

Ontonagon



Harbor Town

Gateway to the Porcupine Mountains

# VILLAGE OF ONTONAGON

Founded in 1843

315 Quartz Street

Ontonagon, Michigan 49953

Phone: 906-884-2305 Fax: 906-884-4369

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Website: [www.villageofontonagon.org](http://www.villageofontonagon.org)

## AGENDA VILLAGE COUNCIL MEETING

**Pamela Coey**  
President

**MONDAY - May 11, 2026 – 5:00 P.M. – 315 QUARTZ ST.**

**Sarah Hopper**  
President Pro-Tem

**FINANCE COMMITTEE MEETS AT 4:30 P.M.**

**William DuPont**  
Village Manager

**Wendy Pence**  
Village Clerk

**TRUSTEES**  
Lyle Perry  
Mike Rebholz  
Debra Seid  
Dorothy Sharkey

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. APPROVAL OF CONSENT AGENDA: Finance Committee April 27, 2026; Community Development Committee May 01, 2026
5. APPROVAL OF AGENDA
6. APPROVAL OF BILLS
7. APPROVAL OF COUNCIL MINUTES: April 27, 2026
8. REPORTS:
  - a. Manager's Report
9. UNFINISHED BUSINESS
  - a. MERS Updates
  - b. ACA Deficiency Tracker
  - c. Recreation Center Millage Language
10. NEW BUSINESS
  - a. Village Leaf Pickup
  - b. Motmot Letter of Support (Real World Deployment Grant)
  - c. SRF Wastewater Improvements Manhole Rehab/Repair Cost Summary
  - d. Finance Committee/CD Offerings
  - e. OHM USDA SEARCH Grant Application Proposal
  - f. OHM Ontonagon Water Reliability Study Proposal
  - g. OHM Ontonagon Valve Turning Program Proposal
  - h. White Pine Copper LLC Request
11. ANNOUNCEMENTS – OTHER COUNCIL BUSINESS
  - a. Next Council Meeting Tuesday May 26, 2026
12. ADJOURNMENT

*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.*



04/27/2026

Village of Ontonagon

Village Council Finance Committee

Called to order at 4:40 p.m.

Present Seid, Hopper, Rebholz

Review of bills already paid: \$31,938.62

Bills to be paid: None

Total recommended for approval: \$131,828.36

Approved 04/15/2026 minutes Rebholz/Seid

Discussed rolling over upcoming CD's

Reviewed Checking accounts / General/Equipment/Marina

On a motion by Hopper, second Seid

Adjourned at 4:54 PM

Minutes taken by Rebholz

05/01/2026

Village of Ontonagon

Village Council Community Development Committee

Called to order at 9:03 AM

Present: Hopper, Rebholz, Seid

Public Comment: None

A motion was made by Rebholz, second by Seid (CARRIED) to refer to the Village Council a lakeshore project to pursue through the EGLE Michigan Coastal Program.

AYE: Rebholz, Seid, Hopper

NAY: None

It was noted that WUPPDR will help write the grant and help find matching funds.

A motion was made by Rebholz, second by Hopper (CARRIED) to refer to the Village Council a walking path project using Act 51 funds for non-motorized transportation improvements.

AYE: Rebholz, Hopper, Seid

NAY: None

Adjourned at 9:22 AM Motion by Hopper second by Rebholz.

Minutes taken by Wendy Pence, Clerk.

**ONTONAGON VILLAGE COUNCIL MEETING  
HELD AT 5:00 PM ON MONDAY, April 27, 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):**

A resident inquired about leaf pick up in the Village and was told it will be announced at the next Village Council meeting. A resident addressed President Coey. Another resident inquired about the EGLE project and was told it will be addressed later in the meeting.

**APPROVAL OF CONSENT AGENDA:**

A motion was made by Perry, second by Rebholz (CARRIED) to approve the consent agenda as amended.

**AYE: Perry, Rebholz, Hopper, Seid, Sharkey, President Coey**

**NAY: None.**

**APPROVAL OF AGENDA:**

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

**AYE: Rebholz, Seid, Hopper, Perry, Sharkey President Coey**

**NAY: None**

**KAREN JACKSON VILLAGE HOUSING:**

Manager DuPont read a brief statement from Village Housing Manager Karen Jackson.

**APPROVAL OF BILLS:**

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

**ROLL CALL**

**AYE: Seid, Sharkey, Hopper, Perry, Rebholz, President Coey**

**NAY: None**

**APPROVAL OF COUNCIL MINUTES: April 10, 2026 and April 13, 2026**

A motion was made by Hopper, second by Perry (CARRIED), to approve April 10, 2026 Village Council Special Meeting Minutes as presented and April 13, 2026 Village Council Minutes as amended.

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

NAY: None

**REPORTS:**

**a. Finance Report**

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

**UNFINISHED BUSINESS:**

**a. MERS Update**

We paid MERS \$58,532 on April 22<sup>nd</sup>. This payment was due on May 20<sup>th</sup>. We are current with our MERS payments and our next payment will be due on June 20<sup>th</sup>. We will be making this payment towards the end of May.

The General Fund portion of the payment was \$46,530 and the Payroll portion was \$12,002.

**b. Administrative Consent Agreement Deficiency Tracker**

Manager DuPont presented the Council with a spread sheet which tracks the required actions and the completion dates of the Compliance Agreement with EGLE. He will update the spread sheet as items are completed and will include the spread sheet in future meeting packets.

A discussion was held on getting a preliminary engineering report from Zane Hyrkas, OHM Advisors, for rehabbing the Silver City Pump Station.

A discussion was then held on getting engineering bids for the replacement of the White Pine elevated storage tank.

Zane Hyrkas will attend the next Village Council meeting to present bid amounts.

**c. Rec Center Information**

Manager DuPont Presented the Village Council with the proposed millage rates for funding the Rec Center. Manager DuPont will prepare a draft to present to Ontonagon Township to request a 0.5 millage for 6 years to be added to the November ballot and will present it to the Village Council at the next meeting.

**d. Close DDA Account 4166583**

A motion was made by Perry, second by Rebholz (CARRIED) to close DDA account 4166583.

**ROLL CALL:**

**AYE:** Perry, Rebholz, Hopper, Seid, Sharkey, President Coey.

**NAY:** None.

**NEW BUSINESS:**

**a. VFW Post 5600 Request**

A Motion was made by Rebholz, second by Seid (CARRIED) to approve the VFW Post 5600 request.

**AYE:** Rebholz, Seid, Hopper, Perry Sharkey, President Coey

**NAY:** None.

**b. Council Room Floor**

A discussion was held on needed repairs for the Village Office building. The Council prioritized fixing the back corner of the building and then redoing the Council room floor and installing blinds in the Council Chambers as the budget allows.

**c. Work Truck**

A motion was made by Hopper, second by Rebholz (CARRIED) to approve purchasing a new DPW work truck up to \$25,000.00.

**ROLL CALL**

**AYE:** Hopper, Rebholz, Perry, Seid, Sharkey, President Coey

**NAY:** None.

**ANNOUNCEMENTS – OTHER COUNCIL BUSINESS:**

President Coey announced she will be on vacation from June 18<sup>th</sup> until August 8<sup>th</sup>.

Manager DuPont informed the Council the Camp Josh banquet was well attended and netted over \$50,000.00. Camp Josh plans to put these funds towards a new learning center.

David White will be starting with the DPW crew on May 04, 2026.

Pro-tem Hopper informed the Council she was asked by a resident who was responsible for clearing the Rose Island channel as it is clogged with logs. Office staff will check with the DNR to see if it can be cleared out by volunteers.

**It was moved by Hopper, second by Rebholz to adjourn at 5:32 p.m.**

**AYE:** Hopper, Rebholz, Perry, Seid, Sharkey, President Coey

**NAY:** None

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Wendy Pence, Clerk

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Approved

**MERS UPDATE**

To: Village Council

From: William DuPont, Village Manager

Date: May 11, 2026

Subject: Hospital MERS Update

We paid MERS \$58,532 on April 22<sup>nd</sup>. This payment was due on May 20<sup>th</sup>. We are current with our MERS payments and our next payment will be due on June 20<sup>th</sup>. We will be making this payment towards the end of the month.

The General Fund portion of the payment was \$46,530 and the Payroll portion was \$12,002.

Thank you for your time.

**VILLAGE OF ONTONAGON  
DEFICIENCY TRACKER  
UPDATED: 5/05/2026**

2 of 18 completed (11%)

#	Recommendation:	Level:	Action Required:	Status/Plan:	Responsible Employee and/or Committee:	Documented:	Expected Completion Date	Actual Completion Date	Council Verification Date
2.1	General Plans; Updating requirements	Deficiency:	VOO 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 VOO, in writing, of approval or any deficiencies in the submittal.	Complete	WD	EGLE email 3/10/26	6/1/2026	3/10/2026	4/27/2026
2.2	Study of water supply requirements for type I public water supply	Deficiency:	VOO 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 VOO, in writing, of approval or any deficiencies in the submittal.		Engineer		6/1/2026		
2.3	Cross connections prohibited	Deficiency:	VOO shall submit to EGLE, for review and approval, an updated written service agreement between the Village of Ontonagon and regional communities connected to the Village of Ontonagon distribution system. This service agreement shall authorize the implementation of a cross connection control program for the distribution system outside the Village of Ontonagon village limits.		WD		6/1/2026		
2.4	Storage tanks generally	Significant Deficiency:	VOO shall replace the damaged vent screen on the White Pine elevated storage tank. VOO shall submit to EGLE, for review and approval, photographic documentation of the completed work.		JG		6/1/2026		
2.5	Distribution system valves	Deficiency:	VOO 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.		Engineer/EGLE		6/1/2026		
2.6	Distribution system valves	Deficiency:	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, VOO 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.		Engineer/EGLE				

2.7	<b>Filtration and disinfection</b>	<b>Deficiency:</b>	VOO shall complete sludge removal of the settling basin. VOO shall submit to EGLE, for review and approval, photographic documentation not later than 14 days from completion of the sludge removal.	Complete	JG	Picture dated 2/12/2026	6/1/2026	2/12/2026	5/11/2026
2.8	<b>Cross connections prohibited</b>	<b>Deficiency:</b>	VOO 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.	Submitted 4/20/26	WD/VC	Ordinance 2026-02: Cross Connection Ordinance	6/30/2026		
2.9	<b>Cross connections prohibited</b>	<b>Deficiency:</b>	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, VOO 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.		WD/JG				
2.10	<b>Approval of chemicals and other materials</b>	<b>Deficiency:</b>	VOO 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). VOO shall submit to EGLE, for review and approval, photographic evidence of the completed work of description, as appropriate.		JG		6/30/2026		
2.11	<b>Storage tanks generally</b>	<b>Deficiency:</b>	VOO shall install 24-mesh screens on all storage tank overflows. VOO shall submit to EGLE for review and approval, photographic evidence of the completed work.		JG		6/30/2026		

2.12 Storage tanks generally	<b>Significant Deficiency:</b>	VOO shall submit to ELGE, 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.	Engineer	6/30/2026		
2.13 Storage tanks generally	<b>Significant Deficiency:</b>	Not later than one (1) year from the EGLE-issued Act 399 construction permit, in the EGLE-approved plan under Paragraph 2.12, VOO 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, VOO shall notify EGLE to request a site inspection.	Engineer			
2.14 Storage tanks generally	<b>Significant Deficiency:</b>	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 no later than 30 days from notification of funding rejection, VOO 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. The EGLE-approved schedule shall be incorporated into this Compliance Agreement by reference.	Engineer			
2.15 Intake inlet and pipeline	<b>Deficiency:</b>	VOO shall submit to EGLE, for review and approval, a written plan and schedule to have the intake structure and horizontal shaft inspected by a qualified diving contractor in accordance with R 325.10907 of Act 399. The EGLE-approved schedule shall be incorporated into this Compliance Agreement by reference.	WD/JG	FIND 2-3 Companies	8/31/2026	

2.16 Intake inlet and pipeline	<b>Deficiency:</b>	Not later than one (1) year from EGLE's written approval of the plan and schedule under 2.15, VOO shall complete the inspection of the intake structure and horizontal shaft completed in accordance with EGLE-approved plan. VOO shall submit to EGLE, for review, a copy of the inspection report not later than 60 days after completing the inspection.		WD/JG				
2.17 Intake inlet and pipeline	<b>Deficiency:</b>	If any deficiencies or repairs are identified in the inspection report submitted under Paragraph 2.16, then not later than 60 days from EGLE's written notification, VOO 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.		WD/JG				
2.18 Filtration and disinfection	<b>Deficiency:</b>	VOO shall have the sludge vacuum control system and sludge vacuum removal system evaluated and repaired by qualified individual(s) in accordance with state and local building codes and regulations. VOO shall submit to ELGE, for review and approval, written documentation of the completed work.		JG/Talsma	Need Quote	11/1/2026		

PROPOSAL FOR TOWNSHIP MILLAGE TO FUND VILLAGE OF ONTONAGON RECREATION CENTER

Shall the limitation upon the total amount of general ad valorem taxes imposed on real and tangible property for all purposes in any one year under Article IX, Section 6 of the Michigan Constitution be increased in the Township of Ontonagon by 0.5 mills (\$0.50 per \$1,000.00 of taxable value of all such property) for a period of 6 years, 2027 through 2032 inclusive, to be used for the specific purposes of operating and maintaining the Village of Ontonagon Recreation Center. Shall the Township of Ontonagon be authorized to levy such millage for said purpose?

The amount of revenue the Township of Ontonagon will collect if the millage is approved and levied by the Township of Ontonagon in the first year is estimated to be \$51,593.66. If approved, this would authorize a new millage, the revenue from which will be disbursed to the Village of Ontonagon specific purposes of operating and maintaining the Village of Ontonagon Recreation Center.

- Yes
- No



# Pick Up May 19, 2026

## VILLAGE OF ONTONAGON YARD WASTE COLLECTION VILLAGE RESIDENTS ONLY

The Village of Ontonagon will be conducting curbside collection of TREE LEAVES ONLY. NO BRANCHES.

Yard waste must be set out on the curb by Tuesday, May 19<sup>th</sup>, 2026. DPW will begin pickup on 5/19/2026. If a street is picked up and debris is set out after this date, it will not be picked up. DPW will pick up as time & work schedule allows.

Instructions and requirements for residential yard waste collection program are as follows:

- LEAVES, GRASS CLIPPINGS, YARD WASTE ONLY.
- LEAVES MUST BE PLACED IN CLEAR PLASTIC GARBAGE BAGS. Yard waste placed in other containers will not be collected. Clear plastic bags are available at the local hardware store.
- Bagged leaves must be brought to the curb. Crews will not go onto private property to pick up yard waste.
- Bagged leaves must be placed at the curb in a manner that does not obstruct the road or create a traffic vision hazard. Do not block sidewalks.
- Bagged leaves must be set out before the 5/19/2026 collection date, but not more than 48 hours beforehand. Bags set out too early may build condensation and become too heavy for lifting.

If you have any questions, please contact the Village Office at 884-2305. The Village Brush Dump will not be open for public use.

**BRANCHES:** Homeowners can contact local contractors for removal and cost. Contractor list available on village website at [www.villageofontonagon.org](http://www.villageofontonagon.org), Community tab, click Business Directory, see Contractor section.

Dear Real World Deployment Grant Review Committee,

The Village of Ontonagon is excited about the opportunity to partner with Motmot, Inc. for an inspection of our water intake. We have spoken with the Motmot team about their application for funding under the Real World Deployment Grant program and are pleased to provide this letter of support for their application and to signal our intention to participate in this pilot deployment of Motmot's underwater robotics platform.

Ontonagon has a 2450 foot water intake that draws from Lake Superior providing source water to the Village of Ontonagon and the Porcupine Mountain Wilderness State Park. This underground infrastructure is the only source of water for the system and has not been inspected since construction in 1953. The ability to collect and analyze data on the condition of this system's single intake would be incredibly valuable to our understanding of this asset. This is something that has never been available to our community in the past, and we are excited to work with Motmot to gain access to this information and process how we can use it to optimize our future maintenance and capital investments. If grant funding and time allow, we would also welcome and are prepared to participate in the inspection of our 42-inch, four-mile steel water main that serves the Village.

If Motmot is successful in its pursuit of Real World Deployment Grant funds, our community is prepared to work with their team for inspection and data collection of this intake. We will deploy the needed utility staff and equipment to the site to facilitate Motmot's access to the intake for inspection. We are also open to local colleges and/or universities participating in day-of activities to help build awareness and use of these technologies and the best practices they can unlock. Our leadership is eager to see the results of the inspection and identify the next steps for proactive maintenance and capital investment efforts.

The Village of Ontonagon fully supports Motmot's application for the Real World Deployment Grant program and encourages the review committee to select their application for funding.

Sincerely,

VILLAGE OF ONTONAGON  
 SRF WASTEWATER IMPROVEMENTS  
 MANHOLE REHAB/REPAIR COST SUMMARY  
 GEI PROJECT NO. 2304328

	Alternative 1 - Rehab 34 MH	Alternative 2 - Replace 7 MH/Rehab 27 MH	Alternative 3 - Replace 13MH/Rehab 21 MH
Estimated Construction Cost	\$ 207,060.00	\$ 390,760.60	\$ 528,362.40
Additional Construction Budget Needed	\$ -	\$ 183,700.60	\$ 321,302.40
Potential Extra Engineering Fees	\$ -	\$ 10,000.00	\$ 20,000.00
Approximate Additional Project Costs	\$ -	\$ 193,700.60	\$ 341,302.40
Remaining Project Contingency Dollars	\$ 399,488.00	\$ 205,787.40	\$ 58,185.60
Schedule Extension Anticipated	No	Yes - Approximate 2 months	Yes - Approximate 2 months
	<b>Pros</b>	<b>Pros</b>	<b>Pros</b>
	No additional budget required	7 of the most deteriorated manholes replaced	13 of the most deteriorated manholes replaced
	No schedule extension required		
	<b>Cons</b>	<b>Cons</b>	<b>Cons</b>
	Uncertain life expectancy with rehabbed manholes. Majority of manholes were installed in 1950's, approaching the end of their useful life. (80 years)	Additional costs associated with the replacements. Final loan amount for project would be higher. Instead of being 52/48 loan to grant it would be 53/47.	Additional costs associated with the replacements. Final loan amount for project would be higher. Instead of being 52/48 loan to grant it would be 54/46.
	Life expectancy of rehabbed manholes varies between 5 - 60 years. Life expectancy of new manhole is 80 years	Project schedule would be extended. However would still be completed in 2026.	Project schedule would be extended. However would still be completed in 2026.
	More risk involved with rehab as opposed to replacement	Pavement patches required around Village.	Pavement patches required around Village.
		Uncertain life expectancy with rehabbed manholes. Majority of manholes were installed in 1950's, approaching the end of their useful life. (80 years)	Uncertain life expectancy with rehabbed manholes. Majority of manholes were installed in 1950's, approaching the end of their useful life. (80 years)



Willie DuPont <wdupont@villageofontonagon.org>

**FW: Offer Sheet for Village of Ontonagon eConnectDirect**

1 message

**Michalak, Joe** <jmichalak@mbssecurities.com>  
To: Willie DuPont <wdupont@villageofontonagon.org>

Tue, May 5, 2026 at 1:03 PM

Hi Willie – here is what is currently available in Michigan. We should be seeing additional offerings from Bank of America, etc. in the near future. When that does happen, this is what we’ve seen:

18 month	3.95
24 month	3.95-4.00
36 month	4.00-4.05

I will keep you posted as more become available.

Talk to you soon!

Joe

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**From:** webmaster@mbssecurities.com <webmaster@mbssecurities.com>  
**Sent:** Tuesday, May 5, 2026 12:54 PM  
**To:** Michalak, Joe <jmichalak@mbssecurities.com>  
**Cc:** CDP\_Emails <CDP\_Emails@mbssecurities.com>  
**Subject:** Offer Sheet for Village of Ontonagon eConnectDirect



Joe Michalak





+1 (800) 967-9084

[jmichalak@mbssecurities.com](mailto:jmichalak@mbssecurities.com)

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CD Offers

(ni) New Issue (c) Callable (s) Step Coupon

Issue	CUSIP	Term	Coupon	Coupon Frequency	Price	YTM	YTW	YTC	Maturity Date	Settle Date	Call Protection (Months)	Maximum Purchase Amount	Actions
Oxford Bank (FDIC # 9719) (ni)	69141NAU8	15 month	3.850%	Semi Annual	100.0000	3.850%	3.850%		8/6/2027	5/8/2026		\$245,000	
Oxford Bank (FDIC # 9719) (ni)	69141NAV6	1 year	3.800%	@Mat	100.0000	3.800%	3.800%		5/7/2027	5/8/2026		\$240,000	
ChoiceOne Bank (FDIC # 1014) (ni)	17038RHQ6	4 month	3.800%	Monthly	100.0000	3.800%	3.800%		9/21/2026	5/19/2026		\$249,000	
ChoiceOne Bank (FDIC # 1014) (ni)	17038RHR4	3 month	3.800%	Monthly	100.0000	3.800%	3.800%		8/19/2026	5/19/2026		\$249,000	

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May 7, 2026

Willie DuPont  
Village Manager  
Village of Ontonagon  
315 Quartz Street  
Ontonagon, MI 49953

RE: Professional Services Proposal  
Village of Ontonagon – USDA SEARCH Grant Application

Dear Mr. DuPont:

We would like to thank you for the opportunity to submit this proposal for professional services to support the Village of Ontonagon's (the Village) application for a USDA Rural Development (RD) SEARCH Grant for the planned water system improvements within the Village of Ontonagon water system. We are prepared to assist the Village in developing a timely and competitive SEARCH grant application.

The following project understanding and scope of services have been prepared based on our understanding of the Village's needs and funding objectives.

### **Project Understanding**

OHM Advisors (OHM) understands both the regulatory requirements currently facing the Village and the importance of securing funding to advance critical water system improvements. The Village is looking to perform several capital improvement projects within the Ontonagon water system. These may include:

- ▶ Replacement of the White Pine water tower.
- ▶ Replacement or rehabilitation of the Silver City Pump Station.
- ▶ Replacement or lining of the 36-inch concrete water main from the treatment plant to White Pine.

In April of 2026, the Village entered into an Administrative Compliance Agreement (ACA) with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) ACA 399-08-2026. As part of this agreement, the Village is required to provide a schedule for replacement of the White Pine water tower. The remaining capital improvement projects are items the Village has identified within their Capital Improvement Plan and are intended to support long-term system reliability. Final scope of the proposed project will be subject to the Village's approval and funding availability.

To support these efforts, the Village is interested in pursuing a USDA RD SEARCH Grant. The SEARCH Grant provides financial assistance for predevelopment activities, including preparation of a Preliminary Engineering Report (PER), which is a typical requirement for USDA RD Water & Waste Disposal Loan and Grant Program.

The Village intends to proceed with the submission of a SEARCH grant application to secure funding for the development of a PER addressing the identified water system improvements.



## Scope of Services

OHM will provide professional services associated with the preparation and submission of the USDA RD Search Grant application, including the following tasks:

- ▶ Meet with the Village via a virtual meeting to review the SEARCH Grant application and review project scope.
- ▶ Complete and/or compile Grant Application documents including the following application elements:
  - Assist the Village with setting up Authorized Representative Request in RD Apply (The Village will need to submit the request).
  - Compile and complete required SEARCH Grant application forms.
  - Prepare the project narrative for the SEARCH Grant application.
  - Prepare a professional fee proposal (bid) for development of the PER, as required for inclusion in the SEARCH Grant application.
  - Provide a draft engineering agreement utilizing the required USDA RD EJCDC agreement document.
  - Compile communications, letters, and agreements from EGLE for deficiencies within the system.
- ▶ The Village will provide the following:
  - Review Application Narrative to determine that it accurately represents the goals for the Village.
  - Provide most recent audit and written justification documenting the unavailability of funds.
  - Certify in writing that the Village is unable to finance the proposed project from their own resources or through commercial credit at reasonable rates and terms that will allow them to maintain user rates comparable to other similar systems. Complete the Availability of Other Commercial Credit form provided by USDA RD.
  - Assistance in providing current rate schedules, planned increases, and available fund information.
  - Provide record of Village Board meeting minutes demonstrating approval of the SEARCH Grant application as an agenda item.
- ▶ Schedule and attend a virtual meeting to review the final draft of the application (prior to Board approval)
- ▶ Attend a Village board meeting to review application and answer applicable questions.
- ▶ OHM will prepare the SEARCH Grant application and Village will submit the application to the USDA RD via RD Apply prior to July 1, 2026.
- ▶ Provide follow-up assistance and responses to USDA RD requests for clarification or supplemental information during the application review period.

## Schedule

The following table outlines the anticipated schedule for the application and when funding determination is obtained:

TASK	Timeframe
Approval of Proposal	May 2026
Submit Grant Application	June 2026
Funding Determination (Tentative)	August/September 2026

Potential schedule related items that may impact task durations are as follows:

- ▶ Client review times

We are prepared to commence work on this project upon receipt of your written authorization to proceed.



## Clarifications and Assumptions

Our Proposal was prepared based on the following assumptions:

- ▶ If additional labor effort or change in schedule is required beyond described herein, OHM will negotiate an amendment with the Village. OHM will not proceed with additional services without written authorization to proceed from the Village.
- ▶ The USDA RD SEARCH Grant assists with costs of PER development up to \$30,000. This amount may not cover all of the cost associated with the development of the PER. Additional costs would be required to be covered by the Village.
- ▶ If the Village does receive grant funding for the construction phase of the project, the grant received for the SEARCH Grant would be deducted from the grant funding for the construction project.
- ▶ Grant funding is highly competitive and not a guarantee.
- ▶ PER Development is not included in this scope. Upon award of a SEARCH Grant OHM will prepare a supplemental scope to develop the PER.

## Client Responsibilities

- ▶ The Village will provide a single point of contact to OHM who is knowledgeable about the project needs and desired outcomes.
- ▶ The Village will include the SEARCH Grant application as an agenda item on a board meeting for board action and provide the certified meeting minutes for inclusion with the application submittal.
- ▶ The Village will provide OHM with the data identified in the scope of work in this proposal and submit the SEARCH Grant application via RD Apply.

## Reimbursable Expenses

The following services, including professional time associated to implement, are not included in our proposal fee and will be considered reimbursable expenses.

- ▶ Soil Investigation and Geotechnical Study
- ▶ Boundary and Topographical Survey
- ▶ Environmental Testing and Abatement
- ▶ Plan Review Fees
- ▶ Plan Reproduction

These services will only be implemented should the final scope of the project require them.

## Compensation

The above mentioned services would be performed on a lump sum basis in accordance with the attached Terms & Conditions for a fee of \$3,500.

OHM will hold invoicing of these services until the Village proceeds with development of the PER and receives funding through the Rural Development SEARCH Grant Program. If the project is not funded, the fees will not be assessed to the Village.

## Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal, the Terms & Conditions and the other attachments will form our agreement.



Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days from the date of this letter. If you have any questions or comments, please contact me at Zane.Hyrkas@ohm-advisors.com or (906) 370-9263.

Sincerely,  
OHM Advisors

Acceptance  
Village of Ontonagon

\_\_\_\_\_  
Zane Hyrkas PE, Project Manager      5/07/2026  
Date

\_\_\_\_\_  
Willie DuPont, Village Manager      Date

Attachments:      Terms and Conditions

cc:      Michael Markham PE, Principal in Charge, OHM Advisors

## TERMS & CONDITIONS



1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
  - a. Provide access to the project site to allow timely performance of the services.
  - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
  - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.



May 7, 2026

Willie DuPont  
Village Manager  
Village of Ontonagon  
315 Quartz Street  
Ontonagon, MI 49953

RE: Proposal for Professional Services  
Ontonagon Water Reliability Study

Dear Mr. DuPont:

Thank you for contacting us to provide professional services to the Village of Ontonagon (the Village) for the Water Reliability Study. We have prepared this letter proposal based on the information provided and discussions with you and Village staff. This proposal represents our understanding of the project, scope of services, schedule and compensation.

### **Statement of Understanding**

The Village submitted the Water Model Memo that OHM Advisors (OHM) had developed and included in the Village's Asset Management Plan. The Village received an Administrative Compliance Agreement (ACA) from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) stating that the Memo did not meet the requirements of a Reliability Study set forth under Rule 1203 of Act 399 Safe Drinking Water Act Rules.

The Village requested OHM's assistance with updating the Memo, so it meets the requirements of a Reliability Study.

### **Scope of Services**

Our Scope of Services will include adding the items requested by EGLE in the ACA to the Water Model Memo.

Specific tasks to complete the Reliability Study are as follows:

#### **Task 1 – Reliability Study**

- ▼ Update the Water Model Memo to include the following items identified in the ACA:
  1. Evaluate water production and consumption data and calculate trends for 5-year and 20-year planning periods(average day, max day, and peak hour).
  2. Provide planning data supporting the Village's anticipated population trends.
  3. Provide further justification as to why a peaking factor of 2 was used or recalculate the factor if adequate data from 2024 and 2025 can be provided to OHM.
  4. Add acknowledgement that the treatment plant does not operate every day to the memo.
  5. Add annual usage totals for water supplied to other public water supplies. (This is zero for Ontonagon but still must be stated in the study)
  6. Calculate annual water usage totals for each customer class type.
  7. Add a water shortage response plan for emergencies to the memo.

### **Schedule**

The following table outlines the task durations for major project milestones:



TASK	TASK DURATION
Task 1 – Reliability Study	3 Weeks

Potential schedule related items that may impact task durations are as follows:

- ▼ Client review times
- ▼ Data requested below is provided within 5 days of authorization to proceed

We are prepared to commence work on this project upon receipt of your written authorization to proceed.

### Compensation

OHM will provide the above-outlined professional services in accordance with the following fee schedule. Our professional services will be performed on an hourly basis.

Task	Cost
Task 1 – Reliability Study	\$7,300

Notes:

1. Fees were determined based on the noted assumptions. OHM proposes to confirm these assumptions with the Village prior to commencing services.
2. **“Hourly (Estimated Fee)”** represents the budget estimate for the Task (per the rates identified in our Hourly Rate Schedule). Budget estimate shall serve as a maximum. Any requested work beyond this fee must be approved by the Village prior to proceeding.

### Clarifications and Assumptions

Our proposal was prepared based on the following assumptions:

- ▼ If additional labor effort or change in schedule is required beyond described herein, OHM will negotiate an amendment with the Village. OHM will not proceed with additional services without written authorization to proceed from the Village.

### Client Responsibilities

- ▼ The Village will provide a single point of contact to OHM who is knowledgeable about the project needs and desired outcomes
- ▼ The Village will provide the following, to assist us with the project:
  - The following Monthly Operating Reports (MORs)
    - July 2020
    - November 2021
    - December 2021
    - All 2024
    - All 2025
  - Annual billing summaries for 2020-2025
  - Annual usage broken down by customer type (residential, commercial, etc.)
  - Explanation of demand spike in October 2023
  - Emergency water response plan



**Authorization and Acceptance**

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal, the Terms & Conditions and the other attachments will form our agreement.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days from the date of this letter. If you have any questions or comments, please contact me at [Zane.Hyrkas@ohm-advisors.com](mailto:Zane.Hyrkas@ohm-advisors.com) or (906) 370-9263.

Sincerely,  
OHM Advisors

Acceptance  
Village of Ontonagon

\_\_\_\_\_  
Zane Hyrkas PE, Project Manager

5/07/2026  
Date

\_\_\_\_\_  
Willie DuPont, Village Manager

\_\_\_\_\_  
Date

Attachments: Terms and Conditions  
Standard Rate Schedule

cc: Michael Markham PE, Principal in Charge, OHM Advisors

## TERMS & CONDITIONS



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19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
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21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
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26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

# OHM ADVISORS 2026 HOURLY RATE SCHEDULE



Classification	Level				
	I	II	III	IV	V
Professional Engineer	\$167	\$179	\$194	\$214	\$224
Graduate Engineer	\$145	\$156	\$161	\$169	\$182
Architect/Interior Designer	\$115	\$150	\$175	\$210	\$230
Landscape Architect	\$132	\$142	\$156	\$172	\$188
Planner	\$120	\$141	\$167	\$182	\$193
Project Coordinator/Urban Designer	\$93	\$125	\$142	\$162	\$182
Design Technician	\$115	\$134	\$151	\$170	\$188
Technician	\$109	\$128	\$146	\$163	\$172
Project Specialist	\$138	\$175	\$205	\$229	\$250
Professional Surveyor	\$156	\$173	\$189	\$203	\$215
Surveyor	\$112	\$132	\$144	\$158	\$170

Classification	I	II	III
Administrative Support	\$89	\$110	\$135
Technical Aide	\$85	\$89	\$94
Subject Matter Expert	\$250	\$300	\$375

Classification	
Principal	\$247



May 7, 2026

Willie DuPont  
Village Manager  
Village of Ontonagon  
315 Quartz Street  
Ontonagon, MI 49953

RE: Proposal for Professional Services  
Ontonagon Valve Turning Program

Dear Mr. DuPont:

Thank you for contacting us to provide professional services to the Village of Ontonagon (the Village) for the Valve Turning Program. We have prepared this letter proposal based on the information provided and discussions with you and Village staff. This proposal represents our understanding of the project, scope of services, schedule and compensation.

### **Statement of Understanding**

The Village received a Sanitary Survey Report from The Michigan Department of Environment, Great Lakes, and Energy (EGLE) in December of 2025. In the report, EGLE identified a deficiency in the Village not having an active Valve Turning Program to support verification of valve operability. In April of 2026, the Village entered into an Administrative Compliance Agreement with EGLE (ACA 399-08-2026). The development of a Valve Turning Program is included as an item in the ACA. To address that item, The Village must develop and implement a Valve Turning Program.

The Village requested OHM Advisors (OHM) assistance with developing a Valve Turning Program to help standardize their procedures of valve operations. The Valve Turning Program will be developed to satisfy the applicable requirements of EGLE and the ACA.

### **Scope of Services**

OHM will provide professional services to support the Village in developing and implementing a formal Valve Turning Program in response to deficiencies identified in the EGLE Sanitary Survey and ACA. The Valve Turning Program will be developed as a written, standardized operational program intended to support ongoing compliance and system reliability. Specific tasks to complete the Valve Turning Program are as follows:

#### **Task 1 – Valve Turning Program**

- ▶ Schedule and attend a virtual kickoff meeting with the Village to review the scope and schedule of the project.
- ▶ Develop a written program to include the following sections:
  1. Purpose of Program
  2. Health and Safety
  3. Exercising Procedures
  4. Troubleshooting
  5. Data Recording and Management
- ▶ Update the Village's GIS map so it can be used to help track each individual valve's exercising status. (e.g., Not Exercised, Exercised, Inoperable, Do not Operate)



- ▼ Develop a system-level GIS dashboard summarizing valve turning progress and overall status to support internal management and regulatory review.
- ▼ Meet with the Village via a virtual meeting to review the written program and GIS updates.
- ▼ Make any final adjustments from the meeting and submit final Valve Turning Program.

**Schedule**

The following table outlines the task durations for major project milestones:

TASK	TASK DURATION
Task 1 – Valve Turning Program	3 Weeks

Potential schedule related items that may impact task durations are as follows:

- ▼ Client review times

We are prepared to commence work on this project upon receipt of your written authorization to proceed.

**Compensation**

OHM will provide the above-outlined professional services in accordance with the following fee schedule. Our professional services will be performed on an hourly basis.

Task	Cost
Task 1 – Valve Turning Program	\$7,300

Notes:

1. Fees were determined based on the noted assumptions. OHM proposes to confirm these assumptions with the Village prior to commencing services.
2. The cost associated with each task assumes authorization and execution of all the tasks.
3. **“Hourly (Estimated Fee)”** represents the budget estimate for the Task (per the rates identified in our Hourly Rate Schedule). Budget estimate shall serve as a maximum. Any requested work beyond this fee must be approved by the Village prior to proceeding.

**Clarifications and Assumptions**

Our Proposal was prepared based on the following assumptions:

- ▼ If additional labor effort or change in schedule is required beyond described herein, OHM will negotiate an amendment with the Village. OHM will not proceed with additional services without written authorization to proceed from the Village.
- ▼ GIS updates assume the Village maintains an existing ESRI-compatible GIS platform and provides access to OHM in order to complete the scope of services.
- ▼ Services under this scope are limited to Valve Turning Program development, documentation, and GIS configuration. No physical valve exercising, field verification or observation services are included as part of OHMs services unless authorized separately.
- ▼ OHM assumes the Village will submit the Valve Turning Program to EGLE.



**Client Responsibilities**

- ▶ The Village will provide a single point of contact to OHM who is knowledgeable about the project needs and desired outcomes

**Authorization and Acceptance**

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal, the Terms & Conditions and the other attachments will form our agreement.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days from the date of this letter. If you have any questions or comments, please contact me at [Zane.Hyrkas@ohm-advisors.com](mailto:Zane.Hyrkas@ohm-advisors.com) or (906) 370-9263.

Sincerely,  
OHM Advisors

\_\_\_\_\_  
Zane Hyrkas PE, Project Manager

5/07/2026  
Date

Acceptance  
Village of Ontonagon

\_\_\_\_\_  
Willie DuPont, Village Manager

\_\_\_\_\_  
Date

Attachments: Terms and Conditions  
Standard Rate Schedule

cc: Michael Markham PE, Principal in Charge, OHM Advisors

1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
  - a. Provide access to the project site to allow timely performance of the services.
  - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
  - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. GOVERNING LAW. The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

# OHM ADVISORS 2026 HOURLY RATE SCHEDULE



Classification	Level				
	I	II	III	IV	V
Professional Engineer	\$167	\$179	\$194	\$214	\$224
Graduate Engineer	\$145	\$156	\$161	\$169	\$182
Architect/Interior Designer	\$115	\$150	\$175	\$210	\$230
Landscape Architect	\$132	\$142	\$156	\$172	\$188
Planner	\$120	\$141	\$167	\$182	\$193
Project Coordinator/Urban Designer	\$93	\$125	\$142	\$162	\$182
Design Technician	\$115	\$134	\$151	\$170	\$188
Technician	\$109	\$128	\$146	\$163	\$172
Project Specialist	\$138	\$175	\$205	\$229	\$250
Professional Surveyor	\$156	\$173	\$189	\$203	\$215
Surveyor	\$112	\$132	\$144	\$158	\$170

Classification	I	II	III
Administrative Support	\$89	\$110	\$135
Technical Aide	\$85	\$89	\$94
Subject Matter Expert	\$250	\$300	\$375

Classification	
Principal	\$247

White Pine Copper LLC  
P.O. Box 338  
White Pine, MI 49971

April 23, 2026

Village of Ontonagon  
315 Quartz Street  
Ontonagon, MI 49953

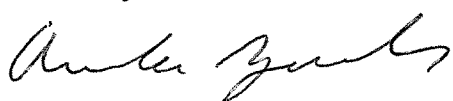
Dear Sir or Madam,

White Pine Copper LLC (WPC) is currently advancing Project planning and permitting efforts to open the White Pine North Project. Similar to the former mine, many of the surface facilities will be located within the old industrial area. As part of this process, WPC will be requesting a road abandonment from the Ontonagon Board of Road Commissioners for Wilcox Road which is the main access road to the property. As a landowner with property abutting Wilcox Road, WPC is required to notify you of our planned request and seek your signature supporting the change of ownership from the Ontonagon Road Commission to White Pine Copper LLC. If this request is granted, WPC would assume responsibility for road maintenance, plowing, etc. at an agreed upon date in the future. If an easement is required to access your property, one would be put into place in advance of the change in ownership.

If you support this change in ownership, we request that you please sign the enclosed form and return it in the self-addressed stamped envelope. The form will be provided to the Ontonagon Board of Road Commissioners as part of WPC's formal request for road abandonment. We request your response by May 22, 2026.

If you have any questions or concerns, please contact me at 906-204-6500 or [azeidler@whitepinecu.com](mailto:azeidler@whitepinecu.com).

Sincerely,



Amanda Zeidler

Senior Director, Environment  
White Pine Copper LLC

enclosure

## Petition for Abandonment of Wilcox Road, White Pine, MI 49971

White Pine Copper LLC (WPC) is petitioning the Board of Ontonagon County Road Commissioners to abandon Wilcox Road and transfer ownership to WPC at an agreed upon date in the future.

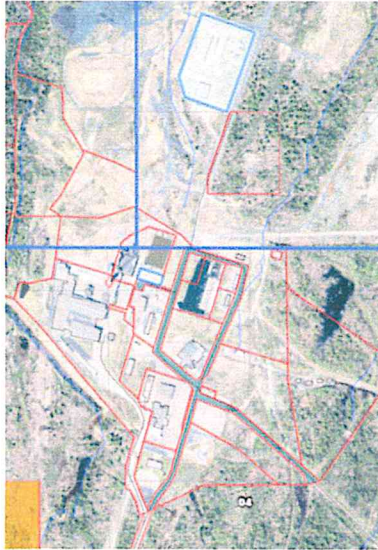
The Village of Ontonagon currently owns land within the White Pine mine industrial area, described below, that requires use of Wilcox Road to access. As a landowner with an interest in the roadway abandonment, we request your signature below supporting the change of ownership of Wilcox Road from the Ontonagon County Road Commission to White Pine Copper LLC.

**Business Name:** Village of Ontonagon

**Legal Description of Parcels Requiring use of Wilcox Road to Access:**

OLD WATER TREATMENT PLANT; SEC 4 T50N R42W PARCEL IN NE 1/4 OF NW 1/4; COM @ PT 197.41 FT N & 126.9 FT E OF SW CORNER OF SEC 31 T51N R41W: TH S 72DEG30'00"E, 275.84 FT; TH S17DEG30'00"W, 121.77 FT TO S LN OF SEC 31: TH CONT S17DEG30'00"W, 284.73 FT TO POB ALSO KNOWN AS PT "A": TH S17DEG30'00"W, 107.8 FT; TH N72DEG30'00"W, 234.97 FT M/L TO BNDRY LN OF PARCEL IN L102 P370: TH RECOMMENCE A PT "A"; TH N72DEG30'00"W, 212.57; FT TH S17DEG30'00"W, 6.07 FT; TH N72DEG30'00"W, 24.24 FT; TH S16DEG18'42"W, 100.73 FT M/L TO POB.

WATER TREATMENT PLANT SITE: SEC 31 T51N R41W PAR IN W 1/2 OF SW 1/4 COM @ PT WHICH IS 1214.29 FT N AND 870.39 FT E OF SW COR OF SEC 31 T51N R41W POB, SD PT BEING ON THE WEST EDGE OF TAILINGS DAM RD; TH N 70 DEG 20'59"W, 430 FT; TH N 15 DEG 33' 59" W 208.08 FT; TH N 19 DEG 38' 57" E 650 FT; TH S 70 DEG 21' 00" E 550 FT TO WEST EDGE OF TAILINGS DAM RD; TH S 19 DEG 38' 59"W ALG RD 820 FT TO POB. 10.12 A M/L



**Printed Name:** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_