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A G E N D A

CITY COMMISSION MEETING

Monday, December 15, 2014

7:00 PM

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Announcements, Acknowledgments and Communications and Reports.
5. Adoption of Agenda.
6. Public Participation.
7. Administrative Response to Issues or Questions Raised During Previous Meetings.
8. Approval of Minutes.
9. General Business.
 - 9-A - Public Hearing on Renewal of Comcast's Cable Television Franchise.
 - 9-B - Request Approval to Purchase Lots 11 and 16, Rossin Park Subdivision.
 - 9-C - Approve Purchases and Payment of Invoices.
10. Consent Agenda.
 - 10-A - Commission Approval of a Resolution Honoring Martin Charbonneau on His Retirement from City Service.

11. City Manager's Report.

12. Commissioners' Comments.

13. Executive Session

To Consider Attorney/Client Privileged Material.

13. Adjournment.

The City of Mount Clemens will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon one week-notice to the City of Mount Clemens. Individuals with disabilities requiring auxiliary aids should contact the City of Mount Clemens by writing or calling the following:

City Clerk's Office
One Crocker Boulevard
Mount Clemens, Michigan 48043
586.469.6818, Extension 310
911 - TDD

EXPLANATION OF AGENDA – December 15, 2014

Administrative Response to Issues or Questions Raised During Previous Meetings

1. Strategic Planning Status

I have set a 12/19/14 meeting with the SEMCOG representative that works with communities on strategic planning processes. We will be discussing City goals for this process and working out how the process might flow or develop. I would appreciate any of your individual feedback on strategic planning by telephone, in writing or in-person.

My plan here is to come to the Commission with a more detailed array of options in January for your consideration and, ultimately, your decision on how to proceed with strategic planning.

2. Concrete Issue at the Fire Station

We have checked into this issue as reported at the 12/01/14 meeting. I have also had a follow up conversation with the Fire Department regarding this issue, how it was, and should be, reported and handled, etc. We will be proceeding with an appropriate remediation of the issue in question as well as looking at other physical plant issues with the same approach and intent.

CITY COMMISSION MEETING

**County of Macomb
State of Michigan**

**December 1, 2014
Commission Chambers**

A regular meeting of the Mount Clemens City Commission was held on Monday, December 1, 2014, at 7:00 p.m. The meeting was held in the Commission Chambers of the Municipal Building, One Crocker Boulevard, Mount Clemens, Michigan. Present at this meeting were Mayor Barb Dempsey and Commissioners Gary Blash, Roger Bunton, Ronald Campbell, Lois Hill and Joseph Rheker. Commissioner Denise Mentzer was absent. Also in attendance were Steven Brown, City Manager; Michael Murray, City Attorney; and Lisa Borgacz, City Clerk.

The meeting was called to order at 7:00 p.m.

Commissioner Rheker made a motion, supported by Commissioner Bunton, to excuse Commissioner Mentzer from the meeting. The motion passed unanimously.

ANNOUNCEMENTS, ACKNOWLEDGEMENTS, COMMUNICATIONS AND REPORTS WERE ADDRESSED, ITEM 4.

THE ADOPTION OF THE AGENDA WAS CONSIDERED, ITEM 5.

Commissioner Rheker made a motion, supported by Commissioner Bunton, to adopt the agenda as amended:

1. Consent Agenda Item 10-A was moved to General Business Item 9-B.
2. Consent Agenda Item 10-B was moved to General Business Item 9-C.

The motion passed unanimously.

PUBLIC PARTICIPATION WAS CONDUCTED, ITEM 6.

ADMINISTRATIVE RESPONSE TO ISSUES OR QUESTIONS RAISED DURING PREVIOUS MEETINGS WERE RECEIVED, ITEM 7.

APPROVAL OF MINUTES WAS CONSIDERED, ITEM 8.

Commissioner Bunton made a motion, supported by Commissioner Blash, to approve the minutes of the City Commission Work Session of November 17, 2014 and the Regular meeting of November 17, 2014, as presented. The motion passed unanimously.

APPROVAL OF PURCHASES AND THE PAYMENT OF INVOICES WERE CONSIDERED, ITEM 9-A.

Commissioner Hill made a motion, supported by Commissioner Rheker, to approve purchases and payment of invoices as presented. The motion passed unanimously.

APPROVAL OF THE 2015 COLLECTION OF PROPERTY TAXES FOR THE VARIOUS TAXING UNITS WAS CONSIDERED, ITEM 9-B.

December 1, 2014

Commissioner Blash made a motion, supported by Commissioner Hill, to approve the collection of the 2015 property taxes for the following units: Macomb Intermediate School District, Macomb Community College, Mount Clemens and L'Anse Creuse School Districts, Macomb County and Mount Clemens Public Library. The motion passed unanimously.

APPROVAL TO HOLD THE DETROIT INSTITUTE OF ARTS DAY AWAY MOBILE CLASSROOM IN DOWNTOWN MOUNT CLEMENS ON DECEMBER 10, 2014, WAS CONSIDERED, ITEM 9-C.

Commissioner Rheker made a motion, supported by Commissioner Blash, to approve the Detroit Institute of Arts Day Away Mobile Classroom on December 10, 2014; the closure of Macomb Place from Southbound Gratiot Avenue to Pine Street from December 9, 2014 at 6:00 p.m. to December 10, 2014 at 8:00 p.m.; and the use of a portion of the Roskopp Lot on December 10, 2014, to be coordinated by the Department of Public Services. The motion passed unanimously.

THE CONSENT AGENDA WAS CONSIDERED, ITEM 10.

Commissioner Hill made a motion, supported by Commissioner Bunton, to approve the consent agenda as amended:

In Item 10-C, the 3rd Annual Anthony V. Marrocco Clinton River Canoe Classic on June 27, 2015, from 12:00 p.m. to 9:00 p.m., including the use of Clinton River Park, the Gazebo and the City Hall Parking Lot was approved. The motion passed unanimously.

THE CITY MANAGER'S REPORT WAS GIVEN, ITEM 11.

COMMISSIONERS' COMMENTS WERE RECEIVED, ITEM 12.

Commissioner Blash made a motion, supported by Commissioner Bunton, to adjourn the meeting. The motion passed unanimously.

The meeting was adjourned at 7:29 p.m.

Respectfully submitted,

Barb Dempsey, Mayor

Lisa Borgacz, City Clerk

December 1, 2014

EXPLANATION OF AGENDA – December 15, 2014

Agenda Item No. 9-A

Public Hearing on Renewal of Comcast's Cable Television Franchise

On February 26, 2014, former City Manager, Douglas C. Anderson, received notice from Comcast of Mount Clemens, LLC, that it will seek renewal of its cable television franchise, which expires on January 19, 2017. Comcast requested commencement of renewal proceedings pursuant to 47 U.S.C. 546 only if a change in Michigan's Uniform Video Service Local Franchise Act, Public Act 480 of 2006, ("Uniform Act"), necessitated doing so. At the time the notice was received, litigation was pending against Comcast in the U.S. District Court for the Eastern District of Michigan under which the City of Detroit challenged the Uniform Act. That case was dismissed with prejudice on October 17, 2014. Therefore, an application by Comcast for renewal that fully complies with the Uniform Act automatically will be considered approved 30 days after its filing with the City. Consequently, unless the Uniform Act is otherwise amended, repealed, or modified before January 19, 2017, fully undertaking renewal proceedings to identify future cable-related community needs and interests and to review Comcast's performance will be expensive, time-consuming and fruitless. Consequently, tonight's public hearing under 47 U.S.C. 546 is a statutory formality.

SUBMITTED BY: Michael J. Murray, City Attorney and Neil J. Lehto,
Outside Cable Commission Counsel

RECOMMENDED MOTION: Open the public hearing on renewal of Comcast's
Cable Television Franchise.

Close the public hearing, receive and
file Comcast's notice dated February 24, 2014.

EXPLANATION OF AGENDA – December 15, 2014

Agenda Item No. 9-B

Request Approval to Purchase Lots 11 and 16, Rossin Park Subdivision

In 2009, in order to eliminate blight and remove dangerous conditions, the City began acquiring properties and demolishing structures adjacent to Clemens Park. This action was taken pursuant to City Commission direction and approval, and utilizing federal Neighborhood Stabilization Program (NSP) funds. To complete this project, there remain three parcels of land, which the City has an interest in acquiring. These parcels are 12 Murdock, and two small, unbuildable vacant lots described as Lots 11 and 16, Rossin Park Subdivision.

Recently, the owner of the two vacant lots has indicated a willingness to accept the City's \$3,000 offer to purchase the same. Therefore, Administration is requesting Commission approval to do so.

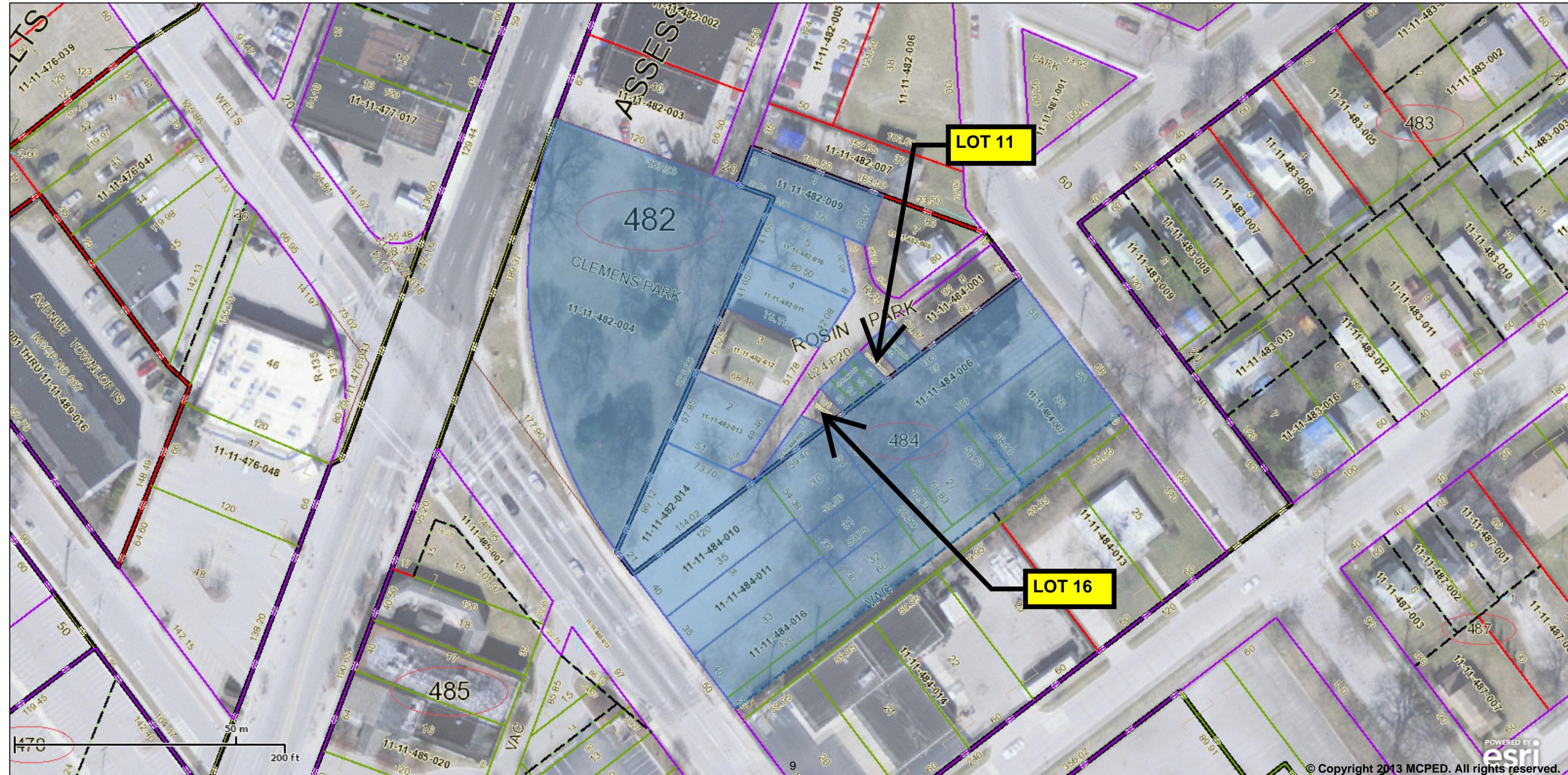
SUBMITTED BY: Brian Tingley, Community Development Director

RECOMMENDED MOTION: To authorize the purchase of Lots 11 and 16, Rossin Park Subdivision, for the sum of \$3,000, and authorize the Mayor and City Clerk to execute any and all documents necessary to effectuate the same.

Current City Owned Property

Highlighted in Blue

Fri Dec 5 2014 09:44:44 AM.



EXPLANATION OF AGENDA – December 15, 2014

Agenda Item No. 9-C

APPROVE PURCHASES AND PAYMENT OF INVOICES

VENDOR (PURCHASES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1. Clinton River Watershed Council 1115 West Avon Road Rochester Hills, MI 48309	Public Education Program (5-year Program)	Sewer-Utilities Fund/ Catch Basins/ Contractual Services	590-53705-818000	\$1,800.00/ year	\$36,200.00
2. Bendzinski & Company Municipal Finance Advisors 615 Griswold Street Suite 1225 Detroit, MI 48226	Dissemination Agent regarding Building Authority Refunding Bonds; 5-Year Agreement	Automobile Parking Fund/ Debt Retirement/ Fiscal Agent Fees	585-90600-999000	\$333.33/ Year	\$5,850.00
		Sewage-Utilities Fund/ Debt Retirement/ Fiscal Agent Fees-CSO	590-90603-999001	\$333.33/ Year	\$375.00
		Ice Arena Fund/ Debt Retirement/ Fiscal Agent Fees	598-90600-999000	\$333.33/ Year	\$458.00
3. Constellation New Energy Gas Division, LLC 3060 Commerce Drive Suite 4 Fort Gratiot, MI 48059	Energy Choice For gas supply For all City Buildings for 1-Year contract. STATE CONTRACT	Various	Various	\$4.35/Mcf (Thousand Cubic Feet)	Various

VENDOR (INVOICES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1. Michigan Department of Environmental Quality Cashiers Office-COMM P.O. Box 30657 Lansing, MI 48909	Community Water Systems Annual Fee	Water-Utilities Fund/ Operation of Plant/ Water Testing Fee- State of Michigan	591-53708-831000	\$5,372.01	\$14,070.00
2. Leslie Tire Service, Inc. 41600 Executive Drive Harrison Township, MI 48045	Tires and Tire Supplies Purchased in November, 2014	Motor Pool Fund/ Department of Public Services/ Tires and Tubes	661-44100-750000	\$1,529.95	\$3,339.68
3. Michigan Department of Environmental Quality Cashiers Office – NP1 P.O. Box 30657 Lansing, MI 48909	National Pollutant Discharge Elimination System NPDES Annual Permit Fee.	Sewer-Utilities Fund/ Operation of Plant/ Testing Fee- State of Michigan	590-53708-831000	\$13,000.00	\$16,250.00
4. Fondriest Environmental 2091 Exchange Court Fairborn, OH 45324	Huron to Erie Drinking Water Monitoring System Annual Fee	Water-Utilities Fund/ Operation of Plant/ Contractual Services	591-53708-818000	\$1,950.00	\$34,873.93

VENDOR (INVOICES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
5. Kramer & Murray, P.C. Ruggirello, Velardo, Novara and Ver Beek, P.C. 65 Southbound Gratiot Mount Clemens, MI 48043	Legal Fees for The month of November, 2014	General Fund/ Legal Services/ Legal Fees	101-26600-826000	\$8,275.31	\$90,205.36
		General Fund/ Legal Services/ Legal Fees-Labor	101-26600-862001	\$1,667.19	\$7,071.82
		Dial-A-Ride/ Legal Fees	211-29000-826000	\$24.25	*
		Sanitation Fund/ Legal Fees	596-52100-826000	\$66.69	\$6,497.04

*Budget amendment to be made at a later date.

SUBMITTED BY: Marilyn Dluge, Finance Director/Treasurer

RECOMMENDED MOTION: Approve purchases and payment of invoices as presented.



Nov. 17, 2014

Dear Mr. Brown,

Thank you for your community's participation in the in the Clinton River Watershed Council's Stormwater Education Program. We appreciate this opportunity to assist our local government members and school districts in meeting the requirements of the MS4 stormwater permit.

Included in this envelope is the signed original Agreement for Services for the Clinton River Watershed Council's CRWC Stormwater Education Services.

Please do not hesitate to contact me at 248-601-0606 or michele@crwc.org if you have any questions about the Agreement or proposed services.

Again, we wish to thank you for your participation in this program. We look forward to working with you to meet the requirements of the MS 4 storm water permit.

Regards,

A handwritten signature in black ink, appearing to read "Michele Arquette-Palermo".

Michele Arquette-Palermo
Program Director

CLINTON RIVER WATERSHED COUNCIL

AGREEMENT FOR SERVICES

Stormwater Education for MS4 Stormwater Permit

THIS AGREEMENT, entered into on this day, 11/17/2014, 2014 by the City of Mount Clemens, hereinafter referred to as the "Client," and the Clinton River Watershed Council, hereinafter referred to as the "Contractor".

WHEREAS, the Client desires to engage the Contractor to provide public education services relevant to stormwater and the Clinton River watershed. Services include, but are not limited to stormwater, watersheds, watershed management, water conservation and usage, stormwater pollution, and water quality. Said services will fulfill the client's National Pollution Discharge Elimination System (NPDES) Stormwater Permit requirements for its Public Education Plan (PEP).

NOW, THEREFORE, in consideration of the foregoing, and of the mutual agreement hereinafter set forth, the parties hereby do agree for themselves and their respective successors and assigns as follows:

SECTION 1.0

EDUCATION SERVICES

The Contractor agrees to provide Client with Storm water Public Education Services. Said services will fulfill MS4 Permit requirements. (See Addendum)

SECTION 2.0

PAYMENT FOR SERVICES

- 2.1 Clinton River Watershed Council Membership Dues** – Clients are required to become and/or maintain a current membership of the Clinton River Watershed Council over the period of the contract.
- 2.2 Scope of Services** – In conjunction with the Scope of Services set forth in the Addendum, the Contractor shall be paid the following:
- Year 1 – A lump sum not to exceed \$ 1800.00
 - Year 2 – A lump sum not to exceed \$ 1800.00
 - Year 3 – A lump sum not to exceed \$ 1800.00
 - Year 4 – A lump sum not to exceed \$ 1800.00
 - Year 5 – A lump sum not to exceed \$ 1800.00
- 2.3 Terms of Payment** – Compensation shall be paid in advance of work performed over the term of the contract. Invoices shall be paid within thirty (30) days after receipt of invoice by the Client.

SECTION 3.0

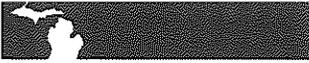
REPRESENTATION

It is understood and agreed that the Contractor's Executive Director will represent the Contractor in all matters pertaining to this agreement. The Contractor may employ additional personnel to assist in the execution of matters pertaining to this contract.

SECTION 4.0

OWNERSHIP OF MATERIALS

All materials prepared by the Contractor under this Agreement may be used by the Client for the purpose of providing public education services to the Client's residents. Said materials may be reproduced, distributed,

Bendzinski & Co.

municipal finance advisors

December 2, 2014

Ms. Marilyn J. Dlugé, Finance Director/Treasurer
City of Mt. Clemens
One Crocker Blvd.
Mt. Clemens, MI 48043

Re: Proposal to Act as Dissemination Agent for the City of Mt. Clemens, County of Macomb, State of Michigan

Dear Ms. Dlugé:

As a client of Bendzinski & Co., and in conjunction with the Municipalities Continuing Disclosure Cooperation Initiative (the "Initiative") set forth by the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), we are writing to inform you that due to this Initiative each municipality must comply by registering an Annual Information Statement with Electronic Municipal Market Access ("EMMA"). *Failure to do so will result in the inability of the City to access the capital markets in the future.*

Because of this Initiative and the rules and regulations, we are enclosing a new "Agreement to Provide for Preparation of Annual Information Statement and to Act as Dissemination Agent to the City of Mt. Clemens", whereby we would file this information on behalf of the City of Mt. Clemens as required by the Rule.

If this meets with your approval, we are asking that you execute the Agreement and return it to:

Bendzinski & Co.
Municipal Finance Advisors
615 Griswold St., Suite 1225
Detroit, MI 48226
or
Email: kmb@bendzinski.com

If the City wishes to prepare and file this information with EMMA on their own behalf on an annual basis, we have provided a sheet entitled "Statement of Intent to File Information Required for the Continuing Disclosure Undertaking" for you to execute and return to us for our files, in keeping with the requirements of these new regulations.

We look forward to working with you in the future, and if you have any questions or require additional information, please contact Robert or Ryan Bendzinski at (313) 961-8222.

Sincerely,
BENDZINSKI & CO.
Municipal Finance Advisors

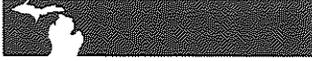


Robert J. Bendzinski, CIPFA
Registered Municipal Advisor

RJB/jll
Enc.

615 Griswold Street w Suite 1225 w Detroit, Michigan 48226-3997
(313) 961-8222 w FAX (313) 961-8220
e-mail w rjb@bendzinski.com

Bendzinski & Co.



municipal finance advisors

**PROPOSAL TO ACT
AS DISSEMINATION AGENT
TO THE
CITY OF MT. CLEMENS, MICHIGAN**

**615 Griswold Street w Suite 1225 w Detroit, Michigan 48226-3997
(313) 961-8222 w FAX (313) 961-8220
e-mail w rjb@bendzinski.com**

Agreement to Provide for
Preparation of an Annual Information Statement
And to Act as Dissemination Agent for the
City of Mt. Clemens, Michigan

Whereas, the City of Mt. Clemens, County of Macomb, State of Michigan (the "Issuer"), in connection with the issuance of the Issuer's \$4,100,000 Building Authority Refunding Bonds, Series 2001 (Limited Tax General Obligation) (the "Bonds") has, pursuant to the requirement of Rule 15c2-12 of the U.S. Securities and Exchange Commission (the "Rule") entered into a Continuing Disclosure Undertaking (the "Undertaking") dated May 30, 2001, to provide continuing disclosure pursuant to said Rule, which is attached hereto as Exhibit A and incorporated herein by reference; and

Whereas, the Undertaking requires the Issuer to submit an Annual Information Statement and annual audited financial statement for each fiscal year ending after June 30, 2014.

Whereas the Issuer hereby determines that it is in their best interest to designate Bendzinski & Co. Municipal Finance Advisors ("Bendzinski & Co.") to serve as their dissemination agent for the purpose of preparing an annual information statement and submitting same to the Municipal Securities Rulemaking Board ("MSRB") through Electronic Municipal Market Access ("EMMA"), in accordance with the Undertaking, for the Bonds, any outstanding Issues and all future issues of the Issuer for the next five (5) years pursuant to such undertaking(s).

Now therefore be it resolved that:

1. The Issuer hereby agrees to appoint Bendzinski & Co. Dissemination Agent for the purpose of preparing the annual information statement and the submission of same to the MSRB through EMMA, in accordance with the rule and in accordance within the time requirements set forth in the Undertaking for the Bonds.
2. The Issuer agrees to provide, prior to the sale of any future bond issues and prior to its adoption copies of debt issuance documents including the Continuing Disclosure Undertaking for review by Bendzinski & Co., so that Bendzinski & Co. may confirm that such future Undertakings adequately meet the requirements of the Rule.
3. The Issuer agrees to provide all documents and proceedings required by the Rule or Undertaking to Bendzinski & Co. within a reasonable time and at no cost therefore so that Annual Information Statement can be prepared.

4. It is expressly understood by all parties hereto that this Agreement related only to the preparation and submission of the Annual Information Statement to the MSRB through EMMA, if required, in accordance with the Rule and the time requirements set forth in the Undertaking, together with the submission of the audited financial statements when such audited financial statements are made available to Bendzinski & Co. This agreement does not relate to the timely submission of reporting of significant events or the monitoring of such situations from time to time as may be necessary to comply with any notification requirements set forth in the Undertaking, which obligations shall remain and be the sole responsibility of the Issuer.
5. Bendzinski & Co. hereby agrees to commit its physical facilities and personnel to whatever extent necessary in order to fulfill its obligation under this Agreement in order to ensure that the Issuer is in compliance with the terms and conditions of the Undertaking with respect to the Rule.
6. In consideration whereof, the Issuer hereby agrees to compensate Bendzinski & Co. the sum of \$1,000.00 annually for the first five (5) years, commencing with the fiscal year ending after June 30, 2014. Commencing with the Issuer's fiscal year ending after June 30, 2018, the parties agree to renegotiate an annual fee for such service that is mutually agreeable to both parties.
7. For significant events requiring notice to the MSRB through EMMA in the Undertaking, the Issuer may retain the services of Bendzinski & Co. in accordance with the terms of this Agreement, and agrees to compensate Bendzinski & Co. for the services of its professional staff at the rate of \$175.00 per hour. The retention of Bendzinski & Co. under this section shall not relieve the Issuer of the timely submission of reporting of significant events as defined in Section 4 of this Agreement.
8. In addition to the fees set forth above, the Issuer agrees to reimburse Bendzinski & Co. for all travel and out-of-pocket expenses, duplicating costs, long-distance telephone expense and postage incurred at the request of and on behalf of the Issuer upon submittal of such changes.
9. This Agreement may be terminated by either party by thirty (30) days written notice directed to:

Robert J. Bendzinski, President
Bendzinski & Co. Municipal Finance Advisors
615 Griswold, Suite 1225
Detroit, MI 48226-3997

IN WITNESS THEREOF, the Issuer has caused this Agreement to be executed by its
_____ on this _____st/th day of
_____, 201_.

City of Mt. Clemens
County of Macomb
State of Michigan

By _____
Its

Bendzinski & Co.
Municipal Finance Advisors



By
Robert J. Bendzinski, President
Registered Municipal Advisor

STATEMENT OF INTENT TO FILE INFORMATION
REQUIRED FOR THE CONTINUING DISCLOSURE UNDERTAKING

I, _____, _____, as an authorized officer of the City of Mt. Clements, Michigan, decline to hire Bendzinski & Co. to serve as the dissemination agent. Therefore, I hereby acknowledge and agree on behalf of the City to file the information required pursuant to Continuing Disclosure Undertaking on an annual basis to the MSRB through EMMA pursuant to the Undertaking dated May 30, 2001, adopted by the City for the \$4,100,000 Building Authority Refunding Bonds, Series 2001 (Limited Tax General Obligation), and all outstanding Undertakings that the City has in effect.

By: _____
(Name & Title)

Dated: _____



Gas Customer Choice Contract
Constellation NewEnergy – Gas Division, LLC
Fixed Program Program/Large Commercial above 500 Mcf
(Consumers Energy)

The undersigned (“Customer”) and Constellation NewEnergy – Gas Division, LLC (“CNEG”) enter into this Commercial Natural Gas Purchase Contract (“Purchase Contract”) as of November 21, 2014. Generally the words “you” and “your” refer to Customer and the words “we” and “us” refer to CNEG, unless the context clearly requires otherwise. Capitalized terms have the meanings set out in this Contract. As the State of Michigan or a MIDEAL member, Customer is able to purchase natural gas from CNEG pursuant to the contract between CNEG and the State of Michigan (“State of Michigan Gas Supply Contract”). Customer and CNEG agree that the Standard Terms and Conditions contained in Exhibit A of the State of Michigan Gas Supply Contract shall form a part of this Purchase Contract (this Purchase Contract together with such Standard Terms and Conditions shall constitute the “Contract”). In the event of any conflict or inconsistency between the terms of this Purchase Contract and the Standard Terms and Conditions, this Purchase Contract shall govern.

1. Sale of Natural Gas. You will purchase from us on an exclusive basis and we will take all action to supply, or cause to be supplied, all of your natural gas requirements for the facilities (“Accounts”) set forth herein. By signing this Contract, you authorize us to (i) enroll your Accounts with your Utility so that we can supply those Accounts, (ii) aggregate your Accounts with other end users, (iii) receive usage information from Your Utility for the Accounts and (iv) enter into contracts with your Utility as necessary under the Utility’s tariff to facilitate supply as set forth herein. You also give us the authority to supply you with the source of your natural gas from whatever source we choose. You acknowledge that transportation service is subject to Gas Customer Choice Program as approved by the Michigan Public Service Commission.

2. Term. This Contract will become effective and binding on both of us after we have both signed the Contract. We will supply your Account(s) with natural gas beginning with your February 1, 2015 invoice through your January 31, 2016 invoice. **Supply of natural gas under this Contract is conditioned upon our verification of the accuracy of all the information that you provide to us regarding your natural gas usage and the Account(s) and enrollment of Customer into the Gas Customer Choice Program by CNEG.**

3. Termination. Customer has the right to terminate participation at any time, provided, however that if Customer elects to terminate prior to the expiration of this Contract, it shall pay to CNEG a “Termination Fee.” The Termination Fee shall compensate CNEG for volumes secured by CNEG on Customer’s behalf and not delivered to Customer. The Termination Fee shall be calculated by multiplying the projected future volume (based on customer’s actual historical usage) by the greater of (i) twenty cents (\$0.20) per Mcf or (ii) the difference in the per Mcf price in this Contract and the “Market Price”, where the Market Price shall be the average of the New York Mercantile Exchange (NYMEX) contract settlement price plus basis cost for each month remaining in this Contract.

4. Price. The price for the Customer’s volume of gas to be purchased under this program shall be Fixed at four Dollars and thirty-five Cents (**\$4.35**) per Mcf.

5. Billing. You authorize us to act as pay agent if deemed necessary by us to facilitate seamless billing. Customer will be invoiced by the Utility for all charges applicable to your natural gas usage, including the rates set forth herein, applicable Taxes (which are passed through to you) and all applicable Utility charges for delivery/distribution/ transportation.

Contract 071B0200334 Exhibit F

6. Definitions:

"Delivery Point" means existing and future points of interconnection between your Utility transmission and/or distribution system and those of a third party pipeline supplying natural gas to the Utility.

"Utility" means your local natural gas distribution utility owning and/or controlling and maintaining the distribution system required for delivery of natural gas to the Account(s).

7. Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by express carrier to our respective business addresses as indicated below. Either of us can change our address by notice to the other pursuant to this paragraph.

8. Changes in law, market structure, and/or your natural gas needs or classifications. If a change in or implementation of law, rule, regulation, ordinance, statute, judicial decision, administrative order or Utility tariffs causes our costs under this Contract to increase, we will have the right, to pass such increased costs on to you. The changes described in this Section may change any or all the charges described in this Contract.

9. Delivery Point. We will deliver natural gas to the Delivery Point. Title and risk of loss related to the natural gas transfer to you at the Delivery Point, and you are responsible for all transmission, distribution, and other costs (including Taxes and other fees) related to the final delivery to the facilities to which the Accounts relate as well as your use of the natural gas. While we will arrange for the delivery of natural gas to you by your Utility, we will have no liability or responsibility for matters within the control of the Utility, which include maintenance of pipelines and systems, service interruptions, loss of service, deterioration of services, or meter readings.

10. Miscellaneous. A facsimile copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. We are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended. Customer's purpose in entering into this Contract is not speculation, but rather price volatility control and/or budget management for procurement of natural gas for one or more of its facilities.

For all issues regarding service (e.g. gas odor, leaks, and billing questions) call Consumers Energy at (800) 477-5050.

I acknowledge that I am the account holder or legally authorized person to execute a contract and legally bind the business in this Contract. I understand that by signing this Contract, I am switching the gas Supplier for this commercial account to CNEG. I understand that gas purchased for this commercial account by CNEG will be delivered through Consumers Energy Company's delivery system. The Legally Authorized Person to execute a contract and legally bind the business in this Contract has 14 days after today to cancel this Contract for any reason through written or verbal notification to CNEG. I may waive this right of cancellation by affirmatively agreeing to this waiver on this Contract.

_____ I agree to waive my 14 day right to cancel this Contract.
(Customer initials)

If you terminated your contract today, and if the unconditional cancellation period did not apply, based on current gas prices and your historical usage, a good-faith estimate of your Termination Fee would be \$2697.00. This Termination Fee is subject to change as your usage and the market price of gas fluctuate.

Contract 071B0200334 Exhibit F

CNEG:

Constellation NewEnergy – Gas Division, LLC

Account Holder:

City of Mt Clemens _____

Signature: _____

Signature: _____
(Account Holder or Legally Authorized Person)

Printed Name: _____

Printed Name: _____

Title: _____

Title _____

If legally authorized, what is your relationship with the Account Holder?

A confirmation letter will be sent within 7 days from today to confirm your contract.

Contract 071B0200334 Exhibit F

Customer Information

Service Address on Consumers Energy Bill

Mailing Address (If Different)

Name: See Facility Listing

Address: _____

City, State ZIP: _____

Consumer Energy POD Number: **See Facility Listing**

Phone: (586) 469-6818 _____

Fax: (586) 469-7014 _____

Contact Person: Terese Lucci

Email Address: tlucci@cityofmountclemens.com

Estimated Annual Usage: 13,484 Mcf

For Internal Use Only:

Sales Agent ID: _____

Phone: _____

Address: _____

Regional Office:

Constellation NewEnergy-Gas Division, LLC
3060 Commerce Drive
Suite 4
Fort Gratiot, MI 48059
Phone: (800) 558-1198
Fax: (810) 385-1799
Matthew.tupta@constellation.com

Corporate Headquarters:

Constellation NewEnergy-Gas Division, LLC
9960 Corporate Campus Drive
Suite 2000
Louisville, KY 40223
Phone: (800) 900-1982
Fax: (502) 426-8800

Contract 071B0200334 Exhibit F

FACILITY LISTING

Service Address	Facility Name	POD Number
1 Crocker Blvd	The City of Mt Clemens	0000002984072
1750 Clara St #ES	The City of Mt Clemens	0000002984705
58 S Wilson Blvd	The City of Mt Clemens	0000002986554
19 Breitmeyer Pl	The City of Mt Clemens	0000002982844
1750 Clara St #WS	The City of Mt Clemens	0000002984706
97 Eldredge St	The City of Mt Clemens	0000002986173
1750 Clara St	The City of Mt Clemens	0000002984701
95 Eldredge	The City of Mt Clemens	0000002986172
141 N River Ct	The City of Mt Clemens	0000002982155
36570 Jefferson	The City of Mt Clemens	0000003021440
2 Dickinson	The City of Mt Clemens	0000002984109
300 N Groesbeck	The City of Mt Clemens	0000002618545

EXPLANATION OF CONSENT AGENDA – December 15, 2014

Agenda Item No. 10-A

Commission Approval of a Resolution Honoring Martin Charbonneau on His Retirement from City Service

Martin Charbonneau, Maintenance Worker for the Water and Sewer Department, has retired (effective November 19, 2014) after more than 28 years of service to the City of Mount Clemens.

SUBMITTED BY: Steven M. Brown, City Manager

RECOMMENDED MOTION: Commission approval of a resolution honoring Martin Charbonneau for his years of service to the City of Mount Clemens.

EXPLANATION OF AGENDA – December 15, 2014

TO: The Honorable Mayor Barb Dempsey and
All City Commissioners

FROM: Steven M. Brown, City Manager

DATE: December 11, 2014

RE: Report from the City Manager's Office

1. Master Plan/Redevelopment Ready Communities (RRC): Our Master Plan is reaching the age where we should be looking at addressing this important document once again. Also, we are interested in selection for the next round of the RRC program process which would have requirements that could be addressed in our Master Plan. Given that synergy, it is our intent to initiate a Master Plan update after the first of the year which will be partially focused on improving our readiness for RRC participation.

We will be in touch on the process for this Master Plan update. The likely first step will be a Work Session in January. Additional steps will include development of an RFP for planning consultant services, selection of the consultant and the update itself.

2. 217 N. Walnut: The City is working on obtaining ownership of this parcel and this process is close to completion. The first and primary goal is to allow the City to clean up the property as soon as practical. In fact, we have been pursuing a bid process for the actual cleanup concurrently with the negotiations so we can act as quickly as possible if we obtain ownership.

If we acquire the property, the plan is to combine this newly acquired parcel with the adjacent and bordering L-shaped parcel we already own. The resulting combined parcel would then be potentially more marketable. Any future sale proceeds would allow the City to recover costs associated with the cleanup, etc.

3. 08/11/14 Flood Assistance: We have continued to work at keeping parties affected by the 08/11/14 rain event informed of assistance information, processes and deadlines. The most recent example was a website posting informing people of the deadline for application for assistance which is Sunday, December 14, 2014.
4. Christmas Tree Pickup FYI for Residents: Christmas trees will be collected by the refuse collector on your scheduled garbage day as follows:
 - Tree collection begins December 29, 2014
 - Tree collection ends January 23, 2015Please make sure the tree is bare and not in a plastic bag when placed at the curb.