - None.

7. UNFINISHED BUSINESS

- 1. MI Treasury Grant
 - a. Fire Equipment
 - -Received grant and check. Closed out.
- 2. Mutual Aid Agreement for Columbus Township
 - -Do not currently have a mutual aid agreement.

8. NEW BUSINESS

- 1. 2024 Graymont Community Fund Grant Turn Out Gear
 - -Working on applying for a grant to pay for turn out gear.
- 2. Westshore Fire Fire Siren Contract for Preventive Maintenance
 - -Preventive Maintenance Contract from Westshore fire to be signed.
- 3. Additional Fire Millage
 - -Motion: Recommend to council for a 2 million/5-year millage to pay for fire vehicles only. Moved by Puckett, second by Cameron. Ayes-all.

9. PUBLIC COMMENT

The agenda provides for public comment on any matters citizens may wish to bring to the attention of the committee. Please limit comments to 3 minutes.

-none.

10. SCHEDULE NEXT MEETING- TBD

11. ADJOURNMENT- 10:56. Motion by Cameron, second by Puckett. Ayes-all.

Village of Newberry Ordinance Committee Meeting Minutes 307 E. McMillan Avenue Thursday, May 9, 2024 9:30 AM

- 1. Called to Order: Stokes called meeting to order at 0931.
- 2. Roll Call: Stokes, Henderickson, Olson, Watkins, Hollingshead
- 3. Approval of Agenda: Motion by Hendrickson, second by Olson. Ayes-all.
- 4. Approval of Last Month's Minutes: Motion by Olson, second by Hendrickson. Ayes-all.
- 5. Public Comment: N/A
- 6. Unfinished Business
 - A. Short Term Rentals Ordinance—Committee reviewed changes from last meeting.
 - B. Draf Ordinance language to focus on giving strength to garbage/blight violations: Working with ordinance officer on a plan to enforce this ordinance.
 - C. Tabled; Draft Ordinance for governing:
 - 1. Removal of trees on major streets
 - 2. Removal of decorative pots
 - 3. Tree removal from enhanced yard areas
 - D. Tabled: Ordinance Development for Sale of Village Property
- 7. New Business
 - A. Next committee meeting date: Wednesday, June 5, 2024; 09:30 AM
- 8. Public Comment N/A
- 9. Adjournment 1019. Motioned by Stokes, supported by Hendrickson. Ayes-all.

VILLAGE OF NEWBERRY INFRASTRUCTURE COMMITTEE MEETING MINUTES

Date: Wednesday, May 8, 2024 Location: 307 E. McMillan Avenue Time: 9:30AM

- 1. CALL TO ORDER Hendrickson called meeting to order 0930.
- 2. ROLLCALL Hendrickson, Cameron, Schummer, Blakely, Watkins, Hollingshead
- 3. PLEDGE OF ALLEGIANCE
- 4. APPROVAL OF AGENDA Moved by Cameron, Second by Schummer. Ayes-all
- APPROVAL OF MINUTES Regular Meeting on April 10, 2024 Moved by Schummer, seconded by Cameron. Ayes-all

6. PUBLIC COMMENT

The agenda provides for public comment on any matters citizens may wish to bring to the attention of the committee. Please limit comments to 3 minutes. N/A

7. UNFINISHED BUSINESS

- 1. Case Loader Update-Waiting for parts to start the repair.
- 2. 2023 Clean Water SRF Project Update -Will start repairs after EGLE approves request.
- 3. Downtown Tree Removal- Trees are removed. DPW will pull stumps and repair the sidewalk.
- 4. EGLE TMF Lead/Copper Inventory Grant- Waiting for official grant award letter.
- 5. Manhole Grouting Project-Will start repairs after EGLE approves request.
- 6. Woodchipper purchase-Purchased and delivered.
- 7. Air Compressor Purchase-Delivered and operational.

8. NEW BUSINESS

- 1. DPW
 - a. Robinson Sewer Line Repair-Lateral connections replaced.
 - b. 41 Lumber Painting

Motion: Recommend council approve Sanders painting quote. Moved by Cameron, second by Schummer. Ayes-all

- 2. W&L
 - a. Water Valve Repairs on M123 Line
 - -Norris construction is fixing broken water valves that caused a leak.

3. WWTP

- a. Backup Generator Replacement
 - -Waiting for another quote, then a decision will be made.

9. PUBLIC COMMENT

The agenda provides for public comment on any matters citizens may wish to bring to the attention of the committee. Please limit comments to 3 minutes. N/A

10. SCHEDULE NEXT MEETING -June 12, 2024 @9:30AM

11. ADJOURNMENT 1043. Moved by Schummer, second by Cameron. Ayes-all.

VILLAGE OF NEWBERRY



302 East McMillan Avenue, Newberry, MI 49868 Phone: 906-293-3433 Fax: 906-293-8890

NEWBERRY FIRE REPORT

April 2024

SEC. T. IMMEL

Fire Calls

- 4-3-2024 M117 single car PI left the roadway.
- 4-10-2024 Home on M28 illegal burn behind home.
- 4-14-2024 East ave D false alarm call
- 4-17-2024 Mutual Aide on Sandtown Road wood boiler.
- 4-21-2024 Power pole near Zellar rest.
- 4-22-2024 County Road 389 woods burning.
- 4-25-2024 Culvert stuffed with log started on fire north 18 miles on m123

Other

- 4-3-2024 Regular Meeting
- 4-17-2024 Regular Meeting

Training

VILLAGE OF NEWBERRY



302 East McMillan Avenue, Newberry, MI 49868 Phone: 906-293-3433 Fax: 906-293-8890

DPW Superintendent Jerry Hollingshead April 2024

- Snow Removal
- Work orders
- Miss Digs
- Clean and set up parks.
- Blade alleys
- Cold Patch Streets
- Tar tank/ Dura Patcher ready.
- Sign repair and replacement.
- Shop and vehicle maintenance.
- Pulled whips.
- Alley, brush, and leaf clean up.

Newberry Wastewater Treatment Plant George Blakely Superintendent April 2024 Report

Wastewater Treatment

- Monthly report submitted to EGLE.
- Staff Safety Meeting
- Routine Preventive Maintenance
- Outside Maintenance
- Crane in to do preventive maintenance on grinders.
- Put mower deck on John Deere
- Keith Hollingshead took Class C Wastewater Exam

VILLAGE OF NEWBERRY



302 East McMillan Avenue, Newberry, MI 49868 Phone: 906-293-3433 Fax: 906-293-8890

Newberry Water and Light Dept Dan Kucinskas Water & Light Supt. April 2024

- Red Tags
- Multiple Miss Digs
- Disconnects/Reconnects
- Daily Well Inspection
- Monthly Water Test (came back good)
- Read Meters
- Yearly Water Testing (Multiple)
- Call out garage fire
- Water tank inspection
- Brushing right aways
- Transferring wire off old poles
- Mcleans pole caught on fire porcelain switch broke

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TOTAL KWh
AVERAGE METERS

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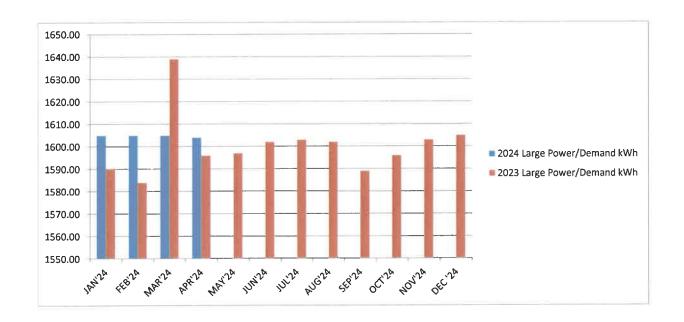
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Total Billed

607,729.12

Water & Light
Electric Demand Report Large Power/Industrial 2024

MONTH:	LG POWER/INDUSTRIAL	BILL	ED AMOUNT
DEC'23	1605.00	\$	14,432.00
JAN'24	1605.00	\$	14,438.95
FEB'24	1605.00	\$	14,438.95
MAR'24	1605.00	\$	14,438.95
APR'24	1604.00	\$	14,425.83
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JUN'24			
JUL'24			
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OCT'24			
NOV'24			
DEC '24			



Water & Light Purchased Power Report 2024

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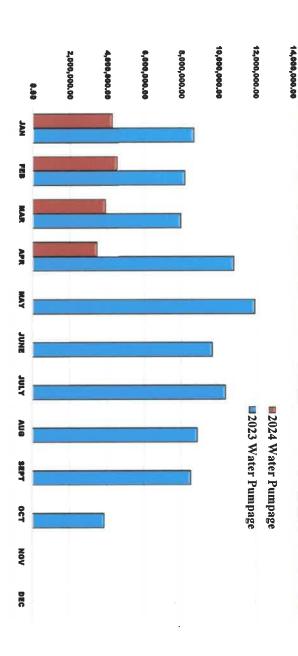
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FEB	3095300.00	FEB	2681545.00
MAR	2551458.00	MAR	2952671.00
APR	3010799.00	APR	2767950.00
MAY	2529786.00	MAY	
NOC	2441355.00	JUN	
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AUG	3028211.00	AUG	+
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Water & Light
Water Pumpage Report - 2024

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\$7,930.16	111.1%	\$ 71,250.00	\$ 00.025,888	3,018,780.00	1,006.26	77,733.82 \$ 79,180.16	\$ 77,733.82	3,908,300.00	MAR '24
\$6,726.13	109.4%	\$ 71,250.00	1,506,600.00 \$	3,024,300.00	1,008.10	77,876.44 \$ 77,976.13	\$ 77,876.44	4,530,900.00	FEB'24
\$7,883.78	111.1%	\$ 71,250.00	1,221,475.73 \$	3,038,124.27	1,012.70	78,231.70 \$ 79,133.78	\$ 78,231.70	4,259,600.00	JAN'24
Difference between Revenue Collected and Monthly Revenue Goal	% OF GOAL	Monthly Revenue Goal	Difference between gallons pumped and gallons billed	Gallons Billed (16th to 15th of the month prior)	Billed Reu's [16th to 15th of the	Actual Revenue Received 1st - 30th of the month (billed from month)	Billed Water Amounts (16th to 15th of the month prior)	Recorded Gallons Pumped 1st -30th/31st month	HTNOM
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West Shore Services, Inc. Warning Systems Division

6620 Lake Michigan Drive • P.O. Box 188 • Allendale, MI • 49401 800.632.6184 • 616.895.4347 • Fax: 616.895.7158 • <u>WWW.WESTSHORESERVICES.COM</u> 24/7 Emergency Service Number: 616.242.6745

Agreement for Inspection and Annual Preventative Maintenance For Community Alert/Notification System

Initiation Date: 2024

The following is an Annual Preventative Maintenance Agreement between West Shore Services, Inc. (WSS) and Village of Newberry, MI (customer). The agreement covers annual inspection and preventative maintenance only for the siren(s) and associated controls listed on Attachment A, and automatic battery replacement at the end of the four-year period.

New sirens added to the customer's system will automatically be added to *Attachment A* the year following the installation, unless the customer notifies WSS otherwise.

This agreement will renew annually unless either party gives notification of intent to amend or discontinue at least 30 days prior to the annual renewal date. The following work is included under this agreement:

Annual inspection and testing of each remote siren site including the following:

Visual Inspection of:

- Grounding system(s) and junctions
- · AC Service, Disconnect, Fuses and Breakers
- Utility Pole (Condition and Level)
- Conduits and weather seals
- · Electrical connections and junctions
- AC Surge Protection
- Cabinets, Housings and Coated Surfaces

Inspect and Service:

- Grease and Transmission Fluid Levels
- Belts, Gears and Clutch Tension
- Motors and Collector Bushings
- High Current Relay(s)/Contactor(s)

Test and Adjust:

- RF Controller and Radio Communications Integrity (If so equipped)
- Antenna System
- Current Sensors (If so equipped)
- Rotation Transmission Inspection/Testing (If so equipped)

Inspect and Test on DC systems: (If so equipped)

- Transformer Rectifier
- DC Chargers, Regulator settings and Limiting Circuit(s)
- Batteries (If so equipped)

- 2. All labor, material, equipment used and travel expenses required to complete the annual inspection and preventative maintenance work.
- 3. Any needed repairs that are discovered during the inspection and preventative maintenance process that take less than fifteen (15) minutes and require less than ten dollars (\$10.00) worth of parts, will be completed at the time we are on site at no additional charge. Repairs that exceed these parameters are not covered under this agreement and an estimate to complete any additional repairs will be submitted for customer approval prior to completing the work.
- 4. A completed copy of each site inspection report will be forwarded for customer's records.
- Recommendations for any additional repairs or upgrades including a cost estimate to complete the work.
- 6. Battery Replacement: This agreement includes battery replacement every four years for AC/DC systems during annual preventative maintenance process. For existing systems, the cost for batteries, miscellaneous material and labor will pro-rated by the number of years left before the next scheduled battery replacement.

Four Year Agreement Period: 2024-2028

The number of 2001 sirens: (1) at \$450.00 per site annually (w/battery replacement) is \$450.00

Total Annual Cost for this agreement is: \$ 450.00

Payment

Payment for work completed under this agreement is due 30 days from the time you have received an invoice showing that the annual inspection and preventative maintenance work has been completed. Customer copies of the site inspection reports will be forwarded with the invoice.

For: West Shore Services, Inc.	For: Village of Newberry, MI
Printed Name:	Printed Name:
Libby Mackey - Service Coordinator	Allison Watkins
Signature	Signature
Lівбу Маскеу	allison Workins
Signed	Signed

Appendix A – Siren Site List For Inspection and Annual Preventative Maintenance Agreement

Municipality: Village of Newberry Agreement Period: 2024-2028

SITE	STREET ADDRESS	LOCATION DESCRIPTION	BRAND	MODEL	MOUNT
001	307 E. McMillan Ave	N: 46.351648 W: 85.506242	Federal	2001-130	Pole
002					
003					
004					
005					
006					
007					
008					
009					
010					
011					
012					
013					



COMMUNITY TECHNICAL, MANAGERIAL, AND FINANCIAL SUPPORT FOR LEAD SERVICE LINE REPLACEMENT GRANT AGREEMENT (ARP FUNDED)

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY AND VILLAGE OF NEWBERRY

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Finance Division ("State"), and Village of Newberry ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to P.A. 166 of 2022. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: SLV, PPD, OE

Project #: TMF-068

Amount of grant: \$286,339

% of grant federal 100%

Amount of match: none required

PROJECT TOTAL: \$286,339

Start Date: 10/1/2023

End Date: 9/15/2026

FISCAL RECOVERY FUND (FRF) ITEMS:

Recipient Type:

Subrecipient

Can be used for allowable expenditures incurred on/or after: 10/1/2023

Federal Awarding Agency: <u>US Department of Treasury</u> CFDA Number and Name: <u>21.027</u>

FAIN Number: SLFRP0127

Research and Development Award: ☐ Yes ⊠ No

SLFRF Category: 5.15 Drinking water: Other water infrastructure

SLFRF Short Name: FRF4873-TMF068

Major Program: ARPTMF

GRANTEE CONTACT INFORMATION:

Name/Title: Allison Watkins, Village Manager

Organization: Village of Newberry

Address: 302 E. McMillian Ave.

City, State, ZIP: Newberry, MI 49868

Phone Number: (906) 293-3433

E-Mail Address: awatkins@newberrymi.gov

Federal ID: <u>38-6007193</u>

Grantee UEI Number: <u>CA1WWAN39HN9</u>

SIGMA Vendor Number: CV0048402

Address Code (if applicable): N/A

STATE'S CONTACT INFORMATION:

Name/Title: Brian Danhoff, Department Analyst

Division/Bureau/Office: Finance Division

Address: 1540 West Washington Street

City, State, ZIP: Marquette, MI 49855

Phone Number: (906) 236-5165

E-Mail Address: DanhoffB@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

	Allison Watkins, Village Manager		
Signature	Name/Title	Date	
FOR THE STATE:			
	Kelly Green, Administrator		
Signature	Name/Title	Date	

Michigan.gov/EGLE

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EQP1031 (Rev. 12/2023)

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

- (A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.
- (B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 10
April 1 – June 30	July 10
July 1 – September 30	Before October 10*
October 1 – December 31	January 10

^{*}Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a

report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant, including Uniform Guidance for Federal Awards (2 CFR 200).
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.
- (C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.
- (E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- (F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS & SUBAWARDS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

For all Subawards - 2 CFR 200.331 – 200.333 Subrecipient Monitoring and Management All pass-through entities must:

- A) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
- (1) Federal award identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier)
 - (ii) Subrecipient's unique entity identifier
 - (iii) Federal Award Identification Number (FAIN)
 - (iv) Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency
 - (v) Subaward Period of Performance Start and End Date
 - (vi) Subaward Budget Period Start and End Date
 - (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient
 - (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation
 - (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

- (x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity
- (xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement
- (xiii) Identification of whether the award is R&D; and
- (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
- (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.
- (4) (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:
 - (A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;
 - (B) The de minimis indirect cost rate.
 - (ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).
- (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part.
- (6) Appropriate terms and conditions concerning closeout of the subaward.
- **B)** Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
- (1) The subrecipient's prior experience with the same or similar subawards.
- (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program.
- (3) Whether the subrecipient has new personnel or new or substantially changed systems.

- (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- C) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.
- **D)** Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and performance reports required by the pass-through entity.
- (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
- (3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.
- (4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
- **E)** Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
- (1) Providing subrecipients with training and technical assistance on program-related matters; and
- (2) Performing on-site reviews of the subrecipient's program operations;
- (3) Arranging for agreed-upon-procedures engagements as described in § 200.425.
- **F)** Verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.
- **G)** Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- (h) Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

H) 200.333 Fixed amount subawards

With prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in §200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq*.

XI. LIABILITY

- (A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.
- (B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: https://www.sam.gov/SAM.

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2)
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

Federal Audit Requirements

- (A) (2 CFR 200.501) Audit required. A non-federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program specific audit conducted for that year in accordance with the provisions of this part
- (B) (2 CFR 200.508) Auditee requirements:
 - a. Procure or otherwise arrange for the audit, if required.
 - b. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
 - c. Promptly follow up and take corrective action on the audit findings.
 - d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained through December 31, 2031.

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

- (A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.
- (B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.
- (E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.
- (D) Any funds received under the authorizing legislation for this program expended by the eligible applicant in a manner that does not adhere to the American Rescue Plan 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that an eligible applicant receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan, Public Law 117-2, or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

- (A) This Agreement may be terminated by the State as follows.
 - (1) Upon 30 days written notice to the Grantee:
 - a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
 - b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
 - c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
 - d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
 - e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).
 - (2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract.
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.
- (B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. <u>PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII) AND THE PRIVACY ACT.</u>

In accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a), the recipient is required to take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

XXIV. STATUTARY CATEGORIES FOR USE OF FISCAL RECOVERY FUND (FRF)

The four statutory categories for use of FRF funds are included below as outlined in the guidance. The program design has been approved to ensure that the program meets one of the requirements below. Appendix A provides additional details on eligible uses to ensure it aligns with Treasury's guidance.

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work
- (3) For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency
- (4) To make necessary investments in water, sewer, or broadband infrastructure

Treasury's Final Rule details compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization

should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

XXV. PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0127 awarded to The State of Michigan by the U.S. Department of the Treasury."

Use of Funds Restrictions:

First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.

Second, a recipient may not use SLFRF funds in violation of the conflict-of-interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.

Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).

PROGRAM-SPECIFIC BOILERPLATE

XXVI. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

XXIX. PREVAILING WAGE and LABOR AGREEMENT

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE

Funds were added under sections 602 and 603 of section 9901 of the Social Security Act of section 9901 of Public Law No. 117-2, known as American Rescue Plan Act of 2021 ("ARPA"), signed into law on March 11, 2021 https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds as the Coronavirus State and Local Fiscal Recovery Funds ("FRF"). The State of Michigan was awarded \$6.54 billion dollars under the Fiscal Recovery Fund, on May 13, 2021.

OMB Uniform Guidance for Non-federal Agencies Receiving These Funds The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CRF Part 200 (the "Uniform Guidance"). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit.

Programs are required to follow the Uniform Guidance provisions that are included in the document. Applicants must review the eCFR Uniform Guidance at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1 for complete requirements.

The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, your organization should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of your organization's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued May 12, 2022).

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury's Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions.

PROJECT-SPECIFIC REQUIREMENTS - APPENDIX A

Project Overview:

This project involves work related to the development of Village of Newberry's (Newberry) lead service line replacement (LSLR) program. Field verification will be conducted for approximately 122 service lines at properties where lead is suspected but not confirmed or where service line material is unknown but likely contains lead, based on Newberry's knowledge of service line materials at the time of this agreement. This includes effort by Newberry, consultant, and contractor staff to pothole on either side of each curb stop and perform in-building investigation to document service line materials. This project includes applicable restoration to original condition of potholed locations. Information gathered during the physical verification of service lines will be incorporated into Newberry's water system database for use in developing their lead service line replacement program.

Newberry will develop a project planning document for the Drinking Water State Revolving Fund (DWSRF) program. This planning document will only contain lead service line replacement project activities.

Newberry will also pursue public education and outreach efforts related to lead service line verification and replacement program implementation. This effort includes the development of community outreach materials, holding public information sessions, and flyers to residents affected by grant activities.

EGLE approved estimated project costs include:

Activity	Budget
Service Line Verification	\$231,339
Project Planning Document Development	\$43,200
Public Outreach/Education	\$11,800
Total Task: TMF LSLR	\$286,339
Total Grant Amount	\$286,339

Indirect costs are not allowed under this agreement.

Grantee initials

Based upon guidance governing ARPA funding, EGLE has made the determination that all work pertaining to this project, including any sub-grantee activity, must be completed by September 31, 2026.

Program-specific Requirements:

- a) Non-professional contractor services should be competitively bid.
- b) A signed contract is needed for contracted services greater than \$50,000 prior to reimbursement.
- c) Tangible, permanent construction activities, including the replacement and/or repair of service lines, are not eligible for reimbursement under this grant.
- d) Projects that include funding for DWSRF project planning document development must submit a lead service line replacement project planning document no later than Spring of 2026 (DWSRF deadline for fiscal year 2027 funding). If a project planning document paid for using grant funds includes infrastructure work above and beyond LSLR, the Grantee agrees that they will proceed with solely the LSLR work in the event that SRF funds are limited and only available for LSLR activities.
- e) Force account may be utilized with justification documenting the need. Force account fringe benefits are limited to 40 percent and holiday and overtime pay is not grant eligible. Utility indirect costs (rent, overhead, etc.) are not grant eligible. A detailed summary sheet(s) including name, title, hours worked, per hour compensation (show wages and fringes) of each municipal employee with time billed to the project, along with a description of the service the employee provided, is needed for reimbursement.
- f) Completion of grant funded work does not constitute approval by the Department of Environment, Great Lakes, and Energy's Drinking Water and Environmental Health Division to meet a regulatory obligation. All compliance related questions need to be directed to your district engineer. All water systems need to meet required compliance deadlines and approval and execution of this grant contract does not alter a water supply's obligation to meet compliance deadlines.

If you need this information in an alternate format, contact <u>EGLE-Accessibility@Michigan.gov</u> or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.



1211 Ludington St. Escanaba, MI 49829 906.233.9360 www.c2ae.com

January 30, 2024 (Rev May 10, 2024)

Allison Watkins, Manager Village of Newberry 302 E. McMillan Ave. Newberry, MI 49868

Re:

Professional Engineering Agreement

TMF-Lead Service Line Grant

Dear Ms. Watkins:

We are pleased to offer our services with the implementation of your Michigan TMF-Lead Service Line (TMF-LSL) funded grant to investigate your public water system to identify existing lead services and prepare the necessary planning documents to capture funding. The following scope of services itemizes the components necessary under the grant program and related costs.

Statement of Understanding

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) recently announced over \$50 million in TMF-LSL grant funding for municipalities to verify water service line materials where they are expected to be lead. Each community can request up to \$600,000 in grant funding, without a local match, to perform outreach/education efforts, develop planning documentation, and perform service line investigations. Grant activities must be completed by September 15, 2026. The overall intent of the grant program is for communities to become better prepared to pursue Bipartisan Infrastructure Law (BIL) funding through EGLE for the replacement of lead service lines.

If lead services are found and your community desires to pursue BIL Lead Service Line Removal (BIL-LSLR) funding, the program is 51% loan and 49% principal forgiveness for overburdened communities. The FY 2024 BIL-LSLR program dollars available are over \$109 million. Additional program dollars will be available in FY 2025 and FY 2026.

The Village of Newberry is submitting an application to EGLE for the TMF-LSL grant. Upon an offer and the return of a grant agreement with EGLE, the Village, if it so chooses to proceed and signs this engineering agreement, is authorizing C2AE to perform the necessary engineering and project management functions to meet the grant requirements.

It is understood that the Village will provide force account work to assist the engineer in the field, especially during the asset inventory functions. This work focuses primarily on asset identification/location and possibly uncovering assets to verify system materials records.

Scope of Services

Public Outreach

C2AE will assist the Village to advertise and hold a public presentation to review the impacts of lead services on public health, the processes under which they are identified, and the techniques used to replace them. This presentation will further explain the current testing being conducted and current compliance with State and Federal laws. Lastly, the



Ms. Allison Watkins January 30, 2024 (Rev May 10, 2024) Page 2

scope of the TMF-LSL grant work will be overviewed with the public to increase their understanding of the project and their role in making the grant a success.

Informational brochures will be developed and distributed to the general public to help inform them of how the water enters their home/business, a description of the water service components, and potential replacement process for any discovered lead services.

As an additional step to educate the public, we will create a flyer to be included with water bills for the affected customers to inform them of the planned activities. This will ensure adequate access to perform the internal inspections and prepare the residents of the future potholing work to be performed on their property. The required notification will be sent to any resident once a confirmed LSL has been found.

Project Plan Development

A Drinking Water State Revolving Fund (DWSRF) Project Plan will be developed to exclusively pursue a LSLR project targeting BIL funding. This DWSRF Project Plan will utilize the information collected from the LSL verification component to identify and define the scope of the project.

The required federal cross cutters and environmental study, as well as the environmental impact assessment and mitigation efforts, will be completed during this development phase. Additionally, an analysis of alternatives, present worth analysis, and selected alternatives will be performed.

A Capital Improvement Plan (CIP) and review of the current rate structure will also be completed to ensure the affordability of the community to complete the work. This will culminate in a recommended rate structure/methodology being developed for the community to assist them in funding the scope of work included in the DWSRF Project Plan.

Recognizing that DWSRF Project plans are viable for a 5-year period, future LSL replacement projects will be defined beyond the 1-year planning to position the community to pursue future funding to remain in compliance with the State and Federal requirements to replace all LSL by January 1, 2041 and maintain the required minimum 5% replacement per year.

The DWSRF Project Plan elements are as follows:

- 1. Submit ITA to EGLE.
- 2. Determination of Overburdened Community Status.
- 3. Prepare a New Project Plan for lead service line replacements. Include cost and affordability requirements.
- 4. Submit Draft Project Plan for EGLE review.
- 5. Attend and present Project Plan at Public Hearing.
- 6. Compile and submit final draft of Project Plan.

<u>Lead Service Line Identification</u>

A portion of the existing water system's "unknown material" service lines or service lines constructed prior to 1989 will be investigated using a method called "potholing" to access and identify the service materials. Field services to perform the vactor truck operation will be bid and contracted to companies that have experience in this area. Service materials will be recorded in a database to be used to develop planning documents. We will assist with field staff to verify material type and determine where potholing shall occur.



Ms. Allison Watkins
January 30, 2024 (Rev May 10, 2024)
Page 3

Our services shall include the following in developing and implementing your TMF-LSL grant:

1. GIS Background Preparation and Labels

C2AE will update a Water System and Service Line database to be used in collecting and analyzing data throughout the project and assist in preparing a bid package for the pothole investigations. We will build upon any available data and system resources.

2. Piping Age Inventory

Review existing record drawings, service lead cards, and other information to verify service line materials and age, which will be utilized to prepare a list of services to perform pothole investigation.

3. Create Templates and Interface for Data Entry

Develop templates to collect service line materials during potholing investigations and house/building internal inspections that will interface with the existing water system database. Field staff will have pull-down menus to select materials to maintain consistency in how the data is collected.

4. Service Identification and GPS Location

Utilizing hand-held GPS equipment, record locations of service line investigations and service components to be used to develop the DWSRF Project Plan elements.

5. Bid Package and Field Oversight Services

Prepare a bid package for Pothole Investigations to be sent to contractors that specialize in this type of work. Since the potholing work is a significant portion of the grant, we want to ensure that this work is being performed as cost-effectively as possible. C2AE will provide a field representative to accompany the contractor during potholing to observe and collect data on service materials as-needed. Furthermore, we will oversee that restoration work is completed.

6. Internal Inspections

In conjunction with Village staff, we will provide staff to perform residential and business service line investigations to identify service line material at the water meter. We will take photographs and record information using the templates to interface with the database.

7. Data Entry

Complete data entry and review the output to identify lead services. Provide the Village with summary reports of the investigations and review the elements that will be included in the DWSRF Project Plan.

Schedule

We make the assumption that the Village is offered a grant agreement and signs it around April 1, 2024. Under this scenario the work would progress as follows:

January 31, 2024 TMF-LSL Application "due by" date

March 2024 EGLE Grant Award Notifications

April - June 2024 Public Outreach

Review existing service lead information

Create database templates for data collection

Identify service leads to perform additional investigation

Prepare bid packages for pothole investigation



Ms. Allison Watkins January 30, 2024 (Rev May 10, 2024) Page 4

June - October 2024

Perform Potholing Investigations

Perform residential/business internal investigations

November 2024 - April 2025

Evaluate lead service line information collected during the grant

Develop DWSRF Project Plan Submit the plan to EGLE

September 15, 2026

Completion of all grant-related work

Compensation

The following is our engineering costs to perform the scope of work on a Time and Materials basis, as outlined above.

Public Outreach: \$ 7,500
Project Plan Development: \$ 40,000
Lead Service Line Identification: \$ 101,550
Total: \$ 149,050

The engineering efforts associated with this TMF-LSL Grant on which a grant request will be based are \$ 154,050.

If you concur with our proposal, please sign in the space provided and return a copy to our office.

A copy of our Standard Provisions is attached and made part of this agreement.

Sincerely, C2AE Nelly deidbaiec	Authorization to Proceed:
Kelly R. Heidbrier Project Manager	Village of Newberry
William J. Kimble, PE	
Government Market Leader	Date

VILLAGE OF NEWBERRY



302 East McMillan Avenue, Newberry, MI 49868 Phone: 906-293-3433 Fax: 906-293-8890

2024 Village of Newberry Tax Roll Authorization

Tax Roll Authorization

MOTION 1-

The Village Council authorizes the Village Treasurer to spread the <u>2024</u> Tax Roll based on the Taxable Value of <u>\$21,067,208</u> as determined by the McMillan Township Assessor. Such tax to be levied with <u>10.7462</u> mills for general operation purposes and <u>4.2989</u> mills for streets and alleys and <u>1.332</u> mills for solid waste (disposal/collection) and <u>1.9056</u> mills for residential fire protection for a total millage of <u>18.282</u>.

Tax Roll Fees, Penalties, and Dates

MOTION 2-

The Village Council authorizes collection of taxes for 2024 beginning July 1, 2024, and continuing through February 28, 2025. The Village Council authorizes the addition of a 1% administrative fee (\$1.00 Minimum) due July 1, 2024. After September 14, 2024, the Village Council authorizes the addition of a 1% administrative fee (\$1.00 Minimum) and 3% penalty (\$2.00 Minimum), plus 1% interest per month to the Village Treasurer until tax is paid.

B

ORIGINAL TO: County Clerk(s) COPY TO: Equalization Department(s) COPY TO: Each township or city clerk

2024 Tax Rate Request (This form must be completed and submitted on or before September 30, 2024) Carefully read the instructions on page 2

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory, Penalty applies MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been County(ies) Where the Local Government Unit Levies Taxes Local Government Unit Requesting Millage Levy Village of Newberry **Luce County** For LOCAL School Districts: 2024 Taxable Value excluding Principal Residence, Qualified Agricutlural, Qualified Forest, Industrial Personal and Commercial Personal Properties. 2024 Taxable Value of ALL Properties in the Unit as of 5-28-2024

authorized for levy on the 2024 tax roll.

Prepared by Michae			Voted	Charter	Charter	Charter	(1) Source
ael W							6
repared by Michael Woolford			Fire Service	Solid Waste	Streets Alleys	Gen Operations	(2) Purpose of Millage
			11/2022				(3) Date of Election
Telep (73			2.0000	1.5000	5.0000	12.5000	(4) Original Millage Authorized by Election Charter, etc.
Telephone Number (734) 693-7722			1.9691	1.3776	4.413	11.1038	(5) ** 2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"
			.9678	.9678	.9678	.9678	(6) 2024 Current Year "Headlee" Millage Reduction Fraction
Title of Preparer			1.9056	1.3332	4.2982	10.7462	(7) 2024 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"
itle of Preparer Luce County Equalization Director			1.0000	1.0000	1.0000	1.0000	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction
			1.9056	1.3332	4.2982	10.7462	(9) Maximum Allowable Millage Levy *
Date 04/30/2024			1.9056	1.3332	4.2982	10.7462	(9) Maximum Allowable Allowable Millage Levy * be Levied July 1
2024							(11) Millage Requested to be Levied Dec. 1
							(12) Expiration Date of Millage Authorized

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3). Clerk Chairperson Secretary Signature Signature Print Name Print Name Terese Schummer Date Date

Local School District Use Only. Complete if requesting miliage to be levied. See STC Bulletin 2 of 2024 for instructions on completing this section.

and NH Oper ONLY)

For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal

Rates to be Levied (HH/Supp

Rate

Total School District Operating

allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not * Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate larger than the rate in column 9.

Catherine Freese

President

For all Other For Commercial Personal

^{**} IMPORTANT: See instructions on page 2 regarding where to find the millage rate used in column (5).

FIRE EXPENSE VS TAX REVENUE TRACKING 2022-2024

Taxable Value of All Properties

 2022
 \$
 17,936,669.00

 2023
 \$
 19,152,734.00

 2024
 \$
 21,067,208.00

	.,	2024					
	Original Millage	Original Millage Total	2024 Millage		2024 Total	Loss	
General Operations	12.5000		10.75	\$	226,392.43	\$	36,947.6
Streets Alleys	5.0000	,	4.30	\$	90,551.07	\$	14,784.9
Trash	1.5000	\$ 31,600.81	1.33	\$	28,061.52	\$	3,539.2
Fire Service	2.0000	\$ 42,134.42	1.91	\$	40,145.67	\$	1,988.7
		\$ 442,411.37		\$	385,150.70	\$	57,260.6
	2024 Fire Budget	\$ (64,000.00)					
	2024 Tax Revenue	\$ 40,145.67					
	Loss coverd by GF	\$ (23,854.33)					
		2023		-			
	Original Millage	Original Millage Total	2023 Millage		2023 Total	Loss	
General Operations	12.5000	\$ 239,409.18	10.75	\$	205,819.11	\$	33,590.06
Streets Alleys	5.0000	\$ 95,763.67	4.30	_	82,322.28	\$	13,441.39
Trash	1.5000	\$ 28,729.10	1.33	\$	25,511.44	\$	3,217.60
Fire Service	2.0000	\$ 38,305.47	1.91	\$	36,497.45	\$	1,808.02
		\$ 402,207.41		\$	350,150.28	\$	52,057.13
	2023 Fire Expenses	\$ (59,000.00)					
	2023 Tax Revenue	\$ 36,497.45					
	Loss coverd by GF	\$ (22,502.55)					
	2000 00 1010 0) 01	2022		_			
	Original Millage	Original Millage Total	2022 Millage		2022 Total	Loss	
General Operations	12.5000	\$ 224,208.36		\$	192,751.03	\$	31,457.33
Streets Alleys	5.0000	\$ 89,683.35		\$	77,095.39	\$	12,587.95
Trash	1.5000	\$ 26,905.00	1.33	\$	23,891.64	\$	3,013.36
Fire Service	2.0000	\$ 35,873.34	1.91	\$	34,180.12	\$	1,693.22
		\$ 376,670.05		\$	327,918.18	\$	48,751.87
	2022 Fire Expenses	\$ (61,666.00)					
	2022 Tax Revenue	\$ 35,873.34		-			
	Loss coverd by GF	\$ (25,792.66)					
	Doss covera by Gr	(23,792.00)		_			

Proposed Millage Addition Revenue Estimates

2024 Taxable Value MILLS	LLS	TOTAL REVENUE		
\$ 21,067,208.00		100%	100% Operations - 50% Vehicles - 50%	Vehicles -
	5	\$ 105,336.04	\$ 52,668.02 \$	\$ 52,668.02
	4.5 \$	94,802.44	\$ 47,401.22	\$ 47,401.22
	4	84,268.83	\$ 42,134.42	\$ 42,134.42
	3.5 \$	73,735.23	\$ 36,867.61 \$	
	u	\$ 63,201.62	\$ 31,600.81	\$ 31,600.81
	2.5 \$	52,668.02	\$ 26,334.01	\$ 26,334.01
	2	\$ 42,134.42	\$ 21,067.21	\$ 21,067.21
	1.5 \$	31,600.81	\$ 15,800.41	\$ 15,800.41
	1	\$ 21,067.21 \$	\$ 10,533.60 \$	\$ 10,533.60

VILLAGE OF NEWBERRY

ADDITIONAL VILLAGE OF NEWBERRY FIRE OPERATIONS MILLAGE

Shall the tax limitation on the total amount of taxes that may be levied against all taxable property within the Village of Newberry imposed under Article IX, Sec. 6 of the Michigan Constitution be increased and levied in the amount of 2.0 mills (\$2.00 per \$1,000 of taxable value) and levied for ten (10) years, beginning 2025 through 2035, inclusive, on all taxable property within the Village of Newberry, Luce County, Michigan for the purpose of fire vehicle upgrades? This is a new millage which if approved would be in addition to the current fire protection millage.

stimated that a levy illage is levied.	of 2.0 mills would	l provide rev	venue raising an	estimated \$42,135	in the first year
 YES					y
 NO				X	