



City Council Agenda

December 18, 2023
7:00 p.m.

City Council Chambers
97 N. Broad Street
Hillsdale, MI 49242

I. Call to Order and Pledge of Allegiance

II. Roll Call

III. Approval of Agenda

IV. Public Comments on Agenda Items

V. Consent Agenda

- A. Approval of Bills
 - 1. City and BPU Claims of November 30, 2023: \$324,553.35
 - 2. Payroll of December 7, 2023: \$196,631.39
- B. City Council Minutes of December 4, 2023
- C. Shade Tree Minutes of November 1, 2023
- D. Finance Minutes of December 4, 2023
- E. Public Services Committee Minutes of November 13, 2023 and December 11, 2023
- F. EDC Minutes of October 17, 2023
- G. BPU Industrial Sub Switchgear
- H. BPU Transmission Line Clearance (West)
- I. 2024 Committee Meeting Dates
- J. Hillsdale College Street Closure Request
- K. Retirement Pension Report
- L. Retirement Health Care Report
- M. Mitchell Research Center Lease

VI. Communications/Petitions

- A. Match on Main Grant Funding Opportunity
- B. Hillsdale County Commissioner Update- Doug Ingles, District 1

VII. Introduction and Adoption of Ordinances/Public Hearing

VIII. Old Business

- A. City Hall Carpet Bid Award

IX. New Business

- A. Trident Property and Casualty Insurance
- B. Vested Risk Strategies Insurance Services Agreement
- C. Set Public Hearing –Ordinance Amendment for Parades/Special Events
- D. EcoSmart Choice Program
- E. Amendment to BPU Rules and Regulations (Resolution)
- F. 2024 Poverty Exemption Guidelines (Resolution)
- G. Handicap Parking Space -92 N. Broad St.
- H. Dial-A-Ride Fleet Bus Purchase
- I. Dial-A-Ride Fleet Bus Purchase Approval

X. Miscellaneous Reports

- A. Proclamation- None
- B. Appointments – Airport Advisory Committee – Daryl Hart
Reappointments – Airport Advisory Committee – Martin Beeker, Troy Brocato
- C. Other- None

XI. General Public Comment

XII. City Manager’s Report

XIII. Council Comment

XIV. Adjournment

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
 EXP CHECK RUN DATES 11/30/2023 - 11/30/2023
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
101-175.000-726.000	ELECTRODES FOR AED'S	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	127.99	725
101-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (NOV)	165.81	107527
101-175.000-802.000	DOMAIN RENEWALL FOR CITY	CARD SERVICES CENTER	B. JANES CREDIT CARD	17.17	725
Total For Dept 175.000 ADMINISTRATIVE SERVICES				310.97	
Dept 215.000 CITY CLERK DEPARTMENT					
101-215.000-726.000	EMBROIDERED CITY OF HILLSDALE LO	URBAN GRAFFITI	EMBROIDERED CITY OF HILLSDALE LOGO CLOI	109.10	107533
101-215.000-726.000	CASH TRANSMITTAL BAGS	CARD SERVICES CENTER	K. PRICE CREDIT CARD	170.58	725
101-215.000-726.000	PICTURE FRAME - CITY CLERK	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	11.65	725
101-215.000-810.000	MICHIGAN ASSOC MUNICIPAL CLERKS	CARD SERVICES CENTER	K. PRICE CREDIT CARD	75.00	725
Total For Dept 215.000 CITY CLERK DEPARTMENT				366.33	
Dept 257.000 ASSESSING DEPARTMENT					
101-257.000-726.000	SUPPLIES	URBAN GRAFFITI	FIELD STAFF UNIFORMS	211.50	107533
101-257.000-810.000	DUES & SUBSCRIPTIONS	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	25.00	725
101-257.000-956.000	TRAINING & SEMINARS	CCAA - CLINTON COUNTY ASSE	ASSESSOR CON ED	100.00	107470
Total For Dept 257.000 ASSESSING DEPARTMENT				336.50	
Dept 265.000 BUILDING AND GROUNDS					
101-265.000-726.000	SUPPLIES	GLEIS, INC.	WREATH FOR CITY HALL 2023	500.00	107487
101-265.000-726.000	WATER - CITY HALL	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	16.50	107489
101-265.000-726.000	AIR FRESHENER,CUTLRY,PLATES,CLOR	CARD SERVICES CENTER	K. PRICE CREDIT CARD	57.19	725
101-265.000-801.000	MATS AND SCRAPER FOR CH	CINTAS CORPORATION	MATS AND SCRAPER FOR CH	15.25	107471
101-265.000-801.000	MATS AND SCRAPER FOR CH	CINTAS CORPORATION	MATS AND SCRAPER FOR CH	15.25	107471
101-265.000-801.000	REPLACED LWCO AND INSTALLED 6 AU	JC MECHANICAL SERVICES, IN	REPLACED LWCO AND INSTALLED 6 AUTOMATIC	1,116.94	107496
101-265.000-801.000	CSD 1 TEST CHANGED SYSTEM COOL T	JC MECHANICAL SERVICES, INC	CSD 1 TEST CHANGED SYSTEM COOL TO HEAT	1,509.36	107496
101-265.000-930.000	32W T8 AND 3 LAMP T8 FOR CITY HA	AMERICAN COPPER AND BRASS,	32W T8 AND 3 LAMP T8 FOR CITY HALL	86.68	107459
Total For Dept 265.000 BUILDING AND GROUNDS				3,317.17	
Dept 301.000 POLICE DEPARTMENT					
101-301.000-726.000	\$200 EQUIPMENT ALLOWANCE REIMBUR	THAD DOTY	\$200 EQUIPMENT ALLOWANCE REIMBURSEMENT	200.00	107478
101-301.000-726.000	KEY COPY SGT. PRATT	GELZER HJ & SON INC	KEY COPY SGT. PRATT	3.29	107485
101-301.000-726.000	RECHARGEABLE BATTERY'S	CARD SERVICES CENTER	S. HEPHNER CREDIT CARD	300.15	725
101-301.000-742.000	BELT - RATHBUN	CARD SERVICES CENTER	S. HEPHNER CREDIT CARD	109.23	725
Total For Dept 301.000 POLICE DEPARTMENT				612.67	
Dept 336.000 FIRE DEPARTMENT					
101-336.000-726.000	BATTERY	CARD SERVICES CENTER	S. HEPHNER CREDIT CARD	219.15	725
101-336.000-810.000	MEMBERSHIP RENEWAL 11/1/23-1/06/	NFPA	MEMBERSHIP RENEWAL 11/1/23-1/06/25 - FC	175.00	107512
101-336.000-955.221	PHYSICALS, DRUG SCREENS FOR JUST	HILLSDALE HOSPITAL	PHYSICALS, DRUG SCREENS FOR JUSTIN LADI	168.00	107491
Total For Dept 336.000 FIRE DEPARTMENT				562.15	
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
101-441.000-726.000	WATER - 149 WATERWORKS	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	11.00	107489
101-441.000-742.000	CLOTHING / UNIFORMS	CINTAS CORPORATION	UNIFORMS, RAGS, MATS AND MOP HEAD	37.73	107471
101-441.000-742.000	CLOTHING / UNIFORMS	CINTAS CORPORATION	UNIFORMS, MOP HEAD, RAGS AND MATS	29.48	107471
101-441.000-801.000	MOP HEAD AND MATS	CINTAS CORPORATION	UNIFORMS, RAGS, MATS AND MOP HEAD	34.02	107471
101-441.000-801.000	MATS AND MOP HEAD	CINTAS CORPORATION	UNIFORMS, MOP HEAD, RAGS AND MATS	34.02	107471
101-441.000-801.000	SERVICE CALL - REPLACE ROLLER -	THE DOOR MAN	SERVICE CALL - REPLACE ROLLER - LUBE AN	75.00	107477
101-441.000-955.588	PHYSICAL FOR BROCK AND LUCAS	HILLSDALE HOSPITAL	PHYSICAL FOR BROCK AND LUCAS	130.00	107491
101-441.000-955.588	CDL PHYSICAL FOR AARON COLE	JONESVILLE HEALTH CARE PLI	CDL PHYSICAL FOR AARON COLE	100.00	107497
Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT				451.25	

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Fund 101 GENERAL FUND					
Dept 567.000 CEMETERIES					
101-567.000-726.000	CEMENTARY BASE 50X20 FOR OG	BECKER & SCRIVENS	CEMENTARY BASE 50X20 FOR OG	49.00	107464
101-567.000-726.000	HOT PATCH CEMITERYS	GERKEN MATERIAL, INC	HOT PATCH	54.00	107486
101-567.000-801.000	POSTAGE - CEMETERY LETTER	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	8.56	725
Total For Dept 567.000 CEMETERIES				111.56	
Dept 571.000 PARKING LOTS					
101-571.000-726.000	HOT PATCH PARKING LOT	GERKEN MATERIAL, INC	HOT PATCH	18.00	107486
Total For Dept 571.000 PARKING LOTS				18.00	
Dept 595.000 AIRPORT					
101-595.000-726.000	LIGHT BULBS FOR RUNWAY LIGHTS	AMERICAN COPPER AND BRASS,	LIGHT BULBS FOR RUNWAY LIGHTS	402.96	107459
101-595.000-726.000	WATER - AIRPORT	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	5.50	107489
101-595.000-726.000	PUFFS,TOILET PAPER, PAPER TOWEL, MARKET HOUSE		PUFFS,TOILET PAPER, PAPER TOWEL,ICE, SC	76.63	107506
101-595.000-726.000	BLADES FOR BATWING MOWER & GRASS SPRATT'S		BLADES FOR BATWING MOWER & GRASSHOPPER	395.88	107528
101-595.000-726.000	POSTAGE	CARD SERVICES CENTER	G. MOORE CREDIT CARD	66.00	725
101-595.000-801.000	MERCHANT EQUIP RENTAL BILLING	AVFUEL CORP	MERCHANT EQUIP RENTAL BILLING	20.00	724
101-595.000-801.000	REFUELING TRUCK RENTAL BILLING	AVFUEL CORP	REFUELING TRUCK RENTAL BILLING	950.00	724
101-595.000-801.000	TITLE FEE FOR DUMP TRUCK	CARD SERVICES CENTER	K. PRICE CREDIT CARD	15.31	725
101-595.000-930.000	KEYPAD ENTRY	AMAZON CAPITAL SERVICES, I	KEYPAD ENTRY	121.00	107458
101-595.000-930.000	SNOW PLOW SKID SHOES	AMAZON CAPITAL SERVICES, I	SNOW PLOW SKID SHOES	86.99	107458
101-595.000-930.000	REPAIRS TO AIRPORT SNOW PLOW	HILLSDALE COMMUNITY SCHOOI	REPAIRS TO AIRPORT SNOW PLOW	454.55	107490
101-595.000-930.000	REPAIRS TO AIRPORT SNOW PLOW	HILLSDALE COMMUNITY SCHOOI	REPAIRS TO AIRPORT SNOW PLOW	262.50	107490
101-595.000-930.000	REPAIRS TO AIRPORT FUEL TRUCK	HILLSDALE COMMUNITY SCHOOI	REPAIRS TO AIRPORT FUEL TRUCK	742.54	107490
Total For Dept 595.000 AIRPORT				3,599.86	
Dept 701.000 PLANNING DEPARTMENT					
101-701.000-726.000	SUPPLIES	URBAN GRAFFITI	FIELD STAFF UNIFORMS	41.50	107533
101-701.000-801.372	CONTRACTUAL SERVICES - CODE ENFO	PARRISH EXCAVATING, INC.	DEMOLITION 61 S HOWELL ST	38,316.30	107514
101-701.000-801.372	CONTRACTUAL SERVICES - CODE ENFO	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	8.56	725
101-701.000-956.200	LODGING & MEALS	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	(1.22)	725
Total For Dept 701.000 PLANNING DEPARTMENT				38,365.14	
Dept 728.000 ECONOMIC DEVELOPMENT					
101-728.000-801.000	SUPPLY,SETUP,INSTALL LIGHTS	LIGHT MIDWEST LLC	SUPPLY,SETUP,INSTALL LIGHTS	3,800.00	107503
Total For Dept 728.000 ECONOMIC DEVELOPMENT				3,800.00	
Total For Fund 101 GENERAL FUND				51,851.60	
Fund 202 MAJOR ST./TRUNKLINE FUND					
Dept 450.000 STREET SURFACE					
202-450.000-726.000	HOT PATCH MAJOR	GERKEN MATERIAL, INC	HOT PATCH	124.96	107486
202-450.000-726.000	HOT PATCH MAJOR	GERKEN MATERIAL, INC	HOT PATCH	217.44	107486
Total For Dept 450.000 STREET SURFACE				342.40	
Dept 450.500 TRUNKLINE SURFACE					
202-450.500-726.000	HOT PATCH MAJOR BPU	GERKEN MATERIAL, INC	HOT PATCH	53.25	107486
Total For Dept 450.500 TRUNKLINE SURFACE				53.25	
Dept 480.000 DRAINAGE					
202-480.000-726.000	GRADE STAKES FOR HUBS	JONESVILLE LUMBER	GRADE STAKES FOR HUBS	53.30	107498
Total For Dept 480.000 DRAINAGE				53.30	
Dept 490.000 TRAFFIC					
202-490.000-801.000	PAVEMENT MARKING ON BACON, HILLS MICHIGAN PAVEMENT MARKINGS		PAVEMENT MARKING ON BACON, HILLSDALE, F	1,977.36	107508

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Fund 202 MAJOR ST./TRUNKLINE FUND					
Dept 490.000 TRAFFIC					
Total For Dept 490.000 TRAFFIC				1,977.36	
Total For Fund 202 MAJOR ST./TRUNKLINE FUND				2,426.31	
Fund 203 LOCAL STREET FUND					
Dept 450.000 STREET SURFACE					
203-450.000-726.000	HOT PATH LOCALS	GERKEN MATERIAL, INC	HOT PATCH	612.02	107486
203-450.000-726.000	GRADE STAKES FOR HUBS	JONESVILLE LUMBER	GRADE STAKES FOR HUBS	53.31	107498
Total For Dept 450.000 STREET SURFACE				665.33	
Dept 480.000 DRAINAGE					
203-480.000-726.000	GRADE STAKES FOR HUBS	JONESVILLE LUMBER	GRADE STAKES FOR HUBS	53.31	107498
Total For Dept 480.000 DRAINAGE				53.31	
Dept 900.000 CAPITAL OUTLAY					
203-900.000-970.000-215005	WESTWOOD PROJECT - ROAD/STORM	PARRISH EXCAVATING, INC.	WESTWOOD UTILITY AND ROAD RECONSTRUCTIC	16,039.80	107514
Total For Dept 900.000 CAPITAL OUTLAY				16,039.80	
Total For Fund 203 LOCAL STREET FUND				16,758.44	
Fund 204 MUNICIPAL STREET FUND					
Dept 572.000 LEAF COLLECTION					
204-572.000-801.000	LEAF COLLECTION 11.13 - 11.17	DRY MAR TRUCKING & DIRTWO	LEAF COLLECTION 11.13 - 11.17	2,177.50	107479
Total For Dept 572.000 LEAF COLLECTION				2,177.50	
Total For Fund 204 MUNICIPAL STREET FUND				2,177.50	
Fund 208 RECREATION FUND					
Dept 751.000 RECREATION DEPARTMENT					
208-751.000-726.000	JACKET "HILLSDALE RECREATION"	URBAN GRAFFITI	JACKET AND PULLOVER SWEATER - EMBROIDEF	78.75	107533
208-751.000-726.000	PLATES,NAPKINS FOR KICKOFF BASKE	CARD SERVICES CENTER	M. LOREN CREDIT CARD	142.77	725
208-751.000-801.008	11/11/2023 5 GAMES @ \$25	BRUCE ALAN BRITTON	BASKETBALL OFFICIATING	200.00	107468
208-751.000-801.008	11/11/2023 5 GAMES @ \$25	DANIEL TRUDELL	BASKETBALL OFFICIATING	200.00	107475
208-751.000-801.008	11/11/2023 6 GAMES @ \$25	JACE LENNOX	BASKETBALL OFFICIATING	225.00	107494
208-751.000-801.008	11/11/2023 6 GAMES @ \$15	KIERSTYN SHIANNE FRANCIS	BASKETBALL SCORE TABLE	165.00	107499
208-751.000-801.008	11/11/2023 5 GAMES @15	MATTHEW DAVID FRISTIK	BASKETBALL - SCORE TABLE	120.00	107507
208-751.000-801.008	11/11/2023 3 GAMES @ \$25	RICARDO JUAN LERMA	BASKETBALL OFFICIATING	75.00	107522
208-751.000-801.008	11/11/2023 5 GAMES @ \$30	WILLIAM J. MULLALY	BASKEBALL OFFICIATING @ \$30/GAME	240.00	107536
208-751.000-801.008	11/18/2023 3 GAMES @ \$25	WILLIAM PEIFFER	BASKETBALL OFFICIATING	75.00	107537
Total For Dept 751.000 RECREATION DEPARTMENT				1,521.52	
Total For Fund 208 RECREATION FUND				1,521.52	
Fund 247 TAX INCREMENT FINANCE ATH.					
Dept 900.000 CAPITAL OUTLAY					
247-900.000-801.000-215004	LIGHTS & GARLAND FOR TREES/POLES	GELZER HJ & SON INC	LIGHTS & GARLAND FOR TREES/POLES DOWNTC	464.88	107485
247-900.000-964.000	REFUND DONATION-DAWN THEATER MOV	JACK MCLAIN	REFUND DONATION FOR DAWN THEATER MOVIE	1,300.00	107495
Total For Dept 900.000 CAPITAL OUTLAY				1,764.88	
Total For Fund 247 TAX INCREMENT FINANCE ATH.				1,764.88	
Fund 252 CONTRIBUTIONS & DONATIONS					
Dept 175.000 ADMINISTRATIVE SERVICES					
252-175.000-726.000	SWINGSET/EXPRESSIONS SWINGS - EX GAMETIME		SWINGSET/EXPRESSION SWINGS-EXCHANGE CLUE	8,582.49	107484

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Fund 252 CONTRIBUTIONS & DONATIONS					
Dept 175.000 ADMINISTRATIVE SERVICES					
Total For Dept 175.000 ADMINISTRATIVE SERVICES				8,582.49	
Total For Fund 252 CONTRIBUTIONS & DONATIONS				8,582.49	
Fund 271 LIBRARY FUND					
Dept 790.000 LIBRARY					
271-790.000-801.000	CONTRACTUAL SERVICES	AUTO-GRAPHICS, INC.	YEARLY VERSO & IEXPRESS FOR 12/2023-11/	1,650.00	107462
271-790.000-801.000	CONTRACTUAL SERVICES	CURRENT OFFICE SOLUTIONS	LIBRARY - CARTRIDGE, TONER, HY, BK	93.49	107474
271-790.000-801.000	CONTRACTUAL SERVICES	FOULKE CONSTRUCTION	TREE DAMAGE/REMOVAL	1,436.00	107483
271-790.000-801.000	CONTRACTUAL SERVICES	PREMIER FIRE PROTECTION	ALARM SYSTEM REPAIRS, SPRINKER REPAIRS,	1,989.50	107520
271-790.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (NOV)	36.85	107527
271-790.000-920.000	503691550 - 12 N MANNING - LIBRA	MICH GAS UTILITIES	NATURAL GAS UTILITY - 12 N MANNING	163.58	722
271-790.000-982.000	BOOKS - ADULT	INGRAM INDUSTRIES INC.	BOOKS - ADULT OCTOBER 2023	781.50	107493
271-790.000-982.000	BOOKS - ADULT	INGRAM INDUSTRIES INC.	BOOKS - ADULT	100.48	107493
Total For Dept 790.000 LIBRARY				6,251.40	
Dept 792.000 LIBRARY - CHILDREN'S AREA					
271-792.000-726.000	CUPS,WIGLE EYES,WATER,JUICE	CARD SERVICES CENTER	J. SPANGLER CREDIT CARD	39.95	725
271-792.000-982.000	BOOKS - CHILDREN	INGRAM INDUSTRIES INC.	BOOKS - CHILDREN OCTOBER 2023	365.33	107493
271-792.000-982.000	BOOKS - CHILDREN	INGRAM INDUSTRIES INC.	BOOKS - CHILDREN OCT 2023	36.41	107493
271-792.000-982.000	BOOKS - CHILDREN	INGRAM INDUSTRIES INC.	BOOKS - CHILDREN	66.97	107493
Total For Dept 792.000 LIBRARY - CHILDREN'S AREA				508.66	
Total For Fund 271 LIBRARY FUND				6,760.06	
Fund 287 ARPA GRANT FUND					
Dept 900.000 CAPITAL OUTLAY					
287-900.000-970.000-215027	WILLOW-OAK STORM SEWER PROJECT	PARRISH EXCAVATING, INC.	WILLOW-OAK STORM SEWER PROJECT	7,970.40	107514
Total For Dept 900.000 CAPITAL OUTLAY				7,970.40	
Total For Fund 287 ARPA GRANT FUND				7,970.40	
Fund 409 STOCK'S PARK					
Dept 756.000 PARKS					
409-756.000-726.000	ENVELOPS FOR STOCK'S PARK ANNUAL	CARD SERVICES CENTER	M. LOREN CREDIT CARD	7.28	725
Total For Dept 756.000 PARKS				7.28	
Total For Fund 409 STOCK'S PARK				7.28	
Fund 582 ELECTRIC FUND					
Dept 000.000					
582-000.000-110.000	XFR CONNECTOR - 6 POS SECONDARY	POWERLINE SUPPLY	INVENTORY REPLENISHMENT	53.05	107518
582-000.000-158.000-201009	12470/7200 100 KVA	T & R ELECTRIC SUPPLY COME	PADMOUNT TRANSFORMERS FOR INVENTORY	8,450.22	107529
582-000.000-158.000-201009	12470/7200 25 KVA	T & R ELECTRIC SUPPLY COME	PADMOUNT TRANSFORMERS FOR INVENTORY	27,156.61	107529
582-000.000-158.000-201009	300KVA 3PH DUAL PRIMARY 120/208	T & R ELECTRIC SUPPLY COME	300KVA PAD XFMR	13,397.74	107529
582-000.000-202.100	4CCH	BREY, CATHY J	UB refund for account: 014608	18.00	107465
582-000.000-202.100	4CCH	BRINK, MINDY S	UB refund for account: 026567	30.45	107466
582-000.000-202.100	4CCH	BROOKS, EMILY A	UB refund for account: 024970	37.99	107467
582-000.000-202.100	4CCH	CASELL, KIMBERLY A	UB refund for account: 305550	140.84	107469
582-000.000-202.100	4CCH	KNAGGS, NICOLE C	UB refund for account: 012265	30.00	107500
582-000.000-202.100	4CCH	KNOBLAUCH, BRIAN J	UB refund for account: 030103	145.00	107501
582-000.000-202.100	4CCH	LEONARD, JULIA A	UB refund for account: 019731	97.07	107502
582-000.000-202.100	4CCH	MACKENZIE, TIFFANY M	UB refund for account: 022667	235.00	107505
582-000.000-202.100	4CCH	PLAYFORD, SCOTT R	UB refund for account: 013727	25.47	107517

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Fund 582 ELECTRIC FUND					
Dept 000.000					
582-000.000-202.100	4ENBK1	PRASSER, CALEDON R	UB refund for account: 010466	34.59	107519
582-000.000-202.100	4ENBK1	SINES, IRVIN C	UB refund for account: 014072	103.12	107526
582-000.000-202.100	4CCH	TORTUGA LLC	UB refund for account: 010316	122.22	107530
582-000.000-202.100	4ENBK1	WEIMER, JULIA A	UB refund for account: 025249	118.96	107534
Total For Dept 000.000				50,196.33	
Dept 175.000 ADMINISTRATIVE SERVICES					
582-175.000-726.000	POSTAGE & POSTAGE SUPPLIES	QUADIENT FINANCE USA, INC.	POSTAGE & POSTAGE SUPPLIES	1,250.00	107521
582-175.000-726.000	WATER - OFFICE	RUPERT'S CULLIGAN	WATER - OFFICE	10.50	107523
582-175.000-801.000	MOWING FOR OCT 2023	BAXTER LAWN AND SNOW SERV	MOWING FOR OCT 2023	1,037.50	107463
582-175.000-801.000	POSTAGE/HANDLING	DELAWARE SYSTEMS	POSTAGE/HANDLING	1,553.00	107476
582-175.000-801.000	QUARTERLY SECURITY ALARM SYSTEM	SAFETY SYSTEMS, INC	QUARTERLY SECURITY ALARM SYSTEM POWER I	150.00	107524
582-175.000-801.000	QUARTERLY SECURITY ALARM BPU OFF	SAFETY SYSTEMS, INC	QUARTERLY SECURITY ALARM BPU OFFICE	90.00	107524
582-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (NOV)	82.91	107527
582-175.000-802.000	AMAZON WEB SERVICES	CARD SERVICES CENTER	B. JANES CREDIT CARD	6.94	725
582-175.000-880.000	SUCKERS LIGHT UP PARADE 2023	AMAZON CAPITAL SERVICES, I	SUCKERS LIGHT UP PARADE 2023	26.94	107458
582-175.000-880.000	2023 PAT PATTERSON PROGRAM AD	HILLSDALE ROTARY CLUB	2023 PAT PATTERSON PROGRAM AD	187.50	107492
582-175.000-906.000	2024 ECONOMIC DEVELOPMENT SPONSO	EDP OF HILLSDALE COUNTY	2024 ECONOMIC DEVELOPMENT SPONSORSHIP	7,500.00	107480
582-175.000-930.000	SERVICE TRUCK SEAT FOAM	AMAZON CAPITAL SERVICES, I	SERVICE TRUCK SEAT FOAM	25.43	107458
582-175.000-930.000	24 T8 17WATT 841 LAMP/TCP 15WATT	AMERICAN COPPER AND BRASS,	24 T8 17WATT 841 LAMP/TCP 15WATT DIR/HF	63.60	107459
582-175.000-930.000	10 FT GREEN/4 HOLE INTERNAL STRU	AMERICAN COPPER AND BRASS,	10 FT GREEN/4 HOLE INTERNAL STRUT MTG	157.26	107459
582-175.000-930.000	50 GAL ELEC WATER HEATER	GELZER HJ & SON INC	50 GAL ELEC WATER HEATER	224.99	107485
582-175.000-956.000	LOCKOUT TAGOUT TRAINING	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	25.00	725
582-175.000-956.200	MILSOFT OUTAGE MGMT DISPATCH TRA	CARD SERVICES CENTER	B. JANES CREDIT CARD	487.67	725
582-175.000-956.200	MSCPA LUNCH	CARD SERVICES CENTER	J. HAMMEL CREDIT CARD	41.93	725
Total For Dept 175.000 ADMINISTRATIVE SERVICES				12,921.17	
Dept 543.000 PRODUCTION					
582-543.000-726.000	1/4 MINI SCR CLA	PERFORMANCE AUTOMOTIVE	1/4 MINI SCR CLA	11.50	107515
Total For Dept 543.000 PRODUCTION				11.50	
Dept 544.000 DISTRIBUTION					
582-544.000-726.800	RED DANGER TAPE	AMAZON CAPITAL SERVICES, I	RED DANGER TAPE	44.99	107458
582-544.000-726.800	LIGHT BULBS	AMAZON CAPITAL SERVICES, I	LIGHT BULBS	59.29	107458
582-544.000-726.800	CONTROL FUSE	AMERICAN COPPER AND BRASS,	CONTROL FUSE	16.43	107460
582-544.000-726.800	FASTENERS & ANCHORS	GELZER HJ & SON INC	FASTENERS & ANCHORS	15.84	107485
582-544.000-726.800	FASTENERS & ANCHORS	GELZER HJ & SON INC	FASTENERS & ANCHORS	4.00	107485
582-544.000-726.800	FASTENERS & ANCHORS	GELZER HJ & SON INC	FASTENERS & ANCHORS	19.98	107485
582-544.000-726.800	1/4X1 FENDER WASHER	GELZER HJ & SON INC	1/4X1 FENDER WASHER	11.79	107485
582-544.000-726.800	3/8-16X4 3/8-16X4 RD TOGGLE BOLT	GELZER HJ & SON INC	3/8-16X4 3/8-16X4 RD TOGGLE BOLT	40.99	107485
582-544.000-726.800	FASTENERS & ANCHORS	GELZER HJ & SON INC	FASTENERS & ANCHORS	8.00	107485
582-544.000-730.000	COOPER BUSSMANN ANN-350 VERY FAS	AMAZON CAPITAL SERVICES, I	COOPER BUSSMANN ANN-350 VERY FAST ACTIN	89.42	107458
582-544.000-730.000	TIRES/MOUNT/BALANCE	PARNEY'S CAR CARE, LLC	TIRES/MOUNT/BALANCE	1,532.00	107513
582-544.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	PERFORMANCE AUTOMOTIVE	CONTOUR BLADE	18.69	107515
582-544.000-730.000	GROUNDS	POWERLINE SUPPLY	GROUNDS	1,717.68	107518
582-544.000-730.000	TURRET SEALED BEARINGS/SHIPPING	SAUBER MANUFACTURING COMP	TURRET SEALED BEARINGS/SHIPPING	769.54	107525
582-544.000-801.000	CONTAINER RENTAL - 401 HILLSDALE	LRS, LLC	CONTAINER RENTAL - 401 HILLSDALE RD - N	107.00	107504
582-544.000-801.000	401 HILLSDALE STREET RENTAL - DE	LRS, LLC	401 HILLSDALE STREET RENTAL - DECEMBER	107.00	107504
582-544.000-930.000	NMLT100	AMERICAN COPPER AND BRASS,	NMLT100	2.55	107459
582-544.000-930.000	3/4 X 1 1/2 GALV NIPPLE/3/4 PLAS	AMERICAN COPPER AND BRASS,	3/4 X 1 1/2 GALV NIPPLE/3/4 PLASTIC BUS	6.73	107459
582-544.000-930.000	2NS SAND	BECKER & SCRIVENS	2NS SAND	48.00	107464
582-544.000-930.000	INVOICE FOR STEAMBURG ROAD- ONLY	CLARK ELECTRIC INC.	INVOICE FOR STEAMBURG ROAD- ONLY PAY HF	159.38	107472
582-544.000-956.000	ETHAN WHITE TEXTBOOK/SHIPPING FE	JOINT APPRENTICESHIP & TRF	ETHAN WHITE TEXTBOOK/SHIPPING FEES	114.00	107532

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Fund 582 ELECTRIC FUND					
Dept 544.000 DISTRIBUTION					
Total For Dept 544.000 DISTRIBUTION				4,893.30	
Total For Fund 582 ELECTRIC FUND				68,022.30	
Fund 588 DIAL A RIDE					
Dept 596.000 DIAL-A-RIDE					
588-596.000-726.000	WATER - DIAL-A-RIDE	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	39.00	107489
588-596.000-730.000	STANDARD CAPSULE FOR #63	PERFORMANCE AUTOMOTIVE	STANDARD CAPSULE FOR #63	8.49	107515
588-596.000-801.000	FRONT END REPAIRS BUS #61	HILLSDALE COMMUNITY SCHOOI	FRONT END REPAIRS BUS #61 - TIE ROD ENI	572.98	107490
588-596.000-801.000	LIFT REPAIR #63	HILLSDALE COMMUNITY SCHOOI	LIFT REPAIR #63	75.00	107490
588-596.000-920.000	507035798 - 981 DEVELOPMENT DR -	MICH GAS UTILITIES	NATURAL GAS UTILITY - 981 DEVELOPMENT I	125.64	723
Total For Dept 596.000 DIAL-A-RIDE				821.11	
Total For Fund 588 DIAL A RIDE				821.11	
Fund 590 SEWER FUND					
Dept 000.000					
590-000.000-158.000-215006	SANITARY SEWER PROJECT (CDBG GRA	CONCORD EXCAVATING & GRADJ	CDBG - SANITARY PROJECT - BOND	16,573.00	107473
590-000.000-202.100	SCCH	PRASSER, CALEDON R	UB refund for account: 010466	14.55	107519
590-000.000-202.100	SCCH	TORTUGA LLC	UB refund for account: 010316	77.57	107530
Total For Dept 000.000				16,665.12	
Dept 175.000 ADMINISTRATIVE SERVICES					
590-175.000-726.000	POSTAGE & POSTAGE SUPPLIES	QUADIEN FINANCE USA, INC.	POSTAGE & POSTAGE SUPPLIES	625.00	107521
590-175.000-726.000	WATER - OFFICE	RUPERT'S CULLIGAN	WATER - OFFICE	5.25	107523
590-175.000-801.000	MOWING FOR OCT 2023	BAXTER LAWN AND SNOW SERV	MOWING FOR OCT 2023	518.75	107463
590-175.000-801.000	POSTAGE/HANDLING	DELAWARE SYSTEMS	POSTAGE/HANDLING	776.50	107476
590-175.000-801.000	QUARTERLY SECURITY ALARM WWTP	SAFETY SYSTEMS, INC	QUARTERLY SECURITY ALARM WWTP	180.00	107524
590-175.000-801.000	QUARTERLY SECURITY ALARM BPU OFF	SAFETY SYSTEMS, INC	QUARTERLY SECURITY ALARM BPU OFFICE	45.00	107524
590-175.000-801.070	FY2023 ANNAUL DISCLOSURE FOR BON	PFM FINANCIAL ADVISORS LLC	FY2023 ANNAUL DISCLOSURE FOR BOND	1,200.00	107516
590-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (NOV)	41.45	107527
590-175.000-802.000	AMAZON WEB SERVICES	CARD SERVICES CENTER	B. JANES CREDIT CARD	3.47	725
590-175.000-880.000	SUCKERS LIGHT UP PARADE 2023	AMAZON CAPITAL SERVICES, I	SUCKERS LIGHT UP PARADE 2023	13.47	107458
590-175.000-906.000	2024 ECONOMIC DEVELOPMENT SPONSO	EDP OF HILLSDALE COUNTY	2024 ECONOMIC DEVELOPMENT SPONSORSHIP	3,750.00	107480
590-175.000-930.000	SERVICE TRUCK SEAT FOAM	AMAZON CAPITAL SERVICES, I	SERVICE TRUCK SEAT FOAM	12.71	107458
590-175.000-930.000	50 GAL ELEC WATER HEATER	GELZER HJ & SON INC	50 GAL ELEC WATER HEATER	112.50	107485
590-175.000-956.000	MWEA/WEF ADMIN CONFERENCE REGIST	MICHIGAN WATER ENVIRONMEN	MWEA/WEF ADMIN CONFERENCE REGISTRATION	365.00	107509
590-175.000-956.200	MILSOFT OUTAGE MGMT DISPATCH TRA	CARD SERVICES CENTER	B. JANES CREDIT CARD	243.81	725
Total For Dept 175.000 ADMINISTRATIVE SERVICES				7,892.91	
Dept 546.000 OPERATIONS					
590-546.000-930.950	6 22 1/2 ELBOW	AMERICAN COPPER AND BRASS,	6 22 1/2 ELBOW	26.36	107459
590-546.000-930.960	6 CLAY-CIP/PVC FLEX COUP/1GANG S	AMERICAN COPPER AND BRASS,	6 CLAY-CIP/PVC FLEX COUP/1GANG STAINLES	32.66	107459
Total For Dept 546.000 OPERATIONS				59.02	
Dept 547.000 TREATMENT					
590-547.000-726.900	4 EMPTY PLASTIC BOTTLES - UPS PK	MARKET HOUSE	4 EMPTY PLASTIC BOTTLES - UPS PKG	17.56	107506
590-547.000-930.000	1/3HP SUB SUMP PUMP	AMERICAN COPPER AND BRASS,	1/3HP SUB SUMP PUMP	169.34	107459
590-547.000-930.000	GEAR UNIT W/ADAPTER, ETC.	APPLIED INDUSTRIAL TECHNOI	GEAR UNIT W/ADAPTER, ETC.	4,889.97	107461
590-547.000-930.000	6PC CONTRACTORS CREW SET	FAMILY FARM & HOME	6PC CONTRACTORS CREW SET	28.99	107482
590-547.000-930.000	ELECTRIC MOTORS	MOTION INDUSTRIES, INC.	ELECTRIC MOTORS	1,894.84	107511
Total For Dept 547.000 TREATMENT				7,000.70	

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Fund 590 SEWER FUND					
Total For Fund 590 SEWER FUND				31,617.75	
Fund 591 WATER FUND					
Dept 000.000					
591-000.000-158.000-215006	WATER VALVE PROJECT (CDBG GRANT)	CONCORD EXCAVATING & GRADJ	CDBG - WATER VALVE PROJECT	109,559.00	107473
591-000.000-202.100	WBK1	PRASSER, CALEDON R	UB refund for account: 010466	10.86	107519
591-000.000-202.100	WCCH	TORTUGA LLC	UB refund for account: 010316	54.12	107530
Total For Dept 000.000				109,623.98	
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-726.000	POSTAGE & POSTAGE SUPPLIES	QUADIENNT FINANCE USA, INC.	POSTAGE & POSTAGE SUPPLIES	625.00	107521
591-175.000-726.000	WATER - OFFICE	RUPERT'S CULLIGAN	WATER - OFFICE	5.25	107523
591-175.000-801.000	MOWING FOR OCT 2023	BAXTER LAWN AND SNOW SERV	MOWING FOR OCT 2023	518.75	107463
591-175.000-801.000	POSTAGE/HANDLING	DELAWARE SYSTEMS	POSTAGE/HANDLING	776.49	107476
591-175.000-801.000	QUARTERLY SECURITY ALARM SYSTEM	SAFETY SYSTEMS, INC	QUARTERLY SECURITY ALARM SYSTEM WATER F	180.00	107524
591-175.000-801.000	QUARTERLY SECURITY ALARM BPU OFF	SAFETY SYSTEMS, INC	QUARTERLY SECURITY ALARM BPU OFFICE	45.00	107524
591-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (NOV)	41.45	107527
591-175.000-802.000	AMAZON WEB SERVICES	CARD SERVICES CENTER	B. JANES CREDIT CARD	3.47	725
591-175.000-880.000	SUCKERS LIGHT UP PARADE 2023	AMAZON CAPITAL SERVICES, I	SUCKERS LIGHT UP PARADE 2023	13.47	107458
591-175.000-880.000	2023 PAT PATTERSON PROGRAM AD	HILLSDALE ROTARY CLUB	2023 PAT PATTERSON PROGRAM AD	62.50	107492
591-175.000-906.000	2024 ECONOMIC DEVELOPMENT SPONSO	EDP OF HILLSDALE COUNTY	2024 ECONOMIC DEVELOPMENT SPONSORSHIP	3,750.00	107480
591-175.000-930.000	SERVICE TRUCK SEAT FOAM	AMAZON CAPITAL SERVICES, I	SERVICE TRUCK SEAT FOAM	12.71	107458
591-175.000-930.000	50 GAL ELEC WATER HEATER	GELZER HJ & SON INC	50 GAL ELEC WATER HEATER	112.50	107485
591-175.000-956.200	MILSOFT OUTAGE MGMT DISPATCH TRA	CARD SERVICES CENTER	B. JANES CREDIT CARD	243.81	725
Total For Dept 175.000 ADMINISTRATIVE SERVICES				6,390.40	
Dept 544.000 DISTRIBUTION					
591-544.000-726.800	PB BLASTER PENETRATE 18OZ/CRC BR	FAMILY FARM & HOME	PB BLASTER PENETRATE 18OZ/CRC BRAKLEEN	26.96	107482
591-544.000-726.800	60" TAPERED HANDLE	GELZER HJ & SON INC	60" TAPERED HANDLE	16.99	107485
591-544.000-930.990	14GA PVC CTD-YELW UL/CS 500	AMERICAN COPPER AND BRASS,	14GA PVC CTD-YELW UL/CS 500	118.74	107459
591-544.000-930.990	3/4 TYPE L X 10'HARD/1 TYPE L X	AMERICAN COPPER AND BRASS,	3/4 TYPE L X 10'HARD/1 TYPE L X 10' HAF	86.11	107459
591-544.000-930.990	3/4 CPLG W/STOP-PRESS	AMERICAN COPPER AND BRASS,	3/4 CPLG W/STOP-PRESS	29.43	107459
591-544.000-930.990	COUPLING EPOXY/BOLTS/NUTS	ETNA	COUPLING EPOXY/BOLTS/NUTS	2,362.00	107481
Total For Dept 544.000 DISTRIBUTION				2,640.23	
Total For Fund 591 WATER FUND				118,654.61	
Fund 633 PUBLIC SERVICES INV. FUND					
Dept 000.000					
633-000.000-101.000	PERMA- PATCH 60 LB BAGS (PATCHIN	MORIARTY MACHINERY & SUPPI	PERMA-PATCH 60# BAGS - 96 BAGS	2,160.00	107510
Total For Dept 000.000				2,160.00	
Total For Fund 633 PUBLIC SERVICES INV. FUND				2,160.00	
Fund 640 REVOLVING MOBILE EQUIP. FUND					
Dept 443.000 MOBILE EQUIPMENT MAINTENANCE					
640-443.000-726.000	BOSS CUTTING EDGE BOLT 9'2 VPLO	TRUCK & TRAILER SPECIALTIF	BOSS CUTTING EDGE BOLT 9'2 VFLOW BLADE	709.31	107531
640-443.000-730.000	RIM AND WHEEL CENTER FOR #153	GREENMARK EQUIPMENT	RIM AND WHEEL CENTER FOR #153	188.25	107488
640-443.000-730.000	HYDRAULIC CYLINDER FOR #52	GREENMARK EQUIPMENT	HYDRAULIC CYLINDER FOR #52	587.24	107488
640-443.000-730.000	12V 450 CCA FOR #54	PERFORMANCE AUTOMOTIVE	12V 450 CCA FOR #54	167.99	107515
640-443.000-730.000	POSTAGE	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	6.84	725
640-443.000-801.000	SHOP RAGS	CINTAS CORPORATION	UNIFORMS, RAGS, MATS AND MOP HEAD	5.00	107471
640-443.000-801.000	SHOP RAGS	CINTAS CORPORATION	UNIFORMS, MOP HEAD, RAGS AND MATS	5.00	107471
640-443.000-801.000	FUSE FOR #42	HILLSDALE COMMUNITY SCHOOI	FUSE FOR #42	165.36	107490
640-443.000-801.000	BRAKE LINE AND SHOES FOR #7	HILLSDALE COMMUNITY SCHOOI	BRAKE LINE AND SHOES FOR #7	476.25	107490

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Fund 640 REVOLVING MOBILE EQUIP. FUND					
Dept 443.000 MOBILE EQUIPMENT MAINTENANCE					
640-443.000-801.000	GLOW PLUG FOR #10	HILLSDALE COMMUNITY SCHOOI	GLOW PLUG FOR #10	290.32	107490
640-443.000-801.000	REPAIRS - 2015 FORD EXPLORER	PARNEY'S CAR CARE, LLC	REPAIRS - 2015 FORD EXPLORER	443.61	107513
640-443.000-801.000	WELD/REPAIR LEAF BLOWER SHOE #16	WHITE'S WELDING SERVICE	WELD/REPAIR LEAF BLOWER SHOE #16	150.00	107535
Total For Dept 443.000 MOBILE EQUIPMENT MAINTENANCE				3,195.17	
Total For Fund 640 REVOLVING MOBILE EQUIP. FUND				3,195.17	
Fund 663 FIRE VEHICLE & EQUIPMENT FUND					
Dept 336.000 FIRE DEPARTMENT					
663-336.000-970.000	COMBUST GAS LEAK DETECTOR	WS DARLEY & CO	COMBUST GAS LEAK DETECTOR	261.93	107538
Total For Dept 336.000 FIRE DEPARTMENT				261.93	
Total For Fund 663 FIRE VEHICLE & EQUIPMENT FUND				261.93	

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Fund Totals:

Fund 101 GENERAL FUND	51,851.60
Fund 202 MAJOR ST./TRUNK	2,426.31
Fund 203 LOCAL STREET FUND	16,758.44
Fund 204 MUNICIPAL STREET	2,177.50
Fund 208 RECREATION FUND	1,521.52
Fund 247 TAX INCREMENTAL	1,764.88
Fund 252 CONTRIBUTIONS &	8,582.49
Fund 271 LIBRARY FUND	6,760.06
Fund 287 ARPA GRANT FUND	7,970.40
Fund 409 STOCK'S PARK	7.28
Fund 582 ELECTRIC FUND	68,022.30
Fund 588 DIAL A RIDE	821.11
Fund 590 SEWER FUND	31,617.75
Fund 591 WATER FUND	118,654.61
Fund 633 PUBLIC SERVICES	2,160.00
Fund 640 REVOLVING MOBILI	3,195.17
Fund 663 FIRE VEHICLE &	261.93

Total For All Funds:	<u>324,553.35</u>
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CITY COUNCIL MINUTES

City of Hillsdale
December 4, 2023
7:00 P.M.

Regular Meeting

Call to Order and Pledge of Allegiance

Mayor Stockford opened the meeting with the Pledge of Allegiance.

Roll Call

Mayor Stockford called the meeting to order. Clerk Price took roll call.

Council Members present:	Adam Stockford, Mayor Anthony Vear, Ward 1 R Greg Stuchell, Ward 1 William Morrissey, Ward 2 Bruce Sharp, Ward 3 Gary Wolfram, Ward 3 Cynthia Pratt, Ward 2 Joshua Paladino, Ward 4 Robert Socha, Ward 4
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Council Members absent:	None
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Also Present: Attorney Tom Thomson, Katy Price (City Clerk), Jason Blake (DPS Director), Scott Hephner (Chief HCPD/HCFD), Brandon Janes (IT), Amy Manifold, Joseph Hendee, Robert Eichler and Mark Nichols.

Approval of Agenda

Motion by Councilman Morrissey support by Councilmember Pratt to approve the agenda as presented.

By a voice vote, the motion passed unanimously.

Public Comment

Joseph Hendee, 181 Rea St., commented on the City audit and congratulated Council and City staff. He also commented on City charter and board member qualifications.

Consent Agenda

- A. A. Approval of Bills
 - 1. City and BPU Claims of November 16, 2023: \$1,201,405.87
 - 2. Payroll of November 23, 2023: \$195,580.45
- B. City Council Minutes of November 20, 2023
- C. Finance Minutes of November 20, 2023

Motion by Councilmember Morrissey seconded by Councilmember Vear to approve the consent agenda as presented.

Roll Call:

Council Member Paladino	Aye
Council Member Vear	Aye
Council Member Sharp	Aye
Council Member Stuchell	Aye
Council Member Socha	Aye
Mayor Stockford	Aye
Council Member Morrissey	Aye

Council Member Pratt Aye
Council Member Wolfram Aye

Motion passed 9-0

Communications/Petitions

- A. CL Real Estate – Keefer House Hotel Construction Update- Nick Fox, Construction Manager
- B. 2024 Construction Project Update – Kristin Bauer, City Engineer
- C. Mitchel Research Center’s Holiday Open House
- D. Best Decorated Home & Business Contest
- E. Toys for Tots Thank you Letter
- F. Comcast’s Price Change Letter
- G. Hillsdale County Commissioner Update- Doug Ingles, District 1

Nick Fox, Keefer House Hotel gave a brief construction update.

Kristin Bauer, City Engineer reviewed upcoming construction projects for 2024 which include Westwood Area, water valve replacement, sanitary sewer lining, sanitary sewer replacements, lift station/force main construction, road reconstruction on W. St. Joe St from Bacon St to South St. and crush, shape and paving on W. St. Joe St. and Griswold St from South St. to Waterworks Ave.

Mayor Stockford read aloud highlights of Commissioner Ingles update.

Information is presented for information only.

Introduction and Adoption of Ordinances/Public Hearings

- A. Ordinance Adoption Amendments to Sections 36-431 & 36-432

Alan Beeker, Zoning Administrator reported with the growing need and popularity of renewable energy sources, the Planning Commission has amended Secs. 36-431 & 36-432. The Planning Commission saw Solar Energy Systems becoming a viable use for both commercial and residential property owners in the future. The ordinance reflects the new guidelines for small Solar Energy Systems (SES).

Reviewed Building integrated solar energy system, Ground-mounted solar energy system, maximum/minimum tilt, roof-mounted and on-site and setback requirements.

Councilman Vear asked about the height requirements and the wind generating energy systems.

Mr. Beeker stated maximum height requirements are 25ft. on building and 15ft. free standing and that the ordinance stated no wind generating energy system shall be permitted.

Council discussion ensued on ground mounted solar energy system height requirements and fence requirements along with wind generating energy systems.

Motion by Councilman Paladino support by Councilmember Stuchell to send ordinance back to the Planning Commission to review the ground mounted solar energy system height requirements and possible options for wind generating energy systems.

By a voice vote, the motion passed unanimously.

Old Business

- A. Leaf Collection Update

Jason Blake, DPS Director stated DPS crews started the second round of leaf collection on Thursday, 11/16/2023 on schedule. Due to this past week’s snow events, DPS crews were required to forego leaf collection to perform winter maintenance operations.

Leaf collection operations resumed on Thursday, November 30, 2023 in Ward 4. Current scheduled collection dates are approximately one day behind. Ward 3 Round 2 should start approximately by end of day, Friday, December 1, or Monday, December 4, 2023. DPS will operate with 2 crew (as necessary) and anticipate to be back on schedule by Tuesday, December 5, 2023 or

earlier.

No action taken.

New Business

A. Set Public Hearing to Rezone 3005 W Carlton Rd

Alan Beeker, Zoning Administrator, reported the owner of 3005 W Carleton Rd requested a rezoning of his property. The intent is to rezone the property from B-3 General Business District to PRD Planned Redevelopment District. The Planning Commission recommended that Council approve the rezoning. A public hearing is required prior to Council making an ordinance change.

Motion by Councilman Morrisey support by Councilmember Vear to set a public hearing for the rezoning of 3005 W. Carleton Rd. for Tuesday, January 16, 2024.

By a voice vote, the motion passed unanimously.

B. Citizen Participation Plan Amendment Adoption

Alan Beeker, Zoning Administrator reviewed that in 2015, Council approved Resolution 3215 to participate in the Redevelopment Ready Communities Program (RRC). In 2019, the City received certification as a Redevelopment Ready Community. A Citizen Participation Plan is one of the items required for RRC certification. In addition to the RRC requirement, a CPP is required as part of the Community Development Block Grant (CDBG) program.

In 2015, City Council adopted the Citizen Participation Plan. The plan must be updated every five years. The amendment submitted for adoption required minor revisions. The Planning Commission has overseen the revisions and held a public hearing as required.

Motion by Councilman Morrisey support by Councilmember Sharp to approve the Amendments of the Citizen Participation Plan and adopt the current plan as presented.

By a voice vote, the motion passed unanimously.

C. Road Diet Traffic Study

Alan Beeker, Zoning Administrator reported As part of the City Master Plan (p68), improved walkability and expanded bike paths along the M-99 corridor was adopted in 2021. One way to do both is to perform a “road diet” along M-99 through the historic downtown.

MDOT has informed the City that they will be resurfacing the section of M-99 through the downtown as a 2026 budget year project. It would be ideal as part of the project to reduce the traffic lanes from 4 lanes, down to 2 lanes with a dedicated left turn lane and adding bike paths. In order to verify that traffic counts support such a reduction, a current traffic study will be required. The last traffic study was performed in 2016.

The traffic study is also required as part of the application for a TAP (Transportation Alternatives Program) grant that will offset city expenses related to the road diet and new bike paths.

Mr. Beeker contacted the engineer that conducted the 2016 traffic study, Wade Trim, for a proposal to conduct the update. Wade Trim submitted a proposal to conduct the new traffic study which also includes a presentation at the future public meeting to explain the road diet process. The proposal is for \$13,750.

Motion by Councilman Socha support by Councilmember Stuchell to approve the traffic study with Wade Trim in the amount of \$13, 750.00.

By a voice vote, the motion passed unanimously.

D. Annual Right of Way Permit for MDOT (Resolution)

Jason Blake, DPS Director reported each year it is necessary for the City to adopt a resolution which is required by the Michigan Department of Transportation for purposes of issuing individual permits to use its M-99 right-of-way within the City boundaries. The Department of Public Services, the Board of Public Utilities, the Police Department and the Fire Department require use of the right-of-way from time to time (street maintenance, Special Events etc.).

Motion by Councilman Sharp support by Councilmember Socha to approve the annual 2024 MDOT Right of Way Permit. **Resolution #3580.**

By a voice vote, the motion passed unanimously.

E. Bid Award – City Hall Carpet Replacement

Jason Blake, DPS Director stated City staff developed and requested bids for carpet replacement within the 3rd floor council chambers in addition to 2nd floor conference room. Carpet in both areas currently have extensive delamination, wrinkling, and seam raveling due to age, rolling chairs and pedestrian traffic. The City received a single bid from Willowbrook Interiors from Coldwater Michigan. Willowbrook Interiors included a base bid in addition to an alternate bid. The base bid was for Broadlume rolled carpet as specified in our bid. The alternate bid included pricing to install carpet tiles. Carpet Tiles were recommended as they would eliminate current issues of delamination caused by chair rollers, scooting/sliding of chairs and wrinkle issues. \$20,000 was budget for project in the FY 23-24 budget. Staff Recommended City Council award the alternate bid for the project to Willowbrook Interiors in the amount of \$20,697.20

Council discussion ensued on the wood floor status underneath the carpet.

Motion by Councilman Socha support by Mayor Stockford to table item until next meeting to see what the floors look like underneath the carpet.

By a voice vote, the motion passed unanimously.

Miscellaneous Reports

- A. Proclamations – None
- B. Appointment- None
- C. Other- None

General Public Comment

Amy Manifold, City resident, commented on the Chamber carpet and asked what the City will do with it as she would be interested in it.

Joseph Hendee, 181 Rea St., commented on the solar and wind energy systems and questioned the restrictions on residents for using alternative energy systems. Hendee thanked Council member Vear for asking questions about the ordinance.

Jack McLain, Hillsdale Twp, reported he made a donation to the TIFA Board for specific uses and had inquired about refund as it hadn't been used by the stipulations of donation.

Robert Eichler, Scipio Twp, commented on the solar energy systems, the bike paths in Jonesville along with the importance of elections.

City Manager's Report

Thanked all involved with the Light up Parade as it was a success.

Next meeting will include a State of the Hospital presentation by Mr. Hodshire.

City is working on insurance programs with Vested Risk Strategies.

Hillsdale Arts Chorale has a reflections of Christmas concert on Sunday, December 10, 2023 at 3:00 p.m. at College Baptist Church.

Council Comments

Councilman Stuchell stated the Luminary Walk was a success even though weather wasn't very cooperative. Good first year, looks forward to next year's event.

Councilman Vear reported he volunteered to set up barricades at the Light Up Parade and worked with Public Services personnel he requested the City look at ways to help the department with creating more space for all of the City trucks/equipment and storing barricades and other items in next year's budget.

Councilman Socha mentioned he opposes solar energy systems within the City as the Board of Public Utilities pays a PILOT to the City and it would be taking away from Utilities.

Adjournment

Motion by Councilmember Vear, seconded by Councilmember Pratt, to adjourn the meeting.

By a voice vote, the motion passed unanimously.

The meeting adjourned at 8:45p.m.

Adam Stockford, Mayor

Katy Price, City Clerk

SHADE TREE COMMITTEE

Meeting Minutes

November 1, 2023

3:00 P.M.

- Kaleb Dorweiler, Hillsdale City Forester called the Shade Tree meeting to order at 3:09 PM.

- Board members present: Gary Stachowicz and Jason Sellers. Jason Blake, DPS Director was also in attendance. Elaine Tillinger was unable to attend. A motion was made by Jason to excuse Elaine from the meeting. Motion was seconded by Gary.

- Approval of minutes: motion was made by Gary to accept the minutes of the August 2nd, 2023 meeting. Motion was seconded by Jason.

- Public comments: none

- Old business:
 - BPU line clearance update: Kaleb gave an update on BPU transmission line clearance. Gary mentioned that he thought the homeowner should be responsible for taking care of the cut wood.
 - County trees on shared streets: Jason stated that he has not had time as of yet to work on getting tree maintenance agreements in writing with the county.
 - In house tree crew update: Kaleb gave an update on BPU's position regarding an in house tree crew. Jason mentioned contracts for storm removals to keep a contractor on our list could be beneficial.
 - New committee members: Kaleb mentioned that he has not yet reached out to Joanne Miller regarding serving on the committee. Gary pointed out that if Joanne joins the committee we should ideally add one more member as well.

- New business:
 - Historic tree ordinance: Kaleb mentioned the possibility of adding a historic tree ordinance to protect large city trees. All present expressed support for pursuing a historic tree ordinance, and Gary mentioned that we should also allow private citizens to add trees on their property if they would like.
 - Tree service removals: Kaleb discussed recent removals by Complete Tree Service and Farrell Enterprises.

- Adjournment: a motion was made at 3:42pm by Jason to adjourn the meeting. Motion was seconded by Gary.

CITY OF HILLSDALE FINANCE COMMITTEE

Place: City Hall Second Floor Conference Room

Date: December 4, 2023

Time: 6:30 PM

PRESENT:

COMMITTEE: Bruce Sharp, Gary Wolfram, Will Morrissey

STAFF: Scott Hephner (Police and Fire Chief), David Mackie (City Manager), Jason Blake (Director of Public Services)

PUBLIC: None

BOARD OF PUBLIC UTILITIES AND CITY OF HILLSDALE ACCOUNTS PAYABLE

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE

Questions asked on Invoice Distribution Report by Finance Committee:

Fund 101

Department 265: Replaced boiler switch air conditioning to heat

Department 701: 61 S Howell Street will attempt to recover from homeowner

Department 728: Howell Street decorative lights paid for with donations

Fund 252

Department 175: Swings for Waterworks Park—Exchange Club pays for swings

Fund 582

Department 000: Refunds of electric bills for people who have moved

Department 175: Hillsdale Economic Development Partnership sponsorship

Fund 593

Department 175: PFM prepares disclosure for bond issuance

Fund 591

Department 000: Buy water valve for CDBG Grant project

Motioned by Morrissey seconded by Sharp to approve.

Motion passed 3-0.

Public Comment: None

Motioned by Morrissey and seconded by Sharp to adjourn.

Motion passed 3-0.

Adjournment 6:42 PM

Minutes prepared by Gary Wolfram

11/13/2023

Public Services Committee

Call to order 6:00 PM

Council: Josh Paladino, Tony Vear, Robert Socha

City: Dave Mackie, Jason Blake

Public: Jack McLain

Public Comment: none

Discussion:

1. Discuss Amending Ordinance for Chapter 30 of the Hillsdale City code to be amended – sent to city for updates to be considered at next public services committee meeting in December.
2. Motion by Tony Vear, seconded by Robert Socha to adjourn
 - a. Unanimous aye vote
 - b. Adjourn 7:47 PM

12/11/2023

Public Services Committee

Call to order 6:00 PM

Council: Josh Paladino, Tony Vear, Robert Socha (Rob arrived 6:13 PM)

City: Dave Mackie, Jason Blake

Public: Jack McLain

Public Comment: none

Discussion:

1. BPU Pilot
2. ACT 51 monies 1/3 local roads | 2/3 major streets
3. First Responders
 - a. Mutual Aid – mostly one way, especially with law enforcement
 - b. Create Ambulance service business run by the city
 - c. Discontinue the service
4. Motion by Robert Socha, seconded by Tony Vear to send to full council the request to Adopt Amended Ordinance the Chapter 30 of the Hillsdale City code be amended to a new Article V – Special Events (Sec. 30-141)
 - a. Unanimous aye vote
5. Discussion to reduce occupancy permit fees for home owners who use approved third party inspectors. Raise fees for city done inspections.
6. Motion by Tony Vear, seconded by Robert Socha to adjourn
 - a. Unanimous aye vote
 - b. Adjourn 7:52 PM

**Economic Development Corporation
City of Hillsdale
3rd Floor Council Chambers, City Hall
October 17, 2023 – 7:30 AM**

MINUTES

A. MEETING CALL TO ORDER

Meeting called to order at 7:32 a.m.

B. ROLL CALL

Members Present: John Condon (Chair), Dean Affholter (Vice Chair), Don Germann, Rich Moeggenberg, David Loader, Nolan Sullivan, Ken Joswiak, Sam Waldvogel

Members Absent: Rachel Lott, Giana Green

Others Present: Sam Fry, Marketing & Economic Development Coordinator

C. PUBLIC COMMENT ON AGENDA ITEMS ONLY

No public comment.

D. CONSENT AGENDA

1. Approval of Minutes: EDC Meeting, August 15, 2023

Dean Affholter, supported by Don Germann, moved to approve the minutes of the EDC's regular meeting on August 15, 2023. Motion carried unanimously by voice vote.

2. Financial Statements as of September 30, 2023

Dean Affholter, supported by Rich Moeggenberg, moved to approve the financial statements as presented. Motion carried unanimously by voice vote.

E. COMMUNICATIONS

1. Keefer Hotel Construction Update Letter – 10/10/23

F. NEW BUSINESS

1. NYE/Winterfest Event Sponsorship

Mr. Fry asked the board to consider once again sponsoring the City of Hillsdale's annual winter event with its usual contribution of \$1,000. In 2023 the New Year's Eve Bash was rescheduled due to inclement weather, and was rebranded as "Winterfest" and held in February. The relocation to Hillsdale High School, along with the event date change, proved very successful and the event will likely continue as "Winterfest" moving forward. Don Germann, supported by Dean Affholter, moved to approve the EDC's usual \$1,000 sponsorship of the event using budgeted funds. Motion carried unanimously by voice vote.

2. WLNS Holiday Advertising Package

EDC has traditionally partnered with WLNS-TV to offer local businesses better rates on a holiday advertising package. The EDC's \$1,000 allocation will allow up to 20 local businesses to get a \$50 discount on the advertising package. Nolan

Sullivan, supported by Rich Moeggenberg, moved to approve the expenditure of up to \$1,000 in budgeted funds to support this annual program. Motion carried unanimously by voice vote.

G. OLD BUSINESS

1. Three Meadows – Allen Edwin Homes Project Update

A PILOT resolution for the Allen Edwin Homes project in Three Meadows will be going to City Council in November for approval. EDC is prepared to close on the sale of 440 Hidden Meadows Drive if the PILOT resolution is approved.

2. Wayfinding Signage Project – Phase II Update

Mr. Fry reported that all wayfinding signs in Phase II have been installed, and a cost savings of \$7,962 realized due to being able to direct bury the posts of the signs located in city or county right-of-way, rather than using a galvanized steel sleeve as required for the signs along M-99, per MDOT standards. Dean Affholter, supported by Sam Waldvogel, moved to approve using the funds saved to enhance the sign posts. Mr. Fry is in the process of obtaining pricing for options to upscale the posts.

H. COMMITTEE REPORTS

Nothing to report.

I. BOARD ROUND TABLE - ECONOMIC DEVELOPMENT UPDATE

Mr. Fry mentioned that next meeting, EDC should set its goals for 2024-2025, and encouraged everyone to begin brainstorming ideas to bring to the next meeting.

J. PUBLIC COMMENT

No public comment.

K. ADJOURNMENT

David Loader, supported by Ken Joswiak, moved to adjourn the meeting at 8:34 a.m. Motion carried unanimously by voice vote.

NEXT MEETING: December 19, 2023

City of Hillsdale
Agenda Item Summary

MEETING DATE: December 18, 2023
AGENDA ITEM #: Consent Agenda
SUBJECT: Industrial Sub Switchgear
BACKGROUND PROVIDED BY STAFF: Jake Hammel, Director of Electric

Project Background:

This is the second major portion of the Industrial Substation upgrade. This will allow us to get power to our distribution feeders from the 30 MVA transformer we awarded earlier this year, and also provide us with the proper connection of the Power Secure unit at this location. The Engineer’s estimate was \$700,000, which did not include an additional breaker for the Power Secure unit. We received two bids for the switchgear, and also obtained an additional estimate for the commissioning.

RECOMMENDATION:

BPU Board supports to award for the Industrial Substation Switchgear, spare parts, and commissioning (with extended warranty) to Siemens Industry Inc. in the amount of \$839,650.

VENDOR	QUOTE
Siemens base bid + spare parts	\$787,488.00
Power Line Supply	\$1,569,400.00
Siemens Commissioning (includes warranty)	\$52,162.00
UIS Commissioning no warranty	\$48,508.00

December 04, 2023

Mr. Jacob Hammel
Electric Superintendent,
Board of Public Utilities
City of Hillsdale, Ohio
45 Monroe Street,
Hillsdale, MI 49242

RE: Review of 15 kV Switchgear Bids -
Industrial Substation
15 kV Outdoor Switchgear
SSOE Project No. 020-00414-02

Dear Mr. Hammel:

Sealed bids were received and opened by the City of Hillsdale BPU on November 8, 2023, for one (1) lineup of 15 kV Outdoor Switchgear. The base scope of work for this contract consists of constructing and delivering one (1) lineup of 15 kV Outdoor Switchgear. Also included is the installation on the foundation, testing and making ready to energize the equipment supplied under this contract is an option provided by the vendor.

Sealed bids were received from the following Vendors: Power Line Supply (Eaton), and CSI Utility Sales Inc.(Siemens).

The bidding documents included pricing for the general scope of work includes the furnishing of all labor, materials, apparatus, expendable tools and equipment, and all other services required for the design, fabrication, delivery f.o.b. job site and setting on foundations of one (1) lineup of 15 kV Outdoor Switchgear, the shipped loose of one (1) Remote Breaker Operating Panel and one (1) shipped loose battery system will be turned over to HBPU for installation in existing control building. In addition, the CSI bidding documents included options for Spare Parts and Field Service Commissioning. The bidder provided pricing for these options for consideration by the City of Hillsdale (HBPU).

The options within the bid document were given to provide the City of Hillsdale (HBPU) the ability to value add to the base bid. The options could increase the overall value received by the City of Hillsdale within the 15 kV Outdoor Switchgear purchase. Since the options are considered enhancements, the options were not used in the technical evaluation. Therefore, the technical evaluation was conducted on the contents and merits of the base bid, along with the stated requirements within the bid specification.

Both bidders are recognized suppliers of Outdoor Switchgear. The CSI bid provided a completed Bid Bond, Non-Collusion Affidavit, a completed Affidavit in compliance with Sections of the Michigan Revised Code and of the Michigan Administrative Code and a bid bond. The Power Line Supply bid did not contain a completed Non-Collusion Affidavit, or a completed Affidavit in compliance with Sections of the Michigan Revised Code.

A summary of the vendor base bids and the options are provided in the following Table 1.

Table 1				
City of Hillsdale, MI				
Summary of Outdoor Switchgear Bids				
		CSI Utility		Power Line
Bidder		Sales Inc.		Supply
Manufacturer		Siemens		Eaton
Base bid 15 kV Outdoor Switchgear		\$783,802		\$1,569,400
Enhanced Field Service Commissioning*		\$52,162		\$0
Base Warranty		12/18 Months		60 Months
Alt - 20 Year Lifeguard Warranty		\$230,048		\$0
spare parts		NOT included purchase list provided		\$0
Spare parts: Start Up list		\$1,466		NA
Spare parts: Operational list		\$2,220		NA
Spare parts: Capital list		1200A Breaker \$14,000 3000A Breaker \$16,000		NA
Standard Field Service and Commissioning		8 Days Included		13 Days Included \$300 per hour
Shipping and delivery		Included		Included
Schedule				
Shop Drawings - Days		63 Days		56 to 70 Days
Delivery After Shop Drawings		420 Days		665 Days

* purchase of Field Service Commissioning extends standard warranty on Siemens equipment to 36 months from shipment

EVALUATION

A comparison of the proposals were reviewed by considering how the bid complied with the base bid scope of work. The base scope of work includes design, fabrication, delivery f.o.b. job site and setting on owner provided foundation for the four shipping splits of the 15 kV Outdoor Switchgear. The owner or the site electrical contractor will connect the shipping splits together and take possession of the remote operating panel and battery system for installation within the existing control building.

OVERVIEW OF BIDS

The following paragraphs provides a detailed review that reflect the overview summary of the two bids proposals based on the base bid along with any valued added offered options or alternates.

Power Line Supply (Eaton)

Power Line Supply has provided a bid for one (1) 15 kV Eaton Outdoor Switchgear, one (1) Remote Breaker Operating Panel and one (1) shipped loose battery system. A BID BOND was provided. The 15 kV Outdoor Switchgear is manufactured by Eaton. The Non-Collusion Affidavit and Delinquent Personal Property Tax Affidavit were not provided. The 15 kV Outdoor Switchgear construction is a VCP-W 25kA 2000A non-walk-in, non-arc-resistant switchgear. The switchgear is rated at 15kV, 2000A 25KA with six vertical sections and five breakers does not meet the bid specification required 3000A bus ampacity rating. In addition, the Power Line Supply bid did not include a cost for the fifth feeder breaker that is to be used for the power secure generator, or the Remote Operating Panel. This bid is considered unresponsive for the requested scope of work and will not be considered for further detailed evaluation.

CSI Utility Sales Inc.(Siemens)

CSI Utility Sales Inc.(Siemens) has provided a bid for one (1) 15 kV Outdoor Switchgear, one (1) Remote Breaker Operating Panel and one (1) shipped loose 48 VDC battery system. A BID BOND was provided. The Non-Collusion Affidavit and Delinquent Personal Property Tax Affidavit were provided. The 15 kV Outdoor Switchgear construction is OGM-SG Outdoor non-walk-in, non-arc-resistant switchgear. The switchgear is rated at 15kV, 3000A, 40KA with seven vertical sections and six breakers. This includes the additional generator breaker section that was a mandatory alternate and was included in the base bid. The switchgear will be operated at 13.8kV, 60 Hz, 3 Phase, 3 wire, Solidly grounded with ground bus rating of 600A. Front panel doors are standard left side hinge with sliding latch with padlock hasps. Rear panel doors are on the right side hinge with bolted hasps. Shipping splits are in two sections maximum. Therefore, with seven switchgear sections there will be four shipping splits for connection by the site electrical contractor or by HBPU personnel. External 15 kV cable connections will be 2 hole compression lugs. The 48 VDC Battery system is being shipped loose for installation within the existing control building by the site electrical contractor or by HBPU personnel. The 120/240 VAC distribution panel was not included and will need to be supplied by either HBPU or the electrical contractor. The CSI Utility Sales Inc.(Siemens) bid contained multiple exceptions and clarifications that have no impact on the technical functions required and are acceptable. Pricing does not include any applicable taxes or fees.

RECOMMENDATION

The CSI Utility Sales Inc.(Siemens) 15 kV Outdoor Switchgear proposal for one (1) 15 kV 3000 Amp Seven Section Outdoor Switchgear, one (1) Remote Breaker Operating Panel and one (1) shipped loose, 48 VDC battery system has the lowest evaluated pricing for the requested switchgear equipment.

CSI Utility Sales Inc.(Siemens) has stated the proposal is based on the standard Siemens. terms and conditions, but they are willing to negotiate to make changes to better suit all parties prior to

Mr. Jacob Hammel
Electric Superintendent,
December 04, 2023
Page 4 of 5

signing an agreement. These terms and conditions will need to be reviewed and negotiated by the Hillsdale Purchasing Agent and City Law Director to reach an acceptable conclusion.

CSI Utility Sales Inc.(Siemens) has provided a warranty within the base bid proposal for one (1) 15 kV Siemens Outdoor Switchgear proposal with for one (1) 15 kV 3000 Amp Outdoor Switchgear, one (1) Remote Breaker Operating Panel and one (1) shipped loose battery system. The 15 kV Siemens Outdoor Switchgear has a limited 12/18 month warranty that provides adequate coverage for the service life. The CSI Utility Sales Inc delivery schedule is approximately 14 months (January 2025).

CSI Utility Sales Inc.(Siemens) has provided cost options for the Outdoor Switchgear proposal.

- Optional Start Up Spare Parts is an adder of \$1,466 for spare parts.
- Optional Operational Spare Parts is an adder of \$2,220 for spare parts.
- Optional Capital Spare Parts is an adder of \$30,000 for spare parts.
- Optional Field Service Commissioning is an adder of \$52,162.
- Optional Budgetary 20 year Lifeguard Warranty is an adder of \$230,048.

SSOE does recommend consideration be given to the Startup and Operational spare parts options along with the Field Service Commissioning. Acceptance of these options will not change the evaluation of this bidder.

Therefore, SSOE recommends that Hillsdale BPU accepts the Startup and Operational spare parts options, along with the Field Service Commissioning option. The Field Service Commissioning option includes all the required visual and functional tests required to place the switchgear equipment ready to energize. The Field Service Commissioning of the switchgear would occur once the site electrical contractor assembles the shipping sections. Accepting this option also extends the standard warranty on the Siemens equipment to 36 months from the date of shipment. It should be noted that this commissioning scope of work must be completed once the switchgear is installed. Therefore, this work can either be completed by Siemens at the option price or bid out to a separate testing firm. This Field Service Commissioning service does not include functional testing of the Remote Operating Panel or battery system.

The review of the Base bid of the 15 kV Siemens Outdoor Switchgear proposal consisting of one (1) 15 kV 3000 Amp Outdoor Switchgear with Seven Sections which includes the additional generator feeder breaker, one (1) Remote Breaker Operating Panel and one (1) shipped loose 48VDC battery system components indicate that this proposal will meet the requirements of Hillsdale BPU for the power distribution upgrades at the Industrial Substation. Below are the costs for the base bid and recommended options. The decision for Hillsdale BPU is to accept the base bid only or include the recommended options.

SSOE recommends that the City of Hillsdale BPU award the 15 kV Outdoor Switchgear Contract No. 020-00414-02 to CSI Utility Sales Inc. (Siemens), once Terms and Conditions are agreeable to all parties. The Purchase Order (PO) should be addressed as: Siemens Industry c/o CSI Utility Sales 6639 Centurion Dr. Suite 100 Lansing. Mi 48917. The PO can be Emailed to sales@csiutilitysales.com.

Mr. Jacob Hammel
Electric Superintendent,
December 04, 2023
Page 5 of 5

Based on our analysis the recommended contract price for the Outdoor Switchgear proposal of the Base bid plus options is **\$839,650** broken down as follows:

Base Bid	\$783,802
Start Up and Operational Spare Parts	\$3,686
Field Service Commissioning	<u>\$52,162</u>
Total Recommended Contract Price	\$839,650

Should Hillsdale concur with SSOE's recommendation and award the Contract to CSI Utility Sales Inc.(Siemens), once agreeable terms and conditions are negotiated, please proceed with the Notice of Award along with the preparation of the Contract Documents.

Please contact this office should you have any questions or require any further information.

Sincerely,

SSOE Group



Joe Hulderman, PE
Section Manager

Cc: Nick Hamilton
Kellie Wagner

City of Hillsdale
Agenda Item Summary

MEETING DATE: December 18, 2023
AGENDA ITEM #: Consent Agenda
SUBJECT: Transmission Line Clearance (West)
BACKGROUND PROVIDED BY STAFF: Kaleb Dorweiler, City Forester

Project Background:

Hillsdale City Forester Kaleb Dorweiler solicited bids from vegetation management companies for clearance of approximately 7 miles of transmission line running from the Moore Rd substation west to the power plant.

The project consists of vegetation clearance work to 100' width (50 ft. each side). Tree removal, trimming, and herbicide application to cut stumps for prevention of regrowth is required. Trees along outer boundaries will be trimmed to maintain a clear space around the line for at least a 3-year period.

A total of 7 bids were received.

RECOMMENDATION:

BPU Board supports award for west transmission line clearance to Asplundh Tree Expert LLC in the amount of \$188,070.

VENDOR	QUOTE
Asplundh Tree Expert LLC	\$188,070.00
Procare Tree Service LLC dba Chop	\$202,953.00
Tree Servants LLC	\$331,134.37
Alpine Tree Service LLC	\$441,984.10
Evans Land Clearing LLC	\$482,163.00
Wright Tree Service Inc	\$485,823.62
Treeworks Inc	\$975,000.00



ASPLUNDH TREE EXPERT LLC

2255 NORTHWAY DR, MOUNT PLEASANT, MI 48858 * TELEPHONE (989)772-4454 * FAX (989)772-4352

November 30, 2023

City of Hillsdale BPU
Attn: Kaleb Dorweiler
City Forester
97 N. Broad Street
Hillsdale, MI. 49242

Dear Mr. Dorweiler:

Asplundh Tree Expert LLC would like to thank you for giving us the opportunity to offer you rates for the City of Hillsdale. "West Transmission Line Clearance Project – City of Hillsdale". It is our understanding that this contract will be for a 6-month period. The rates for your review and approval are on the attached sheets provided.

Also attached to this bid are our References and Utility Veg Management Experiences sheet. Our proposed timeline of start and completion of this project is February 5th start and a ~~July 31st~~ ^{June 30} completion of project.

If you should have any questions or concerns regarding this bid, please feel free to give me a call at 530-514-3315. Once again thank you for considering Asplundh Tree Expert LLC when it comes to your tree trimming and tree removal needs.

Sincerely,
Asplundh Tree Expert LLC.

Jeremiah Sparacio
Manager

PROPOSAL:

All bids will be paid utilizing prices in accordance with the submitted proposal for the bid. Map section refers to the labeled sections within Appendix A, Map 1.

NOTE: Bidders should provide pricing for all items listed, even those with zero quantity. Zero quantity items will result in a \$0.00 total cost amount and not affect the overall bid. "General tree removal" refers to street trees, within the public rights-of-way, and not transmission vegetation.

BID TABLE

MAP SECTION	ITEM DESCRIPTION	QUANT	UNIT	UNIT COST	TOTAL COST
N/A	Mobilization, Max, 5% Max	1	LS	\$ 0	\$ 0
A	Moore Rd to Bacon Rd, removal & herbicide	1	LS	\$ 175.00	\$ 29,750.00
A	Moore Rd to Bacon Rd, trimming	1	LS	\$ 118.00	\$ 11,800.00
A	Moore Rd to Bacon Rd, cleanup & restoration	1	LS	\$ 170.00	\$ 45,900.00
B	Bacon Rd to Bankers Rd, removal & herbicide	1	LS	\$ 175.00	\$ 14,000.00
B	Bacon Rd to Bankers Rd, trimming	1	LS	\$ 118.00	\$ 9,440.00
B	Bacon Rd to Bankers Rd, cleanup & restoration	1	LS	\$ 170.00	\$ 20,400.00
C	Bankers Rd to Plant, removal & herbicide	1	LS	\$ 175.00	\$ 17,500.00
C	Bankers Rd to Plant, trimming	1	LS	\$ 118.00	\$ 18,880.00
C	Bankers Rd to Plant, cleanup & restoration	1	LS	\$ 170.00	\$ 20,400.00
N/A	General tree removal, 12-22 inches diameter at breast height (4.5' aboveground)	0	EA	\$ 1,100.00	\$ -----
N/A	General tree removal, 23-36 inches diameter at breast height (4.5' aboveground)	0	EA	\$ 2,500.00	\$ -----
N/A	General tree removal, 37+ inches diameter at breast height (4.5' aboveground)	0	EA	\$ 6,000.00	\$ -----
	TOTAL BID AMOUNT:			\$	188,070.00

City of Hillsdale 2024 Meeting Dates

	January	February	March	April	May	June	July	August	September	October	November	December
City Council	16	5,19	4,18	1,15	6,20	3,17	1,15	5,19	3,16	7,21	4,18	2,16
Finance Comm.	3, 16	5, 19	4, 18	1, 15	6, 20	3, 17	1, 15	5, 19	3, 16	7, 21	4, 18	2, 16
BPU	9	13	12	9	14	11	9	13	10	8	12	10
Planning Comm.	17	21	20	17	15	19	17	21	18	16	20	18
Housing Comm.	17	-	20	-	15	-	17	-	18	-	20	-
Library	11	8	14	11	9	13	11	8	12	10	14	12
TIFA	16	-	19	-	21	-	16	-	17	-	19	-
Airport	13	-	-	13	-	-	13	-	-	12	-	-
EDC	-	20	-	16	-	18	-	20	-	15	-	17
Shade Tree	-	7	-	-	1	-	-	7	-	-	6	-
Cemetery	-	7	-	-	1	-	-	7	-	-	6	-
Board of Review	-	-	5, 11,12	-	-	-	16	-	-	-	-	10

Meeting Locations & Times

City Council	Council Chamber, City Hall	7:00 p.m.
Finance	Conference Room, City Hall	6:30 p.m.
BPU	45 Monroe Street	7:00 p.m.
Planning Commission	Conference Room, City Hall	5:30 p.m.
Housing Commission	Hilltop Community Room	8:30 a.m.
Library	11 E. Bacon	5:00 p.m.
TIFA	Council Chamber, City Hall	7:30 a.m.
	*Informational Meeting	6:00 p.m.
Airport	Hillsdale Municipal Airport	10:00 a.m.
EDC	Conference Room, City Hall	7:30 a.m.
Shade Tree	Conference Room, City Hall	3:00 p.m.
Cemetery Board	Conference Room, City Hall	2:00 p.m.
Board of Review	Conference Room, City Hall	Vary

City Hall
97 N. Broad Street
Hillsdale, MI 49242
(517) 437-6440

City of Hillsdale

Agenda Item Summary

Meeting Date: December 18, 2023
Agenda Item: Consent Agenda
Subject: Street Closure Request

Background:

Hillsdale College has requested to barricade N. Manning St. between Fayette and College Streets for leadership training. Closure is for Saturday January 20, 2024 between 8:30 p.m. and 10:00 p.m.

Recommendation:

Approval is recommended.

Scott A. Hephner



Chief of Police / Fire Chief

TRAFFIC CONTROL ORDER
2023-64
(Temporary Closure)

Pursuant to the applicable provisions of the Uniform Traffic Code for Cities, Townships, and Villages this traffic control order is hereby issued. All traffic control devices shall comply with mandates set forth according to the Michigan Manual of Uniform Traffic Control Devices as issued by the Michigan Department of Transportation.

Temporary closure of N. Manning St. between College St. and Fayette St. on Saturday, January 20, 2024 from 8:30 p.m. – 10:00 p.m. for leadership training.

This Traffic Control Order shall have immediate effect as a temporary Traffic Control Order and shall become a permanent Traffic Control Order upon approval by the Hillsdale City Council.



Chief

12/14/2023
Date

Received for filing in the office of the City Clerk at _____ a.m. on the _____ day of _____, 2023.

City Clerk

Date

RESOLUTION # _____

IT IS HEREBY RESOLVED that effective immediately the above Traffic Control Order is made permanent.

Passed in open Council this _____ day of _____, 2023.

Attest:

Adam L. Stockford, Mayor

Katy B. Price, City Clerk

Received by _____
Date _____
Amount Rec' _____
Check # _____

Permit # _____



RECEIVED

DEC 13 2023

**CITY OF HILLSDALE
CITY CLERK'S OFFICE**

LD

CITY OF HILLSDALE

City Hall
97 N. Broad St.
Hillsdale, Michigan 49242
(517) 437-6490
www.cityofhillsdale.org

**APPLICATION FOR PERMIT
OCCUPANCY OF OR WORK WITHIN STREET RIGHT-OF-WAYS**

TYPE:

- APPLICATION FOR PERMIT
- APPLICATION FOR BLANKET ANNUAL PERMIT
- REQUEST TO COMMENCE WORK

**Post a copy of the
Permit on-site**

Hillsdale College		12/13/2023	
Applicant's Name 33 E College Street		Date	Contractor's Name Date
Mailing Address Hillsdale MI 49242		Mailing Address	
City 517-607-2597	State	Zip Code	City State Zip Code
Telephone Number		Telephone Number	

DESCRIPTION OF WORK OR USE:

Request Manning street blocked for 30 mins. Intersecting College to Fayette.

LOCATION: (Drawing to be provided)

See attached map.

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:

Stadium III barricades will be used to shut down Manning Street and appropriate detour will be marked.

TIME PERIOD:

COMMENCING DATE: ~~Wednesday~~ *Saturday*, January ~~10~~ *20th* TIME: 8:30pm ENDING DATE: ~~Wednesday~~ *Wednesday*, January ~~10~~ *20th* TIME: 10:00pm

THE FOLLOWING MUST BE SUBMITTED PRIOR TO PERMIT ISSUANCE:

- Certificate of Insurance
- Performance Bond \$ _____
- Construction Plan
- Subcontractor's Names
- Other

NOTE: THIS APPLICATION BECOMES A VALID PERMIT ONLY UPON APPROVAL BY THE DIRECTOR, DEPARTMENT OF PUBLIC SERVICES AND/OR CHIEF OF CITY POLICE.

Staff Use Only

Recommendation for Issuance

Approved Denied

Director Comments:

Director, Department of Public Services

Recommendation for Issuance

Approved Denied

Chief of Police Comments:



Chief of Police

Bond Received \$ _____

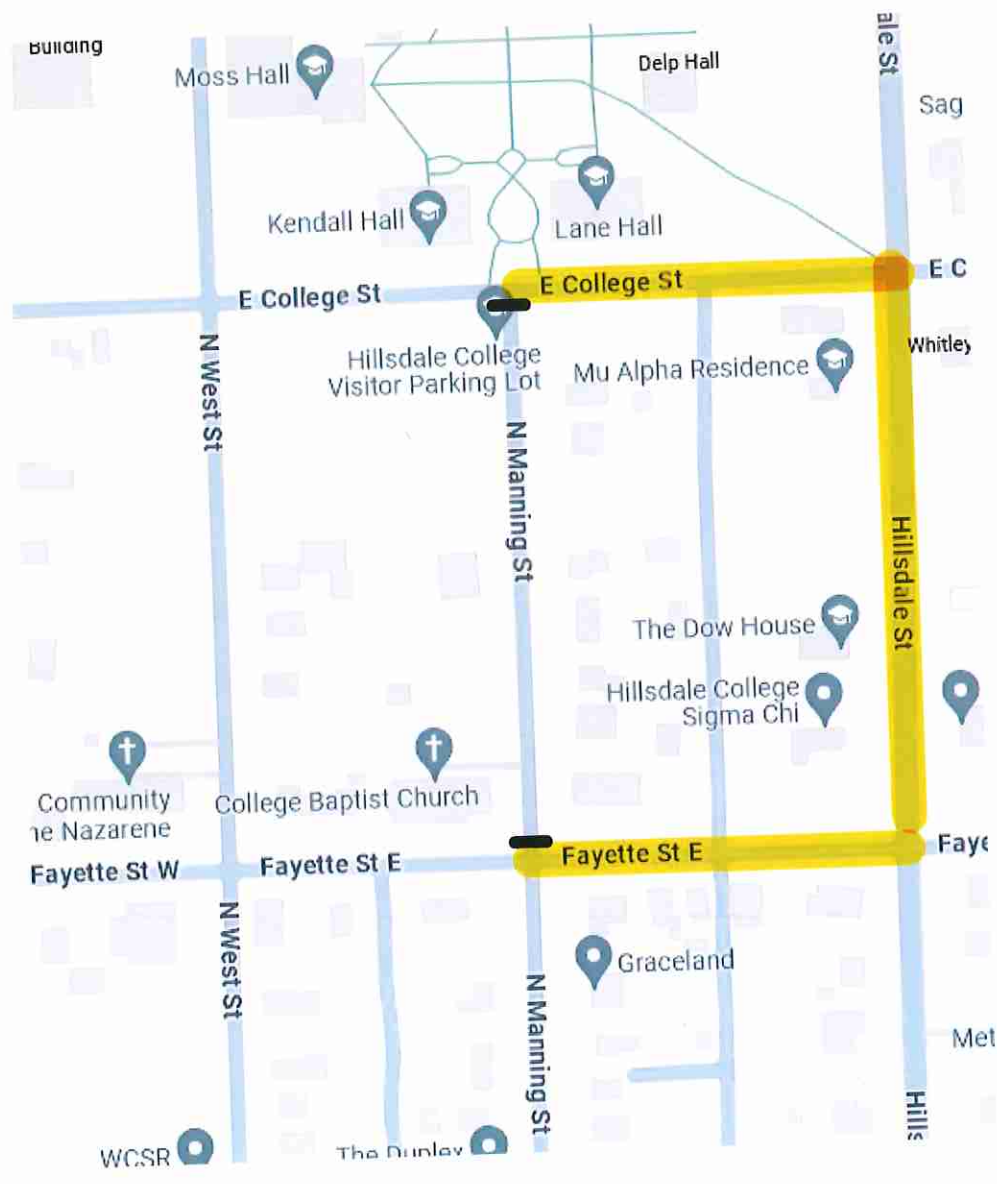
Fee Received \$ _____

City Clerk

Note: All payments must be received and recorded before permit is valid.

Return Application to:
Department of Public Services
149 Waterworks Drive
Hillsdale, MI 49242
or
City of Hillsdale Clerk
97 N. Broad St.
Hillsdale, MI 49242
Or email to: jhammel@cityofhillsdale.org

**INSPECTIONS MUST BE SCHEDULED
MINIMUM 2 HOURS PRIOR TO
COMMENCEMENT OF WORK.**



- Stadium III Barricade
- Detour Route



HILLCOL-02

JDUFF

DATE (MM/DD/YYYY)
12/13/2023

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vested Risk Strategies, Inc. 83 N. Broad Street Hillsdale, MI 49242	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext): (517) 439-1501		
	E-MAIL ADDRESS: contact@vestedrisk.com		
INSURED Hillsdale College 33 E College Street Hillsdale, MI 49242-1205	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : United Educators Insurance, A Reciprocal Risk Retention Group		10020
	INSURER B : Greenwich Insurance Co		22322
	INSURER C : XL Specialty Insurance Company		37885
	INSURER D :		
INSURER E :			
INSURER F :			

REVISION NUMBER:

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			U75-85D	11/1/2023	11/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ Included
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COM/OP AGG	\$ Included
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA RAC9438218	10/16/2023	10/15/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			U75-85D	11/1/2023	11/1/2024	EACH OCCURRENCE	\$ 20,000,000
							AGGREGATE	\$ 20,000,000
								\$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC RWC3001827	10/16/2023	10/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hillsdale College
33 E. College Street
Hillsdale, MI 49242

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chris Sumner

The Protecting Local Government Retirement and Benefits Act (PA 202 of 2017) & Public Act 530 of 2016 Pension Report

Enter Local Government Name	City of Hillsdale	Instructions: For a list of detailed instructions on how to complete and submit this form, visit michigan.gov/LocalRetirementReporting .
Enter Six-Digit Municode	302010	
Unit Type	City	
Fiscal Year End Month	June	
Fiscal Year (four-digit year only, e.g. 2019)	2023	Questions: For questions, please email LocalRetirementReporting@michigan.gov . Return this original Excel file. Do not submit a scanned image or PDF.
Contact Name (Chief Administrative Officer)	David Mackie	
Title if not CAO	City Manager	
CAO (or designee) Email Address	dmackie@cityofhillsdale.org	
Contact Telephone Number	517-437-6444	
Pension System Name (not division) 1	MERS	If your pension system is separated by divisions, you would only enter one system. For example, one could have different divisions of the same system for union and non-union employees. However, these would be only one system and should be reported as such on this form.
Pension System Name (not division) 2		
Pension System Name (not division) 3		
Pension System Name (not division) 4		
Pension System Name (not division) 5		

Line	Descriptive Information	Source of Data	System 1	System 2	System 3	System 4	System 5
1	Is this unit a primary government (County, Township, City, Village)?	Calculated	YES	YES	YES	YES	YES
2	Provide the name of your retirement pension system	Calculated from above	MERS				
3 Financial Information							
4	Enter retirement pension system's assets (system fiduciary net position ending)	Most Recent Audit Report	20,011,020				
5	Enter retirement pension system's liabilities (total pension liability ending)	Most Recent Audit Report	28,796,164				
6	Funded ratio	Calculated	69.5%				
7	Actuarially Determined Contribution (ADC)	Most Recent Audit Report	842,934				
8	Governmental Fund Revenues	Most Recent Audit Report	9,343,637				
9	All systems combined ADC/Governmental fund revenues	Calculated	9.0%				
10 Membership							
11	Indicate number of active members	Actuarial Funding Valuation used in Most Recent Audit Report	44				
12	Indicate number of inactive members	Actuarial Funding Valuation used in Most Recent Audit Report	14				
13	Indicate number of retirees and beneficiaries	Actuarial Funding Valuation used in Most Recent Audit Report	80				
14 Investment Performance							
15	Enter actual rate of return - prior 1-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	-10.37%				
16	Enter actual rate of return - prior 5-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	4.95%				
17	Enter actual rate of return - prior 10-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	6.79%				
18 Actuarial Assumptions							
19	Actuarial assumed rate of investment return	Actuarial Funding Valuation used in Most Recent Audit Report	7.00%				
20	Amortization method utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	Level Percent				
21	Amortization period utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	16				
22	Is each division within the system closed to new employees?	Actuarial Funding Valuation used in Most Recent Audit Report	No				
23 Uniform Assumptions							
24	Enter retirement pension system's actuarial value of assets using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	21,616,524				
25	Enter retirement pension system's actuarial accrued liabilities using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	30,006,567				
26	Funded ratio using uniform assumptions	Calculated	72.0%				
27	Actuarially Determined Contribution (ADC) using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	1,086,012				
28	All systems combined ADC/Governmental fund revenues	Calculated	11.6%				
29 Pension Trigger Summary							
30	Does this system trigger "underfunded status" as defined by PA 202 of 2017?	Primary government triggers: Less than 60% funded <u>AND</u> greater than 10% ADC/Governmental fund revenues. Non-Primary government triggers: Less than 60% funded	NO	NO	NO	NO	NO

Requirements (For your information, the following are requirements of P.A. 202 of 2017)
 Local governments must post the current year report on their website or in a public place.
 The local government must electronically submit the form to its governing body.
 Local governments must have had an actuarial experience study conducted by the plan actuary for each retirement system at least every 5 years.
 Local governments must have had a peer actuarial audit conducted by an actuary that is not the plan actuary OR replace the plan actuary at least every 8 years.

By emailing this report to the Michigan Department of Treasury, the local government acknowledges that this report is complete and accurate in all known respects.

The Protecting Local Government Retirement and Benefits Act (PA 202 of 2017) Health Care (OPEB) Report

Enter Local Government Name	City of Hillsdale	Instructions: For a list of detailed instructions on how to complete and submit this form, visit michigan.gov/LocalRetirementReporting .
Enter Six-Digit Municode	302010	
Unit Type	City	
Fiscal Year End Month	June	
Fiscal Year (four-digit year only, e.g. 2019)	2023	
Contact Name (Chief Administrative Officer)	David Mackie	Questions: For questions, please email LocalRetirementReporting@michigan.gov . Return this original Excel file. Do not submit a scanned image or PDF.
Title if not CAO	City Manager	
CAO (or designee) Email Address	dmackie@cityofhillsdale.org	
Contact Telephone Number		
OPEB System Name (not division) 1		If your OPEB system is separated by divisions, you would only enter one system. For example, one could have different divisions of the same system for union and non-union employees. However, these would be only one system and should be reported as such on this form.
OPEB System Name (not division) 2		
OPEB System Name (not division) 3		
OPEB System Name (not division) 4		
OPEB System Name (not division) 5		

Line	Descriptive Information	Source of Data	System 1	System 2	System 3	System 4	System 5
1	Is this unit a primary government (County, Township, City, Village)?	Calculated	YES	YES	YES	YES	YES
2	Provide the name of your retirement health care system	Calculated from above					
3 Financial Information							
4	Enter retirement health care system's assets (system fiduciary net position ending)	Most Recent Audit Report					
5	Enter retirement health care system's liabilities (total OPEB liability)	Most Recent Audit Report					
6	Funded ratio	Calculated					
7	Actuarially determined contribution (ADC)	Most Recent Audit Report					
7a	Do the financial statements include an ADC calculated in compliance with Numbered Letter 2018-3?	Most Recent Audit Report					
8	Governmental Fund Revenues	Most Recent Audit Report					
9	All systems combined ADC/Governmental fund revenues	Calculated					
10 Membership							
11	Indicate number of active members	Actuarial Funding Valuation used in Most Recent Audit Report					
12	Indicate number of inactive members	Actuarial Funding Valuation used in Most Recent Audit Report					
13	Indicate number of retirees and beneficiaries	Actuarial Funding Valuation used in Most Recent Audit Report					
14	Provide the amount of premiums paid on behalf of the retirants	Most Recent Audit Report or Accounting Records					
15 Investment Performance							
16	Enter actual rate of return - prior 1-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider					
17	Enter actual rate of return - prior 5-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider					
18	Enter actual rate of return - prior 10-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider					
19 Actuarial Assumptions							
20	Assumed Rate of Investment Return	Actuarial Funding Valuation used in Most Recent Audit Report					
21	Enter discount rate	Actuarial Funding Valuation used in Most Recent Audit Report					
22	Amortization method utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report					
23	Amortization period utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report					
24	Is each division within the system closed to new employees?	Actuarial Funding Valuation used in Most Recent Audit Report					
25	Health care inflation assumption for the next year	Actuarial Funding Valuation used in Most Recent Audit Report					
26	Health care inflation assumption - Long-Term Trend Rate	Actuarial Funding Valuation used in Most Recent Audit Report					
27 Uniform Assumptions							
28	Enter retirement health care system's actuarial value of assets using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report					
29	Enter retirement health care system's actuarial accrued liabilities using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report					
30	Funded ratio using uniform assumptions	Calculated					
31	Actuarially Determined Contribution (ADC) using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report					
32	All systems combined ADC/Governmental fund revenues	Calculated					
33 Summary Report							
34	Did the local government pay the retiree insurance premiums for the year?	Accounting Records					
35	Did the local government pay the normal cost for employees hired after June 30, 2018?	Accounting Records					
36	Does this system trigger "underfunded status" as defined by PA 202 of 2017?	Primary government triggers: Less than 40% funded AND greater than 12% ARC/governmental fund revenues. Non-Primary government triggers: Less than 40% funded	NO	NO	NO	NO	NO

Requirements (For your information, the following are requirements of P.A. 202 of 2017)
 Local governments must post the current year report on their website or in a public place
 The local government must electronically submit the form to its governing body.
 Local governments must have had an actuarial experience study conducted by the plan actuary for each retirement system at least every 5 years
 Local governments must have had a peer actuarial audit conducted by an actuary that is not the plan actuary OR replace the plan actuary at least every 8 years.

By emailing this report to the Michigan Department of Treasury, the local government acknowledges that this report is complete and accurate in all known respects.

City of Hillsdale Agenda Item Summary

Meeting Date: December 18, 2023
Agenda Item #: Consent
SUBJECT: Mitchell Building Lease

BACKGROUND PROVIDED BY STAFF: David Mackie, City Manager

PROJECT BACKGROUND:

Attached is the lease prepared between the City and the Friend of the Mitchell Research Center for Mitchell building space. The lease is for six (6) months. Over the next six month the Community Development Committee will work on a long term plan for the building.

RECOMMENDATION:

City Council approve the lease with the Friends of the Mitchell Research Center for six (6) months starting January 1st, 2024.

LEASE

THIS LEASE, made and entered into this 1st day of January, 2024, by and between the City of Hillsdale, a Michigan Municipality, of 97 N. Broad Street, Hillsdale, Michigan 49242 (hereinafter referred to as “Lessor”); and, Friends of the Mitchell Research Center, a Michigan Nonprofit Corporation, of 22 N. Manning Street, Hillsdale, Michigan 49242 (hereinafter referred to as “Lessee”);

WITNESSETH:

Lessor leases to Lessee the following described premises located at 22 N. Manning Street, Hillsdale, Michigan 49242.

For a term of six months from January 1, 2024, through June 30, 2024. Lessee shall pay as rent of \$500.00 per month commencing January 1, 2024, and each month thereafter during the term of this lease.

LESSEE AGREES:

- a) That it will pay the said rent at the time and in the manner aforesaid, except only in the case of fire or other unavoidable catastrophe as hereinafter provided.
- b) That it shall maintain renter’s insurance which shall include general liability coverage as well as coverage for all contents located within the premises.
- c) That it will use said premises during the term of said lease or any extension thereof as a non-retail nor commercial research center and in no case for any business or purpose which shall be unlawful or contrary to any laws of this state or ordinances of the City of Hillsdale, County of Hillsdale, or the State of Michigan now or hereafter made or for any use which shall be liable to endanger or affect any insurance on said building or any business deemed to be extra hazardous on account of fire.
- d) Lessee will not make any structural alterations to the premises without the written consent of Lessor.
- e) That it will not assign, sublease or in any way part with the possession of the whole or any portion of the premises without first obtaining the written consent of Lessor.

- f) That no assent, expressed or implied, by Lessor, to any breach of Lessee's covenants shall be deemed to be a waiver of any succeeding breach of the same or subsequent covenant.
- h) Lessee shall not engage in the production, construction or manufacture of any article upon or in the leased premises.

LESSOR AGREES:

- a) That it will keep the premises insured and shall pay the taxes on said premises during the term of said Lease or any extension thereof provided, however, that should any personal property which Lessee has in his possession be assessed for taxes, the payment of said personal property tax shall be the responsibility of Lessee as well as the payment of any insurance on said personal property. Lessor shall pay all gas, electric and other utilities related to the aforesaid premises.
- b) That Lessee shall peacefully hold and enjoy the premises providing they comply with all covenants contained herein.
- c) That it shall keep the sidewalks and approaches to the premises free of snow, ice and other debris at all reasonable times.
- d) That it shall maintain the lawn appropriately, including mowing, leaf and debris removal.

LESSEE AND LESSOR AGREE:

- a) In case any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for Lessor to re-enter into, repossess the same premises and to remove and put out the said Lessee and each and every other occupant.

The covenants, conditions and agreements, made and entered into by the several parties hereto, are declared binding on their respective heirs, representatives and assigns.

Witness our hands and seals this day and year first above written.

LESSOR:

City of Hillsdale Michigan
By David Mackie, City Manager

LESSEE:

Friends of the Mitchell Research Center
By: Carol Lackey
Its: _____

Prepared by:

PREPARED BY:

Lovinger & Thompson, P.C.

By: John P. Lovinger

91 S. Broad Street/P.O. Box 358

Hillsdale, Michigan 49242

(517) 437-7210



FOR IMMEDIATE RELEASE
Thursday, December 14, 2023

Media Contact: Sam Fry, Marketing & Development Coordinator
(517) 437-6426 (office), sfry@hillsdalebpu.com

Match on Main – Potential Grant Funding Opportunity

HILLSDALE, Mich.—The Michigan Economic Development Corporation has announced another round of [Match on Main](#) funding. The City of Hillsdale intends to apply for funding to assist a small business looking to launch or grow in downtown Hillsdale.

Match on Main is a reimbursement grant program that serves as a tool to support new or expanding place-based businesses by providing up to \$25,000 in funding to eligible small businesses through an application submitted, administered, and managed by the local unit of government, or other downtown management or community development organization where the business is located. Grant awardees are required to provide a 10% cash match.

Eligible Businesses:

- The business is located within a traditional downtown
- The business is a for-profit or non-profit headquartered in Michigan
- The business sells products or services face-to-face and has a physical location in a traditional downtown
- The business will have, or intends to have, control over the site for which they are applying prior to Match on Main application (proof of lease may be required)

Ineligible Businesses:

- Franchises
- Businesses located in strip malls
- “Big box” retailers
- Marijuana, CBD, or tobacco-related business

Eligible Uses of Grant Funds:

Grant funds may be used by the business for eligible expenses that support technical assistance, interior building renovations, permanent or semi-permanent activation of an outdoor space, and other working capital needs such as marketing needs and inventory expenses. Additional needs identified by the business and supported by the local community will also be considered.

Key Dates:

- Application window will open Monday, Jan. 29, 2024, to submit your application to the City of Hillsdale’s Economic Development Office.
- All applications must be submitted to the City of Hillsdale’s Economic Development Office by 5 p.m. on Friday, Feb. 16, 2024. Any application submitted after that time will not be accepted.

- The City of Hillsdale's Economic Development Office must select and submit the recommended application(s) to the MEDC by Friday, Feb. 23, 2024.
- The MEDC will announce Awardees the week of April 1st, 2024.
- Grant Agreements will be executed May/June 2024.

Application Process:

Step 1: Interested businesses should first review the [Match on Main Program Guide](#), and then complete a [Local Business Worksheet](#), and submit the worksheet to the City of Hillsdale's Economic Development Office (econdev@cityofhillsdale.org) by no later than 5 p.m. Friday, Feb. 16, 2023.

Step 2: A committee will evaluate the worksheets using a scoring matrix to determine which business will be included in the overall application to the MEDC. *Please note: Submitting a business application does not guarantee inclusion in the City of Hillsdale's grant application.*

Step 3: The City of Hillsdale will submit a grant application for review and consideration by the MEDC by Friday, Feb. 23, 2024. Awardees will be announced by the MEDC the week of April 1st.

Learn more about the Match on Main program here: <https://www.miplace.org/small-business/match-on-main/>

This is a valuable opportunity to apply for financial assistance for your downtown business, so act quickly. Feel free to contact me at sfry@cityofhillsdale.org or 517-437-6426 if you have any questions. Let's do something great together!

Sincerely,

Sam Fry
Marketing and Economic Development Coordinator
City of Hillsdale
(517) 437-6426

City of Hillsdale

Agenda Item Summary

Meeting Date: December 18, 2023

Agenda Item: Old Business

SUBJECT: Bid Award – City Hall Carpet Replacement

BACKGROUND PROVIDED BY: DPS Dir. Jason Blake / City Eng. Kristin Bauer

City staff developed and requested bids for carpet replacement within the 3rd floor council chambers in addition to 2nd floor conference room. Carpet in both areas currently have extensive delamination, wrinkling, and seam raveling due to age, rolling chairs and pedestrian traffic.

We received a single bid from Willowbrook Interiors from Coldwater Michigan. Willowbrook Interiors included a base bid in addition to an alternate bid. The base bid was for Broadlume rolled carpet as specified in our bid. The alternate bid included pricing to install carpet tiles. Carpet Tiles were recommended, as they would eliminate current issues of delamination caused by chair rollers, scooting/sliding of chairs and wrinkle issues.

<u>Contractor</u>	<u>Base Bid</u>	<u>Alt. Council Chambers</u>	<u>Alt. Conf. Room</u>
Willowbrook Interiors	\$17,434.20	+\$2,265.00	+\$998.00

Base Bid Total - \$17,434.20
Alt Bid Total - \$20,697.20

RECOMMENDATION:

\$20,000 was budget for project in the FY 23-24 budget. After inspection of subfloor in the Council Chambers, staff recommends City Council to award the alternate bid for this project to Willowbrook Interiors in the amount of \$20,697.20



WILLOWBROOK INTERIORS

483 N. Willowbrook Rd
COLDWATER, MI 49036
517-278-9889
willowbrookinteriors.com

11/13/2023

City of Hillsdale

I have recommended using carpet tiles instead of a broadlume carpet. Carpet tile has many benefits that include:

- *cuts down on waste
- *ease of maintenance
- *no delamination
- *acoustic qualities
- *antimicrobial protection
- *completely recyclable
- *no edge raveling
- *comfort under foot
- *more durable construction than broadlume

I did do a walkthrough of the proposed areas for carpet replacement. I noticed the current issues you are having like wrinkling, delamination and seams raveling. All areas would benefit from use of carpet tile. I would highly recommend the use in the Council Chambers. With the use of rolling chairs and chairs being slid on the carpet it has caused the wrinkling and delamination. With the use of carpet tile you will eliminate these issues.

The ease of removing tiles and replacing them if damaged or staining occurs is a huge benefit. The replacement can easily be done by your staff maintenance crew. With the shapes of the proposed rooms carpet tile would save on waste of product.

If there are any questions or concerns I have not covered please feel free to contact me.

Respectfully,
Wendy Gimenez
Cell: 517-425-4908
willowbrookinteriors@yahoo.com

City of Hillsdale

Agenda Item Summary

Meeting Date: December 18, 2023

Agenda Item #: New Business

SUBJECT: Trident Property and Casualty Insurance

BACKGROUND PROVIDED BY STAFF: David Mackie, City Manager

PROJECT BACKGROUND:

Attached is the City's updated insurance coverages and rates for 2024 with Trident Property and Casualty Insurance. Premiums are up for the same coverages 21.55% and 14.83% with increased deductibles. The large increase, which might require a budget amendment, is due primarily to the catastrophic weather losses experienced the past year across the commercial insurance industry. We are still waiting on a second quote from Travelers Insurance, which we are supposed to receive in early January. Vested Risk is recommending the City approve the renewal with Trident and if the Travelers quote is better we can cancel with Trident and start with Travelers on February 1st.

RECOMMENDATION:

City Council approve renewing with Trident for property and casualty insurance in the amount of \$365,230.63 for the 2024 calendar year.

INSURANCE SUMMARY

Prepared For



PRESENTED BY:

VESTED RISK STRATEGIES

Christopher Sumnar

Date: December 13, 2023

This presentation is designed to give you an overview of the insurance coverages carried by your company. It is meant only as a general understanding of your insurance program and should not be construed as a legal interpretation of the insurance policies. Please refer to your specific insurance contracts for details on coverages, conditions, and exclusions.

EXECUTIVE SUMMARY

The current property insurance market is being called the hardest market in a generation as the result of record catastrophic losses, inflation issues, and reinsurance challenges (see articles included). Argonaut, the City & BPU's current carrier, will no longer offer property coverage as a part of the Trident Public Entity Insurance Program. Arch and Hartford Steam Boiler have stepped in to fill this gap. In anticipation of significant property premium increases that are happening across the industry, Travelers was contacted to provide an alternate proposal. Travelers' terms will be available in January.

Property

Property market conditions are such that insurance carriers are heavily scrutinizing statements of value for building limit adequacy, as a result scheduled values are up nine and a half percent, just under \$8.4M. An alternate deductible option is presented to offset some of the rate.

Some key coverage differences to note between Argonaut vs. Arch/Hartford Steam Boiler are below:

Coverage Description	Argonaut	Arch
Backup of Sewers or Drains Coverage	Building Limit Applied with \$5,000 Deductible	\$1,000,000 Limit Applies for Any Building with \$25,000 Deductible
Equipment Breakdown	Included in Property Coverage	Separate Limits Apply to All But 200 & 201 Waterworks and 200 & 201 Waterworks
Personal Effects & Property of Others Coverage	\$1,500 Limit Applied for Any One Employee or Volunteer	The \$1,500 Limit No Longer Applies for Any One Employee or Volunteer
Electrical Damage	\$50,000 Limit Applied with \$5,000 Deductible	Coverage Not Included
Virus, Harmful Code or Similar Instruction	\$25,000 Limit Applied with \$5,000 Deductible	Coverage Not Included
Portable Computers	No Max Limit Applied per Item	A \$2,500 Max Limit Applies per Item

General Liability, Public Officials Liability, Employment Practices Liability & Law Enforcement Liability

While City and BPU's General Liability, Public Officials Liability and Employment Practices Liability net expenditures were essentially flat, Law Enforcement Liability exposure increased by 3 officers or 21%. An alternate deductible option is provided as an option to offset overall premium.

Cyber Liability

City and BPU's Cyber liability renewal remained flat with no change in premium.

Commercial Auto

City and BPU's year-over-year premium change is driven by the addition of five vehicles that increased overall vehicle values by \$647,061.

Information Needed

- Please confirm the address for the airport properties (we currently have an address of 3998 State Road in Hillsdale, MI listed):
 - Is it to be 1727 Airport Road, Hillsdale MI 49242?
- Per review of the Property schedule, is the small shed/building at the Transfer Facility to be insured? We don't currently see that small shed/building on the Statement of Values.
- Per review of the Property schedule, are the two small sheds/buildings near the Street Dept Garage to be insured? We don't currently see the two small sheds/buildings on the Statement of Values.
- Signed Statement of Values
- Completed Terrorism Acceptance/Rejection Form
- Satisfactory confirmation that you have downloaded & registered for CFC's incident response cyber mobile app, details of which can be found with your policy documents (30 days post binding).
- Signed version of the cyber application form submitted, dated within 30 days of the required inception date (prior to binding).

GENERAL LIABILITY

Occurrence

Standard Coverage	Limit
Bodily Injury/Property Damage	\$1,000,000
Personal Injury/Advertising Injury	\$1,000,000
Damages to Premises Rented to You	\$100,000
Employee Benefits (\$1,000 deductible applies)	\$1,000,000
General Aggregate	\$3,000,000
Products/Completed Operations Aggregate	\$3,000,000
GL Deductible (Expenses included within retention)	N/A
Medical Payments	Excluded
Retroactive Date	N/A

Optional Coverages	Limit	Deductible
Unmanned Aircraft Under 25 Pounds – GL-230	\$25,000	N/A
Firefighters Elective Surgery Coverage Amendment - GL5003	\$25,000 Per Employee \$50,000 Annual Aggregate	N/A
Failure to Supply Sublimit– GL-211	\$1,000,000	N/A
Sexual Abuse or Molestation Liability Sublimit – GL-201	\$500,000 Each Occurrence \$500,000 Aggregate	N/A

PUBLIC OFFICIALS

Claims Made

Standard Coverage	Limit
Per Wrongful Act	\$1,000,000
Annual Aggregate	\$3,000,000
Employment Related Wrongful Acts	Excluded
Deductible Each Wrongful Act (Expenses included within retention)	\$5,000
Retroactive Date	1/1/2000

Additional Coverages	Limit	Deductible
Non-Monetary Defense Limit	\$10,000	\$5,000
Non-Monetary Defense Annual Aggregate	\$50,000	

EMPLOYMENT PRACTICES LIABILITY

Claims Made

Standard Coverage	Limit
Per Wrongful Employment Act	\$1,000,000
Annual Aggregate	\$3,000,000
Deductible Each Wrongful Act (Expenses included within retention)	\$10,000
Retroactive Date	1/1/2000

Additional Coverages	Limit	Deductible
Back Wages	\$50,000	\$10,000
Non-Monetary Defense Limit Per Suit	\$50,000	\$10,000
Non-Monetary Defense Annual Aggregate	\$50,000	
EEOC* Per Complaint/Charge of Discrimination	\$10,000	\$2,500
EEOC* Annual Aggregate	\$50,000	

*EEOC = Equal Employment Opportunity Commission

LAW ENFORCEMENT LIABILITY

Occurrence

Standard Coverage	Limit
Per Wrongful Act	\$1,000,000
Annual Aggregate	\$3,000,000
Deductible Each Wrongful Act (Expenses included within retention)	\$25,000
Retroactive Date	N/A

AUTOMOBILE LIABILITY

Standard Coverage	Limit	Symbol
Liability Limit (CSL)	\$1,000,000	1
Deductible	\$0 Per Accident	
Uninsured Motorist	\$100,000	2
Underinsured Motorist	Included	2
PIP/No Fault	Unlimited	5
Hired & Non-Owned		Included
Total Units Quoted		92

AUTOMOBILE PHYSICAL DAMAGE

Standard Coverage	OCN	Deductible	Units	Valuation	Symbol
Comprehensive	\$6,968,489	See Schedule	92	See Schedule	10
Collision	\$6,968,489	See Schedule	92	See Schedule	10

AUTO COVERAGE CONDITIONS

1 – Commercial Automobile Liability (Symbol 1)

Coverage is automatically provided for Any Auto.

2 - Commercial Automobile Physical Damage (Symbol 10)

Coverage is automatically provided only for those “autos” you own that meet the requirements listed below:

1. Autos shown in the Declarations as having physical damage coverage, as of the effective date shown in the Declarations; or
2.
 - a. “Auto” you newly acquire after the effective date and report to us prior to the expiration date, shown in the Declarations; and
 - b. “Auto” is of similar make, model and departmental usage as any “auto” that is currently covered under this policy for Physical Damage coverage; and
 - c. Vehicle value is less than \$250,000; and
 - d. Vehicles covered at Actual Cash Value.

IMPORTANT NOTE: For those auto(s) that do not meet the conditions outlined in 2a thru 2d above, there is no automatic coverage. A request for coverage must be submitted within 5 business days of the change. Auto Physical Damage coverage will then be added, by endorsement, for the appropriate premium charge. For auto(s) that meet these conditions, please continue to send change requests as soon as you are able, but no later than the expiration date of the policy (refer to 2a above) for accurate record-keeping and claims verification purposes, however an endorsement will not be issued.

PROPERTY

Standard Coverage

	Limit
Building	\$68,070,644
Business Personal Property	\$28,856,130
TOTAL INSURED VALUES	\$96,926,774
Blanket Limit Applies	Yes
Cause of Loss Form	Special
Co-Insurance	Agreed Amount
Deductible	\$5,000
Valuation	RC
Margin Clause	N/A

Other Perils	<u>Included/ Excluded</u>	Limit	Deductible	Subject to Minimum
Wind/Hail	Included		\$5,000	N/A
Flood	Excluded	N/A	N/A	
Earthquake	Excluded	N/A	N/A	N/A

EQUIPMENT BREAKDOWN

Coverage Applies To: **All Locations EXCEPT 200 Waterworks
& 201 Waterworks**

COVERAGES

Limit

Equipment Breakdown	\$100,000,000
Property Damage	Included
Business Income	\$500,000
Extra Expense	Combined with Business Income
Civil Authority	Combined with Business Income
Contingent Business Income	\$1,000,000
Data Restoration	\$1,000,000
Demolition	\$1,000,000
Expediting Expenses	\$1,000,000
Green	\$1,000,000
Hazardous Substances	\$1,000,000
Mold	\$1,000,000
Newly Acquired Locations	\$5,000,000
Off Premises Equipment Breakdown	\$1,000,000
Ordinance or Law	\$1,000,000
Perishable Goods	\$500,000
Public Relations	\$5,000
Service Interruption	Combined with Business Income
Interruption of Service Waiting Period	24 Hours

DEDUCTIBLE

Combined, All Coverages	\$5,000
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EQUIPMENT BREAKDOWN

Coverage Applies To Location(s):

200 Waterworks Ave Hillsdale MI 49242 & 201

Waterworks Ave Hillsdale MI 49242

COVERAGES

Limit

Equipment Breakdown	\$38,669,329
Property Damage	Included
Business Income	Excluded
Extra Expense	Excluded
Civil Authority	Excluded
Contingent Business Income	Excluded
Data Restoration	\$1,000,000
Demolition	\$1,000,000
Expediting Expenses	\$1,000,000
Green	\$1,000,000
Hazardous Substances	\$1,000,000
Mold	\$1,000,000
Newly Acquired Locations	\$5,000,000
Off Premises Equipment Breakdown	\$1,000,000
Ordinance or Law	\$1,000,000
Perishable Goods	\$500,000
Public Relations	Excluded
Service Interruption	Excluded

DEDUCTIBLE

Direct Coverages	\$5,000
Except Transformers	\$200,000
Except ICE/Generator Units	\$250,000

Other Conditions:

"Covered property" does not include transmission and distribution lines.

The cost to purchase power for resale or to meet contract obligations is excluded.

Property Features and Benefits

Description	Limit	Deductible
Business Income Coverages		
Business Income and Extra Expense	\$500,000	72 Hours
Dependent Property	\$100,000	72 Hours
Interruption Of Computer Operations	\$10,000	72 Hours
Lease Cancellation Moving Expenses	\$5,000	None
Newly Acquired or Constructed Property - Business Income	\$500,000	72 Hours
Off Premises Utility Failure-Business Income	\$50,000	24 Hours
Ingress or Egress	\$25,000	72 Hours
Pollutant Clean Up and Removal	\$25,000	72 Hours
Coverage Modifications		
Ordinance and Law		
Coverage A – Undamaged Portion of Building	Included	Included
Coverage B – Demolition	\$1,000,000	Included
Coverage C – Increased Cost of Construction	\$1,000,000	Included
Accidental Classroom Chemical Spills	\$50,000	\$5,000
Accounts Receivable Records	\$100,000	\$5,000
Accumulation of Surface Water	\$25,000	\$5,000
Animals		
Occurrence Limit	\$10,000	\$5,000
Aggregate Limit	\$50,000	\$5,000
Appurtenant Structures	\$100,000	\$5,000
Audio Visual and Communication Equipment	\$100,000	\$250
Back up of Sewers or Drains	\$1,000,000	\$25,000
Changes in Temperature or Humidity	\$50,000	\$5,000
Commandeered Property	\$250,000	\$250
Computer Equipment	\$250,000	\$5,000

Property Features and Benefits

Description	Limit	Deductible
Portable Computer Equipment		
Per Item Limit	\$1,500	
Per Policy Limit	\$15,000	\$5,000
Course of Construction		
Per Building	\$25,000	\$5,000
Per Policy Year	\$100,000	
Debris Removal - Your Premises	\$250,000	\$5,000
Debris Removal - Wind Blown Debris	\$10,000	\$5,000
Electronic Data	\$100,000	\$5,000
Fine Arts	\$100,000	\$5,000
Fire Department Service Charge	\$25,000	None
Fungus, Wet Rot, Dry Rot and Bacteria (limited coverage)	\$15,000	\$5,000
Glass Display or Trophy Cases	\$5,000	\$500
Inventory And Appraisal	\$20,000	\$5,000
Key Card Coverage	\$25,000	\$5,000
Lock Replacement	\$10,000	None
Money And Securities		
On Your Premises	\$20,000	\$5,000
Away From Your Premises	\$10,000	\$5,000
Newly Acquired or Constructed Property		
Buildings	\$1,000,000	\$5,000
Your Business Personal Property	\$1,000,000	\$5,000
Non-owned Detached Trailers	\$20,000	\$5,000
Off Premises Utility Failure - Damage to Covered Property	\$100,000	\$5,000
Outdoor Property	\$100,000	\$5,000
Outdoor Signs	\$5,000	\$5,000

Property Features and Benefits

Description	Limit	Deductible
Personal Effects and Property of Others	\$50,000	\$5,000
Pollutant Clean Up and Removal	\$500,000	\$5,000
Property In Transit	\$50,000	\$5,000
Property Off-premises	\$50,000	\$5,000
Recharge Of Fire Protection Equipment	\$10,000	None
Retaining Walls	\$5,000	\$5,000
Reward Payments	\$15,000	None
Salesperson's Samples	\$10,000	\$5,000
SCADA Upgrade	\$100,000	\$5,000
Penstock	\$100,000	\$5,000
Sod, Trees, Shrubs and Plants		
Any One Tree, Shrub or Plant	\$1,000	
Occurrence Limit	\$10,000	\$5,000
Spoilage	\$25,000	\$5,000
Theft of Jewelry, Furs, Stamps and Other Specified Items		
Per Item	\$2,500	
Max Occurrence Limit	\$10,000	\$5,000
Undamaged Leasehold Improvements	\$50,000	\$5,000
Underground Fiber Optic Cable		
Any One Occurrence	\$10,000	\$5,000
Each 12-month Period	\$50,000	
Underground Property, Paved Surfaces or Athletic Fields	\$250,000	\$5,000
Valuable Papers and Records (Other Than Electronic Data)	\$100,000	\$5,000

Inland Marine

Standard Coverage	Limit	Deductible	Co-Ins (%)	Valuation
Computer Systems Coverage		\$1,000	N/A	FRC/ACV
Computer Equipment (Portable Computers: \$2,500 maximum limit per item)	\$750,000			
Contractors Equipment			N/A	RC < 20 years
Scheduled Equipment	\$1,329,198	\$1,000		
Blanket Miscellaneous Tools				
Any One Item	\$2,500			
Any One Occurrence	\$26,148	\$1,000		
Equipment Leased or Rented from Others				
Any One Item	\$10,000			
Any One Occurrence	\$130,000	\$1,000		
Fine Arts			N/A	
Scheduled Covered Property	\$93,000	\$1,000		AV
Blanket Unscheduled Property				ACV
Any One Item	\$10,000			
Any One Occurrence	\$250,000	\$1,000		
<u>MISCELLANEOUS PROPERTY</u>			N/A	ACV
Scheduled Property				
Watercraft	\$2,000	\$1,000		
All Other (NOC)	\$16,910	\$500		
<u>Blanket Unscheduled Property</u>				
Miscellaneous Unscheduled Equipment				
Any One Occurrence	\$55,000	\$1,000		
Max Per Item Limit	\$2,500			

CRIME

Description	Limit	Deductible
<u>Employee Theft</u>		
Employee Theft – Per Loss	\$500,000	\$1,000
Faithful Performance of Duty	Included	Included
<u>Forgery or Alteration</u>		
Forgery of Negotiable Instruments	\$500,000	\$1,000
<u>Inside the Premises-Theft of Money & Securities</u>		
Inside the Premises - Theft of Money & Securities	\$500,000	\$1,000
<u>Inside the Premises-Robbery or Safe Burglary of Other Property</u>		
Inside the Premises - Robbery or Safe Burglary of Other Property	\$500,000	\$1,000
<u>Outside the Premises</u>		
Outside the Premises	\$500,000	\$1,000
<u>Computer and Funds Transfer Fraud</u>		
Computer and Funds Transfer Fraud	\$500,000	\$1,000
<u>Money Orders and Counterfeit Money</u>		
Money Orders and Counterfeit Money	\$500,000	\$1,000

EXCESS LIABILITY

Standard Coverage

Limit

Each Occurrence, Offense, Accident or Wrongful Act	\$4,000,000
Annual Aggregate	\$4,000,000

Underlying Insurance

General Liability	\$1,000,000
Public Officials Liability	\$1,000,000
Employment Practices Liability	\$1,000,000
Law Enforcement Liability	\$1,000,000
Automobile Liability	\$1,000,000

CYBER LIABILITY

Named Insured: City of Hillsdale &/or Board of Public Utilities
 Policy Term: 1/18/2024 to 1/18/2025

INSURER: CFC Underwriting Ltd (Underwriters at Lloyd's)

Limits of Liability

Coverage Description

Cyber Incident

\$2,000,000	Cyber Incident Response Costs
\$2,000,000	Legal and Regulatory Costs
\$2,000,000	IT Security and Forensic Costs
\$2,000,000	Crisis Communication Costs
\$2,000,000	Privacy Breach Management Costs
\$2,000,000	Third Party Privacy Breach Management Costs

Cyber Crime

\$250,000	Funds Transfer Fraud
\$250,000	Theft of Funds Held in Escrow
\$250,000	Theft of Personal Funds
\$2,000,000	Extortion
\$250,000	Corporate Identity Theft
\$250,000	Telephone Hacking
\$50,000	Push Payment Fraud
\$250,000	Unauthorized Use of Computer Resources

\$2,000,000	System Damage and Business Interruption
\$2,000,000	Network Security & Privacy Liability
\$2,000,000	Media Liability
\$100,000	Court Attendance Costs

Retention:

Each Claim	\$15,000
Incident Response Costs	\$0

PREMIUM SUMMARY

Named Insured: City of Hillsdale &/or Board of Public Utilities
 Policy Term: 1/1/2024 to 1/1/2025

Line of Business	2023-2024 Premium	2024-2025 Premium - Option 1	2024-2025 Premium - Option 2
Property	\$ 76,708.00	\$ 115,846.00	\$ 110,474.00
Inland Marine	\$ 4,221.00	\$ 4,718.00	\$ 4,718.00
Crime	\$ 3,613.00	\$ 3,747.00	\$ 3,747.00
General Liability	\$ 77,413.00	\$ 77,720.00	\$ 66,591.00
Employee Benefits Liability	Included	Included	Included
Public Entity Management Liability	\$ 15,804.00	\$ 17,154.00	\$ 14,620.00
Employment Practices Liability	\$ 22,236.00	\$ 24,642.00	\$ 22,350.00
Law Enforcement Liability	\$ 15,607.00	\$ 20,847.00	\$ 20,847.00
Commercial Auto	\$ 45,028.00	\$ 51,295.00	\$ 51,295.00
Boiler & Machine	Included	Included	Included
Equipment Breakdown	Included	\$ 19,776.00	\$ 19,776.00
Umbrella	\$ 28,719.00	\$ 31,524.00	\$ 28,562.00
Cyber Liability	\$ 22,250.63	\$ 22,250.63	\$ 22,250.63
<i>Subtotal</i>	\$ 311,599.63	\$ 389,519.63	\$ 365,230.63
Advisor Compensation	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
TOTAL	\$ 361,599.63	\$ 439,519.63	\$ 415,230.63
Premium Difference		\$ 77,920.00	\$ 53,631.00
% Difference		21.55%	14.83%

****Option 2 entails increasing City and BPU's Property deductible to \$10,000 and increasing City and BPU's General Liability, Public Entity Management Liability and Employment Practices Liability deductibles to \$25,000.**

Only increasing City and BPU's Property deductible to \$10,000 would make the total premium \$434,147.63 – a 20.06% (72,548.00) increase from expiring.

Only increasing the City and BPU's General Liability, Public Entity Management Liability and Employment Practices Liability deductibles to \$25,000 would make the total premium \$420,602.63 – a 16.32% (59,003.00) increase from expiring.

RECOMMENDATIONS

Coverage Recommendations

- Active Shooter Liability – Declined in December 2019
- Environmental Impairment Liability – Declined in December 2019

Risk Management / Loss Control Recommendations

- Implement Driver Screening and Acceptability Program

2024 Commercial Property Insurance

Market Outlook

The commercial property insurance market has faced rising premiums since 2017. While such rate jumps showed some signs of slowing in 2022 by largely remaining within single digits, this moderation didn't last in 2023. According to industry data, commercial property insurance premiums surged by an average of 20.4% in the first quarter of 2023 alone. In the latter half of the year, the segment recorded the highest average premium jumps across all lines of commercial coverage at 18.3%. These conditions are primarily the result of another intense season of natural disasters, inflation issues and an increasingly volatile property valuation landscape. Losses stemming from these trends have forced commercial property insurers to continue increasing the majority of policyholders' premiums and introducing more restrictive coverage terms. Looking ahead, insureds who conduct high-risk operations, have poor property management practices or are located in natural disaster-prone areas will likely remain susceptible to ongoing rate hikes and coverage limitations.

Developments and Trends to Watch

- **Natural disasters**—Extreme weather events often leave behind severe property damage. As such, the rising frequency and severity of these catastrophes have continued to pose concerns in the commercial property insurance market. Research platform Bloomberg Intelligence reported that 2023 marks the fourth consecutive year in which global insured losses resulting from natural disasters are projected to exceed \$100 billion. In addition, convective storms (e.g., thunderstorms, tornadoes and hailstorms) surged this past year, contributing to 68% of all weather-related losses in the first half of 2023, according to industry data. Many climate experts predict that natural disaster trends will continue to exacerbate commercial property losses in the future.
- **Inflation issues**—Like other lines of coverage, the commercial property insurance segment has been impacted by inflation issues in recent years, prompting higher premiums and claim expenses when losses occur. These issues have been brought on by a combination of fluctuating material demand, supply chain complications, surging prices for building resources and rising labor costs across the construction sector. Although increased material costs and wage growth trends have certainly softened since their peak in 2021, they continue to exceed pre-COVID-19-pandemic levels, affecting property repair and replacement expenses and related claims.
- **Insurance-to-value (ITV) considerations**—In light of current inflation issues, ensuring accurate property valuations has proven to be a difficult feat. After all, these valuations are tied to the latest building material prices, which have become more volatile over the years. In response, insurance experts are encouraging businesses to be more diligent in performing correct ITV calculations and maintaining ample commercial property coverage; some insurers have even introduced specific ITV standards for their policyholders. An accurate ITV calculation represents as close to an equal ratio as possible between the amount of insurance a business obtains and the estimated value of its commercial building or structure.
- **Reinsurance capacity challenges**—As natural disasters become more severe and inflation sits at elevated levels, commercial property reinsurers are facing a rise in claims and diminished profitability. Consequently, some reinsurers have lowered capacity for catastrophe (CAT) exposures and hiked up primary insurers' premiums. Certain reinsurers have also introduced sublimits and revised their policy wording to establish more distinct coverage restrictions. Although demand for reinsurance remains high, capacity will likely become further constrained in 2024, therefore impacting overall commercial property insurance limitations and costs.

Tips for Insurance Buyers

- Keep your commercial property in good condition at all times and immediately address building issues that could lead to losses and subsequent claims. Provide all relevant loss control documentation to your insurer.
- Analyze your organization's CAT exposures. If your commercial property is located in an area more prone to certain types of natural disasters, implement adequate mitigation and response measures.
- Ensure accurate ITV valuations. From there, determine whether you need to adjust your organization's policy limits to avoid underinsuring your commercial property and facing coinsurance penalties.



This document is not intended to be exhaustive, nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel or an insurance professional for appropriate advice.

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Q2 P/C industry combined ratio, net income at worst levels since 2011: APCIA

By Alex Zank, Front Page News

Mounting underwriting losses pushed second-quarter property/casualty insurance industry net income and profitability to the worst levels since 2011, according to a new report from the American Property Casualty Insurance Association (APCIA).

“While the aggregate industry balance sheet is strong enough to meet its contractual commitments and obligations to consumers and businesses, the ever-increasing challenges from claims cost and expense increases, extreme weather events, legal system abuse, and ongoing regulatory resistance to rate adequacy in a few jurisdictions, continue to have significant negative financial consequences for insurers,” Robert Gordon, senior vice president of policy, research and international for APCIA, said in a statement.

The industry’s combined ratio of 106.5% in Q2 matched the third-quarter combined ratio in 2022, which puts the two quarters in a tie for the worst results recorded since 2011. The first-half combined ratio of 104.3% was 4.4 points higher than last year’s 99.9%. In addition, the Q2 after-tax net income of \$400 million was the lowest level since 2011. First-half net income was \$8.9 billion, representing a pre-tax return on revenue of 2.3% and a “paltry” after-tax return on statutory surplus of 1.8%, according to the report.

Personal and commercial auto lines in particular are experiencing significant loss cost pressures, said APCIA. Personal auto incurred losses have risen faster than premium volume growth. First-half personal auto losses rose 12.3% over 2022, property losses were up 10.7%, and liability losses were up 13.4%. Direct premium growth for all commercial lines in the first half was 6.4%, down significantly from a 13.4% increase a year earlier. Workers compensation premiums grew at 3.1%, following a spurt of 10.5% growth in the same period last year.

APCIA estimated catastrophe (CAT) losses of \$30.7 billion for the second quarter and \$38.4 billion for the first half of the year. Not included in those estimates are the early third-quarter losses of the Maui wildfires and Hurricane Idalia, which are estimated at \$12 billion combined. CAT losses accounted for 10.2 percentage points in the combined ratio for all lines, though their impact on homeowners and commercial property insurance lines “was proportionately much greater.”

“In the U.S., catastrophe losses pushed what would otherwise have been a profitable quarter into underwriting loss territory,” Gordon said. “But it’s not just the weather that is impacting insurance marketplaces and consumers. Across the country, insurers are having to recapitalize after suffering from these historic losses as well as historic high economic inflation, legal system abuse, and worsening regulatory restrictions. Together these pressures have forced some insurers to rebalance their risk nationwide.”

APCIA highlighted legal system abuse as a contributor to social inflation, a term referring to the growth in claims costs associated with rising jury verdicts and legal settlements. Legal expenses

paid by a group of 34 insurers grew 14% from \$421 million in 2019 to \$480 million last year, according to S&P data.

Reporter Alex Zank can be reached at alex.zank@zywave.com

City of Hillsdale Agenda Item Summary

Meeting Date: December 18, 2023

Agenda Item #: New Business

SUBJECT: Vested Risk Strategies Insurance Services Agreement

BACKGROUND PROVIDED BY STAFF: David Mackie, City Manager

PROJECT BACKGROUND:

The City separated the payment of Vested Risk Strategies' services from that of the actual insurance premiums. The agreement is for one year. Attached is their agreement for 2024, which needs to be approved by City Council. The amount, \$50,000, is the same as the last two year.

RECOMMENDATION:

City Council approve the Insurance Services Agreement with Vested Risk Strategies in the amount of \$50,000 for the 2024 calendar year.

INSURANCE SERVICES AGREEMENT

THIS AGREEMENT is made as January 1st, 2024 by and between VESTED RISK STRATEGIES, INC. ("Consultant") and City of Hillsdale &/or Board of Public Utilities ("Client").

WHEREAS, Consultant has certain skills and abilities that may be useful to Client from time to time in the insurance and risk management industry;

WHEREAS, Consultant is an independent contractor willing to provide services to Client for the period contemplated in this Agreement;

WHEREAS, Consultant has advised Client of its willingness, ability and desire to provide advisory services to Client on a regular, but non-exclusive basis;

WHEREAS, Client is desirous of engaging Consultant to provide advisory services to Client on the terms set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals and the terms, conditions and covenants contained herein, it is hereby agreed as follows:

I. APPOINTMENT

- a. Client hereby engages Consultant as an independent contractor for the sole purpose of performing the Services as described in Article III of this Agreement and Consultant accepts such appointment and agrees to perform the Services.
- b. Consultant is and shall remain an independent contractor with respect to its performance and obligations hereunder and shall have no power to act on behalf of or bind Client.

II. TERM OF AGREEMENT

- a. Subject to the terms of this section, this Agreement shall have a term of one (1) year starting as of the date first written above.
- b. This Agreement shall terminate automatically if Client becomes subject to mandatory ineligibility to contract with Consultant under applicable laws and regulations.

III. CONSULTANT DUTIES

- a. Consultant's duties under this Agreement are to provide, at the request of Client, non-exclusive, independent advisory and consulting services to Client for the purposes of assistance in the procurement and placement of Client's property & casualty insurance needs with appropriate insurers and/or performance based insurance options as outlined in Exhibit A.
- b. Consultant shall serve with objectivity and complete loyalty solely the insurance interests of Client and shall render to Client such information, counsel, and service as within the

BE CERTAIN.



knowledge, understanding, and opinion, in good faith of the Consultant, best serves the Client's insurance needs and interests.

- c. Services are limited to an advisory capacity only and represent the opinion(s) and suggestion(s) of Consultant. Notwithstanding the Services being provided by Consultant, Services shall not be construed, in any way, shape or form, as decisions on the part, or in behalf, of Client.
 - d. Client hereby specifically states and agrees that all decisions related to Client's business, operations, personal affairs, and any and all other matters discussed between Client and Consultant, are deemed to have been made and shall be made by Client in its sole and absolute discretion.
 - e. Client hereby specifically states and understands that Consultant is not an attorney, a certified public accountant or a certified financial planner, and that no representations or warranties to that effect have been made by Consultant. Client hereby assumes the sole responsibility for the legality of any and all decisions made, whether or not at the suggestion of Consultant.
 - f. Notwithstanding the above, failure to Consultant with and/or implement the suggestion(s) of Consultant shall not be deemed cause for non-payment of Services.
 - g. A consulting agreement must be retained by the agent for not less than two (2) years after completion of the services.
- IV. **CONSULTANT'S COMPENSATION.** For all services rendered by the Consultant under this Agreement, Client shall pay the Consultant the fees identified on Exhibit A attached hereto and made a part hereof.
- V. **INDEMNIFICATION.** Client agrees to indemnify and hold harmless Consultant and all of its officer, directors and employees ("Indemnities") against any and all costs, losses, liabilities, expenses (including reasonable attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with third party claims against any Indemnity, which result (i) from any act or omission constituting negligence, willful misconduct or breach of fiduciary duty by an officer, director or employee of Client in connection with this Agreement, or (ii) in connection with the Services rendered by the Consultant hereunder.
- VI. **CONFIDENTIALITY.** Consultant shall receive and have access to information that is considered proprietary and confidential to Customer. Both during and after the term of this Agreement, Consultant agrees to preserve and protect the confidential nature of this information without Customer's written consent. Confidential and proprietary information shall include, but not be limited to, any information pertaining to materials, contributors, practices, processes, systems, products, projects, financial condition or business of Customer, but does not include any information that has become publicly available other than by reason of Consultant's failure to comply with this Agreement.
- VII. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

BE CERTAIN.



- a. Each of the parties hereto warrants and represents that it has the authority, corporate and otherwise, to enter into this Agreement and perform in accordance with the terms thereof.
- b. Client acknowledges and agrees that Consultant shall be providing Services hereunder based upon information provided to Consultant by Client. Client warrants and represents said information is true and correct. Client agrees to indemnify Consultant for any breach of the foregoing warranty or representation.

VIII. MISCELLANEOUS PROVISIONS

- a. Neither Client nor Consultant may assign or transfer this Agreement or any rights or benefits under this Agreement to any person or entity without the prior written approval of the other party.
- b. The rights and remedies provided in this Agreement are cumulative and not exclusive and are in addition to any other rights and remedies the parties may have at law or otherwise.
- c. Neither party's waiver of the other's breach of any term, covenant or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition in this Agreement.
- d. The headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any article or section of this Agreement. The covenants contained in or liabilities accrued under this Agreement which, by their terms, require their performance after the expiration or termination of this Agreement shall be enforceable notwithstanding the expiration or other termination of this Agreement.
- e. This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan.
- f. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.
- g. Time is of the essence in the performance of the duties under this Agreement.
- h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- i. This Agreement, and the materials incorporated herein by reference, constitute the entire agreement between the parties. There are not promises or other agreements, oral or written, express or implied, between the parties other than as set forth in this Agreement. No change or modification of, or waiver under this Agreement shall be valid unless it is in writing and signed by duly authorized representatives of Client and Consultant.

BE CERTAIN.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

Vested Risk Strategies, Inc.

City of Hillsdale &/or Board of Public Utilities

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

MI LIC # _____

BE CERTAIN.

EXHIBIT A – SCOPE OF WORK

Fee for Services: \$50,000

Scope of Services

1. Review and assist City in the update of all property values using fixed asset lists and other sources of information as requested by insurance carrier for purposes of renewal.
2. Review and assist City in the update of underwriting information for use by insurance carrier for purposes of quotation.
3. Review quotations submitted for accuracy, quality of coverage and premium competitiveness.
4. Prepare summary of quotations and make recommendations on placement.
5. Place coverage with selected carriers and negotiate any desired changes in premiums, rates, forms, terms and conditions of such coverage.
6. Check invoices, binders, policies, endorsements, etc. for accuracy and order changes and/or corrections as needed.
7. Coordinate, analyze and review loss prevention activity of the insurance carriers.
8. Coordinate, analyze and review appraisals of insurable values by insurance carriers and/or updates of values from department heads and other sources.
9. Meet and discuss insurance policies, loss prevention recommendations, appraisal updates of insurable values and client's needs with insurance carriers.
10. Review leases, contracts, construction documents, etc. as requested by the client as they relate to property and/or boiler machinery insurance needs.
11. Provide annual written survey/summary of all insurance policies, including listing of carriers, dates, premiums and coverages.
12. Provide premium breakdowns as needed of annual premium costs and interact with department heads and other city personnel to determine proper values by department.
13. Attend meetings with client and/or insurance carriers as may be necessary to perform the above services.
14. Provide ongoing advice, assistance and recommendations with respect to client's insurance needs.

BE CERTAIN.

City of Hillsdale

Agenda Item Summary

Meeting Date: December 18, 2023

Agenda Item: New Business

SUBJECT: **Set Public Hearing** – To amend Chapter 30 of the Hillsdale City Code to add a new article V Governing the use of the streets, sidewalks and other public places within the City of Hillsdale for parades and other special events.

BACKGROUND PROVIDED BY: Katy Price, City Clerk

The attached proposed amendment was reviewed at the December 11, 2023 Public Services Committee meeting. The Committee's recommendation was to send the amendment to Council to set a public hearing to allow the public an opportunity to be heard.

RECOMMENDATION:

Council to set a public hearing for Tuesday, January 16, 2024 at 7:00 p.m. for any Council discussion and to allow an opportunity for the public to be heard.

ORDINANCE NO. 2023-_____

AN ORDINANCE TO AMEND CHAPTER 30 OF THE HILLSDALE CITY CODE TO ADD A NEW ARTICLE V GOVERNING THE USE OF THE STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES WITHIN THE CITY OF HILLSDALE FOR PARADES AND OTHER SPECIAL EVENTS.

THE CITY OF HILLSDALE HEREBY ORDAINS that Chapter 30 of the Hillsdale City Code is hereby amended to add a new Article V, which shall state in its entirety as follows:

ARTICLE V. - SPECIAL EVENTS

Sec. 30-141. - Use of public property for special events.

- (a) *Intent.* The City desires to provide the local community an opportunity to hold private events on public property by regulating the use of public parking lots, streets, rights-of-way, and parks in order that they may be reasonably accessed and enjoyed by the general public and not be usurped by commercial or special interest groups to the exclusion of the public, while preserving the health, safety and welfare of the public, remaining fully consistent with the Michigan Constitution, Michigan law, the City of Hillsdale Charter, and other City ordinances, so as to assure the enjoyment of the public at large, all without undue financial costs to the City of Hillsdale or its residents.
- (b) *Definitions.* The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

City-sponsored event means a parade or other event open to the general public that is sponsored in whole or in part by the City, conducted by the City or conducted by or with a non-profit organization or another Michigan governmental entity, and for which the City pays for all or a portion of the costs associated with conducting the parade or other event. City-sponsored events are the Fourth of July Parade and Veteran's Day observance. Other parades and events may be designated by the City Council from time-to-time by resolution.

Non-profit organization means an organization or entity that is exempt from the payment of tax pursuant to section 501(c)(3) of the Internal Revenue Code.

Person means an individual, corporation, limited liability company, partnership, association, and any other recognized legal entity that resides in or is otherwise located within the City of Hillsdale or is otherwise affiliated with entities in the local community.

Special event means a parade or other event that is not a City-sponsored event, including but not limited to an athletic event, festival, show, celebration, performance, display, seasonal event, gathering, video or film production, but excluding residential block parties or other street right-of-way closures already covered by city police policies for such events. Also, temporary daytime use of public park grounds for certain public events with less than 50 people, or for which other use agreement and approval processes are provided for by the City through the City Recreation Department, shall be exempt from this Article.

- (c) *Permitted districts.* Except as otherwise expressly provided in this Chapter including, without limitation, the restrictions contained in Section 30-33(b), in other ordinances of the City, or in the City Charter, private uses on public parking lots, streets, rights-of-way, and parks shall be permitted in all zoning districts including those adjacent to residential districts, as provided in this Article.
- (d) *Approval Procedures for City-Sponsored Events.* All non-profit organizations and non-City governmental entities involved in conducting a City-sponsored event shall submit such application materials and other information relating to the conduct of the parade or other event each year as may be determined to be necessary or advisable by the City Manager in consultation with the Director of the Department of Public Services and with the Director of Public Safety, with such information to be submitted at least ninety (90) days prior to the proposed date of such parade or event. The final plan for the conduct of the City-sponsored event shall be submitted to the City Council for its approval by way of resolution prior to the proposed date of the parade or other event. City-sponsored events shall not be subject to the permitting or payment of costs provisions of subsections (e) through (g) of this section.
- (e) *Approval Required for Special Events.* In order to properly provide for traffic and crowd control, street and property maintenance, and to ensure the protection of the public health, safety, and welfare, it shall be unlawful to participate in any special event upon any City street, sidewalk, public parking lot, right-of-way, park, or other public property of the City unless the person sponsoring or conducting such activity has applied for a special events permit and is granted approval by resolution of the City Council. Use of the Fields of Dreams complex for organized athletics shall be scheduled by the City of Hillsdale Recreation Department. The application for a permit to conduct a special event within a public park shall be submitted to the City Recreation Director, and the application for a permit to conduct a special event on any other public property of the City shall be submitted to the City Manager. All applications for a permit hereunder shall be made in writing by the person or persons in charge of or responsible for the special event, on a form to be provided by the City. Such application shall set forth the following information:
- (1) The name, address and telephone number of the person requesting the permit.
 - (2) The name and address of the organization or group sponsoring the special event.
 - (3) The name, address and telephone number of the person who will act as chairman of the special event and be responsible for the conduct thereof.
 - (4) The purpose of the event and estimated number of persons to attend.
 - (5) The date the event is to be conducted and the hours it will commence and terminate each day.
 - (6) A layout or sketch showing the limits of the area to be used.
 - (7) If determined by the City Manager to be reasonably necessary, the filing of a certificate of insurance coverage insuring the City as an additional insured party in the amount of at least \$1,000,000.00 for public liability and property damage associated with the use.

- (8) Copies of any authorized permits required by any other governmental agency, by state law, or by local ordinance.
- (9) Such other information as the City Manager or the City Council may deem reasonably necessary.
- (f) *Expiration.* The application period for special events permits will begin January 1 for the entire year. The applicant will submit proposed date(s) and the expiration date of their permit shall be on the conclusion of the event date(s) or any rain date.
- (g) *Payment of costs.* The City Council shall from time-to-time by resolution adopt a policy which sets forth the amounts the sponsor(s) or other person(s) responsible for the special event must pay to the City to reimburse the City for the use of City equipment and City services, including, without limitation, the City’s labor costs. Such policy shall have the full force and effect of an ordinance, and any violation of the policy shall be deemed to be a violation of this Article.
- (h) *Penalties.* A violation of this Article or a violation of the conditions imposed in any permit granted by authority of this Article shall constitute a municipal civil infraction, and upon a finding of responsibility therefor shall be punishable by a fine of not less than \$100.00 and not more than \$500.00.

This ordinance shall take effect 15 days from the date of its passage and after publication as provided by Charter.

The foregoing ordinance was duly adopted at a regular meeting of the Hillsdale City Council held on the 16th day of January, 2023.

Adam Stockford, Mayor

Katy Price, City Clerk

Date Proposed: 12/18/2023
 Date Published as Proposed: _____
 Date Enacted: _____
 Date Published as Enacted: _____
 Effective Date: _____

City of Hillsdale

Agenda Item Summary

Meeting Date: December 18, 2023

Agenda Item: Action Item

SUBJECT: EcoSmart Choice Energy Program

BACKGROUND PROVIDED BY: BPU Director Dave Mackie

The BPU would like to offer a voluntary green energy program its customers. The program is available to through AMP to our residential, commercial and industrial customers to offset (25%, 50%, 75% or 100%) of their electric usage with green energy credits. The cost of participation will be born solely by the customer. Attached is the resolution approving participation in the EcoSmart Choice program and Contract with AMP for program services. Currently there are 14 AMP member communities participating in the program including Coldwater, MI.

RECOMMENDATION:

Approve the EcoSmart Choice program resolution and Contract with AMP.

EcoSmart Choice Program
PARTICIPATING MEMBER SCHEDULE
AMP CONTRACT NO. 2024-007932-SCHED
A Schedule to American Municipal Power, Inc.,
and
CITY OF HILLSDALE
Master Service Agreement No. C-12-2005-4628

This Participating Member Schedule (the “**Schedule**”) between **AMP** and the City of Hillsdale (the “**Participating Member**”) has been agreed upon as of January 1, 2024 (the “**Effective Date**”). This Schedule is a schedule under the Master Services Agreement referenced above (“MSA”) the terms and conditions of which shall apply to all transactions hereunder unless specifically set forth to the contrary herein.

Capitalized terms used herein but not defined in the MSA shall have the meaning set forth in Section 10 of this Schedule.

Recitals

WHEREAS, AMP has created the ***EcoSmart Choice*** Program to provide a renewable energy product that the Participating Member can sell to its Customers supported by the purchase and retirement of Renewable Energy Certificates (“REC”) from renewable energy resources, including but not limited to, wind, hydroelectric, solar, biomass, geothermal, and landfill gas to Participating Members;

WHEREAS, Participating Member desires to acquire and AMP desires to provide ***EcoSmart Choice*** services pursuant to this Schedule consisting of Blended Renewable Product, on terms and conditions as set forth herein;

WHEREAS, AMP will supply ***EcoSmart Choice*** product (in MWhs) to the Participating Member and will purchase and retire an equivalent amount of Renewable Energy Certificates (in MWhs) at the conclusion of the program year (referred to as Annual True-Up); and

WHEREAS, pursuant to the terms and conditions identified in Exhibit B, attached hereto, AMP will award Sustainability Grants for approved sustainability projects by Participating Member;

NOW THEREFORE, in consideration of the promises, mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be bound hereby, the Parties agree as follows:

1. Enrollment Set Up

Within thirty (30) days of the Effective Date of this Schedule, the Participating Member shall coordinate with AMP to establish enrollment services, usage tracking procedures and billing templates with regard to the Blended Renewable Product, consistent with the quality standards the Participating Member employs for its other electric services. AMP strongly suggests that the monthly premium included in the price of a Blended Renewable Product is stated on the Customer's monthly bill, but this Schedule does not require the same.

2. Marketing the Branded Product

2.1 Approvals and Marketing. Within sixty (60) days of the Effective Date of this Schedule, AMP shall provide initial Marketing materials to the Participating Member in order to Market the *EcoSmart Choice* Program and the Blended Renewable Product to the Participating Member's potential Customers. Marketing materials shall be mutually agreed upon by AMP and Participating Member, but shall not include TV or video service, or other third party services that require additional cash payments from AMP. The Participating Member shall use commercially reasonable efforts to inform its Customers of the *EcoSmart Choice* Program. The Blended Renewable Product shall be Marketed and sold to Customers under the licensed Mark "*EcoSmart Choice*" and pursuant to the *EcoSmart Choice* Program and the terms and conditions of AMP's approved Brand Standards.

2.2. Compliance with Law; Product Names. Each Party will offer and Market the Blended Renewable Product and the *EcoSmart Choice* Program, as applicable, in compliance with all applicable laws. The Blended Renewable Product shall be referred

to as “*EcoSmart Choice*” renewable energy product, and in all materials in which the *EcoSmart Choice* Mark is used, *EcoSmart Choice* shall be identified as a registered trademark of AMP.

2.3 License of Marks. Participating Member shall have a royalty-free non-exclusive license to use the *EcoSmart Choice* Mark solely for the purposes of participating in the *EcoSmart Choice* Program and in accordance with the terms of this Schedule.

3. Rates.

3.1 Rates. The rate of the Blended Renewable Product shall be calculated as follows: (i) an amount equal to the product of 0.4 Cents (\$0.004) multiplied by the aggregate number of kWhs of the Customer Load set forth in the Quarterly Report for the Blended Renewable Product sold to Customers, rounded to the nearest cent.

3.2 Rate Adjustment. AMP may adjust at any time the rates set forth in Section 3.1 to reflect any increases or decreases in the cost of the RECs purchased by AMP, or the market value of any AMP owned RECs provided by AMP and assigned to the *EcoSmart Choice* program to fulfill its obligations hereunder. Participating Member will receive notice at least forty-five (45) days before AMP adjusts the rates set forth in Section 3.1.

4. Sale of Blended Renewable Product to Customers; Reporting; Invoicing; and Remittances.

4.1 Sale of Blended Renewable Product to Customers. The Participating Member shall offer for sale and sell the Blended Renewable Product to Customers, in each case at a rate for each kWh (or each MWh) of the Customer Load for such Branded Product equal to the sum of an amount not to exceed: (i) the customers’ applicable rate per kWh (or per MWh) set forth in the Participating Member’s otherwise applicable rate schedule, plus (ii) the rates set forth in Section 3.1. At the option of the Participating Member, the Customer shall have a choice of receiving Blended Renewable Product equal to twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%), one hundred percent (100%), or other percentage amount as

determined by the Participating Member, of the Customer's energy usage. Any other percentage amounts offered to the Customer by the Participating Member must be confirmed in writing to AMP.

4.2 Customer Load Reporting; Quarterly Report. Within fifteen (15) calendar days after the end of each Quarter, the Participating Member will deliver to AMP a report (the "Quarterly Report") indicating, for that Participating Member: (i) the total number of Customers enrolled to purchase the Blended Renewable Product during each calendar month, or period of time mutually agreed upon by the Parties, in that Quarter; (ii) for each Branded Product, the actual or estimated Customer Load for such month in the aggregate expressed in kWhs for the Blended Renewable Product; and, (iii) such other enrollment, cancellation and Customer information as mutually agreed to by the Parties. Frequency of reporting may be adjusted based on mutual agreement by the Parties.

4.3 Invoices to Participating Member. Subject to the terms and conditions of this Schedule and the MSA, and pursuant to Section 3 herein, within thirty (30) calendar days of receipt of the Quarterly Report, AMP shall invoice the Participating Member for the purchase of the Branded Product ("Quarterly Invoice") for each kWh in the Customer Load for Blended Renewable Product sold to the Participating Member at a per kWh rate equal to \$0.004 per kWh (or \$4.00 per MWh) in accordance with this Schedule and the MSA, adjusted as set forth in Section 3.2 herein.

4.4 Quarterly Remittance of Participating Member to AMP. Subject to the terms and conditions of this Schedule and the MSA, and pursuant to Section 3 herein, within thirty (30) calendar days of receipt of the Quarterly Invoice, the Participating Member shall remit to AMP the amount in the Quarterly Invoice for the purchase of the Branded Product ("Quarterly Remittance").

5. Purchase and Retirement of RECs.

Pursuant to the terms and conditions of the MSA and this Schedule and during its term, at the end of each calendar year during the term of the agreement, AMP shall conduct an Annual True-Up whereby, on behalf of the Participating Member, AMP shall purchase an amount of RECs ("Purchased RECs") equal to the Customer Load but not

to exceed the amount invoiced to Participating Member during the Reporting Period, combined with any amount remitted to AMP from the prior Reporting Period. All such Purchased RECs will represent energy (measured in kWh or MWh) generated by appropriate resources during the Reporting Period as determined by AMP. Purchased RECs shall be matched with the Customer Load as set forth herein and AMP shall retire the Purchased RECs as soon as practically possible. In no event shall any such RECs be resold or claimed by AMP or the Participating Member for any purpose other than the *EcoSmart Choice* Program.

6. Term and Termination

6.1 Term. Subject to termination of this Schedule pursuant to the terms set forth herein, the initial term of this Schedule shall commence as of the Effective Date hereof and shall expire on December 31, 2025 (generally approximately two years following execution). After the initial term, this Schedule shall be renewed for additional two-year terms, each subject to termination of this Schedule pursuant to the terms and conditions set forth herein unless a Party notifies the other Party of its desire to not renew this Schedule, at least ninety (90) calendar days prior to the end of any term.

6.2 Termination. Prior to the expiration of any term, this Schedule may be terminated in the event of the occurrence of any of the following events: (i) upon the occurrence of a Regulatory Event, negotiation, and notice as described in Section 7; (ii) by mutual written agreement of the Parties; or (iii) upon AMP's material failure to provide RECs in accordance with Section 4 hereof.

7. Regulatory Event

Upon the occurrence of a Regulatory Event, the adversely affected Party shall within thirty (30) calendar days give notice to each of the other Party that such event has occurred. Within ten (10) calendar days, or such other period as the Parties may agree to in writing, each Party will enter into good faith negotiations with the other Party to amend or replace this Schedule. In the case of a Regulatory Event, the Parties shall attempt to amend this Schedule so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. In either case, if the Parties are unable, within thirty (30)

calendar days of initiating negotiations, or such other period as the Parties may agree to in writing, to agree upon an amendment to this Schedule, the adversely affected Party shall have the right, upon subsequent additional fifteen (15) calendar days prior written notice, to terminate this Schedule.

8. Force Majeure.

Other than the obligation to make payments for completed performance, a Party shall not be considered to be in default of its obligations hereunder, if its failure results directly from a Force Majeure event, including but not limited to, any act of God, fire, casualty, delay or disruption in transportation, flood, storm, natural disaster, civil war, strike, lockout, epidemic, destruction or shutdown of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, or any other cause beyond a Party's reasonable control. In the event that a Party is unable, wholly or in part, to meet its obligations under this Schedule due to a Force Majeure event, the obligations of such Party, so far as they are affected by such Force Majeure, shall be excused from the inception throughout the period of continuance of the Force Majeure. In the event any Party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations hereunder, it is agreed that upon such Party's (the "Claiming Party") giving notice and full particulars of such Force Majeure to each of the other Party as soon as reasonably practicable, using best efforts to provide notice within three (3) business days, after becoming aware of the cause relied upon, such notice to be confirmed in writing to each of the other Parties, then the obligations of the Claiming Party shall, other than the obligation to make payments due hereunder, and to the extent they are affected by such Force Majeure, be suspended during the continuance of said inability but for no longer period. In the event a Party receiving such notice of an event of Force Majeure objects to or disputes the existence of an event of Force Majeure, such receiving Party shall send notice to each the other Parties of such objection or dispute of the existence of an event of Force Majeure as soon as reasonably practicable following receipt of such notice of an event of Force Majeure. The Claiming Party affected by an event of Force Majeure shall use commercially reasonable efforts to fulfill its obligations hereunder and to remove any disability caused by such event at the earliest practicable time.

9. Customer Complaints.

If a Party receives a complaint from a Customer or potential Customer, or a complaint is filed with a governmental or regulatory authority, regarding the *EcoSmart Choice* program provided under this Schedule, such Party will, as soon as possible and in no event later than five (5) Business Days of receiving notice of the complaint, give the other Party notice of the complaint. The Participating Member shall, at its expense, be responsible for handling all Customer complaints related to the Blended Renewable Product; provided, however, the Participating Member may request AMP to assist it with any Customer complaints. The Parties will work expeditiously and in good faith to share information about the complaint and the facts giving rise to the complaint.

10. Definitions.

“Annual True-Up” means AMP’s process of balancing the total amount of MWh sold by Participating Members under the *EcoSmart Choice* program in a given calendar year with an equal amount of Renewable Energy Certificates, which are purchased and retired by AMP.

“Blended Renewable Product” means a product consisting of RECs, purchased by AMP and retired by AMP on behalf of Customers, from a variety of renewable energy resources to be Marketed to potential Customers under the licensed Mark “*EcoSmart Choice*”, pursuant to the *EcoSmart Choice* Program and the terms and conditions set forth in this Schedule. The Blended Renewable Product shall match a percentage of kWhs/MWhs of a Customer’s energy usage for the specified period of time. At the option of the Participating Member, the Customer shall have a choice of receiving Blended Renewable Product equal to twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%), one hundred percent (100%), or other percentage amount as determined by the Participating Member, of the Customer’s energy usage.

“Customer Load” means the aggregate amount of energy, expressed in kWhs and/or MWhs, as applicable, delivered to Customers purchasing the Blended Renewable Product, as measured at such Customers’ meters by the Participating Member serving such Customers over a specified period of time.

“Customers” means all eligible retail customers of the Participating Member who purchase any of the Blended Renewable Product from the Participating Member.

“EcoSmart Choice Program” means the retail REC program jointly entered into by the Parties to promote, Market and sell the Blended Renewable Product to potential Customers, pursuant to the terms and conditions of this Schedule.

“Mark” means the *“EcoSmart Choice”* name and trademark, attached as Exhibit A or as subsequently updated or revised, owned by AMP and registered with the United States Patent and Trademark Office.

“Market”, “Marketed” or “Marketing” means customer communications and outreach activities associated with increasing and maintaining purchases of the Blended Renewable Product by potential and current Customers.

“Purchased RECs” has the meaning set forth in Section 5 above.

“Quarterly Invoice” has the meaning set forth in Section 4.3 above.

“Quarterly Remittance” has the meaning set forth in Section 4.4 above.

“Quarterly Report” has the meaning set forth in Section 4.2 above.

“Regulatory Event” shall mean any of the following events hereunder: (i) due to the adoption of, or change in, any applicable law, or in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation under this Schedule; (ii) any regulatory agency or court having jurisdiction over this Schedule requires a material change to the terms of this Schedule that materially and adversely affects a Party’s ability to perform hereunder; (iii) any regulatory agency issues new regulations, amends existing regulations, or, issues an order, or a court enters an order, the effect of which is to adversely and materially affect a Party’s ability to perform hereunder; (iv) any action by a governmental or regulatory authority with jurisdiction over the Parties that adversely and materially affects a Party’s ability to perform hereunder; or (v) any ad valorem, property, occupation, severance, generation, first use, conservation, BTU or energy, transmission, utility, gross receipts, privilege, sales, use, consumption, excise, lease, transaction or other governmental charge, license, fee or assessment (other than

such charges based on net income or net worth), or increase in such charges, or application of such charges to a new or different class of parties, enacted and effective after the Effective Date that adversely and materially affects a Party's ability to perform hereunder. Regulatory Events do not include actions of any officer, legislative authority or regulatory authority of the Participating Member.

“Renewable Energy Certificate(s)” or “REC(s)” means (i) fuel source, emissions and other environmental characteristics, and avoidance of emissions, resulting from the generation of renewable energy or otherwise and (ii) the REC reporting rights. One (1) REC shall be associated with one (1) MWh of energy generated from a renewable energy resource, including but not limited to wind, hydroelectric, solar, biomass, geothermal and landfill gas.

“Sustainability Grants” means monies in the form of grants that may be made available by AMP to *EcoSmart Choice* Participating Members as set forth in EXHIBIT B, attached.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Schedule as of the Effective Date.

AMERICAN MUNICIPAL POWER, INC.

**CITY OF
HILLSDALE, MICHIGAN**

By: _____
Name: Adam Ward
Its: Senior Vice President of Member
Services, Environmental Affairs &
Policy

By: _____
Name: _____
Its: _____

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Lisa McAlister
Senior Vice President and General Counsel
for Regulatory Affairs

Legal Advisor

Attachments: EXHIBIT A

 EXHIBIT B

EXHIBIT A



EXHIBIT B

Sustainability Grants under AMP's *EcoSmart Choice* Program

I. Overview

As part of AMP's *EcoSmart Choice* green-pricing program, in the event that program revenues exceed program expenses in an amount equal to or exceeding \$5000.00 in a given calendar year, AMP will provide Sustainability Grants to Participating Members pursuant to the terms and conditions set forth herein.

II. Eligibility

Only Participating Members in AMP's *EcoSmart Choice* program in a given year who submit a valid *EcoSmart Choice* Sustainability Grant application shall be eligible to receive Sustainability Grants for that given year.

III. Calculating Available Funds for Sustainability Grants

Each February, AMP will total MWhs sold under the *EcoSmart Choice* program during the previous calendar year by each Participating Member, and shall purchase and retire an equal amount of Renewable Energy Certificates (RECs), consistent with the Annual True-Up Procedures. If program revenues exceed program expenses for the previous calendar year by an amount equal to or exceeding \$5000.00, AMP will designate the available excess revenue for Sustainability Grants. In the event that the program revenues do not exceed program expenses by \$5000.00 or more, any excess revenues will be carried over to the next program calendar year. If funds are available, Sustainability Grants shall be awarded each April to Participating Members who applied for such Sustainability Grants and have eligible projects. The Sustainability Grants shall be based on a *pro-rata* share of each Participating Member's *EcoSmart Choice* MWhs sold during the previous calendar year.

IV. Eligible Projects

An eligible project is submitted by a Participating Member that demonstrates a commitment to sustainability through the promotion of balancing environmental, economic, and community interests. Examples of eligible projects could include, but are not limited to, installing solar or other local renewable generation, tree planting in public parks and spaces, energy efficiency and weatherization improvements to public buildings, supporting local charities, energy and environmental education programs in schools / for customers, economic development activities, etc. Sustainability Grants are not merit-based and will not be awarded on a first-come, first-served basis; however, no Sustainability Grants shall be awarded in absence of an application from a Participating Member.

V. Application Process

Each Participating Member wishing to receive a Sustainability Grant based on its participation in the *EcoSmart Choice* program for the previous year shall submit an application (form to be supplied) to AMP by March 15, identifying a proposed sustainability project or projects. AMP will review all applications and make grants available in April to Participating Members who submitted valid applications. The amount of each Sustainability Grant shall be based on a *pro-rata* share of each Participating Member's *EcoSmart Choice* MWhs sold during the previous calendar year.

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PARTICIPATION IN
THE ECOSMART CHOICE PROGRAM AND PROVIDING FOR CORRESPONDING
ELECTRIC SYSTEM RATES AND REQUIREMENTS**

WHEREAS, the City of Hillsdale, Michigan (“Municipality”) owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and taxpayers; and

WHEREAS, American Municipal Power, Inc. (“AMP”) is an Ohio nonprofit corporation that functions as a wholesale power supplier and services provider for certain member municipalities, including Municipality, that operate electric systems (“Members”); and

WHEREAS, AMP has developed a green energy program named EcoSmart Choice® (“EcoSmart Choice Program”) that provides for the purchase of green / renewable energy electricity products, including the green attributes from energy generated from wind, hydroelectric, solar, biomass, geothermal, landfill gas, and other approved generating facilities, to certain consumers within Member communities, including Municipality’s community; and

WHEREAS, Municipality desires to participate, and AMP desires for Municipality to participate, in the EcoSmart Choice Program, on terms and conditions as generally set forth in a participating member agreement between AMP and Municipality (“Participating Member Agreement”), on file with the Clerk; and

WHEREAS, this measure will contribute to the policy goal of sustainability by promoting the use and development of green/renewable power.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hillsdale, Michigan, that:

SECTION 1: The Director of Public Utilities is hereby authorized to enter into a Participating Member Agreement between AMP and Municipality to enable Municipality to participate in the EcoSmart Choice Program, substantially in the form of the Participating Member Agreement.

SECTION 2: The Director of Public Utilities is hereby authorized to provide for rates and requirements applicable to Municipality’s electric utility system for purposes of effectuating the EcoSmart Choice Program, as Director of Public Utilities shall deem necessary and advisable, in conformance with the pricing and payment provisions of Section 1 and Section 4 of the Participating Member Agreement.

SECTION 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION 4: If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

The foregoing Resolution was duly adopted at a regular meeting of the Hillsdale City Council held on the 18th day of December, 2023.

Adam Stockford, Mayor

Katy Price, City Clerk

City of Hillsdale Agenda Item Summary

Meeting Date: December 18, 2023

Agenda Item: New Business

SUBJECT: Resolution to Amend the Hillsdale Board of Public Utilities Customer Service, Electric, Water, and Sewer Department Rules and Regulations

BACKGROUND PROVIDED BY: David Mackie, BPU Director

As directed by the Hillsdale Board of Public Utilities, a review of the Rules and Regulations were completed. Staff recognized some changes to the rules that needed updating. 2019 was the last update to the rules and regulations. Attached to this item is a summary of the changes, an approval resolution and the updated Hillsdale BPU Rules and Regulations.

RECOMMENDATION:

City Council approve the Hillsdale BPU Rules & Regulations as amended.

Rules and Regulations
Summary of Changes
November 2023

Customer Service:

1. Added a deposit maybe required. A new account fee will be added to the first bill. All outstanding balances must be paid in full to establish a new account.
2. Added to cancel automatic bill pay at any time once a form is filled out and signed. (page 8)
3. Updated hours and took off option to pay at Nash Drugs and out-side sites (page 11)
4. Added if online payments are returned cash payments maybe required for future payments. (page 11)
5. Clarified a reconnection fee plus account balance in full must be paid before reconnection. (page 13)

Electric Department:

No major changes

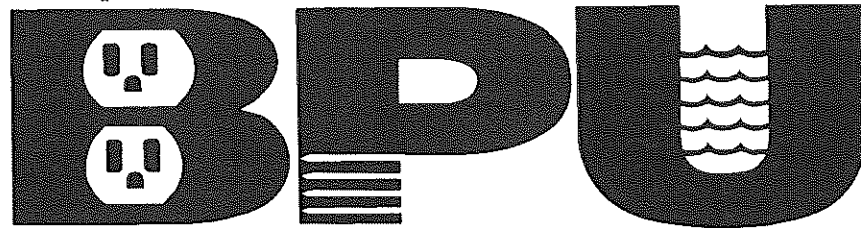
Water & Sewer Department:

No major changes

Fees & Charges: (Schedule A - Fees and Charges)

1. Changed Trip Charge (door hangers, disconnects, etc.) from \$35 to \$40
2. Reconnection Charge (per utility) from \$35 to \$50
3. After hour services minimum from \$150 to \$200
4. Single Phase Line Extension overhead and underground changed to current cost
5. Added ¾" water tap in the amount of \$1,500
6. Added a deposit of \$2,500 must be paid at time of application for water tap over 2"
7. Added Water service abandonment fee of \$500
8. Added a Sewer Tap fee of \$500
9. Changed banner fee from \$350 to \$450
10. Added all equipment will be billed at MDOT Schedule C

City of Hillsdale, Michigan



Board of  Public Utilities

HILLSDALE BOARD OF PUBLIC UTILITIES

CUSTOMER SERVICE ELECTRIC DEPARTMENT WATER AND SEWER DEPARTMENT **RULES AND REGULATIONS**

SCHEDULE A – FEES AND CHARGES

December 2023
BPU Resolution #
City of Hillsdale Resolution #

Last update – July 2019
BPU Resolution #209
City of Hillsdale Resolution #3387

Adopted by: Hillsdale Board of Public Utilities
Resolution #167 dated
February 8, 2005

Passed by City Council
Resolution #1871 dated
February 21, 2005

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- **Appendix VII – ELECTRIC GENERATOR INTERCONNECTION REQUIREMENTS AND INTERCONNECTION STUDY AGREEMENT**

CUSTOMER SERVICE PROCEDURES

Section 1

APPLICATION PROVISIONS

Application for Service

Services established are to be in the name of the legal occupant of the property, i.e. the owner, legal tenant, or a guardian or personal representative if the owner or tenant should be incapacitated. Any service set in the name(s) of a person(s) who becomes deceased is required to be changed to the name of the legal occupant of the property. Any service not corrected, after notification by the BPU, may be subject to disconnection. The application to request a service can be found in Appendix I – “Application for Service.” A deposit maybe required. A new account fee will be added to the first bill.

Outstanding Utility Bills

All outstanding balances must be paid in full to establish a new account.

Section 2

DEPOSIT PROVISIONS

Our Deposit Policy

The Hillsdale Board of Public Utilities deposit policy is designed to assess the credit risk associated with applications for new or continued service, while protecting the assets of our utility.

This policy is based upon the use of a technology-based screening tool called the ONLINE Utility Exchange to assess credit risk at the point of application and charge deposits only to those potential customers and existing customers who pose credit risk.

Deposit Criteria

The Hillsdale Board of Public Utilities shall consider the status of the applicant and the property for which service is requested and act according to the following criteria:

New Account:

If a property can be liened as allowed by law, then no deposit will be required.

If a property cannot be liened as allowed by law:

1. Applicants who return no credit risk (returned by ONLINE Utility Exchange 0.0% to 10.0% risk), will pay no deposit amount; all other deposits will be as follows: (returned by ONLINE Utility Exchange 10.1% to 25.0% risk) will pay \$100, (returned by ONLINE Utility Exchange 25.1% to 50.0% risk) will pay \$175, (returned by ONLINE Utility Exchange 50.1% to 75.0% risk) will pay \$225, (returned by ONLINE Utility Exchange 75.1% to 100.0% risk) will pay \$400.

A service applicant who provides a social security number that is returned as deceased, non-issued, belonging to a person under the age of 18, or belonging to a person other than the applicant, or is fraudulent, shall be denied service until that person supplies a valid social security number.

2. Payment of any deposit is expected in full at the time of notification before the account can be established. Payment arrangements will not be accepted on deposits.

Existing Account:

Any existing customer who becomes delinquent and has had two or more disconnects in any consecutive 12-month period, shall be deemed to have an unsatisfactory payment record and must pay a maximum deposit to continue service. The maximum deposit will be an amount

of \$400.00. Payment of any deposit is expected in full at the time of notification. Payment arrangements will not be accepted on deposits.

Deposit Duration

Deposits may be credited to the customer accounts after eighteen months if the account has been paid by the specified due dates and no penalties have been incurred, at the discretion of The Hillsdale Board of Public Utilities.

The Hillsdale Board of Public Utilities will refund a deposit upon discontinuance of service. The deposit will be applied against any outstanding balance for utility service and the remainder (if any) will be refunded to the Customer.

Section 3

METER READING

Utility Meters and Meter Readings

Utility service furnished to a property is measured by meters at that property for the electric, water, and sewer services. In the case of the sewer utility, the volume of water furnished to a property is the measure of the sewage discharged, unless the Customer secures a special meter after explicit BPU approval.

The meter is the property of the BPU, but in the care and custody of the Customer. The property owner and/or tenant are prohibited from removing, damaging, or tampering with the meter. A safe passageway must be maintained for meter access by the BPU. Additionally, the property owner and/or tenant have the responsibility to keep the meter free from obstructions by restraining pets, and/or by removing obstacles that the BPU might encounter at that property. The Customer shall permit only authorized agents of the BPU or other persons lawfully authorized to do so, to inspect, test or remove the same. If the meters or metering equipment are tampered with, damaged, or destroyed, the cost of discovery, investigation, unmetered usage and necessary repairs or replacements shall be paid by the customer.

The Customer has the responsibility to provide ready free access for meter readings if the meter is in a locked place. Failure of the Customer to provide ready free access may result in the termination of utility service until suitable access is provided. BPU personnel will be reasonably careful in operation, maintenance, removal and replacement of BPU owned equipment; however, it will be at the owner's expense and responsibility for

moving inappropriate structures, shrubbery and landscaping and its replacement thereof, if the Customer-owned structures interfere with access or service by BPU personnel.

Most water meters are located in the basement of residential property. As it deems necessary, the BPU may request access to the inside water meter for verification, testing, changing, etc.

Once each month, on approximately the same date, the BPU is scheduled to read the meters at the property manually as needed. BPU employees carry identification, which the Customer may ask to see for their own protection. Though the BPU attempts to read the meters each month, there are occasions when the BPU may have to estimate the Customer's monthly bill. Situations such as extreme weather conditions, emergencies, or the inability of the BPU to gain access to the meters or other circumstances may prevent the BPU from taking a meter reading and require that the bill be estimated.

Meter Accuracy

The BPU shall test the accuracy of all meters, as it deems necessary according to industry standards.

If the Customer requests a test at times other than those scheduled above, then the meter will be tested upon written request of the Customer. If the meter tests accurately according to industry standard (2% slow or fast), the Customer will be responsible for payment of the meter testing fee as set forth in Appendix II, "Schedule A – Fees and Charges." When a Customer requests a meter test, they will be mailed a copy of the meter test results.

Section 4

BILLING PROVISIONS

Billing Accuracy

While the BPU strives to maintain accurate billing, various situations may arise that necessitates an account adjustment. Various billing situations are described below.

Overcharges:

- If the BPU overcharges a Customer due to a billing error such as an incorrect billing code, incorrect reads, or an account not properly established, the BPU shall

refund or credit the amount of the overcharge. No adjustment, refund or credit so made or given shall be for a period in excess of 24 months.

- If a meter tested is found to be more than 2% fast, the BPU shall refund to the Customer an amount equal to the excess charge for the utility metered for a period equal to the time elapsed since the previous test, but not to exceed 12 months.

Undercharges:

- If the BPU undercharges a Customer due to a billing error such as an incorrect billing code, incorrect reads, or an account not properly established, the BPU shall back-bill the Customer for the amount of the estimated undercharge for a period not to exceed 12 months.
- If a meter tested is found to be more than 2% slow, the BPU shall make a charge to the Customer for the utility incorrectly metered for a period equal to the time elapsed since the previous test, but not to exceed 12 months.
- The BPU retains the right to issue an estimated bill for previous periods if a non-registering meter is detected.
- In cases that involve meter tampering or fraud, the BPU may backbill the Customer for the amount of the estimated undercharge.

Except in cases that involve meter tampering or fraud, the BPU shall offer the Customer reasonable payment arrangements for the amount of the backbill, taking into account the period of the undercharge.

Billing Period and Estimated Bills

Bills for utility service are issued at intervals of approximately thirty days. This means that the Customer's bill is calculated and mailed on or about the same date each month. If the BPU was unable to obtain actual meter readings for a billing period, an estimated bill based on previous usage history (past meter readings) will be mailed.

Customers are to immediately contact the BPU Office if they have questions or complaints about a utility bill, at (517) 437-3387.

Budget Billing

The budget billing plan levelizes the Customer's annual billing and is offered as a convenience for the BPU's Customers. There is no extra cost to the Customer under this billing program and the Customer ultimately pays for only the actual utilities that are used.

The monthly average payment amount will be based on one-twelfth of the actual usage over the most recent twelve months. The BPU may, at any time during the 12 month period, adjust the estimate to conform closer to the actual use of service being experienced. The normal equal payment period will be 12 months, commencing in any month selected by the BPU.

Budget billing is reviewed twice annually, in April and October.

If the actual service used during the budget plan period exceeds the bills as rendered, the amount of such excess will be added to the next 12 month budget period. If the actual service used during the budget plan is less than the amount paid, the overpayment will be credited to the Customer's next 12 month budget period. If the Customer discontinues service, the actual amount due or customer credit will be paid in full.

If a Customer fails to pay bills as rendered under the budget plan, the BPU shall have the right to withdraw the plan with respect to such Customer and to request immediate payment of any past due amounts.

The Customer must be on the automatic bill payment program in order to participate in budget billing.

Automatic Bill Payment

Customers also have the option of applying for the automatic bill payment program. This program allows the Customer to have their utility bill deducted from their designated financial institution account on the billing due date. The Customer will still receive their monthly billing information in the mail or email. The Customer can cancel this program at any time once a form is filled out and signed.

Service Fees

A new account fee as established in Appendix II, "Schedule A – Fees and Charges," will be charged each time a new account is established.

Seasonal customers re-establishing electric, water, or wastewater services will also be billed a reconnection charge, as established in Appendix II, "Schedule A – Fees and Charges."

Section 5

DISPUTE PROVISIONS

General

The BPU has established procedures which insures the prompt, efficient, and thorough receipt and investigation of all customer inquires, service requests, and complaints regarding utility services and charges thereof. All such requests must be submitted in written form.

The Customer may file, at any time, a complaint with the BPU concerning a utility bill or any other matter relating to the service. In addition to filing the complaint, the Customer may also request a personal conference with the employee at the BPU who has been designated and authorized to handle such complaints.

The written request must include, at a minimum, the Customer's name, service address, phone number, and general statement setting forth the nature of the complaint, inquiry or request.

The BPU will investigate each request promptly and thoroughly, and if requested, confer with the Customer. Following each investigation, the BPU will notify the Customer of its findings and resolution of the matter.

Usage Concerns

When a Customer indicates that they have concerns about their usage, the proper service order will be completed. Our service technicians will meet with the Customer and investigate. Often our employees may be able to find the source of the usage. Many times they cannot. While we always strive to assist Customers and help them conserve, we cannot always provide them an answer regarding all of their use.

Section 6

METER TAMPERING

The BPU reserves the right to disconnect any service where, if after reasonable investigation, it determines that a Customer has tampered with any metering equipment.

If after reasonable investigation, the BPU determines that a licensed electrician or plumber has tampered with any metering equipment without proper notice to the BPU, the electrician or plumber will be issued a warning with a copy to the appropriate licensing authority.

Nothing included in this section shall preclude the BPU from seeking criminal prosecution against the offender(s) involved.

Section 7

PAYMENT PROVISIONS

General

Utility bills will be issued at intervals of approximately thirty days. Final billings will be issued in a timely manner following the final read. All charges shall be payable in full at the BPU Office through and including the date shown on the bill rendered. However, two grace days shall be allowed before a late charge is assessed. **Failure to receive a bill shall not entitle a customer to an extension of time for payment or a waiver of the late charge.**

Pay in Person

The BPU has office hours from 7:30 a.m. to 4:00 p.m., Monday through Friday, excluding holidays. Utility bills can be paid in person between 10 a.m. and 4 p.m. or mailed to the BPU Office, 45 Monroe Street. The BPU also has a drop box that can be used to make payments which is located next to the front door at the BPU Office.

Pay by Mail

Payments can be made via mail, with a check or money order sent to the following address:

Hillsdale Board of Public Utilities
45 Monroe St.
Hillsdale, Michigan 49242

On occasion the BPU has received utility payments late even though the Customer believes they have mailed them on time. To avoid possible delays by the postal service, we suggest payments be mailed 2 to 7 days in advance of the due date. Payments are only considered received once they have arrived directly at the BPU Office, and will be keyed the same day as received.

Pay by Phone

Alternatively, utility bills are payable through the BPU's phone payment service, InvoiceCloud, directly reachable at (844) 462-1011. MasterCard, Visa, Discover, and American Express cards are all accepted modes of payment. InvoiceCloud may also be reached by calling the BPU directly at (517) 437-3387 and following the automated voice prompt for redirection. These services are available to customers 24 hours a day for a 3% service fee.

Online Payment

Payments can also be made via the City of Hillsdale website, eliminating the need for paper bills, stamps, and trips to the mailbox or BPU office. Bills may be paid by credit card, debit card, or electronic check 24 hours a day with a 3% service fee. The link to pay a utility bill online can be found below:

<https://bsaonline.com/OnlinePayment/OnlinePaymentSearch/?PaymentApplicationType=10&uid=177>

For all methods of payment: The Customer has the duty to notify the BPU if a bill is not received. Any Customer whose account for utility service is in arrears shall pay the billed amount plus any late charges assessed. If online payments are returned cash payments maybe required for future payments.

Returned Checks

A check returned by the BPU will not be deposited a second time for clearing. A charge shall be assessed in accordance with that set forth in Appendix II, "Schedule A – Fees and Charges." The BPU will require the Customer to pay by cash, certified check, or money order by a certain date or service maybe disconnected.

Responsibility

The Customer is responsible for notifying the BPU as to when utility service is to be taken out of their name. Each Customer shall pay for utility services furnished to their premises until notice has been given to the BPU to discontinue service and for a reasonable time thereafter to enable the BPU to read the meters at their premises. When service is discontinued at any Customer's premises, a final bill for service will be rendered and shall be payable by the date indicated on the bill. The BPU reserves the right to transfer any amounts outstanding on any closed accounts to any active accounts of that Customer.

Final Bill Collection

If a bill for utility services remains unpaid after thirty days, the BPU shall have the right to proceed with the collection of any unpaid bill through a collection agency (ONLINE Collections), or by a lien filed with the City Assessor's Office.

Collection by Lien

The City of Hillsdale shall have a lien upon all real property located within the city limits of Hillsdale as security for the collection of utility rates and charges supplied by the Hillsdale Board of Public Utilities, which lien shall become effective immediately upon the supplying of such utility service and shall thereafter be enforced in the manner provided by law. Any unpaid utility bill that is at least six months delinquent on April 1st of each year must be submitted to the City Assessor as a lien against that property.

Real Estate Agents are encouraged to contact the BPU to inquire about potential liens before closing on a property. All such calls are noted in our files.

Payment Arrangements

Satisfactory payment arrangements, at a minimum, shall be the monthly current bill plus the past due before the next bill is due.

Landlord Tenant Agreement

This agreement is available to landlords in the BPU Office and in Appendix III of this document. Said agreement allows the landlord to choose if service is transferred to their name when a tenant moves out or if it is left off. A properly executed agreement will also protect the property from potential liens from unpaid tenant bills. The BPU retains the right to ask for a deposit from these tenants.

Section 8

SERVICE TERMINATION PROVISIONS

Termination Procedures Related to Moving

If the Utility Customer plans to move, the Customer has the responsibility of notifying the BPU Office at least 2 working days prior to the moving date to arrange for the BPU to discontinue service and for a reasonable time thereafter to enable the BPU to read the utility meters at the Customer's premise.

The Customer is responsible for the billings for utility service until the BPU is able to disconnect service and read the utility meters. When service is disconnected at a Customer's premise for the purpose of moving, the Customer is still responsible for paying the bill by the due date.

Termination for Nonpayment

The following procedures and conditions shall be followed when payment has not been received within the allotted time. Except in an emergency, or as a protection of life or property, the BPU will not terminate utility service for nonpayment of charges on Saturday, Sunday, a BPU holiday or the day before a BPU holiday.

- **Final Notice** When a payment is not received by the stated due date on the bill, or within the two-day grace period, a final notice shall be mailed/emailed to the Customer and a late charge of 4% assessed against the account. This will indicate a "Pay By" date for payment to be received, or for satisfactory payment arrangements to be made, in order to avoid possible disconnection. (Senior Citizens will not be assessed a late charge; however, they will receive the letter.)
- **Disconnection** Approximately 15 calendar days after the final notice, if payment is not received, a door hanger will be delivered to the service address which will give an additional 4 calendar days to make payment. A trip charge will be assessed for delivering the door hanger in accordance with "Schedule A – Fees and Charges." If payment of account balance in full is not received, the service will be disconnected. A trip charge for disconnection will be assessed in accordance with Appendix II, "Schedule A – Fees and Charges." If disconnection occurs, account balance in full must be made before reconnection is granted. A reconnection fee will be assessed in accordance with Appendix II, "Schedule A – Fees and Charges."

Termination for Other Reasons

Without Notice The BPU reserves the right to terminate utility service to any customer, without notice, for any of the following reasons but not limited to:

- Fraudulent representation as to the class of utility service.
- Where the Customer's equipment, wiring, or appliances, or the BPU's equipment or lines are creating or contributing to a serious and/or hazardous condition.
- Tampering with meters or other utility equipment belonging to the BPU.
- Repairs or emergency maintenance of BPU facilities.
- When necessary to protect the BPU from theft, fraud, or abuse.
- An unauthorized utility connection.
- The use of equipment that adversely affects the BPU's services to its other Customers.
- Upon obvious vacating of the premises by a customer who is delinquent, thereby terminating the Customer's relationship with the BPU.
- Unavoidable shortages or interruptions of the BPU's sources of service.
- Fraud or material misrepresentation of identity for the purpose of obtaining utility service.
- Payment arrangements that have not been kept by the Customer.
- Nonpayment of utilities provided.

With Notice The BPU may terminate service to any Customer after one attempt to make personal contact or otherwise give notice by a representative of the BPU for any of the following reasons:

- The Customer's failure to update their temporary electric service to a permanent status or to otherwise fail to make appropriate arrangements to do so with the BPU.
- The Customer's failure to provide free access to its meters and service facilities to inspect, read, test, repair, remove, or replace the same. Locks, dogs, bushes, trees shall not impede such access, rubbish, or in any other manner.

Life Support

When a customer has life support equipment on BPU service, the BPU must receive a doctor's letter substantiating the need. The BPU will maintain a list of those residences with life support and supply such list to appropriate personnel for the purpose of contacting Customers when there is an unforeseen or scheduled power outage. It also enables the BPU to determine where the high priority areas are on the system in an emergency. While placement on this list does help prioritize outage situations, the Customer should have alternate plans for continued support if the outage is extended.

Assistance

There are various agencies that may be able to provide assistance to customers in payment of their delinquent utility bills. That list includes, but may not be limited to:

Department of Health & Human Services	439-2200
Community Action Agency	437-3346
Salvation Army	437-4240
Michigan 211	Dial "211"

Section 9

RESTORATION OF SERVICE PROVISIONS

When service to a Customer's premises has been terminated, the BPU will reconnect the service as soon as practical after receiving full payment

- All past due amounts.
- Trip charges as assessed in accordance with Appendix II, "Schedule A – Fees and Charges."
- Reconnection charges as assessed in accordance with Appendix II, "Schedule A – Fees and Charges."
- Any required deposits as set forth herein.

Payments for restoration of service must be made at the BPU Office at 45 Monroe Street, 10:00 a.m. to 4:00 p.m., Monday through Friday. Payments can be made online or over the phone at any time.

Time and material charges will be applied when reconnecting service that has been disconnected from the tap pole.

Section 10

MULTIPLE DWELLINGS

When an electric or water meter serves more than one dwelling, the account shall remain in the landlord's name. Tenants will not be allowed to put the service in their name.

Section 11

AFTER HOUR CHARGES

Any reconnect for nonpayment performed after normal working hours is subject to the fee as stated in Appendix II, "Schedule A – Fees and Charges."

If a Customer places a call in the after hour emergency mailbox for power problems, water leaks, sewer back-ups, etc. and the BPU responds and it is determined that the cause of the problem is on the Customer's side, then the Customer will be billed for after-hour services as stated in Appendix II, "Schedule A – Fees and Charges."

ELECTRIC DEPARTMENT

Introduction

Service may be taken from the municipal electric utility system as long as all applicable Ordinances of the City of Hillsdale, The National Electric Code, and all Rules and Regulations of the Hillsdale Board of Public Utilities are fully complied with. All necessary right-of-way permits must be filed with the City of Hillsdale.

Elsewhere in this schedule will be found rules governing metering, meter location, meter protection, access to Customer's premises, approval of Customer to use equipment, rules prohibiting the resale of electric service, rules governing service to mixed loads, and service to properties of mixed occupancy.

There are rules that cover service connections, service extension policies, prohibition of the use of low power factor devices and equipment which may cause disturbance of service to others, limitations of the use of electric welders and water heaters, and rules governing the size, type, voltage, and connection of electric motors.

Any new construction or upgrades will require an easement to gain right-of-way to our equipment.

Electric rate information and their corresponding rules and regulations are provided under separate cover.

Prior to any underground excavations the owner/contractor is required to contact the Miss Dig System. The BPU is a member of the Miss Dig System and will be notified of underground excavations in the BPU service area. All costs incurred for repair of overhead or underground distribution facilities due to underground excavation will be the responsibility of the owner, contractor, or entity involved in damaging BPU facilities.

Section 1

CHARACTER AND USE OF SERVICE

The BPU will endeavor, but does not guarantee, to furnish a continuous supply of electric energy and to maintain voltage and frequency within industry acceptable standards as adopted by the BPU.

Municipal utility services are subject to shutdowns, variations and interruptions necessitated by improvements, repairs and/or operation of the system. Whenever possible, notice of intent to temporarily discontinue service will be given to the Customer. The BPU shall not be liable for loss or damage because of temporary interruption in service or because of inadequate or excessive quantity or quality.

The BPU agrees to use reasonable diligence in providing a regular and uninterrupted supply of power, but does not guarantee a constant supply of power, or the maintenance of unvaried frequency or voltage, and will not be liable for damages to the Customer by reason of any failure in respect thereof.

The BPU reserves the right to determine its ability to serve any load, which may be offered for connection to the system. Each application which may require the installation of additional lines and transformers or the enlargement of existing lines and transformers, or which involves the connection of out of the ordinary use devices, will be a matter for special consideration.

The Customer shall use the service so as not to disturb or to interfere with BPU's service to its other customers. Electrically operated devices which could cause objectionable operating conditions on the BPU's system, as determined by the BPU, shall not be attached without the consent of the BPU.

The BPU reserves the right to deny or terminate service to any customer whose wiring or equipment shall be deemed a safety hazard. The BPU disclaims any responsibility to inspect the Customer's wiring or equipment and shall not be held liable for any injury or damage resulting from the provision of service. Any suspect service may be referred to the Electrical Inspector for determination of continued service.

Service that has been disconnected for 6 months or longer requires an inspection and approval by the Electrical Inspector before reconnection.

Section 2

APARTMENT BUILDINGS AND MULTIPLE DWELLINGS

When service is supplied through a single meter to a building containing more than one apartment, the Customer will be billed under the residential rate schedule and the applicable customer charge shall be multiplied by the number of single-family dwelling units so served.

To determine the number of apartments served through one meter, only those rooms, suites, or groups of rooms having individual cooking and kitchen sink accommodations within the unit shall be counted as an apartment.

If a residential Customer has a separate meter on an attached or unattached garage or second building, the rate for that second meter will be under the residential rate schedule unless the building is determined to be used for commercial reasons and therefore necessitate a non-residential rate.

Section 3

COMBINED RESIDENTIAL AND COMMERCIAL USE

When energy is supplied to a combined residential and non-residential Customer, the wiring may be so arranged that the residential usage can be metered separately from the non-residential use.

Service supplied through a single meter will be billed on the residential rate if it can be determined that less than half of the monthly Kwh usage is non-residential. This determination will be made by the BPU.

If it is unable to be determined by the BPU staff as to what portion of usage is residential by the Kwh use, then if more than 50% of the square footage is attributable to residential use, the rate will be residential. If more than 50% of the square footage is attributable to commercial use, then the rate will be commercial.

Section 4

LINE EXTENSION POLICY

General

When application is made for electric service which requires the extension of the BPU's existing distribution lines, the BPU will make such extensions at its own expense when the estimated annual revenue, probable stability of the load and prospective load growth reasonably warrant the capital expenditure required. In all other cases, a contribution in aid of construction will be required as specified below. All extensions will be underground unless deemed unable by BPU.

If it is determined by the BPU that a portion of the proposed extension located within public streets and/or easements can be used to provide electric service to other existing or future customers, or for system reinforcement, the BPU may elect to construct that portion of the extension in the public streets and/or easements at its own expense.

Each extension shall be a separate, distinct unit and any further extension therefrom shall have no effect upon the agreements under which existing extensions were constructed.

Estimated construction costs shall exclude transformers, services and meters.

1. Single Phase Extensions

- (A) Free Extensions: For each permanent dwelling the BPU will provide, at no charge, a single phase line extension from a main line distribution feeder excluding service drop for a distance of up to 600 feet, of which no more than 200 feet is a lateral extension on the Customer's private property. All main distribution feeder extensions must be along public road right-of-ways.
- (B) Financed Extensions: Where the length of the distribution line extension exceeds the free footage set forth above, the Customer will be billed at the completion of the project for the amount exceeding the free footage.

2. Three Phase Extensions

- (A) Free Extensions: The BPU will construct three phase distribution line extensions at its own cost when the cost of such extensions (excluding transformers, service, and meters) to serve general service customers does not exceed three times the total annual estimated revenue to be received

from the Customer to be immediately served when the line extension is completed.

- (B) Financed Extensions: Where the length of the distribution line extension exceeds the free portion set forth above, the Customer will be billed at the completion of the project for the amount exceeding.

3. Farm Service

Service shall be available to farms for residential use under the residential rate schedule and in addition, service may be used through the same meter for any purpose so long as such use is confined to single phase service for the culture, processing, and handling of products grown or used on the Customer's farm. Use of service for purposes other than set forth here shall be serviced and billed on the appropriate non-residential rate schedule.

Section 5

OVERHEAD SERVICE CONNECTIONS

Where suitable supply is available, the BPU will install overhead service wires from its distribution lines to a selected point of attachment on the Customer's premises. The BPU shall select the location of this point of attachment. Should it become necessary, for any cause beyond the BPU's control, to change the location of this point of attachment, all costs of any changes required in the Customer's service entrance wiring made necessary thereby shall be borne by the Customer.

The selected point of attachment for the service wires to the Customer's premises shall be such that adequate ground clearances suitable to the use and need of the area crossed over may be maintained and meet proper requirements. The owner will provide an attachment for the BPU service connection.

Where the height and design of the building or facility to be served is such that the above stated condition cannot be met, or in the event there is no permanent building, the Customer shall provide and continuously maintain, at their expense, a suitable extension, frame, or mast, or a properly guyed, butt-treated line pole with a top diameter of not less than 6 inches and total length of not less than 25 feet, for the attachment of the service wires, all of which shall meet the approval of the BPU.

Service runs shall be as short as practical and terminated with the connection wires extending at least thirty-six (36) inches beyond the service cap or last point of support.

When on a building, such terminals shall be carefully located so as to provide adequate clearance of the service drops and connections from windows, shutters, awnings, eaves troughs, downspouts, vent pipes, radio aerials, lightning rods, chimneys, and similar appurtenances of the structure.

All inside wiring must be grounded in accordance with the requirements of the National Electric Code and the requirements of City and State regulations. All new services and upgrades must be inspected by the Electrical Inspector and released to the BPU for hook-up. The BPU reserves the right to notify the Electrical Inspector of any suspect connections.

Existing over-head Customers: For Customers wanting to switch an existing over-head service to underground, the Customer must bear all costs for the conversion. BPU will unhook old service and connect new service for free of charge. New service will need to be inspected and released by the County Electric Inspector. Underground services must be installed in 2-3" conduit. Service must have two or less long sweep 90 degree elbows. Additional change of direction should utilize 45 degree long sweep elbows.

Section 6

UNDERGROUND SERVICE CONNECTIONS

Secondary Voltages

The BPU, at its option, may direct the owner to install and be responsible for construction of its own underground secondary service from the Customer's service to the BPU's secondary voltage connections.

The Customer, in all cases, shall install the secondary service line from the base of the pole/pedestal/transformer to the premises serviced, subject to the BPU specifications. Before such installation the Customer must submit to the BPU, for approval, plans and designs for such service lines installed by a customer.

Underground services may not be direct buried, they must be installed in approved underground conduit or duct, as directed by the BPU. All underground services shall be effectively protected from mechanical damage for the entire length. All exposed conduits shall be according to the National Electric Code.

Meter locations shall be provided on the Customer's premises as directed by the BPU. Meters are not allowed to be located on BPU poles unless by special permission.

Existing underground Customers with direct bury services, not installed by BPU, will not be repaired or replaced by the BPU.

Primary Voltages

When required, the BPU will provide connections and over-current protection for underground primary service connections, whether to serve customer-owned transformers located on their premises or to serve transformers owned by the BPU and located on the Customer's premises.

Contributions for Construction

The Customer will be responsible to pay the current rate for underground construction as set forth in Appendix II, "Schedule A – Fees and Charges."

When unexpected practical difficulties such as frost, water conditions, rocks near the surface, or other conditions that increase the cost are encountered during the construction of underground extensions, facilities, or services, the applicant shall pay the BPU for such added cost. Additional costs will be billed to the applicant for repaving and concrete replacement.

With new construction, the BPU will backfill trench to existing grade. Cosmetic work is the responsibility of contractor or owner.

Section 7

TEMPORARY SERVICES

Customers desiring lighting and/or secondary power service for a short time only, such as for construction trailers, traveling shows, outdoor or indoor entertainment or exhibitions, etc, which require the installation of a temporary line extension and/or service connections, additional transformers, meters or other facilities of a temporary nature, shall pay the cost of installing and removing all of the facilities necessary to supply such service. The electric contractor will be required to post a deposit before construction of the temporary service is started which will be applied towards the final costs which will be billed in accordance with Appendix II, "Schedule A – Fees and Charges." In addition, the Customer will be billed the Customer charge and usage monthly.

Temporary terminal poles and service equipment shall be installed by the Customer for temporary services and be a properly guyed, butt-treated line pole with a top diameter of not less than 6 inches and total length of not less than 25 feet.

The actual location of the temporary service shall be determined by the BPU.

New houses are exempt from paying the temporary fee, if service will be converted to permanent upon completion of construction.

Section 8

TRANSFORMERS LOCATED ON CUSTOMER'S PREMISES

Pole mounted installations will be made entirely at the BPU expense.

Ground slab or vault installations will be the responsibility of the Customer and, if the situation warrants, protective barriers installed also. All ground slabs, vaults, and enclosing fence must meet National Electrical Code specifications by inspection authorized and as directed by the BPU.

If conditions prohibit the transformer being set in the BPU right-of-way, then installation of the transformer will be on the Customer's property.

Section 9

METER INSTALLATION

Meter Wiring

Meter sockets, service meters, demand meters, metering transformers, and metering transformer cabinets, will be furnished by the BPU. Standard 200 AMP residential sockets will be provided at no cost upon proof of permit. All other sockets must be approved and may be provided by the BPU at cost to Customer.

All conduit for metering purposes and all supports for metering equipment shall be installed by the Customer at the expense of the Customer.

Electric service meters shall be so located that their registers will not be less than 4.5 feet nor more than 6 feet from the floor or grade.

When more than one service entrance switch and/or more than one meter is located on the same premises, each such switch and meter shall be plainly marked to show the type of service that it supplies and the apartment or other portion of the Customer service that it controls.

Inspection of Electric Wiring

The Electrical Code currently in effect requires that all electrical wiring be installed in accordance with the requirements of the National Electrical Code. It also charges the Electrical Inspector with the responsibility of inspecting all electrical wiring installed.

Anything contained in these Rules and Regulations in regard to electrical wiring is deemed to be cooperative with and accessory to any Ordinance or Code affecting that area involved.

Before any electric service entrance is installed or remodeled, permission shall be obtained from the BPU in the form of a site meeting with the electric department supervisor and the appropriate permits filed with the Electrical Inspector.

The general design and arrangement, the location and grouping of the entrance switches and meters, the routing of the service entrance run, and the point of contact with the service drops are all subject to the direction of the BPU and Electrical Inspector who, jointly with the electrician, will be responsible for the arrangement and character of work.

Service Entrance Wiring

Electric service entrance wiring shall be installed in accordance with the latest revision of the National Electrical Code, subject to the approval of the Electrical Inspector.

Section 10

POLE ATTACHMENTS

Use of BPU Equipment

The BPU wires, poles and apparatus, together with any interconnections thereof, are the exclusive property of the BPU, and the connection of a customer's premises thereto does not entitle the Customer to any use thereof except as necessary for the delivery of the BPU's service to the Customer. The use of any part of the BPU's distribution or transmission system by the Customer for carrying foreign electric currents for carrier current transmission, radio or telephone broadcasting or receiving is expressly prohibited.

The BPU may enter into an agreement providing joint use of certain of its poles for approved utility or telecom purposes. The BPU may also enter into a rental agreement with a CATV company providing cable television service to customers within the

BPU's service area. The use of any pole by a telephone/communications company or CATV company without first having entered into a written agreement with the BPU is prohibited.

Please see the Pole Attachment Agreement in Appendix IV and its Wireless Addendum in Appendix V for further information.

1. The unauthorized attachment (including by painting or marking) of any signs, banners, lines, cables, equipment or any other matter to the BPU's poles is prohibited. An application for banner permits can be found in Appendix VI.
2. The BPU may remove or cause to be removed without notice any unauthorized foreign matter from its poles at the expense of the Customer, the person(s) attaching the unauthorized matter, or in the event neither can be identified, the individual, firm or organization which appears to be the primary sponsor, user or beneficiary of the unauthorized matter. The BPU will observe reasonable precaution to prevent any damage resulting from such removal, but will not be liable for any damage thereto.
3. Any pole attachment must comply with all Federal, State, and local rules and regulations, the National Electrical Safety Code and the National Electric Code.

Section 11

COGENERATION

To avoid potential problems associated with having cogenerators connected to the Hillsdale Board of Public Utilities electric system certain protective devices will be required which will provide protection.

1. Induction Generators of all Ratings, and Synchronous Generators Rated 100 KW or Less

In order to overcome the potential problems of reclosing on a generator that is out of phase which would expose the cogenerator's equipment to possible damage and the BPU system to voltage and frequency fluctuations during periods when the power source is interrupted, the following is recommended and any or all may be required by the BPU.

The following equipment shall be installed at the cogenerator's generator at the cogenerator's expense:

- ❖ Electrically operated circuit breaker (52G) on the generator circuit with the appropriate rating and opening time to coordinate with the BPU system.
- ❖ Gang operated disconnect switch with fuses.
- ❖ Over/under voltage relay (Devices 27/59) with timing characteristics to coordinate with the BPU system requirements. The relays will trip the electrically operated circuit breaker for abnormal voltage conditions.
- ❖ Over/under frequency relays (Devices 81/OF and 81/UF) with timing characteristics to coordinate with the BPU system. The relays will trip the electrically operated circuit breaker for abnormal frequency conditions.
- ❖ Two service entrance watt-hour demand meters with detents. One would meter power flow into the Customer and one would meter power flow out of the Customer.
- ❖ Required protective devices for the cogeneration equipment.

The BPU would adjust the distribution circuit reclosing delay time to coordinate with the Customer relaying.

The rating and operation mode of the induction generator can greatly affect the system power factor. Depending on the rating of the generator, power factor correction capacitors could be required. Alternately, the billing rate could include provisions for metering and billing for reactive power flow or for power factor outside an acceptable range. The billing method would be preferred in most cases in that power factor correction capacitors could cause operational problems.

2. Synchronous Generator Rated 100 KW to 1000 KW

In order to overcome the potential problems of: (1) Having the synchronous generator feed a BPU system fault thus causing excessive damage to the BPU system and the cogenerator's system; (2) Flowing power into the BPU system unless contracted for; (3) Exposing the BPU system to voltage and frequency fluctuations during periods when the power source is interrupted; and (4) Ensuring the distribution circuit is deenergized when the BPU source breaker is open, the following is recommended and any or all may be required by the BPU:

The following equipment shall be installed within the cogenerator's system at the cogenerator's expense:

- ❖ Electrically operated circuit breaker (52-G) on the generator circuit with the appropriate rating and opening time to coordinate with the BPU system.

- ❖ Transformer Delta-Wye connected.
- ❖ Gang operated disconnect switch with fuses.
- ❖ Ground detector on the BPU side of the transformer.
- ❖ Directional overcurrent relays (three Device 67V) for detecting faults on the BPU system and tripping the generator breaker (52G).
- ❖ Reverse power relay (Device 32) for detecting power flow in the BPU system. Relay set to trip generator breaker (52G). Relay would be set depending on the contract between the BPU and the cogenerator for amount of power sales.
- ❖ Over/under voltage relay (Devices 27/59) with timing characteristics to coordinate with the BPU system requirements. The relays will trip the generator circuit breaker (52G) abnormal voltage conditions.
- ❖ Over/under frequency relays (Devices 81/OF and 81/UF) with timing characteristics to coordinate with the BPU system. The relays will trip the generator breaker (52G) for abnormal frequency conditions.
- ❖ Two service entrance watt-hour demand meters with detents. One would meter power flow into the Customer and one would meter power flow out of the Customer.
- ❖ Required protective devices for the cogeneration equipment.
- ❖ Synchronizing equipment consisting of incoming and running voltmeters, lights and synchroscope.

Depending on the load on the distribution feeder and setting of the reverse power relay, a transfer trip transmitter and receiver may be required to ensure deenergizing of the distribution circuit when the BPU substation breaker is opened.

If the distribution circuit source breaker has an automatic reclose mode, the reclose time delay may have to be adjusted and a synchronism check relay system and voltage verification system may have to be installed at the BPU source breaker.

3. Synchronous Generator or Multiple Synchronous Generators Rated Over 1000KW

In order to overcome the potential problems of: (1) Having the synchronous generator feed a BPU system fault thus causing excessive damage to the BPU system and the cogenerator's system; (2) Flowing power into the BPU system unless contracted for; (3) Exposing the BPU system to voltage and frequency fluctuations during periods when the

power source is interrupted; (4) Ensuring the distribution circuit is deenergized when the BPU source breaker is open; and (5) Providing adequate protection for the supply transformer, the following is recommended and any or all may be required by the BPU:

The following equipment shall be installed within the cogenerator's system at the cogenerator's expense:

- ❖ Electrically operated circuit breaker on the incoming circuit with the appropriate rating and opening time to coordinate with the BPU system.
- ❖ Transformer Delta-Wye connected.
- ❖ Gang operated disconnect switch.
- ❖ Ground detector on the BPU side of the transformer.
- ❖ Directional overcurrent relays (three Device 67V) for detecting faults on the BPU system and tripping incoming breaker.
- ❖ Reverse power relay (Device 32) for detecting power flow into the BPU system. Relay set to trip incoming breaker. The relay would be set depending on the contract between the BPU and the cogenerator for amount of power sales.
- ❖ Over/under voltage relay (Devices 27/59) with timing characteristics to coordinate with the BPU system requirements. The relays will trip the incoming circuit breaker for abnormal voltage conditions.
- ❖ Over/under frequency relays (Devices 81/OF and 81/UF) with timing characteristics to coordinate with the BPU system. The relays will trip the incoming breaker for abnormal frequency conditions.
- ❖ Phase time overcurrent relays (three Device 50/51) with instantaneous on the line side of the incoming breaker. The relays will trip the incoming breaker. Relays to provide transformer protection and the BPU coordination.
- ❖ Ground fault relay (one Device 51N) on the line side of the incoming breaker.
- ❖ Two service entrance watt-hour demand meters with detents. One would meter power flow into the Customer and one would meter power flow out of the Customer.
- ❖ Required protective devices for the cogeneration equipment,
- ❖ Synchronizing equipment consisting of incoming and running voltmeters, lights and synchronizing scope.

Depending on the load on the distribution feeder and setting of the reverse power relay, a transfer trip transmitter and receiver may be required to ensure deenergizing of the distribution circuit when the BPU substation breaker is opened.

If the distribution circuit source breaker has an automatic reclose mode, the reclose time delay may have to be adjusted and a synchronism check relay system and voltage verification system may have to be installed at the BPU source breaker.

Section 12

NET METERING PROGRAM

Eligibility

Customers must meet the following criteria to be eligible for net metering:

- 1) To participate in the Net Metering Program, a customer must be an HBPU electric customer.
- 2) Only qualified renewable energy sources are eligible to participate in the Net Metering Program. These sources are solar, wind, biomass, hydro, geothermal or other approved renewable resources.
- 3) The nameplate capacity of the renewable generator must be less than 30 kilowatts (kW).
- 4) The renewable generator may not be sized to exceed the Customer's annual electrical energy needs.
- 5) Customers using biomass may not blend it with any type of fossil fuel.

Enrollment

Customers who wish to participate in the Net Metering Program must meet the "Customer Owned Generation Interconnection Policy" as well as the "Electric Generator Interconnection Requirements" (as specified in Appendix VII) for projects with aggregate generator output less than 30 kW. The Generator Interconnection Requirements document outlines the process, requirements, and agreements used to install or modify generation projects with aggregate capacity ratings less than 30 kW and designed to operate in parallel with the utility electric system. Technical requirements (data, equipment, relaying, telemetry, metering) are defined according to type of generation and

location of the interconnection. The process is designed to provide an expeditious interconnection to the utility's electric system that is both safe and reliable.

To start the Net Metering application process, the Customer must request an interconnection study by completing the Interconnection Application found in the "Electric Generator Interconnection Requirements and Interconnection Study Agreement" in Appendix VII. The application fee is \$100.00.

After Hillsdale BPU has completed the interconnection study and approved the proposed interconnection and net metering project, the Customer will be required to enter into an "Interconnection and Operating Agreement." The Customer is responsible for any costs associated with the interconnection.

Generator and Generator Interconnection Requirements

Generator Requirements The Customer's electric generator must be fueled by a qualified renewable energy source; solar. Wind, biomass, hydro, geothermal or other approved renewable resources.

The generator must be located on the Customer's premises and serving only the Customer's premises. For non-dispatchable generators, the nameplate rating of the generator shall be less than 30 kW in aggregate and the generator's annual output may not exceed the customer's annual energy needs, measured in kWh. The Customer is required to provide the company with a capacity rating in kW for the generating unit and a project monthly kilowatt-hour output of the generator unit when completing the HBPU Interconnection Application.

Interconnection Requirements Customers must meet approved interconnection requirements before participating in this program.

Metering Requirements

Hillsdale BPU's Net Metering Program requires that the Customer have an electric bi-directional billing meter. This meter will ensure that the Customer receives the proper credits for electric generation in excess of their consumption. All metering equipment must meet the HBPU standard specifications and requirements and will be furnished, installed, read, maintained, and owned by HBPU.

Billing

Participating Customers will be billed based on the net difference between the amount of electrical energy used and electrical energy generated. If the amount of electrical energy generated exceeds the amount consumed the bill will include a generation credit. Net

Excess Generation (NEG) Credits for the electrical energy generated above the current month's consumption will be carried over to the next billing period.

The Net Metering Program applies to customers on Rate R-1, R-2, B-1, B-3, C-1, C-2, C-3, D(I), E-2 (IED), or F.

No refunds will be made for any customer contribution under this tariff or for any other costs incurred by the Customer in connection with the Net Metering Program.

Net Excess Generation Credits

Net Excess Generation (NEG) Credit is the amount of electrical energy generated by a Net Metering participant using a renewable energy source, in excess of the Customer's own electric metered use in any billing month.

One NEG Credit equals the Energy Charge for one kilowatt-hour of electrical energy as shown on the Customer's rate schedule.

Any negative credits that exist at the end of each program year will be forfeited. NEG Credits are nontransferable.

If a customer terminates participation in the Net Metering Program, NEG Credits will be applied to the Customer's final bill. Any remaining credits will be forfeited.

Program Availability

The Net Metering Program is voluntary and is available on a first-come, first-serve basis until the nameplate capacity of all participating generators is equal to the maximum program limit of 1.0% of the HBPU's system peak demand for all Customers during the previous calendar year.

Program Termination

Hillsdale BPU may terminate a Customer's participation in the Net Metering Program if the Customer's facilities are causing a safety concern or if the Customer's facilities are not in compliance with the Generator Interconnection Standards.

Customers may terminate their participation in the Net Metering Program at any time for any reason on sixty days' notice.

Customer Owned Generation Interconnect Policy

Intent

It is the intent of the Hillsdale Board of Public Utilities (HBPU) to allow the electrical interconnection of qualified renewable energy sources to the HBPU distribution system in accordance with the provisions of this article.

Guidelines

1. Hillsdale Board of Public Utilities
 - a. Will ensure the interconnection is in compliance with Public Utility Regulatory Policies Act (PURPA) and Federal Energy Regulatory Commission (FERC) rules and regulations, as applicable.
 - b. Will inform potential power producers that they have the responsibility to comply with all federal, state, and local regulations.
 - c. Will, upon completion of a satisfactory Interconnection Study, provide interconnection service to any electric Customer installing a less than 30 kW generation unit. Service is evaluated and provided on a case-by-case basis and will require a separate Interconnection and Operating Agreement.
 - d. Will, upon completion of a satisfactory Interconnection Study, provide interconnection service to any electric Customer installing less than a 30 kW generating unit in which the primary energy source must be solar, biomass, waste, wind, geothermal, or approved renewable energy sources.
 - e. Will own the meters utilized for billing.
2. The Customer
 - a. Shall install and own conductors and equipment up to the service point as specified in the HBPU Line Extension Policy and Underground Service Connections.
 - b. The Interconnection Study will be conducted at the Customer's expense.
 - c. Shall make application to the HBPU for the proposed installation, obtain approval of the location, equipment, and design before starting installation of the installation, and pay any HBPU construction fees for system improvements as specified in the HBPU Line Extension Policy and Underground Service Connections.
 - d. Shall submit a plan view drawing of the installation and shop drawings of switchgear to the HBPU for approval prior to finalizing orders for service equipment to avoid delays and unnecessary expense to the Customer and the HBPU.
 - e. The interconnection and parallel operation of generation equipment shall be in conformance with prudent utility practices, shall maintain the integrity of the HBPU distribution system, and ensure no adverse impacts upon the equality of service to other HBPU Customers.

- f. Protection, safety, and interconnect equipment must meet standards of accepted good design, engineering, electric safety practices, and all application local, state, and federal electrical installation and safety codes.
- g. A suitable disconnect, interconnection breaker, and interconnect relay shall be installed to automatically disconnect and isolate the generation facility from the HBPU distribution system in the event of a service interruption. The automatic disconnect equipment shall receive its voltage and frequency reference from the HBPU service lines. Such equipment must be capable of preventing the generation facility from energizing the HBPU service lines during a service interruption.
- h. Electrical parameters such as fault protection, voltage levels, synchronization, grounding, harmonics, power factor, voltage regulation, flicker, and frequency regulation shall comply with the latest edition of The Institute of Electrical and Electronic Engineers “Standard for Interconnecting Distributed Resources with Electric Power Systems” (IEEE Standard 1547-2008).
- i. Any exceptions to the above requirements must be specifically approved by the HBPU.

WATER AND SEWER DEPARTMENT

Section 1

USE OF SERVICE

Permits

All work of any kind or nature performed on any piping, fixtures, or other appurtenances in any way connected with or served by the water or sanitary sewer systems of the BPU shall be performed in accordance with applicable codes and these rules and regulations. The owner, or their properly Licensed Master Plumber, is responsible for securing all permits and applications, submitting all reports and the payment of all fees in conjunction with the given work.

All such work is subject to inspection and approval by the State Plumbing Inspector and/or City Building Inspector and by the Inspector of the Hillsdale Board of Public Utilities.

No work or plumbing shall be started until all required permits have been obtained. Whenever work is to be performed from the water meter to the street, the applicant shall submit written application to the BPU, in advance, so that appropriate inspections can be scheduled.

Regulations governing the issuance of permits for tapping and connecting of house service piping and house drains will be found elsewhere herein.

Number of Services to One Property

No more than one water and one sewer service connection may be extended to serve a single property except by special permission to do so, and then only when such services are maintained entirely free of any and all interconnections that may, at any time, by-pass any water main valve or otherwise result in disturbance to the normal operation of the water and/or sewer systems. The water service line must be run to each property or building independently from its own shut-off at the street to allow for control by the BPU.

Connection of Flowing and Automatic Devices

Commercial and industrial Customer connections for supplying water to fountains, irrigation systems, and area sprinkling systems, or to any type of continuous flowing, or automatically controlled device, shall be made only on premises where the entire supply of water is furnished through water meters.

Abandonment of Water Service

Any water service permanently disconnected from a property will require disconnection from the water main. The property owner will be responsible for an abandoned line fee set forth in "Schedule A – Fees and Charges." The property owner will also be responsible for any road repairs, including concrete.

Apartment Buildings and Multiple Dwellings

When service is supplied through a single meter to a building containing more than one apartment, the Customer will be billed under the residential rate schedule and the applicable customer charge shall be multiplied by the number of single-family dwelling units so served.

To determine the number of apartments served through one meter, only those rooms, suites, or groups of rooms having individual cooking and kitchen sink accommodations within the unit shall be counted as an apartment.

If a residential customer has a separate meter on an attached or unattached garage or second building, the rate for that second meter will be under the residential rate schedule unless the building is determined to be used for commercial reasons and therefore necessitate a non-residential rate.

WATER DEPARTMENT

Section 1

CONSTRUCTION PROVISIONS

General

These construction provisions apply equally to new installations and to repair and replacement work and are deemed to be cooperative with and accessory to that ordinances or codes currently in effect and as the same may from time to time be amended. Prior to the construction or repair of any pipe from the water meter to the street being started, the contractor/plumber must complete an application with the BPU. The inspection will be performed free of charge during normal working hours. If an inspection is needed after normal working hours, the minimum charge set forth in Appendix II, "Schedule A -Fees and Charges," will be applicable.

Joint Construction

All jointly laid piping shall be so installed that it is in accordance with the plumbing code. Where separate trenches are required, a horizontal separation shall be maintained which is in accord with the plumbing code.

Excavation and Backfill

No excavation shall be started until all applications, permits, including City Right of Way (ROW) permits, have been obtained and the general layout of the work has been carefully planned and agreed upon.

All unusable paving material, large rocks, masonry, roots and other debris, removed during excavation, shall be segregated from the clean earth, usable sod and paving materials, and removed from the site. No such materials shall be used in the backfill.

The trench shall be carefully brought to grade with a minimum of excess excavation and a suitable bed for the pipe or pipes prepared from clean sand and gravel from which all large stones and debris has been removed.

After the pipe has been laid and inspected by BPU personnel, it shall be covered with carefully selected material solidly compacted for a distance of not less than one foot above its top, extreme care being exercised to prevent its disturbance and/or injury.

The balance of the trench may then be filled and compacted for its entire depth by wetting, by tamping, or by combined wetting and tamping, suitable allowance being made for final settlement. The sod shall then be replaced and or top soil and grass seed used to restore the grassed areas as near as possible to their original condition. Paved areas shall be treated with a temporary surfacing or otherwise, as directed by the City Department of Public Services pending final repaving by that department. The BPU may deny any utility service for failure to adhere to the above requirements.

Protection to Work and Others

Ample protection shall be provided for all persons having access to the working area. Protection during construction and protection against possible damage due to settlement or disturbance after construction shall be provided. Protection shall be provided for all adjacent piping, trees, shrubs, walks, curbs, buildings, and other structures. Proper traffic control must be used as specified by the ROW permit.

Construction of Pits and Manholes Under Special Circumstances

Due to State and Federal regulations regarding confined spaces, the construction of pits and manholes is not allowed, unless the Director gives special written permission, for the installation of water and sewer meters, backflow devices, bypasses, etc.

Pits and manholes installed for use in connection with water and house sewer service lines shall be substantially constructed of masonry, with sidewalls not less than 6 inches in thickness, with suitable conical or reinforced concrete top slabs of ample strength to suit the greatest load to which they may be subjected, and with round cast iron manhole rings and covers of equivalent strength.

Manhole rings and covers shall have clear access openings of not less than 19 inches.

When required to do so, and in addition to the access opening above described, a similarly constructed round cast iron lamp hole ring and cover, with a clear opening of not less than 8 inches, shall be provided and placed as directed. Such openings to be installed for the purpose of meter reading, hand valve operation, etc.

Pits or manholes may be round, oval, square, or rectangular, with a minimum clear inside dimension of 4 feet or more.

All equipment installed within each pit or manhole shall comply with BPU requirements.

Section 2

WATER SUPPLY TAPS AND SERVICES

Applications

Applications for installing, replacement, or repair of water taps and services shall be purchased by the property owner, or by a licensed master plumber representing the property owner at the BPU Main Office.

The size and location of water taps and service pipes, the size and location of water meters that are to be used in connection therewith, and the time that such installations are to be made will all be determined by the BPU in conference with the property owner and/or their plumber.

No such installation shall be made during freezing weather or when there is frost in the ground except upon prepayment of a sum estimated as being necessary to defray the extra expense, which may be incurred on account of such freezing weather or frost. Extra expense may be incurred for difficult excavation, dewatering, boring. All additional expenses will be discussed with the Customer.

Water services for corner lots shall be tapped to the nearest water main. By special request, and upon prepayment to the BPU of an amount estimated to represent the extra expense involved on account of the increased distance, permission may be granted for tapping to the farther water main.

Fees for Water Taps and Services

All fees for the installation of new water taps and services will be paid in full prior to the scheduling of the job as per Appendix II, "Schedule A – Fees and Charges."

Enlarging or Relocating Water Taps and Services

The fee for replacing a smaller water tap and service pipe with a larger one, or for the purpose of relocating the water service, shall be the same as the fee for a new service, plus the cost of removing the tap and service being replaced. No credit will be allowed for any materials, which may be recovered from the replaced service. This work and fee shall be borne by the Customer.

New Residential Water Services

All newly constructed single or two-family residences shall be required to be metered. The BPU will furnish a meter or setting device to be installed by the owner and/or the contractor to BPU specifications. Water will not be turned on until the meter and reading device is properly set and inspected by the BPU.

Meter Setting Device Installation

The BPU will provide a meter setting device for any BPU Customer requesting it. A shut off valve is required to be installed on the Customer's side and street side of the device. The BPU reserves the right to refuse any installation because of inadequate piping to support the device.

Construction of Water Services and Metering

For the fee or fees stated in Appendix II, "Schedule A – Fees and Charges," the BPU will provide the appropriate sized tapping sleeve, corporation stop, curb stop and curb stop riser. Curb stop is normally placed between the sidewalk and curb. From this point the plumber shall tap the main and connect all parts to complete the service line. All work to be inspected by approved BPU staff. Water service connections must be made only to water mains maintained by the BPU. Water connections for domestic use are prohibited from private fire protection systems. This requirement is necessary to provide the highest quality water for domestic use.

The Customer's service pipe shall be equal in size or not exceed one size larger than the pipe from the main, and shall be carefully installed in accordance with the best water works practice, with not less than 5 feet of earth cover for its entire buried length. If warranted, the Customer's service pipe can be smaller than the service from the main upon prior approval of the BPU.

Water service pipes shall be terminated with an approved valve in approved frost proof basements, cellars, pits or manholes, into which they are to be carried continuously at a depth of not less than 5 feet.

In houses and other buildings that are constructed without basements or cellars, and where adequate provision can be made for protection against freezing even should the building be unheated for extended periods of time, the following alternate method of terminated house water service pipes is permissible:

The house service pipe shall be run in under the floor slab of the building, at a depth of not less than 5 feet. It shall then be brought up through the floor slab, with a long bend, and terminated with an approved valve located not less than 6" or

more than 10" above the floor. All required frost protective measures shall be installed at the time the service pipe is placed and before the work is finally approved for use.

Each new or rebuilt water service shall be provided with metering connections adjacent to the valve. Provisions shall be made for a meter placement for each unit of building occupancy and each such meter placement shall be provided with its own valve in addition to the main valve.

Meter bars or horns will be furnished by the BPU for installation with all new and rebuilt water services. Meter or meter bar installations must have one valve before and one valve after the meter or meter bar. Such services will not be turned on until the meter bar is installed properly.

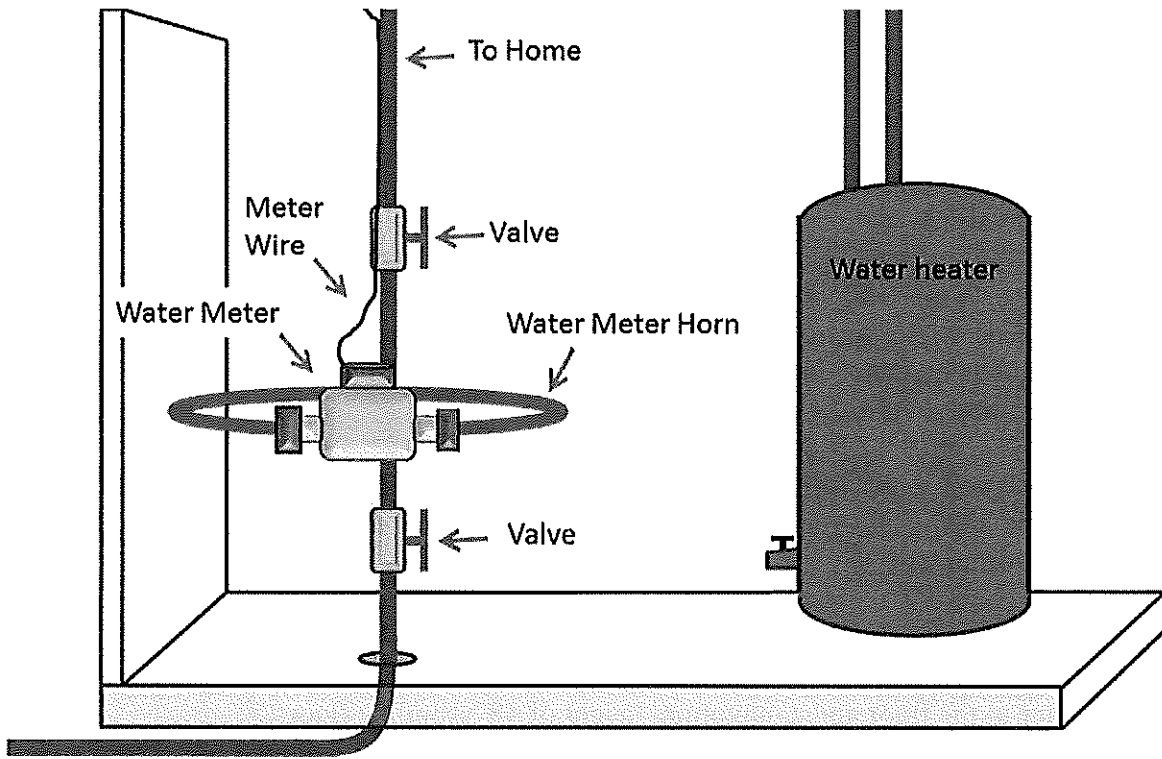
All entrance and meter piping shall be carefully installed in a neat, workmanlike manner and shall be adequately supported so that no undue strains may be placed upon the pipes, valves and/or meters.

Minimum clearances must be maintained between the back wall and wall side edge of the meter being installed. There must also be a minimum clearance of 6" from the bottom of each meter to the floor and a maximum height of 48" from the floor.

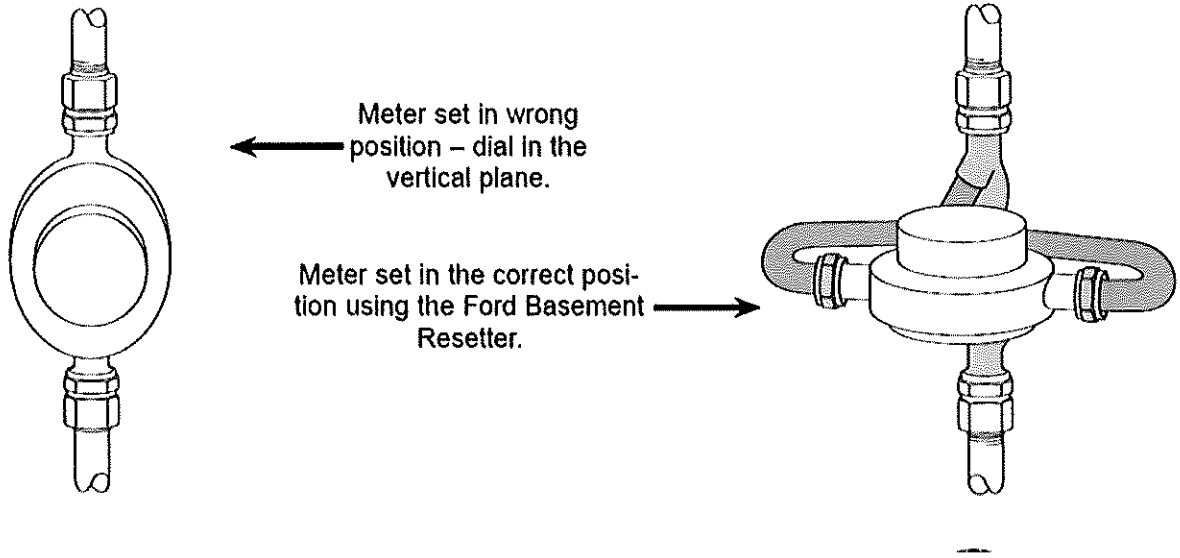
The following clearances must be maintained for proper installation of water meters and meter bars:

Meter Size	Wall Clearance	Floor Clearance	Floor Clearance
	Minimum	Minimum	Maximum
5/8 x 3/4	4"	6"	48"
3/4"	5"	6"	48"
1"	6"	6"	48"
1.5"	7"	6"	48"
2"	8"	6"	48"
4"	10"	6"	24"
6"	12"	6"	24"
8"	14"	6"	24"

When a meter by-pass is installed, the following drawing must be followed. There must also be a 16" clearance maintained over the meter, if a by-pass is installed above the meter. No by-pass can be installed on the front side of the meter. The area below or behind the meter is the preferred location for a by-pass.



Shown above is a typical residential water meter installation. This illustration shows the proper way to install the meter horn or meter setter, as it is also called, in a typical basement or crawl space environment.



This illustration shows the improper vertical installation and the proper horizontal installation of the meter horn.

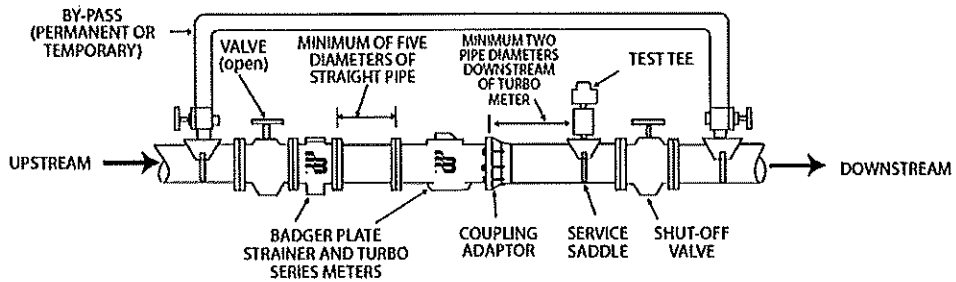


Figure 1: Recommended meter installation

No water meters shall be installed in basements, cellars, or pits that are not equipped with approved access ladders or stairs, no in any manner that the meter reader will be required to lift excessively heavy manhole covers or other equipment or to climb into and out of difficult places. Also, the area in front of the meters must be kept clear at all times in order to gain access to them.

Where a water service pipe enters through a basement, cellar, pit or manhole wall, or through a masonry floor, it shall be provided with an approved sleeve, properly joined and pointed with the masonry and thoroughly caulked with a suitable caulking mixture to form a good workmanlike protection for the pipe. Where the pipe enters through the floor the sleeve shall extend above the finished surface of the floor for a distance of not less than 4 inches.

The point of entrance of the water service pipe into the basement, cellar, pit or manhole shall be carefully selected as to suitability and shall at all times be kept free and clear of objectionable storage such as coal, wood, oils, waste materials, and similar items detrimental to the water service equipment and/or limiting access thereto.

Water Materials

Materials for the construction of new and the replacement of old water supply services and private water systems are limited to the following, with full preference being given to a material selection harmonious with the BPU's material selection for such construction from the main to the curb stop or gate:

- A. Pipe for service leads 1 inch to 2 inch shall be soft annealed Type K copper, HPDE pipe SDR 11, or CTS Poly Pipe SDR 9 with tracer wire similar to that laid with water main when approved by the Engineer. Each run of pipe shall be, so far as practicable, in one continuous length free from joints and splices.
- B. For 2" size and larger -copper service pipe of the type specified in (A) above, or American Water Works Association specification bell and spigot, mechanical, or push-on type joint ductile iron water main, designed for not less than 150 pounds water working pressure.

Driving Pipes

In the installation of water services no pipe shall be driven or pulled for a distance of more than 50 feet. Any pipe so installed shall be in one continuous length with all coupling and connections left exposed for inspection and such tests that the BPU may order to guarantee a satisfactory job. When a tunnel or pipe of a larger size must first be installed, then the water carrying pipe may be pulled inside of such tunnel or larger pipe and subjected to inspection and test as guarantee of a satisfactory job.

Taps and Services Under Paving

Before any paving is laid or re-laid in the City of Hillsdale, the BPU may, at its option, extend a suitable water service pipe to the property line in front of each abutting property not then so provided. The owner of the property will be charged with the tap fee that is applicable to such an installation.

The BPU shall in no way be held liable for failure to extend any water supply service in this manner proceeding paving or repaving.

Section 3

WATER REGULATIONS

Water Leakage

No water Customer shall permit their water supply pipes, connections, or fixtures to be out of repair so that water leakage can occur. Failure to repair within 5 working days may result in discontinuance of service. The BPU may charge a Customer an estimated amount for water wasted because of the leak.

No water supply pipes, connections, or fixtures shall be installed unprotected from frost, in unheated rooms or apartments, on outside uninsulated walls, or in any other manner so that water must be left running to prevent freezing.

Pollution of Water Supply-Cross Connections

See City Ordinance Number: 13.12.160, 1984-2, and approved Cross Connection Program.

Curb Boxes

No unauthorized person shall open or attempt to open any curb or gate box. No unauthorized person shall cover or conceal any curb or gate box. At any time it is desired to change the surface grade near any curb or gate box the BPU shall be given proper notice so that the box grade may be changed to correspond.

Operation of Fire Hydrants

Private Hydrants The operation by the owner of privately owned fire hydrants for other than fire fighting purposes is prohibited except when any one of the following requirements are met:

1. Written permission is obtained from management of the BPU.
2. Verbal permission is obtained by the management of the BPU less than 12 hours prior to actual hydrant operation.
3. Arrangements are made to have a BPU representative present during operations.

In all cases a properly sized hydrant wrench must be used.

BPU Hydrants BPU fire hydrants shall be operated by authorized personnel of the fire department or BPU and such others as may be authorized by the management of the BPU from time to time.

When water is required for construction purposes, etc., and other means of obtaining water is not readily available, application may be made to the BPU for use of water from an existing fire hydrant. It will be the responsibility of BPU personnel to install a meter complete with sill cock and RPZ backflow preventer for the attachment of a hose on the fire hydrant and turn the hydrant on.

As soon as the use for which the meter was set is completed, BPU personnel will close the hydrant, check for proper "drain back" and remove the meter.

It will be the responsibility of the person requesting the use of temporary water to pay for the installing, removing, the turning on and off of the hydrant, the water used and any damage which may result from such use as follows:

1. Installation, removal, operation of fire hydrant – billed time/material.
2. Water usage will be charged at the standard rates as published.

If more than one location is required, the same meter will be relocated and the above rate will apply to such location and installation.

Use of Shut Off Keys

No unauthorized persons are permitted to use operating wrenches, curb stop keys, or gate keys on any curb stop, gate valve or fire hydrant.

Cleaning of Service Pipes

When water customers experience low pressure or stoppage of flow, the BPU shall take steps to restore proper service. The BPU shall not be liable for any damage resulting from such cleaning of the water service.

Excess Pressure

No person shall use any pump, ram or other device on any piping system connected with the BPU water piping system, which is capable of producing a pressure in excess of the normal water pressure unless a representative of the BPU is present and is in direct charge of the work.

Grounding of Electrical Circuits

Where electrical light and power circuits, communication circuits, and radio systems are grounded to the water service pipes, such connections shall be made mechanically and electrically secure and in accordance with the grounding provisions of the National Electrical Code.

All such ground connections shall be made to the service pipe where it enters the building and on the street side of the first valve or fitting.

Any person who removes such ground connection for work in or about the plumbing or electrical system of the building shall do so only after taking proper safeguards against the hazards involved and shall, upon completion of their work, reestablish such connections in accordance with the provisions outlined above.

Use Limitations

In the event of an emergency, the BPU reserves the right to place any restriction that it deems necessary on the use of city water so that the health, safety and other interests of the water users and of the water supply system may be safeguarded.

Section 4

WATER MAIN EXTENSION POLICY

Subject to the BPU's specific approval for each such extension, water mains may be extended for the purpose of supplying fire protection and normal water service provided that:

- A. The water production, treatment and/or pumping facilities are ample and adequate to supply the additional quantity and quality of water, at pressures and rates of flow, that are anticipated as being required to properly supply the new area.
- B. The transmission, feeder and distribution mains which will be called upon to carry water to the new area are sufficient in size and capacity to do so without in any way deteriorating the water service to those presently collected and served by such mains.
- C. Such water main extensions will be made only in public streets and/or right of ways provided for public utilities.

The BPU may contract with sub-dividers to extend water mains in privately owned streets where such streets are for common use and; or may be destined at some future date to become public streets.

It is the purpose of this section to prohibit the installation of water mains on privately owned properties with any part of the cost of such water mains being paid for by the BPU. Extensions to supply fire protection service in factory yards, and to supply water service to properties built in off-street areas with private or semi-private entrance drives are included in this category.

- D. This policy does not apply to water main extensions to be made outside of the corporate limits of the City of Hillsdale.
- E. Except that the BPU may especially contract otherwise, all water mains installed under this policy, even though cost of such installation may be borne in part or in total by others than the BPU, shall be the property of the BPU and shall be responsible for their operation, repair and maintenance throughout their life.

SEWER DEPARTMENT

Section 1

SEWER REGULATIONS

Separation of Sewers

No roof water, surface drainage or storm water drainage from any point shall be admitted to or connected with any sanitary sewer. No sanitary sewer waste shall be admitted to, or connected with any storm water sewer. The two systems must be kept entirely separate.

Prohibited Connection

No sewer connection shall be made to any septic tank, privy vault, outhouse, cesspool, or to any source of prohibited waste, or directly with any part of the city water supply system. Each dwelling must have its own connection to the sewer main.

Openings Below Ground Level

No sewer openings or connections shall be installed below the overflow or relief point of any street sewer.

By special permission, closets, urinals, floor drains, laundry tubs, sinks and such other sewer connections as the BPU may deem permissible may be installed below the overflow or relief point of any street sewer when each such connection is equipped with an approved sewage sump which is equipped with proper venting and automatic sewage removal facilities.

Stoppage of House Sewers

Removal of stoppages and repairs to house sewers is the responsibility of the property owners. In the event that trouble is found in the wye connection at the street sewer, or in vertical risers extending there from, the property owner shall establish that fact to the satisfaction of the BPU who shall then cause proper repairs to be made at the expense of the BPU.

The BPU shall not be held liable for any expense incurred by the property owner in repairing or removing stoppages in house sewers or for any expense incurred

by owner in satisfying the BPU that such damage or stoppage lies within that portion of the sewer system maintained by the BPU.

Grease Traps

To insure protection of the municipal sewer system, commercial, industrial, and/or institutional restaurants and food service customers may be required to install a grease trap.

Section 2

SEWER TAPS AND BUILDING SEWERS

General

The sanitary sewers in the City of Hillsdale are generally constructed, operated and maintained by the BPU.

Installing Sewer Taps

Sewer tap connection and inspection permits may be obtained by the property owner and placed in the hands of a licensed master plumber, by an owner acting under State Permit as their own plumber, or by a licensed master plumber acting as agent for a property owner, upon payment of the proper fee. (Schedule A)

Such information that the BPU may have relative to sewer tap locations, lateral locations, sewer sizes and grades, are available to the public, however, the BPU will assume no liability for the accuracy of such information.

Inspection Fees

Application must be made with the BPU prior to any new construction, rebuild or re-laid work is started that involves reconnection to the BPU provided lateral, wye, or manhole. ROW permit required for any work performed in the road right of way and available from DPS. The inspection will be performed free of charge during normal working hours. If an inspection is needed after normal working hours, the minimum charge set forth in Appendix II, "Schedule A – Fees and Charges" will be applicable. In addition, there may be regular and/or special assessments levied for sewer construction purposes.

Connection Fees

Properties which are not located within the limits of a special sewer assessment district and which have never been assessed for or otherwise provided with a sewer connection, may by prepayment of the sum that the BPU may set, be permitted such benefit, providing that all expenses of construction of such connection be borne by the owner of that property. All of the details of such construction and connection shall be subject to the approval of the BPU.

Stubbing Laterals

In connection with the construction of new sewers and with old sewers, prior to the paving or repaving of any street, the BPU, at their option, may extend such sewer taps or laterals that in their judgment appear necessary, from the main sewer to the curb. The entire cost of such work to be charged to the owner of the benefiting property, and the charges to be collected by special assessment in the event they remain unpaid for one year following their installation.

The BPU shall in no way be held liable for failure to extend any sewer tap or lateral as outline above.

Inspection of Sewer Connections

In addition to assisting the property owner or their agent in planning the layout of each proposed new sewer connection, the work will also be given a field inspection.

The inspection will be made at the time the connection is made with the wye connection, riser or lateral at the street sewer.

The owner or licensed master plumber named in the tapping application shall notify the BPU of the readiness of the work for inspection and the BPU will within 24 hours, exclusive of Saturdays, Sundays and holidays, make such inspection as required. (Or in following with Appendix II, "Schedule A – Fees and Charges," the inspection may be after normal working hours for the fee specified.)

The BPU may, from time to time, make such other inspections of the work as are deemed necessary and upon disapproval of any part of the work by the inspector, all work on the sewer shall be stopped until proper correction has been made and its approval obtained.

Point of Connection – Locating Wye

Connections shall be made to the street sewer only at a wye or lateral, which has been provided for the purpose. In the event that no such point of connection has been provided, that the connection cannot be found, or is found to be inaccessible, special permission may be issued by the BPU to tap the main sewer with a new connection, the work of making such tap to be performed to the satisfaction of the BPU's inspector.

In attempting to locate a wye or lateral connection, an excavation shall be made at the point where the records indicate that a connection may be found, such excavation to extend not less than five feet in a dimension parallel to the main sewer and to a depth ample for the purpose. No part of the house sewer trench shall be excavated until the wye or lateral is found or it has been definitely established that it cannot be found.

Construction of Sewers

Building sewers shall be constructed of socket type premium joint vitrified clay tile, approved cast iron soil pipe, or S-40 PVC or PVC ASTM D3034 (SDR35) approved plastic pipe. All installations shall be sized and constructed to meet the Plumbing Code and the BPU's Rules and Regulations.

The building sewer shall begin at the main sewer in the street, or at the end of the stubbed lateral provided for the purpose, and extend as near as possible in a straight line from that point to the point of connection with a clean-out opening just within the wall from which point the building sewer may be effectively rodded and cleaned for its entire length. The BPU also requires the installation of a clean-out just outside a building wall or foundation.

It is the owner's responsibility to insure the integrity of the existing lateral before connection is made.

The building sewer shall be carefully laid in a compacted bed of select material and shall be brought to grade by tamping under the pipes as they are laid, not less than three joints of pipe being left exposed continually as the work progresses for purposes of inspection and checking of grade, such exposed piping to be fully protected from injury and disturbance if the work is to be left unattended for any length of time. The interior of the pipe and the inside of the pipe joints shall be carefully cleaned as the work progresses and the opening in the pipe shall be kept continually closed with a stopper.

Cast Iron Sewers constructed of cast iron shall meet all of the requirements of the Plumbing Code.

Plastics Sewers constructed of plastic must be S-40 PVC or PVC ASTM D3034 (SDR35) and comply with commercial standard to meet all requirements of the Plumbing Code. The BPU will consider other plastic pipe specifications on an individual basis.

Concrete Work Concrete for encasement and support of sewer pipes shall meet the requirements of the Plumbing Code and BPU approval.

Hillsdale Board of Public Utilities Service Application

Scheduled Date: _____ Sold: _____ Purch: _____ Rent: _____ LLord: _____

Date Received: _____

Name #1: _____

Contact/Care of: _____

Social Security #: _____ EIN#: _____

Date of Birth: _____ Phone # _____

Driver's License #: _____

Name #2: _____

Social Security #: _____ D.L.#: _____

Date of Birth: _____ Phone # _____

Service Address Moving into: _____

Mailing Address: _____

Service Address Moving out: _____

Mailing Address: _____

Email Address: _____

ACH Form Offered/Emailed/Mailed: _____ Previous Service w/ BPU: _____

If a deposit is required, it *must* be paid *prior* to the account being set up in your name.

Deposit Amount: _____ Date Paid: _____ Account#: _____

SCHEDULE A
FEES AND CHARGES

1. Trip Charge (door hangers, disconnects, etc.)	\$40.00
2. Reconnection Charge (per utility) <i>*normal business hours</i>	\$50.00
3. After-Hour Services	\$200.00 <i>minimum charge</i>
4. Non-Sufficient Funds Charge	\$50.00
5. Meter Testing Fee	Actual Cost
<i>Meters are tested by an independent source; fee will be actual expense incurred by the Board.</i>	
6. New Account Fee	\$25.00
7. Meter Sockets	
<i>Any socket above the standard 200 amp socket will be charged difference in cost.</i>	
8. Pole Attachment Application Fee	\$25.00 <i>per pole</i>
9. Pole Attachment Annual Fee	\$10.00 <i>per pole</i>
10. Single Phase Line Extension (footage over 600 feet) <i>per foot overhead</i>	Current cost

11. Single Phase Underground Line Extension *Current Cost
per trench foot underground*
12. Three Phase Line Extension
Charges will be billed on a build time and material basis per Section 4 – Line Extension Policy
13. Water Tap – certain circumstances may warrant additional charges.
All work by contractor and at owner’s expense. Includes tapping saddle, corporation stop, curb stop, and curb stop riser.

3/4”	\$1,500
1”	\$1,500
1.5”	\$1,750
2”	\$2,000

(Customer is responsible for road repairs.)

Any water tap over 2” will be at the owner’s expense, including concrete and road repairs. A deposit of \$2,500 must be paid at time of application. An administrative charge of \$500 must be paid at time of application.

Meter horns – no charge for 1” and below. Actual cost over 1” in size.

14. Water service abandonment fee \$500
All costs owner’s responsibility
15. Water and Sewer Inspection Fee *24-hour notice must be given for requested inspection. There is no fee unless the Customer desires the inspection to be after normal working hours. The fee will then be that as stated in Item #3.*
16. Sewer Tap Fee \$500
Sewer Tap Inspection Fee *24-hour notice must be given for requested inspection. There is no fee unless the Customer desires the inspection to be after normal working hours. The fee will then be that as stated in Item #3.*
17. Prints of Maps \$9.00
Photo Printing *per sheet (36” x 48”)
\$30.00 per sheet*
18. Banner over M99 Fee \$450.00

ALL EQUIPMENT WILL BE BILLED AT MDOT SCHEDULE C.

These fees are subject to annual review.

CITY OF HILLSDALE, MI

RESOLUTION NO. _____

A RESOLUTION TO AMEND THE HILLSDALE BOARD OF PUBLIC UTILITIES CUSTOMER SERVICE, ELECTRIC, WATER AND SEWER DEPARTMENT RULES AND REGULATIONS

WHEREAS, the Hillsdale Board of Public Utilities has heretofore adopted and implemented various rules and regulations which it deemed necessary to carry out its function of the management of the municipal utilities, including updating and amending certain fees and charges, and

WHEREAS, the Hillsdale Board of Public Utilities has codified and has, from time to time in the past, amended the rules and regulations so adopted and implemented, and

WHEREAS, the Hillsdale Board of Public Utilities has determined that Fees and Charges in Appendix II Schedule A needed to be updated and amended;

NOW, THEREFORE, BE IT RESOLVED that the “Customer Service, Electric, Water and Sewer Department Rules and Regulations” of the Hillsdale Board of Public Utilities should be amended as attached, and

BE IT FURTHER RESOLVED that upon the approval of the aforementioned amendment to the Customer Service, Electric, Water and Sewer Department Rules and Regulations by the Hillsdale City Council pursuant to Hillsdale Municipal Code Sec. 2-152, a copy of the amended rules and regulations shall be placed on file with the City Clerk where they shall be available for public inspection.

BE IT FURTHER RESOLVED that upon approval of the aforementioned amended rules and regulations, public notice shall be given that the amended rules and regulations are on file with the City Clerk and are available for public inspection.

The foregoing Resolution was duly adopted at a regular meeting of the Hillsdale City Council held on the 18th day of December, 2023.

Adam Stockford, Mayor

Katy Price, City Clerk

City of Hillsdale Agenda Item Summary

Meeting Date: December 18, 2023
Agenda Item: New Business
Subject: 2024 Guidelines for Poverty Exemption from Property Taxes

BACKGROUND PROVIDED BY STAFF (Kimberly Thomas, Assessor)

City Council is required to annually adopt guidelines to be followed by the Board of Review in determining eligibility for exemption from property taxes for reasons of poverty as provided for in Michigan Compiled Laws (MCL), [Section 211.7u](#).

Three (3) taxpayers submitted requests to the board of review for exemption from the 2023 property taxes due to poverty, two (2) of whom were granted.

State Tax Commission [Bulletin 18 of 2023](#) was issued on November 15, 2022 with the updated federal poverty guidelines from the U.S. Department of Health and Human Services to be used in determining eligibility for 2023.

Additional guidance and information regarding poverty exemptions can be found online at <https://www.michigan.gov/taxes/property/exemptions/povertyexemption/poverty-exemption>.

RECOMMENDATION:

Guidelines for the Board of Review to follow in approving or denying requests for exemption due to poverty must be adopted by Council and made available to the public prior to March 4, 2024, the date of the organizational meeting of the 2024 Board of Review.

Council should carefully review the resolution language presented, and do one of the following:

1. Pass the resolution to adopt the guidelines as submitted; or
2. Amend the resolution to adopt alternative guidelines, paying attention to the requirements contained within the statute; or
3. Table the matter and refer the resolution back to the Assessor with recommended changes for consideration at the next regular meeting.

CITY OF HILLSDALE, MICHIGAN

Resolution # _____

2024 Resolution to Adopt Poverty Exemption Income Guidelines and Asset Test

WHEREAS, the General Property Tax Act, MCL 211.7u, states that the principal residence of a person who, in the judgment of the supervisor (chief assessing officer) and board of review, by reason of poverty, is unable to contribute toward the public charges is eligible for exemption in whole or in part from the collection of taxes under the General Property Tax Act; and

WHEREAS, the governing body of the local assessing unit is required to determine and make available to the public the policy and guidelines used in determining eligibility for exemption by reason of poverty, including, but not limited to, the specific income and asset levels of the claimant and total household income and assets;

NOW, THEREFORE, BE IT HEREBY RESOLVED, pursuant to MCL 211.7u, that the **City of Hillsdale, Hillsdale County**, adopts the following guidelines for the board of review to implement:

To be eligible for exemption under this section, a person must do all of the following on an annual basis, after January 1 but before the last day of the board of review (tentatively scheduled for 9:00 a.m., Tuesday, December 10, 2024):

- 1) Own and occupy as a principal residence the property for which an exemption is requested. The person shall affirm this ownership and occupancy status in writing by filing Form 5739 – *Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty* (prescribed by the state tax commission) with the local assessing unit.
- 2) File a claim with the board of review on Form 5737 – *Application for MCL 211.7u Poverty Exemption* (prescribed by the state tax commission). This form must be completed in full and shall be accompanied by:
 - a) Most recently filed federal and state income tax returns filed in the current year or in the immediately preceding year for all persons residing in the principal residence, including any property tax credit returns, OR;
 - b) If federal and state income tax returns are not required for a person residing in the principal residence in the tax year in which the exemption is claimed or in the immediately preceding year, form 4988 – *Poverty Exemption Affidavit* (prescribed by the state tax commission) may be accepted in place of the federal or state income tax return.
 - c) If not required to file income tax returns in the current year, proof of current income in the form of paystubs, 1099 forms, W-2s, or award letters including, but not limited to rent, employment, alimony, child support, social security, social security disability income (SSDI), supplemental social security income (SSI), unemployment, veteran's

payments, student financial aid or grants available for housing, or any other type of public or private assistance for all persons residing in the principal residence.

- d) Profit and loss statements for all self-employment or business ventures for all persons residing in the principal residence.
 - e) Copies of all bank and/or debit card statements for the immediately preceding 6 months for all persons residing in the principal residence.
- 3) Produce a valid driver license or other form of identification if requested by the board of review.
- 4) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if requested by the board of review.
- 5) **INCOME TEST.** Total household income from all sources must be below the federal poverty income guidelines as published in Michigan State Tax Commission Bulletin 18 of 2023, being:

Federal Poverty Level Income Guidelines	
# of People in the Household	Income Limit for Federal Poverty Standard
1	\$ 14,580.00
2	\$ 19,720.00
3	\$ 24,860.00
4	\$ 30,000.00
5	\$ 35,140.00
6	\$ 40,280.00
7	\$ 45,420.00
8	\$ 50,560.00
For Each Additional Person	\$ 5,140.00

Total household income higher than these limits shall result in denial of the poverty exemption.

- 6) **ASSET TEST.** If the applicant passes the income test, the board of review shall also consider the household assets in determining eligibility for exemption. Household assets are an indication of funds available for payment of taxes either directly, through liquidation, or as equity to secure funds. Assets may include but are not limited to cash, checking and savings accounts, prepaid debit or gift cards, real estate, investment accounts, trust accounts, pensions, stocks, automobiles, recreational vehicles, and any other potential source of equity or income. The asset guidelines adopted for 2024 are as follows:
- a) The board of review shall consider both liquid and non-liquid assets held by any member of the household.

- b) The equity of **the principal residence for which exemption is requested shall not be considered as an asset** available for payment of the taxes; however, additional buildings and land in excess of the minimum required under local ordinance or state construction code for a residence, even if assessed and taxed on the same parcel, may be considered assets and a potential source of income or equity.
- c) Each working member of the household shall be allowed one vehicle exempt from consideration; provided, however, that the equity in the vehicle (blue book value less secured loan balance) over \$10,000 shall be counted toward non-liquid assets.
- d) Total household liquid assets (cash, prepaid debit cards, checking and savings accounts, or any other asset easily converted into cash) must be below the income amount used for each additional person in the household under the income test (\$5,140 for 2024).
- e) The combined total value of all household assets after deducting for debts must be below \$10,000 to qualify.

Household assets in excess of these limits shall result in denial of the poverty exemption.

- 7) **REDUCTION CALCULATION.** MCL 211.7u(5) provides that if an applicant meets all eligibility requirements, the board of review shall grant the poverty exemption in full (100% reduction in taxable value) or in part (75%, 50% or 25% reduction). The following guidelines shall be used for determining the reduction in taxable value:

City of Hillsdale Reduction Calculation - 2024			
% Exempt	Income Level	Liquid Assets	Total Asset Value Less Debts
100	50% of poverty or below	below \$5,140	below \$5,140
75	75% of poverty or below	below \$5,140	below \$5,140
50	75% of poverty or below	below \$5,140	below \$7,500
25	Below poverty	below \$5,140	below \$10,000

BE IT ALSO RESOLVED that the board of review shall follow the above stated policy and guidelines in granting or denying an exemption for poverty from collection of the 2024 property taxes.

These guidelines and the forms referenced shall be made available to the public at the office of the assessor and/or treasurer, and on the official website maintained by the City of Hillsdale.

The foregoing resolution offered by Councilmember _____,

and supported by Councilmember _____.

The vote in favor of the resolution being as follows:

Roll call: _____

Motion passed, ___ - ___

Resolution declared adopted.

Date: _____

Adam Stockford, Mayor

Katy Price, Clerk

CERTIFICATION

As the Clerk for the City of Hillsdale, Hillsdale County, Michigan, I certify that this is a true and complete copy of a resolution adopted by the Hillsdale City Council, Hillsdale County at its Regular meeting, held _____, 202__.

Katy Price, Clerk



Poverty Exemption – MCL 211.7u – Documentation Checklist

It is highly advised that those applying for the poverty exemption attend the Board of Review meeting to answer any questions and provide additional documentation if requested. Applications may be submitted to the March, July, or December Board of Review.

Please initial next to the documentation you have attached with your exemption request.

Required Documents:

- _____ Form 5737 - *Application for MCL 211.7u Poverty Exemption*
- _____ Form 5739 - *Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty*
- _____ Proof of Income (REQUIRED for ALL members of the household)
 - _____ Current or prior year income tax returns (current year preferred) **OR**
 - _____ Form 4988 *Poverty Exemption Affidavit* if not required to file income taxes **PLUS**
 - _____ Current paystubs
 - _____ Current award letters for public assistance, VA benefits, SSDI, etc....
 - _____ Scholarship/Grant award letters
 - _____ Rent receipts (for this or other property)
 - _____ Land contract payment receipts (for this or other property)
 - _____ Miscellaneous income (yard sales, consignments, gifts from others)
 - _____ Self-employment profit and loss statements
- _____ Bank statements (checking, savings, CD's, etc.... - current and last 6 months)

Recommended Attachments:

- _____ Asset list with appraised/blue book values - off-road vehicles, recreational vehicles, boats, trailers, campers, fine art, etc...
- _____ Other proof of income or hardship – applications for assistance from Community Action Agency (CAA) or other charitable organization to pay utilities, food assistance, etc....
- _____ Proof of ownership and/or occupancy of the residence for which you are requesting exemption if not reflected on tax bill.
- _____ Documentation of any pending appeals for state or federal assistance.

This is not an exhaustive list. Further documentation may be requested at the discretion of the Board of Review.

MCL 211.7u Poverty Exemption Taxpayer Fact Sheet

[MCL 211.7u](#) provides for a property tax exemption, in whole or part, for the principal residence of persons who, by reason of poverty, are unable to contribute to the public charges. For purposes of the poverty exemption, the term “principal residence” means how principal residence exemption and qualified agricultural property are defined in MCL 211.7dd. The exemption does not apply to property of a corporation. This Taxpayer Fact Sheet includes updates made to MCL 211.7u by Public Act 253 of 2020.

How To Apply For The Poverty Exemption

To request a poverty exemption, a taxpayer must file:

1. Form 5737 *Application for MCL 211.7u Poverty Exemption*
2. Form 5739 *Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty*
3. All required additional documentation (such as federal/state income tax returns)

Forms 5737 and 5739, along with any additional documentation, must be filed with the local assessing unit where the property is located. **Do not file these forms with the Department of Treasury or the State Tax Commission.** The forms may be submitted to the local assessing unit on or after January 1 but before the day prior to the last day of the December Board of Review during the year in which the exemption is requested.

Taxpayers should contact the local assessing unit directly to verify deadline dates for submission of the forms to ensure the application gets reviewed by a Board of Review during that calendar year.

In addition to filing Forms 5737 and 5739 and any supporting documentation, a taxpayer must do all the following to be eligible for the poverty exemption:

1. Own and occupy the property as a principal residence.
2. Provide federal and state income tax returns for the current or immediately preceding year, including any property tax credits, for all persons **residing in the principal residence** (disclosure of the income of an owner who is not residing in the principal residence is not required). Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return. Instead, Form 4988, *Poverty Exemption Affidavit* may be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current or immediately preceding year.

3. Produce a valid driver license or other form of identification, if requested.
4. Produce a deed, land contract, or other evidence of ownership of the property, if requested.
5. Meet the federal poverty guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services **or** alternative guidelines adopted by the local assessing unit. The alternative guidelines cannot provide income eligibility requirements less than the federal guidelines.
6. Meet the asset level test adopted by the local assessing unit.

Appeal Rights

An appeal of a decision of the March Board of Review is made by completing and submitting a petition to the Michigan Tax Tribunal no later than July 31 of the same year. A decision of the July or December Board of Review may be appealed by completing and submitting a petition to the Michigan Tax Tribunal within 35 days of the July or December Board of Review's decision. More information on how to file an appeal is available by contacting the Michigan Tax Tribunal. Information can also be viewed on the Michigan Tax Tribunal's website at <https://www.michigan.gov/taxtribunal>.

Federal Poverty Level Income Guidelines					
# of People in the Household	Income Limit for Federal Poverty Standard	Monthly Equivalent	Weekly Equivalent	Equivalent hours per week for single earner @ minimum wage	Equivalent hours per week per person @ minimum wage
1	\$ 14,580.00	\$ 1,215.00	\$ 280.38	28	28
2	\$ 19,720.00	\$ 1,643.33	\$ 379.23	37	19
3	\$ 24,860.00	\$ 2,071.67	\$ 478.08	47	16
4	\$ 30,000.00	\$ 2,500.00	\$ 576.92	56	14
5	\$ 35,140.00	\$ 2,928.33	\$ 675.77	66	14
6	\$ 40,280.00	\$ 3,356.67	\$ 774.62	75	13
7	\$ 45,420.00	\$ 3,785.00	\$ 873.46	85	13
8	\$ 50,560.00	\$ 4,213.33	\$ 972.31	95	12
For Each Additional Person	\$ 5,140.00	\$ 428.33	\$ 98.85	10	10

Tax Year	2024	May increase to \$13.03, pending Supreme Court decision on 2018 legislation
Michigan hourly minimum wage for adults:	\$ 10.33	

City of Hillsdale Reduction Calculation - 2024			
% Exempt	Income Level	Liquid Assets	Total Asset Value Less Debts
100	50% of poverty or below	below \$5,140	below \$5,140
75	75% of poverty or below	below \$5,140	below \$5,140
50	75% of poverty or below	below \$5,140	below \$7,500
25	Below poverty	below \$5,140	below \$10,000

Poverty Exemption Affidavit

This form is issued under authority of Public Act 206 of 1893; MCL 211.7u.

INSTRUCTIONS: When completed, this document must accompany a taxpayer's Application for Poverty Exemption filed with the supervisor or the board of review of the local unit where the property is located. MCL 211.7u provides for a whole or partial property tax exemption on the principal residence of an owner of the property by reason of poverty and the inability to contribute toward the public charges. MCL 211.7u(2)(b) requires proof of eligibility for the exemption be provided to the board of review by supplying copies of federal and state income tax returns for all persons residing in the principal residence, including property tax credit returns, or by filing an affidavit for all persons residing in the residence who were not required to file federal or state income tax returns for the current or preceding tax year.

I, _____, swear and affirm by my signature below that I reside in the principal residence that is the subject of this Application for Poverty Exemption and that for the current tax year and the preceding tax year, I was not required to file a federal or state income tax return.

Address of Principal Residence: _____

Signature of Person Making Affidavit

Date

City of Hillsdale

Agenda Item Summary

Meeting Date: December 18, 2023
Agenda Item: New Business
Subject: Handicap Parking Space

Background:

The Michigan Department of Transportation issued a permit to the City of Hillsdale for the installation of a signed and marked handicap parking space in front of 92 N. Broad St. Per their request the designated space is the southernmost parking space on the west side of N. Broad St. just north of North St. See attached TCO 2023-58.

Recommendation:

Approval is recommended.

Scott A. Hephner



Chief of Police / Fire Chief

**TRAFFIC CONTROL ORDER
2023-58**

Pursuant to the applicable provisions of the Uniform Traffic Code for Cities, Townships, and Villages this traffic control order is hereby issued. All traffic control devices shall comply with mandates set forth according to the Michigan Manual of Uniform Traffic Control Devices as issued by the Michigan Department of Transportation.

The southernmost parking space in front of 92 N. Broad St. (Willowbrook Emporium) which is on the west side of N. Broad St. just north of North St will be designated as a Handicap Parking Space.

This Traffic Control Order shall have immediate effect as a temporary Traffic Control Order and shall become a permanent Traffic Control Order upon approval by the Hillsdale City Council.



Chief

12/07/2023
Date

Received for filing in the office of the City Clerk at _____ a.m. on the _____ day
of _____, 2023.

City Clerk

Date

RESOLUTION # _____

IT IS HEREBY RESOLVED that effective immediately the above Traffic Control Order is made permanent.

Passed in open Council this _____ day of _____, 2023.

Attest:

Adam L. Stockford, Mayor

Katy B. Price, City Clerk



INDIVIDUAL CONSTRUCTION PERMIT
For Operations within State Highway Right-of-Way

Issued To:
City of Hillsdale

97 N BROAD ST
HILLSDALE MI 49242-1617

Contact:
Jason Blake
517-437-6492(O) 517-398-4548(Cell)
jblake@cityofhillsdale.org

Permit Number: 30041-098428-23-112023
Permit Type: Individual Application
Permit Fee:
Effective Date: Nov 20, 2023 to Nov 20, 2024
Bond Numbers:
Liability Insurance Expiration Date:

THIS PERMIT IS VALID ONLY FOR THE FOLLOWING PROPOSED OPERATIONS:

PURPOSE:

Install handicap parking sign and paint markings in in parking space @ 92 N. Broad St.

STATE ROUTE: M-99	CITY OF: HILLSDALE	COUNTY: Hillsdale County
NEAREST INTERSECTION: North St.	SIDE OF ROAD: W	DIRECTION TO NEAREST INTERSECTION: South
CONTROL SECTION: 30041	MILE POINT FROM: 0.000	MILE POINT TO: 0.060
		LOCATION: LEFT <input type="checkbox"/> MEDIAN <input type="checkbox"/> RIGHT <input checked="" type="checkbox"/> TRANSVERSE <input type="checkbox"/>
REQUISITION NUMBER:	WORK ORDER NUMBER:	MDOT JOB NUMBER: ORG JOB NUMBER:

30041-098428-23-112023 Issued To:City of Hillsdale

This permit is incomplete without "General Conditions and Supplemental Specifications"

I certify that I accept the following:

1. I am the legal owner of this property or facility, the owner's authorized representative, or have statutory authority to work within state highway Right-of-Way.
2. Commencement of work set forth in the permit application constitutes acceptance of the permit as issued.
3. Failure to object, within ten (10) days to the permit as issued constitutes acceptance of the permit as issued.
4. If this permit is accepted by either of the above methods, I will comply with the provisions of the permit.
5. I agree that Advance Notice for Permitted Activities for shall be submitted 5 days prior to the commencement of the proposed work.

I agree that Advance Notice for Permitted Utility Tree Trimming and Tree Removal Activities shall be submitted 15 days prior to the commencement of the proposed work for an annual permit.

CAUTION

**Work shall NOT begin until the Advance Notice has been approved.
Failure to submit the advance notice may result in a Stop Work Order.**

City of Hillsdale	Jared Boll MDOT	November 20, 2023 Approved Date

TSC Contact Info	Jackson TSC	(517) 780-7540

THE STANDARD ATTACHMENTS, ATTACHMENTS AND SPECIAL CONDITIONS MARKED BELOW ARE A PART OF THIS PERMIT.

STANDARD ATTACHMENTS:

- 1 General Conditions (General Conditions)

ADDITIONAL ATTACHMENTS:

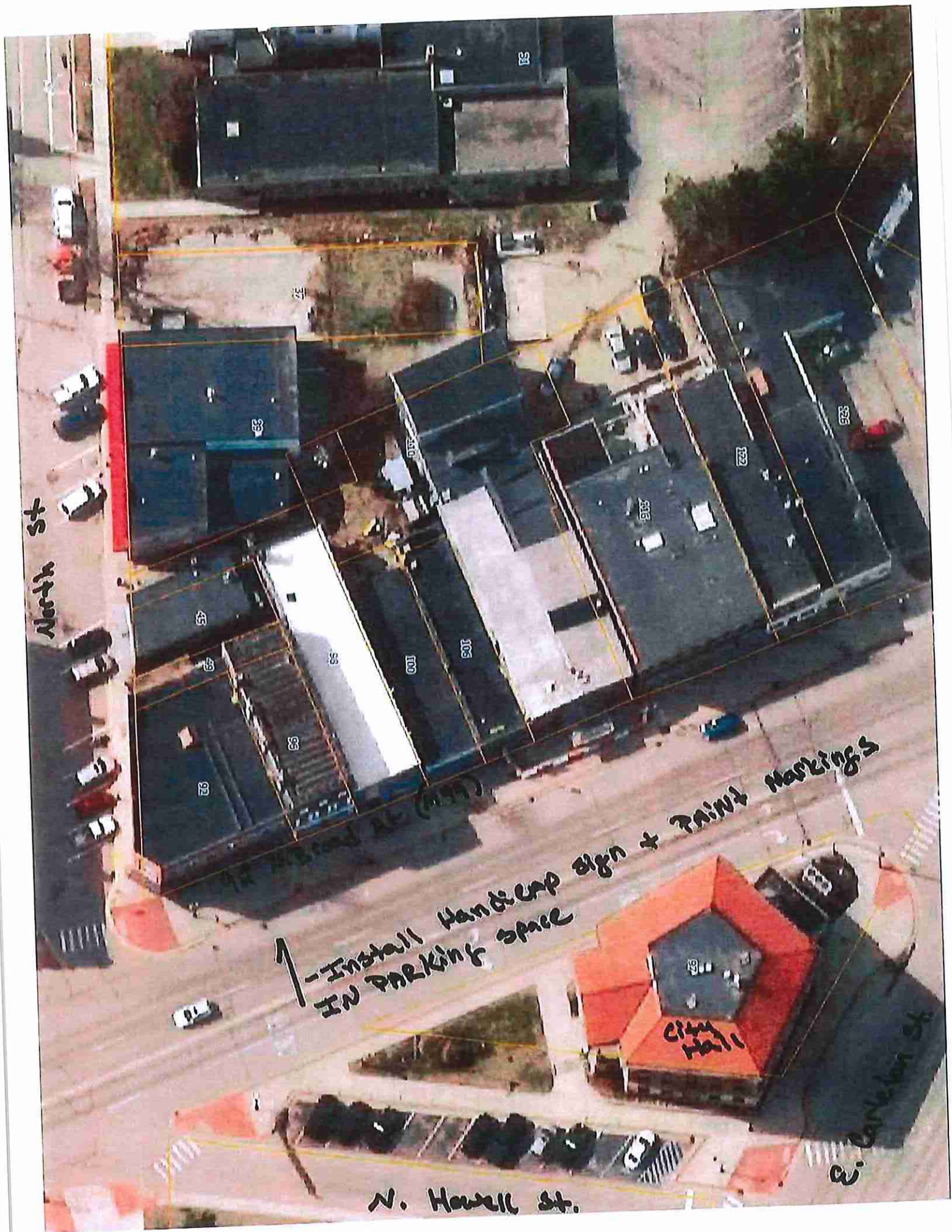
- 1 92 N. Broad St..pdf

AMENDMENT ATTACHMENTS:

SPECIAL CONDITIONS:

30041-098428-23-112023 Issued To:City of Hillsdale

Page 3 of 3



North St

1 - Install Handicap sign + Paint Markings
IN PARKING SPACE

N. Howell St.

E. Center St

CITY HALL

92

93

94

95

99

98

100

101

104

121

122

125

123

City of Hillsdale Agenda Item Summary

Meeting Date: December 18, 2023

Agenda Item: New Business

SUBJECT: Dial-A-Ride Fleet Bus Purchase

BACKGROUND PROVIDED BY: DPS Director Jason Blake

The City of Hillsdale Dial-A-Ride is eligible to request a replacement bus through MDOT's Section 5339(b), Buses and Bus Facilities Competitive Program, every seven years as part of a capital request on the City's Annual Budget Application. A replacement bus was requested in 2019 as part of the 2020 Annual Budget. After multiple delays due to supply chain issues, covid and price increases the replacement bus was delivered to DPS on November 22, 2023.

As part of the replacement program, the new bus, A 29', 2023 F550, 18+2 passenger bus with lift (gas) will replace bus #63, A 26', 2013 International, 14+2 passenger (Diesel). Procurement was completed under a Mideal contract with Hoekstra Transportation, as they are an approved vender through MDOT Office of Transportation. Total replacement purchase cost of \$175,824.00 would be reimbursed to the City using State and Federal funds:

Federal - \$78,942.00

State - \$96,882.00

RECOMMENDATION:

Staff recommends for City Council to approve the purchase of one Ford F550 fleet bus in the amount of \$175,824.00

Date: March 31, 2023
Agreement No.: 2017-0063
Authorization No.: P14/R1
Job Nos.: 212473NI/218926NI

**REVISED PROJECT AUTHORIZATION
CITY OF HILLSDALE
FY 2017 SECTION 5339(b)
BUSES AND BUS FACILITIES
COMPETITIVE PROGRAM**

This information is required by the Michigan Department of Transportation (MDOT) in order to record agreement of utilization of funds provided by the Federal Transit Administration, United States Department of Transportation and MDOT. The funds provided shall be used by the AGENCY in accordance with the above referenced Master Agreement.

Authorization Effective Date: June 29, 2021
Authorization Expiration Date: June 28, 2024
Fiscal Year or Effective Contract Clauses: 2021

The Federal grant associated with the PROJECT AUTHORIZATION is Permanent No. MI-2018-009-02. Award Year: 2021

The Data Universal Numbering System (DUNS) number for the AGENCY is 093427185. The Unique Entity Identifier (UEI) number for the AGENCY is KK7MQVKBC424.

The Catalog of Federal Domestic Assistance Number for the Federal Transit Administration Buses and Bus Facilities Formula Program is 20.526.

The Department of Labor Certification of Transit Employee Protective Arrangements requirements were issued by the United States Department of Labor in a letter dated June 24, 2021. A copy of the letter was included with the originally awarded authorization.

The AGENCY agrees to prepare and submit to MDOT quarterly milestone reports for Section 5339. Reports are due 10 days after the end of each quarter.

Timely Expenditure of Funds

The funds included in this PROJECT AUTHORIZATION must be obligated (i.e., place orders for buses, issue third party contracts, purchase equipment, complete facility improvements) within six months of receiving an awarded PROJECT AUTHORIZATION. If funds have not been obligated within twelve months, MDOT may cancel this PROJECT AUTHORIZATION and the AGENCY will no longer have access to the funds. MDOT will not extend this PROJECT AUTHORIZATION beyond three years except for very unique circumstances as determined by MDOT. MDOT will allow for additional time for new facility construction projects if sufficient progress is being made to complete the project.

The purpose of Revision 1 is to provide additional funding due to the increased cost of vehicles.

<u>Line No.</u>	<u>Item</u>	<u>Line Item</u>	<u>Activity Code</u>	<u>Federal</u>	<u>State</u>	<u>Total</u>
<u>Revenue vehicles:</u>						
1	One <30 ft replacement bus (212473NI)	11.12.04	NA	\$78,942	\$19,735	\$ 98,677
2	Up to one <30 ft replacement bus (218926NI)	NA	819	- 0 -	77,147	77,147
Total				\$78,942	\$96,882	\$175,824

Funding sources:

C87751/3120 \$78,942 (F)
 C87751/1120 \$19,735 (S)
 C87750/1120 \$77,147 (S)

PRF Nos.: 2021-322
2023-436

CITY OF HILLSDALE

E-SIGNED by Katy Price
on 2023-06-07 16:46:44 EDT

Signature

MICHIGAN DEPARTMENT OF TRANSPORTATION


E-SIGNED by JEAN RUESTMAN
on 2023-06-07 22:20:22 EDT

Title: Department Director



04/10/2023

**PASSENGER TRANSPORTATION
PROJECT IMPLEMENTATION
Project Request**

						EXECUTED BY		
PROJECT NAME						CONTRACT ID		
FY17 Section 5339(b)						2017-0063/P14/R1		
PROJECT REQUEST ID				PROGRAM NAME				
2023-436				Section 5339				
GRANTEE NAME			GRANTEE CONTACT			INDEX CODE		
CITY OF HILLSDALE			TINA BUMPUS			756		
GRANTEE ADDRESS						FED ID		
CITY HALL 97 N. BROAD ST. HILLSDALE , MI 49242-1695						386004621		
PROJECT MANAGER			PERIOD STARTED DATE		PERIOD END DATE		FED CONTRACT ID	
Jacob Porath			6/29/21		6/28/24		MI-2018-009-02	
NON-ACCOUNT FUNDING								
			PRIVATE COST	FEDERAL COST	STATE COST	LOCAL COST	TOTAL COST	
				\$78,942.00	\$96,882.00		\$175,824.00	
FUNDING								
	FY	ACCOUNT	PROJ ID	PRIVATE COST	FEDERAL COST	STATE COST	LOCAL COST	TOTAL COST
		C87750/1120	218926NI			\$77,147.00		\$77,147.00
TOTAL AMOUNTS >>						\$77,147.00		\$77,147.00
PURPOSE								
Revision to increase state funding due to the increased cost of the vehicle.								
COMMENTS AND/OR SPECIAL PROVISIONS								
Vendor no.: CV0047771 <i>Justification: additional funds needed due to increased vehicle costs.</i>								
APPROVAL/SIGNATURE						DATE		
								

APPROVED
By Jean Ruestman at 9:20 am, 4/10/23

REVIEWED
By Lisa Linder at 1:11 pm, 4/12/23

Date: March 31, 2023
Agreement No.: 2017-0063
Authorization No.: P14/R1
Job Nos.: 212473NI/218926NI

**REVISED PROJECT AUTHORIZATION
CITY OF HILLSDALE
FY 2017 SECTION 5339(b)
BUSES AND BUS FACILITIES
COMPETITIVE PROGRAM**

This information is required by the Michigan Department of Transportation (MDOT) in order to record agreement of utilization of funds provided by the Federal Transit Administration, United States Department of Transportation and MDOT. The funds provided shall be used by the AGENCY in accordance with the above referenced Master Agreement.

Authorization Effective Date: June 29, 2021
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The Data Universal Numbering System (DUNS) number for the AGENCY is 093427185. The Unique Entity Identifier (UEI) number for the AGENCY is KK7MQVKBC424.

The Catalog of Federal Domestic Assistance Number for the Federal Transit Administration Buses and Bus Facilities Formula Program is 20.526.

The Department of Labor Certification of Transit Employee Protective Arrangements requirements were issued by the United States Department of Labor in a letter dated June 24, 2021. A copy of the letter was included with the originally awarded authorization.

The AGENCY agrees to prepare and submit to MDOT quarterly milestone reports for Section 5339. Reports are due 10 days after the end of each quarter.

Timely Expenditure of Funds

The funds included in this PROJECT AUTHORIZATION must be obligated (i.e., place orders for buses, issue third party contracts, purchase equipment, complete facility improvements) within six months of receiving an awarded PROJECT AUTHORIZATION. If funds have not been obligated within twelve months, MDOT may cancel this PROJECT AUTHORIZATION and the AGENCY will no longer have access to the funds. MDOT will not extend this PROJECT AUTHORIZATION beyond three years except for very unique circumstances as determined by MDOT. MDOT will allow for additional time for new facility construction projects if sufficient progress is being made to complete the project.

The purpose of Revision 1 is to provide additional funding due to the increased cost of vehicles.

<u>Line No.</u>	<u>Item</u>	<u>Line Item</u>	<u>Activity Code</u>	<u>Federal</u>	<u>State</u>	<u>Total</u>
<u>Revenue vehicles:</u>						
1	One <30 ft replacement bus (212473NI)	11.12.04	NA	\$78,942	\$19,735	\$ 98,677
2	Up to one <30 ft replacement bus (218926NI)	NA	819	- 0 -	77,147	77,147
Total				\$78,942	\$96,882	\$175,824

Funding sources:

C87751/3120 \$78,942 (F)
 C87751/1120 \$19,735 (S)
 C87750/1120 \$77,147 (S)

PRF Nos.: 2021-322
 2023-436

CITY OF HILLSDALE

 Signature

MICHIGAN DEPARTMENT OF TRANSPORTATION

 Title: Department Director

Date: May 14, 2021
Agreement No.: 2017-0063
Authorization No.: P14
Job No.: 212473NI
Agenda: MA

**PROJECT AUTHORIZATION
CITY OF HILLSDALE
FY 2017 SECTION 5339(b)
BUSES AND BUS FACILITIES
COMPETITIVE PROGRAM**

This information is required by the Michigan Department of Transportation (MDOT) in order to record agreement of utilization of funds provided by the Federal Transit Administration, United States Department of Transportation and MDOT. The funds provided shall be used by the AGENCY in accordance with the above referenced Master Agreement.

Authorization Effective Date: June 29, 2021
Authorization Expiration Date: June 28, 2024
Fiscal Year or Effective Contract Clauses: 2021

The Federal grant associated with the PROJECT AUTHORIZATION is Permanent No. MI-2018-009-02. Award Year: 2021

The Data Universal Numbering System (DUNS) number for the AGENCY is 093427185.

The Catalog of Federal Domestic Assistance Number for the Federal Transit Administration Buses and Bus Facilities Formula Program is 20.526.

The Department of Labor Certification of Transit Employee Protective Arrangements requirements were issued by the United States Department of Labor in a letter dated June 24, 2021. A copy of this letter will be included with this awarded authorization.

The AGENCY agrees to prepare and submit to MDOT quarterly milestone reports for Section 5339. Reports are due 10 days after the end of each quarter.

Timely Expenditure of Funds

The funds included in this PROJECT AUTHORIZATION must be obligated (i.e., place orders for buses, issue third party contracts, purchase equipment, complete facility improvements) within six months of receiving an awarded PROJECT AUTHORIZATION. If funds have not been obligated within twelve months, MDOT may cancel this PROJECT AUTHORIZATION and the AGENCY will no longer have access to the funds. MDOT will not extend this PROJECT AUTHORIZATION beyond three years except for very unique circumstances as determined by MDOT. MDOT will allow for additional time for new facility construction projects if sufficient progress is being made to complete the project.

<u>Line No.</u>	<u>Item</u>	<u>Line Item</u>	<u>Federal</u>	<u>State</u>	<u>Total</u>
<u>Revenue vehicles:</u>					
1	One <30 ft replacement bus	11.12.04	\$78,942	\$19,735	\$98,677

Funding sources:

C87751/3120 \$78,942 (F)
 C87751/1120 \$19,735 (S)

PRF No.: 2021-322

CITY OF HILLSDALE



Signature

MICHIGAN DEPARTMENT OF TRANSPORTATION

Jean Ruestman
Digitally signed by: Jean Ruestman
 DN: CN = Jean Ruestman email = ruestmanj@michigan.gov
 C = US O = State of Michigan
 Date: 2021.07.14 16:17:40 -04'00'

Title: Department Director

AWARD DATE
 July 14, 2021
 Michigan Department of Transportation

MANAGEMENT APPROVAL
 June 16, 2021

City of Hillsdale Agenda Item Summary

Meeting Date: December 18, 2023

Agenda Item: New Business

SUBJECT: Dial-A-Ride Fleet Bus Purchase Approval

BACKGROUND PROVIDED BY: DPS Director Jason Blake

The City of Hillsdale Dial-A-Ride is eligible to request a replacement bus through MDOT's Section 5339(b), Buses and Bus Facilities Competitive Program, every seven years as part of a capital request on the City's Annual Budget Application. The City requested and received authorization on August 24, 2023 for approval to replace Dial-A-Ride bus number #62, a 2015 Ford Eldorado National, 18+2 seat, 29' bus (gas).

As part of the replacement program, under MiDeal contract, Hoekstra Transportation will supply and deliver a new model, Ford F550, 18+2 seat, 29' bus, in the amount of \$176,724. Total replacement cost will be reimbursed to the City utilizing State and Federal Funds.

Federal - \$141,379

State - \$35,345

RECOMMENDATION:

Staff recommends for City Council to approve the purchase of one Ford F550 fleet bus in the amount of \$176,724.00

Date: June 7, 2023
Agreement No.: 2022-0066
Authorization No.: P3
Job No.: 219071NI

**PROJECT AUTHORIZATION
CITY OF HILLSDALE
FY 2023 SECTION 5339
BUSES AND BUS FACILITIES
FORMULA PROGRAM**

This information is required by the Michigan Department of Transportation (MDOT) in order to record agreement of utilization of funds provided by the Federal Transit Administration, United States Department of Transportation and MDOT. The funds provided shall be used by the AGENCY in accordance with the above referenced Master Agreement.

Authorization Effective Date: August 24, 2023
Authorization Expiration Date: August 23, 2026
Fiscal Year or Effective Contract Clauses: 2023

The Federal grant associated with the PROJECT AUTHORIZATION is Permanent No. MI-2020-034-03. Award Year: 2023

The Unique Entity Identifier (UEI) number for the AGENCY is KK7MQVKBC424.

The Catalog of Federal Domestic Assistance Number for the Federal Transit Administration Buses and Bus Facilities Formula Program is 20.526.

The Department of Labor Certification of Transit Employee Protective Arrangements requirements were issued by the United States Department of Labor in a letter dated August 17, 2023. A copy of this letter will be included with this awarded authorization.

The AGENCY agrees to prepare and submit to MDOT milestone reports for Section 5339 as required.

Timely Expenditure of Funds

Sufficient progress toward the obligation of funds must be made within twelve (12) months of receiving the awarded PROJECT AUTHORIZATION or MDOT may cancel the PROJECT AUTHORIZATION and the AGENCY will no longer have access to the funds. Sufficient progress may be documented by placing an order, issuing a solicitation, having a third party contract awarded, or taking other documentable action to utilize the funds. MDOT will not extend this PROJECT AUTHORIZATION beyond three years except for very unique circumstances as determined by MDOT. MDOT will allow for additional time for new facility construction projects if sufficient progress is being made to complete the project.

<u>Line No.</u>	<u>Item</u>	<u>Line Item</u>	<u>Federal</u>	<u>State</u>	<u>Total</u>
<u>Revenue vehicles:</u>					
1	One <30 ft replacement bus	11.12.04	\$141,379	\$35,345	\$176,724

Funding sources:

PRF No.: 2023-531

C87750/3120 \$141,379 (F)
 C87750/1120 \$ 35,345 (S)

CITY OF HILLSDALE

E-SIGNED by Katy Price
 on 2023-09-08 09:40:19 EDT

Signature

MICHIGAN DEPARTMENT OF TRANSPORTATION

E-SIGNED by JEAN RUESTMAN
 on 2023-09-11 13:39:25 EDT

Title: Department Director





August 17, 2023

Kelly Brookins, Regional Administrator
Federal Transit Administration, Region V
200 West Adams Street, Ste. 320
Chicago, IL 60606-5232

Re: U.S. Department of Labor 49 U.S.C. § 5333(b) Certification
FTA Grant Application MI-2020-034-03
Michigan Department of Transportation
On Behalf of Other Recipient(s) of Funds Under the Grant

Dear Regional Administrator:

This is in reply to the U.S. Department of Transportation, Federal Transit Administration’s request for certification of employee protective provisions for the above-referenced grant application under 49 U.S.C. § 5333(b). The protective arrangements identified below provide protections that satisfy the requirements of 49 U.S.C. § 5333(b). Revisions and/or amendments to this grant may be subject to additional certification in accordance with 29 C.F.R. § 215.

RECIPIENT: Alger County	
Employee Representation	Protections
N/A	Capital and Operating Assistance: Non-Union Protective Arrangement dated 10/17/2014 , as supplemented by 08/07/2013 assurance.

RECIPIENT: Bay Area Transportation Authority	
Employee Representation	Protections
Int'l Brotherhood of Teamsters Local 214	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011 , as supplemented by 11/03/2011 agreement, and assurances dated 11/01/2011, 09/10/2012, and 08/05/2013.

RECIPIENT: Bay Area Transportation Authority	
Employee Representation	Protections
Service Area Provider: Antrim County Transportation	
Employee Representation	Protections
N/A	Capital and Operating Assistance: See numbered conditions below.
Service Area Provider: Benzie Transportation Authority	
Employee Representation	Protections
N/A	Capital and Operating Assistance: See numbered conditions below.
Service Area Provider: Cadillac-Wexford Transit Authority	
Employee Representation	Protections
Int'l Brotherhood of Teamsters Local 214; United Steelworkers (Michigan)	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011
Service Area Provider: Greyhound Lines, Inc.	
Employee Representation	Protections
Amalgamated Transit Union Local 1700	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011 for any intermodal projects.
Service Area Provider: Kalkaska Public Transit Authority	
Employee Representation	Protections
N/A	Capital and Operating Assistance: See numbered conditions below.

RECIPIENT: Cadillac-Wexford Transit Authority	
Employee Representation	Protections
Int'l Brotherhood of Teamsters Local 214; United Steelworkers (Michigan)	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011 , supplemented by 09/23/2011 agreement, and assurance letter dated 08/05/2013.
Service Area Provider: Bay Area Transportation Authority	
Employee Representation	Protections
Int'l Brotherhood of Teamsters Local 214	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011
Service Area Provider: Greyhound Lines, Inc.	
Employee Representation	Protections
Amalgamated Transit Union Local 1700	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011

RECIPIENT: Cass County Transportation Authority	
Employee Representation	Protections
N/A	Capital and Operating Assistance: Non-Union Protective Arrangement dated 10/17/2014 , supplemented by 08/06/2013 assurance letter.
Service Area Provider: City of Dowagiac	
Employee Representation	Protections
N/A	Capital and Operating Assistance: Non-Union Protective Arrangement dated 10/17/2014 , supplemented by 08/06/2013 assurance letter.

RECIPIENT: Charlevoix County Public Transportation	
Employee Representation	Protections
N/A	Capital and Operating Assistance: Non-Union Protective Arrangement dated 10/17/2014 , supplemented by 07/31/2013 assurance letter.
Service Area Provider: Beaver Island Transportation Authority	
Employee Representation	Protections
N/A	Capital and Operating Assistance: Non-Union Protective Arrangement dated 10/17/2014 , supplemented by 07/31/2013 assurance letter.

RECIPIENT: City of Dowagiac	
Employee Representation	Protections
N/A	Capital and Operating Assistance: Non-Union Protective Arrangement dated 10/17/2014 , supplemented by 07/17/2015 assurance letter.
Service Area Provider: Cass County Transportation Authority	
Employee Representation	Protections
N/A	Capital and Operating Assistance: Non-Union Protective Arrangement dated 10/17/2014 , supplemented by 07/17/2015 assurance letter.

RECIPIENT: City of Greenville	
Employee Representation	Protections
N/A	Capital and Operating Assistance: Non-Union Protective Arrangement dated 10/17/2014
Service Area Provider: City of Belding	
Employee Representation	Protections
N/A	Capital and Operating Assistance: Non-Union Protective Arrangement dated 10/17/2014

RECIPIENT: City of Sault Ste Marie	
Employee Representation	Protections
N/A	Capital and Operating Assistance: See numbered conditions below.
Service Area Provider: Eastern Upper Peninsula Transportation Authority	
Employee Representation	Protections
United Steelworkers Local 13685-4, District 2 (EUPTA)	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011 , supplemented by 09/20/2013 assurance letter.

RECIPIENT: Clare County Board of Commissioners	
Employee Representation	Protections
Int'l Brotherhood of Teamsters Local 214	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011 , supplemented by 09/21/2012 assurance.
Service Area Provider: Gladwin City and County Transit	
Employee Representation	Protections
N/A	Capital and Operating Assistance: See numbered conditions below.

RECIPIENT: Hillsdale Dial-A-Ride	
Employee Representation	Protections
Int'l Brotherhood of Teamsters Local 214	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011 , supplemented by 09/06/2013 agreement and assurance letters dated 09/06/2103 and 06/06/2013.

RECIPIENT: Isabella County Transportation Commission	
Employee Representation	Protections
United Steelworkers (MICHIGAN)	Capital and Operating Assistance: Agreement dated 05/03/1985 , supplemented by 11/11/2011 agreement and assurance letters dated 11/03/2011, 09/14/2012, 08/08/2013
Service Area Provider: Greyhound Lines, Inc.	
Employee Representation	Protections
Amalgamated Transit Union Local 1700	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011 supplemented by assurance letters dated 11/03/2011, 09/14/2012, 08/08/2013
Service Area Provider: Midland County	
Employee Representation	Protections
Int'l Brotherhood of Teamsters Local 214; United Steelworkers (MICHIGAN); Int'l Union of Operating Engineers	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011 supplemented by assurance letters dated 11/03/2011, 09/14/2012, 08/08/2013

RECIPIENT: Kalkaska Public Transit Authority	
Employee Representation	Protections
N/A	Capital and Operating Assistance: See numbered conditions below.
Service Area Provider: Bay Area Transportation Authority	
Employee Representation	Protections
Int'l Brotherhood of Teamsters Local 214	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011 , supplemented by 08/07/2013 assurance letter.

RECIPIENT: Lenawee Transportation Corp.	
Employee Representation	Protections
United Steelworkers (MIchigan)	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011 , supplemented by 09/11/2012 assurance letter.
Service Area Provider: City of Adrian	
Employee Representation	Protections
United Steelworkers (MIchigan)	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011 , supplemented by 09/11/2012 assurance letter.

RECIPIENT: Manistee County Board of Commissioners	
Employee Representation	Protections
United Steelworkers (MIchigan)	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011 , supplemented by 07/29/2014 assurance letter.
Service Area Provider: Benzie Transportation Authority	
Employee Representation	Protections
N/A	Capital and Operating Assistance: See numbered conditions below.

RECIPIENT: Mecosta-Osceola Transit Authority	
Employee Representation	Protections
N/A	Capital and Operating Assistance: see numbered conditions below.

RECIPIENT: Mecosta-Osceola Transit Authority	
Employee Representation	Protections
Service Area Provider: Big Rapids Dial-A-Ride	
Employee Representation	Protections
American Federation of State, County and Municipal Employees Council 25	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011
Service Area Provider: Cadillac-Wexford Transit Authority	
Employee Representation	Protections
Int'l Brotherhood of Teamsters Local 214; United Steelworkers (Michigan)	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011
Service Area Provider: Clare County Board of Commissioners	
Employee Representation	Protections
Int'l Brotherhood of Teamsters Local 214	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011
Service Area Provider: Interurban Transit Partnership	
Employee Representation	Protections
Amalgamated Transit Union Local 836	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011
Service Area Provider: Isabella County Transportation Commission	
Employee Representation	Protections
United Steelworkers (Michigan)	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011
Service Area Provider: Yates Township Transportation System	
Employee Representation	Protections
Int'l Brotherhood of Teamsters Local 214	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011

RECIPIENT: Midland County	
Employee Representation	Protections
Int'l Brotherhood of Teamsters Local 214; United Steelworkers (Michigan); Int'l Union of Operating Engineers	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011 , supplemented by 07/16/2014 assurance letter.

RECIPIENT: Midland County	
Employee Representation	Protections
Service Area Provider: Bay Metropolitan Transportation Authority	
Employee Representation	Protections
United Steelworkers	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011 , supplemented by 07/16/2014 assurance letter.
Service Area Provider: City of Midland	
Employee Representation	Protections
United Steelworkers Local 14009 (Midland); Midland Municipal Employees Ass'n; Midland Municipal Supervisory Ass'n	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011 , supplemented by 07/16/2014 assurance letter.
Service Area Provider: Gladwin City and County Transit	
Employee Representation	Protections
N/A	Capital and Operating Assistance: See numbered conditions below.
Service Area Provider: Isabella County Transportation Commission	
Employee Representation	Protections
United Steelworkers (Michigan)	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011 , supplemented by 07/16/2014 assurance letter.
Service Area Provider: Saginaw Transit Authority Regional Services	
Employee Representation	Protections
United Steelworkers Local 9036	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011 , supplemented by 07/16/2014 assurance letter.

RECIPIENT: Ogemaw County	
Employee Representation	Protections
United Steelworkers	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011 , supplemented by 09/13/2013 agreement and assurance letters dated 11/07/2011, 09/13/2013, 09/16/2013.

RECIPIENT: Schoolcraft County Public Transit	
Employee Representation	Protections
N/A	Capital and Operating Assistance: See numbered conditions below.
Service Area Provider: Greyhound Lines, Inc.	
Employee Representation	Protections
Amalgamated Transit Union Local 1700	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011

RECIPIENT: Van Buren Public Transit	
Employee Representation	Protections
American Federation of State, County and Municipal Employees Council 25	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011 , supplemented by 09/11/2012 agreement and assurance letters dated 09/14/2012 and 08/01/2013.

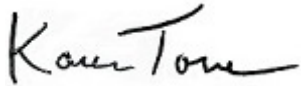
The Department of Labor makes the certification called for under the statute for the instant project on condition that:

1. This letter and the terms and conditions of the respective protective arrangements referenced above, shall be made applicable to the instant project and made part of the contract of assistance between Grantee and U.S. Department of Transportation, by reference;
2. As a precondition to the release of assistance to any Recipient, this letter and the terms and conditions of the respective protective arrangements referenced above, shall be incorporated into the contract of assistance between the Grantee and such Recipient(s), by reference; Any dispute or controversy arising regarding the application, interpretation, or enforcement of this provision which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any party to any final and binding dispute settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for a final and binding determination;
3. The term "project" as used in each of the respective protective arrangements referenced above shall be deemed to cover and refer to those portions of the instant project to which they have been applied;
4. The protective arrangements certified by the Secretary of Labor are intended for the primary and direct benefit of transit employees in the service area of the project. These employees are intended third-party beneficiaries to the employee protective arrangements referenced in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Such transit employees are also third-party beneficiaries to the protective arrangements incorporated in any subsequent contract(s) of assistance between the Grantee and any Recipient(s). Employees not represented by any labor organization, or if so represented through their representative on their behalf, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government;
5. Disputes over the interpretation, application and enforcement of the terms and conditions of the certified protective arrangements, including those disputes arising out of this letter of certification, except for any disputes arising out of enumerated paragraph 2 above, shall be resolved in accordance with the procedures specified in

the aforementioned certified arrangements; and

6. Employees of mass transportation providers in the service area of the project who are not represented by a union designated above shall be afforded substantially the same levels of protections as are afforded to the employees represented by the union(s) under the above referenced protective arrangements and this certification. Such protections include procedural rights and remedies as well as protections for individual employees affected by the project. Should a dispute remain after exhausting any available remedies under the protective arrangements and absent mutual agreement to utilize another final and binding resolution procedure, any party to the dispute may submit the controversy to final and binding arbitration. With respect to a dispute involving a union not designated above, if a component of its parent union is already subject to a protective arrangement, the arbitration procedures of that arrangement will be applicable. If no component of its parent union is subject to the arrangements, the Recipient or the union may request the American Arbitration Association to furnish an arbitrator and administer a final and binding resolution of the dispute under its Labor Arbitration Rules. If the employees are not represented by a union for purposes of collective bargaining, the Recipient or employee(s) may request the Secretary of Labor to designate a neutral third party or appoint a staff member to arbitrate and render a final and binding determination of the dispute.

Sincerely,



Karen Torre
Chief, Division of Interpretations and Regulations
Office of Labor-Management Standards
Department of Labor
OLMS-DSP@dol.gov
(202) 693-1209

cc: Amy Nobach / MI DOT
Yi Ling Elaine Luo / MI DOT
Paige Eaton / ALTRAN
Kelley Dunham / BATA
Tom Pirstill / CCBC
Ryan Novotny / CCPT
Carrie Thompson / CWTA
Gerry Bundle / Cass CTA
Gerry Bundle / Dowagiac
George Bosanic / Greenville

Tina Bumpus / Hillsdale DAR
Rick Collins / ICTC
Theresa Fisher / KAT
Kate Daisher / Lenawee
Lyn Knapp / MCC
Stacy Hitts / MOTA
Julie Stec / Manistee BOC
Ray Blamer / Ogemaw
John Stapleton / SCPT
Joel Amo / SSMT
Laurie Schlipp / VBPT
ATU / ATU
Chris Inman / MMEA
Ryan Anderson / USW L. 14009
Steve Smith / MMSA
Tammy Donovan / USW L. 13685
Tom Conway / USW L. 13685
Tom Conway / USW L. 14009
Tom Conway / USW L. 9036
Tonya Devore / USW L. 9036
AFSCME / AFSCME C. 25
IBT / IBT L. 214
IUOE / IUOE
Joseph Valenti, Sr. / IBT L. 214
Lee Saunders / AFSCME
Matthew McGuire / IUOE
Michael Bolton / USW-MI
Nora Grambau / AFSCME C. 25
Sean M. O'Brien / IBT
Tom Conway / USW
Tom Conway / USW-MI

Attachments: Nonunion Protective Arrangement-10-17-2014.pdf

NONUNION PROTECTIVE ARRANGEMENT
PURSUANT TO SECTION 5333(B) OF TITLE 49 OF THE U.S. CODE
October 17, 2014

The term “Grantee” refers to the applicant for assistance; a “Recipient” as used herein, shall refer to any entity receiving transportation assistance under the grant. A Recipient may also act as the Grantee. The term "project" shall be deemed to cover and refer to the activities funded under the grant.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements incorporated by reference in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Transit employees are also third-party beneficiaries to the protective arrangements incorporated in subsequent contracts of assistance, pursuant to the Department’s certification, between the Grantee and any Recipient. Employees may assert claims through their representative with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

- (1) The project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass passenger transportation industry within the service area of the project. The “service area” as used herein, includes the geographic area over which the project is operated and the area whose population is served by the project, including adjacent areas affected by the project;
- (2) All rights, privileges, and benefits (including collective bargaining rights and pension rights and benefits) of employees (including employees already retired) shall be preserved and continued. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer;
- (3) The Recipient shall be financially responsible for any deprivation of employment or other worsening of employment position as a result of the project;
- (4) In the event an employee is terminated or laid off as a result of the project, he shall be granted priority of employment or reemployment to fill any vacant position for which he or she is, or by training or retraining can become, qualified. In the event training or retraining is required by such employment or reemployment, the Recipient shall provide or provide for such training or retraining at no cost to the employee;
- (5) Any employee who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his or her employment as a result of the project, including any program of efficiencies or economies directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges and

benefits as specified in the employee protective arrangement certified by the Secretary of Labor under Section 405(b) of the Rail Passenger Service Act of 1970 on April 16, 1971.¹ An employee shall not be regarded as deprived of employment or placed in a worse position with respect to compensation, etc., in case of his or her resignation, death, retirement, dismissal for cause, or failure to work due to disability or discipline. The phrase "as a result of the project" as used herein shall include events occurring in anticipation of, during, and subsequent to the project;

(6) In the event any provision of these conditions is held to be invalid or otherwise unenforceable, the Recipient, the employees and/or their representatives may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in these conditions;

(7) The Recipient agrees that any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of these terms and conditions which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be submitted at the written request of any party to the dispute to the Secretary of Labor who may appoint a staff member to serve as arbitrator and render a final and binding determination or may direct the parties to proceed to arbitration administered by the Federal Mediation and Conciliation Service, or a comparable private sector neutral arbitration organization. The arbitrator's award will be final and binding.

In the event of any dispute as to whether or not a particular employee was affected by the project, it shall be the employee's obligation to identify the project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the project affected the employee. The claiming employee shall prevail if it is established that the project had an effect upon the employee even if other factors may also have affected the employee (Hodgson's Affidavit in Civil Action No. 825-71)²;

(8) The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the making of the decisions called for in the preceding paragraph;

(9) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient is a recipient of Federal assistance under the Federal Transit Act and has agreed to comply with the provisions of 49 U.S.C. § 5333(b). The notice shall specify the terms and conditions set forth herein for the protection of employees.

¹ See Appendix C-1 http://www.dol.gov/olms/regs/compliance/transit/9_AppendixC1.pdf.

² http://www.dol.gov/olms/regs/compliance/transit/10_Hodgson_Affadavit.pdf



CITY OF HILLSDALE

97 NORTH BROAD STREET
HILLSDALE, MICHIGAN 49242-1695
(517) 437-6441 FAX: (517) 437-6448
cityofhillsdale.org

What Board/Commission would you like to serve? Airport Advisory Committee

Name: Darryl Hart

Address: [Redacted] Hillsdale 49242
Street City Zip

Phone: Home [Redacted] Work [Redacted]

E-Mail

Residency is required for most Boards & Commissions.
Are you a resident of City of Hillsdale? Yes X No If so, for how long? 13 years

Occupation: (if retired, former occupation) College professor

Please check the expertise and skills you can contribute:

- Accounting, Fund Raising, Marketing, Advocacy, Human Resources, Planning, Computers, Knowledge of the Cause, Public Relations, Legal, Community Relations, Public Speaking, Finance, Management, Other

Brief Educational Background: (1971) B.A. from Temple University, Ph.D. Johns Hopkins University (1988) - US history

What charitable or community activities have you actively participated in? Please describe any leadership role(s) you have (had) in the organization(s): Hillsdale College Summer program in local affairs, Hillsdale Orthodox Presbyterian Church (serve as elder), Hillsdale County Public Library

On what other volunteer boards/committees have you served? Hillsdale County Public Library, Board of Trustees 2015 to 2020

Describe any previous activities related to government: _____

County Library Board of Directors

Please explain why you would be interested in serving on the council or committee: _____

Local government is important to the quality of life in a community. I cannot serve in govt. but would like to assist by volunteering. The airport committee is one way to help.

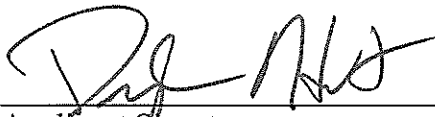
Please explain your understanding of the City of Hillsdale: _____

My sense is that it has declined over a century, that it likely depends on the College and hospital for at least its professional residents, and that more businesses need to come to the city, to increase the population and revenues for government.

Additional comments: _____

I am fascinated by municipal and county airports. I have used the airport in Jackson often to rent a car and eat at the diner. These institutions have a culture often hidden that adds color to the community.

Please send your completed application to City of Hillsdale, City Manager at 97 North Broad Street, Hillsdale, MI 49242.



Applicant Signature

12/8/2023

Date