



TUSCOLA COUNTY

Board of Commissioners

BOARD MEETING AGENDA

Thursday, June 11, 2026 - 8:00 AM

H. H. Purdy Building Board Room
125 W. Lincoln Street, Caro, MI 48723

Public may participate in the meeting electronically:

(US) +1 929-276-1248 PIN:112 203 398#

Join by Hangouts Meet: meet.google.com/mih-jntr-jya

8:00 AM Call to Order - Chairperson Vaughan
Prayer - Commissioner Bardwell
Pledge of Allegiance - Commissioner Lutz
Roll Call - Clerk Fetting

Page

Adoption of Agenda

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes 5 - 10
[Board of Commissioners - 28 May 2026 - Minutes - Pdf](#)

Brief Public Comment Period for Agenda Items Only

Consent Agenda - NONE

New Business

1. Citizens for a Stronger Tuscola - Billy Putman
2. Michigan Municipal Risk Management Authority (MMRMA), Net Asset Distribution - Mike Miller, Interim Administrator 11 - 13
[NAD Payment Options, Tuscola County](#)
[Tuscola, County of MFRP billing 06.08.2026](#)
3. Solar Farm Case - Don Wellington 14 - 34

[Almer Township Case Court of Appeals](#)
[Petition to Intervene in Birch Valley Solar](#)
[Birch Valley's Objection to Donald Wellington's Petition to Intervene](#)

4. Medical Care Community Funds Transfer Request - Mike Miller, Interim Administrator 35 - 69
[2026-06-08 MOE Reimbursement Request to County](#)

Old Business

1. Discussion on the Possibility of Adding a Part-Time County Grant Writer - Commissioner Barrios
2. Discussion regarding County Resolutions for Long Serving Local Municipality Officials - Commissioner Barrios

Correspondence/Resolutions

Commissioner Liaison Committee Reports

Vaughan

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment
MAC Environmental Regulatory
Mid-Michigan Mosquito Control Advisory Committee
NACo-Energy, Environment & Land Use
Parks and Recreation Commission
Tuscola County Fair Board Liaison
Local Units of Government Activity Report

Barrios

County Road Commission Liaison
Great Start Collaborative
Human Services Collaborative Council (HSCC)
MAC Agricultural/Tourism Committee
Parks and Recreation Commission
Saginaw Bay Coastal Initiative

Local Units of Government Activity Report

Bardwell

Behavioral Health Systems Board

Caro DDA/TIFA

Economic Development Corp/Brownfield Redevelopment

MAC 7th District

MAC Workers Comp Board

MAC Finance Committee

NACo Rural Action Caucus (RAC)

Local Units of Government Activity Report

Lutz

Board of Health

Community Corrections Advisory Board

Department of Human Services/Medical Care Facility Liaison

Genesee Shiawassee Thumb Works

Human Development Commission Board of Directors Liaison

Jail Planning Committee

Local Emergency Planning Committee (LEPC)

MAC Judiciary Committee

MEMS All Hazard

Multi-County Recycling Committee

Local Units of Government Activity Report

Koch

Dispatch Authority Board

Genesee Shiawassee Thumb Works

Jail Planning Committee

MI Renewable Energy Coalition (MREC)

Recycling Advisory

Local Units of Government

Other Business as Necessary

Extended Public Comment

Adjournment

Note: If you need accommodations to attend this meeting, please notify the Tuscola County Controller/Administrator's Office (989-672-3700) two (2) days in advance of the meeting.



MINUTES

Board of Commissioners

Meeting

8:00 AM - Thursday, May 28, 2026

H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723

Commissioner Vaughan called the regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723, on Thursday, May 28, 2026, to order at 8:00 AM local time.

Prayer - Commissioner Barrios

Pledge of Allegiance - Commissioner Koch

Roll Call - Clerk Fetting

Commissioners Present In-Person: Nancy Barrios, Kim Vaughan, Bill Lutz, Matt Koch

Commissioners Absent: Thomas Bardwell

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Mike Miller, Jordan Wade, Sheriff Ryan Robinson, Larry Zapfe, Glenn Lindsey, Daryl Hunt, Ken Pike, Mark Griessel, Roger Allen

Also Present Virtual: Mary Drier, Alecia Little, Angie House, Treasurer Ashley Bennett, Gregg Campbell, Connie Keinath, Debbie Babich, Brent Dankert, Jeff LeValley, Shelly Lutz, Ashley Gaudett, Amanda Ertman, Jon Ramirez, Katie Robinson, Linda Strasz, Krystaria Skakle, Tanya Pisha, Echo Torrez, Cody Horton, Matthew Sexton, Nancy Laskowski, Sherry Billot, Judy Cockerill, Chad Tumblin, Robert Baxter, Tom McLane, Bobbie Sapien, Linda Mills, Shelby Austin, Shannon Nelson, Barry Lapp, Angie Daniels, Sally Minehart, Drain Commissioner Dara Hood, Toni James, Karlee Romain, Cindy Hughes, Brian Petiprin

At 8:07 a.m., there were a total of 27 participants attending the meeting virtually.

Adoption of Agenda

1. Adoption of Agenda -

2026-M-120

Motion by Matt Koch, seconded by Nancy Barrios to adopt the agenda as presented.
Motion Carried.

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes -

2026-M-121

Motion by Bill Lutz, seconded by Matt Koch to adopt the meeting minutes from the May 11, 2026 Regular meeting. Motion Carried.

Brief Public Comment Period for Agenda Items Only

None

Consent Agenda

None

New Business

1. SAFEbuilt New Building Inspector Introduction and Report -
Daryl Hunt, Building Official, introduced himself to the Board.

Glenn Lindsey provided a report of projects from the past year with an update for their plan and structure moving forward.

2. 2025 Materials Management Planning Program Grant Amendment -
Mike Miller, Interim Administrator, explained the request for the amendment due to grant regulations.

2026-M-122

Motion by Bill Lutz, seconded by Matt Koch to approve the 2025 EGLE Grant Amendment as presented. The amendment was requested by EGLE to allocate all 2025 funding for the County for Material Management Planning. Motion Carried.

3. 2026 Drone Replacement -
Sheriff Ryan Robinson presented the request to purchase a new drone.

2026-M-123

Motion by Matt Koch, seconded by Bill Lutz to approve per the request from Sheriff Robinson to purchase a DJI Matrice Drone from Seiler Instrument and Manufacturing Co. who was the low bidder, in the amount of \$32,960.00. This will replace a drone that was damaged and cannot be repaired. Also, approve the transfer of \$32,960.00 from the Road Patrol Fund Balance to Equipment and Repair account 207-309-932-000 to fund the initial purchase. Reimbursement from a MMRMA insurance claim of \$20,000.00 is expected to offset the cost to the Road Patrol Fund. Motion Carried.

4. Request from Mosquito Abatement Director to Hire Robin Kuberski -
Larry Zapfe, Mosquito Abatement Director, presented the request to fill a vacant position.

2026-M-124

Motion by Bill Lutz, seconded by Nancy Barrios to approve the request from Larry Zapfe, Mosquito Abatement Director, to hire Robin Kuberski to fill an upcoming vacant seasonal field technician position, beginning June 8, 2026, pending successful background check, physical and MDARD certification starting at Step 1 rate of pay of \$15.22 an hour. Motion Carried.

5. New Hire Request to Fill a Vacant Dispatcher Position -
Mike Miller, Interim Administrator, presented the request to fill a vacant position.

2026-M-125

Motion by Matt Koch, seconded by Nancy Barrios to approve the request from Carrie Tabar, to hire Brooklyn Staffine to fill a vacant dispatcher position at Step 1 with a wage of \$19.52 with a start date on or around June 15, 2026 pending a satisfactory background check, physical and drug screen. Motion Carried.

Old Business

1. Amendment to Motion 2026-M-2026106 Regarding the Wage Amount for Philip Fulks the New Michigan Indigent Defense Counsel (MIDC) -
Mike Miller, Interim Administrator, explained that the incorrect wage was listed incorrectly in Motion 2026-M-106.

2026-M-126

Motion by Bill Lutz, seconded by Matt Koch per the recommendation of Geoffrey Stuart, Indigent Defense Counsel Administrator, to approve Philip Fulks to fill the open Staff Attorney position. Mr. Fulks brings 30 years of legal experience in criminal defense. Wages starting at \$71,191.00 annually with a tentative start date on or around May 12, 2026, pending a satisfactory background check, physical and drug screen. The correct wage for Philip Fulks should be \$79,120.77 annually. Motion Carried.

2. Request for a Commissioner to attend the Declaration of Independence Reading July 8, 2026 on the Courthouse Lawn -
Commissioner Nancy Barrios stated the ceremony will be held on July 8, 2026 at 5:30 p.m. on the courthouse lawn. Commissioner Vaughan will attend to accept the flag that is to be presented.
3. Draft Medical Examiners Contract for Commissioners Review -
Mike Miller, Interim Administrator, stated that county legal counsel has prepared the contract and is seeking approval to present to the selected Medical Examiner.

2026-M-127

Motion by Bill Lutz, seconded by Matt Koch to approve the draft Medical Examiner's contract for Medical Examiner Services as presented and forward to Michigan Forensics for review and approval. All necessary signatures are approved. Motion Carried.

Correspondence/Resolutions

1. Mecosta County Resolution 2026-09
2. Michigan Public Service Commission Hearing - i3 Broadband, LLC
3. Michigan Public Service Commission Hearing - Birch Valley Solar, LLC

Commissioner Liaison Committee Reports

Barrios

County Road Commission Liaison -
-Dayton and Elkland Townships summer road projects were addressed.
-A contract for painting on the roads was signed.

Great Start Collaborative

Human Services Collaborative Council (HSCC)

MAC Agricultural/Tourism Committee -
Committee is reviewing future goals.

Parks and Recreation Commission -
A new Park Host has been hired.
The cornhole project is moving forward.
The sign is being installed.
The concept plan from Spicer has been received for the Parcels.

Saginaw Bay Coastal Initiative

Local Units of Government Activity Report -
Elmwood Township has changed legal counsel.
Elkland Township held a Memorial Day service.

Bardwell

Absent

Behavioral Health Systems Board

Caro DDA/TIFA

Economic Development Corp/Brownfield Redevelopment

MAC 7th District

MAC Workers Comp Board

MAC Finance Committee

NACo Rural Action Caucus (RAC)

Local Units of Government Activity Report

Vaughan

No Report

- Board of Health
- County Planning Commission
- Economic Development Corp/Brownfield Redevelopment
- MAC Environmental Regulatory
- Mid-Michigan Mosquito Control Advisory Committee
- NACo-Energy, Environment & Land Use
- Parks and Recreation Commission
- Tuscola County Fair Board Liaison
- Local Units of Government Activity Report

Lutz

- Board of Health
- Community Corrections Advisory Board
- Department of Human Services/Medical Care Facility Liaison
- Genesee Shiawassee Thumb Works
- Human Development Commission Board of Directors Liaison
- Jail Planning Committee
- Local Emergency Planning Committee (LEPC)
- MAC Judiciary Committee
- MEMS All Hazard
- Multi-County Recycling Committee
- Local Units of Government Activity Report
- Watertown Township was awarded a grant from the Frankenmuth Credit Union Foundation in order to purchase fire gear.

Koch

No Report

- Dispatch Authority Board
- Genesee Shiawassee Thumb Works
- Jail Planning Committee
- MI Renewable Energy Coalition (MREC)
- Recycling Advisory

Local Units of Government

Other Business as Necessary

At 8:51 a.m., there were a total of 32 participants attending the meeting virtually.

Commissioner Barrios would like to have the following items placed on an upcoming agenda for further discussion.

1. Commissioner list of goals with a workshop to discuss and establish.
2. Discussion on adding a part-time county grant writer in which the person is dedicated to the process.
3. Discussion on the Board presenting recognition resolutions for long-serving individuals in local municipalities.

Commissioner Vaughan asked Sheriff Robinson regarding flock cameras in Tuscola County. Sheriff Robinson stated Tuscola County does have flock cameras and reviewed the positive impact that can be realized in their utilization.

Commissioner Vaughan discussed a list of talking points regarding the Road Commission.

Extended Public Comment

None

Adjournment

2026-M-128

Motion by Bill Lutz, seconded by Nancy Barrios to adjourn the meeting at 9:12 a.m.
Motion Carried.

Jodi Fetting
Tuscola County Clerk, MCCO



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

Net Asset Distribution Options

Dear Mike,

Thank you for your membership with MMRMA. Your continued membership qualifies your entity for a General Fund Net Asset Distribution (NAD). This General Fund NAD represents your portion of the total NAD declared by the Board of Directors. Eligibility for receipt of the NAD is contingent upon your compliance with the Member Financial Responsibilities Policy contained within the MMRMA Governance Manual. Please be aware, NAD deposits will be made via electronic funds transfer.

Please indicate your preference below:

Member Name: County of Tuscola	
<hr/>	
Total Net Asset Distribution you are eligible for:	\$91,312
<hr/>	
Amount you wish to roll into your Retention Fund:	
<hr/>	
Amount you wish to deposit in your bank account in the form of an electronic funds transfer:	
<hr/>	
<hr/>	

Net Asset Distribution deposits will be made within 30 days after we have received your signed coverage proposal and this form. To avoid delays in the electronic funds transfer process, please be sure the MMRMA Finance Department has received your banking information via the ACH Authorization Form.

Member Representative Signature

Date

Member Funds on Deposit Deficit Calculation Worksheet

Member Financial Responsibilities Policy, effective 4/1/2013.

County of Tuscola

Members Reported Reserves @	6/8/2026	344,352.18
50% of Reported Reserves		172,176.09
Current Balance of Funds on Deposit		108,123.92
+/Excess -/Deficit		(64,052.17)
(50% of reported reserves less current balance)		

Invoice Date
6/8/2026



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

Erica Dibble
County of Tuscola
125 W. Lincoln Street
Caro, MI 48723
Policy Number R0000609

14001 Merriman
Livonia, MI 48154
734.513.0300 / 800.243.1324

POLICY SUMMARY	
Policy Number	R0000609
Policy Term	25
Policy Period	3/24/2026 - 3/24/2027
Retention Fund Contribution	\$64,100.00

ACCOUNT SUMMARY		
Policy Period Annual Contribution	Payments	Balance Due for Policy Period
\$64,100.00	\$0.00	\$64,100.00

BILLING SUMMARY	
Installment Due DUE NOW	General Fund \$64,100.00
TOTAL	\$64,100.00

MEMBER FINANCIAL RESPONSIBILITY POLICY - ADDITIONAL BILLING

REMITTANCE ADVICE
Please detach and return with your payment



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

Invoice Date
6/8/2026

County of Tuscola
125 W. Lincoln Street
Caro, MI 48723
Policy Number R0000609

	Amount	Due Date
Installment Due	\$64,100.00	DUE NOW



Caution

As of: May 27, 2026 8:05 PM Z

Mich. Pub. Serv. Comm'n v. Almer Charter Twp. (In re Implementing Provisions of Pub., Act 233 of 2023)

Court of Appeals of Michigan

May 7, 2026, Decided

No. 373259

Reporter

2026 Mich. App. LEXIS 3854 *; 2026 LX 202735; 2026 WL 1261321

In re IMPLEMENTING PROVISIONS OF PUBLIC, ACT 233 OF 2023.MICHIGAN PUBLIC SERVICE COMMISSION, Appellee, and MICHIGAN ENERGY INNOVATION BUSINESS COUNCIL, INSTITUTE FOR ENERGY INNOVATION, CLEAN GRID ALLIANCE, and ADVANCED ENERGY UNITED, Intervening Appellees, v ALMER CHARTER TOWNSHIP, ARGENTINE TOWNSHIP, AUGUSTA CHARTER TOWNSHIP, BEAVER TOWNSHIP, BENGAL TOWNSHIP, BINGHAM TOWNSHIP, BLISSFIELD TOWNSHIP, BRIDGEHAMPTON TOWNSHIP, BROCKWAY TOWNSHIP, CASCADE CHARTER TOWNSHIP, CATO TOWNSHIP, CLINTON COUNTY, COHOCTAH TOWNSHIP, COLUMBIA TOWNSHIP, COLUMBUS TOWNSHIP, CONWAY TOWNSHIP, COOPER CHARTER TOWNSHIP, DALLAS TOWNSHIP, DEERFIELD TOWNSHIP, DENMARK TOWNSHIP, DOUGLASS TOWNSHIP, DUPLAIN TOWNSHIP, EAGLE TOWNSHIP, EASTON TOWNSHIP, ELLINGTON TOWNSHIP, ELMWOOD TOWNSHIP, ESCANABA TOWNSHIP, FRANKENLUST TOWNSHIP, FREMONT TOWNSHIP, GARDEN TOWNSHIP, GARFIELD TOWNSHIP, GENOA TOWNSHIP, HANDY TOWNSHIP, IDA TOWNSHIP, INGHAM TOWNSHIP, IONIA COUNTY, IOSCO TOWNSHIP, ISABELLA TOWNSHIP, JOYFIELD TOWNSHIP, JUNIATA TOWNSHIP, KAWKAWLIN TOWNSHIP, KEENE TOWNSHIP, KIMBALL TOWNSHIP, LAKE TOWNSHIP, LEROY TOWNSHIP, MARION TOWNSHIP, MARION TOWNSHIP, MILAN TOWNSHIP, MONITOR CHARTER TOWNSHIP, MONTAGUE TOWNSHIP, MONTCALM TOWNSHIP, MOORE TOWNSHIP, NORTH BRANCH TOWNSHIP, OGDEN TOWNSHIP, ORLEANS TOWNSHIP, RIGA TOWNSHIP, SANILAC COUNTY, SCHOOLCRAFT COUNTY, SEVILLE TOWNSHIP, SHIAWASSEE COUNTY, SIDNEY TOWNSHIP, SPEAKER TOWNSHIP, STOCKBRIDGE TOWNSHIP, SUMMERFIELD TOWNSHIP, TUSCOLA COUNTY, TYRONE TOWNSHIP, VENICE TOWNSHIP, WALES TOWNSHIP, WATERLOO TOWNSHIP, WATERTOWN TOWNSHIP, WHITE OAK TOWNSHIP, WHITE RIVER TOWNSHIP, WILLIAMS CHARTER TOWNSHIP, WORTH TOWNSHIP, YORK CHARTER TOWNSHIP, and PARIS TOWNSHIP, Appellants.

Notice: THIS OPINION IS UNCORRECTED AND SUBJECT TO REVISION BEFORE FINAL PUBLICATION IN THE MICHIGAN COURT OF APPEALS REPORTS.

Subsequent History: Modified by [In re Implementing Provisions of Pub. ACT 233 of 2023, 2026 Mich. App. LEXIS 4115 \(May 14, 2026\)](#)

Prior History: [*1] Public Service Commission. LC No. 00-021547.

[In re Implementing Provisions of Pub. ACT 233 of 2023, 2024 Mich. App. LEXIS 10289 \(Dec. 23, 2024\)](#)

Core Terms

energy, local unit, siting, certificate, ordinance, zoning, elected official, renewable, public meeting, notify, compatible, ripe, threshold, notice, timeline, wind, additional requirement, statutory definition, hybrid, statutory interpretation, zoning ordinance, technology, solar, rulemaking, storage, entity, statutorily, unambiguous, official's, promulgate

HN40 Standards of Review, Deference to Agency Statutory Interpretation

An interpretive statement that goes beyond the scope of the law may be challenged when it is in issue in a judicial proceeding. An interpretation not supported by the enabling act is an invalid interpretation, not a rule.

Administrative Law > Agency Rulemaking > State Proceedings

HN41 Agency Rulemaking, State Proceedings

An agency's decision to exercise a permissive statutory power is not a rule subject to Administrative Procedures Act rulemaking requirements. [Mich. Comp. Laws § 24.207 \(j\)](#).

Counsel: For MPSC, Appellee: NICHOLAS QUINN TAYLOR, ANNA B. STIRLING.

For ALMER CHARTER TOWNSHIP, Appellant: MICHAEL D. HOMIER, KEITH T. BROWN, LAURA J. GENOVICH, LESLIE A. DICKINSON.

Judges: Before: GADOLA, C.J., and MURRAY and M. J. KELLY, JJ.

Opinion by: Christopher M. Murray

Opinion

MURRAY, J.

Appellants, consisting of multiple townships and counties, appeal as of right an October 10, 2024 order of the Michigan Public Service Commission (PSC or Commission). The PSC's order implemented provisions of 2023 **PA 233**, which prescribes the powers and duties of the PSC to provide certification for the construction of certain wind, solar, and energy storage facilities. On appeal, appellants argue that the PSC exceeded its authority under **PA 233** by redefining statutory terms, creating a new category of facilities, modifying statutory timelines, and implementing a rule in derogation of the law. We hold that (1) the PSC incorrectly interpreted **PA 233** with respect to a statutory timeline, (2) the PSC improperly expanded the statutory definition of an affected local unit (ALU), but did not otherwise err in its interpretations of **PA 233**, and (3) the rulemaking requirements within the [Administrative Procedures Act of 1969 \(APA\)](#), [MCL 24.201 et seq.](#), do not [*2] apply to the PSC's order. We therefore affirm in part, and reverse in part, the PSC's order.

I. BACKGROUND

A. 2023 **PA 233**

HN1 PA 233 took effect on November 29, 2024, and added a new Part 8 to the [Clean and Renewable Energy and Energy Waste Reduction Act](#), [MCL 460.1001 et seq.](#) **PA 233** prescribes the powers and duties of the PSC to provide certification for the construction of wind, solar, and energy storage facilities. [MCL 460.1222\(2\)](#), which is part of the new Part 8 added by **PA 233**, provides that "[b]efore beginning construction of an energy facility, an electric provider or independent power producer may, pursuant to this part, obtain a certificate for that energy facility from the commission." The parties agree that the statute does not require a developer¹ to seek certification from the PSC in order to site an energy facility. **HN2** Rather, a developer may instead choose to seek zoning approval from a local unit of government.

The new Part 8 added by **PA 233** applies to "[a]ny solar energy facility with a nameplate capacity of 50 megawatts or more," [MCL 460.1222\(1\)\(a\)](#), "[a]ny wind energy facility with a nameplate capacity of 100 megawatts or more,"

¹ Like the parties, we use "developer" to refer to an electric provider or independent power producer.

[MCL 460.1222\(1\)\(b\)](#), and "[a]ny energy storage facility with a nameplate capacity of 50 megawatts or more and an energy discharge capability of 200 megawatt hours or more," [MCL 460.1222\(1\)\(c\)](#). Pertinent [*3] to determining whether the PSC has authority to approve such facilities is whether a local unit of government lacks a "compatible renewable energy ordinance" (CREO), which is statutorily defined as:

HN3 an ordinance that provides for the development of energy facilities within the local unit of government, the requirements of which are no more restrictive than the provisions included in section 226(8). A local unit of government is considered not to have a compatible renewable energy ordinance if it has a moratorium on the development of energy facilities in effect within its jurisdiction. [[MCL 460.1221\(f\)](#).]

An ALU "means a unit of local government in which all or part of a proposed energy facility will be located," [MCL 460.1221\(a\)](#), while "'Local unit of government' or 'local unit' means a county, township, city, or village," [MCL 460.1221\(n\)](#).

HN4 Under [MCL 460.1223\(1\)](#), "[a]n electric provider or independent power producer that, at its option or as required by the commission, proposes to obtain a certificate for and construct an energy facility shall hold a public meeting in each affected local unit." At least 30 days before such a public meeting, the developer must notify an ALU's clerk regarding the time, date, location, and purpose of the public meeting and provide [*4] a copy of the site plan or the internet address at which the site plan is available. *Id.* The developer also must publish notice of the public meeting in a local newspaper or digital alternative at least 14 days before the public meeting. *Id.*

HN5 At least 60 days before the public meeting, the developer must offer in writing to meet with the chief elected official of each ALU, or the chief elected official's designee, to discuss the site plan. [MCL 460.1223\(2\)](#). If such a meeting occurs, and the chief elected official of each ALU notifies the developer within 30 days following such a meeting that the ALU has a CREO, the developer generally must seek approval of the facility from that ALU. [MCL 460.1223\(3\)](#). An ALU must approve or deny the developer's application within 120 days, although the developer and the ALU may jointly agree to extend the deadline by up to another 120 days. [MCL 460.1223\(3\)\(b\)](#).

HN6 Even if an ALU has a CREO, a developer may seek certification from the PSC if: (1) an ALU fails to timely approve or deny the developer's application; (2) the application complies with the requirements of [MCL 460.1226\(8\)](#) but an ALU denies the application; or (3) an ALU amends its zoning ordinance after notifying the developer that the ALU has a CREO and "the [*5] amendment imposes additional requirements on the development of energy facilities that are more restrictive than those in [[MCL 460.1226\(8\)](#)]." [MCL 460.1223\(3\)\(c\)](#). If the PSC approves a developer's application in one of the circumstances listed in [MCL 460.1223\(3\)\(c\)](#), then the ALU is no longer considered to have a CREO unless the PSC finds that the ALU's denial was reasonably related to the developer's failure to provide statutorily required information. [MCL 460.1223\(5\)](#).

HN7 "A site plan required under [[MCL 460.1223](#) or [460.1225](#)] shall meet application filing requirements established by commission rule or order to maintain consistency between applications." [MCL 460.1224\(1\)](#). Upon filing an application in the PSC, the developer is required to

provide notice of the opportunity to comment on the application in a form and manner prescribed by the commission. **HN8** The notice shall be published in a newspaper of general circulation in each affected local unit or a comparable digital alternative. [[MCL 460.1226\(2\)](#).]

In addition to certain statutorily required language for the notice, the PSC is given authority to "further prescribe the format and contents of the notice." *Id.*

HN9 The PSC is required to "conduct a proceeding on the application for a certificate as a contested case under the administrative procedures act of 1969, [*6] 1969 PA 306, [MCL 24.201 to 24.328](#)." [MCL 460.1226\(3\)](#). The PSC "shall grant the application and issue a certificate or deny the application not later than 1 year after a complete application is filed." [MCL 460.1226\(5\)](#). In evaluating the application, the PSC is required to consider feasible alternative developed locations if the proposed site is on undeveloped land, as well as the effect of the proposed facility on local land use, including the percentage of land dedicated to energy generation. [MCL 460.1226\(6\)](#). The

PSC must also consider whether the proposed facility meets certain enumerated standards to ensure it does not pose an unreasonable threat to public health or safety. [MCL 460.1226\(7\)\(g\)](#) and [\(8\)](#).

[HN10 MCL 460.1230\(1\)](#) provides that, "[i]n administering this part, the commission has only those powers and duties granted to the commission under this part," with the Legislature specifying that "[t]his part shall control in any conflict between this part and any other law of this state. However, the electric transmission line certification act, 1995 PA 30, [MCL 460.561 to 460.575](#), controls in any conflict with this part," [MCL 460.1230\(3\)](#). [HN11](#) Further, "[i]f a certificate is issued, the certificate and this part preempt a local policy, practice, regulation, rule, or other ordinance that prohibits, regulates, or imposes additional [*7] or more restrictive requirements than those specified in the commission's certificate." [MCL 460.1231\(3\)](#). However, a developer is not exempt from obtaining any other legally required license or permit regarding the construction or operation of an energy facility. [MCL 460.1231\(5\)](#).

Other statutes may also impact an application. For example, the [Michigan Zoning Enabling Act \(MZEA\), MCL 125.3101 et seq.](#), provides that "[e]xcept as otherwise provided under this act, a township that has enacted a zoning ordinance under this act is not subject to an ordinance, rule, or regulation adopted by a county under this act." [MCL 125.3209](#). Also, 2023 PA 234, which was signed into law at the same time as [PA 233](#), amended the MZEA to provide that a zoning ordinance is subject to "Part 8 of the clean and renewable energy and energy waste reduction act . . ." [MCL 125.3205\(1\)\(d\)](#). In other words, PA 234 provides that zoning ordinances are subject to the new Part 8 added by [PA 233](#).

B. PSC ORDER

The PSC opened a docket on its own motion to implement [PA 233](#), directing its staff to "engage with interested persons in transparent open meetings" and to "file recommendations on application filing instructions, guidance relating to compatible renewable energy ordinances, and any other issues in this docket by June 21, 2024." After [*8] holding eight public meetings, the PSC staff filed proposed application instructions and procedures on June 21, 2024.

On October 10, 2024, the PSC entered the challenged order. As relevant to this appeal, the PSC found "that a CREO under Act 233 means an ordinance that provides for the development of energy facilities within a local unit of government, the requirements of which are no more restrictive than the provisions included in Section 226(8)." The PSC elaborated "that a CREO may only contain the setback, fencing, height, sound, and other applicable requirements expressly outlined in Section 226(8) of Act 233 and may not contain additional requirements more restrictive than those specifically identified in that section."

The PSC further noted that [PA 233](#) applies to solar energy facilities, wind energy facilities, and energy storage facilities having the respective capacities set forth in [MCL 460.1222\(1\)](#). In addition, the PSC approved the staff proposal "that hybrid energy facilities (i.e., energy facilities comprised of multiple technology types) should meet the statutory thresholds when multiple technologies are combined for siting," agreeing with its "interpretation of the applicability of Act 233 to hybrid facilities and [finding] that interpretation [*9] to be reasonable and supported by Act 233's plain language." The PSC reasoned "that the statutory definitions for both 'solar energy facility' and 'wind energy facility' expressly include 'energy storage facilities' as a part of these facilities, and therefore, contemplate that hybrid energy storage facilities may be included in the statutory thresholds for solar and wind projects."

Also noteworthy, according to the PSC, was that under the MZEA, "the zoning jurisdiction of a county does not include areas subject to a township zoning ordinance," and therefore it was viewed as "impossible for a county to have an applicable CREO if a township has enacted a CREO." Therefore, "the term ALU should be restricted to only those local units of government that exercise zoning jurisdiction." Additionally, "all the circumstances that trigger the Commission's limited authority to site energy facilities necessarily require a local unit of government to exercise zoning jurisdiction." According to the PSC, "although the statutory definition of ALU does not reference zoning jurisdiction, reading the term in light of the entire context of Act 233's statutory scheme to provide a limited transfer of siting authority [*10] to the Commission reveals that such a restriction is not only reasonable, but necessary." The PSC therefore concluded "that an ALU under Act 233 is limited to include only those local units of government that exercise zoning jurisdiction."

In addition, the PSC noted that because [MCL 460.1223\(3\)](#) requires a developer to follow a local siting process if the chief elected official of each ALU notifies the developer that the ALU has a CREO, the chief elected official of an ALU has an affirmative obligation to notify a developer of the existence of a CREO, and if the chief elected official fails to notify the developer of the existence of a CREO within 30 days after receiving an offer to meet, the developer may proceed as if the ALU does not have a CREO.

II. ANALYSIS

Appellants argue that the PSC exceeded its authority under [PA 233](#) by redefining statutory terms, creating a new category of facilities, and modifying statutory timelines. Before we turn to the merits of those arguments, we first address the PSC's argument that the appeal is not ripe for our review.

A. RIPENESS

[HN12](#) "The doctrine of ripeness is designed to prevent the adjudication of hypothetical or contingent claims before an actual injury has been sustained." [*11] [King v Mich State Police Dep't, 303 Mich App 162, 188; 841 NW2d 914 \(2013\)](#) (quotation marks and citation omitted). "A claim that rests on contingent future events is not ripe." *Id.* In considering ripeness under a de novo standard of review, the timing of the action is a central focus. *Id.*; see also [Van Buren Charter Twp v Visteon Corp, 319 Mich App 538, 553; 904 NW2d 192 \(2017\)](#) ("The doctrine of ripeness . . . focuses on the timing of the action.") (quotation marks and citation omitted). In fact, an issue may become ripe while the case is pending. See [Taxpayers of Mich Against Casinos v Michigan, 471 Mich 306, 333, 336; 685 NW2d 221 \(2004\)](#) (opinion by CORRIGAN, C.J.) (remanding for review of an issue that became ripe after the case was last considered by the lower courts); but see [id. at 349](#) (KELLY, J., concurring) (saying that Michigan law is unclear on this point and that "[f]ederal secondary authority suggests that a suit must be ripe when it is instituted[]").

[HN13](#) A ripeness determination involves an assessment of "whether the harm asserted has matured sufficiently to warrant judicial intervention." *In re Reliability Plans of Electric Utilities for 2017-2021, 325 Mich App 207, 218; 926 NW2d 584 (2018)* (*In re Reliability Plans I*), rev'd on other grounds [505 Mich 97; 949 N.W.2d 73 \(2020\)](#) (quotation marks and citation omitted). "In making this assessment, this Court must balance any uncertainty about whether a party will actually suffer future injury against the potential hardship of denying anticipatory relief." *Id.* An issue is ripe if the PSC made "a threshold determination, the resolution [*12] of which is not dependent on any further decision by the [PSC]." *Id.* (quotation marks and citation omitted).

The PSC takes the position that appellants have yet to suffer an injury, noting that [PA 233](#) took effect on November 29, 2024, three weeks after this appeal was filed. According to the PSC, as of February 7, 2025, no applications for siting certificates had been filed with it, and it has not yet imposed on appellants any of the interpretations set forth in its October 10, 2024 order.² For their part, appellants note that some of them have received written offers to meet from developers. The PSC responds that this does not establish that any application will necessarily be filed in the PSC, and that ALUs would have an opportunity to challenge the PSC's interpretations of [PA 233](#) if and when a contested case proceeding takes place, including in any appeal from an order that is appealable under [MCL 462.26\(1\)](#). The PSC thus opines that appellants' arguments are premised on contingent future events and are not at this juncture ripe.

In re Reliability Plans I, 325 Mich App at 217-220, addressed an analogous situation. There, the PSC and Consumers Energy Company argued that an issue regarding the imposition of a local clearing requirement was not ripe [*13] because the PSC had merely announced its authority to impose a local clearing requirement and had not yet imposed such a requirement on an individual alternative electric supplier. *Id. at 217*. In rejecting the ripeness challenge, this Court stated that the PSC had "not merely announced that it has the authority to impose a local clearing requirement on individual alternative electric suppliers; it has announced its decision to assert that authority, leaving open only the methodology of exercising that authority." *Id. at 218-219*. The PSC's decision constituted "a threshold determination ripe for our consideration given that the resolution of the issue is not dependent on any further decision by the [PSC]." *Id. at 219* (quotation marks and citation omitted).

² At oral argument before this Court it was represented that there are at least 5 applications currently pending, though there was no substantiation of this.

Similar to *In re Reliability Plans I*, the PSC's order announced its interpretations of the statutory terms CREO and ALU, and set forth a new timeline within which an ALU must inform a developer that the ALU has a CREO. The PSC also used a new term, "hybrid facility," that would allow certain types of facilities to be subject to [PA 233](#). The PSC's order was essentially a threshold determination that was not dependent on any further decision by the PSC. Although the PSC [*14] will apply its interpretations to particular facts if and when any application for a siting certificate is filed, its order has already set forth interpretations with real-world implications, including what constitutes a CREO that would allow local siting in lieu of PSC siting, which local governmental entities qualify as ALUs and are entitled to statutory rights, what types of facilities fall within the ambit of [PA 233](#), and the timeline within which an ALU must take certain actions. Even if no application for a siting certificate has been filed, the PSC's order has implications for the actions of ALUs that wish to utilize a local siting process to avoid an application for a siting certificate from proceeding in the PSC and the ability of certain local governmental entities to receive statutory benefits such as grant funds. Because any uncertainty about whether appellants will actually suffer an injury is outweighed by the potential hardship of denying anticipatory relief, we conclude the matter is ripe for our review. See *In re Reliability Plans I*, 325 Mich App at 218-219.

B. THE PSC'S INTERPRETATION OF THE STATUTE

We now turn to the merits of appellants' arguments which, again, are that the PSC exceeded its authority by redefining [*15] the statutory terms CREO and ALU, creating a new category of hybrid facilities, modifying statutory timelines, and failing to comply with the APA.

[HN14](#) The PSC lacks common-law powers and "has only the authority granted to it by the Legislature." [In re Reliability Plans of Electric Utilities for 2017-2021](#), 505 Mich 97, 119; 949 NW2d 73 (2020) (*In re Reliability Plans II*). The PSC "has the authority to interpret the statutes it administers and enforces," *id*, which includes [PA 233](#). Of course, the PSC's statutory interpretations are subject to review de novo on appeal. [Id. at 118-119](#). This Court respectfully considers the PSC's statutory interpretations, which will not be overturned in the absence of cogent reasons. [Id. at 119](#).

The primary goal of statutory interpretation is to give effect to the Legislature's intent. Statutory interpretation begins with examining the plain language of the statute. When that language is clear and unambiguous, no further judicial construction is required or permitted. [*Id.* (citations omitted).]

Importantly, a cogent reason exists for overturning an agency's statutory interpretation when that interpretation essentially rewrites the plain language of a statute. *Bonter v Progressive Marathon Ins Co*, __ Mich __, __; 21 NW3d 908, 909 n 4 (2025), citing [In re Complaint of Rovas Against SBC Mich](#), 482 Mich 90, 93; 754 NW2d 259 (2008).

1. CREO

[HN15](#) With respect to appellants' argument that the PSC erred in its interpretation of the term CREO, the Legislature [*16] defined "CREO" as:

an ordinance that provides for the development of energy facilities within the local unit of government, the requirements of which are no more restrictive than the provisions included in section 226(8). A local unit of government is considered not to have a compatible renewable energy ordinance if it has a moratorium on the development of energy facilities in effect within its jurisdiction. [[MCL 460.1221\(f\)](#)].

The PSC found "that a CREO under Act 233 means an ordinance that provides for the development of energy facilities within a local unit of government, the requirements of which are no more restrictive than the provisions included in Section 226(8)." More specifically, the PSC concluded "that a CREO may only contain the setback, fencing, height, sound, and other applicable requirements expressly outlined in Section 226(8) of Act 233 and may not contain additional requirements more restrictive than those specifically identified in that section."

The PSC's interpretation is consistent with the statutory language indicating that the requirements of a CREO must be "no more restrictive than the provisions included in section 226(8)." [MCL 460.1221\(f\)](#). Appellants suggest that a CREO may contain requirements in categories beyond those set forth in [MCL 460.1226\(8\)](#), as the limiting language [*17] within [MCL 460.1221\(f\)](#) only restricts ALUs from exceeding the actual requirements set forth in

subsection 8, such as a particular setback requirement, noise level, etc. In other words, the limiting language is not a restriction on what subjects can be part of a CREO, it only limits a CREO to imposing more restrictive requirements than those contained within the subjects actually addressed within subsection 8. Though this is not an unreasonable reading of [MCL 460.1221\(f\)](#), it is not the correct one. The addition of requirements not contained in [MCL 460.1226\(8\)](#) would inherently be more restrictive, and the Legislature has commanded that a CREO not be more restrictive. And as the PSC correctly noted, its interpretation is supported by other provisions.

For example, [PA 233](#) identifies circumstances in which a developer may seek certification from the PSC even though the ALU has a CREO. [HN16](#) Among those circumstances are when: (1) an ALU denies an application that complies with the requirements of [MCL 460.1226\(8\)](#); and (2) an ALU amends its zoning ordinance after notifying the developer that the ALU has a CREO and the amendment "imposes additional requirements on the development of energy facilities that are more restrictive than those in [[MCL 460.1226\(8\)](#)]." [MCL 460.1223\(3\)\(c\)\(iii\)](#) and [\(iii\)](#). The PSC reasoned that

[t]he [*18] plain language of these provisions demonstrates that a CREO may only contain those requirements expressly outlined in Section 226(8) of Act 233. Had the Legislature intended to permit local units to include additional requirements beyond those identified in Section 226(8) of Act 233, it would not have restricted the Commission's authority to site energy facilities, in part, on the basis that a local unit denied an application for reasons beyond "the requirements of section 226(8)."

The PSC's analysis is sound. [HN17](#) The fact that a developer may file an application in the PSC when an ALU denies an application that complies with the requirements of [MCL 460.1226\(8\)](#), or when an ALU amends its zoning ordinance to impose additional requirements more restrictive than those set forth in [MCL 460.1226\(8\)](#), supports the conclusion that a CREO may not contain additional requirements more restrictive than those identified in that statutory provision, including by adding categories of requirements not found in [MCL 460.1226\(8\)](#).

Noting that "[PA 233](#), as PA 234 suggests, must be read in context with the MZEA," appellants reason that various provisions of the MZEA reflect that "[t]he Legislature knows how to limit local zoning authority," and there is no indication in [PA 233](#), PA 234, or the MZEA that energy projects [*19] subject to [PA 233](#) may be sited in any zoning district or any particular type of zoning district. As a result, appellants conclude that the PSC's definition of CREO is unduly narrow because "the Legislature expressed its intent that providers granted a certificate by the PSC must comply with local ordinances." [MCL 460.1231\(5\)](#).³

We are not convinced. [MCL 460.1231\(5\)](#), upon which appellants rely, begins by indicating that it is applicable "[e]xcept as provided in [[MCL 460.1231](#)]." [HN18](#) Notably, [MCL 460.1231\(3\)](#) provides, "If a certificate is issued, the certificate and this part preempt a local policy, practice, regulation, rule, or other ordinance that prohibits, regulates, or imposes additional or more restrictive requirements than those specified in the commission's certificate." [*20] Given the qualifying language at the beginning of [MCL 460.1231\(5\)](#), it is clear that [MCL 460.1231\(3\)](#) is controlling, and [MCL 460.1231\(3\)](#) preempts any local ordinance "that prohibits, regulates, or imposes additional or more restrictive requirements than those specified in the commission's certificate." This is consistent with how [PA 233](#) treats the requirements in a CREO. See [MCL 460.1221\(f\)](#) and [MCL 460.1226\(8\)](#). In light of all this, we discern no merit in the argument that [PA 233](#) does not limit local zoning authority, and therefore the PSC did not unduly narrow the definition of CREO.

³ [MCL 460.1231\(5\)](#) provides:

Except as provided in this section, this part does not exempt an electric provider or IPP to whom a certificate is issued from obtaining any other permit, license, or permission to engage in the construction or operation of an energy facility that is required by federal law, any other law of this state, including, but not limited to, the natural resources and environmental protection act, 1994 PA 451, [MCL 324.101 to 324.90106](#), any rule promulgated under a law of this state, or a local ordinance.

In another avenue of challenge to the PSC's interpretation of the term CREO, appellants refer to [MCL 460.1226\(7\)\(g\)](#), which requires the PSC to grant an application and issue a siting certificate if it determines that "[t]he proposed energy facility does not present an unreasonable threat to public health or safety." Appellants observe that under [MCL 460.1226\(8\)](#), "[a]n energy facility meets the requirements of [[MCL 460.1226\(7\)\(g\)](#)] if it will comply with the" standards enumerated in [MCL 460.1226\(8\)](#). According to appellants, [MCL 460.1226\(8\)](#) merely defines what does not constitute "an unreasonable threat to public health or safety" under [MCL 460.1226\(7\)\(g\)](#), and that this is "only a small piece of the total information required by an application presented to the PSC." Continuing, [*21] appellants note that [MCL 460.1223\(3\)\(a\)](#) requires a developer's application filed with an ALU to contain information in addition to the requirements of [MCL 460.1226\(8\)](#), including some of the information required by [MCL 460.1225\(1\)](#). [HN19](#) [MCL 460.1223\(3\)\(a\)](#) further provides that an ALU "may require other information necessary to determine compliance with the [CREO]."

But the fact that a developer must provide certain information to an ALU does not establish that the PSC erred in its interpretation of the term CREO. [HN20](#) An ALU's entitlement to information does not alter the plain meaning of the statutory language defining a CREO. Appellants seem to suggest that an ALU should be allowed to deny an application on the basis of a developer's failure to provide information unrelated to the requirements of [MCL 460.1226\(8\)](#) and that an ordinance should not thereby lose its status as a CREO. [HN21](#) But [MCL 460.1223\(3\)\(c\)\(ii\)](#) provides that a developer may file an application in the PSC if an ALU denies an application that complies with the requirements of [MCL 460.1226\(8\)](#). If the PSC approves the application and issues a certificate in that situation, the ALU would no longer be considered to have a CREO. [MCL 460.1223\(5\)](#). It is thus [PA 233](#) itself, not the PSC's order, that leads to the result about which appellants complain.

In challenging the PSC's [*22] interpretation of the term CREO, appellants also rely on [In re Procedure & Format for Filing Tariffs Under Mich Telecom Act, 210 Mich App 533, 548-550; 534 NW2d 194 \(1995\)](#), where the PSC defined the phrase "access services" that was used in a telecommunications statute, [id. at 548](#). Although the phrase "access services" was not statutorily defined, the term "access" was. *Id.* This Court stated that "[t]he Legislature used 'access' and 'access services' interchangeably in [the statute], and consequently there was no need for the PSC to establish a special definition for 'access service.'" [id. at 549](#). We held that "[t]he PSC's definition of 'access service' is erroneous to the extent that it departs from the definition of 'access' provided by the Legislature." *Id.* That holding has no relevance here, as the Legislature did not define a subcomponent of the term CREO and use that defined subcomponent interchangeably with the term CREO itself, and the PSC did not provide a definition of CREO that differed from the legislative definition. The PSC properly interpreted the term CREO in accordance with the statutory definition and the statute as a whole.⁴

Nor does [DeRuiter v Byron Twp, 505 Mich 130; 949 NW2d 91 \(2020\)](#), offer any help, as that case involved analysis of a form of implied preemption known as conflict preemption. [id. at 140](#). The [DeRuiter](#) Court considered whether a local zoning ordinance [*23] conflicted with provisions of the [Michigan Medical Marihuana Act, MCL 333.26421 et seq.](#), and was thus implicitly preempted. [DeRuiter, 505 Mich at 134-135](#). The present issue does not involve implied preemption. [DeRuiter](#) thus has no relevance here. Appellants' reliance on [Consumers Power Co v Pub Serv Comm, 460 Mich 148, 156; 596 NW2d 126 \(1999\)](#), is also misplaced, as the PSC's interpretation of CREO was properly based on the statutory language and the statute as a whole, not on improper weighing of economic or policy factors.

2. ALU

We now turn to appellants' argument that the PSC erred in interpreting the term ALU to include only those units of local government that exercise zoning jurisdiction. [HN22](#) To that point, [PA 233](#) defines an ALU as "a unit of local government in which all or part of a proposed energy facility will be located." [MCL 460.1221\(a\)](#). "Local unit of

⁴ The PSC did not admit that it adopted a narrower definition of CREO than that provided by the Legislature in [PA 233](#), when it stated in the order that, "[w]ith respect to the competing viewpoints expressed in the comments, the Commission agrees that a narrow definition for a CREO is appropriate." Read in context, the PSC's remarks do not indicate that it was narrowing the legislative definition of CREO. Rather, the PSC used the term "narrow definition" in reference to the competing viewpoints expressed on this issue in the comments received by the PSC.

government' or 'local unit' means a county, township, city, or village." [MCL 460.1221\(n\)](#). Thus, the Legislature provided a purely geographic definition of an ALU, as being an ALU depends exclusively on whether a proposed energy facility will be located (even in part) within a local unit of government's borders.

As we noted earlier, an agency cannot—just like a court cannot—rewrite the plain terms of a statute under the guise of statutory interpretation. [HN23](#) For the primary task in enforcing a statute is to apply the plain [*24] meaning of statutory language, [People v Davis, 337 Mich App 67, 78; 972 NW2d 304 \(2021\)](#), and when doing so judicial construction is neither necessary nor permitted, [People v Gardner, 482 Mich 41, 50; 753 NW2d 78 \(2008\)](#). Of course, statutory provisions cannot be read in isolation, as the context in which the words are used is also important. [Honigman Miller Schwartz & Cohn LLP v Detroit, 505 Mich 284, 307; 952 NW2d 358 \(2020\)](#). Similarly, "[u]nder the doctrine [of *in pari materia*], statutes that relate to the same subject or that share a common purpose should, if possible, be read together to create a harmonious body of law." [People v Mazur, 497 Mich 302, 313; 872 NW2d 201 \(2015\)](#).

[HN24](#) The statutory definition of ALU is plain and unambiguous: it includes all local units of government where a proposed energy facility will be located. It does not refer to only those local units of government that have zoning jurisdiction; instead, when defining an ALU, the Legislature included within the definition *all* local units of government in which all or part of a proposed energy facility will be located. This definition is plain and unambiguous, requiring no interpretation. Quite simply, in crafting what jurisdictions will be entitled to a plethora of statutory rights under [PA 233](#), the Legislature explicitly included all local units of government in which any part of an energy facility will be located. It is a straightforward and simple definition [*25] to apply.

[HN25](#) This unambiguous definition also furthers several other provisions within [PA 233](#). For example, an ALU—that is, a local unit of government where an energy facility is proposed to be located—is entitled to notice of public meetings so that affected residents can hear about, and comment upon, the proposal. [MCL 460.1223\(1\)](#) and [MCL 460.1226\(2\)](#). An ALU is also entitled to review and comment upon proposed projects that would, again, be located at least partially within its jurisdiction. See [MCL 460.1224\(2\)](#). Additionally, an ALU is provided a right to intervene in a contested case proceeding, [MCL 460.1226\(3\)](#), while potentially receiving a one-time grant of funds from the developer to cover costs associated with participating in that proceeding, [MCL 460.1226\(1\)](#). Another important statutory benefit for ALUs is the developer's obligation to enter into a host community agreement with each ALU, under which the developer must pay the ALU \$2,000 for each megawatt of nameplate capacity located within the ALU, [MCL 460.1227\(1\)](#).⁵ These statutorily granted rights and benefits are all geared to benefit localities where the energy facility is proposed to be located, consistent with the statutory definition tied to the geographic location of the energy facility. [HN26](#) In other words, both the [*26] plain text of the statutory definition and its context requires the conclusion that an ALU is exactly what the Legislature said it was: a local unit of government in which all or part of a proposed energy facility is proposed to be located.

In reaching a different conclusion, the PSC focused its attention more on practicalities than the plain language of the statute. Rather than focusing on the plain language and context that we have just highlighted, the PSC placed more emphasis on whether a local unit had zoning jurisdiction, because only those jurisdictions can have a CREO and potentially have lawful input on the proposed energy facility through a CREO. See [HN27 MCL 460.1223\(3\)](#) (requires a developer to seek siting approval from each ALU if the chief elected official of each ALU timely notifies the developer that the ALU has a CREO).

Moreover, the PSC noted that [PA 233](#) transfers siting authority to the PSC in four limited circumstances, and each involve a local unit that has zoning jurisdiction. [HN28](#) Those four circumstances are: (1) "[a] local unit of government exercising zoning jurisdiction" asks the PSC to require a developer to obtain a certificate from the PSC,

⁵ Appellants also note that the funds paid under a host community agreement are for "police-power purposes" and "have nothing to do with zoning." Appellants point to [MCL 460.1227\(1\)](#), correctly arguing that the payment under the host community agreement "shall be used as determined by the [ALU] for police, fire, public safety, or other infrastructure, or for other projects as agreed to by the local unit and the applicant," and that having zoning jurisdiction has no relation to whether a local unit of government may face potential emergency situations without the benefit of legislatively guaranteed funds.

[MCL 460.1222\(2\)](#); (2) an ALU fails to timely approve or [*27] deny a developer's application under the local siting process, [MCL 460.1223\(3\)\(b\)](#), [\(c\)\(i\)](#); (3) a developer's application under the local siting process complies with the requirements of [MCL 460.1226\(8\)](#), but an ALU denies the application, [MCL 460.1223\(3\)\(c\)\(ii\)](#); and (4) an ALU amends its zoning ordinance after its chief elected official notifies the developer that the ALU has a CREO, "and the amendment imposes additional requirements on the development of energy facilities that are more restrictive than those in [\[MCL 460.1226\(8\)\]](#)," [MCL 460.1223\(3\)\(c\)\(iii\)](#). The PSC also quoted language from [MCL 460.1221\(f\)](#) stating that "[a] local unit of government is considered not to have a [CREO] if it has a moratorium on the development of energy facilities in effect within its jurisdiction."

The PSC determined "that all the circumstances that trigger *the Commission's* limited authority to site energy facilities necessarily require a local unit of government to exercise zoning jurisdiction," explaining that, "although the statutory definition of ALU does not reference zoning jurisdiction, reading the term in light of the entire context of Act 233's statutory scheme to provide a limited transfer of siting authority to the Commission reveals that such a restriction is not only reasonable, but necessary." Noting the commands [*28] of [Honigman Miller, 505 Mich at 307](#), the PSC concluded "that an ALU under Act 233 is limited to include only those local units of government that exercise zoning jurisdiction." But focusing only on those local units of government that do have zoning jurisdiction and therefore may cause PSC involvement with energy facility approval, ignores the entire context of the statute. Indeed, the PSC's revised definition of ALU ignores (1) that the statute was not passed solely out of concern for the PSC, and (2) that there may be some local units of government where the proposed facility may be located, but that do not have zoning authority.⁶ [HN29](#) Through its broad definition the Legislature included local units of government with no zoning power as entities that are entitled to notice of public meetings, to provide comment on proposed facilities, and to intervene in contested cases involving a proposed facility that will be located within its boundary. Applying the straightforward and more broad definition of ALU provided by the Legislature, which is our public policy making branch of government, results in all affected local units of government having some involvement in the process of a proposed energy facility, which appears consistent [*29] with the intent of the Legislature. The PSC's more limited definition effectively re-writes the statutory definition of ALU, impedes the legislative policy choice to include all affected local units of government in at least part of the process, and cannot stand.

C. HYBRID FACILITIES

Appellants next argue that the PSC improperly added the term "hybrid facilities" to the list of energy facilities to which [PA 233](#) applies, thereby inappropriately expanding its jurisdiction to include this new category of facilities.

As noted, [PA 233](#) explicitly applies to solar energy facilities, wind energy facilities, and energy storage facilities having the respective capacities set forth in [MCL 460.1222\(1\)](#). The PSC concluded that its staff proposal "that hybrid energy facilities (i.e., energy facilities comprised of multiple technology types) should meet the statutory thresholds when multiple technologies are combined for siting," was reasonable and supported by Act 233's plain language. Citing [MCL 460.1221\(w\)](#) and [\(x\)](#),⁷ the PSC observed "that the statutory definitions for both 'solar energy facility' and 'wind energy facility' expressly include 'energy storage facilities' as a part of these facilities, and therefore, contemplate that hybrid [*30] energy storage facilities may be included in the statutory thresholds for solar and wind projects."⁸ In other words, although [PA 233](#) itself does not use the term "hybrid energy facilities," the PSC's analysis was based on the statutory language, i.e., the PSC merely gave a name to a concept implicit in the statutory text.

⁶ [HN30](#) A county's zoning jurisdiction does not include areas subject to a township zoning ordinance. See [MCL 125.3209](#) and [MCL 125.3102\(x\)](#). Under these provisions it is impossible for a township and a county to each have a CREO in the same area.

⁷ [HN31](#) [MCL 460.1221\(w\)](#) defines "[s]olar energy facility" as including "energy storage facilities," and [MCL 460.1221\(x\)](#) defines "[w]ind energy facility" as including "energy storage facilities."

⁸ Although not determinative, the PSC also noted that its interpretation of the applicability of Act 233 to hybrid facilities is consistent with the Michigan Department of Environment, Great Lakes, and Energy's eligibility requirements for the Renewables Ready Communities Award grant for hybrid facilities.

Appellants' main challenge to the PSC planning for the existence of hybrid facilities is the absence of "a provision allowing solar and wind facilities to be combined." But at the same time appellants have not identified a reason why a facility comprised of multiple technology types (each of which are permitted by statute) may not fall within the PSC's jurisdiction under PA 233.

In an attempt to comply with the statutory energy capacities for each type of energy, the PSC provided that when multiple technology types are combined into a hybrid facility, the higher applicable capacity threshold is utilized to determine whether the PSC may assume jurisdiction. Consistent with the capacity threshold limits set forth in MCL 460.1222(1), the PSC's application filing instructions indicate that the 100-megawatt capacity threshold applies to any facility that includes wind technology and that [*31] the 50-megawatt capacity threshold applies to a facility that does not include wind technology. If, for example, a facility includes both wind and solar technologies, the higher capacity threshold applicable to wind technology will apply.

Appellants object to this method, suggesting that, by allowing multiple technology types to be used to meet the applicable capacity threshold, the PSC expanded its "authority over smaller projects that band together to avoid local zoning regulations." But appellants fail to articulate a reason why the relative proportion of each technology type may not be considered when determining whether the applicable capacity threshold has been satisfied. HN32 No basis exists to exclude part of a facility's capacity when assessing whether the capacity threshold is met. Overall, and in light of the statutory definitions, appellants fail to establish that the PSC erred with respect to the recognition of hybrid facilities.

D. TIMELINE

Turning next to appellants' challenge to the PSC's timeline, we agree that the PSC incorrectly interpreted PA 233 with respect to a statutory timeline.

HN33 Under MCL 460.1223(1), a developer must hold a public meeting in each ALU in which the developer proposes [*32] to obtain a certificate for and construct an energy facility. At least 60 days before the public meeting, the developer must "offer in writing to meet with the chief elected official of each [ALU], or the chief elected official's designee, to discuss the site plan." MCL 460.1223(2). If, within 30 days following a meeting between the developer and the chief elected official or the chief elected official's designee, the chief elected official of each ALU notifies the developer that the ALU has a CREO, then the developer must file for siting approval with each ALU. MCL 460.1223(3). An ALU must approve or deny the application for siting approval within 120 days after receiving the application, although the ALU and the developer may jointly agree to extend the deadline by up to 120 days. MCL 460.1223(3)(b).

The PSC's order noted that, under MCL 460.1223(3), a developer is required to follow a local siting process only if the chief elected official of each ALU notifies the developer that the ALU has a CREO. The PSC then found that the chief elected official

of an ALU has an affirmative obligation to notify [a developer] of the existence of a CREO, and if that [chief elected official] fails to notify the [developer] of the existence of a CREO within 30 [*33] days following receipt of an offer to meet, the [developer] may proceed as if an ALU does not have a CREO.

The PSC's timeline differs from that set forth in the statute. The PSC indicated that the chief elected official must notify the developer of the existence of a CREO within 30 days following the receipt of the offer to meet and that, absent such notification, the developer may proceed as if the ALU does not have a CREO. HN34 But under MCL 460.1223(3), the 30-day timeline begins not with the receipt of the offer to meet but with the actual meeting between the developer and the chief elected official or the official's designee. The statute indicates that the chief elected official has 30 days following the meeting itself to notify the developer of the existence of the CREO and that, if such notice is provided, the developer must file for approval with the ALU. The PSC thus incorrectly interpreted PA 233 with respect to the statutory timeline.

In their briefs on appeal, the PSC and intervening appellees express concern that an ALU could unreasonably delay meeting with a developer and thereby upend the entire PA 233 process. But our concern is what the statute

requires, and [MCL 460.1223\(3\)](#) unambiguously provides that [*34] the 30-day timeline begins with the meeting itself. [HN35](#) Unambiguous statutory language must be enforced as written, [In re Implementing Section 6w of 2016 PA 341 for Cloverland Electric Coop, 329 Mich App 163, 177-178; 942 NW2d 38 \(2019\)](#), and the PSC erred in implementing a timeline different than that required by law.

E. APA

For their final argument, appellants argue that the PSC's order is unlawful because it constitutes a rule that was not promulgated in compliance with the rulemaking requirements of the APA. [HN36](#) This Court reviews de novo as a question of law whether an administrative policy is invalid because it was not promulgated as a rule under the APA. [Faircloth v Family Independence Agency, 232 Mich App 391, 401; 591 NW2d 314 \(1998\)](#).

[HN37](#) Formal APA rulemaking is generally required when an agency establishes policies that "do not merely interpret or explain the statute or rules from which the agency derives its authority" but rather "establish the substantive standards implementing the program." [Faircloth, 232 Mich App at 404](#). "The APA outlines a formal process that must be followed for an agency to promulgate a rule that has the force and effect of law." [O'Halloran v Secretary of State, 515 Mich 606, 636; 29 NW3d 429 \(2024\)](#).

Under the APA, a "rule" is defined, in pertinent part, as follows:

"Rule" means an agency regulation, statement, standard, policy, ruling, or instruction of general applicability that implements or applies law enforced or administered by the agency, or that prescribes [*35] the organization, procedure, or practice of the agency, including the amendment, suspension, or rescission of the law enforced or administered by the agency. Rule does not include any of the following:

* * *

(h) A form with instructions, an interpretive statement, a guideline, an informational pamphlet, or other material that in itself does not have the force and effect of law but is merely explanatory.

* * *

[HN38](#) (j) A decision by an agency to exercise or not to exercise a permissive statutory power, although private rights or interests are affected. [\[MCL 24.207.\]](#)Therefore, under [MCL 24.207\(h\)](#) and [\(j\)](#), an agency may interpret a statute or exercise a permissive statutory power without engaging in formal rulemaking.

[HN39](#) "An executive agency's power derives from statute. Yet an agency has the authority to interpret the statutes it administers and enforces." [O'Halloran, 515 Mich at 635-636](#) (citation omitted). The PSC thus "has the authority to interpret the statutes it administers and enforces." [In re Reliability Plans II, 505 Mich at 119](#). "[A]n interpretive statement in itself lacks the force and effect of law because it is the underlying statute that determines how an entity must act, i.e., that alters the rights or imposes obligations." [O'Halloran, 515 Mich at 637](#) (quotation marks and citation omitted). "[W]here an agency [*36] policy interprets or explains a statute or rule, the agency need not promulgate it as a rule even if it has a substantial effect on the rights of a class of people because an interpretive statement is not, by definition, a rule under the APA." [Faircloth, 232 Mich App at 404](#). "Even if a regulated entity does not comply with the statement, the interpretive statement does not bind an administrative law judge to sanction an entity in an enforcement action, nor does it bind a court on judicial review." [Mich Farm Bureau v Dep't of Environment, Great Lakes, & Energy, 515 Mich 481, 524; 28 NW3d 629 \(2024\)](#). Also, "statements explaining how an agency plans to exercise a discretionary power are usually considered to lack the force and effect of law." *Id.* "[S]tatements announcing a policy the agency plans to establish in future adjudications generally lack the force and effect of law." [Id. at 526](#).

In the challenged order, the PSC provided interpretations of provisions of [PA 233](#), including with respect to the statutory terms CREO and ALU and the concept of hybrid facilities. The fact that the PSC misinterpreted portions of the statute does not mean that the PSC enacted a rule subject to APA rulemaking requirements. [HN40](#) "[A]n interpretive statement that goes beyond the scope of the law may be challenged when it is in issue in a judicial

proceeding. [*37] An interpretation not supported by the enabling act is an invalid interpretation, not a rule." [O'Halloran, 515 Mich at 637-638](#) (quotation marks and citation omitted). Through this order the PSC did not establish a regulation or policy having the force and effect of law. Rather, the PSC interpreted the relevant statutes, which did not require rulemaking.

The PSC also exercised a permissive statutory power under [PA 233](#) by establishing application filing requirements by order. See [MCL 460.1224\(1\)](#) ("A site plan required under section 223 or 225 shall meet application filing requirements established by commission rule or order to maintain consistency between applications."). [HN41](#) An agency's decision to exercise a permissive statutory power is also not a rule subject to APA rulemaking requirements. [MCL 24.207\(j\)](#); see also [Mich Trucking Ass'n v Mich Pub Serv Comm \(On Remand\), 225 Mich App 424, 430; 571 NW2d 734 \(1997\)](#) (noting that a certain statute "directly and explicitly authorizes the PSC to implement, either by rule or order, a safety rating system for motor carriers" and thus holding that "[b]ecause the safety rating system is clearly an exercise of permissive statutory power, it is exempted from formal adoption and promulgation under the APA[]").

Appellants assert that the PSC could not proceed by order because no public hearing was held despite the general [*38] applicability of the order. Appellants cite [MCL 24.232\(6\)](#), which states:

If a statute provides that an agency may proceed by rule-making or by order and an agency proceeds by order instead of rule-making, the agency shall not give the order general applicability to persons that were not parties to the proceeding or contested case before the issuance of the order, unless the order was issued after public notice and a public hearing.

The procedural history significantly undercuts appellants' position.

In its October order the PSC noted that its staff held eight public meetings regarding the implementation of [PA 233](#), with the proposed application filing instructions and procedures being the culmination of the work following those eight public meetings and a review of informal public comments. Following the filing of the staff's proposed draft, more than 100 comments were submitted to the PSC, including comments from many stakeholders. The PSC and its staff considered all of the comments in developing the application filing requirements. In sum, the PSC engaged in both formal and informal public outreach, and did not unlawfully or unreasonably fail to comply with any applicable APA requirement.

Affirmed [*39] in part, reversed in part, and remanded for further proceedings. We do not retain jurisdiction. No costs to any party, the matter being of public significance.

/s/ Christopher M. Murray

/s/ Michael F. Gadola

/s/ Michael J. Kelly

End of Document

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of
BIRCH VALLEY SOLAR, LLC
for a Renewable Energy or Storage
Siting Certificate to construct a solar
energy facility.

Case No. U-22072

ALJ HON. JACQUELINE LANGWITH

PETITION FOR DONALD WELLINGTON TO INTERVENE

Donald Wellington of Wellington Gregory LLP in Millington, Michigan (“Wellington”) hereby petitions the Michigan Public Service Commission (the “Commission”) for leave to intervene in this case relating to the Birch Valley Solar, LLC application to construct a solar energy facility (the “Proposed Project”) pursuant to Mich. Admin. Code, R 792.10410 (“Rule 410”) of the Commission’s Rules of Practice. In support of this petition, Wellington states:

A. FACTS

1. Wellington is a resident of Millington Township (which is adjacent to Arbela Township, and, like Arbela Township, is part of Tuscola County) and lives just miles due east of the Proposed Project. Wellington’s law practice is also located in Millington Township. Wellington grew up in Millington Township and Tuscola County, where his father, Robert Wellington, served as the county highway engineer and then road commissioner for 40 years.

2. Arbela Township and Millington Township share a number of services, including a school district, a library, and a fire department and both have law enforcement contracted through the Tuscola County Sheriff’s Department. Arbela Township and Millington Township also share roads on which the proposed Project is sited (including Millington and Barnes Roads). The Proposed Project likely would affect some or all of these shared services and will result in heavy usage of roads.

3. Wellington has been licensed to practice law in Michigan for over 30 years. Wellington has also practiced law in California, which is home to numerous large-scale solar projects. As part of that practice, Wellington advised clients investing in solar projects and is familiar with, among other things, the economic and policy considerations relating to such projects.

4. Wellington previously served as an appointed member of the Tuscola County Planning Commission. In that role, Wellington reviewed a number of zoning ordinances

relating to solar projects. In addition to environmental impact and the impact on County and local government services, he raised concerns relating to proper oversight and financial safeguards involving decommissioning solar projects decades into the future.

5. Wellington has followed the recent decision by the Michigan Court of Appeals in *Mich. Pub. Serv. Comm'n v Almer Charter Twp.* (In re Implementing Provisions of Pub. Act 233 of 2023) (the "Almer Township case"). Among other holdings, the Court of Appeals disagreed with the Commission's position and held that an "affected local unit" includes a county (such as Tuscola County). As of the time of this petition, Tuscola County has not intervened in this proceeding. Therefore, the interests of the residents of Tuscola County (other than by virtue of the possible intervention of Arbela Township, but only with respect to its residents) are not being represented in this proceeding even though Tuscola County is an affected local unit. Notably, because the Commission may still appeal the Almer Township case, it still may argue that Tuscola County is not an affected local unit under Public Act 233 because it does not have zoning authority. On information and belief, Birch Valley Solar, LLC did not hold the required meeting with officials from Tuscola County as a prerequisite to its application for the Proposed Project being filed, so Birch Valley Solar apparently also disagrees that Tuscola County is an affected local unit under Public Act 233.

B. GROUNDS FOR INTERVENTION

6. The Commission's discretion to grant leave to intervene is broader than an intervention as a matter of right. For example, the Commission can allow permissive intervention where the proposed intervenor "could be expected to bring helpful information to the Commission's attention that might not otherwise be available" or "when the intervenor will bring a unique perspective to the issues raised by the case" (January 11, 2010 Opinion and Order in Case No. U-15768-0379, p 7).

7. Wellington satisfies the standard for permissive intervention. Wellington will bring helpful information to the Commission's attention because Wellington has substantial expertise in legal matters relating to land use and zoning in Arbela Township and Tuscola County by virtue of his lengthy legal career and his prior service on the Tuscola County Planning Commission. Wellington knows Arbela Township's lands and roads, including the lands and roads which may host the Proposed Project, better than any other party besides potential intervenor Arbela Township itself. Moreover, Wellington has a unique perspective on the issues raised by the case because he has reviewed solar projects as an attorney for potential investors in such projects in California and other western states, which will assist the Commission in making a fully informed decision on the Application. Finally, Wellington has a unique perspective because no other party adequately represents the interests of Wellington or any of the nearby residents of Tuscola County outside of Arbela Township.

8. Rule 410 of the Commission's Rules of Practice and Procedure, R 792.10410(1), relevantly provides: "Unless otherwise provided in the notice of hearing, a petition for leave to intervene shall be filed with the Commission not less than 7 days before the date set for the initial hearing or prehearing conference and the petition shall be served on all parties to the proceeding." Thus, this petition is timely filed pursuant to Rule 410 as this petition was filed at least seven days before an initial hearing or prehearing conference.

9. Wellington plans to evaluate Birch Valley Solar's Application, testimony, and exhibits, as well as other activities in this case, and to raise issues and take positions in accordance with his expertise, the provisions of Public Act 233, and his interests as a resident of the nearby area.

10. Wellington is not opposed per se to properly sited solar projects, but is opposed to the Proposed Project as it stands because Birch Valley Solar, LLC does not appear to have complied with certain requirements of Public Act 233 (particularly as now interpreted by the Almer Township case) prior to filing its application before the Commission.

11. Wellington requests that all notices and pleadings be served on:

Donald Wellington (P45321)
Wellington Gregory LLP, 4724 Main St. Millington, MI 48746
(810) 300-1969
dwellington@wellingtongregory.com

C. RELIEF REQUESTED

12. Therefore, Wellington respectfully requests that the Commission grant this petition to intervene and be treated as a party hereto. Wellington further requests that the parties serve copies of all pleadings and correspondence in these proceedings to his office listed above.

Respectfully submitted,



Dated: June 1, 2026

Donald Wellington

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of)
BIRCH VALLEY SOLAR, LLC)
for a Renewable Energy or Storage)
Siting Certificate to construct a solar)
energy facility.)
_____)

Case No. U-22072

OBJECTION TO DONALD WELLINGTON’S PETITION TO INTERVENE

Birch Valley Solar, LLC (“Birch Valley Solar”), through its attorneys Dickinson Wright PLLC, provides this Objection opposing Donald Wellington’s (“Mr. Wellington”) Petition to Intervene (“Petition”):

I. INTRODUCTION AND RELEVANT FACTS

Birch Valley Solar filed its application for a solar siting certificate (“Application”) in the above-captioned matter on April 10, 2026. See Filing No U-22072-0001. On May 29, 2026, Arbela Township (“Township”), the affected local unit, moved to intervene as of right. U-22072-0021.

Thereafter, the Michigan Public Service Commission (“MPSC” or the “Commission”) issued a directive as to notice and intervention requirements and deadlines based on the June 8, 2026 scheduled Pre-Hearing. U-22072-0016. In accordance with the Commission’s directive, on or before May 25, 2026, Birch Valley Solar completed both the required mailings and the required publication in connection therewith. Proof of Service and Proof of Publication are forthcoming to be published to the docket.

Per the notice, intervention petitions were due to the MPSC by or before June 1, 2026. U-22072-0016. Mr. Wellington timely filed his Petition to Intervene on June 1, 2026. U-22072-25.

II. ARGUMENT

Here, while timely, the Petition should be denied because Mr. Wellington is seeking permissive intervention, and his petition asserts interests that are entirely cumulative and duplicative of those asserted by the Township—which intervened as of right—and, therefore, those interests are already adequately represented by the Township.

A. Petitioner May Not Intervene By Right

Under Public Act 233 of 2023 (“PA 233”), “[a]n affected local unit, participating property owner, or nonparticipating property owner may intervene by right.” Sec. 226(3). Importantly, under PA 233, “nonparticipating property” “means a property that is adjacent to an energy facility and that is not a participating property.” Sec. 221(q). All other intervenors are necessarily seeking permissive intervention. Mr. Wellington seeks permissive intervention where he is neither a participating nor nonparticipating property owner. U-22072-25 at ¶ 7.

B. Petitioner’s Interests Are Not Unique and Are Already Adequately Represented

Mr. Wellington’s interests are not unique and are already adequately represented. Indeed, “administrative law judges assigned to conduct future [. . .] proceedings should consider whether a potential intervenor’s ability to protect his or her interest could be impaired or impeded, [or] whether the potential intervenor’s interests are adequately represented by existing parties[.]” *In the Matter of the Application of Shell W E & p, Inc, for Proration of Nat Gas Prod from the Manistee 24 Pool in Manistee Cnty*, 1989 WL 1740399, at *32 (July 20, 1989). The MPSC has held that “[d]enying intervention is not unreasonable . . . [where] the petitioner claims an interest identical to that of another intervenor [or] is represented by that other intervenor.” *In the Matter of the Application of Consumers Power Co for Auth to Increase Its Rates for the Sale of Elec*, No U-6923, 1982 WL 976995, at *1 (Jan 20, 1982).

Here, Mr. Wellington’s interests are, in fact, already adequately represented in this case—both by the gatekeeping role of Commission Staff as well as the active participation by the Township, which timely intervened as of right. See U-22072-0021. Indeed, the Petition asserts unique interests only where “no other party adequately represents the interests of Wellington or any of the nearby residents of Tuscola County *outside* of Arbelá Township.” U-22072-0025, at ¶ 7 (emphasis added). But the Project will be located *inside* the Township, and Mr. Wellington lives over four miles away from the Project’s planned site. He does not face unique impacts as compared to Township residents or nonparticipating property owners.

Mr. Wellington further asserts that “by virtue of his lengthy legal career and his prior service on the Tuscola County Planning Commission[,]” he “will bring helpful information to the Commission’s attention because [he] has substantial expertise in legal matters relating to land use and zoning in Arbelá Township and Tuscola County.” *Id.* This, Mr. Wellington claims, is a “unique perspective on the issues raised by the case because he has reviewed solar projects as an attorney for potential investors in such projects in *California* and *other western states*[.]” *Id.* (emphasis added). But the Township already has capable attorneys who are experienced with solar projects in *Michigan* and are sufficiently equipped to bring the necessary expertise to the ALJ and the Commission. Mr. Wellington’s perspective is not unique nor is it helpful to the MPSC. Allowing Mr. Wellington’s permissive intervention would only further delay and unnecessarily complicate and prolong the contested case proceedings.

In fact, the Township has already petitioned to intervene to address the interests of its residents, noting in its petition that it “will bring helpful information to the Commission’s attention because the Township has substantial expertise in matters relating to its own jurisdiction and residents.” U-22072-0021, at ¶ 12. Even Mr. Wellington admits that he “knows Arbelá Township’s

lands and roads, including the lands and roads which may host the Proposed Project, better than any other party *besides potential intervenor Arbela Township itself.*” U-22072-0025, at ¶ 7 (emphasis added). Likewise, Mr. Wellington’s Petition and the Township’s petition state that the proposed intervenors have “plans to evaluate Birch Valley Solar’s Application, testimony, and exhibits, as well as other activities in this case, and to raise issues and take positions[.]” U-22072-0025, at ¶ 9; U-22072-0021, at ¶ 15. It is not surprising that Mr. Wellington’s Petition and the Township’s petition mirror one another—plainly, Mr. Wellington’s interests and perspectives are already adequately represented by the Township.

Mr. Wellington’s filing further does not show that he intends to provide specialized viewpoints or expertise that are not already represented; he does not suggest that he will hire or present expert testimony, e.g., regarding environmental, engineering, or other specialized matters. Even if his Petition is denied, Mr. Wellington can still participate and otherwise express his objections and concerns with the Project through the public comment process.

In summary, Mr. Wellington fails to demonstrate that his interests are not adequately represented by existing parties or that he brings a unique, helpful perspective to the Commission. As such, the Petition to Intervene should be denied. See Mich Admin Code R 792.10410.

III. CONCLUSION

WHEREFORE, Birch Valley Solar objects to the Petition to Intervene for the reasons stated here and respectfully requests that the Petition be denied.

Dated: June 5, 2026

Respectfully submitted,

DICKINSON WRIGHT PLLC

/s/ Salina M. Hamilton

Brandon C. Hubbard (P71085)

Ryan M. Shannon (P74535)

Salina M. Hamilton (P75296)

123 W. Allegan Street, Suite 900

Lansing, MI 48933

(517) 487-4724

Attorneys for Headland Solar, LLC

Tuscola County Medical Care Community

Your Care Partner in Skilled Nursing and Rehabilitation Therapy

1285 CLEAVER ROAD ♦ CARO, MICHIGAN 48723

PHONE (989) 673-4117 ♦ FAX (989) 673-6665

Executive Management

Mr. Robert C. Rabideau, RN, NHA – Chief Executive Officer

Mrs. Maggie Root, CHC - Chief Financial Officer

Mrs. Mandy Palmer, RN – Chief Nursing Officer

Dr. Arshad Aqil, M.D. – Certified Medical Director



Tuscola County Department of Human Services

County Medical Care Facility Board of Directors

Rev. Alissa Boulton - Chairperson

Mrs. Cheryl Dewald – Vice-Chair

Mrs. Sue Morris – Member

June 8, 2026

Mr. Mike Miller, Interim Controller/Administrator

Tuscola County Board of Commissioners

125 W. Lincoln Street

Caro, MI 48723

RE: Funds Transfer Request

Dear Mr. Miller:

This letter is to request the following transfers of funds:

- From:** Millage Fund #298-000-001.000, **\$ 8,195.66**
To: General Fund Account #291-000-001.000
For: Expense related to the Facility as follows:
Advacare Inv./Quote Date 9/5/25
Traversa-It 550 wc19 Transport Chair
- From:** Millage Fund #298-000-001.000, **\$ 65,280.00**
To: General Fund Account #291-000-001.000
For: Expense related to the Facility as follows:
Model 1 Commercial Vehicles, Inc. Purchase Contract
2024 BraunAbility-Pacifica Rear Entry Resident Transport Van
- From:** Millage Fund #298-000-001.000, **\$ 7,585.72**
To: General Fund Account #291-000-001.000
For: Expense related to the Facility as follows:
Webstaurant Store 7327942 Credit Card Purchase
Steam Table and Guard
- From:** Millage Fund #298-000-001.000, **\$ 80,138.04**
To: General Fund Account #291-000-001.000
For: Expense related to the Facility as follows:
Rehmann LLC Invoice 00020779
Professional Services and Materials related to
Network Switches and Wireless Access Point Upgrades

The total amount of this transfer request is **\$161,199.42**. Thank you for your assistance.

Sincerely,

Robert C. Rabideau

Robert C. Rabideau, RN, NHA

Chief Executive Officer

Cc: Ashley Bennett, Tuscola County Treasurer

AdvaCare

SYSTEMS

2939 N. Pulaski Rd, Chicago, IL 60641
 Local: 773-725-8858 Fax: 773-725-1970
 Toll Free: 888-233-7677
www.advacaresystems.com

Attn: Mandy Palmer – Chief Nursing Officer
 Facility: Tuscola Medical County Medical Center
 Regarding: Purchase Price Quote – Broda Traversa
 Date: 9-5-25 inv. #

	<u>UNIT PRICE</u>	<u>QTY</u>	<u>TOTAL PRICE</u>
Traversa-It 550 wc19	\$6,750.00	1	\$6,750.00
<ul style="list-style-type: none"> • WC19 Transport Securements/Zinc Yellow Base Frame/Black Strap • 20"-24" Adjustable Seat Width/21.5"-31.5" Adj Dynamic Seat Height • 18.5" Seat Depth/32" Back Height • 6" Front Forked Casters w/ Neo Sleeve/14" Rear Mag Wheels • Rear Foot Opr Wheel Locks/Rear Hand Opr Disk Brakes • Rear Adj Anti-Tipper RQD/Rear Pivot Assist System • Adj ABS Lower Leg Support • Laterally Adj Arm Bottom/Standard Adj Arm Top • Standard Arm Support Pad • Lateral Mount Wide • Standard Cushions Only (w/o Mods)/Modena Black Cushions • Seat Full Cover (BLK)/Back Full Cover (BLK) • Shoulder Supports (BLK) Standard/Calf Cushion (BLK) for ABS • Sole Cover (BLK) w/Neo for ABS 			
Neck Support (BLK) Visco Contour	\$97.52	1	\$97.52
Kit Transfer Board	\$925.00	1	\$925.00
O2 Soft Carry Bag	\$73.14	1	\$73.14
EAC			WAIVED
Sales Tax – IN 7%			\$TAX EXEMPT
<u>Shipping (lift gate included)</u>			\$350.00
Total			\$8,195.66

POSTED
 2.25.26 (RM)

Customer Approval Signature _____

THIS IS ONLY A QUOTE, NOT AN INVOICE

Payment Terms: Due Upon Receipt

Quote Valid for 30 Days

~All Sales Are Final~

Optional Accessories:

O2 Holder - \$217.00

IV pole - \$225.00

Thank You,

Dan Pantos - AdvaCare Systems, Inc. - Regional Sales Manager

dpantos@advacaresystems.com - 317-750-1258



137

Maggie Root

From: Cody Rabideau
Sent: Thursday, September 4, 2025 2:23 PM
To: Morgan Erla
Cc: Mandy Palmer; Maggie Root
Subject: budget request

Will you pull together a budget request for the traversa chair for Maggie and I to include in our budget review over the next few weeks. You can just estimate at 8k cost per our conversations with him today. Appreciate it Morgan.

Thank you,

Cody Rabideau

Tuscola County Medical Care Community

Robert Cody Rabideau RN, BSN, MSHAL, NHA

Chief Executive Officer

989-672-0500
989-673-4117
rrabideau@tcmcf.org
www.tcmcf.org

Included in 2026 Budget

137

TCMCC BUDGET REQUEST FORM

TARGET YEAR: 2025-2026 DEPARTMENT: Nursing & Restorative AMOUNT \$ 8,195.66

DESCRIBE YOUR BUDGET REQUEST:

The Broda traversa chair is a state of the art transport wheelchair designed specifically for non-emergency medical transport. It offers a wide range of benefits and safety features for both patients adn caregivers. Crash tested to WC19 standurds and reduces risk of injury during transfers and movement. Highly versatile and accessible to accommodate various body types and patients up to 450#s

STEP 1 – DEPARTMENT LEADER’S EXPLANATION:

Current conditions resulting in identified need and the anticipated benefit to residents and/or staff if approved:

Versatility allows for use for medical appointments, imaging procedures, dental visits, and even as a temporary exam table. No need for manual lifting, reducing fleet and staffing costs by eliminating the need for two person transports.

If other departments will be affected by (or need to provide support for) this project, ensure that the department manager(s) review & sign off on back page.

Has this item been requested before? If so, when?

Explain previous decision’s comments:

NO

If replacing existing asset(s), describe the item(s) being replaced so that asset records can be located and reviewed.

Signature: [Signature] Date 9/20/25

STEP 2 – CEO INITIAL REVIEW

- Critical Need
[X] Significant Need
Would Benefit
Wish List Item

Additional Comments/Considerations:

2026 Budget Item

Signature: [Signature] Date 9/20/25

STEP 3 – CFO REVIEW

Routine Operations Expense

- Recommend Buying NOW
Operating Budget already accommodates
CFO increased Budget GL 10- -
\$ Period(s)
Resubmit Next Year if Still Desired

CAPITAL EXPENDITURE

- Over \$5000 – 3 Quotes Needed with PO
Over \$20,000 – Refer to Policy 101-006
CFO Increased Budget GL 10-54-70503
\$ 8,000.00 Period(s) Feb '26

Funding Source | 291-001 | 291-003 | 298 |

Signature: [Signature] Date 9-23-25

STEP 4 – YOUR BUDGET REQUEST HAS BEEN PROCESSED AND THE DECISION IS COMMUNICATED ABOVE.

Note that budget approvals are tentative pending continued financial feasibility at the time of actual purchase. No allocations in the budget are ever guaranteed.

To initiate procurement, you must submit a purchase order and all necessary updated quotes for final approval. If purchase requires multiple quotes, you must also document on this form, the reasons for your vendor/price selection and barriers to obtaining multiple quotes; use back page please.

STEP 5 – ACCOUNTING ASSOCIATE REVIEW

- Over \$5000 – multiple quotes attached to PO, with this request
Over \$20,000 – Terms of Policy 101-006 are met – see back page

GASB 87 – Lease - Notify CFO. CFO Review:
GASB 96 – SBITA – Notify CFO. CFO Review:

COMMENTS:

Will this purchase/project affect other department(s)' operations, or will the project require input/support from other departments? List affected departments who need to be consulted on this project and explain support needs.

Nursing, Restorative are both aware. Budget request asked to be completed per request of CEO.

**I have reviewed this budget request and have communicated any concerns or additional budget needs to CEO:
Reviewing Department(s) Signature(s):**

PROPOSAL 1 DETAILS

See attached quote from Advacare Regional sales manager.

PROPOSAL 2 DETAILS

PROPOSAL 3 DETAILS

DEPARTMENT RECOMMENDATION / SELECTED PROPOSAL AND REASON

Proposal #1

DISCUSS BARRIERS TO OBTAINING THREE PROPOSALS, IF APPLICABLE

One of a kind item, no comparable items on the market. Preferred distributor from advacare due to ongoing work relationship.

Broda Seating Canada

160 Bingham's Centre Dr.
Kitchener, Ontario N2B 3X9
Canada
Phone: 844-557-7632

BRODA®

PACKING LIST

No.: LP005040
Sales Order No.: SO156143

Ship-To: **Tuscola County Medical Center**

1285 Cleaver Road

CARO, MI 48723
US

Phone: 989-673-4117

External Doc. No.: POU5136303

Reference No.: 138275

Ship. Method Code: BESTWAY

Ship. Method Desc.: FXNL

Package Tracking No:

Item No.	Description	Serial No	Quantity	USM
1550-WC19	Traversa Transport Wheelchair	103128LT550WC1900648	1	EA
Total Items:	1		1	

RECEIVED

FEB 16 2025

BY: [Signature]

*Note all damage on the bill of lading and inform Broda within 30 days.
Authorized returns made within 30 days of receipt. Contact Broda Customer Service for full details.*

"Comfort Tension Seating"

Web PO #	Customer PO #	BillTo/ShpTo
20260113	1943898-20260113	Tuscola County Medical Care Community 1285 Cleaver Rd. Caro, MI 48723 989-673-6665 (Fax) 989-673-6117 (Phone)
Vendor Information		Signature:
1 Unlimited AdvaCare Inc.		

Order
2026-01-13

Vendor #	Product	Internal #	Line #	Description	Qty	Price	Unit	Extended
1	Traverse-IT 550 wc19		1	Breda Traversa Transport Chair	1	7,845.66	EA	7,845.66
								GLCode 10-54-70503

1	Shipping		2	Estimated Shipping	1	350.00	EA	350.00
								GLCode 10-54-70503

Total:								8,195.66
---------------	--	--	--	--	--	--	--	-----------------

AP Vendor Payment History (by Check Date) 00/00/0000 thru 12/31/9999

Vendor Code	Check Number	Check Date	Invoice Number	Invoice Date	Purchase Order	Discount Amount	Withholding Amount	1099 Amount	Payment Amount
104930	Model 1 Commercial Vehicles Inc								
	0000072439	C 02/27/2026	02272026	02/25/2026	C.Rabideau	0.00	0.00	0.00	65,280.00
	Pacifica Van								
Vendor Model 1 Commercial Vehicles Inc						Total	0.00	0.00	65,280.00
Register Total						0.00	0.00	65,280.00	



PHONE: (574) 343-1050
FAX:

MODEL1.COM

MODEL 1 COMMERCIAL VEHICLES

57475 County Rd 3
Elkhart, Indiana 46517

15. PATENT LIABILITY. Where Dealer supplies goods to Buyer's specifications and/or manufactured or fabricated from Buyer's blueprint, sketch, specifications, or tooling Buyer, at its own expense, shall defend any suit or proceeding of any kind whatsoever brought against Dealer in any capacity if such suit or proceeding involves a claim that any goods or any part thereof constitutes an infringement of any patent, copyright or trademark and Buyer shall pay or indemnify any and all judgments, expenses and costs which may be awarded against or incurred by Dealer related to such legal action.

16. TAXES, INSURANCE. Buyer shall be liable for all sales, use, or other taxes of a similar nature applicable to the transaction unless such payment is otherwise prohibited by law. Buyer assumes responsibility to cover the Vehicle described on the front of this Agreement with necessary and proper insurance coverage and assumes all legal liability arising from the operation of the Vehicle from the time of Delivery. Buyer understands that Buyer is not covered by insurance on the Vehicle until Buyer's insurance company accepts coverage on the Vehicle. Buyer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to Buyer's insurance company accepting coverage on the Vehicle.

17. CHOICE OF LAW AND VENUE. FEES. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be interpreted under the laws of the state in which Dealer is located and venue will be in the state and county in which Dealer is located or the applicable federal court. If Dealer brings a legal action to enforce or interpret this Agreement and prevails, Buyer shall pay Dealer's reasonable attorneys' fees and costs incurred in such action. If Buyer brings an action based on this Agreement and does not prevail, Buyer shall pay Dealer's reasonable attorneys' fees and costs incurred in the defense of such action or any part thereof.

18. WAIVER OF JURY TRIAL: CLASS ACTIONS. Buyer agrees that any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof will be decided by a judge, rather than a jury. Buyer further agrees in connection with this purchase to waive Buyer's right to participate as a class member in any class action lawsuit that might be brought against Dealer.

19. SEVERABILITY. Buyer and Dealer agree that each portion of this Agreement is such that if any term, provision or paragraph is found to be invalid, voidable, or unenforceable for any reason, such provision or paragraph may be severed and all other portions of this Agreement shall remain valid and enforceable.

Version 2025-10-01

Authorized Customer's Representative

Model 1 Commercial Vehicles, Inc

Signature: [Handwritten Signature]
Name: R. Rabideau
Title: CFO
Date: 2/24/26

Signature: Jim Digitally signed by Jim
Name: Witmer
Title: Witmer
Date: 2026.02.24
Date: r 15:22:51 -05'00'

Setting the example
the industry follows.



PHONE: (574) 343-1050
FAX:

MODEL1.COM

MODEL 1 COMMERCIAL VEHICLES

57475 County Rd 3
Elkhart, Indiana 46517

BUYER'S ORDER CONTRACT

CUSTOMER INFORMATION

Date: 2026-02-18T14:09:06.753Z	Unit #(s): 1733740
Deal Number: 44194837121	Salesperson: Jim Witmer
Additional Information: Includes Incline assist with securements, changing exhaust from rear to side exit and delivery. Also includes HCAM and HPSI membership discount	
Sold To Information:	
Customer Name: Tuscola County MCF	
Contact: Morgan Erla	Phone: 989-672-0552
Address: 1285 Cleaver Road	Fax:
City, State, ZIP: Caro, MI, 48723	E-Mail: merla@tcmcf.org
Bill To Information:	
Contact: Morgan Erla	Phone: +19896736665
Address: 1285 Cleaver Road	Fax:
City, State, ZIP: Caro, MI, 48723	E-Mail: merla@tcmcf.org

DELIVERY INFORMATION

Vehicle: BraunAbility - Pacifica Rear Entry - 2024	
Ship To Address: 1285 Cleaver Road	
Ship To Address Cont'd:	
Ship to Phone: 989-672-0552	Ship to Email: merla@tcmcf.org
Payment Type: Cash	Contact: Morgan Erla
Address:	Phone: 989-672-0552
City, State, ZIP: Caro, MI, 48723	Country:

Setting the example
the industry follows.



PHONE: (574) 343-1050
 FAX:

MODEL1.COM

MODEL 1 COMMERCIAL VEHICLES

57475 County Rd 3
 Elkhart, Indiana 46517

VEHICLE INFORMATION			
Description of Vehicle:		Body Make/Model/Year BraunAbility - Pacifica Rear Entry - 2024	
VIN #:	2C4RC1FG4RR195838	Fuel Type:	Gas
FOB Terms		Ambulatory Passenger Quantity:	3
Estimated Delivery Date:	2026-03-31	Wheelchair Passenger Quantity:	2
Possession State	MI	Payment Terms:	Prepay
		Unit Price:	\$ 65 280.00
		Delivery:	\$ 0.00
		Incentive (Non-Taxable):	\$ (0.00)
		Rebates (Taxable):	\$ (0.00)
		Doc Prep Fee (Taxable):	\$ 0.00
		Selling Price:	\$ 65 280.00
		Other Fees:	\$ 0.00
		Upfit:	\$ 0.00
		ADA Amount (Non Taxable)	\$ 0.00
		Total Taxable Amount:	\$ 65 280.00
		Sales Tax Rate:	0.000%
		Other Fees:	\$ 0.00
		DMV Fees (Estimated):	\$ 0.00
		DMV Electronic Filing Fee:	\$ 0.00
		Environmental Fee	\$ 0.00
		Fees Sub-Total:	\$ 0.00
		Tax Sub-Total	\$ 0.00
Type:		Quantity:	1
Est. Monthly Payment:		Total number of units	1
Annual Milage Limit /		Unit Total:	\$ 65 280.00
Term:		Customer Net Trade:	\$ 0.00
		Customer Deposit:	\$ 0.00
		Balance Due:	\$ 65 280.00
		Contract Total:	\$ 65 280.00

Setting the example
 the industry follows.

Maggie Root

From: Maggie Root
Sent: Tuesday, February 24, 2026 12:14 PM
To: Cody Rabideau; Morgan Erla
Cc: Dan Manwell; Hannah Dennis; Tiffany Parrish
Subject: RE: Tuscola County Medical Care Community - 2024 Voyager - Model 1

Hannah and Tiffany have the signed purchase agreement and Tiffany is building the vendor. We'll have a check ready in this week's check run (dated 2/27/26).



Maggie Root, CHC
Chief Financial Officer
Compliance Officer & Privacy Officer
Direct: 989.672.0555
Fax: 989.672.0562
Email: mroot@tcmcf.org

In a time of drastic change, it is the learners who inherit the future. -Eric Hoffer

TCMCC is honored to be ranked the #1 Nursing Home in Michigan in Newsweek's 2024 Listing of Top Nursing Homes in America

From: Cody Rabideau <rrabideau@tcmcf.org>
Sent: Tuesday, February 24, 2026 12:04 PM
To: Morgan Erla <merla@tcmcf.org>
Cc: Dan Manwell <dmanwell@tcmcf.org>; Maggie Root <mroot@tcmcf.org>
Subject: Re: Tuscola County Medical Care Community - 2024 Voyager - Model 1

The board has approved this purchase. Please feel free to proceed.

Thank you,

Cody Rabideau

Tuscola County Medical Care Community
Robert Cody Rabideau RN, BSN, MSHAL, NHA
Chief Executive Officer
989-672-0500
989-673-4117

WebstaurantStore

Sales Invoice

Order Number	User ID	Date Ordered
122895186	21142279	3/11/2026 at 10:55 AM

Bill To	Ship To	Shipping Method
Robert Rabideau Tuscola County Medical Care Facility 1285 Cleaver Rd Caro, MI 48723	Barb Davis Tuscola County Medical Care Facility 1285 Cleaver Rd Caro, MI 48723	Common Carrier

Your Contact	Customer PO	Customer Phone
help@webstaurantstore.com		1 989 673 4117

Item Number	Description	Unit Price	QTY	Est. Tax	Total
109SW4EBSTD	Advance Tabco SW-4E-240-BS-T Four Pan Electric Hot Food Table with Thermostatic Control and Partially Enclosed Base - Sealed Well, 240V	\$4,769.00	1	\$0.00	\$4,769.00
109NSG154W	Advance Tabco Sleek Shield NSG-15-4WELL 4 Well Single Tier Self Service Food Shield with Stainless Steel Shelf - 63 3/16" x 19 3/4" x 18 1/2"	\$2,539.00	1	\$0.00	\$2,539.00

Subtotal:				\$7,308.00
Shipping & Handling:				\$277.72
Estimated Tax:				\$0.00
Total:				\$7,585.72
Balance Due:				\$0.00
Payment Method: visa - XXXX5742 - \$0.00				

Thank you for your business!

WebstaurantStore

40 Citation Lane
Lititz, PA 17543
717-392-7472

Note: The above address is for billing purposes only. For questions regarding returns, visit your account at <https://www.webstaurantstore.com/myaccount>

Tiffany Parrish

From: WebstaurantStore <orders@webstaurantstore.com>
Sent: Wednesday, March 11, 2026 10:55 AM
To: Tiffany Parrish
Subject: Thanks for your order #122895186
Attachments: 122895186.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

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RESTAURANT SUPPLIES & EQUIPMENT

[Shop Now](#) [Equipment](#) [Food & Beverage](#) [Tabletop](#) [Disposables](#)

Order confirmed!

Thanks for shopping at WebstaurantStore. Your order is being processed.

Ship to:
Barb Davis
Tuscola County Medical Care Facility
1285 Cleaver Rd
Caro, MI 48723
1 989 673 4117

Order Number: **122895186**
Order Date: **March 11, 2026 at 10:55 AM**
Shipping Type: **Common Carrier**

[My Account](#)

[Track Order](#)

plus

Sign up for Plus within 48 hours and get your \$86.58 shipping cost credited to your account! †
Free Shipping. Guaranteed Savings. Cancel anytime.

[Start Saving](#)

ITEM

QTY

TOTAL



ADVANCE TABCO
 325 Wireless Boulevard, Hauppauge, NY 11788
 800-645-3166 • customer@advancetabco.com

ORIGINAL
 969070-00
 03/26/26 08:25

SHIPPED TO: TUSCOLA COUNTY MEDICAL 1285 CLEAVER RD BARB DAVIS CARO MI 48723 ATTN: 989-673-4117	SOLD TO: CPG/CLARK FOOD SERVICE 2209 OLD PHILADELPHIA PKE LANCASTER PA 17602 ATTN: ACCOUNTS PAYABLE	
AT ORDER NO: 969070-00	CUSTOMER PO: 8191973	DATE SHIPPED: 03/26/26

JOB NAME: TUSCOLA COUNTY MEDICAL CARE FACILIT

LINE	ORDERED	SHIPPED	MODEL #	DESCRIPTION	ITEM #	# OF PCS	GROSS WT.
004	1	1	SW-4E-240-BS-T	SEALED WELL TABLE 208/240V		1	260
007	1	1	NSG-15-4WELL	SELF SVC FOOD SHIELD FOR 4WELL		1	189
RECEIVED MAR 30 2026 BY: <u>BID</u>							
TOTAL						2	449

COMMENTS: *CLARKLTL.COM

CARRIER: RL TRUCKING

PAGE: 1

RL CARRIERS - RNLO

Consignee Tuscola County Medical Care Facility Barb Davis 1285 Cleaver Rd Caro, MI 48723 Phone: 1 989 673 4117 Alternate Phone: 9896734117 Email: tparrish@tcmcf.org
Shipper ADVANCE TABCO 3125 TROTTERS PKWY Alpharetta, GA 30004 Phone: 8006453166

Date: Mar, 26, 2026, 06:36:55 AM	BOL No. 55247951-851
PRO No. 538846551 	PO Number 8191973
For payment bill to Clark Core Services LLC Account # WEBS40 40 Citation Lane Lititz, PA 17543	
Special Instructions <ul style="list-style-type: none"> All accessorial services will be prepaid by Clark Core Services. Additional services not shown on the BOL must be authorized by traffic@webstaurantstore.com before delivery. Consignee must note any damages before signing Do not stack. Do not break wrap 	

Webstaurant store.

NOTE: Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. 14706 (c)(1)(A) and (B)

Shipping Units (S/U)	Type	Pieces	Packaging	S/U Dims	HM*	Description of Articles	Weight	NMFC#	Class
1	Crate			66 x 30 x 55		HOT FOOD TABLE, SU (180080)	449	180080-01	100

[0] PALLETS [0] PIECES [1] LOOSE [449] TOTAL WEIGHT (lbs)

Declared/Excess Value WARNING: Additional and/or Maximum Liability Limitations or other restrictions may supersede declared value request. Refer to rules tariff for further details.

The fiber boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Consolidated Uniform or National Motor Freight Classification. NOTE: Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec 2(e) of NMFC Item 303.	Subject to Section 7 of Conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of the shipment without payment of freight and all other lawful charges. Signature of consignor: _____	* If the shipment moves between two ports by a carrier by water, the law requires that Bill of Lading shall state whether it is "carriage or shipper's weight." NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by shipper to be not exceeding: _____ per _____.	Charges Advanced: \$ _____ Received \$ _____ to apply in the prepayment of the charges on the property described hereof.
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and the shipper. If applicable otherwise the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request. The property described above, in the apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown above, which said carrier agrees to carry to destination, if on its route, otherwise to deliver to another carrier on the route to destination, it is mutually agreed, as to each carrier of all or any portion of said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed thereunder shall be subject to all the terms and conditions of the Uniform Bill of Lading set forth in the National Motor Freight Classification 100-X and successive issues. Note: It is also agreed that the carrier will not be liable for any consequential damages arising from the delay of the delivery and carrier makes no guarantee concerning the delivery date or time. (Subject to terms and conditions of any applicable service agreement)

Shipper Certification This is to certify that the above-named materials are properly classified, described and packaged in proper condition for transportation according to the applicable regulations of the Department of Transportation. Authorized Signature: _____	Carrier Certification I hereby certify that the above-named materials were received in the condition and quantity stated on this Bill of Lading and that the carrier has the DOT emergency response guidebook or equivalent document in the vehicle or vehicles. Signature: _____ Date: _____
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Bill Of Lading 55247951-851	
Run#	Time Arrives

Packing slip for new dietary steam table

DA

PC and LOOSE		
Driver#	# of Pallets	Cubic Ft.

Tiffany Parrish

From: Barbara Davis
Sent: Tuesday, March 10, 2026 3:07 PM
To: Tiffany Parrish
Subject: Webstraunt order

Can you place this order for me? Thanks.

Barbara Davis
Procurement Specialist
TCMCF
Direct Phone: 989-672-0526
Email: bdavis@tcmcf.org

From: orders@smartpo.com <orders@smartpo.com>
Sent: Tuesday, March 10, 2026 2:55 PM
To: Barbara Davis <BDavis@tcmcf.org>
Subject: Order Was Approved

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

SMART  **PO** **Order Approval Notice**

Order [6217931](#) was approved on 2026-03-10 14:54:43. It was approved by rrabideau.

Web PO #	Customer PO #	BillTo/ShipTo
20260310	2009460-20260310	Tuscola County Medical Care Community 1285 Cleaver Rd. Caro, MI 48723 989-673-6665 (Fax) 989-673-4117 (Phone)
Information		Signature:
1	The Webstaurant Store Inc	


Order
2026-03-10

Vendor #	Product	GL Code	Line #	Description	Qty	Price	Unit	Extended
1	109SW4EBSTD	10-46-7050...	1	Four Pan Electric Hot Food Table with Th...	1	4,958.10	EA	4,958.10
Internal #								

1	109NSG154W	10-46-7050...	2	4 Well Single Tier Self Service Food Shi...	1	2,778.77	EA	2,778.77
Internal #								

1	Shipping	10-46-7050...	3	Shipping, No liftgate	1	277.72	EA	277.72
Internal #								

Total:								8,014.59	
GLCode Summary									
		10-46-70503:							8,014.59
		Total:							8,014.59

 **PAID**
Chase VISA

Web PO #	Customer PO #	BillTo/ShipTo
20260310	6217931-20260310	Tuscola County Medical Care Community 1285 Cleaver Rd. Caro, MI 48723 989-673-6665 (Fax) 989-673-4117 (Phone)
Information		Signature:
The Webstaurant Store Inc		

Order
2026-03-10

Vendor #	Product	GL Code	Line #	Description	Qty	Price	Unit	Extend
	109SW4EBSTD	10-46-7050...	1	Four Pan Electric Hot Food Table with Th...	1	4,958.10	EA	4,958.10
Internal #								4769.00
	109NSG154W	10-46-7050...	2	4 Well Single Tier Self Service Food Shi...	1	2,778.77	EA	2,778.77
Internal #								2539.00
	Shipping	10-46-7050...	3	Shipping, No liftgate	1	277.72	EA	277.72
Internal #								

Total: 8,014.59

GLCode Summary	
10-46-70503:	8,014.59
Total:	8,014.59

15 yrs
180 months

build as 1
PA.

WHEN YOU HAVE
TIME I HAVE
A QUESTION ABOUT
THIS

M. Dennis 4/15/24

Rehmann Technology Solutions, LLC
 5800 Gratiot Road
 Suite 201
 Saginaw, MI 48638
 Tax ID 26-0067224

Rehmann

10-49-70503
 Capital Outlay

FA

INVOICE

Date	Invoice Number
03/27/2026	PR154562
Payment Terms	Due Date
Net 30	04/26/2026

PO: 6243659

+1 989-799-9580

Bill To
Tuscola County Medical Care Facility 1285 Cleaver Road Caro, MI 48723 United States of America

Remit-To
Rehmann Technology Solutions, LLC 3145 Prairie St SW Suite 101 Grandville, MI 49418 United States of America +1 989-799-9580

Description: Order #8495

Page 1 of 2

Purchase Order Number	Customer ID
	CUST-2130

Quantity	Sales Item	Item Description	Price Each	Amount
6		Cisco Catalyst 9200 C9200L-48P-4G Layer 3 Switch - 48 Ports - Manageable - Gigabit Ethernet - 10/100/1000Base-T, 1000Base-X - 3 Layer Supported - Modular - 4 SFP Slots - 1000 W Power Consumption - 740 W PoE Budget - Twisted Pair, Optical Fiber - 1U - Rack Serial Number(s):SFBVH295133HW,SFBVH295133L0,SFBVH2	3,045.00	18,270.00
6		Cisco 1 Year SmartNet Total Care - Extended Service - Service - 8 x 5 x Next Business Day - Exchange - Parts Serial Number(s): 206577716-1,206577716-2,206577716-3,206577716	523.00	3,138.00
6		Cisco Digital Network Architecture Essentials - Term License - 1 Switch - 3 Year Serial Number(s): 206577716-7,206577716-8,206577716-9,206577716	923.00	5,538.00
2		Cisco Catalyst C9200L-24P-4G Ethernet Switch - 24 Ports - Manageable - Gigabit Ethernet - 10/100/1000Base-T, 1000Base-X - 2 Layer Supported - Modular - 4 SFP Slots - 370 W PoE Budget - Twisted Pair, Optical Fiber - 1U - Rack-mountable - Lifetime Limited W Serial Number(s):SFBVH30044FS3,SFBVH30044FUV	1,525.00	3,050.00
2		Cisco 1 Year SmartNet Total Care - Extended Service - Service - 8 x 5 x Next Business Day - Exchange - Parts Serial Number(s):206577716-13,206577716-14	258.00	516.00
2		Cisco Digital Network Architecture Essentials - Term	503.00	1,006.00

POSTED
 APR 29 2026

RECEIVED
 MAR 30 2026

Net Amount	71,232.12
Tax	0.00
Total	USD 71,232.12

If you would like to pay this invoice by credit card, please provide the following information and return a copy of this invoice to the attention of the Accounts Receivable Department at the "Remit To" address above:

Credit Card Type (please check one) VISA MasterCard American Express Discover

Credit Card Number _____ Expiration Date (MM/YY) _____

CSV Number _____

Card Holder Name (please print) _____ Signature _____

Date	Invoice Number
03/27/2026	PR154562

Quantity	Sales Item	Item Description	Price Each	Amount
40		License - 1 Switch - 3 Year Serial Number(s):206577716-15,206577716-16 Ruckus R670 Indoor Wireless Access Point	893.00	35,720.00
40		Serial Number(s): 242543003224,272543000006,272543000043,27254 Ruckus One Essentials Cloud Subscription License for Single Access Point - 1 Year	78.00	3,120.00
40		Ruckus Mounting Bracket for Wireless Access Point	20.00	800.00
1		Freight	74.12	74.12

Rehmann Technology Solutions, LLC
 3145 Prairie St SW Suite 101
 Grandville, MI 49418
 +1 616-222-9200

INVOICE



Date	Invoice Number
06/01/2026	RTS-CINV-0002079

Bill To: Tuscola County Medical Care Facility 1285 Cleaver Road Caro, MI 48723

Remit To: Rehmann Technology Solutions, LLC 3145 Prairie St SW Suite 101 Grandville, MI 49418

Date	Worker	Task	Hours	Amount	Amount
Ticket # 1156253 - Project Review and Close-Out					\$886.95
05/07/2026	Kimberly St John	General	1.90	\$461.70	
<i>Project # 1278 - Switch & Wireless Upgrade - PO #2016604 Project Ticket: 1156253 Phase: Project Close-Out Notes: Project Management - Project Closure</i>					
04/28/2026	Matt Ambrose	General	0.75	\$182.25	
<i>Project Ticket: 1156263 Phase: Project Execution Notes: Troubleshooting access issues with a few devices Researching issues Looking into compatibility issues Disabled WiFi6/7 on the SSID TCMCCWIFI Sent Alex some info on an AP/port issue</i>					
04/28/2026	Matt Ambrose	General	0.25	\$60.75	
<i>Project Ticket: 1156263 Phase: Project Execution Notes: Reviewed update from Alex - VLAN issue on a switch/AP port was causing the issues Reviewed Ruckus cloud for errors and found a few more DHCP issues - Possibly another AP is on the wrong VLAN Sent info to Alex</i>					
04/30/2026	Matt Ambrose	General	0.25	\$60.75	

Please detach and return with payment

Please make all checks payable to "Rehmann" To pay by eCheck or Credit Card visit www.rehmann.com and select Pay Bill.

For Wire Transfers call 616-222-9200 Rehmann now charges a 3% convenience fee on credit card payments (For account questions email: AR.RTS@Rehmann.com)

Amount Due: \$1,870.80
Amount Paid: _____
 Date: 06/01/2026
 Inv#: RTS-CINV-0002079
 Client: CUST-2130

Tuscola County Medical Care Facility
 1285 Cleaver Road
 Caro, MI 48723

Rehmann Technology Solutions, LLC
 3145 Prairie St SW Suite 101
 Grandville, MI 49418

We appreciate your business. Thank you for choosing Rehmann. Payment is due upon receipt of this invoice.
 Credit terms: Unpaid invoices 30 days after the invoice date are subject to a finance charge of 1 1/2% per month (18% per annum).

Date	Invoice Number
06/01/2026	RTS-CINV-0002079

Date	Worker	Task	Hours	Amount	Amount
Ticket # 1156253 - Project Review and Close-Out					\$886.95
<i>Project Ticket: 1156263 Phase: Project Execution Notes: Reviewed email from Alex Sent Alex some information on reviewing DHCP failures</i>					
05/01/2026	Matt Ambrose	General	0.50	\$121.50	
<i>Project Ticket: 1156263 Phase: Project Execution Notes: Follow up meeting with Alex to review - Not seeing any issues that Ruckus dashboard is reporting Alex isn't hearing of any user complaints Reviewed some switch ports/LLDP tables and things look good Alex asked for a follow up next week Monday/Tuesday before closing out the project</i>					
					\$886.95
Date	Worker	Task	Hours	Amount	Amount
Tuscola County Medical Care Facility - CUST-2130 - 1278 - Switch & Wireless Upgrade - PO #2016604 - PROJ-1607836					\$983.85
05/02/2026			1.00	\$983.85	
<i>Shipping Charges Switch Upgrade 4/22/2026</i>					
					\$983.85
					Total: \$1,870.80

Rehmann Technology Solutions, LLC
 3145 Prairie St SW Suite 101
 Grandville, MI 49418
 +1 616-222-9200

INVOICE



Date	Invoice Number
04/30/2026	RTS-CINV-0001442

*Cmt: 1/2 Switches & points
 GL: 49-70503
 PO: 6243659*

Bill To:
Tuscola County Medical Care Facility 1285 Cleaver Road Caro, MI 48723

Remit To:
Rehmann Technology Solutions, LLC 3145 Prairie St SW Suite 101 Grandville, MI 49418

Date	Worker	Task	Hours	Amount	Amount
Ticket # 1156247 - Initiate Project					\$7,035.12
03/13/2026	Kimberly St John	General	2.00	\$486.00	
<i>Project # 1278 - Switch & Wireless Upgrade - PO #2016604 Project Ticket: 1156247 Phase: Project Initiation and Planning Notes: Project Management</i>					
03/23/2026	Kimberly St John	General	1.50	\$270.00	
<i>Project Ticket: 1156249 Phase: Project Monitor & Control Notes: Project Management</i>					
03/31/2026	Kimberly St John	General	1.00	\$243.00	
<i>Project Ticket: 1156249 Phase: Project Monitor & Control Notes: Project Management</i>					
04/13/2026	Kimberly St John	General	1.00	\$243.00	
<i>Project Ticket: 1156249 Phase: Project Monitor & Control Notes: Project Management</i>					
04/13/2026	Kimberly St John	General	1.00	\$243.00	
<i>Project Ticket: 1156249 Phase: Project Monitor & Control Notes: Project Management</i>					
04/17/2026	Kimberly St John	General	1.00	\$243.00	

RECEIVED
 MAY 01 2026

Please detach and return with payment

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Amount Due: \$7,035.12
Amount Paid:
 Date: 04/30/2026
 Inv#: RTS-CINV-0001442
 Client: CUST-2130

Tuscola County Medical Care Facility
 1285 Cleaver Road
 Caro, MI 48723

Rehmann Technology Solutions, LLC
 3145 Prairie St SW Suite 101
 Grandville, MI 49418

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Date	Invoice Number
04/30/2026	RTS-CINV-0001442

Date	Worker	Task	Hours	Amount	Amount
Ticket # 1156247 - Initiate Project					\$7,035.12
<i>Project Ticket: 1156249</i> <i>Phase: Project Monitor & Control</i> <i>Notes: Project Management</i>					
04/22/2026	Kimberly St John	General	1.00	\$243.00	
<i>Project Ticket: 1156249</i> <i>Phase: Project Monitor & Control</i> <i>Notes: Project Management</i>					
04/24/2026	Kimberly St John	General	0.50	\$121.50	
<i>Project Ticket: 1156249</i> <i>Phase: Project Monitor & Control</i> <i>Notes: Project Management</i>					
04/06/2026	Matt Ambrose	General	0.50	\$121.50	
<i>Project Ticket: 1156248</i> <i>Phase: Project Monitor & Control</i> <i>Notes: Reviewed pre-sales ticket</i> <i>Reviewed WBS and quote</i> <i>Sent Alex an email asking for some information i'll need to get started on the prep</i>					
04/08/2026	Matt Ambrose	General	4.34	\$1,054.62	
<i>Project Ticket: 1156252</i> <i>Phase: Project Execution</i> <i>Notes: Started prep on the Ruckus APs</i> <i>Reviewed Cisco WLC config</i> <i>Meeting with Alex</i> <i>Added APs to Ruckus cloud and activated licensing</i> <i>Added Wireless SSIDs</i> <i>Updated documentation</i> <i>Started reviewing existing switch configs</i>					
<i>Next Steps: Build new switch configs</i>					
04/09/2026	Matt Ambrose	General	6.75	\$1,640.25	

Date	Invoice Number
04/30/2026	RTS-CINV-0001442

Date	Worker	Task	Hours	Amount	Amount
Ticket # 1156247 - Initiate Project					\$7,035.12
<i>Project Ticket: 1156252</i> <i>Phase: Project Execution</i> <i>Notes: Worked on building out switch configs for new switches</i> <i>Next Steps: Configure new switches</i>					
04/10/2026	Matt Ambrose	General	6.25	\$1,518.75	
<i>Project Ticket: 1156252</i> <i>Phase: Project Execution</i> <i>Notes: Configured Cisco switches</i> <i>Verified all switches are on 17.15.04 (latest gold star release from Cisco)</i> <i>Verified SSH access is working on the switches</i> <i>Boxed switches up</i> <i>Working on documentation</i> <i>Next Steps: Finish up documentation, go through wireless controllers for specific wireless settings to migrate to Ruckus cloud</i>					
04/13/2026	Matt Ambrose	General	2.50	\$607.50	
<i>Project Ticket: 1156252</i> <i>Phase: Project Execution</i> <i>Notes: Finished up configurations</i> <i>Finished up documentation</i> <i>Discussed with PM</i>					
					Total: \$7,035.12

Rehmann Cisco Switches and Wireless Access Points Replacements

Qty	Description	Each	Extension	Project Mgmt	FA Cost Basis Each Asset	Total
6	Cisco Catalyst 9200 C9100L-48P-4G Layer 3	\$ 3,045.00	\$ 18,270.00	\$ 2,286.62		
6	Cisco 1 Year SmartNet Total Care Extended Service	\$ 523.00	\$ 3,138.00	\$ 392.74		
6	Cisco Digital Network Architecture Essentials	\$ 923.00	\$ 5,538.00	\$ 693.12	\$ 5,053.08	\$ 30,318.48
			<u>\$ 26,946.00</u>			
2	Cisco Catalyst 9200L-24P-4G Ethernet Switch	\$ 1,525.00	\$ 3,050.00	\$ 381.73		
2	Cisco 1 Year SmartNet Total Care Extended Service	\$ 258.00	\$ 516.00	\$ 64.58		
2	Cisco Digital Network Architecture Essentials	\$ 503.00	\$ 1,006.00	\$ 125.91	\$ 2,572.11	\$ 5,144.22
			<u>\$ 4,572.00</u>			
40	Ruckus R670 indoor Wireless Access Points	\$ 893.00	\$ 35,720.00	\$ 4,470.61		
40	Ruckus One Essentials Cloud Subscription License	\$ 78.00	\$ 3,120.00	\$ 390.49		
40	Ruckus Mounting Bracket for WAPs	\$ 20.00	\$ 800.00	\$ 100.13	\$ 1,115.03	\$ 44,601.22
			<u>\$ 39,640.00</u>			
						<i>Given the large number of WAP's, Yes, I am Okay with these being built as one asset record - MRR 6/2/26</i>
	Freight (Expense - Do Not Capitalize)		\$ 74.12			
			Expense IT Shipping/Postage		\$ 80,063.92	\$ 80,138.04
					Capitalize IT Capital Outlay	Total Paid

Project Management Costs - ProRate Across Each Asset

Inv. RTS-CINV-001442 Project Management	\$ 7,035.12
Inv. RTS-CINV-0002079 Project Review	\$ 1,870.80
	<u>\$ 8,905.92</u>

Vendor		ShipTo #
Rehmann Technology Solutions		
Web PO #		Customer PO #
6243659-20260313		20260313
Vendor Information		BillTo/ShipTo
Rehmann Technology Solutions		Tuscola County Medical Care Community 1285 Cleaver Rd. Caro, MI 48723 989-673-6665 (Fax) 989-673-4117 (Phone)
Ordered By	Approved By	Signature:
Alex Weeks	1 - Robert Rabideau	

Order
2026-03-13
6243659
SMART PO

Product	GL Code	Line #	Description	Qty	Price	Unit	Line Total
1	10-49-70503		Cisco & Ruckus Solution	1	71,158.00	EA	71,158.00
2	10-49-70503		Professional Services for Cisco & Ruckus...	1	23,905.50	EA	23,905.50
Total:							95,063.50

FREIGHT \$74.12
man
OK
4-24-26

Description	Price	Qty	Ext. Price
Cisco 48port Switches with Smartnet & DNA Subscription			
Cisco Catalyst 9200 C9200L-48P-4G Layer 3 Switch - 48 Ports - Manageable - Gigabit Ethernet - 10/100/1000Base-T, 1000Base-X - 3 Layer Supported - Modular - 4 SFP Slots - 1000 W Power Consumption - 740 W PoE Budget - Twisted Pair, Optical Fiber - 1U - Rack	\$3,045.00	6	\$18,270.00
Cisco 1 Year SmartNet Total Care - Extended Service - Service - 8 x 5 x Next Business Day - Exchange - Parts	\$523.00	6	\$3,138.00
Cisco Digital Network Architecture Essentials - Term License - 1 Switch - 3 Year	\$923.00	6	\$5,538.00
Cisco 24port Switches with Smartnet & DNA Subscription			
Cisco Catalyst C9200L-24P-4G Ethernet Switch - 24 Ports - Manageable - Gigabit Ethernet - 10/100/1000Base-T, 1000Base-X - 2 Layer Supported - Modular - 4 SFP Slots - 370 W PoE Budget - Twisted Pair, Optical Fiber - 1U - Rack-mountable - Lifetime Limited W	\$1,525.00	2	\$3,050.00
Cisco 1 Year SmartNet Total Care - Extended Service - Service - 8 x 5 x Next Business Day - Exchange - Parts	\$258.00	2	\$516.00
Cisco Digital Network Architecture Essentials - Term License - 1 Switch - 3 Year	\$503.00	2	\$1,006.00
Ruckus Access Points with Cloud Subscription & Mounting Brackets			
Ruckus R670 Indoor Wireless Access Point	\$893.00	40	\$35,720.00
Ruckus One Essentials Cloud Subscription License for Single Access Point - 1 Year	\$78.00	40	\$3,120.00
Ruckus Mounting Bracket for Wireless Access Point	\$20.00	40	\$800.00
* Optional Subtotal:			\$71,158.00

Description	Price	Qty	Ext. Price
* Travel estimate does not include cost(s) of hotel stay for 1-2 nights			
Engineering/Project Management - M-F - Standard Billing Hours - 6a-6p - Estimated	\$243.00	96	\$23,328.00
Travel per hour - Engineering/Project Manager	\$115.50	5	\$577.50

<p>SCOPE General</p> <ul style="list-style-type: none"> - Replace 8x Existing Cisco switches with direct replacements - Implement new Cloud Controller-based Wireless networking with 40x Ruckus Access Points to replace Aged Cisco APs and on-prem controllers <p>Network - Switch Replacement (access or core; all makes/models)</p> <ul style="list-style-type: none"> - Configure new switch to best practices and update to current firmware. - Pull old switch, install new switch and re-cable. - Verify connectivity and troubleshoot as necessary. <p>Network - Wireless Access Points - Implement or replace</p> <ul style="list-style-type: none"> - Configure and install new wireless access points - Verify connectivity and troubleshoot as necessary. - Unless otherwise indicated, all tasks relating to the physical installation of wireless access points is out of scope. <p>Network - Wireless Cloud Controller Implementation</p> <ul style="list-style-type: none"> - Configure a cloud wireless controller account - Configure network and security settings for wireless networks - Register wireless access points with the cloud controller (outage required) <p>ASSUMPTIONS General</p> <ul style="list-style-type: none"> - 48 outages are estimated during this engagement. - Client will respond and provide accurate information as needed in a timely manner - Data will be backed up per the customer's normal processes prior to any data migration - 0 network cables are required to properly complete this engagement. - Existing Cables will be re-used - All required PPE (Personal Protective Equipment) will be supplied by the client. - Disposal of any hardware and/or packaging materials will be completed by the client <p>Network - Switch Replacement (access or core; all makes/models)</p> <ul style="list-style-type: none"> - Client has necessary licensing and support for equipment being installed prior to the start of project work. - Current running configuration from existing switches will be provided or Rehmann will have remote administrative-level access to the switches being replaced. - The area where the new switch will be installed is accessible and free from obstructions. Example: cables that would prevent the old unit from being removed or the new unit from going in. - There is space to install and power the new switch next to the old switch, simultaneously, for the most seamless cutover experience. - Cutover outages will be scheduled during normal business hours. Cutover can be scheduled after 6:00pm or on a weekend for an additional fee. <p>Network - Wireless Access Points - Implement or replace</p> <ul style="list-style-type: none"> - A wireless survey has been performed prior to work commencing. If no wireless survey, client agrees that coverage is best effort only. - Client has switches that support Power over Ethernet (PoE) in order to power the access points. PoE injectors can be purchased for an additional charge. - Cutover outages will be scheduled during normal business hours. Cutover can be scheduled after 6:00pm or on a weekend for an additional fee. - TCMCF IT staff will perform physical AP removal and installation tasks - Network, SSID and other security settings of importance have already been decided by the client and can be provided. <p>Network - Wireless Cloud Controller Implementation</p> <ul style="list-style-type: none"> - All network ports and access points exist and are configured properly. - Network, SSID and other security settings of importance have already been decided by the client and can be provided. - Cutover outages will be scheduled during normal business hours. Cutover can be scheduled after 6:00pm or on a weekend for an additional fee. <p>RISKS General</p> <ul style="list-style-type: none"> - We do our best to anticipate problems but troubleshooting may incur additional labor. - We do our best to anticipate data transfer times but environmental variables may incur additional labor. - If needed, overnight accommodations and incidental expenses are not included in fixed fee engagements and are billed separately <p>Network - Switch Replacement (access or core; all makes/models)</p> <ul style="list-style-type: none"> - Shipping errors or backorders, defective/incorrect parts, or other hardware issues may cause unexpected delays. - An outage is required for all device connections being moved at the time of cutover. - Rehmann will test connectivity at the time of cutover to the new switch, but issues may arise later with devices that were not active and on the network during 			
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Description	Price	Qty	Ext. Price
<p>testing.</p> <p>Network - Wireless Access Points - Implement or replace</p> <ul style="list-style-type: none"> - Shipping errors or backorders, defective/incorrect parts, or other hardware issues may cause unexpected delays. - If migrating from older wireless encryption standards, some legacy devices may not be compatible with the new standard. - If migrating to Wi-Fi 6, some devices may not be compatible and/or require additional updates in order to function. - APs broadcasting the 6GHz band or using high powered transmit rates may require more power than POE or POE+ interfaces can support and require additional cables and switch interfaces, POE++ injectors, or uplinked switch replacement <p>Network - Wireless Cloud Controller Implementation</p> <ul style="list-style-type: none"> - If migrating from older wireless encryption standards, some legacy devices may not be compatible with the new standard. - If wireless access points are not properly licensed, under support, and upgraded to compatible firmware releases, additional labor may be incurred and project timelines may be extended. 			
	* Optional Subtotal:		\$23,905.50

\$ 95,063.5