

**PULASKI TOWNSHIP BOARD OF TRUSTEES MEETING
AGENDA**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

AGENDA APPROVAL:

GUEST:

COMMISSION REPORT:

PUBLIC COMMENT: (3 minute per speaker)

CONSENT AGENDA:

RECEIVING TREASURER'S REPORT:

CORRESPONDENCE:

UNFINISHED BUSINESS:

NEW BUSINESS:

Election Computer

Election workers

MOE - Sewer

BILLS:

BOARD MEMBERS COMMENTS:

SUPERVISOR' S NOTES:

ADJOURN:

PULASKI TOWNSHIP REGULAR BOARD MEETING MINUTES

September 8, 2025 Monday
PULASKI TOWNSHIP HALL
CALL TO ORDER: 6:30

ROLL CALL: Chuck Todd (Supervisor) Bobbi Riley (Clerk) Lanellia Plugger (Treasurer), Sharon Reiniche (Trustee) Terry Meade (Trustee)

COMMISSIONS REPORT – Ryan Betz Fire Chief

- Total runs for August were 15 (10 - Ems, 3 Fire, and 2 Trainings)
- Total bills were \$2545.65
- All bills paid for September

Old Business:

- Grant Opportunities – Waiting for reimbursement from the DNR
- Equipment Maintenance. Starting Pump Testing, Dot Inspections, and Oil changes.

GUESTS: -Alan Smaka
*See Attachment.

CONSENT AGENDA:

Motion made by Riley to accept the August 11th. Minutes and Final bills for August. Supported by Plugger. Carried

TREASURER’S REPORT:

- It is the consensus of the board to receive and file the Treasurer’s report for August 2025.
- The Township office will be open Monday September 15, 2025 from 8:30 – 5:00 for collecting of Tax payments.

CORRESPONDANCE: N/A

UNFINISHED BUSINESS:

-Camera’s – Motion made by Riley to purchase and upgrade the Camera System for \$1938.44
Supported by Todd.

	Yea	Nay	
Plugger	<u> x </u>	—	Carried
Todd	<u> x </u>	—	
Riley	<u> x </u>	—	
Reiniche	<u> x </u>	—	
Meade	<u> -x </u>	—	

Inspection Fee

Motion made by Riley to raise the Inspection Fee to \$70.00 for both Building & Electrical permits. Also \$80.00 for Commercial permit.

Supported by Todd.

	Yea	Nay	
Pluger	<u> x </u>	—	Carried
Todd	<u> x </u>	—	
Riley	<u> x </u>	—	
Reiniche	<u> x </u>	—	
Meade	<u> -x </u>	—	

PAB stipend:

-Motion made by Riley to raise PAB stipend to \$100.00 per month.

Supported by Todd.

	Yea	Nay	
Pluger	<u> x </u>	—	Carried
Todd	<u> x </u>	—	
Riley	<u> x </u>	—	
Reiniche	<u> x </u>	—	
Meade	<u> -x </u>	—	

NEW BUSINESS:

DRD:

-Motion made by Meade to revoke DRD marijuana Licenses according to the Ordinance as No renewal by July 1st, 2025.

Supported by Todd. Carried.

Truck Millage.

-Motion made by Pluger to start the process for the renewal of Fire Operations for 1 mill renewal for 2026 to be put on the ballot.

Supported by Riley. Carried.

BILLS:

-Motion made by Riley to pay the September bills in the amount of \$15180.70 plus Fica & Citgo

Supported by Todd.

	Yea	Nay	
Pluger	<u> x </u>	—	Carried
Todd	<u> x </u>	—	
Riley	<u> x </u>	—	
Reiniche	<u> x </u>	—	
Meade	<u> -x </u>	—	

PUBLIC COMMENT: 8:05pm – 8:20pm

BOARD MEMBER COMMENTS. N/A

SUPERVISOR

- Hanover Road bridge.

-Jdot officially awarded contract to Anlaan on September 5th. Along with 5 other Bridges in the County. Timeline will come in a few weeks.

-Mennonites & Steel-wheels.

-Jdot cannot do anything. They're tied to Religion & Farm and that trumps over Jdot.

-Per Jdot will be doing Gravel in a 1" cap on the edge of Luttenton Road

ADJOURNED: 8:25pm

Bobbi Riley, Clerk

Chuck Todd, Supervisor

PULASKI TOWNSHIP

TREASURER'S REPORT

09/01/2025 THROUGH 09/30/2025

ACCOUNT	Beginning Balance	Received	Disbursed	Transfers, Voids, etc.	Interest Earned	Ending Balance
General Checking - CNB	\$ (1,515.28)	\$ 3,593.44	\$ (16,750.31)	\$ 13,561.51	\$ -	\$ (1,110.64) sweep to ICS
General ICS CNB linked to Gen Ckg	\$ 469,004.11			\$ (8,706.04)	\$ 669.68	\$ 460,967.75
Michigan Class- General Account	\$ 20,824.76			\$ -	\$ 73.44	\$ 20,898.20
Special Revenue ICS (Marihuana)	\$ 423,488.55			\$ (2,038.32)	\$ 617.28	\$ 422,067.51
General Reserve - Flagstar Bank	\$ 228,527.22			\$ -	\$ 590.84	\$ 229,118.06
Fire Dept. Money Market - CNB	\$ 100,410.96			\$ (3,879.08)	\$ 138.22	\$ 96,670.10
Michigan Class- Fire Account	\$ 51,922.84			\$ -	\$ 183.08	\$ 52,105.92
Fire CP- linked to Fire CP ICS	\$ -			\$ -	\$ -	\$ -
Fire Capital Purchases ICS - CNB	\$ 10,530.06			\$ 1,000.00	\$ 4.20	\$ 11,534.26
Fire Eq. Mill- linked Fire Eq Mill ICS	\$ -			\$ -	\$ -	\$ -
Fire Equipment Millage (ICS)-CNB	\$ 31,383.70			\$ 61.93	\$ 31.43	\$ 31,477.06
Michigan Class- Fire Millage	\$ 28,873.73			\$ -	\$ 101.81	\$ 28,975.54
				Total Cash Assets		\$ 1,352,703.76

RECEIPTS - GENERAL ACCOUNT

SEPTEMBER, 2025

Permits

Zoning	\$	30.00
Building	\$	600.00
Electrical	\$	420.00
Other	\$	-

Property Taxes

Township		
Fire		
Fire Equipment		
1% Admin Fee	\$	1,643.44
3% Penalty	\$	-

State-Shared Revenue

Constitutional		
Statutory	\$	-
Medical Marihuana App. Fees	\$	-
Recreation Marihuana App. Fees	\$	-
Charges for Services/Copies	\$	200.00
Ordinance Enforcement	\$	-
Rental Income (Hall & Pavilion)	\$	100.00

Cemetery

Open & Close	\$	600.00
Foundations	\$	-
Burial Sites		

Refunds & Rebates

Grants	\$	-
Miscellaneous	\$	-
Donation		
Collect Fees	\$	-
Excise Tax		
LCSA	\$	-

TOTAL RECEIPTS -SEPTEMBER, 2025

\$ 3,593.44

Monthly Bills September 2025 Final

	<u>GEN. BILLS</u>	<u>FIRE BILLS</u>
<u>13986</u> All Level Assessing	\$ 1,692.83	
<u>13987</u> Butters Excavating & Laen care	\$ 1,433.33	
<u>13988</u> Emmons Service	\$ 171.30	
<u>13989</u> Void	\$ -	
<u>13990</u> MES Service	\$ -	\$ 66.27
<u>13991</u> Red Letter Productions	\$ 75.00	
<u>13992</u> Spectrum Printers Inc	\$ 143.59	
<u>13993</u> Holton Hardware	\$ 8.63	
<u>13995</u> White & Hotchkiss, PLLC	\$ 255.00	
<u>13996</u> Red Letter Productions (July)	\$ 75.00	
<u>13997</u> Jackson Key Works	\$ 313.50	
<u>13998</u> VOID		
<u>EFT</u> Election Training	\$ 267.27	
<u>EFT</u> Citgo (Wex Bank)		32.58
<u>EFT</u> Consumers Energy	\$ 476.40	143.75
<u>EFT</u> WOW Com	\$ 269.04	\$ 150.14
<u>EFT</u> County National Bank ACH Fee	\$ 10.00	
<u>EFT</u> Semco	\$ 15.42	\$ 23.44
<u>EFT</u> Comtronics - down payment	\$ 731.14	
<u>EFT</u> Bavarian Inn	\$ 171.52	
<u>EFT</u> Bavarian Inn Restaurant	\$ 41.23	
DD Riley, Bobbi	\$ 1,678.46	
DD Smith, Miranda	\$ 514.51	
DD Todd, Chuck	\$ 1,453.67	
DD Pluger, Lanellia	\$ 1,519.57	
DD Betz, Hunter		\$ 42.28
DD Betz, Ryan		\$ 547.25
DD Brown, David		\$ 42.29
DD Cesco, Tom		\$ 229.93
DD Dawson, Joel		\$ 63.44
DD Mosher, Brian		\$ 92.50
13994 Reeves, Stephen		\$ 66.00
DD Riley, Conner		\$ 126.87
DD Riley, Daniel		\$ 31.72
DD Riske, Thomas		\$ 58.14
DD Rose, Ethan		\$ 74.00
DD Rose, James		\$ 74.00
DD Rose, Mike		\$ 431.69
DD Van Linder, Kalsie		\$ 121.58
DD Winter, Charles		\$ 163.86
DD Reiniche, Sharon	\$ 967.59	
DD Meade, Terry	\$ -	
FICA	\$ 1,402.58	\$ 482.00
SUBTOTALS	\$ 13,686.58	\$ 3,063.73
GRANDTOTAL	\$ 16,750.31	

Monthly Bills October 2025

	<u>GEN. BILLS</u>	<u>FIRE BILLS</u>
14000 Ryan Betz		
14001 James Hoch		\$63.00
14002 Void		\$1,170.00
14003 Pivot Point Partners LLC	\$ -	
14004 All Level Assessing	\$ 795.00	
14005 <u>Butters Excavating & Lawn Care</u>	\$ 1,692.83	
14006 Red Letter Productions Inc	\$ 2,133.33	
14007 Alann Smaka PE PLLC	\$ 75.00	
14008 Itvin Hardware	\$ 4,637.50	
14009 Ken Swift	\$ -	\$ 413.98
14010 Michigan Township Association	\$ 1,100.00	
14011 Red Letter Productions Inc	\$ 674.00	
14012 White & Hotchkiss PLLC	\$ 825.00	
14013 Void	\$ 180.00	
EFT Citgo (Wex Bank)		
EFT Consumers Energy	\$ 461.91	\$ 145.37
EFT WOW Com	\$ 269.07	\$ 150.14
EFT County National Bank ACH Fee	\$ 10.00	
EFT Semco	\$ 15.40	
EFT McAlisters Deli	\$ 22.56	\$ 23.44
EFT Bavarian Inn Lodging	\$ 153.04	
DD Riley, Bobbi Jo	\$ 1,763.30	
DD Smith, Miranda	\$ 1,266.00	
DD Todd, Chuck	\$ 1,499.33	
DD Pluger, Lanellia	\$ 1,470.62	
DD Betz, Hunter		\$ -
DD Betz, Ryan		\$ 452.10
DD Brown, David		\$ -
DD Cesco, Tom		\$ 150.65
DD Cesco, Zachery		\$ -
DD Dawson, Joel		\$ -
DD Mosher, Brian		\$ 92.51
DD Reeves, Stephen		\$ 100.43
DD Riley, Conner		\$ 31.71
DD Riley, Daniel		\$ -
DD Riske, Thomas		\$ 163.86
DD Rose, Ethan		\$ 68.72
DD Rose, James		\$ 116.30
DD Rose, Mike		\$ 288.97
DD Van Linder, Kalsie		\$ 89.85
DD Winter, Charles		\$ 68.72
DD Reiniche, Sharon	\$ 1,108.44	
DD Meade, Terry	\$ 132.14	
DD Arthur Riske	\$ 36.94	
DD Carl Rundquist	\$ 35.24	
DD Joe Travis	\$ 36.94	
DD David McClintin	\$ 36.94	
DD Russell Travis	\$ 35.24	
FICA		
State		
 SUBTOTALS	 \$ 20,465.77	 \$ 3,589.75
 GRANDTOTAL	 \$ 24,055.52	

PULASKI TOWNSHIP, JACKSON COUNTY, MICHIGAN
SWAINS LAKE WASTEWATER COLLECTION SYSTEM PROJECT
TOWNSHIP BOARD MEETING UPDATE
SEPTEMBER 8, 2025
6:30 PM

1. Exhibits to have open:
 - a. **MOU**
 - b. **System layout map**
 - c. **Spreadsheets**
 - d. **Septic system age map**
 - e. 1-pager and 5-pager examples
 - f. Public presentation example
 - g. Public participation plan outline
 - h. **Matrix for open market vs. USDA-RD**
 - i. Schedule

2. Introduction:
 - a. Nice meeting remaining board members – appreciate the opportunity to work on the project
 - b. I was engaged about 11-months ago – perspective from a year ago has changed a lot on the likelihood of project implementation
 - c. After meetings with JC BPW and Village of Concord in early June, was hoping to be here in July but had scheduling conflicts – busy summer let August slip by – thus here for initial report to full board in September 7, 2025
 - d. Lost a couple months, but not crucial for progress success – these projects are a marathon, not a sprint, and require consistent information, messaging and strategic progress
 - e. At first, was concerned such a small customer base could achieve an affordable project.
 - f. After digging in and understanding the need for a project (aged septic systems, lot sizes, soil conditions, bad road conditions, etc.), desire for the project (especially on the south end), layout of the project, and potential for partnerships with Concord and County organizations (Parks, JCDOT, BPW), think this could be a very good project if things come together – will require comprehensive outreach plan to serve entire lake vs. more limited if only doing south end (though more costly).
 - g. I am here primarily for four reasons:
 - i. Give a general update on the activities and preliminary findings from the past year – nothing is final and I will speak mainly in generalities – especially given feedback from JC BPW which I'll cover in a little more detail later
 - ii. Will try to be brief, but a lot to cover – will be high level update, but can dive into detail as requested
 - iii. Obtain feedback on the primary terms of a draft MOU with the Village of Concord – many of these answer fundamental setup questions on how the Township wants to manage the proposed system from a technical, managerial, and financial standpoint – big next step – will allow me to

finalize financial calculations once MOU approved by Township and Village

- iv. Understand need to interface with the JC BPW – PA 185 vs. 188
- v. Other general feedback and guidance in order to finalize findings

3. Journey thus far:

- a. Information gathering and sharing from/with:
 - i. JCDOT – road rehab funding
 - ii. JC BOC/BPW – willingness to administer and sell bonds for project on behalf of Township
 - iii. JC Parks – does and to which extent is the park going to want/need public wastewater service
 - iv. JC HD – to obtain existing septic system information (read stats)
 - v. JC GIS – to obtain parcel information and Lidar contour data
 - vi. Homer – wastewater treatment
 - vii. Spring Arbor – wastewater treatment
 - viii. Concord – wastewater treatment and operations; OMR and rate data;
 - ix. SW lake representatives
 - x. Township files
 - 1. Reviewed past project efforts
 - 2. Last initiative had a variety of fatal flaws that got the cart ahead of the horse:
 - a. Proceeded to design and bidding before all costs were understood and financial plan in place
 - b. Intrusive design aimed to lower initial costs while understating long-term costs
 - c. Lack of full implementation context
- b. Define alternatives that were initially considered:
 - i. Service areas
 - 1. Entire lake with gravity system – treatment by Concord
 - 2. SW area only with gravity system – treatment by Concord
 - 3. Entire lake with LP system – treatment by Concord
- c. Preliminary layouts completed – show system layout map and explain basic layout and need to understand difference between collection, transmission and treatment and OMR&R costs
- d. Initial results/conclusions
 - i. Project sizes range from \$2.02M to \$4.54M
 - ii. Monthly rates range from between \$50-70/month
 - iii. Parcel fee assessments set at \$2,500
 - iv. Benefit fee assessments range from \$15-25k depending on alternative, funding scenario, and grant level – comparable and often less than septic replacement costs
 - v. System layout favors gravity system (with partial areas of low pressure system) due to relatively shallow layout (under 15' deep most everywhere) and general need for road rehab anyway
 - vi. Low pressure estimate only \$500k less than gravity, but would not rehab roads (\$471k vs. \$33.6k), has a higher monthly charge from Concord for

Decision {



So This is
No Good? →

LAST PAGE

- operating, and has higher annual replacement requirements – will ultimately cost more in the future.
- vii. SW most efficient collection system to build, but final costs for monthly rate and assessments the same as total lake build given need to spread cost of main pump station.
 - viii. Annual cost of transmission, treatment and system operations by Concord as outlined in the MOU - \$60-80k + billing and utility costs – leads to annual cost of service between 100-120k per year with RRI savings
 - ix. Spring Arbor treatment rates the same as Concord but does not include anything/anyone to operate the system – easy \$50-100k adder depending on system design.
 - x. Operating your own system collection and treatment system will cost just as much – did not spend much time reevaluating the past treatment alternative – just retaining an operator to run the system will cost \$50-100k – current all-in with Concord before having to operate a treatment center.
 - xi. Thus, given information present now, consider Concord the most viable option to pursue at this time – independent treatment and Spring Arbor still options, but would come at higher monthly rates and assessments (to the tune of \$30+ per month and \$5-10k for assessments).
 - xii. Concord
 - 1. Concord existing OMR budget \$240k +/- – mutual benefit for them is they will be able to increase fund revenues 15-35% without any additional investments on their part.
 - 2. Once capital in-place, easiest way for Township to control operational costs – biggest factor for a limited customer base
 - 3. Met with operator and president to discuss initial thoughts (6/10/25)
 - 4. Township to prepare and present a MOU for Village consideration
 - 5. For us to discuss in a few minutes
 - xiii. Also met with JC BPW on 6/9/25 – threw a wrench into things a little
 - 1. If involved, they want to be involved and approve of any content before going public
 - 2. Need to understand if funding through PA 185 and County is likely – referendum and potential to go open market bonds (instead of USDA-RD) primary drivers to go that way
 - 3. How much does the Township want the County involved
 - xiv. That's the current status – MOU next major item to finalize project assumptions

what we talked about



- 4. MOU review and answers
 - a. Review major sections of agreement for feedback
 - b. Township own system vs. Concord owning?
 - c. Township not in operations business – no staff unless retained – would likely require 1-1.5 FTEs.
 - d. Township to do customer billing? Control of system revenues
- 5. Jackson County involvement?

6. Next steps

a. Q4, 2025

- i. Finalize MOU with Village
- ii. Jackson County integration (or not) – determine desired funding mechanism
- iii. Finalize financial feasibility calculations
 1. How deep do we go on other alternatives vs. general commentary – may be dictated by funding source (open market, not required; USDA – may require a little more)
- iv. Township to select recommended project alternative and funding source

b. Q1-Q2, 2026

- i. Develop and implement public participation plan, including but not limited to:
 1. Project scope, budget and schedule information
 2. Fact sheet
 3. Public informational meetings
- ii. Submit funding applications, as needed
- iii. Receive funding commitment
- iv. Engage rate consultant and bond counsel
- v. Finalize wastewater services agreement with Concord
- vi. Pass PA 185 and/or PA 188 resolutions

c. Q3, 2026+

- i. Make final decision on project proceeding
- ii. Implement project (assessments, design/permits/easements/USDA-RD requirements, bidding, award, precon)

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INITIAL SCHEDULE REVIEW AND UPDATE

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- d. Review schedule and make adjustments, as necessary (35 minutes)
 - i. Quarter 4, 2024 into Quarter 1, 2025
 - 1. Execute Agreement (Pulaski, ACSP) – **COMPLETED 10/22/2024**
 - 2. Conduct field visits to evaluate past project history and documentation, existing conditions, house counts, road widths, and preliminary layouts – **COMPLETED 10/22/2024**
 - 3. Hold kick-off and other various meetings with Pulaski, Concord, and lake stakeholders to understand project goals, expectations, alternatives to be considered, and concerns – **COMPLETED 4/2025 – CONCORD INFORMATION TOOK A WHILE TO OBTAIN**
 - 4. Develop high-level maximum project cost estimate for the biggest potential immediate project effort (i.e., maximum amount of funding to be requested) – **N/A OR REQUIRED**
 - 5. Submit EGLE NOI to apply for FY2026 funding (due 11/1/24), if desired – **N/A OR REQUIRED**
 - 6. Finalize system layouts and begin developing detailed cost estimates and remaining feasibility study content for all alternatives – **COMPLETED 6/2/2025**
 - 7. Engage funding and regulatory agencies, Concord, and County BPWs (as needed), on potential project – **COMPLETED 01/22/2025**
 - 8. Complete transmission system and WWTP capacity evaluation and 20-year CIP for Concord system, as needed, as basis for connection and/or capacity buy-in fees – **N/A OR REQUIRED**
 - ii. Quarter 1, 2025
 - 1. Present draft feasibility study for Pulaski and other stakeholder review – **COMPLETED 05/2025**
 - 2. Conclude legal pathway to be utilized for project financing (PA 185 vs. PA 188 vs. other) (i.e., petition, assessment, resolution and bonding processes) – **YET TO BE DETERMINED – MAJOR DECISION FOR REMAINING PROJECT SCHEDULE**
 - 3. Obtain feedback from Pulaski and other stakeholders – **ONGOING**
 - iii. Quarters 2 and 3, 2025
 - 1. Publish feasibility study and implement public engagement plan
 - 2. Decision by Pulaski on final scope of project and selected project alternative
 - 3. Engage RCAP for environmental report – **INITIAL CONTACT MADE 4/2025 – WAITING FOR FURTHER DIRECTION AND READY TO HELP WHEN NEEDED**
 - 4. Prepare remaining content per funding agency requirements (e.g., PER/project plan, environmental report, audits, operational budgets, project budgets)

5. Begin PA 185 and 188 processes, as applicable
- iv. Quarter 4, 2025
 1. Receive funding commitments
 2. Sell Bond Anticipation Notes (BANs), as applicable
 3. Update project financials to financing terms and estimated costs based on preliminary layouts
 4. Authorize design, easement acquisition, and legal work
 5. Complete PA 185 and 188 processes
- v. Quarter 1 and 2, 2026
 1. Finalize plans, obtain all permits/easements and authorization to bid
 2. Update project financials to financing terms and estimated costs based on final plans
- vi. Quarter 3, 2026
 1. Obtain construction bids and award project
 2. Loan closing and preconstruction meeting
 3. Begin construction
- vii. Quarter 3, 2027
 1. Complete construction
 2. Project closeout

MEMO OF UNDERSTANDING

regarding

WASTEWATER COLLECTION AND TREATMENT SERVICES

between the

VILLAGE OF CONCORD, JACKSON COUNTY, MI

and

PULASKI TOWNSHIP, JACKSON COUNTY, MI

DRAFT DATED SEPTEMBER 8, 2025

MEMO OF UNDERSTANDING

regarding

WASTEWATER COLLECTION AND TREATMENT SERVICES

This **MEMO OF UNDERSTANDING REGARDING WASTEWATER COLLECTION AND TREATMENT SERVICES** made and executed as of _____, 2025 (the "MOU"), by and between the **VILLAGE OF CONCORD**, Jackson County, Michigan, a Michigan general law village ("Concord") and **PULASKI TOWNSHIP**, Jackson County, Michigan, a Michigan general law township ("Pulaski").

RECITALS

- A. Concord owns and operates a public wastewater collection, transmission, and treatment system (collectively known as the "Concord wastewater system") which provides direct service to users within Concord and limitedly to users in surrounding areas within Concord Township. No Pulaski users or properties are currently served by the Concord wastewater system.
- B. Concord owns and operates a public potable water distribution, transmission and treatment system which provides direct service to users within Concord and limitedly to users in surrounding areas within Concord Township and Pulaski.
- C. Pulaski desires to provide public wastewater services to the Swains Lake area and is currently conducting a comprehensive feasibility study evaluating different service areas and collection/transmission/treatment alternatives.
- D. Concord wastewater transmission and treatment facilities were designed to accommodate, and are generally understood to currently have adequate capacity to accept, discharges from Pulaski for the general Swains Lake service area.
- E. To complete the feasibility study utilizing the best assumptions regarding cooperation between Concord and Pulaski, this MOU is presented for mutual consideration of the parties.

NOW, THEREFORE, in conjunction with the respective representations and agreements contained herein, the parties hereto agree as follows:

1. MOU objective

The objective of this MOU is to outline the primary provisions, terms, and conditions that would comprise a proposed and subsequent wastewater services agreement between Concord and Pulaski. This MOU is non-binding on either party, beyond the interim cost bearing provision noted herein, and is only enforceable by means of a subsequently executed wastewater services agreement. In execution hereof, both parties commit to move forward in good faith with the below expectations as the framework for the development of a subsequent wastewater services agreement. This will provide Pulaski a written framework from which project and public participation plans can move forward with a greater sense of assurance regarding capital, operational, administrative, technical, managerial, and financial assumptions. It is recognized the below language, as well as provisions not specifically noted, will be expanded upon and provided in

greater detail in the subsequent wastewater services agreement. Nonetheless, the following provides a documented reference point to establish the intent and expectations with which Concord and Pulaski enter into agreement.

2. System Ownership

Concord will retain ownership of all its existing wastewater system assets. Pulaski will own all proposed wastewater collection and transmission system assets up to the point of connection to the existing Concord wastewater system. Pulaski will not, by means of a contract for treatment services, obtain any ownership interest in the Concord treatment lagoons. Treatment is only provided to Pulaski on a contract services basis and/or capacity rights allocation.

3. Proposed System Type

Pulaski is aiming to construct, subject to financial feasibility, a conventional gravity collection system with one (1) main submersible pump station and two (2) public grinder stations as the primary collection system type. Two small isolated low-pressure system areas are expected for approximately seven (7) of the total one hundred fifty six (156) total REUs around the Swains Lake service areas.

4. Operation, Maintenance, Repair and Emergency Services

Concord will provide operation, maintenance, repair, and emergency services for the proposed Pulaski wastewater system in the same manner and standard of care as said services are provided to the existing Concord wastewater system and users.

5. Perpetual Reciprocal Use and Rate Ordinances

Pulaski shall adopt, and update as necessary from time to time, a use and rate ordinance with equal or more stringent requirements for its wastewater users as established by the Concord ordinance, whether now or at any time during the term of an agreement. Concord shall not impose requirements on Pulaski customers which either exceed, or it does not place on, Concord customers, excepting any regulatory requirements dictating different rules/requirements.

6. Transmission and Treatment Services

Concord will provide wastewater transmission and treatment services for the wastewater discharges emitted from the Pulaski wastewater system. Pulaski commits to meeting discharge waste characteristics generally commensurate with domestic residential wastewater strengths and meeting applicable Concord ordinance and Industrial Pretreatment Program requirements.

7. Rates and Charges

The current Concord rates and charges are effective January 1, 2025 and outlined in Village of Concord Resolution #168-10 (Resolution). The Resolution presents a rate structure consisting, in part, of monthly ready-to-serve (RTS) charges by water meter size and a commodity rate per 1,000 gallons (collectively known as "usage fees"). Resident and non-resident charges/rates are provided for the ¾" meter size RTS charge and commodity rate per 1,000 gallons as follows:

<u>Rate Component</u>	<u>Resident</u>	<u>Non-Resident</u>	<u>Factor</u>
¾" Meter RTS	\$23.74 per unit	\$27.21 per unit	1.15
Commodity Rate	\$1.82 per 1,000 gal.	\$2.40 per 1,000 gal.	1.32

Concord will provide the services to Pulaski as noted in this MOU for the non-resident usage fees (RTS plus commodity). More specifically, as a wholesale rate charged directly to and paid by Pulaski (in lieu of a retail basis whereby customers would be invoiced by and send payments directly to Concord), Concord will assess the monthly non-resident RTS charge based on the number of REUs connected to the Pulaski system at a given time as well as the non-resident commodity rate based on the readings from the sewage flow meter to be constructed at Pulaski's main lift station, which pumps to the Concord wastewater system.

It is intended that the non-resident usage fees noted above, if continued to be factored as currently done, be tied to base resident rates, not exceeding those factors shown above without mutual written consent, and generally be derived on a cost-of-service basis from the operational, maintenance, and repair budget of Concord. Debt issuances or major capital replacement projects not associated with Pulaski utilized Concord assets shall not be included in this cost-of-service basis as long as a wholesale factored rate is charged to Pulaski (vs. rate parity between Concord and Pulaski users).

Other applicable fees noted in the Resolution (excepting connection fees), if documented and provided to Pulaski on a monthly basis, will also be charged directly to Pulaski.

Connection fees will be assessed subject to options provided in the "Capital Replacement Responsibilities" section.

8. Capacity Needs and Point of Connection

The preliminary immediate and future design sewage characteristics for Pulaski's transmission and treatment needs of Concord are as follows:

- a. Residential Equivalent Units – 160 REUs (immediate), 240 REUs (future)
- b. Average Day Flows – 32,000 gallons per day (immediate), 48,000 gallons per day (future)
- c. Peak Flows – 89 gallons per minute (immediate), 133 gallons per minute (future)
- d. Assume standard residential strength waste – no anticipated high-strength commercial or industrial users

Concord believes it is currently able to accept the above immediate and future discharges through a point of connection to its existing collection/transmission system at its southerly limits near the intersection of South Main Street and Kryst Street.

If at any point in time during the term of an agreement the Concord transmission system (through which Pulaski wastewater system discharges flow) requires capital upgrades to enhance capacity, Pulaski shall have the option to pay for its proportionate share of the resultant capacity allocation capital costs or construct, at its own cost, transmission directly to the headworks of the treatment lagoons (i.e., the new point of connection) and avoid capital cost contribution to the enhanced transmission system.

9. Capital Replacement Responsibilities

Pulaski shall be responsible for all capital/replacement costs associated with its proposed wastewater system up to the point of connection. Replacement is differentiated from repair (which are included in Concord's services) in that it entails the rehabilitation of an asset and/or component which has exceeded its industry standard

useful life, is problematically failing in a reoccurring nature, and exceeds a mutually agreed dollar amount threshold.

The following repair/replacement classification scenarios for the Pulaski wastewater system are provided for example purposes:

- a. Fixing a failed pipe joint on a sewer main 10 years old => repair
- b. Replacing a pipe segment repeatedly failure due to poor soils on a sewer main 10 years old => replacement
- c. Cured-in-place lining of a sewer main 50 years old => replacement
- d. Addressing and replacing a failing pump station VFD still under warranty => repair
- e. Sewer line cleaning activities => repair
- f. Replacing an impeller or other general refurbishment of a 5 year old submersible pump in a public pump station => repair
- g. Replacing a submersible pump in a public pump station => replacement
- h. Servicing clogged/tripped/etc. pumps, whether home grinders or public pump stations – operation and maintenance
- i. Replacing any home grinder pump => replacement
- j. Replacing minor pump station components, any pump station (breakers, outlets, transducers, etc.) => repair
- k. Replacing major pump station components, any pump station (control panels, control and/or SCADA system upgrades, backup generator replacement, valves, etc.) => replacement

Concord Capital Replacement Costs – Option #1 – If Concord requires of Pulaski the payment of connection fees and utilizes the current factored usage fees for non-resident users, all capital replacement costs to the Concord wastewater system shall be borne by Concord.

Concord Capital Replacement Costs – Option #2 – If Concord does not require of Pulaski payment of connections fees and charges the same usage fees to residents and non-residents alike, capital replacement and/or rehabilitation costs to Concord wastewater system assets to which Pulaski wastewater system discharges flow shall be shared between Concord and Pulaski proportional to the flow based utilization at the time of the capital investment. This does not negate the option for Pulaski to change the point of connection directly to the Concord wastewater treatment lagoons as noted in the “Capacity Needs and Point of Connection” section.

10. Customer Billing

Pulaski shall establish and manage the rates and charges structure for users of the Pulaski wastewater system and be responsible for all billing, collections, and enforcement activities. The wholesale rate charged to Pulaski by Concord will be part of the overall wastewater system revenue requirements independently determined, monitored and set by Pulaski.

With regard to operations and maintenance activities performed by Concord, Pulaski shall cooperate to the greatest extent possible with Concord and implement required enforcement actions against individual customers, as needed.

11. Utility Bills and Other Administrative Services

Utility bills related to pump stations and administrative services not specifically tied to the operation, maintenance and repair of the Pulaski wastewater system (as included in the base services by Concord) shall be borne by Pulaski. Examples include electric bills, SCADA system mobile data plans, administrative office personnel wages/fringes, legal fees, insurances, regulatory compliance matters NOT related to system operations, etc.). Where possible, Concord and Pulaski will cooperate to share common costs to the extent practical.

12. Treatment of Pulaski System and Customers

It is the intent that Concord operate the Pulaski wastewater system to the same level of service as the Concord wastewater system.

13. Proposed Term of Subsequent Wastewater Services Agreement and Termination Provisions

Minimum Term – that matching the bond term for the proposed Pulaski wastewater system project, whether 20-30 years for an open market bond for 40 years for a USDA-RD loan.

Termination – At any time for cause/breach, either party; At any time after the initial term for convenience, either party, with minimum two-year notification;

14. Costs to be Incurred Prior to the Subsequent Wastewater Services Agreement Execution

Concord and Pulaski understand each party will incur development and/or review costs associated with the subsequent wastewater services agreement. To limit development costs to Concord, Pulaski will draft agreements and other required documentation for review, cooperative feedback, and ultimate approval by Concord staff, officials and professional advisors. Pulaski will bear these development costs and Concord will bear any costs associated with internal reviews thereof.

15. Upcoming Schedule

Q3-Q4, 2025

- a. Concord/Pulaski approve a mutually agreeable MOU
- b. Pulaski interfaces with Jackson County BPW, as needed
- c. Pulaski conducts public participation plan, determines level of support, finalizes project scope/selected alternative, concludes go/no-go on proceeding with project

Q1-Q2, 2026

- a. If the selected alternative, Concord/Pulaski develop and approve the subsequent wastewater services agreement
- b. Pulaski prepares plans and specifications, obtains land/easement rights, obtains permits, completes necessary financial arrangements (assessments, bonds, etc.);
- c. Concord reviews, comments on, and approves proposed plans and specifications;

Q3-Q4, 2026

- a. Pulaski completes bidding, contract award;
- b. Pulaski begins construction
- c. Seasonal break in construction, as needed

Q1-Q3, 2027

- a. Pulaski completes construction
- b. Pulaski closes out project

16. Governing Law

This MOU shall be construed in all respects in accordance with the laws of the State of Michigan.

17. Severability

In the event any provision of this MOU shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. Binding Effect

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto.

19. Counterparts

This MOU may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

20. Captions

The captions or headings in this MOU are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this MOU.

21. Entire Agreement

Except as otherwise indicated in this MOU, this MOU constitutes the entire agreement between the parties and there are no other representations, warranties, promises, guarantees or agreements, oral or written, express or implied, between the parties hereto with respect to this MOU.

22. Amendments

This MOU may not be amended, changed, modified, altered, assigned, or terminated without the written consent of the parties hereto.

23. Assignment

This MOU and all rights and obligations hereunder shall not be assignable unless all parties hereto agree in writing to such assignment.

24. Parties

This MOU shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this MOU and no other Person shall have the right to enforce any provisions contained herein.

25. Effective Date

This MOU shall be effective as of the date set forth in the first paragraph hereof.

IN WITNESS WHEREOF, Concord and Pulaski have caused these presents to be signed by their respective duly authorized officers and hereby accept and agree to be bound by the terms and conditions stated in this MOU.

VILLAGE OF CONCORD

By: _____
Jeremiah Bush, Village President

Attest: _____
Alexandra Thomas, Village Clerk

PULASKI TOWNSHIP

By: _____
Chuck Todd, Township Supervisor

Attest: _____
Bobbi Riley, Township Clerk