Ontonagon
Harbor Town
Gateway to the Porcupine Mountains

VILLAGE OF ONTONAGON

Founded in 1843

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Ontonagon, Michigan 49953
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Pamela Coey
President

Sarah Hopper
President Pro-Tem

William DuPont
Village Manager

Wendy Pence
Village Clerk

TRUSTEES
Lyle Perry
Mike Rebholz
Debra Seid
Dorothy Sharkey

AGENDA

VILLAGE COUNCIL MEETING
MONDAY - April 13, 2026 – 5:00 P.M. – 315 QUARTZ ST.

FINANCE COMMITTEE MEETS AT 4:30 P.M.

1. **PLEDGE OF ALLEGIANCE**
2. **CALL TO ORDER – ROLL CALL**
3. **PUBLIC COMMENT (Five Minute Limit Per Individual on Agenda and Non-Agenda Items)**
4. **PUBLIC HEARING ON THE PROPOSED ORDINANCE 2026-02 TO AMEND CHAPTER 22, ARTICLE II, SECTION 22-39 THROUGH 22-64 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF ONTONAGON**
5. **APPROVAL OF CONSENT AGENDA: Finance Committee March 23, 2026, Updating Ordinances Ad Hoc March 23, 2026, Personnel Committee March 25, 2026, DDA Ad Hoc Committee March 27, 2026, Personnel Committee March 30, 2026, Infrastructure Committee Meeting April 07, 2026, Community Development April 08, 2026.**
6. **APPROVAL OF AGENDA**
7. **APPROVAL OF BILLS**
8. **APPROVAL OF COUNCIL MINUTES: March 23, 2026 Village Council Meeting, March 23, 2026 Village Council Work Session – Pump Station Infrastructure, April 06, 2026 Village Council Special meeting**
9. **REPORTS:**
    a. **Manager's Report**
10. **UNFINISHED BUSINESS**
    a. **MERS Updates**
    b. **Ordinance 2026-02: An Ordinance to Amend Chapter 22, Article II, Section 22-39 through 22-64 of the Code of Ordinances for the Village of Ontonagon**
    c. **DDA Ad Hoc Committee Recommendations (DDA Assets)**
    d. **Consent Agreement**
11. **NEW BUSINESS**
    a. **Master Plan**
    b. **Gitchee Gumee Garden Group**
    c. **Gabridge & Co. Audit Engagement Letter**
    d. **Ruotsala Payment Application #11**
    e. **Great Lakes Restoration Initiative Letter of Support**

The Village of Ontonagon is an equal opportunity provider and employer. Complaints of discrimination should be sent to: USDA, Director, Office of Civil Rights, Washington, DC 20250-9410.

12. ANNOUNCEMENTS

a. WUPPDR Western U.P. Leadership Academy- Adaptation Strategies for Coastal Hazards

13. ADJOURNMENT

03/23/2026

Village of Ontonagon

Village Council Finance Committee

Called to order at 4:30 p.m.

Present: Seid, Rebholz, Hopper

Review of bills already paid: $50.57

Bills to be paid: $31,428.65

Total recommended for approval: $88,924.03

Approved 02/23/2026 minutes

Considered the Rec building finances, discussed a millage to support the Rec Center, the Village MERS position, and reviewed Major Streets, Marina and DDA.

Moved by Hopper, seconded by Seid.

Adjourned at 4:45 p.m.

On a motion by Hopper, second Seid

Minutes taken by Rebholz

03/23/2026

Village of Ontonagon

Village Council Updating Ordinances Ad Hoc Committee

Present: Pam Coey, Mike Rebholz, Debra Seid

Called to order at 4:00 PM

Changes to the ordinance, including length of terms for council members, qualifications for commission members and number of individuals required for commissions were discussed. The Village attorney will be consulted for clarification and amending the ordinance.

Moved by Coey, seconded by Rebholz to adjourn.

Adjourned at 4:24PM

Village of Ontonagon Personnel Committee Meeting
Village Council Chambers
March 25, 2026

Meeting was called to order at 12:00 pm
Members present: Mike Rebholz, Dorothy Sharkey
Members Absent: Pam Coey
Guests Present: Manager Willie DuPont and DPW Foreman Steven Preiss

Interviews for vacant DPW position.

The Personnel Committee interviewed five applicants and are recommending to the Village Council that applicants #1 and #3 be sent for further aptitude testing at UP Michigan Works before making their final recommendation to the Village Council. The office staff will arrange the testing.

The Personnel Committee will then meet to make their final recommendation.

Meeting ended at 1:35 pm.

Village of Ontonagon DDA Ad Hoc Meeting
Village Council Chambers

March 27, 2026
Meeting was called to order at10:00 am
Members present: Debra Seid, Dorothy Sharkey
Absent : Pam Coey
Village Manager DuPont was also in attendance.

Manager DuPont went over the various DDA properties listed as assets. Proving all but one of the properties is actually owned by the Village. A motion was made by Sharkey, second by Seid, to recommend to the Village Council to remove the assets that do not belong to the Village, transfer the Hawley building to the General Fund along with the remaining DDA funds, earmarking the funds for downtown improvements.

Meeting adjourned at 10:21 am

Village of Ontonagon Personnel Committee Meeting
Village Council Chambers
March 30, 2026

Meeting was called to order at 9:30 am
Members present: Mike Rebholz, Dorothy Sharkey
Members Absent: Pam Coey
Guests Present: Manager Willie DuPont

Rebholz made a motion, second by Sharkey, to recommend to the Village Council to hire David White for the full time DPW position contingent on the results from the Michigan Works Psychometrics ERI Testing.

Sharkey made a motion, second by Rebholz, to recommend to the Village Council to hire Drew Pollard for one of the summer positions.

Meeting adjourned at 9:41 am.

Minutes taken by Clerk Wendy Pence.

Village of Ontonagon Infrastructure Committee Meeting
Village Council Chambers
April 07, 2026

Meeting was called to order at 10:00 am
Members Present: Lyle Perry, Mike Rebholz, Dorothy Sharkey

Village Manager Willie DuPont, Village President Pam Coey and Trustee Deb Seid were also in attendance.

Guests Present by Zoom: Egle Representatives Bob London and Davis Roeser, OHM Engineer Zane Hyrkas, Village Water Plant Operator Jeremy Graff and Village lawyer Patrick Greeley.

Manager DuPont asked the Egle representatives for clarification on the timelines, possible fines and extensions listed in the Consent Agreement. He also inquired as to how changes to the agreement could be made. Bob London and Davis Roesner explained the procedures for extensions and who to contact concerning any extensions requested.

A discussion was then held on the valve turning program. Rebholz inquired if there was a written policy describing the process and were told nothing was in place, but they would work with the Village as part of the Village response on this. Patrick Greeley then inquired if they had samples of approved policies that they could share with the Village to save time and money. A discussion was also held on the water intake.

Moved by Perry, seconded by Rebholz to adjourn.

Adjourned at 11:15 am.

Meeting minutes taken by Village Clerk Wendy Pence

04/08/2026

Village of Ontonagon

Village Council Community Development Committee

Called to order at 1:00PM

Present: Hopper, Rebholz, Seid

In attendance from the OASD were Superintendent Lisa Johnson and OASD Board Member Tammy Strasser.

Public Comment: None

Superintendent Johnson informed the committee they are exploring other bus garage options but would like to continue the current bus rental agreement with the Village while doing so until November of 2026. This will be recommended to council.

A discussion was also held on the Rec Center.

Adjourned at 1:18PM Motion by Hopper second by Seid.

Minutes taken by Wendy Pence, Clerk.

ONTONAGON VILLAGE COUNCIL MEETING

HELD AT 5:00 PM ON MONDAY, March 23, 2026

AT 315 QUARTZ STREET, ONTONAGON

PRESENT: Pro-Tem Hopper, Lyle Perry, Mike Rebholz, Debra Seid, Dorothy Sharkey, President Pamela Coey
At 5:00 p.m. the meeting was called to order by President Coey and the Pledge of Allegiance was recited.

CALL TO ORDER – ROLL CALL

PUBLIC COMMENT (Five Minute Limit per Individual on Agenda and Non-Agenda Items):
President Coey pointed out the information printed on the back of the agendas regarding public comment conduct.

A Resident had questions about the water bills and the water/sewer debt fee. They were advised to speak to the office staff to get their questions answered.

APPROVAL OF CONSENT AGENDA:
Planning Commission February 18, 2026, Finance Committee March 09, 2026, Recreation Ad Hoc Committee March 10, 2026, Personnel Committee Meeting March 18, 2026
A motion was made by Seid, second by Perry (CARRIED) to approve the consent agenda as presented.
AYE: Seid, Perry, Hopper, Rebholz, Sharkey, President Coey
NAY: None.

APPROVAL OF AGENDA:
A motion was made by Hopper, second by Seid (CARRIED), to approve the agenda as presented.
AYE: Hopper, Seid, Perry, Rebholz, Sharkey, President Coey
NAY: None

APPROVAL OF BILLS:
A motion was made by Rebholz, second by Perry (CARRIED), to approve the bills as presented.
ROLL CALL
AYE: Rebholz, Perry, Hopper, Seid, Sharkey, President Coey
NAY: None

APPROVAL OF COUNCIL MINUTES: March 09, 2026
A motion was made by Hopper, second by Sharkey (CARRIED), to approve March 09, 2026 minutes as presented.
AYE: Hopper, Sharkey, Perry, Rebholz, Seid, President Coey
NAY: None

REPORTS:

a. Financial Report

Manager Dupont reviewed the financial report with the Financial Committee and advised all financials are available on the Village website as well as the budget.

UNFINISHED BUSINESS:

a. MERS Update

MERS March 20th payment of $55,986.00 was made on February 26th. We are current with our MERS payments. The MERS April 20th payment is scheduled to be made later this week.

The Michigan Enhancement Grant that the Village received will cover one more monthly payment. We expect to close out this grant later this month. The General Fund currently has over $1.8 million in cash, certificates of deposit and accrued interest. This is equivalent to over 40 future MERS payments.

NEW BUSINESS:

a. DDA Ad Hoc Meeting (DDA Assets)

The DDA Ad Hoc Committee will meet Friday March 27, 2026 at 10:00 am to go over the DDA assets.

b. DPW Applications

The Village Council was presented the five DPW applications for the current opening. All applicants have been scheduled for interviews on Wednesday March 25, 2026 with the Personnel Committee along with DPW Crew Leader, Steve Preiss and Village Manager DuPont.

c. Recreation Center Millage

Manage DuPont presented some estimates on the current Recreation Center expenses. He will put together a spread sheet to compare different millage amounts and will present the numbers to the council at the April 11, 2026 meeting. We will then approach the Ontonagon Township to have it placed on the November 2026 ballot.

ANNOUNCEMENTS – OTHER COUNCIL BUSINESS:

Pro-tem Hopper inquired about updates on the Village Housing no smoking policy. Manager DuPont said he spoke with Karen Jackson, Village Housing Secretary, who informed him the policy was in place.

Secretary Jackson informed Manager DuPont that there is no attorney opinion on the policy. Manager DuPont will contact the Village lawyer for more clarification on any potential liability.

The Village will request the Village Housing Board attend the April 27, 2026 Village Council Meeting to answer and clarify any questions the Village Council may have regarding the new policy.

President Coey commented that the Village Council work session this morning at the Silver City Pump Station was very eye opening and informative. A discussion was held on the necessary repairs and upgrades needed and what our next steps will be moving forward.

It was moved by Hopper, second by Rebholz to adjourn at 5:34 p.m.
AYE: Hopper, Rebholz, Perry, Seid, Sharkey, President Coey
NAY: None

_____ _____

Wendy Pence, Clerk Approved

ONTONAGON VILLAGE COUNCIL
WORK SESSION – PUMP STATION INFRASTRUCTURE

HELD AT 10:00 AM ON MONDAY MARCH 23, 2026

AT 33047 107TH ENGINEERS MEMORIAL HWY, ONTONAGON

PRESENT: Perry, Rebholz, Seid, Sharkey, President Coey
ABSENT: Pro-Tem Hopper
OHM Advisors Representatives Zane Hyrkas and Peyton Larson were also in attendance as well as Village Water Plant Operator Jeremy Graff.

CALL TO ORDER – ROLL CALL

PUBLIC COMMENT (Five Minute Limit per Individual on Agenda and Non-Agenda Items): None

PUMP STATION INFRASTRUCTURE WORK SESSION
Jeremy Graff gave a tour and explanation of the pump station and how it works. He also discussed the age of the facility and the need for repairs/upgrades. OHM Project Engineer Zach Hykras then discussed the different options available. Such as rehabbing the current pump station versus building a new facility and the costs involved for both options. Hykras also discussed different grant options that may be available to the Village for the project.

It was moved by Rebholz, second by Perry (CARRIED) to adjourn at 10:37 a.m.
AYE: Rebholz, Perry, Seid, Sharkey, President Coey
NAY: None
ABSENT: Pro-Tem Hopper

_____ _____

Wendy Pence, Clerk **Approved**

ONTONAGON VILLAGE COUNCIL SPECIAL MEETING

HELD AT 9:00 AM ON MONDAY APRIL 06, 2026

AT 315 QUARTZ STREET, ONTONAGON

PRESENT: Hopper, Perry, Rebholz, Seid, Sharkey, President Coey

At 9:00 am the meeting was called to order by President Coey, and the Pledge of Allegiance was recited.

CALL TO ORDER – ROLL CALL

PUBLIC COMMENT (Five Minute Limit per Individual on Agenda and Non-Agenda Items):

A resident commented that all this was new to him. Another resident commented on the fines and timeline of the Consent Agreement.

APPROVAL OF AGENDA

A motion was made by Seid, second by Rebholz (CARRIED), to approve the agenda as presented.

Ayes: Seid, Rebholz, Hopper, Perry, Sharkey, President Coey

Nays: None

BUSINESS:

a. **Consent Agreement**

Manager DuPont went over the timeline and the various deficiencies the State of Michigan lists in the consent agreement. The Manager will contact EGLE representatives Bob London and Davis Roeser as well as OHM engineer, Zane Hyrkas, to join the Infrastructure Committee meeting scheduled for April 07, 2026 at 10:00 am to clarify some of the information in the consent agreement. A discussion was also held on funding the project.

A Special Village Council meeting has been scheduled for Friday April 10, 2026 at 9:00 am in the Council Chamber to go over additional information.

It was moved by Hopper, second by Rebholz (CARRIED) to adjourn at 9:23 am.

Meeting Minutes taken by Clerk, Wendy Pence

_____ _____

Wendy Pence, Clerk **Approved**

MERS UPDATE

To: Village Council

From: William DuPont, Village Manager

Date: April 13, 2026

Subject: Hospital MERS Update

We paid MERS $55,986 on March 27th. This payment was due on April 20th. We are current with our MERS payments and our next payment will be due on May 20th. We will be making this payment later this month.

At this time, the Michigan Enhancement Grant that the Village received has been completed. We filed the last required report on March 27th. Current General Fund MERS payments are $44,263 per month. The General Fund currently has over $1.8 million in cash, certificates of deposit and accrued interest. This equates to over 40 payments.

Our current annual payments are $531,156. The current tax roll exceeds this figure. For the year that ended March 31, 2026, the General Fund cash would have increased by over $36,000 even without the Grant Funds that were used to make the required payments.

I received confirmation from MERS that we have $1,952,964 in a surplus division which can be transferred to other divisions to lower their required payments. I won't suggest that we make this move at this time. I feel that we should wait until MERS payments increase to the point where the General Fund's cash position is decreasing.

Thank you for your time.

Gmail **Willie DuPont <wdupont@villageofontonagon.org>**

Re: Random Questions

Terra Langham <tlangham@mersofmich.com> Tue, Mar 31, 2026 at 9:20 AM
To: Willie DuPont <wdupont@villageofontonagon.org>

Good morning Willie,

The $974K in 2022 was applied directly to division 10, so it is already being considered in your assets and in effect lowered your contributions starting at that time. The funds cannot be used again.

The $2M payment in 2023 was from the first round of grants. That is sitting in a surplus division to be used. The rules for the first grant is that they cannot be used to cover payments, however, they can be transferred into a division to lower their required payments going forward.

Does this help? Please let me know if you have any questions.

Thank you!

From: Willie DuPont <wdupont@villageofontonagon.org>
Sent: Thursday, March 26, 2026 10:59 AM
To: Terra Langham <tlangham@mersofmich.com>
Subject: Re: Random Questions

⚠ External Email: Use caution with links, attachments, and requests for sensitive information.
Hi Terra,

There's no rush. Thank you for the update!!

Willie

On Thu, Mar 26, 2026 at 10:58 AM Terra Langham <tlangham@mersofmich.com> wrote:

> Hi Willie,
>
> I apologize for the delay. I was out of the office this week. I am looking into this for you and will be back in touch.
>
> Thanks!

From: Willie DuPont <wdupont@villageofontonagon.org>
Sent: Thursday, March 19, 2026 12:06 PM
To: Terra Langham <tlangham@mersofmich.com>
Subject: Random Questions

⚠ External Email: Use caution with links, attachments, and requests for sensitive information.
Hi Terra,

A Council Member recently asked if the Additional Contributions we made to the MERS pension fund in 2022 and 2023 could be used for future payments? Alternatively, could they be applied to lower current payments?

The Additional Contributions I am referring to are on page 18 of the latest actuarial report in the amounts of $974,255 (2022) and $1,952,964 (2023). Please let me know about both of these when you have a minute.

Thank you!!

VILLAGE COUNCIL
VILLAGE OF ONTONAGON
Ontonagon, Michigan
ORDINANCE NO. 2026-02

An Ordinance to Amend Chapter 22, Article II, Section 22-39 through 22-64 of the Code of Ordinances for the Village of Ontonagon.

The Village of Ontonagon ordains, that Chapter 22 (Utilities), Article II, Sections 22-39 through 22-64 be amended as follows:

Sec. 22-39. Cross connection Control Program Purpose and Authority

(a) The purpose of the Cross Connection Control Program is to promote and protect the public health, safety and welfare by the identification, prevention, and elimination of cross connections which have been recognized as the cause of public health problems due to the hazard caused to drinking water quality; and by reducing the risk of cross connections contamination of the Village of Ontonagon water distribution system. This program shall control all matters concerning the inspection, detection, testing, prevention, and elimination of cross connections in new and existing residential, commercial, and industrial premises and facilities.

(b) The Village of Ontonagon, acting through the public works department and other authorized village representatives, shall have the authority to implement the cross connection control program established by this division with respect to any property or premises receiving water from the Village of Ontonagon water distribution system.

Sec. 22-40. Compliance with laws, ordinances, codes, rules and regulations

All connections with the Village of Ontonagon water distribution system shall comply with all applicable laws, ordinances, codes, regulations, and rules, including, but not limited to, the following (referred to collectively as "applicable cross connection laws and regulations"):

(1) The Michigan Safe Drinking Water Act, Act 399 of the Public Acts of 1976, as amended; and the associated water supply cross connections rules, Michigan Administrative Code, R 325.11401 - R 325.11407, as amended (the "state water supply cross connection rules"). (The Village of Ontonagon hereby adopts by reference the state water supply cross connection rules).
(2) The Village of Ontonagon Code of Ordinances including this article and all other sections of the Code of Ordinances pertaining to water supply or plumbing matters, as amended.

(3) The latest editions of the Michigan Plumbing Code, the Michigan Building Code, and the Michigan Residential Code, as adopted by the Village of Ontonagon, as amended.
(4) Any rules or regulations adopted by the Village of Ontonagon pertaining to water supply or plumbing matters, as amended.

This Cross Connection Control Program does not supersede any law, ordinance, code, rule, or regulation, but is supplementary to them. Except as otherwise determined and directed by the Village of Ontonagon, the most stringent or restrictive provisions applicable to cross connections shall control, whether established by this Cross Connection Control Program or by such other applicable law, ordinance, code, rule, or regulation. Further, if there is any conflict or inconsistency between the provisions of this division with respect to cross connections and the provisions of any other law, ordinance, code, rule, or regulation regarding cross connections, the provisions of this Cross Connection Control Program shall control; and if there is a question or ambiguity with regard to whether or not there is a conflict or inconsistency between the provisions of this Cross Connection Control Program and the provisions of any other law, ordinance, code, rule, or regulation, the question or ambiguity shall be resolved by the Village of Ontonagon.

Sec. 22-41. Cross connections prohibited and unlawful connections.

(a) A cross connection to the Village of Ontonagon water distribution system is prohibited.

(b) It shall be unlawful for any person to create, maintain, or to cause or allow the creation or maintenance of, any cross connection (direct or indirect) of a public water supply system (including, but not limited to, the Village of Ontonagon water distribution system) and any other water supply system or source, including, but not limited to, a connection between the public water supply system and any of the following:

(1) A secondary water supply.
(2) Any source of water by submerged inlet.
(3) A lawn sprinkler system.
(4) Piping which may contain sanitary waste or a chemical contaminant, including self-contained hydronic boiler systems.
(5) A fire suppression system.
(6) Any other source of potential contaminant (regardless of the source or means of connection).

Sec. 22-42. Cross connection inspections

(a) It shall be the duty of the Village of Ontonagon to inspect and re-inspect all premises served by the Village of Ontonagon water distribution system where cross connections to the system are deemed possible by the Village of

Ontonagon and as otherwise required by applicable cross connection laws and regulations.

(b) The frequency of inspections and re-inspections for cross connections shall be established by the Village of Ontonagon based on potential health hazards to the Village of Ontonagon water distribution system and other factors as determined relevant and appropriate by the Village of Ontonagon.

Sec. 22-43. Access to premises; right of entry

(a) Notwithstanding any other provision or requirement of this article or any other applicable law or regulation, the Village of Ontonagon shall have the right to enter any premises, property, or facility for the sole purpose to inspect and examine for cross connections.

(b) The Village of Ontonagon shall be granted access to all premises, properties, or facilities at all reasonable hours to determine or confirm the possible presence of a cross connection. The Village of Ontonagon shall be granted such access to all areas of a premises, property, or facility where the Village of Ontonagon believes that there may be piping or other conveyances that could ultimately be connected to the Village of Ontonagon water distribution system.

(c) Upon the Village of Ontonagon's request, the owner or occupant shall furnish the Village of Ontonagon any information regarding the piping system of the premises, as determined pertinent by the Village of Ontonagon.

(d) The owner or occupant's refusal to supply the access or information as provided by this division, at the time requested by the Village of Ontonagon, shall be a violation of this Cross Connection Control Program.

(e) Further, the owner or occupant's refusal to grant access or to supply such information when requested shall be deemed evidence of the presence of a cross connection and a violation of this Cross Connection Control Program, subject to such further steps and enforcement as determined necessary and appropriate by the Village of Ontonagon and as provided by applicable cross connection laws and regulations, including, but not limited to, discontinuance of service.

Sec. 22-44. Discontinuance of service

(a) The Village of Ontonagon is authorized to disconnect water service to a premises, property, or facility, after reasonable notice, for violation of any of applicable cross connections laws and regulations and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the Village of Ontonagon water distribution system from cross connections or to otherwise prevent or mitigate a hazard to the public health, safety, or welfare.

(b) If the Village of Ontonagon determines that there is an existing or potential threat to the public health, safety, or welfare, including but not limited to, poisoning, the spread of disease, or contamination of the public water supply of any kind and from any source, the water service may be terminated immediately.

(c) If water service is disconnected as provided by this section, such service shall not be restored until the cross connection has been removed and any other deficiencies or potential hazards have been corrected as required by the Village of Ontonagon in accordance with applicable cross connection laws and regulations.

(d) The expense of disconnecting, connecting, and turning off and turning on the water shall be paid by the property owner.

Sec. 22-45. Correction of violations

Upon notification by the Village of Ontonagon of a violation of this cross connection control program, the property owner shall promptly correct the violation in compliance with the schedule required and specified by the Village of Ontonagon, including any conditions imposed by the Village of Ontonagon. The total time allowed for completion of the necessary corrections shall be contingent upon the degree of hazard involved and include the time required to obtain and install any required equipment. The use and installation of any such equipment shall be subject to the Village of Ontonagon's prior written approval as otherwise required by this cross connection control program for use and installation of protective devices. A person's failure to timely complete required corrections as required and specified by the Village of Ontonagon is a violation of this cross connection control program.

Sec. 22-46. Protective devices

The Village of Ontonagon's written approval shall be obtained for any proposed backflow prevention corrective action or protective device before use or installation. All testable backflow prevention devices shall be tested upon installation and at specified periodic intervals thereafter. The Village of Ontonagon may require the filing of a backflow device test report for any installed device on a periodic basis or at such frequency as required by the Village of Ontonagon. All testing and maintenance of backflow prevention devices shall be at the owner or occupant's sole expense and shall be performed by a person or entity approved by the Village of Ontonagon. The failure to file any required report is a violation of this cross connection control program and may be deemed evidence of a cross connection subject to an enforcement response by the Village of Ontonagon as otherwise provided by this article.

Sec. 22-47. Fire suppression systems

(a) All fire suppression systems that are connected to the Village of Ontonagon water distribution system on the property side of the water service shall be isolated with an ASSE approved backflow prevention detector assembly approved by the Village of Ontonagon. A single check or single check detector check shall not be considered an approved backflow prevention detector assembly. The level of backflow protection required shall be commensurate with the degree of potential hazard, as determined by the Village of Ontonagon.

(b) Any fire suppression system that contains any additives will be required to be protected by an ASSE approved reduced pressure backflow prevention detector assembly.

(c) If a fire suppression system does not currently have an ASSE approved backflow prevention detector assembly, the owner of the premises shall cause an ASSE approved backflow prevention detector assembly to be installed within the shortest time feasible as required and specified by the Village of Ontonagon.

(d) If a fire suppression system has a backflow prevention device, but the device does not meet the latest backflow protection standards as provided by applicable cross connection laws and regulations or is otherwise determined inadequate by the Village of Ontonagon, the owner of the premises shall cause the fire suppression system to be upgraded to meet the latest standards in compliance with the schedule required and specified by the Village of Ontonagon.

(e) A person's failure to timely complete the installation of an ASSE approved backflow prevention detector assembly or upgrade an existing backflow prevention device for a fire suppression system as provided by this section is a violation of this division.

Sec. 22-48. Piping identification

When a secondary water source is used in addition to a public water supply system, exposed public water and secondary water piping shall be identified by distinguishing colors or tags and so maintained that each pipe may be traced readily in its entirety. If piping is so installed that it is impossible to trace it in its entirety, it will be necessary to protect the public water supply at the service connection in a manner acceptable to the city and state as required by applicable cross connection laws and regulations.

Sec. 22-49. Protection of potable water supply

The potable water supply made available on the properties served by the public water supply shall be protected from possible contamination, as specified by this cross connection program and by the state and village plumbing code. Any water outlet which could be used for potable or domestic purposes and which is not supplied by

the potable system shall be labeled in a conspicuous manner as "Water Unsafe for Drinking."

Sec. 22-50. Charges for inspection

Inspection charges established from time to time by the village may be included in the water service rates.

Sec. 22-51. Water service termination procedure.

(a) Except when the immediate termination of water service is necessary, the provisions of this section shall govern all terminations of water service.

(b) In addition to the lien provided for in section 22-34(a)(5), when any person shall fail or refuse to pay to the village any sums due for water utility service, or charges in connection therewith, for a period of 30 days from the due date, the village may shut off or discontinue any services as provided in subsection (c) of this section. Suit may be instituted by the village for the collection of such sums in any court of competent jurisdiction. No services shall again be rendered to the premises involved until the indebtedness is paid in full, together with all costs in connection therewith.

(c) Water shutoff shall be preceded by a termination of service notice, which shall be sent by first class mail with proof-of-mailing. The notice shall inform the customer that failure to pay the past due amount, including any penalties, within ten days will result in termination of service. This notice will also inform the customer that the customer may request a hearing before the village manager prior to any termination of service.

(d) If payment is not received or satisfactory arrangements have not been made within ten days after the termination of service notice is mailed to the customer, the supply of water shall be discontinued. No water service that has been discontinued for nonpayment shall be restored until all past due bills and a turn on charge and a deposit as specified by council resolution, have been paid.

Sec. 22-52. Water service pipes; placement and specifications.

All water service pipe on either public or private property shall be laid on a solid bottom not less than four feet, six inches below the established grade, subject to approval of the village manager. Water service pipe laid in the same trench with sewer service pipe shall be at least 18 inches from the sewer pipe and, if the sewer is laid at a greater depth, shall be shelved into the bank to a solid bottom. All water service pipe shall be not less than one inch diameter copper type K, or galvanized, extending from the main to the meter. Old iron water service pipe requiring repair shall be replaced by one inch diameter copper type K, or galvanized. However, the village manager may

require for either new or replaced service pipe the installation of a larger size if it is deemed necessary. The stop or curb box shall be so placed that the cover is not below grade and must be set on a firm foundation to prevent settling. A separate stop and waste cock or waste valve shall be placed on the water service pipe just inside the building wall so that the water may be turned off and drained from the pipe in case of accident or in order to make repairs.

Sec. 22-53. Use of water service.

(a) *Opening water service.* When new water service pipes are put into any premises, the curbstop shall be left closed and will be opened by an authorized employee of the village only when the meter and all other apparatus has been installed and upon request of the owner or his agent. No person other than an authorized employee of the village is to interfere in any way with the water service pipe installed by the village, and no unauthorized person is permitted to turn water on or off at the curbstop except for the purpose of testing his work, in which case the curbstop shall be left in the same condition and position as when he found it. Any person called upon to shut off water and drainpipes in any premises shall do so inside the building only.

(b) *Multiple service prohibited.* No person shall take or use village water from premises other than his own or which are occupied by him, and no person shall sell or give away village water from his own premises for any purposes without written permission of the council. Where such permission is granted the property owner shall be responsible for collecting any monies due to him for water service. No connection may be made through which water may pass from one structure to another located on a separate and distinctly described lot or parcel of property without written permission of the council, even though ownership of both parcels may be the same.

(c) *Waste of water.* Excessive or unnecessary use or waste of water is prohibited, whether caused by carelessness or by defective plumbing or fixtures on the premises. In addition to the penalties prescribed for violation of the terms of this article, the council may order water service discontinued for disregard of or reputed violation of this provision.

(d) *Discontinuance and restoration of water service; fee.* Except as otherwise provided in this article, only authorized village employees may open or close water service at the curbstop. If for any reason water service is so discontinued, the party responsible for receiving and paying for water service shall be charged a fee as established in the village fee schedule. Prior to restoration of water service by the village, an additional fee as established in the village fee schedule shall be paid to the village.

(e) *Access to private premises.* Any officer, inspector or other authorized employee of the village shall have free access at all reasonable hours to any private premises supplied with village water for the purpose of making an inspection thereof, including examination of the entire water supply and plumbing system of such premises. No person shall refuse to admit the duly authorized inspectors and employees of the village to any premises for such purpose.

Sec. 22-54. Customer dispute.

(a) At any time before the date of termination of water services for nonpayment or for a violation of this article, a customer may dispute the correctness of all or part of the amount shown or dispute the existences of the allegation in accordance with the provisions of this section. A customer shall not be entitled to dispute the correctness of all or part of the amount owed to the village if all or part of the amount were the subject of a previous dispute contested under this section.

(b) The procedure for a customer's dispute shall be as follows:
(1) Before the date of termination, the customer shall notify the department, orally or in writing, that he disputes all or part of the amount shown on a notice of termination, or the existence of a violation, stating as completely as possible the basis for the dispute.
(2) If the department of public works determines that the present dispute is untimely or that the customer previously disputed the correctness of all or part of the amount shown to be owed, the village shall mail to the customer a notice stating that the present dispute is untimely or invalid. The village shall then proceed as if the customer had not notified the village of the present dispute.
(3) If the village determines that the present dispute is timely and valid, the village, within three days after receipt of the customer's notice, shall arrange an informal meeting between the customer and an official of the village.
(4) Based on the village's records, the customer's allegations, and all of the relevant materials available to the official, the official shall resolve the dispute, attempting to do so in a manner satisfactory to both the village and the customer.
(5) Within five days of completion of the meeting, the official shall mail to the customer a copy of his decision resolving the dispute.
(6) If the decision is unsatisfactory to the customer, the customer, within five days of his receipt of the official's decision, may request, in writing, a formal hearing before a hearing examiner, to be appointed by the village manager.
(7) The formal hearing before the examiner shall be held within ten days of the village's receipt of a customer's written request.

(8) At the hearing, the village and the customer shall be entitled to present all evidence that is, in the hearing examiner's view, relevant and material to the dispute, and to examine and cross examine witnesses. A tape recording or, at the option of the village, a stenographic record of the hearing shall be taken.
(9) Based on the record established at the hearing, the examiner, within five days of the completion of the hearing, shall issue his written decision formally resolving the dispute. His decision shall be final and binding on the village and the customer.

(c) Utilization of this dispute procedure shall not relieve the customer of his obligation to timely and completely pay all other undisputed water and sewer service charges and the undisputed portions of the amounts which are the subject of the present dispute. Notwithstanding any provision of this article to the contrary, failure to timely and completely pay all such undisputed amounts shall subject a customer to termination of water service in accordance with the provisions of this article.

(d) Until the date of the hearing examiner's or the village official's decision, whichever is later, the village shall not terminate the water service of the customer and shall not issue a notice of termination to him solely for nonpayment of the disputed amount. If it is determined that the customer must pay some or all of the disputed amount, the village shall promptly mail to, or personally serve upon the customer, a notice of termination which shall contain the following:

(1) Amount to be paid;
(2) Date of the notice of termination;
(3) Date of termination, which shall be at least 13 days after the date of the notice of termination; and
(4) Notice that unless the village receives a complete payment of the amount shown prior to the date of termination, the water service shall be terminated.

(e) The village shall terminate water service for nonpayment of water and sewer charges only during the hours of 9:00 a.m. to 3:00 p.m., Monday through Thursday. No terminations shall be permitted on a legal holiday or on the day before a legal holiday.

(f) No termination shall be permitted on a day when the low temperature within the previous 24 hours, as reported by the national weather service at its first order station nearest the residence, was below zero degrees Fahrenheit. If water service to a customer has been terminated and not reinstated by 3:30 p.m. on the day of termination, when the low temperature within the previous 24 hours, as reported by the national weather service at its first order station nearest the residence, was below 32 degrees Fahrenheit, the department

shall notify the public safety department on the date of the termination of the following:

(1) Name of the customer.
(2) Address and location of the structure no longer receiving water service.
(3) The possible threat to the health and life of all persons residing at the structure, if residential in nature.
(4) Hardship appeal. Before the date of the termination of water services, any customer who believes that they have a substantial hardship which can include financial, physical or other hardships that would justify not terminating the water services on the date of termination as set forth in the notice of termination may file an application for hardship appeal with the water services termination board of review.

(a) The water services termination board of review shall be comprised of three members who shall be the president and/or his designee, and two residents of the village who shall be appointed by the president and confirmed by the village council.

(b) The water services termination board of review shall hold a hearing on each application for hardship appeal and shall notify in writing the customer of the date, time and location of the hearing and the customer shall be entitled to appear at the hearing and present evidence supporting his request.

(c) The water services termination board of review shall have the authority to change the date of termination of water services or to order that water services continue to be provided to the customer for whatever period of time is deemed appropriate by the water services termination board of review, provided that it finds that the customer has a substantial hardship which can include financial, physical or other hardships which would justify not terminating water service to the customer on the date of termination, as provided in the notice of termination.

Secs. 22-55.—22-64. Reserved.

EFFECTIVE DATE

This Amendatory Ordinance shall become effective 20 days (March 16, 2026) from the date of adoption and will be published in a newspaper of general circulation within the community.

Ayes:

Nays:

Absent:

ORDINANCE DECLARED ADOPTED. Date: February 23, 2026

_____

By: Pamela Coey, Village President

_____

By: Wendy Pence, Village Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Village Council of the Village of Ontonagon, County of Ontonagon, State of Michigan, at a meeting held on February 23, 2026, that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act. I further certify that the foregoing Ordinance was published on March 4, 2026 in the following newspaper: Ontonagon Herald.

_____

Wendy Pence, Village Clerk

BALANCE SHEET FOR VILLAGE OF ONTONAGON
Period Ending 03/31/2026

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

GL Number	Description	Balance
*** Assets ***		
248-000.000-003.000	SAVINGS OPS/MAIN CSB 6583	5,900.86
248-000.000-141.000	LAND IMPROVEMENTS	3,000.00
248-000.000-142.000	LAND	77,500.00
248-000.000-153.000	ACCUMULATED DEPRECIATION	(1,367.00)
Total Assets		**85,033.86**
*** Liabilities ***		
Total Liabilities		**0.00**
*** Fund Balance ***		
248-000.000-390.000	FUND BALANCE	86,473.45
Total Fund Balance		**86,473.45**
Beginning Fund Balance		**86,473.45**
Net of Revenues VS Expenditures		**(1,439.59)**
Ending Fund Balance		**85,033.86**
Total Liabilities And Fund Balance		**85,033.86**

Book Asset Detail 4/01/24 - 3/31/25

FYE: 3/31/2024

Asset	dt	Property Description	Date In Service	Book Cost	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value
Group: Land								
3		Purchase 2nd Lot from Reinhart	8/22/88	50,000.00	0.00	0.00	0.00	50,000.00
4		Purchase Lots 3,4,& 5, Blk 22	2/22/93	10,000.00	0.00	0.00	0.00	10,000.00
5		Marina Parking Improvements	3/15/94	14,000.00	0.00	0.00	0.00	14,000.00
7		317 River Street	1/24/22	3,500.00	0.00	0.00	0.00	3,500.00
		Land		77,500.00	0.00	0.00	0.00	77,500.00
Group: Land Improvements								
6		Lakeshore Park Gravel and Parking L	5/31/18	3,000.00	1,166.67	200.00	1,366.67	1,633.33
		Land Improvements		3,000.00	1,166.67	200.00	1,366.67	1,633.33
		Grand Total		80,500.00	1,166.67	200.00	1,366.67	79,133.33
					1,833.33	78,666.67		

THIS DOCUMENT IS FOR SETTLEMENT DISCUSSION ONLY AND IS EXEMPT FROM FOIA AND NOT ADMISSIBLE IN COURT UNDER MRE 408

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION

ADMINISTRATIVE COMPLIANCE AGREEMENT

In the matter of: DWEHD Agreement No. ACA-399-08-2026

SECTION I

FACILITY OWNER/OPERATOR

NAME Village of Ontonagon		OWNER☒	OPERATOR☒
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUSINESS IDENTIFICATION NUMBER			
ADDRESS 315 Quartz Street			
CITY Ontonagon	STATE Michigan	ZIP CODE 49953	
CONTACT NAME/TITLE William DuPont, Village Manager	PHONE # 906-285-2451		

FACILITY NAME AND LOCATION

FACILITY NAME Village of Ontonagon		WATER SUPPLY SERIAL NUMBER 05030	
FACILITY OWNER IF NOT IDENTIFIED ABOVE			
ADDRESS 315 Quartz Street			
CITY Ontonagon	STATE Michigan	ZIP CODE 49953	
COUNTY Ontonagon			
CONTACT NAME Jeremy Graff, Water Plant Supervisor	PHONE # 906-885-5631		

1.1 This document results from allegations by the Department of Environment, Great Lakes, and Energy (EGLE), Drinking Water and Environmental Health Division (DWEHD). EGLE alleges that the Village of Ontonagon (Owner/Operator), owner/operator of the above-referenced facility, is in violation of the Safe Drinking Water Act, 1976 PA 399, as amended (Act 399), and the administrative rules promulgated thereunder.

1.2 Specific alleged violations are referenced in the EGLE Sanitary Survey Report (SNSV) attached to this Administrative Compliance Agreement (Compliance Agreement) as Exhibit A. The Owner/Operator and EGLE agree to resolve the alleged violations set forth therein through entry of this Compliance Agreement. The Owner/Operator agrees to resolve all compliance issues set forth in Exhibit A in accordance with the requirements contained in this Compliance Agreement. This Compliance Agreement, in its entirety, shall consist of Section I, the attached Sections II, III, and IV, Exhibit A, and any other referenced attachments, exhibits, or appendices. This Compliance Agreement shall be considered null and void if it does not include, at a minimum, Sections I, II, III, and IV and Exhibit A. The Owner/Operator further agrees that this Compliance Agreement shall become effective on the date it is signed by the DWEHD Director, designee of the EGLE Director.

1.3 The Owner/Operator agrees to pay stipulated penalties of $500 per day and provide public notification for failure to complete corrective actions as specified in Section II, Compliance Schedule, unless an extension has been approved under Paragraph 4.14, of this Compliance Agreement. Failure to make a timely payment constitutes a violation of this Compliance Agreement.

1.4 The Owner/Operator agrees to make payment of all funds due pursuant to this agreement by certified check made payable to the "State of Michigan" and mailed to the Accounting Services Division, Cashier's Office for EGLE, P.O. Box 30657, Lansing, Michigan 48909-8157. To ensure proper credit, all payments made pursuant to this Compliance Agreement must include "Payment Identification Number DWEHD90178" on the check. The Owner/Operator agrees not to contest the legality of the civil fine.

Signatories

DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

_____
Eric J. Oswald, Director
Drinking Water and Environmental Health Division

_____
Date

I, the undersigned, CERTIFY that I am fully authorized by the party identified above to enter into this Compliance Agreement to comply by consent and to EXECUTE and LEGALLY BIND that party to it. I further attest that all information provided herein is accurate and true.

VILLAGE OF ONTONAGON

_____
William DuPont, Owner/Operator

_____
Date

DRAFT

SECTION II - COMPLIANCE SCHEDULE

IT IS THEREFORE AGREED AND ORDERED THAT the Owner/Operator shall take the following actions to prevent further violations of Act 399 and the administrative rules promulgated thereunder and/or to correct the significant deficiency identified in the SNSV attached to this Compliance Agreement as Exhibit A.

2.1 Not later than May 2, 2026, the Owner/Operator shall submit to EGLE, for review and approval, a General Plan in accordance with Part 16 of the Act 399 administrative rules. EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the submittal.

2.2 Not later than May 2, 2026, the Owner/Operator shall submit to EGLE, for review and approval, an updated Reliability Study in accordance with Part 12 of the Act 399 administrative rules. EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the submittal.

2.3 Not later than May 2, 2026, the Owner/Operator shall submit to EGLE, for review and approval, an updated written service agreement between the Village of Ontonagon and all regional communities connected to the Village of Ontonagon water distribution system. The service agreement shall authorize the implementation of a cross connection control program for the distribution system outside the Village of Ontonagon village limits. EGLE will notify the Owner/Operator, in writing, of approval or of any deficiencies in the submittal

2.4 Not later than May 2, 2026, the Owner/Operator shall replace the damaged vent screen on the White Pine elevated storage tank. The Owner/Operator shall submit to EGLE, for review and approval, photographic documentation of the completed work. EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the submittal.

2.5 Not later than May 2, 2026, the Owner/Operator shall submit to EGLE, for review and approval, a written routine valve turning program for all valves in the regional water system in accordance with R 325.11108 of the Act 399 administrative rules. EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the submittal.

2.6 Not later than 90 days from EGLE's written approval of the valve turning program under Paragraph 2.5, and by September 30 every year thereafter for the duration of this Compliance Agreement, the Owner/Operator shall submit to EGLE, for review and approval, a written annual progress report after the implementation of the valve turning plan under Paragraph 2.5. EGLE will notify the Owner/Operator, in writing, of any deficiencies in the submittals.

2.7 Not later than May 2, 2026, the Owner/Operator shall complete sludge removal of the settling basin. The Owner/Operator shall submit to EGLE, for review and approval, photographic documentation not later than 14 days from completion of the sludge removal. EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the submittal.

2.8 Not later than June 30, 2026, the Owner/Operator shall submit to EGLE, for review and approval, an updated cross connection control program that includes a provision to address all customer classes, including residential customers, in accordance with

Part 14 of the Act 399 administrative rules. EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the submittal.

2.9 Not later than 90 days from EGLE's written approval of the updated cross connection control program under Paragraph 2.8, and by September 30 every year thereafter for the duration of this Compliance Agreement, the Owner/Operator shall submit to EGLE, for review and approval, a written mid-year progress report indicating the number of cross connection inspections and re-inspections conducted during the period of January 1 through June 30 of the same year for each customer class for the entire regional area served by the Village of Ontonagon water system. EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the submittal.

2.10 Not later than June 30, 2026, the Owner/Operator shall install approved anti-siphon devices to all chemical feed systems in accordance with Section 5.5.5 of the most current version of Recommended Standards for Water Works, prepared by the Great Lakes Upper Mississippi Board of State and Provincial Public Health and Environmental Managers (Ten States' Standards). The Owner/Operator shall submit to EGLE, for review and approval, photographic evidence of the completed work or description, as appropriate. EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the submittal.

2.11 Not later than June 30, 2026, the Owner/Operator shall install 24-mesh screens on all storage tank overflows. The Owner/Operator shall submit to EGLE for review and approval, photographic evidence of the completed work. EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the submittal.

2.12 Not later than June 30, 2026, the Owner/Operator shall submit to EGLE, for review and approval, an updated plan and schedule to repair or replace the White Pine elevated storage tank. The schedule shall include, at a minimum, the following items:

a. A date to submit the final project plans to repair or replace the White Pine elevated storage tank.
b. A written schedule to obtain funding to repair or replace the White Pine elevated storage tank.
c. A date to submit an administratively complete Act 399 construction permit application, in accordance with Section 4 of Act 399 (Michigan Compiled Law 325.1004, to repair or replace the White Pine elevated storage tank).
d. A written schedule to complete construction in accordance with the EGLE-issued Act 399 construction permit.

EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the submittal. The EGLE-approved schedule shall be incorporated into this Compliance Agreement by reference.

2.13 Not later than one (1) year from the EGLE-issued Act 399 construction permit, in the EGLE-approved plan under Paragraph 2.12, the Owner/Operator shall complete the repair or replacement of the White Pine elevated storage tank in accordance with the EGLE-approved schedule under Paragraph 2.12. Not later than seven (7) days from completion of the work, in accordance with the EGLE-issued Act 399 construction permit, the Owner/Operator shall notify EGLE to request a site inspection. EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the inspection.

2.14 If funding to repair or replace the White Pine elevated storage tank is not obtained in accordance with the EGLE-approved schedule under Paragraph 2.12, then not later than 30 days from notification of funding rejection, the Owner/Operator shall submit to EGLE, for review and approval, a written revised plan and schedule to complete the White Pine elevated storage tank project. The plan and schedule shall include, at minimum, any unresolved items listed under Paragraph 2.12. EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the submittals. The EGLE-approved schedule shall be incorporated into this Compliance Agreement by reference.

2.15 Not later than August 31, 2026, the Owner/Operator shall have the intake inlet and pipeline inspection completed by a qualified diving contractor in accordance with R 325.10907 of the Act 399 administrative rules. The Owner/Operator shall submit to EGLE, for review, a copy of the inspection report not later than 30 days after receiving the report. EGLE will notify the Owner/Operator, in writing, of any deficiencies in the submittal.

2.16 If any deficiencies or repairs are identified in the inspection report submitted under Paragraph 2.15, then not later than 60 days from EGLE's written notification, the Owner/Operator shall submit to EGLE, for review and approval, a written plan and schedule to address all deficiencies in accordance with Part 9 of the Act 399 administrative rules. The EGLE-approved schedule shall be incorporated into this Compliance Agreement by reference.

2.17 Not later than November 1, 2026, the Owner/Operator shall have the sludge vacuum control system and the sludge vacuum removal system evaluated and repaired by qualified individual(s) in accordance with state and local building codes and regulations. The Owner/Operator shall submit to EGLE, for review and approval, written documentation of the completed work. EGLE will notify the Owner/Operator, in writing, of approval or any deficiencies in the submittal.

Sections III and IV of this Compliance Agreement shall not be altered in any way, including adding or eliminating any language, striking terms or parts of terms, retyping in whole or in part, or using a different format. Any changes to this document without written approval from EGLE renders the Compliance Agreement null and void.

SECTION III - STIPULATIONS

The Owner/Operator and EGLE stipulate as follows:

3.1 EGLE is authorized to enter this Compliance Agreement requiring the Owner/Operator to comply with state law under Section 15 of Act 399.

3.2 The Owner/Operator consents to the issuance and entry of this Compliance Agreement and stipulates that the entry of this Compliance Agreement constitutes a final order of EGLE and is enforceable as such under the appropriate provisions of state law identified in this Compliance Agreement. The Owner/Operator agrees not to contest the issuance of this Compliance Agreement and that the resolution of this matter by the entry of this Compliance Agreement is appropriate and acceptable.

3.3 The Owner/Operator and EGLE agree that the signing of this Compliance Agreement is for settlement purposes only and does not constitute an admission by the Owner/Operator that the law has been violated.

3.4 The Signatory to this Compliance Agreement on behalf of the Owner/Operator agrees and attests that he/she is fully authorized to ensure that the Owner/Operator will comply with all requirements under this Compliance Agreement.

3.5 The Owner/Operator shall achieve compliance with the aforementioned regulations in accordance with the requirements contained in Section II of this Compliance Agreement.

SECTION IV - GENERAL PROVISIONS

The Owner/Operator and EGLE further stipulate as follows:

4.1 With respect to any violations not specifically addressed and resolved by this Compliance Agreement, EGLE reserves the right to pursue any other remedies to which it is entitled for any failure on the part of the Owner/Operator to comply with the requirements of Act 399 and the administrative rules promulgated thereunder.

4.2 EGLE and the Owner/Operator consent to enforcement of this Compliance Agreement in the same manner and by the same procedures for all final orders entered pursuant to the provisions of Act 399.

4.3 This Compliance Agreement in no way affects the Owner/Operator's responsibility to comply with any other applicable local, state, or federal laws or regulations.

4.4 EGLE reserves its right to pursue appropriate action, including injunctive relief to enforce the provisions of this Compliance Agreement, and applicable statutory fines for any violation of this Compliance Agreement.

4.5 Nothing in this Compliance Agreement is or shall be considered to affect any liability the Owner/Operator may have for natural resource damages caused by the Owner/Operator's acts or omissions at the facility. The State of Michigan does not waive any rights to bring an appropriate action to recover such damages to the natural resources.

4.6 In the event the Owner/Operator sells or transfers the facility, he/she shall advise any purchaser or transferee of the existence of this Compliance Agreement in connection with such sale or transfer. Within 30 calendar days, the Owner/Operator shall also notify the DWEHD Engineering Section Manager, in writing, at EGLE-DWEHD, Engineering Section, Marquette District Office, P.O. Box 30817, Lansing, Michigan 48909-8311 of such sale or transfer, the identity and address of any purchaser or transferee, and confirm the fact that notice of this Compliance Agreement has been given to the purchaser and/or transferee. The purchaser and/or transferee of this Compliance Agreement must agree, in writing, to assume all of the obligations of this Compliance Agreement. A copy of that agreement shall be submitted to the DWEHD Engineering Section Manager within 30 days of assuming the obligations of this Compliance Agreement.

4.7 The provisions of this Compliance Agreement shall apply to and be binding upon the parties to this action and their successors and assigns.

4.8 This Compliance Agreement constitutes a civil settlement and satisfaction as to the resolution of the violations specifically addressed herein; however, it does not resolve any criminal action that may result from these same violations.

Reporting

4.9 The Owner/Operator shall make all submittals and written notifications required by this Compliance Agreement, to the DWEHD Enforcement Analyst, at EGLE-DWEHD-Enforcement@Michigan.gov, or EGLE-DWEHD, Deborah A. Stabenow Building, P.O. Box 30817, Lansing, Michigan 48909-8311. The cover letter with each submittal or notification shall identify the specific paragraph and requirement of this Compliance Agreement that the submittal or notification is intended to satisfy.

4.10 The Owner/Operator shall verbally report any violation(s) of the terms and conditions of this Compliance Agreement to the DWEHD Engineering Section Manager at 906-630-4107 by no later than the close of the next business day following detection of such violation(s) and shall follow such notification with submittal of a written report within five business days following detection of such violation(s). The written report shall include a detailed description of the violation(s), as well as a description of any actions proposed or taken to correct the violation(s). The Owner/Operator shall report any anticipated violation(s) of this Compliance Agreement to the above-referenced individual in advance of the relevant deadlines whenever possible.

Retention of Records

4.11 Upon request by an authorized representative of EGLE, the Owner/Operator shall make available to EGLE all records, plans, logs, and other documents required to be maintained under this Compliance Agreement or pursuant to applicable laws or rules. All such documents shall be retained by the Owner/Operator for at least a period of three years from the date of generation of the record unless a longer period of record retention is required by the applicable law or its rules.

Right of Entry

4.12 The Owner/Operator shall allow any authorized representative or contractor of EGLE, upon presentation of proper credentials, to enter upon the premises of the facility at all reasonable times for the purpose of monitoring compliance with the provisions of this Compliance Agreement. This paragraph in no way limits the authority of EGLE to conduct tests and inspections pursuant to Act 399 and the administrative rules promulgated thereunder or any other applicable statutory provision.

EGLE Approval of Submittals

4.13 For any work plan, proposal, or other document, excluding applications for permits or licenses, that are required by this Compliance Agreement to be submitted to EGLE by the Owner/Operator, the following process and terms of approval shall apply:

a. All work plans, proposals, and other documents required to be submitted by this Compliance Agreement shall include all of the information required by the applicable statute and/or rule and all of the information required by the applicable paragraph(s) of this Compliance Agreement.

b. In the event EGLE disapproves a work plan, proposal, or other document, it will notify the Owner/Operator, in writing, specifying the reasons for such disapproval. The Owner/Operator shall submit, within 30 days of receipt of such disapproval, a revised work plan, proposal, or other document that adequately addresses the reasons for EGLE's disapproval. If the revised work plan, proposal, or other document is still not acceptable to EGLE, EGLE will notify the Owner/Operator, in writing, of this disapproval.

c. In the event EGLE approves with specific modifications, a work plan, proposal, or other document, it will notify the Owner/Operator, in writing, specifying the modifications required to be made to such work plan, proposal, or other document prior to its implementation and the specific reasons for such modifications. EGLE may require the Owner/Operator to submit, prior to implementation and within 30 days of receipt of such approval with specific modifications, a revised work plan, proposal, or other document that adequately addresses such modifications. If the revised work plan, proposal, or other document is still not acceptable to EGLE, EGLE will notify the Owner/Operator, in writing, of this disapproval.

d. Upon EGLE approval, or approval with modifications, of a work plan, proposal, or other document, such work plan, proposal, or other document shall be incorporated by reference into this Compliance Agreement and shall be enforceable in accordance with the provisions of this Compliance Agreement.

e. Failure by the Owner/Operator to submit an approvable work plan, proposal, or other document, within the applicable time periods specified above, constitutes a violation of this Compliance Agreement and shall subject the Owner/Operator to the enforcement provisions of this Compliance Agreement.

f. Any delays caused by the Owner/Operator's failure to submit an approvable work plan, proposal, or other document when due shall in no way affect or alter the Owner/Operator's responsibility to comply with any other deadline(s) specified in this Compliance Agreement.

g. No informal advice, guidance, suggestions, or comments by EGLE regarding reports, work plans, plans, specifications, schedules, or any other writing submitted by the Owner/Operator will be construed as relieving the Owner/Operator of his/her obligation to obtain written approval, if and when required by this Compliance Agreement.

Extensions

4.14 The Owner/Operator and EGLE agree that EGLE may grant the Owner/Operator a reasonable extension of the specified deadlines set forth in this Compliance Agreement. Any extension shall be preceded by a written request to the DWEHD Engineering Section Manager no later than ten business days prior to the pertinent deadline and shall include:

a. Identification of the specific deadline(s) of this Compliance Agreement that will not be met.

b. A detailed description of the circumstances that will prevent the Owner/Operator from meeting the deadline(s).

c. A description of the measures the Owner/Operator has taken and/or intends to take to meet the required deadline(s).

d. The length of the extension requested and the specific date on which the obligation will be met.

No change or modification to this Compliance Agreement shall be valid unless in writing from EGLE and, if applicable, signed by both parties.

Termination

4.15 This Compliance Agreement shall remain in full force and effect until terminated by a written Termination Notice (TN) issued by EGLE. Prior to issuance of a written TN, the Owner/Operator shall submit a request consisting of a written certification that the Owner/Operator has fully complied with the requirements of this Compliance Agreement and has made payment of any fines required in this Compliance Agreement. Specifically, this certification shall include:

a. The date of compliance with each provision of the compliance program in Section II of this Compliance Agreement, and the date any fines or penalties were paid.

b. A statement that all required information has been reported to the DWEHD Engineering Section Manager.

c. Confirmation that all records required to be maintained pursuant to this Compliance Agreement are being maintained at the facility.

EGLE may also request additional relevant information. EGLE shall not unreasonably withhold issuance of a TN.

DRAFT

Administrative Compliance Agreement
Exhibit A

Enforcement Type	Issue Date
Sanitary Survey Report	December 15, 2025

DRAFT

Exhibit A

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION

EGLE

PHILLIP D. ROOS
DIRECTOR

December 15, 2025

Via Email

Willie DuPont
Village of Ontonagon
315 Quartz St
Ontonagon, MI 49953

WSSN: 5030
County: Ontonagon

Dear Willie DuPont:

SUBJECT: Sanitary Survey Report for the Water Supply Serving the Village of Ontonagon

This letter confirms the Department of Environment, Great Lakes, and Energy's (EGLE) meeting with Jeremy Graff and Willie DuPont on November 3, and November 5, 2025 to conduct a Sanitary Survey (Survey) of the Village of Ontonagon Regional Water Treatment System (Ontonagon) and to present final findings, discuss areas for improvement, and identify timelines for corrective actions. The purpose of a Survey is to evaluate water systems with respect to requirements of the Michigan Safe Drinking Water Act, 1976 PA 399, as amended (Act 399). It is also an opportunity to update EGLE's records, provide technical assistance, and identify risks that may adversely affect drinking water quality. Enclosed for your reference is a Survey review summary and the standard report for Ontonagon from our database. Please share these findings with Village of Ontonagon board members so local decision makers are informed of the water system needs.

Since the last Survey, EGLE acknowledges Ontonagon has completed the following water facility improvements and operations:

1. Raw Water Pump #1 was replaced.
2. Redundant soda ash feed equipment was purchased.
3. Began quarterly calibration of turbidimeters.
4. Investigated coagulant aid chemicals for high turbidity events.

The following table summarizes EGLE's final findings from the Survey of the water system:

Survey Element	Findings
Source	**Deficiencies Identified**
Treatment	**Deficiencies Identified**
Distribution System	**Deficiencies Identified**
Finished Water Storage	**Significant Deficiencies Identified**
Pumps	Recommendations Made
Monitoring & Reporting	Recommendations Made

Survey Element	Findings
Management & Operations	**Deficiencies Identified**
Operator Compliance	Recommendations Made
Security	No Deficiencies/Recommendations
Financial	Recommendations Made
Other	No Deficiencies/Recommendations

At this time, Ontonagon is meeting the strict primary water quality standards of Act 399 and complies with all water sampling requirements.

Significant Deficiencies:

Significant deficiencies are serious sanitary deficiencies identified in water systems which include, but are not limited to, defects in design, operation, maintenance, or a failure or malfunction of the sources; treatment, storage, or distribution systems that are determined to be causing, or have the potential to cause, contamination into the public water supply.

Significant deficiencies must be corrected or the water supply must have an EGLE-approved corrective action plan within 120 days of the date of this letter, or earlier if specified by EGLE. Failure to meet the deadline is a treatment technique violation with public notice requirements and may result in administrative penalties up to $10,000 per violation.

During the Survey, one significant deficiency was identified:

1. **R 325.11112 Storage tanks generally:** Per Rule 1112, All storage tanks, including hydropneumatic or gravity storage tanks which are used for the storage of finished water, shall meet all of the following requirements: (a) Be watertight below the maximum water level elevation. (b) Be constructed with materials and coatings approved by the department pursuant to part 21 of these rules. (c) Have no unprotected openings. (d) Be provided with access to the inside of the tank for inspection or repair.

   Professional inspections of the White Pine elevated storage tank have identified large holes in vent screens and a lack of adequate safety rails to access the rooftop entrance hatch. The inspection reports also recommended actions related to the foundation, structural steel, coatings, corrosion protection, and appurtenances were identified as essential to ensure the integrity of the tank. EGLE believes failure to address these concerns poses a sanitary risk to your customers and may lead to failure of the tank or its components. Annual inspections of the tank by Village staff are ongoing and a professional inspection is completed every three years, with the most recent being completed September 25, 2025. To correct this deficiency, the following actions are required:

   i. Replace the damaged vent screen by March 31, 2026.
   ii. Submit an updated plan for repairing or replacing the White Pine elevated storage tank by June 30, 2026.

iii. Beginnning in 2026 and continuing until the tank is repaired or replaced, submit an annual report on the status of progress made towards repairing or replacing the White Pine elevated storage tank.
iv. Repairs or replacement of the White Pine elevated storage tank must be completed by December 31, 2028.
v. Continue the schedule of annual inspections of the White Pine elevated storage tank, and completion of professional inspections at least every three years by a professional engineer or tank consultant.

Deficiencies:

Deficiencies indicate noncompliance with Act 399 and the promulgated rules, which include defects in a water system's infrastructure, design, operation, maintenance, or management that cause, or may cause, interruptions to the "multiple barrier" protection system and adversely affect the system's ability to produce safe and reliable drinking water in adequate quantities.

During the Survey, eight deficiencies were identified and are listed below:

1. **Rule 325.10907 Intake inlet and pipeline:** Per Rule 907 (3), The intake shaft shall be constructed to reasonably protect against physical hazards associated with the surface water source. Ontonagon has a single raw water intake and shore well that was installed in 1954 by the Copper Range Company. The intake has not been inspected since the 1990's and it is unknown if there has been any degradation of the intake impacting protection from hazards associated with the surface water source. To correct this deficiency, a complete inspection of the intake and shore well shall be completed by August 31, 2026.

2. **R 325.12102 Approval of chemicals and other materials:** Per Rule 2102, all chemicals that come into contact with water intended for use in a public water supply shall meet ANSI/NSF standard 60. Anti-siphon devices are necessary to prevent chemicals from being accidentally added above the NSF maximum dosage.

   Per section 5.5.5 of Ten States' Standards, all liquid chemical feeders shall be installed so that chemical solutions cannot be siphoned or overfed. No anti-siphon device or air gap is present on the alum, and soda ash feed systems. To correct this deficiency, install appropriate anti-siphon provisions to the chemical feeds by June 30, 2026.

3. **R 325.11108 Distribution system valves:** Per Rule 1108, sufficient valves shall be provided on distribution systems to minimize interruptions in service and minimize sanitary hazards during construction or repairs. Ontonagon does not have an active valve turning program for ensuring all valves are in operating condition. This could lead to interruption of service or cause potential risk to public health during repair or construction activities. To correct this deficiency, develop and implement a routine valve turning program for all valves in the Ontonagon regional water system and submit a copy to EGLE for review by March 31, 2026. Provide annual reports on the progress of implementation of the plan beginning September 31, 2026, and each subsequent year for a period of 5 years.

4. **R 325.11403 Cross connections prohibited:** Rule 1403(1) states that unprotected cross connections between a public water supply and any source, piping, or system that may contain non-potable water are prohibited. Rule 1403(2) states that this rule applies to all customer classes, including single- and multi-family residential accounts. Ontonagon has no residential component to its cross connection program. The Village of Ontonagon has

expressed uncertainty as to their legal authority to carry out a cross connection program for the distribution system outside of the village limits. To correct this deficiency the following actions are required:

i. Obtain a legal opinion or determine the Village of Ontonagon's authority to implement a cross connection program to the distribution system outside the village limits by January 31, 2026.
ii. If necessary, update the service agreements between the Village of Ontonagon and regional communities connected to the Ontonagon distribution system to authorize implementation of a cross connection program for the distribution system outside the Village of Ontonagon village limits by March 31, 2026.
iii. An updated cross connection program and ordinance shall be implemented by the Village of Ontonagon that includes provision for addressing all customer classes including residential. The updated cross connection program shall be submitted to EGLE for review by June 30, 2026. Not later than September 30 of each year, until directed otherwise, submit a written update to EGLE, indicating the number of cross connection inspections and re-inspections conducted during the year for each customer class for the entire regional are served by Ontonagon.
iv. Failure to meet the due dates outlined in the above items may result in referral for escalated enforcement.

5. **R 325.11603 General Plans; Updating requirements:** Per Rule 1603, upon receiving written notice from the department, public water supplies shall provide an updated general plan within 6 months. An updated general plan was requested by the department on February 1, 2022, and has not been provided. Ontonagon has indicated that an updated general plan is being developed by a consulting engineering firm. To correct this deficiency, submit a copy of the updated general plan to EGLE by February 28, 2026.

6. **R 325.11203 Study of water supply requirements for type I public water supply:** Per Rule 1203 (2) the study shall be updated every 5 years. An updated Reliability Study was requested by the department on February 1, 2022, and has not been provided and has not been updated for greater than 5 years. Ontonagon has indicated that an updated reliability study is being developed by a consulting engineering firm. To correct this deficiency, submit a copy of the updated reliability study by February 28, 2026.

7. **R 325.11112 Storage tanks generally:** Per Rule 1112(c), storage tanks shall have no unprotected openings. Per Recommended Standards for Water Works (Ten States' Standards) Section 7.1.7, tank overflows shall be protected against insect intrusion using 24-mesh non-corrodible screen, a 24-mesh-fitted flap valve, a weighted flap valve with interior 24-mesh screen, or a duckbill valve.

   The overflow outlets for the Ontonagon Tower is outdoor with a solid flapper and no insect screen. The Water Treatment Plant Clearwell is indoor and does not have any screen or cover. To correct these deficiencies, install adequate protective measures on the overflow outlets for the Ontonagon Tower and Water Treatment Plant Clearwell and provide documentation to EGLE by June 30, 2026.

   Per Ten States' Standards Section 7.1.9, vents shall be fitted with twenty -four mesh non-corrodible screen in combination with an automatically resetting pressure-vacuum relief

mechanism. The Ontonagon Tower vent was reported by Dixon engineering to lack an appropriately fine screen mesh to prevent insect intrusion to the wet interior. To correct this deficiency, install an adequate 24-screen mesh non-corrodible screen by June 30, 2026.

8. **R 325.10611 Filtration and disinfection:** Per Rule 611, a water system shall install and properly operate water treatment processes to reliably achieve the applicable microbial contaminant removal or inactivation percentages. Preventative maintenance ensures that the WTP will continue to function as designed and meet regulatory requirements. Due to a lack of preventative maintenance, the sludge vacuum control system for removing solids accumulated from the sedimentation basins has been damaged, and the sludge vacuum removal system is not operational. The controls and sludge vacuum system must be repaired by June 30, 2026. To ensure settling treatment performance, manual sludge removal shall be carried out by plant staff to remove accumulated solids until the repairs are complete as needed. Ontonagon should also evaluate current staffing levels at the plant, additional staff may be necessary to carry out adequate preventative maintenance.

Reminders and Other Follow Up:

The reminders and actions below are not deficiencies but failure to complete them could result in potential deficiencies or significant deficiencies.

1. During the survey it could not be confirmed what disinfection standard the distribution system staff follow for watermain repairs and replacement. Provide confirmation that a copy of AWWA C651 or equivalent written disinfection standard is maintained by Ontonagon by January 31, 2026.

2. An updated Bacteriological Sampling Site Plan is needed that includes a designated back up certified lab. Please submit an update Bacteriological Sampling Plan by February 28, 2026.

3. The 5-year and 20-year capital improvement plan (CIP) is out of date. An updated CIP must be submitted by June 30, 2026.

4. The finished water transmission main from the water plant North along M-64 is over 60 years old has exceeded its anticipated useful life. The single main is a critical bottleneck to the distribution system. Ontonagon should prioritize replacement of this transmission main to minimize potential disruption to providing finished water to the Village of Ontonagon.

Recommendations:

Recommendations should be considered by the public water supply to enhance level of services, and to avoid future deficiencies.

During the Survey, ten recommendations were identified and are listed below:

1. Excessive corrosion was observed in the pretreatment room of the plant. This corrosion has damaged the controls of multiple pieces of equipment throughout the plant's lifetime. Ontonagon should investigate alternative disinfection practices that reduce the residual in the pretreatment processes and operation of air exchangers to reduce the corrosivity of the environment in the pretreatment room of the plant.

2. Chemical feed pumps should be regularly calibrated.

3. Adjust the heights of the sedimentation basin weirs to equalize flow through the effluent troughs.

4. Conduct analysis of the filter bed media to determine the condition of the aging media.

5. Ontonagon experiences high raw water turbidites during spring runoff events. Ontonagon should consider installation of a permanent redundant soda ash feed system that can feed soda ash prior to primary coagulant addition. This configuration would allow for greater operational flexibility and increase treatment efficiency during raw water high turbidity events. This should include intermittent alkalinity monitoring prior to primary coagulant feed.

6. Maintain written records of equipment maintenance activities.

7. Repair the fill valve on the Ontonagon Booster Station.

8. Develop written Standard Operating Procedures (SOPs) for treatment and distribution equipment and processes.

9. The raw water pump station is in poor condition and is oversized due to originally being designed to accommodate the White Pine Mine water demands. To reduce maintenance needs and improve power consumption efficiency, it is recommended that the existing shorewell be equipped with a new raw water pump building adjacent to the existing building, that is sized to meet the current and projected needs of the water system.

10. A spray pond control valve owned by the neighboring mine is damaged and has been reducing the available raw water flow to the treatment plant. Work with the utility to define the utility's water use and repair or cap this valve to ensure adequate raw water quality and quantity to meet the demands of the treatment plant.

EGLE's investigation is considered complete. This significant deficiency begins as of the date of this letter and will continue until Ontonagon completes corrective action. Ontonagon must complete corrective action within 120 days of the date of this letter or comply with a Corrective Action Plan and schedule approved by this office. Please contact EGLE within 30 days of the date of this letter to discuss appropriate corrective action and to provide any factual information for EGLE to consider regarding the Survey findings. You must also notify EGLE, in writing, within 30 days of correcting the significant deficiency.

Please note that any Significant Deficiency (SD) that remains unresolved at the time the annual Consumer Confidence Report (CCR) is distributed, the water supplier is required to provide a Special Notice in its CCR. The water supplier must inform your customers on the details regarding the unresolved SD including the date the SD was identified by EGLE; the EGLE approved plan and schedule for correction along with the current progress toward this approved plan. This Special Notice requirement shall be included in all future CCRs until the SD has been resolved.

If you have any questions, please feel free to contact me at the phone number listed below or by email at RoeserD@Michigan.gov.

Sincerely,

Davis Roeser, PE
Surface Water Engineer
Engineering Section
Drinking Water and Environmental Health Division
989-545-2347

Enclosure
cc: Jeremy Graff, Village of Ontonagon
Bob London, EGLE
Mike Bolf, EGLE
Brian Thurston, EGLE
Brandon Onan, EGLE
Matt Allen, EGLE
Ontonagon County Health Department

Gmail

Willie DuPont <wdupont@villageofontonagon.org>

Update to Ontonagon ACA Language

1 message

Roeser, Davis (EGLE) <RoeserD@michigan.gov> Thu, Apr 9, 2026 at 4:03 PM
To: Willie DuPont <wdupont@villageofontonagon.org>
Cc: "London, Bob (EGLE)" <LONDONR@michigan.gov>, "Rock, Elizabeth (EGLE)" <RockE2@michigan.gov>

Hello Willie,

Unfortunately, we will not be able to provide a copy of the updated language for the administrative consent agreement (ACA) at this time. The language has been updated but final sign off has not yet been received from management, and management does not feel a copy without sign-off can be provided.

Provided is a list of the updates to the language that can be given to the Ontonagon Village council for tomorrow morning's meeting:

1. All Section II due dates that were previously May 2, 2026, have been updated to June 1, 2026.
2. Section 2.15 has been updated to require a written plan for the complete intake inspection to be provided by August 31, 2026.
3. Section 2.16 now provides one year from the approval of the written inspection plan for the inspection's completion.
4. Section 2.17 requires a report of the findings of the intake inspection to be provided to EGLE and a plan for addressing any identified deficiencies but no longer incorporates completion of that plan under this ACA.

Best regards,

Davis Roeser, PE

Surface Water Engineer

Drinking Water and Environmental Health Division

roeserd@michigan.gov

phone: (989) 545-2347

March 17, 2026

TO: ONTONAGON VILLAGE COUNCIL

The Gitchee Gumee Garden Group is currently starting planning efforts to continue the summer flower planter project on River Street.

In a join venture with the Village of Ontonagon in 2021 and 2023, the Garden Group spearheaded a sponsorship program to fund the 24 flower planters on River Street. The response was amazing and donations were received to cover project expenses for the past 5 summers.

We are now planning to continue this project and are requesting your approval to again solicit donations to cover future summer project expenses. Funds will be used for purchase of plants and planting soil products for the 24 planters that are placed on the downtown street corners. Our group will advertise for donations, make the purchases, carry out the planting, and monitor the plants for the summer season. All donations will be paid directly to the Village of Ontonagon and bills for expenses will be submitted to the Village for payment directly to the vendors.

We thank you for your past support of our project and working with us. The return of a summer crew to meet the watering needs of the plants last summer was greatly appreciated by the Garden Group members as well as the community. We look forward to continuing to work with the Village again.

Respectfully,

Gitchee Gumee Garden Group

Marilyn Anderson, Jane Rasmussen, Sue Helsel

Project Coordinators

March 19, 2025

To the Village Council and Management:

The Village of Ontonagon
315 Quartz Street
Ontonagon, MI 49953

We are pleased to confirm our understanding of the services we are to provide the Village of Ontonagon (the "Village") for the year ended March 31, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Village as of and for the year ended March 31, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's discussion and analysis
2) Budgetary comparison schedules
3) Schedule of changes in net pension liability and related ratios
4) Schedule of pension contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the Village's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used

to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1) Combining and individual fund financial statements

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Village and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of

laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Improper revenue recognition
- Implementation of new accounting standards
- Management override of controls / separation of duties

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material

weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Village in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will also perform the following services:

- Reconciliation of capital assets
- Reconciliation of net pension liability and related deferrals
- Reconciliation of leases
- Reconciliation of long-term debt
- Preparation of the F-65
- Preparation of the Act 51 report
- Preparation of the Qualifying Statement
- Preparation of the Form 5572

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes, along with the nonaudit services listed above, and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial

information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Village; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Gabridge & Company, PLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Michigan Department of Treasury ("Treasury") or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Gabridge & Company, PLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Treasury. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Joe Verlin, CPA, CGFM is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately May 18, 2026 and to issue our reports no later than June 26, 2026.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed $15,800. Fees for our assistance implementing GASB 96 will be at standard hourly rates (if applicable). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to

compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

To be respectful of your time and ours, we schedule our work well in advance. When engagements have to be rescheduled, it causes a domino effect, as we likely have other clients scheduled in the new requested time slot, and our staff our likely scheduled on another client. As a result, we may have to put your engagement at the back of the line, and/or change staff. When our staff members finishing the work are not the same as those who started it, the audit is less efficient and more disruptive to your and our staff. Our price quoted above is contingent on the following:

- All items on the assistance list being completed by the due dates indicated.
- The audit being performed during the dates scheduled.
- All accounts being adequately reconciled by the beginning of scheduled fieldwork.
- Accurate information provided to us that does not require subsequent rework.

If the above items are not met and the engagement needs to be rescheduled or if additional days need to be schedule, then an additional price of at least 20% will apply. Beyond this, the time required for rework and posting client requested entries after we have been given the trial balance will be billed at our standard hourly rates.

Reporting

We will issue a written report upon completion of our audit of the Village's financial statements. We will make reference to Anderson, Tackman, and Company, PLC's audit of the Ontonagon Village Housing Commission in our report on your financial statements. Our report will be addressed to the Village Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Village is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial

audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the Village and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Yalbridge a Company

RESPONSE:

This letter correctly sets forth the understanding of the Village.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

APPLICATION FOR PAYMENT

To:
Village of Ontonagon
315 Quartz Street
Ontonagon, MI 49953

PROJECT:
2304328
ONTONAGON SRF WASTEWATER IMPROVEMENTS PROJECT

Application No.:	Application Date:	Period To:	Contract Date:
11	APR 2,2026	APR 2,2026	JUL 30,2024

Project Nos: 2304328

Distribution List: ☒ Owner ☒ Architect ☒ Contractor ☐ Construction Mgr ☐ Field ☐ Other

From Contractor:
Ruotsala Construction Inc
E5299 Hannu Road
Ironwood, MI 49938

VIA ARCHITECT:
GEI
990 Lalley Road
Iron River, MI 49935

CONTRACT FOR:

Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

1. Original Contract Amount:		$ 7,031,683.00
2. Net of Change Orders:		$ -754,315.00
3. Net Amount of Contract:		$ 6,277,368.00
4. Total Completed & Stored to Date:		$ 5,048,118.85
5. Retainage Summary:		
a. 5.00 % of Completed Work	$ 252,405.94	
b. 0.00 % of Stored Material	$ 0.00	
Total Retainage:		$ 252,405.94
6. Total Completed Less Retainage:		$ 4,795,712.91
7. Less Previous Applications:		$ 4,728,262.91
8. Current Payment Due, This Application:		$ 67,450.00
9. Contract Balance (Including Retainage):		$ 1,481,655.09

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	49,500.00	-803,815.00
Total approved this Month:	0.00	0.00
Sub Totals:	49,500.00	-803,815.00
NET of Change Orders:	-754,315.00	

CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature) _____
Ruotsala Construction Inc Chris Boyd

Date: APR 2,2026
State Authorized: Michigan
County of: Gogebic

Subscribed and sworn to before me this 2 day of APRIL
Notary Public: Alaya Ruotsala
My Commission expires: 9/13/2032

Alaya Ruotsala
Notary Public State of Michigan
Gogebic County
My Commission Expires 9/13/2032
Acting in the County of Gogebic

ARCHITECT'S CERTIFICATION:

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED:

_____ Date: 04/26/2026
(Architects Signature)

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APPLICATION FOR PAYMENT - CONTINUATION SHEET - UNIT PRICING

CAP703up

Application No.: 11
Application Date: APR 2,2026
Period To: APR 2,2026
Contract Date: JUL 30,2024
Architects Project#: 2304328

TO:
Village of Ontonagon
315 Quartz Street
Ontonagon, MI 49953

FROM:
Ruotsala Construction Inc
E5299 Hannu Road
Ironwood, MI 49938

PROJECT
2304328
ONTONAGON SRF WASTEWATER IMPROVEMENTS PROJECT

Orig EST Quan	Unit Rev	Rev Quan	Orig Contr Amt	ITEM NO.	ITEMS / Description	UNIT PRICE	Work done in past month		Estimate to Date		% Comp	Retainage
							QUANTITY	AMOUNT	QUANTITY	AMOUNT		
1.00		0.00	270,000.00	1	M-0110 Mobilization	270,000.00	0.00	0.00	1.00	270,000.00	100	13,500.00
1.00		0.00	125,000.00	2	M-0210 Contractor Staking	125,000.00	0.00	0.00	1.00	125,000.00	100	6,250.00
1.00		0.00	50,000.00	3	M-0320 Maintaing Traffic	50,000.00	0.00	0.00	1.00	50,000.00	100	2,500.00
50.00		0.00	25,000.00	4	M-0410 Utility Exploration	500.00	0.00	0.00	70.00	35,000.00	140	1,750.00
1.00		0.00	20,000.00	5	M-0510 Soil Erosion/Sed	20,000.00	0.00	0.00	0.50	10,000.00	50	500.00
70.00		0.00	24,500.00	6	M-0520 Site Stormwater Oper.	350.00	0.00	0.00	0.00	0.00	0	0.00
15.00		0.00	10,500.00	7	M-0610 Utility Pole Bracing	700.00	0.00	0.00	2.00	1,400.00	13	70.00
1.00		0.00	25,000.00	8	M-0810 Dir. Bore Mob/Demo	25,000.00	0.00	0.00	1.00	25,000.00	100	1,250.00
1.00		0.00	25,000.00	9	M-0811 UV Cure Mob/Demob.	25,000.00	0.00	0.00	0.33	8,250.00	33	412.50
1.00		0.00	18,500.00	10	M-1110 Pre Con Video	18,500.00	0.00	0.00	0.00	0.00	0	0.00
150.00		0.00	26,250.00	11	D-0110 12" C76-IV RCP Storm	175.00	0.00	0.00	108.00	18,900.00	72	945.00
1.00		0.00	3,000.00	12	D-0150 12" ClassC76-IV End Sec	3,000.00	0.00	0.00	1.00	3,000.00	100	150.00
40.00		0.00	3,400.00	13	D-0310 6" SDR 26 Storm Main	85.00	0.00	0.00	43.00	3,655.00	108	182.75
260.00		0.00	39,000.00	14	D-0310 10" SDR 26 Storm Main	150.00	0.00	0.00	257.00	38,550.00	99	1,927.50
280.00		0.00	49,000.00	15	D-0410 12" CMP Storm	175.00	0.00	0.00	342.00	59,850.00	122	2,992.50
14.00		0.00	11,200.00	16	D-0510 12" CMP Storm End Sec	800.00	0.00	0.00	8.00	6,400.00	57	320.00
5.00		0.00	22,500.00	17	D-0610 2' DiaStructure (0-8')	4,500.00	0.00	0.00	4.00	18,000.00	80	900.00
4.00		0.00	10,000.00	18	D-0920 Con to Extg Storm Sew	2,500.00	0.00	0.00	5.00	12,500.00	125	625.00
1.00		0.00	1,200.00	19	D-0930 Connect to Ex. CB Lead	1,200.00	0.00	0.00	2.00	2,400.00	200	120.00
1.00		0.00	4,500.00	20	D-1000 Rem Catch Basin N.Steel	4,500.00	0.00	0.00	1.00	4,500.00	100	225.00
1,300.00		0.00	32,500.00	21	R-0110 Rem.Conc Sidewalk/Ramp	25.00	0.00	0.00	829.00	20,725.00	64	1,036.25
260.00		0.00	5,200.00	22	R-0120 Rem Curb/Gutter	20.00	0.00	0.00	34.00	680.00	13	34.00
5.00		0.00	2,500.00	23	R-0135 Rem Tree Stump>12" Dia	500.00	0.00	0.00	5.00	2,500.00	100	125.00
0.20		0.00	1,000.00	24	R-0140 Site Clear and Grub	5,000.00	0.00	0.00	0.20	1,000.00	100	50.00
10,500.00		0.00	105,000.00	25	R-0220 Sand Subbase 12"	10.00	0.00	0.00	8,909.78	89,097.80	85	4,454.89
			909,750.00					0.00		806,407.80		40,320.39

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APPLICATION FOR PAYMENT - CONTINUATION SHEET - UNIT PRICING

CAP703up

Application No.: 11
Application Date: APR 2,2026
Period To: APR 2,2026
Contract Date: JUL 30,2024
Architects Project#: 2304328

TO:
Village of Ontonagon
315 Quartz Street
Ontonagon, MI 49953

FROM:
Ruotsala Construction Inc
E5299 Hannu Road
Ironwood, MI 49938

PROJECT
2304328
ONTONAGON SRF WASTEWATER IMPROVEMENTS PROJECT

Orig EST Quan	Unit Rev	Rev Quan	Orig Contr Amt	ITEM NO.	ITEMS / Description	UNIT PRICE	Work done in past month		Estimate to Date		% Comp	Retainage
							QUANTITY	AMOUNT	QUANTITY	AMOUNT		
10,500.00		0.00	126,000.00	26	R-0320 Agg Base 8"	12.00	0.00	0.00	11,402.99	136,835.88	109	6,841.79
3,000.00		0.00	150,000.00	27	R-0400 Eath Exc	50.00	0.00	0.00	1,692.00	84,600.00	56	4,230.00
3,000.00		0.00	105,000.00	28	R-0420 Imported Sand Backfill	35.00	0.00	0.00	1,320.00	46,200.00	44	2,310.00
800.00		0.00	120,000.00	29	R-0710 MDOT 4E-Leveling Course	150.00	0.00	0.00	888.50	133,275.00	111	6,663.75
770.00		0.00	134,750.00	30	R-0720 MDOT 5E Top Course	175.00	0.00	0.00	880.04	154,007.00	114	7,700.35
200.00		0.00	50,000.00	31	R-0740 2" Bit MDOT 4EL	250.00	0.00	0.00	151.84	37,960.00	76	1,898.00
600.00		0.00	6,000.00	32	R-0810 Gravel Aproach 23A 6"	10.00	0.00	0.00	118.00	1,180.00	20	59.00
300.00		0.00	7,500.00	33	R-0910 Concrete Sidewalk	25.00	0.00	0.00	0.00	0.00	0	0.00
900.00		0.00	31,500.00	34	R-0930 Concrete Aproach 6"	35.00	0.00	0.00	195.00	6,825.00	22	341.25
260.00		0.00	20,800.00	35	R-0940 Concrete Curb/Gutter	80.00	0.00	0.00	34.00	2,720.00	13	136.00
10,500.00		0.00	210,000.00	36	R-1095 Pavement Removal	20.00	0.00	0.00	9,491.75	189,835.00	90	9,491.75
1.00		0.00	12,000.00	37	R-1100 Pavement Markings	12,000.00	0.00	0.00	0.00	0.00	0	0.00
36.00		0.00	90,000.00	38	R-1200 Adjust Structure Cover	2,500.00	0.00	0.00	27.00	67,500.00	75	3,375.00
2,500.00		0.00	17,500.00	39	R-1225 Landscape Restoration	7.00	0.00	0.00	2,999.00	20,993.00	120	1,049.65
4.00		0.00	14,000.00	40	R-1250 Septic Tank Removal	3,500.00	0.00	0.00	4.00	14,000.00	100	700.00
4.00		0.00	20,000.00	41	R-1300 Septoc Tank Restoration	5,000.00	0.00	0.00	4.00	20,000.00	100	1,000.00
3,260.00		0.00	489,000.00	42	S-0110 8" SDR26 San Sewer	150.00	0.00	0.00	3,404.50	510,675.00	104	25,533.75
350.00		0.00	68,250.00	43	S-0120 10" SDR26 San Sewer	195.00	0.00	0.00	354.00	69,030.00	101	3,451.50
410.00		0.00	102,500.00	44	S-0130 12" SDR26 San Sewer	250.00	0.00	0.00	162.00	40,500.00	40	2,025.00
20.00		0.00	7,000.00	45	S-0150 18" SDR25 San Sewer	350.00	0.00	0.00	20.00	7,000.00	100	350.00
60.00		0.00	5,700.00	46	S-0215 4" D.I. San Forcemain	95.00	0.00	0.00	47.00	4,465.00	78	223.25
60.00		0.00	5,700.00	47	S-0225 8" D.I. San Forcemain	95.00	0.00	0.00	20.00	1,900.00	33	95.00
350.00		0.00	26,250.00	48	S-0310 Dir Bore 2"SDR11 San	75.00	0.00	0.00	350.00	26,250.00	100	1,312.50
10.00		0.00	1,000.00	49	S-0410 4:"SDR26 San Lat	100.00	0.00	0.00	34.00	3,400.00	340	170.00
620.00		0.00	93,000.00	50	S-0420 6" SDR26 San Lat	150.00	0.00	0.00	834.50	125,175.00	135	6,258.75
			2,823,200.00					0.00		2,510,733.68		125,536.68

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APPLICATION FOR PAYMENT - CONTINUATION SHEET - UNIT PRICING

CAP703up

Application No.: 11
Application Date: APR 2,2026
Period To: APR 2,2026
Contract Date: JUL 30,2024
Architects Project#: 2304328

TO:
Village of Ontonagon
315 Quartz Street
Ontonagon, MI 49953

FROM:
Ruotsala Construction Inc
E5299 Hannu Road
Ironwood, MI 49938

PROJECT
2304328
ONTONAGON SRF WASTEWATER IMPROVEMENTS PROJECT

Orig EST Quan	Unit Rev	Rev Quan	Orig Contr Amt	ITEM NO.	ITEMS / Description	UNIT PRICE	Work done in past month		Estimate to Date		% Comp	Retainage
							QUANTITY	AMOUNT	QUANTITY	AMOUNT		
18.00		0.00	9,000.00	51	S-0515 8"x6" Wye	500.00	0.00	0.00	32.00	16,000.00	178	800.00
1.00		0.00	750.00	52	S-0540 10"x6" Wye	750.00	0.00	0.00	2.00	1,500.00	200	75.00
5.00		0.00	6,000.00	53	S-0560 12"x6" Wye	1,200.00	0.00	0.00	0.00	0.00	0	0.00
17.00		0.00	144,500.00	54	S-0710 4' Dia MH	8,500.00	0.00	0.00	33.00	280,500.00	194	14,025.00
22.00		0.00	14,300.00	55	S-0810 Add'l Depth over 4' MH	650.00	0.00	0.00	37.80	24,570.00	172	1,228.50
17.00		0.00	34,000.00	56	S-0910 Drainage Struc Cover	2,000.00	0.00	0.00	33.00	66,000.00	194	3,300.00
29.00		0.00	26,100.00	57	S-1010 Con,to Exg San Sew. Lat	900.00	0.00	0.00	35.00	31,500.00	121	1,575.00
15.00		0.00	37,500.00	58	S-1020 Con,to Exg San Sew Main	2,500.00	0.00	0.00	44.00	110,000.00	293	5,500.00
2.00		0.00	1,600.00	59	S-1030 Cont to Exg. San Sew FM	800.00	0.00	0.00	2.00	1,600.00	100	80.00
21.00		0.00	31,500.00	60	S-1040 Cont to Exg San Sew MH	1,500.00	0.00	0.00	19.00	28,500.00	90	1,425.00
3.00		0.00	7,500.00	61	S-1110 Rem Exg MH	2,500.00	0.00	0.00	15.00	37,500.00	500	1,875.00
10.00		0.00	7,000.00	62	S-1120 Sewer Bulkhead	700.00	0.00	0.00	30.00	21,000.00	300	1,050.00
1,000.00		0.00	40,000.00	63	S-130 Trench Undercut/Backfill	40.00	0.00	0.00	690.00	27,600.00	69	1,380.00
6.00		0.00	5,100.00	64	S-1150 Sewer Bulkhead CSO Loc	850.00	0.00	0.00	6.00	5,100.00	100	255.00
4,100.00		0.00	20,500.00	65	S-1220 Post-Con San Sewr Telev	5.00	0.00	0.00	0.00	0.00	0	0.00
1.00		0.00	35,000.00	66	S-1300 Dewatering	35,000.00	0.00	0.00	1.00	35,000.00	100	1,750.00
6,100.00		0.00	469,700.00	67	SR-0155 8" CIPP	77.00	0.00	0.00	5,473.40	421,451.80	90	21,072.59
4,500.00		0.00	373,500.00	68	SR-0160 10" CIPP	83.00	0.00	0.00	163.00	13,529.00	4	676.45
3,000.00		0.00	168,000.00	69	12" CIPP	56.00	0.00	0.00	178.00	9,968.00	6	498.40
1,600.00		0.00	164,800.00	70	SR-0170 15" CIPP	103.00	0.00	0.00	48.00	4,944.00	3	247.20
100.00		0.00	14,200.00	71	SR-0175 18" CIPP	142.00	0.00	0.00	2.00	284.00	2	14.20
420.00		0.00	86,100.00	72	SR-0180 24" CIPP	205.00	0.00	0.00	419.37	85,970.85	100	4,298.54
66.00		0.00	429,000.00	73	SR-0205 Spot Repair Street	6,500.00	3.00	19,500.00	21.00	136,500.00	32	6,825.00
9.00		0.00	54,000.00	74	SR-0210 Spot repair Offroad	6,000.00	0.00	0.00	9.00	54,000.00	100	2,700.00
290.00		0.00	207,060.00	75	SR-0750 Rehab Sewer MH	714.00	0.00	0.00	0.00	0.00	0	0.00
			5,209,910.00					19,500.00		3,923,751.33		196,187.56

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APPLICATION FOR PAYMENT - CONTINUATION SHEET - UNIT PRICING

CAP703up

Application No.: 11
Application Date: APR 2,2026
Period To: APR 2,2026
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Architects Project#: 2304328

TO:
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Orig EST Quan	Unit Rev	Rev Quan	Orig Contr Amt	ITEM NO.	ITEMS / Description	UNIT PRICE	Work done in past month		Estimate to Date		% Comp	Retainage
							QUANTITY	AMOUNT	QUANTITY	AMOUNT		
2,600.00		0.00	10,400.00	76	SR-0850 Pre Con Telv Heavy Cln	4.00	0.00	0.00	2,510.13	10,040.52	97	502.03
1.00		0.00	636,000.00	77	TS-1003 Tin St. Mech	636,000.00	0.00	0.00	0.00	0.00	0	0.00
1.00		0.00	43,896.00	78	TS-1004 Tin St Electrical	43,896.00	0.00	0.00	0.00	0.00	0	0.00
1.00		0.00	6,900.00	79	TS-1005 Tin St HVAC	6,900.00	0.00	0.00	0.00	0.00	0	0.00
1.00		0.00	103,000.00	80	TS-1008 Tin St SCADA	103,000.00	0.50	51,500.00	0.50	51,500.00	50	2,575.00
1.00		0.00	12,500.00	81	TS-1009 Tin St Trash Basket	12,500.00	0.00	0.00	0.00	0.00	0	0.00
1.00		0.00	7,000.00	82	ZS-1004 Zinc Street Electrical	7,000.00	0.00	0.00	1.00	7,000.00	100	350.00
1.00		0.00	90,000.00	83	ZS-1005 Zinc St SCADA	90,000.00	0.00	0.00	1.00	90,000.00	100	4,500.00
1.00		0.00	12,500.00	84	RR-1000 River Road Removal	12,500.00	0.00	0.00	1.00	12,500.00	100	625.00
1.00		0.00	21,750.00	85	RR-1001 River Rd Site Work	21,750.00	0.00	0.00	1.00	21,750.00	100	1,087.50
1.00		0.00	16,900.00	86	RR-1002 Wet Well / Valve Vault	16,900.00	0.00	0.00	1.00	16,900.00	100	845.00
1.00		0.00	137,000.00	87	RR-1003 River Rd Mechanical	137,000.00	0.00	0.00	1.00	137,000.00	100	6,850.00
1.00		0.00	23,000.00	88	RR-1004 River Rd Electrical	23,000.00	0.00	0.00	1.00	23,000.00	100	1,150.00
1.00		0.00	87,000.00	89	RR-1005 River Rd SCADA	87,000.00	0.00	0.00	1.00	87,000.00	100	4,350.00
1.00		0.00	54,000.00	90	RR-1006 River Rd Generator	54,000.00	0.00	0.00	1.00	54,000.00	100	2,700.00
1.00		0.00	12,800.00	91	LS-1000 Lake St Lift Sta Rem.	12,800.00	0.00	0.00	1.00	12,800.00	100	640.00
1.00		0.00	25,875.00	92	LS-1001 Lake St Site Work/Rest	25,875.00	0.00	0.00	1.00	25,875.00	100	1,293.75
1.00		0.00	22,985.00	93	LS-1002 Lake St Wet Well/Vault	22,985.00	0.00	0.00	1.00	22,985.00	100	1,149.25
1.00		0.00	141,000.00	94	LS-1003 Lake St Mechanical	141,000.00	0.00	0.00	1.00	141,000.00	100	7,050.00
1.00		0.00	16,000.00	95	LS-1004 Lake Street Electrical	16,000.00	0.00	0.00	1.00	16,000.00	100	800.00
1.00		0.00	84,000.00	96	LS-1005 Lake Street SCADA	84,000.00	0.00	0.00	1.00	84,000.00	100	4,200.00
130.00		0.00	13,000.00	97	LS-1006 6' Chain Link Fence	100.00	0.00	0.00	130.00	13,000.00	100	650.00
7.00		0.00	8,400.00	98	LS-1007 Concrete Bollords	1,200.00	0.00	0.00	7.00	8,400.00	100	420.00
1.00		0.00	24,215.00	99	RI-1001 Island Rd Site Work	24,215.00	0.00	0.00	1.00	24,215.00	100	1,210.75
1.00		0.00	19,872.00	100	RI-1002 Island Rd Wet Well/Vlt	19,872.00	0.00	0.00	1.00	19,872.00	100	993.60
			6,839,903.00					71,000.00		4,802,588.85		240,129.44

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APPLICATION FOR PAYMENT - CONTINUATION SHEET - UNIT PRICING

CAP703up

Application No.: 11
Application Date: APR 2,2026
Period To: APR 2,2026
Contract Date: JUL 30,2024
Architects Project#: 2304328

TO:
Village of Ontonagon
315 Quartz Street
Ontonagon, MI 49953

FROM:
Ruotsala Construction Inc
E5299 Hannu Road
Ironwood, MI 49938

PROJECT
2304328
ONTONAGON SRF WASTEWATER IMPROVEMENTS PROJECT

Orig EST Quan	Unit Rev	Rev Quan	Orig Contr Amt	ITEM NO.	ITEMS / Description	UNIT PRICE	Work done in past month		Estimate to Date		% Comp	Retainage
							QUANTITY	AMOUNT	QUANTITY	AMOUNT		
1.00		0.00	83,780.00	101	RI-1003 Island Rd Mechanical	83,780.00	0.00	0.00	1.00	83,780.00	100	4,189.00
1.00		0.00	16,000.00	102	RI-1004 Island Rd Electrical	16,000.00	0.00	0.00	1.00	16,000.00	100	800.00
1.00		0.00	92,000.00	103	RI-1005 Island Rd SCADA	92,000.00	0.00	0.00	1.00	92,000.00	100	4,600.00
1.00		0.00	-636,000.00	104	TS-1003 Tin St Mechanical	-636,000.00	0.00	0.00	0.00	0.00	0	0.00
1.00		0.00	-43,896.00	105	TS-1004 Tin St Electrical	-43,896.00	0.00	0.00	0.00	0.00	0	0.00
1.00		0.00	-6,900.00	106	TS-1005 Tin St HVAV	-6,900.00	0.00	0.00	0.00	0.00	0	0.00
1.00		0.00	-103,000.00	107	TS-1008 Tin St SCADA	-103,000.00	0.00	0.00	0.00	0.00	0	0.00
1.00		0.00	-12,500.00	108	TS-1009 Tin St Trash Basket	-12,500.00	0.00	0.00	0.00	0.00	0	0.00
1.00		0.00	-700.00	109	CO #2	-700.00	0.00	0.00	0.00	0.00	0	0.00
1.00		0.00	-715.00	110	C/O Tab and Narr. of changes	-715.00	0.00	0.00	0.00	0.00	0	0.00
0.00		0.00	0.00	111	S-0430 6" Sanitary Cleanout	850.00	0.00	0.00	5.00	4,250.00	0	212.50
1.00		0.00	49,500.00	112	Mill Road Watermain Replacement	49,500.00	0.00	0.00	1.00	49,500.00	100	2,475.00
1.00		0.00	-104.00	113	Change Order #5	-104.00	0.00	0.00	0.00	0.00	0	0.00
			6,277,368.00					71,000.00		5,048,118.85		252,405.94

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Gmail **Willie DuPont <wdupont@villageofontonagon.org>**

TIME SENSITIVE: Support Letter for Coastal Community Funding Due April 15th

1 message

Carl Lindquist <Carl@superiorwatersheds.org> Fri, Apr 3, 2026 at 1:27 PM
To: "wdupont@villageofontonagon.org" <wdupont@villageofontonagon.org>

Hi Willie,

The Great Lakes Restoration Initiative (GLRI) has invited SWP to submit a full proposal for funding to assist three coastal communities (Ontonagon, Escanaba, Detour) with a variety of coastal restoration, public access improvements and water quality projects. There is NO match requirement. Please see the DRAFT letter below. Please feel free to edit.

SWP is requesting all letters no later than April 15th. Please let me know if you need any additional information. Thanks.

Carl Lindquist, Executive Director

Superior Watershed Partnership and Land Conservancy

Lake Superior • Lake Michigan • Lake Huron

9 Peter White Drive

Presque Isle Park

Marquette, Michigan 49855

Phone: (906) 228-6095 Ext. 14

Fax: (906) 228-6863

Website: www.superiorwatersheds.org

Date

Jesús F. Sánchez

Director, Great Lakes Restoration Grant Program

601 13th St. NW
12th Floor
Washington, D.C. 20005

RE: Letter of Commitment for Great Lakes Restoration Community Grant Program

Dear Director Sánchez,

The city/community of _____ is pleased to provide this letter of commitment for the Superior Watershed Partnership's (SWP) proposed project through the Great Lakes Restoration Community Grant Program to implement coastal habitat and riparian restoration projects benefiting three Great Lakes coastlines and river estuaries as a pathway to resilience for three Upper Peninsula coastal communities.

If funded, the proposed project will directly address shoreline erosion, habitat loss, invasive species, and stormwater runoff pollution threatening Great Lakes ecosystems and communities by implementing best practice methods including living shoreline restoration, coastal wetland enhancement, green infrastructure and improved stormwater management.

_____ is proud to partner with the SWP and other community stakeholders to advance this important initiative. We support the successful completion of this project and ensuring long-term benefits to the community and its natural resources.

If you have any questions regarding this commitment, please do not hesitate to contact us at _____.

Western U.P.
PLANNING & DEVELOPMENT REGION

400 Quincy St, 8th Floor, Hancock, Michigan 49930
906-482-7205 Fax: 906-482-9032 e-mail: info@wuppdr.org

NOTICE FOR LOCAL UNITS OF GOVERNMENT:

The Western UP Planning and Development Region (WUPPDR) and the Michigan Coastal Management Program is hosting upcoming **Western U.P. Coastal Leadership Academy - Adaptation Strategies for Coastal Hazards** workshops. Two training opportunities are available, one in Ontonagon and one in Baraga. Both workshops will cover the same materials.

The Coastal Leadership Academy is a free workshop that introduces coastal processes, coastal hazards, and adaptation strategies to enhance coastal resilience. Strategies include policy, conservation, and nature-based practices to reduce community risks from hazards like erosion, flooding, and urban heat.

These workshops are intended for local government administrators and staff, elected and appointed officials, and key community stakeholders that have roles related to this topic. Facilitated small group exercises will help attendees identify sites in their community that would benefit from adaptation strategies. Newly created educational toolkits covering these specific strategies will also be shared with attendees.

Finally, no-cost technical assistance will be available to attending municipalities counties and tribes. The attached Project Interest Form contains more information and will be covered in the workshop.

You are encouraged to join us at either event:

- Tuesday, April 28th from 1:00 pm - 4:00 pm at the Village of Ontonagon - Main Office
- Wednesday, April 29th from 9:30 am - 1:00 pm at the Ojibwa Casino Conference Room

Pre-registration is required for this event.
Please register at: **www.wuppdr.org/claworkshops**

The deadline for registration is April 21st.

For more information, please contact:

Evan Lanese, 906-482-7205 *114, elanese@wuppdr.org

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Water Resources Division

Michigan Coastal Management Program
Bipartisan Infrastructure Law Initiative
Project Interest Form

The Michigan Coastal Management Program (MCMP) is partnering with regional planning commissions to enhance coastal resilience through the conservation, preservation, and restoration of the nation's longest freshwater coastline. This initiative addresses key coastal hazards, including erosion, flooding, and urban heat, through nature-based solutions. The primary goal is to strengthen resilience to coastal hazards at the regional level, while empowering individual communities to proactively address the diverse and unique challenges specific to their coastlines. This funding is supported by the National Oceanic and Atmospheric Administration (NOAA) under the Bipartisan Infrastructure Law.

The initiative emphasizes targeted habitat restoration and land conservation to mitigate coastal hazards and improve long-term coastal resiliency.

Note: Projects involving beach nourishment, dredging, and/or traditional hardened structures such as seawalls, revetments, or groins are not eligible projects under this initiative.

To support project development, community engagement meetings will be hosted to discuss the various coastal hazards faced within the regions, and to identify specific sites for potential restoration or conservation. The involvement of community leaders is critical in identifying priority sites for the development of conceptual restoration plans and/or due diligence documents for land acquisitions. It is anticipated that the selected sites will be better positioned for future MCMP grant funding competitions or other federal and state funding opportunities, to advance habitat restoration and conservation projects.

This project interest form is intended to help identify sites to be considered for prospective development of concept plans and funding potential.

1. Name of municipality and contact information.

2. Please identify the coastal hazard(s) of concern:
    a. Erosion:
    b. Flooding:
    c. Urban heat:

3. Describe the coastal hazard(s) impacts on the community.

4. Please identify a specific site(s) of particular concern that is being/has been impacted by coastal hazard(s). Please include the address or coordinates if multiple sites.

5. For each site identified, if you have already attempted to solve the issue, briefly describe what was done, the level of success, and any other actions you have taken.

6. For each site identified, please describe the current and past land use and general conditions of the project site. This could include information about ownership of the land.

7. For each site identified, list any specific solution(s) you have in mind.

8. Please describe the goals and/or vision for the future use of the identified sites.

Please send completed Project Interest form to Nichole Combs, Michigan Coastal Management Program, Secretary at CombsN2@Michigan.gov.

People with disabilities may request this material in an alternate format by emailing EGLE-Accessibility@Michigan.gov or calling 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.

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