OFFICIAL PROCEEDINGS

CITY COUNCIL
ELECTRICAL ADVISORY COMMITTEE
CITY OF ESCANABA, MICHIGAN
Special Joint Meeting
Wednesday, November 3, 2010

Pursuit to a special meeting posted October 29, 2010, the meeting was called to order by the Mayor Gilbert X. Cheves at 6:00 p.m. in the Council Chambers of City Hall located at 410 Ludington Street.

Present: Mayor Gilbert X. Cheves, Mayor Pro Tem Leo J. Evans, Council Members Patricia A. Baribeau, and Pete Baker, and Council Member Nelson.

Absent: None.

Present: Electrical Advisory Committee Members: Chairman Ronald Beauchamp, Ann Bissell, Glendon Brown, Don Racicot, Tim Wilson, and Larry Arkens.

Absent: John Anthony (excused out of the community), and John Mellinger

Also Present: City Manager James V. O'Toole, Electric Superintendent Mike Furmanski, City Controller Mike Dewar, City Attorney Ralph B.K. Peterson, Consultant Tom Butz of Power Systems Engineering (PSE), Power Plant Manager Jerry Pirkola, members of the public, and media.

UNFINISHED BUSINESS - None

CONFLICT OF INTEREST – None

PUBLIC HEARING - None

NEW BUSINESS

Power Plant Negotiation Status/Update.

City Administration made a presentation (See Attachment – A) which included a summary of the discussions and deliberations with Traxys North America, an analysis of the financial impacts of the various power options available including options if an Asset Purchase Agreement was not reached between the City of Escanaba and Traxys North America, the status of the Operation and Maintenance Agreement between the City of Escanaba and the Upper Peninsula Power Company, and an overview of expenditures incurred in negotiating the sale of the Power Plant. PSE Consultant Tom Butz reviewed a summary list of preferred alternatives.

City Manager O'Toole and City Attorney Peterson reviewed and responded to questions raised by Council and Committee Members over the last month, and reviewed the most current Letter of Understanding (See Attachment – B). Manager O'Toole advised the

Letter of Understanding would be discussed and a public hearing at a regular Council Meeting on November 4, 2010. Other topics of discussion included the following:

- PSE Consultant Tom Butz reviewed conditions of the Asset Power Agreement (APA);
- Manager O'Toole reviewed the Public Input Schedule found in Attachment - A;
- Administration answered various questions regarding the potential sale of the Power Plant, raised concerns on Traxys commitment, and changes made from the first proposal, and termination agreement;
- Administration reviewed and answered concerns regarding the Termination Agreement;
- Raised concerns of legal issues and protection of the community;
- It was brought up that Traxys did have a track record and that this was not their first time converting a power plant to biomass;
- Members of the public needed to be aware the sale price of the Power Plant was $4.1 million;
- It was suggested to contact the village of Lanse to verify that Traxys was a good citizen in their community;
- Briefly reviewed a draft Mutual Termination of the Generating Agreement. Members were asked to submit any concerns by noon the following day;

GENERAL PUBLIC COMMENT - None

COUNCIL/COMMITTEE, STAFF REPORTS - None

ADJOURNMENT

Hearing no further public comment, or further reports from the Electrical Advisory Committee and Council, the meeting adjourned at 8:13 p.m.

Respectfully submitted,

Robert S. Richards, CMC
City Clerk

Approved: ______________________
Gilbert X. Cheves, Mayor

ATTACHMENT A

Joint City Council and Electrical Advisory Committee Study Session 11/03/10

1

Approved City of Escanaba Power Plant Referendum Language

"Shall the Escanaba City Council have the authority to sell the electric utility plant, equipment and assets including up to 40 acres of real property where said assets are located to another entity for continued plant operations?"

2

City Council Letter of Intent to Negotiate

- November 11, 2009, the Escanaba Electrical Advisory Committee recommended Council proceed with negotiations on the sale of the Power Plant naming Traxys N. A. as the primary purchaser and DTE Energy Services as the alternate purchaser.
- December 3, 2009, Traxys N.A. accepts selection as primary purchaser.
- December 17, 2009, Council authorized administration to proceed with a Letter of Intent to negotiate with Traxys N. A. for the sale of the Power Plant.

3

Considerations for Weighing Alternatives

- Plant Sale
  - Yes
  - No
- Plant Cost Responsibility
  - Escanaba
  - Purchasing Party
- Sale Timing
  - Dec 2010
  - June 2011
- Plant Operations
  - Idling Plant End of 2013
  - Continuing Operating Plant

4

ATTACHMENT A

Description of Alternatives

- Alternative 1
  - City Enters into a 30 month O/M Agreement
  - Sale of Plant to Traxys N.A. With a 30 Month Traxys N.A. Power Purchase Agreement (PPA)
- Alternative 2
  - City Enters into a 30 month O/M Agreement–
  - No Sale of Plant to Traxys N.A. With a 30 Month Traxys N.A. Power Purchase Agreement (PPA)
- Alternative 3
  - Sale of the Plant in June, 2011 With a Market Power Purchase (not obligated to Traxys N.A.)

5

Description of Alternatives (Cont)

- Alternative 4
  - No Plant Sale
  - City Runs Plant Through November, 2013, Then Places Power Plant in Standby Sale Ready Mode or Seek Referendum to Dispose
    - Assumes that the operating cost at the plant will match the cost trends of the last 6 months.
    - Assumes that a new operating agreement is put in place (as the current operating agreement expires in June 2011).
    - Assumes that the power is purchased at locational marginal pricing (LMP), with no power contracts in place.
    - Assumes that the demand for electricity from the plant diminishes over time as transmission system improvements are made until the plant is not needed by November 2013 and the plant can be put in standby sale ready mode.

6

Description of Alternatives (Cont)

- Alternative 5
  - No Plant Sale – City Owns and Operates Plant Indefinitely
  - Power Plant in Sale Ready Mode(Tax Incentives expire by 2013)
    - Assumes that the initial operating costs at the plant will match the trends of the last 6 months.
    - Assumes that a new operating agreement is put in place (as the current operating agreement expires in June 2011).
    - Assumes that the power is purchased at locational marginal pricing (LMP), with no power contracts in place.
    - Assumes that the demand for electricity from the plant diminishes over time as transmission system improvements are made until the plant is not needed by November 2013.
    - Under this alternative it is assumed that higher electric rates will be passed onto the consumers.

7

Summary of Alternatives

Alternative	Plant Sale	Escanaba Drops Plant Cost Responsibility	Plant Sale Date	Plant Operations
Alt 1	Yes	Dec 2010	Feb 2011	Long Term
Alt 2	No	Dec 2010-June 2013	N/A	Dec 2013
Alt 3	Yes	June 2011	June 2011	Long Term
Alt 4	No	Dec 2013	N/A	Dec 2013
Alt 5	No	N/A	N/A	Long Term

8

ATTACHMENT A

Comments on Alternatives

- **Alternative 1** – Current Negotiated Position
- **Alternative 2** – Fall back position in the event there is not a closing on the sale of the power plant
- **Alternative 3** – Sale of Plant at the end of the current operating agreement – no current party identified
- **Alternative 4** – No Buyer for Plant – Seeking to idle plant operation by December 2013 – Plant Remains for Sale (new Plant Operator June 2011)
- **Alternative 5** – No Buyer for Plant – Continue to Operate Plant "as is" (new Plant Operator June 2011)

9

Measures for Alternatives

- June 2015 Cash Balance
  - Assume 4.7% Annual Rate Increases
  - Beginning Cash Balance $9.5 Million
- Profit and Loss Summary Five Year
  - Assume 4.7% Annual Rate Increases
- Annual Rate Increases Required to Balance Budget

10

Electric Fund Cash Balance Summary

Alternative	Change in Cash Balance in Millions	Ending Cash Balance in Millions
Alt 1	$7.2	$16.7
Alt 2	($1.2)	$8.3
Alt 3	$4.8	$14.3
Alt 4	($3.8)	$5.7
Alt 5	($12.7)	($3.2)

11

Five Year Profit and Loss Summary

Alternative	P&L Millions
Alt 1	($1.5)
Alt 2	($10.0)
Alt 3	($1.5)
Alt 4	($14.7)
Alt 5	($21.0)

Note:P&L Results Driven by Accounting Loss in Selling Plant

12

ATTACHMENT A

Rate Increases Required to Balance Budget (%)

Alt	2011–2012	2012–2013	2013–2014	2014–2015	2011–2015 Composite
Alt 1	1.9	0.5	0.6	5.3	8.4
Alt 2	6.7	4.1	17.1	6.7	38.8
Alt 3	(2.2)	5.2	0.5	5.2	8.8
Alt 4	26.3	11.5	(10.9)	12.0	40.5
Alt 5	26.3	11.6	(1.5)	25.1	73.6

Summary of Preferred Alternative

- Alternative 1 is clearly the best alternative for the following reasons:
  - Allows City to Purchase Power at a Fixed Rate,
    - Lower Wholesale Power Costs
    - Much More Stable Retail Rates
  - Removes Uncertainty of Plant Maintenance or Capital Costs
  - Preserves Plant Jobs
    - Potential for Additional Fuel Supply Jobs
  - Provides Continued Plant Operation
  - Fixes City Costs of Environmental Remediation
    - Cost Covered by Plant Sale Revenue
  - Eliminates Future Demolition Costs

Summary of Alternative 2

- Advantages
  - The need to negotiate a new operating agreement is eliminated
  - Environmental Remediation is Addressed
  - Continued Plant Employment for at Least 30 months
  - Plant costs are covered for at Least 30 months
  - Fixed Rate PPA for at Least 30 months
    - At Competitive Rates
- Disadvantages
  - Needing to Take Back Plant Costs After 30 Months
  - City Faces Future Potential Demolition and Additional Environmental Remediation Costs
  - Likelihood of a viable Plant Sale Decrease as December 2013 Deadline for Federal Production Tax Credit Approaches

Summary of Alternative 3

- Advantages
  - Allows City to Purchase Power at a Fixed Rate (Market Purchase),
    - Lower Wholesale Power Costs
    - Much More Stable Retail Rates
  - Removes Uncertainty of Plant Maintenance or Capital Costs
  - Preserves Plant Jobs
    - Potential for Additional Fuel Supply Jobs
  - Provides Continued Plant Operation
  - Fixes City Costs of Environmental Remediation
    - Cost Covered by Plant Sale Revenue
  - Eliminates Future Demolition Costs
  - No Need to Pay Environmental Remediation Before Close of Sale
- Disadvantages
  - No Viable Identified Buyers Known for June 2011 Timeframe

Summary of Alternative 4

- Advantages
  - Plant is Properly Maintained
  - Continued Plant Employment through December 2013
- Disadvantages
  - Likelihood of a viable Plant Sale Decrease as December 2013 Deadline for Federal Production Tax Credit Approaches
  - Excessive Projected Rate Increases
  - Dependent On Timing of ATC Improvements in Order to be Able to Put Plant on Standby

17

Summary of Alternative 5

- Advantages
  - Plant is Properly Maintained
  - Continued Plant Employment
- Disadvantages
  - Likelihood of a viable Plant Sale Decrease as December 2013 Deadline for Federal Production Tax Credit Approaches
  - Continued Plant Costs Requires Even More Excessive Projected Rate Increases
  - Dependent On Timing of ATC Improvements in Order to be Able to Put Plant on Standby

18

Recent Questions Raised

- Q. Why does the city need to provide a 3 yr operating agreement if Traxys N.A. wants to take ownership of the plant by July, 2011?
- A. The 3 yr operating agreement is a means to provide
  1. Traxys N.A. the opportunity to secure necessary items before closing on the sale of the plant;
  2. A plant operator in the event that the sale doesn't close.

19

Recent Questions Raised (Cont)

- Q. Why does Traxys N.A. want 30 months to "test drive" the plant?
- A. Traxys N.A. is not asking for a "test drive." The operating agreement only comes into play if the plant sale does not occur by July, 2011.

20

ATTACHMENT A

Recent Questions Raised (Cont)

- Q. Why would the city take back the plant costs for 6 months after having a 30 month operating agreement with Traxys N. A. ?
- A. The City is assuming that it will take approximately 36 months for ATC to complete area transmission system improvements. Traxys N. A. is only willing to commit to a 30 month period of covering the plant costs. If the City desires Traxys N. A. to operate the plant for the additional 6 months, the City would be responsible for plant costs.

21

Recent Questions Raised (Cont)

- Q. Will the City know for certain the status of the plant for the next 36 months?
- A. The only certainty the City will have is if the plant sale closes by July 2011. If the sale does not close, there is a need for a plant operator. The current deal offers a plant operator arrangement and an attractively priced PPA for 30 months.

22

Recent Questions Raised (Cont)

- Q. Is the City committed to a full 30 month term PPA if the plant sale closes?
- A. No. The City has the option of early terminating of the PPA, once the plant is converted to biomass and deemed commercially available.

23

Recent Questions Raised (Cont)

- Q. If the plant sale does not close, does the City have the right to find another buyer for the plant after July, 2011?
- A. Yes, the City has the option to find another buyer, but the City and Traxys N.A. would need to terminate the PPA and the plant operating agreement.

24

Recent Questions Raised (Cont)

- Q. What is the expected customer rate impact of selling the plant?
- A. Based on the following chart, it is clear that alternatives of not selling the plant are the most expensive. Selling the plant has the potential to provide electric rate stabilization, and avoids excessive rate increases in the next four years.

Rate Increases Required to Balance Budget (%)

Alt	2011–2012	2012–2013	2013–2014	2014–2015	2011–2015 Composite
Alt 1	1.9	0.5	0.6	5.3	8.4
Alt 2	6.7	4.1	17.1	6.7	38.8
Alt 3	(2.2)	5.2	0.5	5.2	8.8
Alt 4	26.3	11.5	(10.9)	12.0	40.5
Alt 5	26.3	11.6	(1.5)	25.1	73.6

Recent Questions Raised (Cont)

- Q. Since December 17, 2009, what expenses have been incurred in trying to sell the power plant?
- A. A total of $316k has been spent to date and include:
  - $139k for Power System Engineering (roughly 70% for Plant Sales, 30% for Purchase Power and MISO),
  - $158k legal fees,
  - $19k environmental and title work.

Recent Questions Raised (Cont)

- Q. What is a summary of costs for the new substation?
- A. The new substation is needed regardless if the plant is sold or not. The estimated cost of the substation is $2.9 million.

ATTACHMENT A

Recent Questions Raised (Cont)

- Q. What is a summary of MISO related costs related to the plant sale?
- A. There is no change in MISO costs during the process of selling the plant.

29

Recent Questions Raised (Cont)

- Q. Why is Traxys N. A. insisting on beginning the remediation immediately and having the City initially pay for the environmental remediation?
- A. There is a 45 day period from the date of sale to the time when the Baseline Environmental Assessment must be completed, and starting on the cleanup sooner allows more time to complete the cleanup. The City is requiring that an acceptable APA be signed before paying for cleanup.

30

Recent Questions Raised (Cont)

- Q. If the July, 2011 deadline passes without the plant sale closing, what are the options for the City?
- A. The City has the immediate option to pursue another buyer, and the right to terminate the operating agreement, and PPA. A strong indication on the status of the deal will be known before the July, 2011 deadline. This will allow the City to pursue other options. If the City continues with the 30 month deal, it has the advantages of not paying the plant costs.

31

Recent Questions Raised (Cont)

- Q. What Impact is UPPCO having in the negotiations of selling the plant?
- A. The City and UPPCO need to terminate the current operating agreement by December 2010 in order to close a deal with Traxys N.A. Discussions on this topic are ongoing with UPPCO.

32

ATTACHMENT A

Recent Questions Raised (Cont)

- Q. What impact does the Coal Dock agreement have on Traxys N. A. ability to operating and purchasing the plant (Alternative 1)?
- A. Traxys N. A. needs a coal dock agreement until such time that the plant is converted and deemed commercially available. The City and Traxys N. A. and Reiss Coal company continue to work on an agreement.

Recent Questions Raised (Cont)

- Q. What impacts do the ash disposal costs have on the agreement?
- A. Traxys N. A. needs an agreement for both an ash disposal rate and an environmental cleanup disposal rate. The City and Traxys N. A. and the Delta Solid Waste Management Authority continue to work on an agreement.

Recent Questions Raised (Cont)

- Q. What impacts do the environmental cleanup costs have on the agreement?
- A. As a result of the Baseline Environmental Assessments, environmental issues must be addressed at the plant. Alternative 1 assumes the City will pay $2.5 million on a fixed fee basis to Traxys N.A. prior to closing on the asset sale. Cleanup costs are estimated to range from $2.2 to $2.8 million. The City's cost will be fixed at $2.5 million regardless of actual cleanup costs.

Recent Questions Raised (Cont)

- Q. Can you Summarize the maintenance and capital costs incurred at the plant since the negotiations began
- A. The City is required to be properly the plant maintained while owned by the City.

ATTACHMENT A

Status of Agreements Discussion

- Status of Discussions
  - Letter of Understanding Discussion
- Agreements Required (Needed by 11/10/2010)
  - Traxys N. A. Asset Purchase Agreement (APA)
  - Early Termination of UPPCO Operating Agreement
  - Traxys N. A. Power Purchase Agreement (PPA)

Public Input

- November 3, 2010 Study Session
- November 4, 2010 Public Hearing on Letter of Understanding between City of Escanaba and Traxys N. A.
- November 10, 2010 Public Hearing to review proposed agreements
  - APA
  - UPPCO Early Termination
  - PPA
- November 18, 2010 Public Hearing and Council Action

ATTACHMENT B

November 3, 2010

Deleted: 2

LETTER OF UNDERSTANDING

Traxys North America
825 Third Avenue – 9th Floor
New York, NY 10022
Attention: Jonathan Director
General Counsel

Escanaba Electric Company, LLC
P.O. Box 695
29639 Willow Road
White Pine, MI 49971
Attention: Michael Reid

Gentlemen:

Thank you for meeting with the City representatives on October 6, October 13, and October 26, 2010. After detailed discussion & deliberations it is our understanding that both the City of Escanaba, Michigan ("City") and Traxys North America LLC ("Traxys N.A.") through their subsidiary Escanaba Electric Company ("E.E.C.") have agreed in principle to the following items, which amend the terms of the Term Sheet of June 22, 2010, between Traxys N.A. and the City ("Term Sheet"). Except to the extent that the items of the Term Sheet are amended or supplemented as set forth herein, all of the provisions of the Term Sheet, including the sections entitled "Non-binding" and "Exclusivity", remain unaffected through November 10, 2010; if an asset purchase agreement shall not have been entered into as of such date then this Letter of Understanding and the Term Sheet shall expire.

Deleted: :if

INTENTION AND UNDERSTANDINGS

E.E.C. will enter into an asset purchase agreement ("APA") which obligates E.E.C. to purchase the plant contingent on the following three conditions precedent:

Deleted: among others

1. That E.E.C. receives an air permit from the MDRNE with terms satisfactory to E.E.C.

2. That E.E.C. is able to secure MISO approval to take units out of service for biomass conversion on a time table satisfactory to E.E.C.

3. That E.E.C. is able to negotiate a satisfactory third party renewable power sales agreement.

Under the APA, E.E.C. will purchase the Escanaba Power Plant facility on an "as-is, where-is" basis. The APA will include the following representation and warranty by the City, among others:

As of the date of this Agreement, the Operating Agreement between the Upper Peninsula Power Company ("UPPCO") and the Seller is in full force and effect. There is no pending claim of default under the Operating Agreement and to the best of Seller's knowledge; there is no basis for such a claim. To the best of Seller's knowledge, the Generating Facilities, as defined in the Operating Agreement, have been maintained in a good state of repair and operating efficiency. The Seller has received from UPPCO an annual budget covering the projected costs of operating and maintaining the Generating Facilities for each of the years 2008, 2009, and 2010. The Seller has approved the maintenance and capital improvement projects proposed in these budgets except for those projects listed below. The Seller has paid all amounts set forth on these budgets as the amounts have become due and payable in accordance with the terms of the Operating Agreement. For purposes of this representation, knowledge means the actual knowledge of the Seller's Electric Superintendant or the City Controller.

Deleted: acknowledgement

LIST OF EXCLUDED PROJECTS

The following is a list of the projects included in UPPCO's budgets for 2008, 2009 and 2010, that Seller did not approve:

Year	Project	Amount
2008-09	Women's Locker Room	$35,000
2009-10	Site Paving for Fugitive Dust Control	30,000
	Combustion Turbine Fuel Oil Meter	15,000
2010-11	Replace Unit 2 Exciter	200,000
	Replace Unit 1 Condenser Inlet Valve	12,000
	Replace Unit 2 Condenser Inlet Valve	12,000
	Replace Septic System Drain Field	25,000
	Replace Hyd. Power for Circ. Water Control	12,000
	Site Paving for Fugitive Dust Control	40,000

Pursuant to the APA, E.E.C. will commence operating the Escanaba Power Plant on or about December 15, 2010, for a firm period of thirty (30) months ("the Thirty Month Period"). All plant operating costs will be the obligation of E.E.C. and E.E.C. will be entitled to retain all appropriate MISO revenues related to the plant during the 30 month period. The City shall have the option to require E.E.C. to continue operating the Escanaba Power Plant for a further period of six (6) months ("the 6 Month Period") but during the six (6) month period all plant operating costs shall be borne by the City and E.E.C. shall receive a management fee of $1.00. The City will sell and E.E.C. will buy on a month-to-month basis coal off the Reiss Coal Dock to E.E.C. at a price of US$101.72 per ton during the thirty (30) month period. The coal will be reconciled upon a mutually agreeable method and the coal burn and cost of coal will be deducted from the energy charge monthly billing under the power purchase agreement referred to below.

On the date of closing of the APA, the City will sell and E.E.C. will buy the remaining coal on the Reiss Coal Dock at US$101.72 per ton.

The City will obtain the consent of UPPCO upon terms agreeable to the City to terminate the Operating Agreement between the City and UPPCO effective on or about December 15, 2010. In the event the closing of the sale under the APA is not completed by July 31, 2011, the City would have the right to seek other buyers and to terminate the APA.

As to environmental issues, the City will agree to pay for remediation costs on a fixed fee basis of two million five hundred thousand ($2,500,000) dollars to E.E.C., prior to closing on the asset sale. It is contemplated that the remediation work will commence on or about November 8, 2010, under the supervision of E.E.C. and in accordance with the Weston Cost Estimate Comparison for remediation activities and engineering controls dated October 12, 2010, as defined in attachment #1 and to the satisfaction of E.E.C. and the City of Escanaba. However, funding will only be provided by the City upon execution of the APA. Upon the execution of the APA, the City will pay for the remediation as the work is completed and billed. Traxys N.A. will commit to spending $650,000.00 above and beyond the ($2,500,000) dollars starting on or about November 8, 2010, by installing engineering controls. In the event that the sale is not closed prior to July 31, 2011, Traxys N.A. would reimburse the City for 14% of the amount actually disbursed by the City to E.E.C., up to $350,000 upon demand. Traxys N. A. would have no further claim for remediation costs.

E.E.C. agrees to accept all environmental liability with the following exceptions:

(a) EPA 114 risks.

(b) Ground water contamination.

(c) Off-site transport of hazardous materials prior to commencement of any remediation activities.

In the event that the asset purchase and sale is not closed prior to July 31, 2011, through no fault of the City and said failure to close on the part of E.E.C. is not due to the failure to satisfy any of the closing conditions, Traxys N.A. shall pay the City Two Hundred Fifty Thousand ($250,000) Dollars as liquidated damages upon demand.

The City agrees to enter into a thirty (30) month power purchase agreement ("the PPA") with E.E.C. E.E.C. will sell the City all of its power needs at a fixed price of $66.00 per megawatt hour using a MISO FinSched as a means of allowing the City the means of purchasing energy at a fixed price. Upon the conversion of both units to biomass with both deemed commercially available, the City shall have the unilateral option to terminate the PPA upon sixty (60) days notice to E.E.C.

Pursuant to the APA, E.E.C. agrees to commit to meet the requirements of the Grant in Lieu of Production Tax Credit (PTC)/Investment Tax Credit (ITC) Tax Credit program as defined in the American Recovery and Reinvestment Act of 2009 by making qualified investments of approximately one and one-half million ($1,500,000) Dollars prior to December 31, 2010.

Traxys N.A., the parent company of the Escanaba Electric Company, shall guarantee the obligations of E.E.C. with respect to E.E.C.'s operation of the Escanaba Power Plant and under the PPA.

If this letter outlines the intentions and terms as you understand them, please sign the letter and return to me for my signature.

Very truly yours,

James V. O'Toole
Escanaba City Manager

Traxys N.A. agrees that the above is a fair representation of the understanding arrived at by the parties on October 6, 2010 and in conversations thereafter.

Jonathan Director
Traxys General Counsel

Escanaba Electric Company LLC agrees that the above is a fair representation of the understanding arrived at by the parties on October 6, and in conversations thereafter.

Michael Reid
Escanaba Electric Company LLC

Attachment #1 – Comparison for Remediation Activities and Engineering Controls