



City Council Agenda

February 20, 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 February 2, 2023: \$2,345,218.46
 - 2. Payroll of February 2, 2023: \$190,402.32
 - B. City Council Minutes of February 6, 2023
 - C. Finance Committee Meeting Minutes of January 17, 2023
 - D. BPU Minutes of January 10, 2023
 - E. BPU Special Meeting Minutes of February 1, 2023
 - F. Community Development Minutes of December 8, 2022 & February 13, 2023
 - G. Homeless Task Force Minutes of February 14, 2023
 - H. Hillsdale College Alley Closure for Centralhallapalooza Event
 - I. Hillsdale College Use of Street Agreement for Taste of Manning Event
 - J. HBA Right of Way & TCO request for Open Air Market
- VI. Communications/Petitions**
 - A. REU Update – Keith O’Neil
 - B. 2023 Spring Newsletter
 - C. Winterfest Event
 - D. Cemetery Cleanup
 - E. Ridenour Letter
- VII. Introduction and Adoption of Ordinances/Public Hearing**
 - A. Public Hearing: Declare a Public Nuisance 61 S. Howell St (Resolution)
 - B. Public Hearing: Final Confirmation of Special Assessment District Rolls SAD 22-05 Uran St, SAD 22-06 Howell St, Lynwood Blvd, Morry St. (Resolutions)
- VIII. Old Business**
- IX. New Business**
 - A. MDOT HIP – COVID Funds Contract
 - B. Hillsdale Farmer’s Market Right of Way Request
 - C. On-Premises Tasting Room Permit for 89 McCollum St. (Resolution)
 - D. Settlement Agreement Hillsdale Mobile Home Park
 - E. AMP Michigan Behind the Meter (BTM) Project (Resolution)

X. Miscellaneous Reports

- A. Proclamation- None
- B. Appointments – None
- 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 02/02/2023 - 02/02/2023
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000.000					
101-000.000-231.105	DUE TO MMERS-RETIREMENT CONT.	MERS	RETIREMENT CONTRIBUTIONS - 300101	14,249.04	478
101-000.000-249.999	REIMBURSEMENT OF AFLAC PREMIUM	KIMBERLY A. THOMAS	REIMBURSEMENT OF AFLAC PREMIUM	398.64	105712
Total For Dept 000.000				14,647.68	
Dept 172.000 CITY MANAGER					
101-172.000-715.000	DENTAL & VISION - CITY MANAGER	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		38.82	476
101-172.000-715.000	HEALTH INSURANCE - JAN 2023	WESTERN MICH HEALTH INS PCHEALTH INSURANCE - JAN 2023		703.65	481
101-172.000-715.000	HEALTH INSURANCE - FEB 2023	WESTERN MICH HEALTH INS PCHEALTH INSURANCE - FEB 2023		703.65	481
101-172.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		6.50	482
101-172.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	831.78	478
101-172.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		15.39	482
101-172.000-801.000	ADOBE	CARD SERVICES CENTER	D. MACKIE CREDIT CARD	42.38	477
Total For Dept 172.000 CITY MANAGER				2,342.17	
Dept 175.000 ADMINISTRATIVE SERVICES					
101-175.000-801.000	MUSIC LICENSE 2023	BMI	MUSIC LICENSE 2023	421.00	105616
101-175.000-802.000	SONIT NET ADMIN JAN 2023	SONIT SYSTEMS, LLC	SONIT NET ADMIN JAN 2023	733.13	105702
101-175.000-802.000	TREND MICRO SUBSCRIPTION (NOW MO	SONIT SYSTEMS, LLC	TREND MICRO SUBSCRIPTION (NOW MONTHLY)	69.20	105702
101-175.000-802.000	SONIT NET ADMIN NOV 2022	SONIT SYSTEMS, LLC	SONIT NET ADMIN NOV 2022	825.00	105702
Total For Dept 175.000 ADMINISTRATIVE SERVICES				2,048.33	
Dept 191.000 FINANCE DEPARTMENT					
101-191.000-715.000	DENTAL & VISION - FINANCE	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		38.82	476
101-191.000-715.000	HEALTH INSURANCE - JAN 2023	WESTERN MICH HEALTH INS PCHEALTH INSURANCE - JAN 2023		703.65	481
101-191.000-715.000	HEALTH INSURANCE - FEB 2023	WESTERN MICH HEALTH INS PCHEALTH INSURANCE - FEB 2023		703.65	481
101-191.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		6.50	482
101-191.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		8.66	482
101-191.000-801.000	ACCOUNTING SERVICES - DEC 2022	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - DEC 2022	2,637.50	105711
101-191.000-801.000	ACCOUNTING SERVICES - NOV 2022	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - NOV 2022	3,746.46	105711
Total For Dept 191.000 FINANCE DEPARTMENT				7,845.24	
Dept 215.000 CITY CLERK DEPARTMENT					
101-215.000-715.000	DENTAL & VISION - CITY CLERK	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		97.05	476
101-215.000-715.000	HEALTH INSURANCE - JAN 2023	WESTERN MICH HEALTH INS PCHEALTH INSURANCE - JAN 2023		1,759.10	481
101-215.000-715.000	HEALTH INSURANCE - FEB 2023	WESTERN MICH HEALTH INS PCHEALTH INSURANCE - FEB 2023		1,759.10	481
101-215.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		16.24	482
101-215.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	800.69	478
101-215.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		16.53	482
101-215.000-726.000	SUPPLIES	ELECTION SOURCE	MASTERCARDS/VOTERIDCARDS	128.99	105649
101-215.000-734.000	STAMPS FOR CLERKS OFFICE	CARD SERVICES CENTER	K. PRICE CREDIT CARD	240.00	477
101-215.000-801.000	PAPER SHREDDING SERVICE	ACCUSHRED, LLC	PAPER SHREDDING SERVICE	67.95	105605
101-215.000-801.000	PAPER SHREDDING SERVICE	ACCUSHRED, LLC	PAPER SHREDDING SERVICE	67.95	105605
101-215.000-905.000	PUBLISHING / NOTICES	HILLSDALE MEDIA GROUP	DEC 1 - DEC 31, 2022	6.18	105661
Total For Dept 215.000 CITY CLERK DEPARTMENT				4,959.78	
Dept 253.000 CITY TREASURER					
101-253.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	161.00	478
101-253.000-726.000	TONER	CURRENT OFFICE SOLUTIONS	TONER	95.95	105639
101-253.000-801.000	IM, WO, SPEC ASSESS, COMM DEV, D	BS&A SOFTWARE	IM, WO, SPEC ASSESS, COMM DEV, DPPT SOF	957.00	105621
101-253.000-810.000	DUES AND SUBSCRIPTIONS	MICHIGAN MUNICIPAL TREASUF	MEMBERSHIP RENEWAL	198.00	105681
Total For Dept 253.000 CITY TREASURER				1,411.95	
Dept 257.000 ASSESSING DEPARTMENT					

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 257.000 ASSESSING DEPARTMENT					
101-257.000-715.000	DENTAL & VISION - ASSESSING	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	27.98	476
101-257.000-715.000	HEALTH INSURANCE - JAN 2023	WESTERN MICH HEALTH INS PC	HEALTH INSURANCE - JAN 2023	1,759.10	481
101-257.000-715.000	HEALTH INSURANCE - FEB 2023	WESTERN MICH HEALTH INS PC	HEALTH INSURANCE - FEB 2023	1,759.10	481
101-257.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	32.48	482
101-257.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,477.49	478
101-257.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	47.26	482
101-257.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	2ND FLOOR OFFICE SUPPLIES	169.69	105639
101-257.000-726.000	SUPPLIES	GELZER HJ & SON INC	TOOLS	21.96	105655
101-257.000-726.000	ENVELOP	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	1.06	477
101-257.000-734.000	POSTAGE	KCI	2023 ASSESSMENT NOTICE POSTAGE	1,205.75	105669
101-257.000-734.000	POSTAGE	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	65.40	477
101-257.000-801.000	IM, WO, SPEC ASSESS, COMM DEV, D	BS&A SOFTWARE	IM, WO, SPEC ASSESS, COMM DEV, DPPT SOF	1,383.00	105621
101-257.000-810.000	MICHIGAN ASSESSORS ASSOCIATION	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	106.38	477
Total For Dept 257.000 ASSESSING DEPARTMENT				8,056.65	
Dept 262.000 ELECTIONS					
101-262.000-726.000	STAMPS FOR ELECTION	CARD SERVICES CENTER	K. PRICE CREDIT CARD	24.00	477
Total For Dept 262.000 ELECTIONS				24.00	
Dept 265.000 BUILDING AND GROUNDS					
101-265.000-726.000	SUPPLIES	AMERICAN COPPER AND BRASS,	COMP CHR ANG ST 3/8	7.11	105607
101-265.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	BATHROOM PRODUCTS/COPIER PAPER	433.26	105639
101-265.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	BATHROOM TOLIET PAPER	171.65	105639
101-265.000-726.000	SUPPLIES	GELZER HJ & SON INC	FASTENERS AND ANCHORS	2.40	105655
101-265.000-726.000	SUPPLIES	GELZER HJ & SON INC	FASTENERS AND ANCHORS	1.28	105655
101-265.000-726.000	WATER - CITY HALL	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE	21.74	105659
101-265.000-726.000	WATER - CITY HALL	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE	22.40	105659
101-265.000-726.000	SUPPLIES	WHITE'S WELDING SERVICE	2 X 8 FLAT	20.00	105724
101-265.000-726.000	XMAS SUPPLIES FOR CITY HALL	CARD SERVICES CENTER	M. LOREN CREDIT CARD	78.14	477
101-265.000-801.000	ANNUAL SERVICE/INSPECTION OF FIR	ANYTIME FIRE PROTECTION LI	ANNUAL SERVICE/INSPECTION OF FIRE EXTIN	53.75	105608
101-265.000-801.000	MOP & BUFF DISPATCH - DEC 2022	EAST 2 WEST ENTERPRISES, I	MOP & BUFF DISPATCH - DEC 2022	40.00	105648
101-265.000-801.000	CONTRACTUAL SERVICES	JC MECHANICAL SERVICES, I	CHANGED FILTERS AND OILED MOTORS	2,244.95	105666
101-265.000-801.000	CONTRACTUAL SERVICES	JC MECHANICAL SERVICES, I	FOUND PRESSURE LEAK ON CHILLER	748.85	105666
101-265.000-801.000	CONTRACTUAL SERVICES	JC MECHANICAL SERVICES, I	CHANGED FAN MOTOR IN N CONFRENCE ROOM.	1,145.35	105666
101-265.000-801.000	QUARTERLY ELEVATOR MAINTENANCE	SCHINDLER ELEVATOR CORPOR	QUARTERLY ELEVATOR MAINTENANCE	716.72	105701
101-265.000-801.000	MATS - CITY HALL	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	28.25	105716
101-265.000-801.000	MATS - CITY HALL	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	18.35	105716
101-265.000-801.000	MATS - CITY HALL	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	18.35	105716
101-265.000-801.000	MATS - CITY HALL	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	19.10	105716
101-265.000-801.000	MATS - CITY HALL	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	19.10	105716
101-265.000-920.000	505431439 - 22 N MANNING - MITCH	MICH GAS UTILITIES	NATURAL GAS UTILITY - 22 N MANNING	688.69	467
101-265.000-920.000	505119616 - 97 N BROAD - CITY HA	MICH GAS UTILITIES	NATURAL GAS UTILITY - 97 N BROAD	1,529.43	468
101-265.000-930.000	CITY HALL CARPETS	STANLEY STEEMER GREAT LAKE	CARPET CLEANING	1,150.00	105704
Total For Dept 265.000 BUILDING AND GROUNDS				9,178.87	
Dept 270.000 HUMAN RESOURCES					
101-270.000-715.000	DENTAL & VISION - HUMAN RESOURCE	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	38.82	476
101-270.000-715.000	HEALTH INSURANCE - JAN 2023	WESTERN MICH HEALTH INS PC	HEALTH INSURANCE - JAN 2023	703.65	481
101-270.000-715.000	HEALTH INSURANCE - FEB 2023	WESTERN MICH HEALTH INS PC	HEALTH INSURANCE - FEB 2023	703.65	481
101-270.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	6.50	482
101-270.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	12.89	482
101-270.000-726.000	HR W2 ENVELOPES AND CAMERA	AMAZON CAPITAL SERVICES, I	HR W2 ENVELOPES AND CAMERA	62.33	105606

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 270.000 HUMAN RESOURCES					
Total For Dept 270.000 HUMAN RESOURCES				1,527.84	
Dept 301.000 POLICE DEPARTMENT					
101-301.000-715.000	DENTAL & VISION - POLICE	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		875.19	476
101-301.000-715.000	DENTAL & VISION - POLICE	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		139.88	476
101-301.000-715.000	HEALTH INSURANCE - JAN 2023	WESTERN MICH HEALTH INS PCHEALTH INSURANCE - JAN 2023		17,386.84	481
101-301.000-715.000	HEALTH INSURANCE - FEB 2023	WESTERN MICH HEALTH INS PCHEALTH INSURANCE - FEB 2023		17,386.84	481
101-301.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY\ LIFE & DISABILITY INSURANCE		235.48	482
101-301.000-716.000	RETIREMENT	MERS RETIREMENT CONTRIBUTIONS - 300101		30,103.21	478
101-301.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY\ LIFE & DISABILITY INSURANCE		308.81	482
101-301.000-726.000	LBR CLEANING/WASTE TONER BOTTLE	CURRENT OFFICE SOLUTIONS LBR PRINTER CLEANED/WASTE TONER BOTTLE		87.50	105639
101-301.000-726.000	(2) 18CT CLEAR MINI HOOKS	GELZER HJ & SON INC HOOKS/CLIPS FOR LIGHTS ON POLICE UNIT E		77.03	105655
101-301.000-726.000	REIMBURSEMENT/PRESC WORKMAN'S CO	SHELBY RATHBUN REIMBURSEMENT FOR PRESCRIPTIONS RE WORF		24.49	105696
101-301.000-726.000	TISSUE, WALL CLOCK, AIR FRESHENE	WALMART COMMUNITY TISSUE, WALL CLOCK, AIR FRESHENER		61.98	26
101-301.000-726.000	POSTAGE - EVIDENCE MAILED/B. MAR	CARD SERVICES CENTER S.HEPHNER CREDIT CARD		16.20	477
101-301.000-742.000	(2) RIGHT-HAND TASER HOLSTERS	AXON ENTERPRISE, INC RIGHT-HAND TASER HOLSTERS/K. PHILLIPS/S		170.20	105611
101-301.000-742.000	2023 EQUIPMENT ALLOWANCE/DUTY PI	ERIC GIACOBONE 2023 EQUIPMENT ALLOWANCE/GLOCK 23 GEN 5		200.00	105651
101-301.000-801.000	ANNUAL SERVICE/INSPECTION OF FIR	ANYTIME FIRE PROTECTION LI ANNUAL SERVICE/INSPECTION OF FIRE EXTIN		19.50	105608
101-301.000-801.000	ANNUAL LE POLICY CONTRACT FEE	LEXIPOL, LLC ANNUAL LAW ENFORCEMENT POLICY MANUAL &		8,637.94	105674
101-301.000-930.000	LBR R&R FRONTS STRUTS & MOUNTS	STILLWELL FORD MERCURY, IN SERVICE REPAIR REMOVED & REPLACED FRON		1,397.80	105706
101-301.000-930.000	LBR R&R FRONT DIFFERENTIAL ASSEM	STILLWELL FORD MERCURY, IN SVC REPAIR R&R FRONT DIFFERENTIAL ASSEM		4,036.65	105706
101-301.000-930.000	LBR R&R ALTERNATOR/UNIT 2-1 (19	STILLWELL FORD MERCURY, IN SERVICE REPAIR REMOVE & REPLACE ALTERNF		1,152.31	105706
101-301.000-930.000	LBR R&R REAR BRAKES UNIT 2-4 (21	STILLWELL FORD MERCURY, IN SERVICE REPAIR R&R REAR BRAKES, R&R BOI		2,151.35	105706
Total For Dept 301.000 POLICE DEPARTMENT				84,469.20	
Dept 336.000 FIRE DEPARTMENT					
101-336.000-715.000	DENTAL & VISION - FIRE	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		319.13	476
101-336.000-715.000	DENTAL & VISION - FIRE	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		27.97	476
101-336.000-715.000	HEALTH INSURANCE - JAN 2023	WESTERN MICH HEALTH INS PCHEALTH INSURANCE - JAN 2023		10,130.54	481
101-336.000-715.000	HEALTH INSURANCE - FEB 2023	WESTERN MICH HEALTH INS PCHEALTH INSURANCE - FEB 2023		10,130.54	481
101-336.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY\ LIFE & DISABILITY INSURANCE		73.08	482
101-336.000-716.000	RETIREMENT	MERS RETIREMENT CONTRIBUTIONS - 300101		6,659.81	478
101-336.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY\ LIFE & DISABILITY INSURANCE		93.56	482
101-336.000-726.000	WEEKLY PLANNER	CURRENT OFFICE SOLUTIONS WEEKLY PLANNER		28.49	105639
101-336.000-726.000	3 DZ PENS	CURRENT OFFICE SOLUTIONS PENS		70.86	105639
101-336.000-726.000	(2) ADULT/CHILD HEARTSTART PADS	EMERGENCY MEDICAL PRODUCTS ADULT/CHILD HEARTSTART SMART PADS II		85.48	105650
101-336.000-726.000	(6) PK WATER	MARKET HOUSE WATER		21.54	105676
101-336.000-742.000	(2) PR PANTS/M. HAWKINS - RETURN	GALL'S, INC PANTS RETURNED (M. HAWKINS)		126.98	27
101-336.000-801.000	ANNUAL SERVICE/INSPECTION OF FIR	ANYTIME FIRE PROTECTION LI ANNUAL SERVICE/INSPECTION OF FIRE EXTIN		310.50	105608
101-336.000-801.000	SEMI-ANNUAL PRVENETATIVE MAINTEN	BREATHING AIR SYSTEMS SEMI-ANNUAL PREVENTATIVE MAINTENANCE SE		845.01	105618
101-336.000-920.000	502806085 - 77 E CARLETON - FIRE	MICH GAS UTILITIES NATURAL GAS UTILITY - 77 E CARLETON		900.52	469
101-336.000-930.000	BODY WORN VIDEO REPAIR	KUSTOM SIGNALS, INC BODY WORN VIDEO REPAIR - REPLACED REAR		121.00	105672
101-336.000-930.000	LBR DRAIN & REMOVE FUEL TANK/ENG	RILEY'S APPARTATUS SERVICE SERVICE REPAIR REMOVE & REPLACE FUEL TF		1,378.00	105698
101-336.000-930.000	FIRE DEPARTMENT CARPETS	STANLEY STEEMER GREAT LAKE CARPET CLEANING		179.00	105704
101-336.000-956.000	CONTINUING EDUCATION/HEMORRHAGE	BRAD VANDERLOOVEN CONTINUING EDUCATION - HEMORRHAGE CONF		300.00	105617
101-336.000-956.000	REIMBURSEMENT/FIRE SVC INSTRUCTO	DAN POOLE REIMBURSEMENT - REGISTRATION FEE FOR FI		73.95	105640
Total For Dept 336.000 FIRE DEPARTMENT				31,875.96	
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
101-441.000-715.000	DENTAL & VISION - PUBLIC SERVICE	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		153.00	476
101-441.000-715.000	DENTAL & VISION - PUBLIC SERVICE	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		97.05	476
101-441.000-715.000	HEALTH INSURANCE - JAN 2023	WESTERN MICH HEALTH INS PCHEALTH INSURANCE - JAN 2023		4,931.76	481
101-441.000-715.000	HEALTH INSURANCE - FEB 2023	WESTERN MICH HEALTH INS PCHEALTH INSURANCE - FEB 2023		4,931.76	481

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
101-441.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	32.48	482
101-441.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,575.29	478
101-441.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	49.00	482
101-441.000-726.000	SUPPLIES	ARROW SWIFT PRINTING	1000 TIME CARDS	72.75	105610
101-441.000-726.000	SUPPLIES	CINTAS CORPORATION	FCI HD FLR CLNR/DGSR RRY DIS/RR CLEANIN	43.64	105630
101-441.000-726.000	SUPPLIES	GELZER HJ & SON INC	2L LIQUID DRAIN CLEANER	13.99	105655
101-441.000-726.000	SUPPLIES	GELZER HJ & SON INC	PLUMBERS PUTTY LAV FAUCET W/O POPUP CAU	54.16	105655
101-441.000-726.000	WATER - 149 WATERWORKS	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE	10.84	105659
101-441.000-726.000	WATER - 149 WATERWORKS	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE	5.60	105659
101-441.000-726.000	FLASHLIGHT	HOME DEPOT	CALCIUM CHLORIDE FLASHLIGHT BATTERIES	46.84	105662
101-441.000-726.000		MORIARTY MACHINERY & SUPPI	LEATHER GLOVES	139.84	105687
101-441.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	34.96	105716
101-441.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	34.96	105716
101-441.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	34.96	105716
101-441.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	34.96	105716
101-441.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	34.96	105716
101-441.000-801.000	ANNUAL SERVICE/INSPECTION OF FIR	ANYTIME FIRE PROTECTION LI	ANNUAL SERVICE/INSPECTION OF FIRE EXTIN	290.25	105608
101-441.000-801.000	IM, WO, SPEC ASSESS, COMM DEV, D	BS&A SOFTWARE	IM, WO, SPEC ASSESS, COMM DEV, DPPT SOE	381.50	105621
101-441.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	32.76	105716
101-441.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	32.76	105716
101-441.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	32.76	105716
101-441.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	32.76	105716
101-441.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	32.76	105716
101-441.000-850.000	MONTHLY VERIZON BILL - JAN 23	VERIZON WIRELESS	MONTHLY VERIZON BILL - JAN 23	53.27	105721
101-441.000-955.441	GARYS ALLOWANCE	TSC STORES	GARYS ALLOWANCE	210.13	105714
101-441.000-956.000	ASPHALT PAVING INSPECTION WORKSH	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	140.00	477
Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT				13,571.75	
Dept 447.000 ENGINEERING SERVICES					
101-447.000-715.000	DENTAL & VISION -ENGINEERING	BLUE CROSS & BLUE SHIELD (	DENTAL & VISION INSURANCE GROUP 0070034	97.05	476
101-447.000-715.000	HEALTH INSURANCE - JAN 2023	WESTERN MICH HEALTH INS PC	HEALTH INSURANCE - JAN 2023	1,759.10	481
101-447.000-715.000	HEALTH INSURANCE - FEB 2023	WESTERN MICH HEALTH INS PC	HEALTH INSURANCE - FEB 2023	1,759.10	481
101-447.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	16.24	482
101-447.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	38.47	482
Total For Dept 447.000 ENGINEERING SERVICES				3,669.96	
Dept 567.000 CEMETERIES					
101-567.000-801.000	CONTRACTUAL SERVICES	LAPEW SANITATION - THOMAS PORTA	JOHN RENTAL FEES FOR JANUARY	125.00	105673
Total For Dept 567.000 CEMETERIES				125.00	
Dept 595.000 AIRPORT					
101-595.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	16.24	482
101-595.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	19.75	482
101-595.000-726.000	WATER - AIRPORT	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE	5.42	105659
101-595.000-726.000	CHIPS, FACIAL TISSUE TRASH BAGS,	MARKET HOUSE	CHIPS, FACIAL TISSUE TRASH BAGS, OAT BF	49.93	105676
101-595.000-726.050	AIRPORT SHIRT FOR RE-SALE	URBAN GRAFFITI	AIRPORT SHIRT FOR RE-SALE	117.25	105719
101-595.000-740.000	DIESEL FUEL DELIVERY	BRINER OIL CO, INC	DIESEL FUEL DELIVERY	558.96	105619
101-595.000-801.000	ANNUAL SERVICE/INSPECTION OF FIR	ANYTIME FIRE PROTECTION LI	ANNUAL SERVICE/INSPECTION OF FIRE EXTIN	103.00	105608
101-595.000-801.000	AWOS CONTRACT	STATE OF MICHIGAN	AWOS CONTRACT	653.32	105705
101-595.000-801.000	MERCHANT EQUIP RENTAL BILLING	AVFUEL CORP	MERCHANT EQUIP RENTAL BILLING	20.00	475
101-595.000-801.000	REFUELING TRUCK RENTAL BILLING	AVFUEL CORP	REFUELING TRUCK RENTAL BILLING	950.00	475
101-595.000-810.000	AIRNAV FUEL PRICES ONLINE	CARD SERVICES CENTER	G. MOORE CREDIT CARD	70.00	477
101-595.000-920.000	PROPANE FOR AIRPORT	SPRATT'S	PROPANE FOR AIRPORT	972.68	105703

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Fund 101 GENERAL FUND					
Dept 595.000 AIRPORT					
101-595.000-930.000	REPAIRS TO CONCRETE PAD IN T-HAN	BECKER & SCRIVENS	REPAIRS TO CONCRETE PAD IN T-HANGER	418.00	105614
101-595.000-930.000	REPAIRS FOR HANGER	GELZER HJ & SON INC	REPAIRS FOR HANGER	30.58	105655
101-595.000-930.000	REPAIRS FOR JOHN DEERE TRACTOR	GREENMARK EQUIPMENT	REPAIRS FOR JOHN DEERE TRACTOR	15.48	105657
101-595.000-930.000	REPAIRS FOR JOHN DEERE TRACTOR	GREENMARK EQUIPMENT	REPAIRS FOR JOHN DEERE TRACTOR	111.88	105657
101-595.000-930.000	HEATER REPAIRS IN CORP HANGER #2	GRIFFITHS MECHANICAL CONTF	HEATER REPAIRS IN CORP HANGER #2	234.48	105658
101-595.000-930.000	OIL CHANGE FOR FUEL TRUCK	PERFORMANCE AUTOMOTIVE	OIL CHANGE FOR FUEL TRUCK	194.40	105690
Total For Dept 595.000 AIRPORT				4,541.37	
Dept 701.000 PLANNING DEPARTMENT					
101-701.000-715.000	DENTAL & VISION - PLANNING	BLUE CROSS & BLUE SHIELD C	DENTAL & VISION INSURANCE GROUP 0070034	97.05	476
101-701.000-715.000	HEALTH INSURANCE - JAN 2023	WESTERN MICH HEALTH INS PC	HEALTH INSURANCE - JAN 2023	1,759.10	481
101-701.000-715.000	HEALTH INSURANCE - FEB 2023	WESTERN MICH HEALTH INS PC	HEALTH INSURANCE - FEB 2023	1,759.10	481
101-701.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	16.24	482
101-701.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	855.17	478
101-701.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	19.23	482
101-701.000-801.372	CONTRACTUAL SERVICES - CODE ENFO	PARRISH EXCAVATING, INC.	DEMOLITION OF 280 WATERWORKS DR	15,716.25	105689
101-701.000-801.372	CONTRACTUAL SERVICES - CODE ENFO	PM DOORS, LLC	CODE ENFORCEMENT ABATEMENT-41 N BROAD	3,200.00	105692
101-701.000-810.000	DUES AND SUBSCRIPTIONS	REGION 2 PLANNING COMMISSI	REGION 2 PC DUES	2,169.72	105697
Total For Dept 701.000 PLANNING DEPARTMENT				25,591.86	
Dept 728.000 ECONOMIC DEVELOPMENT					
101-728.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	16.24	482
101-728.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	816.72	478
101-728.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	23.08	482
101-728.000-801.000	SUPPLIES FOR XMAS IN THE CITY	WALMART COMMUNITY	SUPPLIES FOR XMAS IN THE CITY	11.70	105723
Total For Dept 728.000 ECONOMIC DEVELOPMENT				867.74	
Dept 756.000 PARKS					
101-756.000-801.000	CONTRACTUAL SERVICES	LONSBERY, JEFFREY	WATERWORKS PARK CHIP BRUSH HAUL WOOD PI	1,800.00	105636
101-756.000-801.000	CONTRACTUAL SERVICES	LAPEW SANITATION - THOMAS	PORTA JOHN RENTAL FEES FOR JANUARY	255.00	105673
Total For Dept 756.000 PARKS				2,055.00	
Total For Fund 101 GENERAL FUND				218,810.35	
Fund 153 R. L. OWEN MEMORIAL FUND					
Dept 265.000 BUILDING AND GROUNDS					
153-265.000-801.000	CONTRACTUAL SERVICES	PARRISH EXCAVATING, INC.	DEMOLITION OF 280 WATERWORKS DR	15,716.25	105689
Total For Dept 265.000 BUILDING AND GROUNDS				15,716.25	
Total For Fund 153 R. L. OWEN MEMORIAL FUND				15,716.25	
Fund 202 MAJOR ST./TRUNKLINE FUND					
Dept 470.000 TREES					
202-470.000-801.000	CONTRACTUAL SERVICES	LONSBERY, JEFFREY	77 S READING CHIP BRUSH HAUL WOOD PLUS	1,250.00	105636
Total For Dept 470.000 TREES				1,250.00	
Total For Fund 202 MAJOR ST./TRUNKLINE FUND				1,250.00	
Fund 203 LOCAL ST. FUND					
Dept 470.000 TREES					
203-470.000-801.000	CONTRACTUAL SERVICES	LONSBERY, JEFFREY	37 WESTWOOD CHIP BRUSH HAUL WOOD AND SI	1,500.00	105636
Total For Dept 470.000 TREES				1,500.00	
Dept 900.000 CAPITAL OUTLAY					

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Fund 203 LOCAL ST. FUND					
Dept 900.000 CAPITAL OUTLAY					
203-900.000-970.000-215005	SESC PERMIT - WESTWOOD PROJECT	HILLSDALE CO TREASURER	SESC PERMIT FEE WESTWOOD PROJECT	602.50	105660
Total For Dept 900.000 CAPITAL OUTLAY				602.50	
Total For Fund 203 LOCAL ST. FUND				2,102.50	
Fund 208 RECREATION FUND					
Dept 751.000 RECREATION DEPARTMENT					
208-751.000-715.000	DENTAL & VISION - RECREATION	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		55.95	476
208-751.000-715.000	HEALTH INSURANCE - JAN 2023	WESTERN MICH HEALTH INS PCHEALTH INSURANCE - JAN 2023		1,413.56	481
208-751.000-715.000	HEALTH INSURANCE - FEB 2023	WESTERN MICH HEALTH INS PCHEALTH INSURANCE - FEB 2023		1,413.56	481
208-751.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		16.24	482
208-751.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,158.67	478
208-751.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		28.01	482
208-751.000-726.000	SUPPLIES	GELZER HJ & SON INC	HAND AIR PUMP	6.99	105655
208-751.000-726.000	FILE FOLDERS	WALMART COMMUNITY	MAILING SUPPLES FOR FUNDRAISING LETTERS	7.22	26
208-751.000-726.000	POSTAGE FOR DOCK SLIPS	CARD SERVICES CENTER	M. LOREN CREDIT CARD	60.00	477
208-751.000-801.000	CONTRACTUAL SERVICES	DOCK BROTHERS	RELOCATION OF DOCK #40	200.00	105646
208-751.000-801.008	CONTRACTUAL SERVICES - OFFICIATI	LANCE BENZING	VOLLEYBALL OFFICIATING 18 MATCHES	540.00	105615
208-751.000-801.008	CONTRACTUAL SERVICES - OFFICIATI	DANIEL C. LAWS	VOLLEYBALL OFFICIATING	90.00	105641
Total For Dept 751.000 RECREATION DEPARTMENT				4,990.20	
Total For Fund 208 RECREATION FUND				4,990.20	
Fund 244 ECONOMIC DEVELOPMENT CORP FUND					
Dept 728.000 ECONOMIC DEVELOPMENT					
244-728.000-801.000	CONTRACTUAL SERVICES	LODZINSKI & ASSOCIATES, LI280 & 286 W BACON ST SURVEY - PAY HALF		1,200.00	105675
Total For Dept 728.000 ECONOMIC DEVELOPMENT				1,200.00	
Total For Fund 244 ECONOMIC DEVELOPMENT CORP FUND				1,200.00	
Fund 271 LIBRARY FUND					
Dept 790.000 LIBRARY					
271-790.000-715.000	DENTAL & VISION - LIBRARY	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		27.98	476
271-790.000-715.000	HEALTH INSURANCE - JAN 2023	WESTERN MICH HEALTH INS PCHEALTH INSURANCE - JAN 2023		628.26	481
271-790.000-715.000	HEALTH INSURANCE - FEB 2023	WESTERN MICH HEALTH INS PCHEALTH INSURANCE - FEB 2023		628.26	481
271-790.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		16.24	482
271-790.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		19.00	482
271-790.000-726.000	MYLAR BOOK JACKETS	DEMCO, INC	MYLAR BOOK JACKETS	126.53	105643
271-790.000-726.000	POPCORN	CARD SERVICES CENTER	J. SPANGLER CREDIT CARD	17.28	477
271-790.000-750.000	WALL STREET JOURNAL SUBSCRIPTION	CARD SERVICES CENTER	J. SPANGLER CREDIT CARD	29.99	477
271-790.000-801.000	ANNUAL SERVICE/INSPECTION OF FIR	ANYTIME FIRE PROTECTION LI	ANNUAL SERVICE/INSPECTION OF FIRE EXTIN	34.25	105608
271-790.000-802.000	TREND MICRO SUBSCRIPTION (NOW MO	SONIT SYSTEMS, LLC	TREND MICRO SUBSCRIPTION (NOW MONTHLY)	15.38	105702
271-790.000-920.000	503691550 - 12 N MANNING - LIBRA	MICH GAS UTILITIES	NATURAL GAS UTILITY - 12 N MANNING	1,518.47	466
271-790.000-982.000	BOOKS - ADULT	BAKER & TAYLOR COMPANY	BOOKS - ADULT & TEEN	422.58	105612
271-790.000-982.000	BOOK - ADULT	BAKER & TAYLOR COMPANY	BOOK - ADULT	16.20	105612
271-790.000-982.000	BOOKS - ADULT	BAKER & TAYLOR COMPANY	BOOKS - ADULT	106.13	105612
271-790.000-982.000	BOOK - ADULT	BAKER & TAYLOR COMPANY	BOOKS - ADULT & KIDS	18.90	105612
271-790.000-982.000	BOOKS - ADULT	BAKER & TAYLOR COMPANY	BOOKS - ADULTS	42.10	105612
271-790.000-982.000	BOOKS - ADULT	BAKER & TAYLOR COMPANY	BOOKS - ADULT & KIDS	22.88	105612
271-790.000-982.000	BOOKS - ADULT	BAKER & TAYLOR COMPANY	BOOKS - ADULT	30.77	105612
271-790.000-982.000	BOOKS - ADULT	BAKER & TAYLOR COMPANY	BOOKS - ADULT	15.11	105612
271-790.000-982.000	BOOKS - ADULT	BAKER & TAYLOR COMPANY	BOOKS - ADULT	37.26	105612
271-790.000-982.000	BOOKS - ADULT	BAKER & TAYLOR COMPANY	BOOKS - ADULT	190.35	105612

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Fund 271 LIBRARY FUND					
Dept 790.000 LIBRARY					
271-790.000-982.000	BOOKS - ADULT	BAKER & TAYLOR COMPANY	BOOKS - ADULT	18.90	105612
271-790.000-982.000	BOOKS - ADULT	BAKER & TAYLOR COMPANY	BOOKS - ADULT	30.23	105612
271-790.000-982.000	BOOKS - ADULT	BAKER & TAYLOR COMPANY	BOOKS - ADULT	36.25	105612
271-790.000-982.000	BOOKS - ADULT	BAKER & TAYLOR COMPANY	BOOKS - ADULT	16.20	105612
271-790.000-982.000	BOOKS - ADULT	BAKER & TAYLOR COMPANY	BOOKS - ADULT	33.48	105612
271-790.000-982.000	BOOKS - ADULT	BAKER & TAYLOR COMPANY	BOOKS - ADULT	25.16	105612
271-790.000-982.000	BOOKS - ADULT	BAKER & TAYLOR COMPANY	BOOKS - ADULT	10.19	105612
271-790.000-982.000	LOST BOOK - DRAGONSONG 330000033	CAPITAL AREA DISTRICT LIBF	LOST BOOK - DRAGONSONG 33000003377166	21.95	105623
271-790.000-982.000	BOOKS - ADULT	INGRAM INDUSTRIES INC.	BOOKS - ADULT	16.50	105664
271-790.000-982.000	BOOKS - ADULT	INGRAM INDUSTRIES INC.	BOOKS-ADULT	17.60	105664
271-790.000-982.000	BOOKS - ADULT	INGRAM INDUSTRIES INC.	BOOKS - ADULT	106.35	105664
271-790.000-982.000	BOOKS - ADULT	INGRAM INDUSTRIES INC.	BOOKS - ADULT	234.92	105664
271-790.000-982.000	BOOKS - ADULT	INGRAM INDUSTRIES INC.	BOOKS - ADULT	25.16	105664
271-790.000-982.000	BOOKS - ADULT	INGRAM INDUSTRIES INC.	BOOKS - ADULT	14.29	105664
271-790.000-982.000	REIMB FOR LOST BOOK - WICKED WED	KENT DISTRICT LIBRARY	REIMBURSEMENT FOR LOST BOOK - WICKED WE	9.95	105671
Total For Dept 790.000 LIBRARY				4,581.05	
Dept 792.000 LIBRARY - CHILDREN'S AREA					
271-792.000-726.000	PROTECTIVE VINYL FOR CRAFT	CARD SERVICES CENTER	J. SPANGLER CREDIT CARD	38.64	477
271-792.000-982.000	BOOKS - TEEN	BAKER & TAYLOR COMPANY	BOOKS - ADULT & TEEN	17.10	105612
271-792.000-982.000	BOOKS - KIDS	BAKER & TAYLOR COMPANY	BOOKS - KIDS	43.35	105612
271-792.000-982.000	BOOKS - KIDS	BAKER & TAYLOR COMPANY	BOOKS - ADULT & KIDS	28.48	105612
271-792.000-982.000	BOOKS - KIDS	BAKER & TAYLOR COMPANY	BOOKS - ADULT & KIDS	25.64	105612
271-792.000-982.000	BOOKS - KIDS	BAKER & TAYLOR COMPANY	BOOKS - KIDS	72.49	105612
271-792.000-982.000	BOOKS - KIDS	BAKER & TAYLOR COMPANY	BOOKS - KIDS	18.95	105612
271-792.000-982.000	BOOKS - CHILDREN	BAKER & TAYLOR COMPANY	BOOKS - CHILDREN	58.15	105612
271-792.000-982.000	BOOKS - CHILDREN	INGRAM INDUSTRIES INC.	BOOKS-CHILDREN	9.34	105664
271-792.000-982.000	BOOKS - CHILDREN	INGRAM INDUSTRIES INC.	BOOKS-CHILDREN	268.03	105664
271-792.000-982.000	BOOKS - CHILDREN	INGRAM INDUSTRIES INC.	BOOKS - CHILDREN	305.47	105664
271-792.000-982.000	BOOKS - CHILDREN	INGRAM INDUSTRIES INC.	BOOKS - CHILDREN	84.95	105664
271-792.000-982.000	BOOKS - CHILDREN	INGRAM INDUSTRIES INC.	BOOKS - CHILDREN	12.36	105664
271-792.000-982.000	BOOKS - CHILDREN	INGRAM INDUSTRIES INC.	BOOKS - CHILDREN	50.52	105664
271-792.000-982.000	BOOKS - CHILDREN	INGRAM INDUSTRIES INC.	BOOKS - CHILDREN	115.68	105664
Total For Dept 792.000 LIBRARY - CHILDREN'S AREA				1,149.15	
Total For Fund 271 LIBRARY FUND				5,730.20	
Fund 287 ARPA GRANT FUND					
Dept 447.000 ENGINEERING SERVICES					
287-447.000-801.000	WILLOW/OAK STORM DESIGN	TETRA TECH, INC	WILLOW/OAK STORM WATER DESIGN	1,280.00	105708
Total For Dept 447.000 ENGINEERING SERVICES				1,280.00	
Dept 900.000 CAPITAL OUTLAY					
287-900.000-970.000-215005	SESC PERMIT - WESTWOOD PROJECT	HILLSDALE CO TREASURER	SESC PERMIT FEE WESTWOOD PROJECT	602.50	105660
Total For Dept 900.000 CAPITAL OUTLAY				602.50	
Total For Fund 287 ARPA GRANT FUND				1,882.50	
Fund 409 STOCK'S PARK					
Dept 756.000 PARKS					
409-756.000-726.000	TARP	GELZER HJ & SON INC	TARP FOR CHRISTMAS TREE IN PAVILION	18.99	105655
409-756.000-726.000	EXTENSION CORD	GELZER HJ & SON INC	EXTENSION CORD FOR CHRISTMAS TREE IN P	27.49	105655
409-756.000-726.000	MAILING SUPPLES FOR FUNDRAISING	WALMART COMMUNITY	MAILING SUPPLES FOR FUNDRAISING LETTERS	22.75	26

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Fund 409 STOCK'S PARK Dept 756.000 PARKS					
Total For Dept 756.000 PARKS				69.23	
Total For Fund 409 STOCK'S PARK				69.23	
Fund 481 AIRPORT IMPROVEMENT FUND Dept 900.000 CAPITAL OUTLAY					
481-900.000-740.295	FUEL AND LUBRICANTS - AVIATIO	AVFUEL CORP	JET A FUEL	27,584.55	475
Total For Dept 900.000 CAPITAL OUTLAY				27,584.55	
Total For Fund 481 AIRPORT IMPROVEMENT FUND				27,584.55	
Fund 582 ELECTRIC FUND Dept 000.000					
582-000.000-110.000	PREFORM DEADEND - 2 STR	POWERLINE SUPPLY	INVENTORY	192.00	105693
582-000.000-110.000	ANCHOR - 10" POWER SCREW	POWERLINE SUPPLY	INVENTORY	326.32	105693
582-000.000-110.000	CLEVIS	POWERLINE SUPPLY	INVENTORY	4,474.24	105693
582-000.000-110.000	POWER FUSE - 150 AMP 14.4KV	POWERLINE SUPPLY	INVENTORY	3,081.48	105693
582-000.000-110.000	KVSU-34	POWERLINE SUPPLY	INVENTORY	397.12	105693
582-000.000-110.000	PREPARATION KITS	POWERLINE SUPPLY	INVENTORY	172.40	105693
582-000.000-158.000	MEIJER VEGETATION REMOVAL	WRIGHT TREE SERVICE, INC.	MEIJER VEGETATION REMOVAL	1,046.50	105725
582-000.000-158.000-201009	UPS PACKAGE/FEE	MARKET HOUSE	UPS PACKAGE/FEE	27.77	105676
582-000.000-158.000-201010	CIP-MOORE RD SUBSTATION UPGRADE	MICHIGAN SOUTH CENTRAL POW	MSCPA MEMBER POWER BILLING - DEC 2022 &	1,088,555.84	480
582-000.000-158.000-215007	MEIJER VEGETATION REMOVAL BECK T	WRIGHT TREE SERVICE, INC.	MEIJER VEGETATION REMOVAL	3,139.50	105725
582-000.000-158.000-215007	MEIJER VEGETATION REMOVAL BECK T	WRIGHT TREE SERVICE, INC.	MEIJER VEGETATION REMOVAL	8,372.00	105725
582-000.000-202.100	4CCH	BEACON HILL PRESERVATION I	UB refund for account: 026282	40.61	105613
582-000.000-202.100	4ENBK1	BROESAMLE, TRAVIS G	UB refund for account: 024306	7.87	105620
582-000.000-202.100	4CCH	BUTCHER, RONDEE L	UB refund for account: 030394	59.89	105622
582-000.000-202.100	ROUND	CHASE RESIDENCE LLC	UB refund for account: 010139	1.77	105625
582-000.000-202.100	ROUND	CHASE RESIDENCE LLC	UB refund for account: 025324	371.09	105626
582-000.000-202.100	ROUND	CHASE RESIDENCE LLC	UB refund for account: 304539	70.00	105628
582-000.000-202.100	6CCH	CLENDENING, AL J	UB refund for account: 025441	771.75	105631
582-000.000-202.100	6CCH	CLENDENING, AL J	UB refund for account: 025441	728.75	105632
582-000.000-202.100	ROUND	COMMONWEALTH DEVELOPMENT	UB refund for account: 305661	2.23	105633
582-000.000-202.100	4ENBK1	COMMONWEALTH DEVELOPMENT	UB refund for account: 305640	54.23	105634
582-000.000-202.100	4CCH	COMMONWEALTH DEVELOPMENT	UB refund for account: 305640	202.40	105635
582-000.000-202.100	4ENBK1	COTTRELL, CYNTHIA M	UB refund for account: 024068	69.98	105637
582-000.000-202.100	LIEAF	DUGAN, LISA D	UB refund for account: 023407	84.30	105647
582-000.000-202.100	4CCH	FLOYD, JENNIFER L	UB refund for account: 025328	12.65	105653
582-000.000-202.100	4ENBK1	FRY, KEVIN M	UB refund for account: 014077	314.00	105654
582-000.000-202.100	4PCA	MONAHAN, SANDRA A	UB refund for account: 012281	15.14	105686
582-000.000-202.100	4CCH	NORTON, KATHY M	UB refund for account: 010242	645.25	105688
582-000.000-202.100	4ENBK1	TAIPALUS, JOHN	UB refund for account: 011720	95.91	105707
582-000.000-202.100	4CCH	THE ESTATE OF GEORGE T TA\	UB refund for account: 014530	325.58	105709
582-000.000-202.100	4CCH	THE ESTATE OF GEORGE T TA\	UB refund for account: 014529	279.73	105710
Total For Dept 000.000				1,113,938.30	
Dept 175.000 ADMINISTRATIVE SERVICES					
582-175.000-715.000	DENTAL & VISION - ELECTRIC	BLUE CROSS & BLUE SHIELD (	DENTAL & VISION INSURANCE GROUP 0070034	87.33	476
582-175.000-715.000	DENTAL & VISION - ELECTRIC	BLUE CROSS & BLUE SHIELD (	DENTAL & VISION INSURANCE GROUP 0070034	445.03	476
582-175.000-715.000	DENTAL & VISION - ELECTRIC	BLUE CROSS & BLUE SHIELD (	DENTAL & VISION INSURANCE GROUP 0070034	485.25	476
582-175.000-715.000	HEALTH INSURANCE - JAN 2023	WESTERN MICH HEALTH INS PC	HEALTH INSURANCE - JAN 2023	19,079.99	481
582-175.000-715.000	HEALTH INSURANCE - FEB 2023	WESTERN MICH HEALTH INS PC	HEALTH INSURANCE - FEB 2023	19,425.53	481
582-175.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	30.88	482

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 582 ELECTRIC FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
582-175.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	194.88	482
582-175.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	17,551.05	478
582-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	56.56	482
582-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	304.13	482
582-175.000-726.000	HUMIDIFIER FILTER	AMAZON CAPITAL SERVICES, I	HUMIDIFIER FILTER	7.18	105606
582-175.000-726.000	SUPPLIES FOR K. NEWELL	AMAZON CAPITAL SERVICES, I	SUPPLIES FOR K. NEWELL	8.50	105606
582-175.000-726.000	DISINFECTANT SPRAY	AMAZON CAPITAL SERVICES, I	DISINFECTANT SPRAY	6.44	105606
582-175.000-726.000	NAT'L ELEC SAFETY CODE HANDBOOK	AMAZON CAPITAL SERVICES, I	NAT'L ELEC SAFETY CODE HANDBOOK X 3	329.99	105606
582-175.000-726.000	#10 WINDOW WHITE ENVELOPES - QTY	ARROW SWIFT PRINTING	#10 WINDOW WHITE ENVELOPES - QTY 10,000	415.76	105610
582-175.000-726.000	SUPPLIES	ARROW SWIFT PRINTING	#9 ENVELOPE PRINTED 2 SIDES - QTY 12,500	410.03	105610
582-175.000-726.000	BOTTLED WATER/DELIVERY FEE	RUPERT'S CULLIGAN	BOTTLED WATER/DELIVERY FEE	10.50	105699
582-175.000-801.000	ANNUAL SERVICE/INSPECTION OF FIR	ANYTIME FIRE PROTECTION LI	ANNUAL SERVICE/INSPECTION OF FIRE EXTIN	196.00	105608
582-175.000-801.000	CONTRACTUAL SERVICES	DELAWARE SYSTEMS	PRINT/POSTAGE & HANDLING OF UB BILLS	1,544.61	105642
582-175.000-801.000	POSTAGE MACHINE LEASE FEB 18, 20	QUADIENT LEASING USA, INC	POSTAGE MACHINE LEASE FEB 18, 2023 TO M	234.08	105695
582-175.000-801.000	ACCOUNTING SERVICES - DEC 2022	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - DEC 2022	1,318.76	105711
582-175.000-801.000	ACCOUNTING SERVICES - NOV 2022	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - NOV 2022	1,873.24	105711
582-175.000-801.000	MPPA DUES PORTION 2023	MICHIGAN PUBLIC POWER AGEN	MPPA DUES PORTION 2023	1,070.00	479
582-175.000-802.000	KEY LOCK BOX	AMAZON CAPITAL SERVICES, I	KEY LOCK BOX	53.67	105606
582-175.000-802.000	IM, WO, SPEC ASSESS, COMM DEV, D	BS&A SOFTWARE	IM, WO, SPEC ASSESS, COMM DEV, DPPT SOE	572.25	105621
582-175.000-802.000	SONIT NET ADMIN JAN 2023	SONIT SYSTEMS, LLC	SONIT NET ADMIN JAN 2023	366.56	105702
582-175.000-802.000	TREND MICRO SUBSCRIPTION (NOW MO	SONIT SYSTEMS, LLC	TREND MICRO SUBSCRIPTION (NOW MONTHLY)	34.61	105702
582-175.000-802.000	SONIT NET ADMIN NOV 2022	SONIT SYSTEMS, LLC	SONIT NET ADMIN NOV 2022	412.50	105702
582-175.000-810.000	TRANS BASED MEMBERSHIP FEE/ANNUA	MISS DIG SYSTEM, INC.	TRANS BASED MEMBERSHIP FEE/ANNUAL MEM F	1,363.34	105683
582-175.000-810.000	2023 MEMBERSHIP	MMEA	2023 MEMBERSHIP	16,418.00	105684
582-175.000-850.000	MONTHLY VERIZON BILL - JAN 23	VERIZON WIRELESS	MONTHLY VERIZON BILL - JAN 23	614.57	105721
582-175.000-880.000	MARCH/APRIL 2023 SIMPLY HERS SPO	CHESTNEY PUBLISHING	MARCH/APRIL 2023 SIMPLY HERS SPONSOR	27.50	105629
582-175.000-920.400	503214966 - 45 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 45 MONROE ST	412.09	474
582-175.000-930.000	CONNECTOR 2 SPACE 2STR-600	POWERLINE SUPPLY	CONNECTIONS FOR TRANSFORMERS	212.28	105693
582-175.000-956.000	LINE WORKER BOOKS X 100/STICKERS	MMEA	LINE WORKER BOOKS X 100/STICKERS X 750	353.00	105684
582-175.000-956.200	MSCPA LUNCH	CARD SERVICES CENTER	J. HAMMEL CREDIT CARD	45.11	477
Total For Dept 175.000 ADMINISTRATIVE SERVICES				85,971.20	
Dept 543.000 PRODUCTION					
582-543.000-726.000	BOX/BLANK COVER/STEEL CONN/STEEL	AMERICAN COPPER AND BRASS,	BOX/BLANK COVER/STEEL CONN/STEEL COUP/S	14.89	105607
582-543.000-726.000	1ST AID SUPPLIES FOR 45 MONROE S	CINTAS CORPORATION	1ST AID SUPPLIES FOR 45 MONROE STREET	141.24	105630
582-543.000-726.000	WATER DELIVERY SERVICE FOR POWER	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE FOR POWER PLANT	3.60	105659
582-543.000-726.000	DRYWALL SCREWS/SINKER NAILS/POWE	JONESVILLE LUMBER	DRYWALL SCREWS/SINKER NAILS/POWER BITS	342.79	105667
582-543.000-726.000	FIREPROOF STEEL DOOR FOR BATTERY	JONESVILLE LUMBER	FIREPROOF STEEL DOOR FOR BATTERY ROOM F	1,594.84	105667
582-543.000-726.000	DRYWALL PROROC/WALL ANCHOR/GALV	JONESVILLE LUMBER	DRYWALL PROROC/WALL ANCHOR/GALV LAG W/W	85.70	105667
582-543.000-739.000	MSCPA MEMBER POWER BILLING - DEC	MICHIGAN SOUTH CENTRAL POW	MSCPA MEMBER POWER BILLING - DEC 2022 &	715,854.42	480
582-543.000-740.300	504504154 - 201 WATERWORKS XX -	MICH GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS XX	22.26	473
582-543.000-740.400	504504154 - 201 WATERWORKS XX -	MICH GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS XX	22.27	473
582-543.000-801.000	ANNUAL SERVICE/INSPECTION OF FIR	ANYTIME FIRE PROTECTION LI	ANNUAL SERVICE/INSPECTION OF FIRE EXTIN	248.75	105608
582-543.000-801.000	ANNUAL AIR QUALITY FEE	MICH DEPT OF ENVIRONMENTAI	ANNUAL AIR QUALITY FEE	11,666.00	105679
582-543.000-801.000	ANNUAL PERMIT FEE - POWER PLANT	MICH DEPT OF ENVIRONMENTAI	ANNUAL PERMIT FEE - POWER PLANT	150.00	105679
582-543.000-920.400	504504154 - 201 WATERWORKS - PP	MICH GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS	3,892.67	471
582-543.000-930.000	HEX BIT SOCKET/BOLY EXTRACTOR/DR	AMAZON CAPITAL SERVICES, I	HEX BIT SOCKET/BOLY EXTRACTOR/DRILL BIT	117.97	105606
582-543.000-930.000	MAGNETIC SCREWDRIVER SET	AMAZON CAPITAL SERVICES, I	MAGNETIC SCREWDRIVER SET	39.68	105606
Total For Dept 543.000 PRODUCTION				734,197.08	
Dept 544.000 DISTRIBUTION					
582-544.000-726.800	EARPLUGS PACK OF 500	AMAZON CAPITAL SERVICES, I	EARPLUGS PACK OF 500	59.37	105606
582-544.000-726.800	3 TO 2 " REDUCING	AMERICAN COPPER AND BRASS,	3 TO 2 " REDUCING	5.72	105607

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 582 ELECTRIC FUND					
Dept 544.000 DISTRIBUTION					
582-544.000-726.800	1 LB DUCT SEAL	AMERICAN COPPER AND BRASS,	1 LB DUCT SEAL	4.96	105607
582-544.000-726.800	PREM SYNTH WIRE PULLING	AMERICAN COPPER AND BRASS,	PREM SYNTH WIRE PULLING	27.92	105607
582-544.000-726.800	PULL CHAIN SWITCH/LED STRIP FIX	AMERICAN COPPER AND BRASS,	PULL CHAIN SWITCH/LED STRIP FIX	55.03	105607
582-544.000-726.800	FLUOR LAMP	AMERICAN COPPER AND BRASS,	FLUOR LAMP	5.32	105607
582-544.000-726.800	METAL HALIDE/WALL MOUNT PHOTO/FI	AMERICAN COPPER AND BRASS,	METAL HALIDE/WALL MOUNT PHOTO/FIXED MOU	74.54	105607
582-544.000-730.000	BATTERY CHARGER	AMAZON CAPITAL SERVICES,	1BATTERY CHARGER	39.98	105606
582-544.000-730.000	WRENCH SET/MECHANICS TOOL SET	AMAZON CAPITAL SERVICES,	1WRENCH SET/MECHANICS TOOL SET	184.14	105606
582-544.000-730.000	4" GR8 BOLT X 30/STEEL LOCKNUT X	CEM SUPPLY, INC	4" GR8 BOLT X 30/STEEL LOCKNUT X 30	111.00	105624
582-544.000-730.000	METAL LOCK NUTS/HX CP G8 NF	CEM SUPPLY, INC	METAL LOCK NUTS/HX CP G8 NF	85.98	105624
582-544.000-730.000	REPAIRS ON 2012 RAM 5500	CRONIN HILLSDALE	REPAIRS ON 2012 RAM 5500	193.90	105638
582-544.000-730.000	2 OZ WEATHERSTRIP ADHESIVE	FAMILY FARM & HOME	2 OZ WEATHERSTRIP ADHESIVE	5.99	105652
582-544.000-730.000	RIVET/METAL CUT OFF WHEEL/HEX WA	FAMILY FARM & HOME	RIVET/METAL CUT OFF WHEEL/HEX WASHER SC	29.97	105652
582-544.000-730.000	NUTS/BOLTS/WASHERS/BLK SPRAY	FAMILY FARM & HOME	NUTS/BOLTS/WASHERS/BLK SPRAY	15.16	105652
582-544.000-730.000	300 LB HAND TRUCK	GELZER HJ & SON INC	300 LB HAND TRUCK	57.99	105655
582-544.000-730.000	WALLPLATE	GELZER HJ & SON INC	WALLPLATE	2.19	105655
582-544.000-730.000	CLEVIS GRAB HOOK	GELZER HJ & SON INC	CLEVIS GRAB HOOK	8.99	105655
582-544.000-730.000	DRYWALL/RIP HAMMER/FIREBLOCK	GELZER HJ & SON INC	DRYWALL/RIP HAMMER/FIREBLOCK	59.96	105655
582-544.000-730.000	BUFFER/CHAINSAW/39-09	GREENMARK EQUIPMENT	BUFFER/CHAINSAW/39-09	11.49	105657
582-544.000-730.000	BATTERY FOR 2018 RAM PICKUP 39-1	PERFORMANCE AUTOMOTIVE	BATTERY FOR 2018 RAM PICKUP 39-17	187.99	105690
582-544.000-730.000	PWR STR FL/CARB CLEANER/AFC	PERFORMANCE AUTOMOTIVE	PWR STR FL/CARB CLEANER/AFC	30.26	105690
582-544.000-730.000	DEF FLUID 2.5 GAL	PERFORMANCE AUTOMOTIVE	DEF FLUID 2.5 GAL	17.59	105690
582-544.000-730.000	PM27D	PERFORMANCE AUTOMOTIVE	PM27D	413.29	105690
582-544.000-730.000	SWITCH	PERFORMANCE AUTOMOTIVE	SWITCH	30.11	105690
582-544.000-730.000	ENGAGEMENT LEVER/SEATING SPRING/	SAUBER MANUFACTURING COMP	ENGAGEMENT LEVER/SEATING SPRING/SHIPPIN	109.43	105700
582-544.000-730.000	CUTTER X 2/SHIPPING	VERMEER OF MICHIGAN, INC	CUTTER X 2/SHIPPING	168.00	105722
582-544.000-730.000	1 X 1 X 1/8 ANGLE	WHITE'S WELDING SERVICE	1 X 1 X 1/8 ANGLE	30.00	105724
582-544.000-930.000	EAGLE YELLOW DRUM MODULAR PLATFO	AMAZON CAPITAL SERVICES,	1EAGLE YELLOW DRUM MODULAR PLATFORM W/ I	243.40	105606
582-544.000-930.000	POLE DISPOSAL	MODERN WASTE SYSTEMS	POLE DISPOSAL	600.00	105685
582-544.000-930.546	MTG TO REVIEW IND SUB RELAY & FU	UIS SCADA, INC.	MTG TO REVIEW IND SUB RELAY & FUTURE UE	2,496.00	105715
Total For Dept 544.000 DISTRIBUTION				5,365.67	
Total For Fund 582 ELECTRIC FUND				1,939,472.25	
Fund 588 DIAL A RIDE					
Dept 596.000 DIAL-A-RIDE					
588-596.000-715.000	DENTAL & VISION - DART	BLUE CROSS & BLUE SHIELD (	DENTAL & VISION INSURANCE GROUP 0070034	139.88	476
588-596.000-715.000	HEALTH INSURANCE - JAN 2023	WESTERN MICH HEALTH INS PC	HEALTH INSURANCE - JAN 2023	3,455.38	481
588-596.000-715.000	HEALTH INSURANCE - FEB 2023	WESTERN MICH HEALTH INS PC	HEALTH INSURANCE - FEB 2023	3,455.38	481
588-596.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	64.96	482
588-596.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	64.56	482
588-596.000-726.000	2-PART INVOICING FORMS	ARROW SWIFT PRINTING	2-PART INVOICING FORMS	43.75	105610
588-596.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	PERFORMANCE AUTOMOTIVE	OIL FILTER	11.46	105690
588-596.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	PERFORMANCE AUTOMOTIVE	2018 FORD MEDIUM DUTY F550 SUPER DUTY \	14.49	105690
588-596.000-801.000	ANNUAL SERVICE/INSPECTION OF FIR	ANYTIME FIRE PROTECTION LI	ANNUAL SERVICE/INSPECTION OF FIRE EXTIN	41.00	105608
588-596.000-801.000	MATS - DIAL-A-RIDE	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	28.22	105716
588-596.000-801.000	MATS - DIAL-A-RIDE	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	28.97	105716
588-596.000-818.000	ANNUAL TRUST FUND	MICH TRANSIT POOL		2,568.00	105680
588-596.000-905.000	PUBLISHING / NOTICES	HILLSDALE MEDIA GROUP	PUBLIC HEARING	51.00	105661
588-596.000-920.000	507035798 - 981 DEVELOPMENT DR	- MICH GAS UTILITIES	NATURAL GAS UTILITY - 981 DEVELOPMENT I	380.64	470
Total For Dept 596.000 DIAL-A-RIDE				10,347.69	
Total For Fund 588 DIAL A RIDE				10,347.69	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 590 SEWER FUND					
Dept 000.000					
590-000.000-158.000-213014	FABRICATE 2 RAG SCREENS/LABOR/VA	WHITE'S WELDING SERVICE	FABRICATE 2 RAG SCREENS/LABOR/VACTOR DU	911.66	105724
590-000.000-158.000-215005	SESC PERMIT - WESTWOOD PROJECT	HILLSDALE CO TREASURER	SESC PERMIT FEE WESTWOOD PROJECT	602.50	105660
590-000.000-202.100	SBK1	BROESAMLE, TRAVIS G	UB refund for account: 024306	5.39	105620
590-000.000-202.100	SBK1	CHASE RESIDENCE LLC	UB refund for account: 010139	144.09	105625
590-000.000-202.100	SCCH	COMMONWEALTH DEVELOPMENT	UB refund for account: 305661	49.83	105633
590-000.000-202.100	SCCH	DUGAN, LISA D	UB refund for account: 023407	17.69	105647
590-000.000-202.100	SCCH	MONAHAN, SANDRA A	UB refund for account: 012281	11.93	105686
590-000.000-202.100	SBK1	TAIPALUS, JOHN	UB refund for account: 011720	71.44	105707
Total For Dept 000.000				1,814.53	
Dept 175.000 ADMINISTRATIVE SERVICES					
590-175.000-715.000	DENTAL & VISION - SEWER	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		43.68	476
590-175.000-715.000	DENTAL & VISION - SEWER	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		261.34	476
590-175.000-715.000	DENTAL & VISION - SEWER	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		25.17	476
590-175.000-715.000	HEALTH INSURANCE - JAN 2023	WESTERN MICH HEALTH INS PCHEALTH INSURANCE - JAN 2023		6,012.34	481
590-175.000-715.000	HEALTH INSURANCE - FEB 2023	WESTERN MICH HEALTH INS PCHEALTH INSURANCE - FEB 2023		6,185.11	481
590-175.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY\LIFE & DISABILITY INSURANCE		18.68	482
590-175.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY\LIFE & DISABILITY INSURANCE		90.96	482
590-175.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	4,342.18	478
590-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY\LIFE & DISABILITY INSURANCE		26.28	482
590-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY\LIFE & DISABILITY INSURANCE		126.69	482
590-175.000-726.000	HUMIDIFIER FILTER	AMAZON CAPITAL SERVICES, I	HUMIDIFIER FILTER	3.59	105606
590-175.000-726.000	SUPPLIES FOR K. NEWELL	AMAZON CAPITAL SERVICES, I	SUPPLIES FOR K. NEWELL	4.24	105606
590-175.000-726.000	DISINFECTANT SPRAY	AMAZON CAPITAL SERVICES, I	DISINFECTANT SPRAY	3.22	105606
590-175.000-726.000	#10 WINDOW WHITE ENVELOPES - QTY	ARROW SWIFT PRINTING	#10 WINDOW WHITE ENVELOPES - QTY 10,000	207.88	105610
590-175.000-726.000	SUPPLIES	ARROW SWIFT PRINTING	#9 ENVELOPE PRINTED 2 SIDES - QTY 12,500	205.01	105610
590-175.000-726.000	1ST AID SUPPLIES FOR 45 MONROE S	CINTAS CORPORATION	1ST AID SUPPLIES FOR 45 MONROE STREET	70.62	105630
590-175.000-726.000	BOTTLED WATER/DELIVERY FEE	RUPERT'S CULLIGAN	BOTTLED WATER/DELIVERY FEE	5.25	105699
590-175.000-801.000	ANNUAL SERVICE/INSPECTION OF FIR	ANYTIME FIRE PROTECTION LI	ANNUAL SERVICE/INSPECTION OF FIRE EXTIN	70.00	105608
590-175.000-801.000	CONTRACTUAL SERVICES	DELAWARE SYSTEMS	PRINT/POSTAGE & HANDLING OF UB BILLS	772.30	105642
590-175.000-801.000	POSTAGE MACHINE LEASE FEB 18, 20	QUADIENT LEASING USA, INC	POSTAGE MACHINE LEASE FEB 18, 2023 TO M	117.04	105695
590-175.000-801.000	ACCOUNTING SERVICES - DEC 2022	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - DEC 2022	659.37	105711
590-175.000-801.000	ACCOUNTING SERVICES - NOV 2022	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - NOV 2022	936.61	105711
590-175.000-802.000	KEY LOCK BOX	AMAZON CAPITAL SERVICES, I	KEY LOCK BOX	26.84	105606
590-175.000-802.000	IM, WO, SPEC ASSESS, COMM DEV, D	BS&A SOFTWARE	IM, WO, SPEC ASSESS, COMM DEV, DPPT SOE	286.13	105621
590-175.000-802.000	SONIT NET ADMIN JAN 2023	SONIT SYSTEMS, LLC	SONIT NET ADMIN JAN 2023	183.28	105702
590-175.000-802.000	TREND MICRO SUBSCRIPTION (NOW MO	SONIT SYSTEMS, LLC	TREND MICRO SUBSCRIPTION (NOW MONTHLY)	17.30	105702
590-175.000-802.000	SONIT NET ADMIN NOV 2022	SONIT SYSTEMS, LLC	SONIT NET ADMIN NOV 2022	206.25	105702
590-175.000-810.000	TRANS BASED MEMBERSHIP FEE/ANNUA	MISS DIG SYSTEM, INC.	TRANS BASED MEMBERSHIP FEE/ANNUAL MEM E	681.67	105683
590-175.000-850.000	MONTHLY VERIZON BILL - JAN 23	VERIZON WIRELESS	MONTHLY VERIZON BILL - JAN 23	153.80	105721
590-175.000-880.000	MARCH/APRIL 2023 SIMPLY HERS SPO	CHESTNEY PUBLISHING	MARCH/APRIL 2023 SIMPLY HERS SPONSOR	13.75	105629
590-175.000-920.400	503214966 - 45 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 45 MONROE ST	206.04	474
Total For Dept 175.000 ADMINISTRATIVE SERVICES				21,962.62	
Dept 546.000 OPERATIONS					
590-546.000-726.800	HYDRATED AG LIME 50#	FAMILY FARM & HOME	HYDRATED AG LIME 50#	16.99	105652
590-546.000-726.800	GLOVES, YELLOW VEST	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	102.17	477
590-546.000-742.000	REFLECTIVE JACKET/WATERPROOF	AMAZON CAPITAL SERVICES, I	REFLECTIVE JACKET/WATERPROOF	41.59	105606
590-546.000-742.000	ANSI CLASS 3 RAIN JACKET	USABLUBOOK	ANSI CLASS 3 RAIN JACKET	130.95	29
590-546.000-930.000	EAGLE YELLOW DRUM MODULAR PLATFO	AMAZON CAPITAL SERVICES, I	EAGLE YELLOW DRUM MODULAR PLATFORM W/ I	243.40	105606
590-546.000-930.000	FASTENERS & ANCHORS/HAMMERDRILL	GELZER HJ & SON INC	FASTENERS & ANCHORS/HAMMERDRILL BIT	37.77	105655
590-546.000-930.960	6 CLAY-CI/PVC FLEX COUP X 2	AMERICAN COPPER AND BRASS, 6	CLAY-CI/PVC FLEX COUP X 2	38.36	105607

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 590 SEWER FUND					
Dept 546.000 OPERATIONS					
Total For Dept 546.000 OPERATIONS				611.23	
Dept 547.000 TREATMENT					
590-547.000-726.900	KNIFE DISPLAY X 2	GELZER HJ & SON INC	KNIFE DISPLAY X 2	3.58	105655
590-547.000-726.900	DISTILLED WATER/DELIVERY FEE WWT	RUPERT'S CULLIGAN	DISTILLED WATER/DELIVERY FEE WWT	27.00	105699
590-547.000-726.900	AMMONIA TESTS X 2	USABBLUEBOOK	AMMONIA TESTS X 2	156.46	105720
590-547.000-726.900	SUPPLIES - LABORATORY	USABBLUEBOOK	THERMOMETER - 20 TO 150C	42.13	29
590-547.000-726.900	TNT + AMMONIA TESTS X 19 RETURNS	USABBLUEBOOK	TNT + AMMONIA TESTS X 19 RETURNS	(1,327.15)	Multiple
590-547.000-801.000	CHRONIC TOXICITY TESTING	GLOBAL ENVIRONMENTAL CONSU	CHRONIC TOXICITY TESTING	800.00	105656
590-547.000-801.000	BEF COMPLIANCE	MERIT LABORATORIES	BEF COMPLIANCE	2,405.00	105678
590-547.000-801.000	QUARTERLY AVAILABLE CN	MERIT LABORATORIES	QUARTERLY AVAILABLE CN	77.00	105678
590-547.000-801.000	SLUDGE - PFAS	MERIT LABORATORIES	SLUDGE - PFAS	402.00	105678
590-547.000-801.000	BEF COMPLIANCE	MERIT LABORATORIES	BEF COMPLIANCE	2,400.00	105678
590-547.000-930.000	CREDIT MEMO - STRIP LITE/SNAP ON	AMERICAN COPPER AND BRASS,	CREDIT MEMO - STRIP LITE/SNAP ON LENS	(215.83)	105607
590-547.000-930.000	20 X 25"X2"MERV8 X 24/20 X 25"X4	AMERICAN COPPER AND BRASS,	20 X 25"X2"MERV8 X 24/20 X 25"X4"MERV8	332.88	105607
590-547.000-930.000	1/4 IPS LEAD-FREE FULL/1/4 X CL	AMERICAN COPPER AND BRASS,	1/4 IPS LEAD-FREE FULL/1/4 X CL GAL NIF	19.68	105607
590-547.000-930.000	QUADRA-FLEX CPLG SLEEVE	APPLIED INDUSTRIAL TECHNOI	QUADRA-FLEX CPLG SLEEVE	1,126.73	105609
590-547.000-930.000	HEX CAP/LOCK NUT X 4	FAMILY FARM & HOME	HEX CAP/LOCK NUT X 4	22.72	105652
590-547.000-930.000	CM WET/DRY 12 GAL 6HP/HOUSING O	FAMILY FARM & HOME	CM WET/DRY 12 GAL 6HP/HOUSING O RING	149.97	105652
590-547.000-930.000	TUB STOPPER/BALLCOCK WASHER	GELZER HJ & SON INC	TUB STOPPER/BALLCOCK WASHER	12.78	105655
590-547.000-930.000	FASTENERS & ANCHORS FOR DITCH CO	GELZER HJ & SON INC	FASTENERS & ANCHORS FOR DITCH COVERS @	7.60	105655
590-547.000-930.000	EYE BOLT	GELZER HJ & SON INC	EYE BOLT	3.19	105655
590-547.000-930.000	FASTENERS & ANCHORS	GELZER HJ & SON INC	FASTENERS & ANCHORS	47.50	105655
590-547.000-930.000	SAWZALL BLADE	GELZER HJ & SON INC	SAWZALL BLADE	21.49	105655
590-547.000-930.000	LONG LIFE MINI	PERFORMANCE AUTOMOTIVE	LONG LIFE MINI	4.99	105690
590-547.000-930.000	VARIABLE PERISTALTIC PUMP	USABBLUEBOOK	VARIABLE PERISTALTIC PUMP	1,081.98	105720
Total For Dept 547.000 TREATMENT				7,601.70	
Total For Fund 590 SEWER FUND				31,990.08	
Fund 591 WATER FUND					
Dept 000.000					
591-000.000-158.000-215005	SESC PERMIT - WESTWOOD PROJECT	HILLSDALE CO TREASURER	SESC PERMIT FEE WESTWOOD PROJECT	602.50	105660
591-000.000-158.000-215006	CDBG SANITARY LIFT STATION DESIG	TETRA TECH, INC	CDBG SANITARY LIFT STATION DESIGN	2,075.00	105708
591-000.000-202.100	WBK1	BROESAMLE, TRAVIS G	UB refund for account: 024306	3.97	105620
591-000.000-202.100	WBK1	CHASE RESIDENCE LLC	UB refund for account: 010139	86.73	105625
591-000.000-202.100	WCCH	CHASE RESIDENCE LLC	UB refund for account: 305615	46.09	105627
591-000.000-202.100	WCCH	COMMONWEALTH DEVELOPMENT	UB refund for account: 305661	5.86	105633
591-000.000-202.100	WCCH	DUGAN, LISA D	UB refund for account: 023407	15.92	105647
591-000.000-202.100	WCCH	MONAHAN, SANDRA A	UB refund for account: 012281	9.68	105686
591-000.000-202.100	WCCH	TAIPALUS, JOHN	UB refund for account: 011720	40.15	105707
Total For Dept 000.000				2,885.90	
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-715.000	DENTAL & VISION - WATER	BLUE CROSS & BLUE SHIELD (	DENTAL & VISION INSURANCE GROUP 0070034	43.68	476
591-175.000-715.000	DENTAL & VISION - WATER	BLUE CROSS & BLUE SHIELD (	DENTAL & VISION INSURANCE GROUP 0070034	183.67	476
591-175.000-715.000	DENTAL & VISION - WATER	BLUE CROSS & BLUE SHIELD (	DENTAL & VISION INSURANCE GROUP 0070034	58.77	476
591-175.000-715.000	HEALTH INSURANCE - JAN 2023	WESTERN MICH HEALTH INS PC	HEALTH INSURANCE - JAN 2023	6,942.14	481
591-175.000-715.000	HEALTH INSURANCE - FEB 2023	WESTERN MICH HEALTH INS PC	HEALTH INSURANCE - FEB 2023	7,114.91	481
591-175.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	12.14	482
591-175.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	103.92	482
591-175.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	4,208.43	478
591-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	19.17	482

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	145.08	482
591-175.000-726.000	HUMIDIFIER FILTER	AMAZON CAPITAL SERVICES, I	HUMIDIFIER FILTER	3.59	105606
591-175.000-726.000	SUPPLIES FOR K. NEWELL	AMAZON CAPITAL SERVICES, I	SUPPLIES FOR K. NEWELL	4.24	105606
591-175.000-726.000	DISINFECTANT SPRAY	AMAZON CAPITAL SERVICES, I	DISINFECTANT SPRAY	3.22	105606
591-175.000-726.000	#10 WINDOW WHITE ENVELOPES - QTY	ARROW SWIFT PRINTING	#10 WINDOW WHITE ENVELOPES - QTY 10,000	207.88	105610
591-175.000-726.000	SUPPLIES	ARROW SWIFT PRINTING	#9 ENVELOPE PRINTED 2 SIDES - QTY 12,500	205.01	105610
591-175.000-726.000	1ST AID SUPPLIES FOR 45 MONROE S	CINTAS CORPORATION	1ST AID SUPPLIES FOR 45 MONROE STREET	70.61	105630
591-175.000-726.000	BOTTLED WATER/DELIVERY FEE	RUPERT'S CULLIGAN	BOTTLED WATER/DELIVERY FEE	5.25	105699
591-175.000-801.000	ANNUAL SERVICE/INSPECTION OF FIR	ANYTIME FIRE PROTECTION LI	ANNUAL SERVICE/INSPECTION OF FIRE EXTIN	24.50	105608
591-175.000-801.000	CONTRACTUAL SERVICES	DELAWARE SYSTEMS	PRINT/POSTAGE & HANDLING OF UB BILLS	772.31	105642
591-175.000-801.000	POSTAGE MACHINE LEASE FEB 18, 20	QUADIENT LEASING USA, INC	POSTAGE MACHINE LEASE FEB 18, 2023 TO M	117.03	105695
591-175.000-801.000	ACCOUNTING SERVICES - DEC 2022	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - DEC 2022	659.37	105711
591-175.000-801.000	ACCOUNTING SERVICES - NOV 2022	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - NOV 2022	936.61	105711
591-175.000-802.000	KEY LOCK BOX	AMAZON CAPITAL SERVICES, I	KEY LOCK BOX	26.84	105606
591-175.000-802.000	IM, WO, SPEC ASSESS, COMM DEV, D	BS&A SOFTWARE	IM, WO, SPEC ASSESS, COMM DEV, DPPT SOF	286.12	105621
591-175.000-802.000	SONIT NET ADMIN JAN 2023	SONIT SYSTEMS, LLC	SONIT NET ADMIN JAN 2023	183.28	105702
591-175.000-802.000	TREND MICRO SUBSCRIPTION (NOW MO	SONIT SYSTEMS, LLC	TREND MICRO SUBSCRIPTION (NOW MONTHLY)	17.30	105702
591-175.000-802.000	SONIT NET ADMIN NOV 2022	SONIT SYSTEMS, LLC	SONIT NET ADMIN NOV 2022	206.25	105702
591-175.000-810.000	TRANS BASED MEMBERSHIP FEE/ANNUA	MISS DIG SYSTEM, INC.	TRANS BASED MEMBERSHIP FEE/ANNUAL MEM F	681.67	105683
591-175.000-850.000	MONTHLY VERIZON BILL - JAN 23	VERIZON WIRELESS	MONTHLY VERIZON BILL - JAN 23	153.80	105721
591-175.000-880.000	MARCH/APRIL 2023 SIMPLY HERS SPO	CHESTNEY PUBLISHING	MARCH/APRIL 2023 SIMPLY HERS SPONSOR	13.75	105629
591-175.000-920.400	503214966 - 45 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 45 MONROE ST	206.04	474
Total For Dept 175.000 ADMINISTRATIVE SERVICES				23,616.58	
Dept 543.000 PRODUCTION					
591-543.000-930.000	2 MIP ADPT, PVC SCH80	AMERICAN COPPER AND BRASS,2	MIP ADPT, PVC SCH80	15.49	105607
591-543.000-930.000	HANDWHEEL/FREIGHT	KENNEDY INDUSTRIES	HANDWHEEL/FREIGHT	156.01	105670
Total For Dept 543.000 PRODUCTION				171.50	
Dept 544.000 DISTRIBUTION					
591-544.000-726.800	COTTON MOP/CLEANER/DEGREASER	GELZER HJ & SON INC	COTTON MOP/CLEANER/DEGREASER	16.48	105655
591-544.000-726.800	GILLETTE FOAMY - USED AS SEALANT	MARKET HOUSE	GILLETTE FOAMY - USED AS SEALANT	6.55	105676
591-544.000-726.800	HARD HAT	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	102.17	477
591-544.000-730.039	ANTIFREEZE	FAMILY FARM & HOME	ANTIFREEZE	65.97	105652
591-544.000-742.000	CARHART JEANS X 6 FOR J. GIER	POWERS CLOTHING, INC.	CARHART JEANS X 6 FOR J. GIER	163.50	105694
591-544.000-742.000	CREDIT MEMO - RAIN JACKET/RAIN P	USABLUEBOOK	CREDIT MEMO - RAIN JACKET/RAIN PANTS/JF	(285.85)	105720
591-544.000-801.000	CROSS CONNECTION CONTROL PROGRAM	HYDROCORP	CROSS CONNECTION CONTROL PROGRAM SERVIC	1,400.00	105663
591-544.000-801.000	WTP FURNISH & INSTALL 1 FLOW MET	UIS SCADA, INC.	WTP FURNISH & INSTALL 1 FLOW METER	6,855.00	105715
591-544.000-930.000	STAINLESS STEEL BOLTS, NUTS, WAS	AMERICAN COPPER AND BRASS,	STAINLESS STEEL BOLTS, NUTS, WASHERS &	5.99	105607
591-544.000-930.000	BEARING PRE LUBE/PILLOW BLOCK HO	FAMILY FARM & HOME	BEARING PRE LUBE/PILLOW BLOCK HOUSING	65.96	105652
591-544.000-930.000	FASTENERS & ANCHORS FOR WTP	GELZER HJ & SON INC	FASTENERS & ANCHORS FOR WTP	8.30	105655
591-544.000-930.000	FASTENERS & ANCHORS	GELZER HJ & SON INC	FASTENERS & ANCHORS	9.20	105655
591-544.000-930.000	BUSHING	GELZER HJ & SON INC	BUSHING	3.99	105655
591-544.000-930.000	NIPPLE/ELBOW/CONNECTOR/BUSHING	GELZER HJ & SON INC	NIPPLE/ELBOW/CONNECTOR/BUSHING	19.36	105655
591-544.000-930.000	REPAIR CLAMP X 6	MICHIGAN PIPE & VALVE	REPAIR CLAMP X 6	2,240.10	105682
591-544.000-930.000	REPAIR CLAMP/SADDLE BRZ DBL	MICHIGAN PIPE & VALVE	REPAIR CLAMP/SADDLE BRZ DBL	500.90	105682
591-544.000-930.000	VALVE BOX LID & TOP X 10/MISC	MICHIGAN PIPE & VALVE	VALVE BOX LID & TOP X 10/MISC	2,838.26	105682
591-544.000-970.000	JOB AT 240 S BROAD STREET (M-99	K & H CONCRETE CUTTING, IN	JOB AT 240 S BROAD STREET (M-99 MAIN BF	1,035.00	105668
Total For Dept 544.000 DISTRIBUTION				15,050.88	
Dept 545.000 PURIFICATION					
591-545.000-727.200	SOD HYPO 12.5% LIQUICHLOR	UNIVAR SOLUTIONS USA INC	SOD HYPO 12.5% LIQUICHLOR	5,023.23	105718
591-545.000-930.000	FASTENERS & ANCHORS/SEALANT @ WT	GELZER HJ & SON INC	FASTENERS & ANCHORS/SEALANT @ WTP	11.40	105655

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 545.000 PURIFICATION					
591-545.000-930.000	FASTENERS & ANCHORS AT WTP	GELZER HJ & SON INC	FASTENERS & ANCHORS AT WTP	5.49	105655
591-545.000-930.000	CREDIT MEMO FOR INVOICE #9150955	MCMASTER - CARR	CREDIT MEMO FOR INVOICE #91509555	(97.93)	105677
591-545.000-930.000	CLEAR HARD TUBING/THICK-WALL PVC	MCMASTER - CARR	CLEAR HARD TUBING/THICK-WALL PVC PLASTI	148.51	105677
591-545.000-930.000	STANDARD WALL RIGID PVC PIPE/SHI	MCMASTER - CARR	STANDARD WALL RIGID PVC PIPE/SHIPPING	111.19	105677
591-545.000-930.000	MINI BULB CARDED	PERFORMANCE AUTOMOTIVE	MINI BULB CARDED	1.09	105690
591-545.000-930.000	METERING PUMP	USABLUEBOOK	METERING PUMP	1,046.66	105720
Total For Dept 545.000 PURIFICATION				6,249.64	
Total For Fund 591 WATER FUND				47,974.50	
Fund 633 PUBLIC SERVICES INV. FUND					
Dept 000.000					
633-000.000-101.000	SALT (TONS)	DETROIT MARRIOTT TROY	97.03 TONS SALT	5,834.41	105644
633-000.000-101.000	SALT (TONS)	DETROIT SALT COMPANY, LLC	97.79 TON SALT ORDER	5,880.11	105645
633-000.000-101.000	CALCIUM CHLORIDE 50LB BAGS	HOME DEPOT	CALCIUM CHLORIDE FLASHLIGHT BATTERIES	2,497.00	105662
633-000.000-101.000	COLD PATCH	UNIQUE PAVING MATERIALS CC	25.85 COLD PATCH	3,374.72	105717
Total For Dept 000.000				17,586.24	
Total For Fund 633 PUBLIC SERVICES INV. FUND				17,586.24	
Fund 640 REVOLVING MOBILE EQUIP. FUND					
Dept 443.000 MOBILE EQUIPMENT MAINTENANCE					
640-443.000-715.000	DENTAL & VISION - RMEF	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	27.98	476
640-443.000-715.000	DENTAL & VISION - RMEF	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	333.98	476
640-443.000-715.000	HEALTH INSURANCE - JAN 2023	WESTERN MICH HEALTH INS PC	HEALTH INSURANCE - JAN 2023	628.26	481
640-443.000-715.000	HEALTH INSURANCE - FEB 2023	WESTERN MICH HEALTH INS PC	HEALTH INSURANCE - FEB 2023	628.26	481
640-443.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	16.24	482
640-443.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	837.53	478
640-443.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	19.70	482
640-443.000-726.000	SUPPLIES	PERFORMANCE AUTOMOTIVE	3/4 DR. 15/16 DEEP	26.19	105690
640-443.000-726.000	SUPPLIES	PERFORMANCE AUTOMOTIVE	ISO HEET	11.97	105690
640-443.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	AMAZON CAPITAL SERVICES, I	BALDOR GRINDER TONGUE GUARD	18.70	105606
640-443.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	GELZER HJ & SON INC	FILTER CARTRIDGE	5.99	105655
640-443.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	GREENMARK EQUIPMENT	FLYWHEEL	190.49	105657
640-443.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	JACKSON TRUCK SERVICE INC	RADIAL SEAL OUTER AIR ELEMENT	69.89	105665
640-443.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	PERFORMANCE AUTOMOTIVE	HEAD BOLTS #150	1.40	105690
640-443.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	TRI COUNTY INT'L TRUCK INC	BRACKET ASSY RH BLK HTD	487.06	105713
640-443.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	7.38	105716
640-443.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	7.38	105716
640-443.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	7.38	105716
640-443.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	16.04	105716
640-443.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	8.34	105716
640-443.000-801.000	CONTRACTUAL SERVICES	PHAT JAXX AUTOMOTIVE, LLC.	4 WHEEL ALIGNMENT	278.10	105691
640-443.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	24.77	105716
640-443.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	24.77	105716
640-443.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	24.77	105716
640-443.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	24.56	105716
640-443.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	24.56	105716
640-443.000-920.000	505153845 - 149 WATERWORKS - RME	MICH GAS UTILITIES	NATURAL GAS UTILITY - 149 WATERWORKS	1,346.34	472
Total For Dept 443.000 MOBILE EQUIPMENT MAINTENANCE				5,098.03	
Total For Fund 640 REVOLVING MOBILE EQUIP. FUND				5,098.03	

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Fund 699 DPS LEAVE AND BENEFITS FUND					
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
699-441.000-715.000	DENTAL & VISION - DPS	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		27.98	476
699-441.000-715.000	HEALTH INSURANCE - JAN 2023	WESTERN MICH HEALTH INS PCHEALTH INSURANCE - JAN 2023		6,188.28	481
699-441.000-715.000	HEALTH INSURANCE - FEB 2023	WESTERN MICH HEALTH INS PCHEALTH INSURANCE - FEB 2023		6,188.28	481
699-441.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY LIFE & DISABILITY INSURANCE		129.92	482
699-441.000-716.000	RETIREMENT	MERS RETIREMENT CONTRIBUTIONS - 300101		741.63	478
699-441.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY LIFE & DISABILITY INSURANCE		137.80	482
Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT				13,413.89	
Total For Fund 699 DPS LEAVE AND BENEFITS FUND				13,413.89	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 101	GENERAL FUND	218,810.35
Fund 153	R. L. OWEN MEMO	15,716.25
Fund 202	MAJOR ST./TRUNK	1,250.00
Fund 203	LOCAL ST. FUND	2,102.50
Fund 208	RECREATION FUNI	4,990.20
Fund 244	ECONOMIC DEVELC	1,200.00
Fund 271	LIBRARY FUND	5,730.20
Fund 287	ARPA GRANT FUNI	1,882.50
Fund 409	STOCK'S PARK	69.23
Fund 481	AIRPORT IMPROVI	27,584.55
Fund 582	ELECTRIC FUND	1,939,472.25
Fund 588	DIAL A RIDE	10,347.69
Fund 590	SEWER FUND	31,990.08
Fund 591	WATER FUND	47,974.50
Fund 633	PUBLIC SERVICES	17,586.24
Fund 640	REVOLVING MOBII	5,098.03
Fund 699	DPS LEAVE AND F	13,413.89

Total For All Funds:	2,345,218.46
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CITY COUNCIL MINUTES

City of Hillsdale
February 6, 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 Adam Stockford called the meeting to order. Clerk Price took roll call.

Council Members present: Adam Stockford, Mayor
Greg Stuchell, Ward 1
Anthony Vear, Ward 1
William Morrissey, Ward 2
Bruce Sharp, Ward 3
Gary Wolfram, Ward 3
Robert Socha, Ward 4
Josh Paladino, Ward 4

Council Members absent: Cynthia Pratt, Ward 2

Also Present: Attorney Tom Thompson, Katy Price (City Clerk), Jason Blake, Scott Hephner (HPD/HFD), Alan Beeker (Zoning Administrator), Karen Lancaster (Finance), Tracy Fowler, Sheri Ingles, Doug Ingles, Kent Heise and Jean Heise.

Approval of Agenda

Motion by Council Member Morrissey, seconded by Council Member Socha to approve the agenda as presented.

By a voice vote, the motion passed unanimously.

Public Comment

Jean Heise, 157 Budlong St., commented on the Luminary Lights event on December 3rd, 2023. A popular event throughout the United States and will start in Hillsdale and possibly Jonesville on the same night.

Consent Agenda

- A. Approval of Bills
 - 1. City and BPU Claims of December 15, 2022: \$1,215,034.01, December 29, 2022: \$471,600.20, January 12, 2023: \$325,329.45
 - 2. Payroll of January 5, 2023: \$199,155.07, January 19, 2023: \$187,511.19
- B. City Council Minutes of January 17, 2023
- C. Finance Committee Meeting Minutes of January 17, 2023
- D. Housing Minutes of November 16, 2022
- E. TIFA Minutes of November 15, 2022
- F. LAC Minutes & Accessibility Plan of January 30, 2023
- G. Shade Tree Minutes of October 5, 2022
- H. Financial Investment Report as of 12/31/2022
- I. Financial Reports for the Quarter Ending 12/31/2022
- J. Youth 5k Right of Way Use Application
- K. Hillsdale College Street Closure/Noise Variance, Taste of Manning Event
- L. Hillsdale College Alley Closure/Noise Variance, Centralhallapoloza

Motion by Council Member Morrissey, seconded by Council Member Vear to approve the consent agenda as presented.

Roll call:

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

Motion passed 8-0

Communications/Petitions

- A. Carl “Bud” Heinowski- Moment of Silence
- B. Spring 2023 City Newsletter
- C. Luminary Nights- Jean Heise
- D. May 2, 2023 Special Election: Hillsdale Community Schools
- E. Public Safety Committee – Homeless Data and HUD information
- F. Ted Jansen – Letter on Lippincott Articles

Mayor Stockford mentioned Mr. Heinowski was a big asset to the success of the City through the years and expressed his sympathies with his passing. Moment of silence was observed.

Discussion of the Homeless Data and HUD information ensued.

All items presented for the purpose of information only.

Introduction and Adoption of Ordinances/Public Hearings

- A. Amendment to Zoning Ordinance Sec. 36-40

Alan Beeker, Zoning Administrator reported that currently the punishment for a zoning violation is a misdemeanor. The proposed amendment to the ordinance Sec. 36-40 is to change the violation punishment to a municipal civil infraction instead of a misdemeanor.

The Planning Commission has reviewed the amendment and held a public hearing. They recommend that Council adopt the proposed ordinance amendment.

Motion by Council Member Morrissey, seconded by Council Member Socha to approve **Ordinance 2023-01** to amend Sec 36-40 and change violation punishment to a municipal civil infraction.

By a voice vote, the motion passed unanimously.

Old Business

- A. Confirmation of Final Special Assessment Rolls for Special Assessment Districts 2022-05, 2022-06 (Set Public Hearing)

Motion by Mayor Stockford, seconded by Council Member Wolfram to set public hearing for February 20, 2022 for the confirmation of final special assessment rolls of 2022-05.

By a voice vote, the motion passed unanimously.

New Business

- A. Budget Amendment for the FY2023 Budget

Karen Lancaster, Finance Dept., reported the Uniform Budget and Accounting Act of 1968, as amended, requires the City to make amendments to the budget when appropriations exceed the current budget. These amendments must be approved by the City Council.

	Revenues	Expenditures
Municipal Streets (Fund 204)	2,446,515	2,446,515
Library (Fund 271)		2,480
Airport Improvement (Fund 481)		8,596

Motion by Council Member Socha, seconded by Council Member Vear to approve the budget amendments as presented. **Resolution #3530.**

Roll call:

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

Motion passed 8-0

B. Set Public Hearing to Declare a Public Nuisance at 61 S. Howell St.

The property located at 61 S. Howell St. experienced a catastrophic structure fire on November 21, 2022. The property has been declared a hazard due to fire under the International Property Maintenance Code (IPMC). The owner has been notified of the requirement to make the property safe and abate all violations created by the fire. At this time the owner has not contacted the code enforcement office to submit a plan to do so. Code Enforcement staff is pursuing means to board and secure the property against rodent harborage. It was determined that in consideration of the status of the property and the failure of the owner to respond to notices sent, the property located at 61 S. Howell St. should be declared a public nuisance. The City has received numerous complaints from local residents that something be done to secure the property.

Motion by Council Member Sharp, seconded by Council Member Stuchell to set public hearing for February 20, 2023 at 7:00 p.m. to discuss declaring the structure at 61 S. Howell St. a public nuisance prior to adoption of resolution.

By a voice vote, the motion passed unanimously.

C. Dial A Ride Annual Funding (Resolution

Each February the City of Hillsdale submits an application to the State of Michigan Department of Transportation (MDOT) to apply for financial assistance under Act 51 for public transportation known as Dial-A-Ride Transit (DART). The Resolution of Intent as required by MDOT outlines the anticipated balanced budget for the 2023-2024 fiscal year of \$412,595 and projected funding sources. This budget is similar but not necessarily identical to the budget Council will approve in June as it covers a difference fiscal year (October 1, 2023-September 30, 2024). It is anticipated that we will receive 18.0% of operational cost from the federal sources and 34.5849% from the state. The remaining 47.4151% will come from local sources (ticket fares and general fund). The resolutions also appoints Jason Blake, Public Services Director, as the Transportation Coordinator.

Motion by Council Member Morrissey, seconded by Council Member Sharp to approve the resolution of intent and appoint Jason Blake as the Transportation Coordinator. **Resolution #3531.**

Roll call:

Council Member Paladino	Aye
Council Member Sharp	Aye
Council Member Socha	Aye
Council Member Stuchell	Aye
Council Member Vear	Aye
Council Member Wolfram	Aye
Mayor Stockford	Aye
Council Member Morrisey	Aye

Motion passed 8-0

D MDOT ARPA Agreement Hillsdale (Resolution)

The resolution would authorize City Manager David Mackie to sign and execute an agreement with the Michigan Department of Transportation (MDOT), acting as a Federal Aviation Administration (FAA) Block Grant Program Recipient, for FAA ARPA Grant Number 3-26-SBGP-132-2022.

The maximum payment to the City of Hillsdale through this ARPA Grant is \$22,000, and the funds will be used to reimburse the Hillsdale Municipal Airport for payroll expenses.

Motion by Council Member Socha, seconded by Council Member Stuchell to approve the resolution as presented to authorize City Manager Mackie to sign and execute MDOT Agreement, FAA ARPA Grant Number 3-26-SBGP-132-2022. **Resolution #3531.**

Roll call:

Council Member Paladino	Aye
Council Member Sharp	Aye
Council Member Socha	Aye
Council Member Stuchell	Aye
Council Member Vear	Aye
Council Member Wolfram	Aye
Mayor Stockford	Nay
Council Member Morrisey	Aye

Motion passed 7-1

Miscellaneous Reports

- A. Proclamation – None
- B. Appointments- Election Commission – Michael Hendershot

Motion by Council Member Socha, seconded by Council Member Stuchell to approve Michael Hendershot to the Election Commission.

By a voice vote, the motion passed unanimously.

- C. Other- Resolution #3533 Kelley Newell Years of Service
 Resolution #3534 Gary Stachowicz Years of Service
 Resolution #3535 Lindsay Ledyard Years of Service

Mayor Stockford read all resolutions aloud and expressed his best wishes for them along with thanking the employees for their service to the City.

General Public Comment

Doug Ingles, commented on Mr. Heinowski’s passing and read a letter from Mr. Bob Flynn from the Kiwanis Club thanking Heinowski on his service to the community. Ingles stated there was Board of Review training at the MSU Exchange office on February 22, 2023 from 6-9 p.m. He mentioned the Courthouse renovation has commenced and the nine million dollar project is on its way. The

renovations could possible increase as damage is uncovered during the process.

Traci Fowler, Jefferson Township, commented on the Homeless population and the homeless statements from Council.

City Manager's Report

Winterfest event on February 25, 2023 from 1-5p.m. at the Hillsdale High School.

MSCPA/BPU Agreements for power secure units to provide capacity up for the City will be brought to council at the next meeting.

Westwood project is out for bid.

Two million dollar CDBG grant for water and sewer infrastructure is underway.

Kelly LoPresto has replaced Kelley Newell as BPU Office Manager and Sam Fry has moved into Marketing Coordinator position.

Council Comments

Mayor Stockford stated he would like the City to host the 3rd of July parade. Council seemed receptive to the idea.

Council Member Sharpe congratulated Mayor Stockford on recent engagement and little one expected.

Adjournment

Motion by Council Member Sharp, seconded by Council Member Morrissey moved to adjourn the meeting.

By a voice vote, the motion passed unanimously. The meeting adjourned at 8:22 p.m.

Adam Stockford, Mayor

Katy Price, City Clerk

CITY OF HILLSDALE FINANCE COMMITTEE

Place: City Hall Second Floor Conference Room

Date: February 6, 2023

Time: 6:29 PM

PRESENT:

COMMITTEE: Will Morrissey, Bruce Sharp, Gary Wolfram

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

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 175 Music License for background for phone system

Department 441 Safety Boots for City Forester

Department 701 Demolition of 280 Waterworks split with Owen Memorial Fund

Fund 153

Department 265 Demolition of 280 Waterworks split with Planning Department

Fund 203

Department 900 Permit for Westwood Project split with Fund 287 Capital Outlay Department

Fund 287

Department 900 Permit for Westwood Project split with Fund 203 Capital Outlay Department

Fund 582

Department 000 City share of upgrade Moore Rd electric substation

Department 000 UB Refunds

Department 175 Membership Fee for MMEA

Department 175 Power that City purchases for distribution to the public

Fund 591

Department 545 Chemicals for Waste Water Treatment

Motioned by Morrissey and seconded by Sharp to approve.

Motion passed 3-0.

Public Comment: None

Motion by Sharp and seconded by Morrissey to adjourn.

Motion passed 3-0.

ADJOURNMENT: 6:48 PM

Minutes prepared by Gary Wolfram

Hillsdale Board of Public Utilities
Regular Meeting

January 10, 2023

The regular Hillsdale Board of Public Utilities meeting was called to order at the BPU Offices, 45 Monroe Street, Hillsdale, at 7:03 p.m. by Mr. Bob Batt, President of the Board.

Board Members Present: Mr. Bob Batt—President
Ms. Lois Howard—Vice President
Mr. Pete Becker
Mr. Jeremiah Hodshire
Mr. Phil McDowell

Board Members Absent: None

Others Present: David Mackie, City Manager & BPU Director; Jake Hammel, Director of Electric Distribution; Jeff Gier, Water/Wastewater Superintendent; Brandon Janes, Technical Services, Karen Lancaster, Finance Director (via teleconference); Sam Fry, Marketing & Communications Coordinator; Penny Swan.

APPROVAL OF AGENDA WITH ANY ADDITIONS

Ms. Howard, supported by Mr. Becker, moved to approve the agenda as presented. Motion carried unanimously by voice vote.

PUBLIC COMMENT ON AGENDA ITEMS

None

PREVIOUS BOARD MINUTES

Ms. Howard, supported by Mr. McDowell, moved to approve and place on file the December 13, 2022 regular meeting minutes as presented. Motion carried unanimously by voice vote.

REVIEW OF UTILITY BILLS/FINANCIALS

Ms. Howard, supported by Mr. Hodshire, moved to approve the December 2022 bills in the amount of \$1,146,564. Motion carried unanimously by voice vote.

Ms. Lancaster, appearing via teleconference, gave an overview of the November 2022 Finance Report. Ms. Howard, supported by Mr. McDowell, moved to approve and place on file the November 2022 Finance Report as presented.

Ms. Lancaster summarized the results of the recently-completed audit, which was included in the packet for Board member review. She emphasized that the language used in second paragraph of the Independent Auditor's Report, page 1, in particular, "presents fairly, in all material respects," is the important takeaway from the audit findings. Auditors do not supply opinions on the financial health of governmental units, as that is not their purpose. They are looking to ensure financial positions are being represented accurately.

ACTION ITEMS

A. Meijer Pole Line Relocation Update

BACKGROUND PROVIDED BY: Electric Superintendent Hammel

Electric Department staff solicited quotes from Hydaker-Wheatlake Company (\$324,856) and Vaughn Industries (\$310,180) for this project. Despite being about 4% higher, Hydaker was selected for the project. The reasons for the selection include: BPU staff had a positive experience with them throughout the Moore Rd. substation project, Hydaker has staff available to start the project immediately, and they have the ability to procure materials quickly, operating under the Power Line Supply umbrella. BPU currently partners with Power Line to operate our managed inventory system. Any materials that cannot be acquired in January will be provided by BPU and replaced by Hydaker.

All costs incurred for this project will be reimbursed by Meijer within 15 business days upon completion. Meijer and the BPU have tentatively agreed to a not to exceed price of \$350,000 for this work.

RECOMMENDATION:

Staff recommends sourcing Hydaker-Wheatlake Company to relocate the 46kv transmission pole line for the Meijer project at a cost of \$324,856.

Mr. Hodshire, supported by Mr. Becker, moved to contract with Hydaker-Wheatlake Company to relocate the 46kv transmission pole line for the Meijer project at a cost of \$324,856. Motion carried unanimously by voice vote.

B. MSCPA Power Secure Project Update

Mr. Mackie gave a verbal update about the status of the MSCPA Power Secure Project, which is currently under consideration:

- MSCPA is looking at installing 59 Megawatts of capacity via Power Secure units, which would include 15 Megawatts at two sites in Hillsdale — the substation in the Hillsdale Manufacturing & Technology Park and behind the Department of Public Services building on Waterworks Avenue.
- It is likely that this project will be moving forward. There will be more information to share at the February meeting.
- Other municipalities in MSCPA have until the first week of February to make a decision on the project.
- The goal is to have the Power Secure units up and running by June 2024.

DEPARTMENT AND PROJECT REPORTS

Department reports reviewed and placed on file.

Mr. Mackie reported that Kelley Newell will be retiring in February after 23 years of service to the Hillsdale Board of Public Utilities. Kelly LoPresto will be filling the vacancy to provide

office management, billing and customer service oversight. Sam Fry will be backfilling Kelly LoPresto's position at City Hall to assist with economic development efforts among other projects.

Mr. Mackie informed the Board that the City of Hillsdale and BPU are currently seeking to fill several open positions, which include an Auto Mechanic and Forester/Grounds Keeper.

MISCELLANEOUS

Previous Council minutes and MSCPA minutes included in packet for Board member review.

OPPORTUNITY FOR GENERAL PUBLIC TO ADDRESS THE BOARD

None

BOARD MEMBERS ROUNDTABLE

Mr. Batt requested that Mr. Mackie look at organizing a strategic planning session for the Board, which might involve bringing in a speaker/presenter who is knowledgeable about public power utilities and the challenges they face to help guide Board members in setting some long-term strategic planning goals for the BPU.

ADJOURNMENT

Mr. Becker, supported by Ms. Howard, moved to adjourn the meeting at 8:20 p.m. Motion carried unanimously by voice vote.

Hillsdale Board of Public Utilities
Special Meeting

February 1, 2023

The special Hillsdale Board of Public Utilities meeting was called to order at the BPU Offices, 45 Monroe Street, Hillsdale, Michigan, at 5:30 p.m. by Mr. Bob Batt, President of the Board.

Board Members Present: Mr. Bob Batt—President
Ms. Lois Howard—Vice President
Mr. Pete Becker
Mr. Phil McDowell

Board Members Absent: Mr. Jeremiah Hodshire

Others Present: David Mackie, City Manager & BPU Director; Jake Hammel, Director of Electric Distribution; Pam Sullivan, MSCPA & AMP; Tom Sillasen, AMP (via teleconference); William Sandell, AMP (via teleconference); Kevin Cornish, Clinton, MI Village Manager (via teleconference); Sam Fry, City of Hillsdale Marketing and Development Coordinator; Penny Swan.

DISCUSSION ITEMS (No action required)

A. PowerSecure Units for Hillsdale

Pam Sullivan provided an overview of MSCPA's filing and capacity requirements. All MSCPA members, including Hillsdale, must file a capacity resource plan in February that covers a four-year period. MSCPA needs capacity to meet filing requirements. The PowerSecure project would address these capacity needs by installing behind-the-meter generation in each member community that chooses to participate.

AMP currently has PowerSecure diesel units installed in 13 communities, for a combined 74.35 megawatts of generation capacity. The proposal for Hillsdale would involve installing 15 megawatts of generation, with PowerSecure units installed at two sites: (1) near the DPS facility and (2) industrial park substation. The units are capable for running at full generation for 24 hours off their attached diesel fuel tanks.

MSCPA will consider the project at its Feb. 2, 2023 meeting. Hillsdale's participation in the project would go to the BPU Board for recommendation, then to City Council for approval.

OPPORTUNITY FOR GENERAL PUBLIC TO ADDRESS THE BOARD

None

ADJOURNMENT

Mr. Becker, supported by Ms. Howard, moved to adjourn the meeting at 6:40 p.m. Motion carried unanimously by voice vote.

Community Development Committee Meeting
City of Hillsdale
3rd Floor Council Chambers, City Hall
97 North Broad Street, Hillsdale
December 8, 2022

Present: Gary Wolfram, Cindy Pratt

Others Present: David Mackie, City Manager and Jason Blake, DPS Director

Meeting called to order at 6:00 p.m.

No Public Comment.

Election of Chairperson and Secretary. Wolfram made a motion to appoint Tony Vear as the Chairperson and Secretary of the Committee. Pratt seconded. Motion passed.

Discussion of Mitchell Research Building. Wolfram made a motion that the Committee recommend to the full City Council approving a one-year lease agreement with the Friends of the Mitchell Research Center. Pratt seconded. Motion passed.

Miscellaneous Committee Member Items. Wolfram brought up for discussion high speed fiber internet and having a representative from MEDC (Paula Holtz) come to a meeting to discuss housing development incentives.

No public comment.

Meeting adjourned at 6:25 p.m.

COMMUNITY DEVELOPMENT COMMITTEE

PLACE: CITY HALL CONFERENCE ROOM

DATE: FEBRUARY 13, 2023

TIME: 6:00 PM

PRESENT: Tony Vear, Cindy Pratt and Gary Wolfram.

ABSENT: None

STAFF: David Mackie, City Manager and BPU Director, Scott Hepner, Police and Fire Chief, Jason Blake, Director of Public Services and Sam Fry, Marketing and Development Coordinator.

PUBLIC: Ezra Bertakis on behalf of The Farmers Market and others.

Discussion of moving the Farmers Market to Howell Street between Bacon and McCollum Street for the upcoming year because of the renovations being done on the County Courthouse. The time frame will be for the Saturdays starting May 6, 2023 thru October 28, 2023.

Ezra Bertakis explained the past success the Market has experienced. Due to the renovations being done at the Courthouse and the inability of the use of the parking area adjacent to Courthouse necessitates the relocation. This will require Howell Street to be closed from 7am till 2pm on before mentioned dates. Those in attendance supported the move.

Jason Blake expressed his concern about the availability of street closure barriers that would be needed on all the dates because of the potholing work the BPU will be doing this year. Jason presented Ezra the cost (\$3620) associated with the purchase of the barriers that meet the State's requirements. Ezra confirmed that between borrowing barriers from the county and or the purchase of approved barriers, he would take care of the cost.

Another concern was the insurance. The HBA will allow coverage to continue for these events as long as their sponsorship and advertising reflect this.

Motioned by Cindy and seconded by Gary to recommend the approval of moving the Farmers Market to Howell Street between Bacon Street and McCollum Street, the Saturdays beginning May 6, 2023 thru October 28, 2023. The street closure commencing at 7am till 2pm with the placement and removal of the approved barriers to be the responsibility of the Farmers Market Staff.

Motioned passed 3-0

Discussion of the Mitchell Research Center:

David mentioned some maintenance issues that will need to be addressed in the future, probably in the neighborhood of \$60,000 to \$80,000. He was not sure if the City could sell the property to the Friends of the Mitchell for less than market value, but will check with legal to find out.

Gary spoke on whether there might be some grant money available. Also how fundraising might be undermined if the City is not willing to give the Friends some assurance that it wont

turn around and sell it. If the Friends of the Mitchell should dissolve, the city would have the final say on the sale of the property.

No Miscellaneous Committee Items

Public Comment:

Mary Wolfrom said she would help in the coordinating of grant possibilities to the Friends of the Mitchell with Sam Fry.

Motion by Gary, seconded by Cindy to adjourn. Passed 3-0

ADJOURNMENT: 6:55PM

At this time the next meeting has not been scheduled.

Minutes prepared by Tony Vear, Chair

Homeless Task Force Minutes
55 Barnard St., Hillsdale, MI 49242

February 14, 2023
4:00 p.m.

16:02-meeting comes to order. Stephanie Meyers is elected as chair. Josiah Lippincott as secretary
16:05 presentation by Clint Brugger from the Community Action Agency begins
17:12: presentation concludes. Committee begins discussion of future plans and when and where to meet next. No decision is made on the latter point.
17:29: Lippincott makes motion to end meeting. Schlueter seconds. Meeting ends.

Attached are the slides from the presentation. The attendance list is also included. Some members came in late and are not represented here.

As far as I am aware these are the members of the task force:

Cindy Pratt
Elizabeth Schlueter
Jacob Bruns
Jessica Spangler
Joshua Paladino
Mckinney Vento
Corey Murray
Robert Socha
Robert Stuchell
Stephanie Meyer
Angella Turner
Brad Benzing
Becky Spratt
Josiah Lippincott
Patrick Porter
Melissa Desjardin
Julie Boyce

Hillsdale Permanent Supportive Housing (PSH)

- Community Action Agency applies on behalf of the Local Planning Body (LPB). Application is submitted by the Balance of State (BOS), as a larger application to Housing and Urban Development (HUD) as part of the CoC application.
- This is a renewal grant that we must apply to HUD for each year. It is competitive across the country. We apply for the same amount each year, with the option to apply for additional funds when available.
- ***\$194,398-Total Hillsdale PSH award***
 - \$103,669-Leasing-pays rent and utilities for at least 11 households for 12 months. Rental assistance continues for as long as the household needs the assistance.
 - \$82,174-Supportive Services-pays Security Deposits for households as needed during their time in the program, pays for 1 full time Housing Advocate to offer intensive housing focused case management to all in the program.
 - \$8,555-Admin-pays for oversight of the grant, oversight of the staff, applying and reporting on the grant to the funder.

Hillsdale Emergency Solutions Grant (ESG)

- Community Action Agency applies on behalf of the LPB. Application is submitted to Michigan State Housing Development Authority (MSHDA) who applies directly to HUD for these funds for the entire State of Michigan.
- This is a renewal grant that we apply to MSHDA for each year. They set the award amount each year based on need across the state. Amount of the award varies from year to year.
- ***\$91,047-Total Hillsdale ESG award***
 - \$10,000-to South Eastern Dispute Resolution Services as a subgrantee for weekly Eviction Diversion Mediations.
 - \$6,369-Admin-pays for oversight of the grant, oversight of the staff, oversight of the subgrantees, applying and reporting on the grant to the funder.
 - \$8,492-HMIS-pays for required data entry for the grant into the HMIS system.
 - \$41,886-Supportive Services- pays for a partial Housing Specialist to offer housing support and case management to all in the program. (\$6,125 of this is from a special grant from the BOS).
 - Prevention
 - \$9,100 for rental arrearage assistance for those facing imminent risk of homelessness due to eviction. Will serve approximately 3 households with rental arrearages.
 - Rapid Rehousing
 - \$15,200 for short-term rental assistance for those that are literally homeless. Will serve approximately 4 households for 6 months of rental assistance.

Hillsdale Supportive Services for Veterans and Families (SSVF)

- Community Action Agency applies on behalf of the LPB. Application is submitted to the Department of Veterans Affairs (VA).
- This is a renewal grant that we apply to the VA for each year. Our grant application is for 6 counties that fall within our SSVF area of service, including Hillsdale County. With these funds we support a part-time Veterans Housing Advocate for Hillsdale County to offer housing focused case management and serve Veterans with both prevention and rapid rehousing rental assistance. We serve about 9 veterans a year with rental assistance in Hillsdale County.



COMMUNITY ACTION AGENCY

Housing Programs



Introductions

- Clint Brugger - Director of Training and Outreach
 - *cbrugger@caajlh.org*
- Laura Reaume - Director of Community Programs
 - *lreaume@caajlh.org*

Objectives

- The purpose of this meeting is to provide insight regarding housing programs and services as well defining several key terms.
- We will provide local data that CAA has collected for the past five years in Hillsdale County.
- ***This is not a forum for discussing strategies nor opinions and we ask that you respect that in this space.***

What is a Continuum of Care (CoC)

- According to the Department of Housing and Urban Development (HUD), a CoC is a “group organized to carry out the responsibilities required under the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act.”
- According to HUD, a CoC is “a community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximize self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness.”

Michigan Balance of State Continuum of Care (MIBOSCOC)

- Hillsdale County is part of the Michigan Balance of State Continuum of Care (MIBOSCOC).
- The Michigan Balance of State Continuum of Care (MIBOSCOC) represents 61 of Michigan's 83 counties to the US Department of Housing and Urban Development as a recognized Continuum of Care (CoC) body. These are 61 of the most rural counties across the State of Michigan, stretching from the western mountains of the Upper Peninsula, across the Thumb, and to the Indiana border.
- The goal as a CoC is to work together to end homelessness by sharing best practices and combining efforts to secure more housing resources.

Michigan Balance of State Continuum of Care (MIBOSCOC)

- The MIBOSCOC conducts most of its work through committees, some are organized around a goal (improving system performance), some around special population groups (youth), and some around geographic area (local planning bodies). Each of these committees strengthens the work of the whole, ensuring that homelessness will be rare, brief, and non-recurring for many more people.
- Hillsdale has a Local Planning Body (LPB) that meets on the 4th Thursday of the month at 9:00 am at CAA or via Zoom.
- To learn more, visit www.miboscoc.com

What is a Housing Assessment Resource Agency (HARA)?

- The HARA is the central point of entry and assessment for people experiencing a housing crisis.
- Community Action Agency is the HARA in Hillsdale County.
- The HARA provides services and referrals to affordable housing services, shelters and resources in Hillsdale County which include CAA programs.
- The HARA acts as the coordinator of the Coordinated Entry System (CES), is the main point of entry/access, and is responsible for the day-to-day administration of the CES.

What is the Coordinated Entry System (CES)?

- CES is a powerful tool designed to ensure that homeless persons and persons at risk of homelessness are matched, as quickly as possible, with the intervention that will most efficiently and effectively end their homelessness.

CES must adopt written standards that include:

- Policies and procedures for providing an initial housing assessment to determine the best housing services intervention for individuals and families.
- A specific policy to guide the operation of the centralized or coordinated assessment system on how its system will address the needs of individuals and families who are fleeing, or attempting to flee domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from non-victim service providers.
- Policies and procedures for evaluating individuals' and families' eligibility for assistance.
- Policies and procedures for determining and prioritizing which eligible individuals and families will receive Permanent Supportive Housing and Rapid Re-housing assistance.

Services for People Experiencing Homelessness

- CAA has programs which provide housing assistance to homeless households to assist with breaking down barriers to long-term housing stability.
- Eligible participants must be “**literally homeless**”, meaning they are living in a shelter, a vehicle, on the street, someplace not met for human habitation, or fleeing domestic violence.
- Programs range of services based on the intensity of the household need but can include referrals to community partners for additional resources, housing search and information, housing-focused case management, placement on subsidized housing waitlists including Housing Choice Voucher (aka Section 8), and direct financial assistance.

Homeless Prevention and Assistance

- CAA receives funding to assist those that are at risk of becoming homeless in Hillsdale County.
- CAA is the HARA (Housing Assistance and Resource Agency) making us able to connect people to needed community resources, make referrals to other housing dollars within the community and assist with applying to Project Based Voucher (PBV) units in Hillsdale and across the State of Michigan.
- CAA has funding for supportive services related to housing and prevention funds for those that have an imminent risk of homelessness.

Additional Program Information

- Individuals will receive housing focused case management services in all levels of housing assistance.
- Households may receive direct financial assistance for up to 3 months or rental arrearage or assistance with relocation if maintaining the housing unit is not appropriate.
- Services focus on housing stability and building life skills related to self-sufficiency to alleviate any barriers that may be inhibiting them from maintaining long-term permanent housing.
- Contact Karri Doty by calling 517-437-3346 ext. 3232 or via email at kdoty@caajlh.org.

Supportive Services for Veteran Families (SSVF)

- SSVF program works to help homeless or near homeless Veterans, both individuals and families, get access to housing and other support services as needed.
- The goal of the program is to promote housing stability among very low-income Veteran families who reside in or are transitioning to permanent housing.

SSVF Eligibility

- Be a Veteran, or a member of a family, in which the head of household, or spouse of the head of household, is a Veteran.
- Be a Veteran who was not dishonorably discharged.
- Have a household median income not exceeding 80% of area median income.
- Be homeless or at imminent risk of homelessness.

Housing First Model

- Housing First is a homeless assistance approach that prioritizes providing permanent housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can pursue personal goals and improve their quality of life.
- This approach is guided by the belief that people need basic necessities like food and a place to live before attending to anything less critical, such as getting a job, budgeting properly, or attending to substance use issues.
- Additionally, Housing First is based on the understanding that client choice is valuable in housing selection and supportive service participation, and that exercising that choice is likely to make a client more successful in remaining housed and improving their life.

What are the elements of a Housing First Model?

- Housing First programs often provide rental assistance that varies in duration depending on the household's needs. Consumers sign a standard lease and are able to access supports as necessary to help them do so. A variety of voluntary services may be used to promote housing stability and well-being during and following housing placement.
- Two common program models follow the Housing First approach but differ in implementation. They are Permanent Supportive Housing (PSH) and Rapid Re-Housing (RRH).

What is Permanent Supportive Housing (PSH)?

- Permanent Supportive Housing (PSH) is a proven solution to homelessness for the most vulnerable chronically homeless people. It pairs housing with case management and supportive services.
- Permanent Supportive Housing (PSH) is targeted to individuals and families with chronic illnesses, disabilities, mental health issues, or substance use disorders who have experienced long-term or repeated homelessness.
- It provides long-term rental assistance and supportive services.

What is Rapid Re-Housing (RRH)?

- Rapid Re-Housing (RRH) is employed for a wide variety of individuals and families and provides short-term rental assistance and services.
- The goals are to help people obtain housing quickly, increase self-sufficiency, and remain housed.
- The Core Components of rapid re-housing—housing identification, rent and move-in assistance, and case management and services—operationalize Housing First principles.

What is Fair Market Rents (FMR)?

- Fair Market Rents (FMRs) are used to determine maximum amount of rent a recipient may pay for property leased with Continuum of Care funds as well as calculation of flat rents in Public Housing units.

HUD's Fair Market Rent (FMR) for Hillsdale County

Final FY 2023 & Final FY 2022 FMRs By Unit Bedrooms

YEAR	Efficiency	One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom
FY 2023 FMR	\$575	\$631	\$831	\$1,036	\$1,136
FY 2022 FMR	\$561	\$616	\$811	\$1,003	\$1,100

Point In Time Count (PIT)

PIT Numbers 2017-2022

	2017 2021	2018 2022	2019	2020
Hillsdale County 13	4	N/A	8 0	3
Balance of State 272	239 N/A	191 316	134	
State of Michigan N/A	1,023 900	899	662	1,039
Country 226,080	N/A	192,875	194,467 233,832	211,293

- HUD did not require a PIT count in 2021 as an attempt to stop the spread of Covid-19.

Annual Literally Homeless Data from HMIS over 3 years

	2017 2021	2018	2019	2020
Hillsdale	80		178	269
206	85			
Michigan	-		-	38,247
	30,805	30,113		

- there was an increase in overall State Literal homelessness from 2017 to 2018, and a decrease from 2018 to 2019.

2021 highlight of Literally Homeless Demographics

- Average age-32
- 40% females, 60% males
- 25% are minors
- 16% are 55 or older
- 90% white
- 41% have a disability
- 16% are DV survivors
- 16% are Veterans
- 73% report 49242 as their last zip code.
- 91% report Hillsdale County as their county of residence (where did others come from: 1-Jackson, 1-Lenawee, 1-out of state, 3-St Joseph, 3-Washtenaw)

Clint Brugger

Laura Reame

Ed Stuhell

~~Pat~~

Therese M. Cull

Fred Hansen

Becky Spratt

Melissa DesJardin

Michelle Hebert

Angela Turner

Stephanie Myers

Josiah Lippincott

Lindy Pratt

Chris Conley

Sarah Conley

Doug Ingles - County Commissioner

Sherril Ingles - Resident City of Hillsdale

CT TONCKAY

Nauman

CASEI SULLIVAN

City of Hillsdale

Agenda Item Summary

Meeting Date: February 20, 2023

Agenda Item: Consent Agenda

SUBJECT: Hillsdale College Alley Closure (Centralhallapalooza)

BACKGROUND PROVIDED Michelle Loren, Recreation Director

In February, 2023, the Hillsdale City Police Dept. received correspondence from Hillsdale College Security and Emergency Management requesting the closure of the north/south alley west of Hillsdale Street, south of College Street, north of Fayette Street between Hillsdale and Manning Streets on April 29, 2023 for the Centralhallapalooza Party.

A noise variance request and TCO #2023-02 closing the alley from 4:00 p.m. to 12:00 Midnight on April 23, 2022 were approved by Council at the February 6, 2023 Council Meeting,

An Agreement for Use of Alley has been approved by the City Attorney's office for signature by the Mayor and Clerk and the Chief Administrative Officer of Hillsdale College.

RECOMMENDATION:

I recommend Council approve the Use of Alley Agreement as presented and authorize signatures by the Mayor and Clerk.

Respectfully,
Michelle Loren, Recreation Director

AGREEMENT FOR USE OF ALLEY
Hillsdale College – Centralhallapalooza
April 29, 2023

This Agreement is made and entered between the City of Hillsdale, of 97 N. Broad Street, Hillsdale, Michigan and Hillsdale College, of 33 E. College Street, Hillsdale Michigan.

Preamble

The City controls the usage of local streets within its jurisdiction. Among other governmental functions, the City seeks to promote the use of its streets for the use and benefit of its citizens and the general public.

At various times, functions are proposed that are open to the public that involve the use of a portion of a public street, alley, or right of way. In such instances, when the City determines that the proposed activity will insure to the economic, cultural or general benefit of its citizens and of the community at large, it has endeavored to cooperate with the activity's sponsor/promoter. In doing so, the City is concerned with regulating the use of its streets, alleys, and rights of way so as to reasonably assure that they are not used in a manner that exposes persons attending activities as are allowed to take place in or on any portion of such public areas to unreasonable risks of harm, as well as to assure that no damage is done to the City's facilities.

The College desires to sponsor and promote an event that is open to its students, staff, guests, and other members of the public at which food and non-alcoholic drink concessions, music and other activities will be provided. The event is proposed to take place in a large tent to be located on an open lot on Hillsdale Street between premises commonly known and designated as 180 Hillsdale Street and 204 Hillsdale Street on Saturday, April 29, 2023 between the hours of 2:00 p.m. and midnight. The event will require the closing of the alley that is located between Hillsdale Street and N. Manning Street, and runs north and south from Fayette Street to E. College Street. Cleanup activities and the return of City barricades will be conducted and finalized within a specified period following the end of the event.

The College represent that it is and will be responsible for the oversight of the event and all expenses associated with it. The College further represents that it has created appropriate regulations and policies by which it will regulate the activities of participants and attendees and their safety, and that participation in its event is and will be open to all participants and attendees on a nondiscriminatory basis.

The City has determined that it is in its best interests and the interests of the general public to allow the College to hold its planned activity as above described, and to close and allow the College's use of the referenced alley in connection with it. The College has agreed to do so in accordance with and subject to the following terms and conditions.

Agreement

1. In consideration of and reliance on the College's promises and its full compliance with all of the terms and conditions contained in this agreement, the City agrees to allow the College to hold its planned activity as described in the foregoing Preamble, and to close and use the alley

that is located between Hillsdale Street and N. Manning Street, and runs north and south from Fayette Street to E. College Street in connection with it. Among other things, it is agreed that:

- A. The described alley shall be closed to motor vehicle traffic between 2:00 p.m. and midnight on Saturday, April 29, 2023 pursuant to TCO#2023-02 approved by City Council at a regular meeting held on February 6, 2023.
 - B. The College shall be solely responsible for providing, erecting, maintaining, and tear down of all temporary traffic control devices (TTC) at the ends of the described portion of the alley as shown on the attached Exhibit A, in order to close off the street to motor vehicle traffic between 2:00 p.m. and midnight on Saturday, April 29, 2023.
 - C. Between the hours of 2:00 p.m. and midnight on April 29, 2023 the College may exclusively use the described alley for the purpose of transporting, erecting, installing and removing equipment, tents signs, tables, chairs, port-a-johns, roll-offs, food, beverages, provisions, supplies, goods, concessions and other facilities as are reasonably required to conduct the proposed event and related activities.
 - D. Between the hours of 2:00 p.m. and midnight on April 29, 2023 the College may use the described alley in connection with its above described planned activities.
 - E. The College shall cause all music, concession, other entertainment and all activities of any kind related to its planned activities on the referenced vacant lot and alley to cease on or before midnight on April 29, 2023.
 - F. Subject to and in accordance with the following provisions of this agreement, the College shall remove all barricades from the ends of the described alley, open the alley to public travel, and completely restore the alley to a condition that is at least as good as when taken.
2. The College agrees to and shall be solely responsible for obtaining, posting and paying the fees for all applicable and necessary permits, including but not limited to those that might be required by the health department, as well as to comply with any applicable state, county or local statutes, ordinances, rules, or regulations, all at its sole expense.
 3. The College agrees to and shall be solely responsible for obtaining, arranging for and providing all staff, equipment, tents, signs, tables, chairs, port-a-johns, roll-offs, food, beverages, provisions, supplies, goods, entertainment, concessions and other facilities as are necessary or otherwise required in connection with its proposed event; all at its sole expense.
 4. Following the conclusion of the event, the College agrees to and shall be solely responsible for and at its sole expense shall comply with the following:
 - A. Immediately after midnight on April 29, 2023, the College shall contact the Hillsdale City Police and request permission to remove the barricades from the ends of the described alley and open the alley to vehicular traffic.
 - B. Upon receiving such permission, but not before, the College shall remove the barricades and open the alley to public travel and vehicular traffic. When the barricades are removed, the College shall place them out of the main traveled portion of the alley.

- C. Between the hours of 8:00 a.m. and noon on May 1, 2023, the College shall at its sole expense remove or cause the removal and proper disposal of all equipment, tents, signs, tables chairs, port-a-johns, roll-offs, trash, garbage, litter and other items from the alley and surrounding environs, restore the alley to at least as good condition as when taken.
5. The College acknowledges that there are no public restroom facilities at the site. Accordingly, the College represents and agrees that, at its sole expense and as a condition precedent to the commencement of its event, it will provide and have in place portable restroom facilities that comply with all applicable health and sanitation codes for its scheduled event that are in full working order and in sufficient quantity to accommodate the needs of its participants and attendees.
6. The College agrees that no attachments for tents or any other facilities will be made to any paved surfaces within any portion of the above-described alley.
7. The College agrees that it shall not permit any public way other than the described alley to be blocked or obstructed. Further, the College agrees to and shall confine its proposed event activities and the activities of the participants and attendees solely to the referenced vacant lot and the above-described alley.
8. The College agrees and understands that it is and shall be solely responsible for the repair and restoration of all damage to real and personal private and public property that results from or because of its proposed event, however and by whom caused.
9. The College represents that it is a valid Michigan corporation, and that it possesses or will obtain and provide persons with the skill, experience, competence and ability to carry out and fulfill all of its duties and obligations under this agreement in a timely and professional manner.
10. The College further represents and covenants that it does not discriminate against any employee or applicant for employment, and that it will not discriminate against any member of the public that will participate in or attend the event it is staging under this agreement because of race, color, religion, national origin, age, height, marital status or other legally protected class. It is understood and agreed by and between the parties that breach of this covenant may be regarded as a material breach of this agreement.
11. The College shall provide City with proof of public liability and property damage insurance with coverage that is satisfactory to the City and limits of liability of not less than a single limit of Five Hundred Thousand and 11/100 (\$500,000.00) Dollars, with City designated therein as a named insured to be and remain in force for the duration of the College's presence on and use of the above-described alley through and until its clean up and final restoration, such proof to be provided at the time of execution of this Agreement.
12. The College shall carry and provide all workers' compensation insurance coverage at its sole expense for its staff, employees, and agents as is required by the laws of the State of Michigan, and provide proof thereof to Hillsdale prior to the commencement of any work or activity under this agreement.
13. The College hereby accepts the exclusive control over the above-described alley and the activities to be conducted thereon, it being the intention of the parties that the College is and shall be solely responsible for maintaining and regulating the described areas and all associated

facilities and activities in reasonably safe condition, free of unreasonable risk of harm, for the use and benefit of all those who will be using them, or who will be otherwise be attending or participating in or otherwise present within the area of the College's event.

14. The College further agrees to and shall defend, indemnify and hold the City harmless from any and all damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses, that result from or because of actual or claimed personal injury, including death, property damage or other damage or loss of any kind or nature which are or are claimed to be a proximate result of:

- A. The sole or concurrent negligence, gross negligence or intentional acts or omissions of the College, its agents, servants, employees, guests, vendors, invitees, event participants, event attendees, or others on or within the alley or event area;
- B. Defects of any kind or nature in the City's alley right of way, its surface or subsurface;
- C. All other damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses or injuries, including death, that result from or because of actual or claimed personal injury, including death, property damage or other damage or loss of any kind or nature, however caused.

Provided, however the College shall not be obligated to defend, indemnify and hold the City harmless from for any damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses caused by or resulting from the City's sole negligence.

15. The College agrees that any and all documents provided to the City under this agreement are subject to disclosure and hereby expressly consents to the City's reproduction and release of such documents in response to a request under the Freedom of Information Act, a court order, or under such other circumstances as the City might, in its sole discretion, decide.

16. The College agrees that City may immediately terminate this agreement without further obligation or liability to the College at its option and with out prejudice to any other remedies to which it might be entitled, whether in law, in equity or under this agreement, by giving written notice of termination to the College if the latter should default in the performance of any obligation or breach any covenant under this agreement.

Provided, however, that the College's indemnification, defense, hold harmless and insurance coverage agreements shall survive any such termination.

Notice of termination pursuant to the forgoing provisions shall be delivered to the following named representative of the College by ordinary first class mail or personal service at the following address:

17. All notices from the College to Hillsdale shall be in writing and shall be delivered by ordinary first class mail or personal service to David Mackie, Hillsdale City Manager, at 97 N. Howell Street, Hillsdale, Michigan 49242.

18. The parties agree that there are no other representations, inducements, promises or agreements between them, whether oral or written.

19. This agreement shall be governed and construed in accordance with the laws of the State of Michigan. The City and the College further agree that in the event of legal action between the parties arising from or as a result of this agreement or its breach, venue and jurisdiction for such action shall be in the Hillsdale County Circuit Court or in the District Court located within the County of Hillsdale, Michigan, whichever has subject matter jurisdiction over any such dispute.

CITY OF HILLSDALE

HILLSDALE COLLEGE

Adam Stockford, Mayor
City of Hillsdale

Richard Péwé
Chief Administrative Officer
Hillsdale College

Katy Price, Clerk
City of Hillsdale

Dated: February ____, 2023

Dated: February ____, 2023

City of Hillsdale Agenda Item Summary

MEETING DATE: February 20, 2023

AGENDA ITEM: Consent

SUBJECT: 2023 Hillsdale College Use of Street Agreement – Taste of Manning

BACKGROUND: Michelle Loren, Recreation Director

Hillsdale College submitted a request for the closure of Manning Street between E. Fayette Street and River Street for the purpose of holding an event (Taste of Manning) to include concessions, live music, and a crafts market from 10:00 a.m. to 2:00 p.m. on Saturday, April 22, 2023.

A Right of Way Permit has been approved by the Director of the Department of Public Services. Requests for a noise variance and TCO# 2023-03 were approved by Council at the February 6, 2023 council meeting.

A Use of Street Agreement has been approved by the City Attorney's office for signature by the Mayor and City Clerk, and Chief Administrative Officer of Hillsdale College.

RECOMMENDATION:

Staff recommend Council approve the Use of Street Agreement as presented and authorize signatures by the Mayor and Clerk.

AGREEMENT FOR USE OF STREET
Hillsdale College “Taste of Manning” Event
April 22, 2023

This Agreement is made and entered between the City of Hillsdale, of 97 N. Broad Street, Hillsdale, Michigan and Hillsdale College, of 33 E. College Street, Hillsdale Michigan.

Preamble

The City controls the usage of local streets within its jurisdiction. Among other governmental functions, the City seeks to promote the use of its streets for the use and benefit of its citizens and the general public.

At various times, functions are proposed that are open to the public that involve the use of a portion of a public street, street, or right of way. In such instances, when the City determines that the proposed activity will insure to the economic, cultural or general benefit of its citizens and of the community at large, it has endeavored to cooperate with the activity’s sponsor/promoter. In doing so, the City is concerned with regulating the use of its streets, streets, and rights of way so as to reasonably assure that they are not used in a manner that exposes persons attending activities as are allowed to take place in or on any portion of such public areas to unreasonable risks of harm, as well as to assure that no damage is done to the City’s facilities.

The College desires to sponsor and promote an event for its students, staff, and guests at which event food and non-alcoholic drink concessions, music and other activities will be provided. The event will require the closing of N. Manning St. between E. Fayette and River St. for “Taste of Manning”, a neighborhood “block party” and bizarre on Saturday, April 22, 2023, between the hours of 10:00 a.m. and 2:00 p.m. Cleanup activities and the return of City barricades will be conducted and finalized within a specified period following the end of the event.

The College represents that it is and will be responsible for the oversight of the event and all expenses associated with it. The College further represents that it has created appropriate regulations and policies by which it will regulate the activities of participants and attendees and their safety, and that participation in its event is and will be open to the general public on a nondiscriminatory basis.

The City has determined that it is in its best interests and the interests of the general public to allow the College to hold its planned activity as above described, and to close and allow the College’s use of the referenced street in connection with the event. The College has agreed to do so in accordance with and subject to the following terms and conditions.

Agreement

1. In consideration of and reliance on the College’s promises and its full compliance with all of the terms and conditions contained in this agreement, the City agrees to allow the College to hold its planned activity as described in the foregoing Preamble, and to close N. Manning St., between Fayette Street to River Street to vehicular traffic so that the street that may be used for the proposed event. Among other things, it is agreed that:

- A. The above described portion of street shall be closed to motor vehicle traffic between 10:00 a.m. and 2:00 p.m. on Saturday, April 22, 2023, pursuant to TCO No. 2023-01 and a noise variance request approved by the City Council in a public meeting held on February 6, 2023.
- B. The College shall be solely responsible for providing, erecting, maintaining, and tear down of all temporary traffic control devices (TTC) at the ends of the described portion of the street as shown on the attached Exhibit A, in order to close off the street to motor vehicle traffic between 10:00 a.m. and 2:00 p.m. on Saturday, April 22, 2023.
- C. Between the hours of 10:00 a.m. and 2:00 p.m. on April 22, 2023, the College may use the described street for the purpose of transporting, erecting, installing and removing equipment, signs, tables, chairs, port-a-johns, roll-offs, food, beverages, provisions, supplies, goods, concessions and other facilities as are reasonably required to conduct the proposed event and related activities.
- D. Between the hours of 10:00 a.m. and 2:00 p.m. on April 22, 2023 the College may use the described street in connection with its above described planned activities.
- E. The College shall cause all music, concession, other entertainment and all activities of any kind related to its planned activities on the referenced street to cease on or before 2:00 p.m. on April 22, 2023.
- F. Subject to and in accordance with the following provisions of this agreement, the College shall remove all barricades from the ends of the described portion of the street, open the street to public vehicular travel, and completely restore the street to a condition that is at least as good as when taken.
- G. The College acknowledges that the portion of the public street that shall be utilized for the event shall not be closed to pedestrian traffic and that the event shall not interfere with members of the general public or persons who reside within the area of the street that is to be temporarily closed from accessing the street on foot or the residences located therein. The College further acknowledges that temporarily closed portion of the street shall at all times be accessible by any necessary public safety or fire department vehicles.
2. The College agrees to and shall be solely responsible for obtaining, posting and paying the fees for all applicable and necessary permits, including but not limited to those that might be required by the health department, as well as to comply with any applicable state, county or local statutes, ordinances, rules, or regulations, all at its sole expense.
3. The College agrees to and shall be solely responsible for obtaining, arranging for and providing all staff, equipment, tents, signs, tables, chairs, port-a-johns, roll-offs, food, beverages, provisions, supplies, goods, entertainment, concessions and other facilities as are necessary or otherwise required in connection with its proposed event; all at its sole expense.
4. Following the conclusion of the event, the College agrees to and shall be solely responsible for and at its sole expense shall comply with the following:
- A. Immediately after 2:00 p.m. on April 22, 2023, the College shall contact the Hillsdale City Police and request permission to remove the barricades from the ends of

the described street and open the street to vehicular traffic. All equipment, tents, signs, tables chairs, port-a-johns and roll-offs must be removed at that time in order to allow vehicular traffic to pass unobstructed.

B. Upon receiving such permission, but not before, the College shall remove the barricades and open the street to public travel and vehicular traffic.

C. Between the hours of 8:00 a.m. and noon on March 28, 2022, the College shall at its sole expense remove or cause the removal and proper disposal of all equipment, tents, signs, tables chairs, port-a-johns, roll-offs, trash, garbage, litter and other items from the surrounding environs and restore the street to at least as good condition as when taken.

5. The College acknowledges that there are no public restroom facilities at the site. Accordingly, the College represents and agrees that, at its sole expense and as a condition precedent to the commencement of its event, it will provide and have in place portable restroom facilities that comply with all applicable health and sanitation codes for its scheduled event that are in full working order and in sufficient quantity to accommodate the needs of its participants and attendees.

6. The College agrees that no attachments for tents or any other facilities will be made to any paved surfaces within any portion of the above-described street.

7. The College agrees that it shall not permit any public way other than the described street to be blocked or obstructed. Further, the College agrees to and shall confine its proposed event activities and the activities of the participants and attendees solely to the above-described street.

8. The College agrees and understands that it is and shall be solely responsible for the repair and restoration of all damage to real and personal private and public property that results from or because of its proposed event, however and by whom caused.

9. The College represents that it is a valid Michigan corporation, and that it possesses or will obtain and provide persons with the skill, experience, competence and ability to carry out and fulfill all of its duties and obligations under this agreement in a timely and professional manner.

10. The College further represents and covenants that it does not discriminate against any employee or applicant for employment, and that it will not discriminate against any member of the public that will participate in or attend the event the College is staging under this agreement because of race, color, religion, national origin, age, height, marital status or other legally protected class. It is understood and agreed by and between the parties that breach of this covenant may be regarded as a material breach of this agreement.

11. The College shall provide City with proof of public liability and property damage insurance with coverage that is satisfactory to the City and limits of liability of not less than a single limit of Five Hundred Thousand and 11/100 (\$500,000.00) Dollars, with City designated therein as a named insured to be and remain in force for the duration of the College's presence on and use of the above-described street through and until its clean up and final restoration, such proof to be provided at the time of execution of this Agreement.

12. The College shall carry and provide all workers' compensation insurance coverage at its sole expense for its staff, employees, and agents as is required by the laws of the State of

Michigan, and provide proof thereof to Hillsdale prior to the commencement of activity under this agreement.

13. The College hereby accepts the exclusive control over the above-described street and the activities to be conducted thereon, it being the intention of the parties that the College is and shall be solely responsible for maintaining and regulating the described areas and all associated facilities and activities in reasonably safe condition, free of unreasonable risk of harm, for the use and benefit of all those who will be using them, or who will otherwise be attending or participating in or otherwise present within the area of the College's event.

14. The College further agrees to and shall defend, indemnify and hold the City harmless from any and all damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses, that result from or because of actual or claimed personal injury, including death, property damage or other damage or loss of any kind or nature which are or are claimed to be a proximate result of:

A. The sole or concurrent negligence, gross negligence or intentional acts or omissions of the College, its agents, servants, employees, guests, vendors, invitees, event participants, event attendees, or others on or within the street or event area;

B. Defects of any kind or nature in the City's street right of way, its surface or subsurface;

C. All other damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses or injuries, including death, that result from or because of actual or claimed personal injury, including death, property damage or other damage or loss of any kind or nature, however caused.

Provided, however the College shall not be obligated to defend, indemnify and hold the City harmless from for any damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses caused by or resulting from the City's sole negligence.

15. The College agrees that any and all documents provided to the City under this agreement are subject to disclosure and hereby expressly consents to the City's reproduction and release of such documents in response to a request under the Freedom of Information Act, a court order, or under such other circumstances as the City might, in its sole discretion, decide.

16. The College agrees that City may immediately terminate this agreement without further obligation or liability to the College at its option and with out prejudice to any other remedies to which it might be entitled, whether in law, in equity or under this agreement, by giving written notice of termination to the College if the latter should default in the performance of any obligation or breach any covenant under this agreement.

Provided, however, that the College's indemnification, defense, hold harmless and insurance coverage agreements shall survive any such termination.

Notice of termination pursuant to the forgoing provisions shall be delivered to the following named representative of the College by ordinary first class mail or personal service at the following address:

17. All notices from the College to Hillsdale shall be in writing and shall be delivered by ordinary first class mail or personal service to David Mackie, Hillsdale City Manager, at 97 N. Howell Street, Hillsdale, Michigan 49242.

18. The parties agree that there are no other representations, inducements, promises or agreements between them, whether oral or written.

19. This agreement shall be governed and construed in accordance with the laws of the State of Michigan. The City and the College further agree that in the event of legal action between the parties arising from or as a result of this agreement or its breach, venue and jurisdiction for such action shall be in the Hillsdale County Circuit Court or in the District Court located within the County of Hillsdale, Michigan, whichever has subject matter jurisdiction over any such dispute.

CITY OF HILLSDALE

HILLSDALE COLLEGE

Adam Stockford, Mayor
City of Hillsdale

Richard Péwé
Chief Administrative Officer
Hillsdale College

Katy Price, Clerk
City of Hillsdale

Dated: February _____, 2023

Dated: February _____, 2023

City of Hillsdale

Agenda Item Summary

Meeting Date: February 20, 2023
Agenda Item: Consent Agenda
Subject: Right of Way Occupancy Request


Background:

The Hillsdale Business Association has requested to continue use of the lower Library parking lot for the Open Air Market. Usage and closure is for each Saturday, June through October of 2023, 8:00 a.m. thru 1:00 p.m.

Recommendation:

Approval is recommended as this has been an annual request.

Scott A. Hephner




Chief of Police / Fire Chief

TRAFFIC CONTROL ORDER
2023-04

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.

Each Saturday for the month of June, July, August, September & October from 8:00 am to 1:00 pm the Hillsdale Community Library's lower parking lot (Lot H) will be closed for the Hillsdale Business Association's Open Air Farmer's Market.

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 of Police

02/14/23

Date

Received for filing in the office of the City Clerk at 7:00 a.m. on the 14 day of February, 2023.

City Clerk

02/14/23

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.

Adam L. Stockford, Mayor

Attest:

Katy B. Price, City Clerk

Received by 2/13/23 KP
 Date _____
 Amount Rec' A20
 Check # _____
 Permit # _____



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**

Applicant's Name		Date		Contractor's Name		Date	
Hillsdale Business Association				KARLA SCHAEFER		2-13-23	
Mailing Address				Mailing Address			
4645 Fitzpatrick Rd							
City		State		City		State	
Hillsdale MI		49242					
Zip Code		Telephone Number		Zip Code		Telephone Number	
517 439 9049							

DESCRIPTION OF WORK OR USE: *Local vendors of farm products and crafts. (i.e. soap, produce, jewelry, crocheted items, toys, eggs, woodwork etc.)*
Open Air Market

LOCATION: (Drawing to be provided)
Lower level Hillsdale Public Library parking lot

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:

TIME PERIOD: *June through October 8am-1pm*
 COMMENCING DATE: *? 6-3-23* TIME: *8^{AM}* ENDING DATE: *10-28-23* TIME: *1^{PM}*

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.

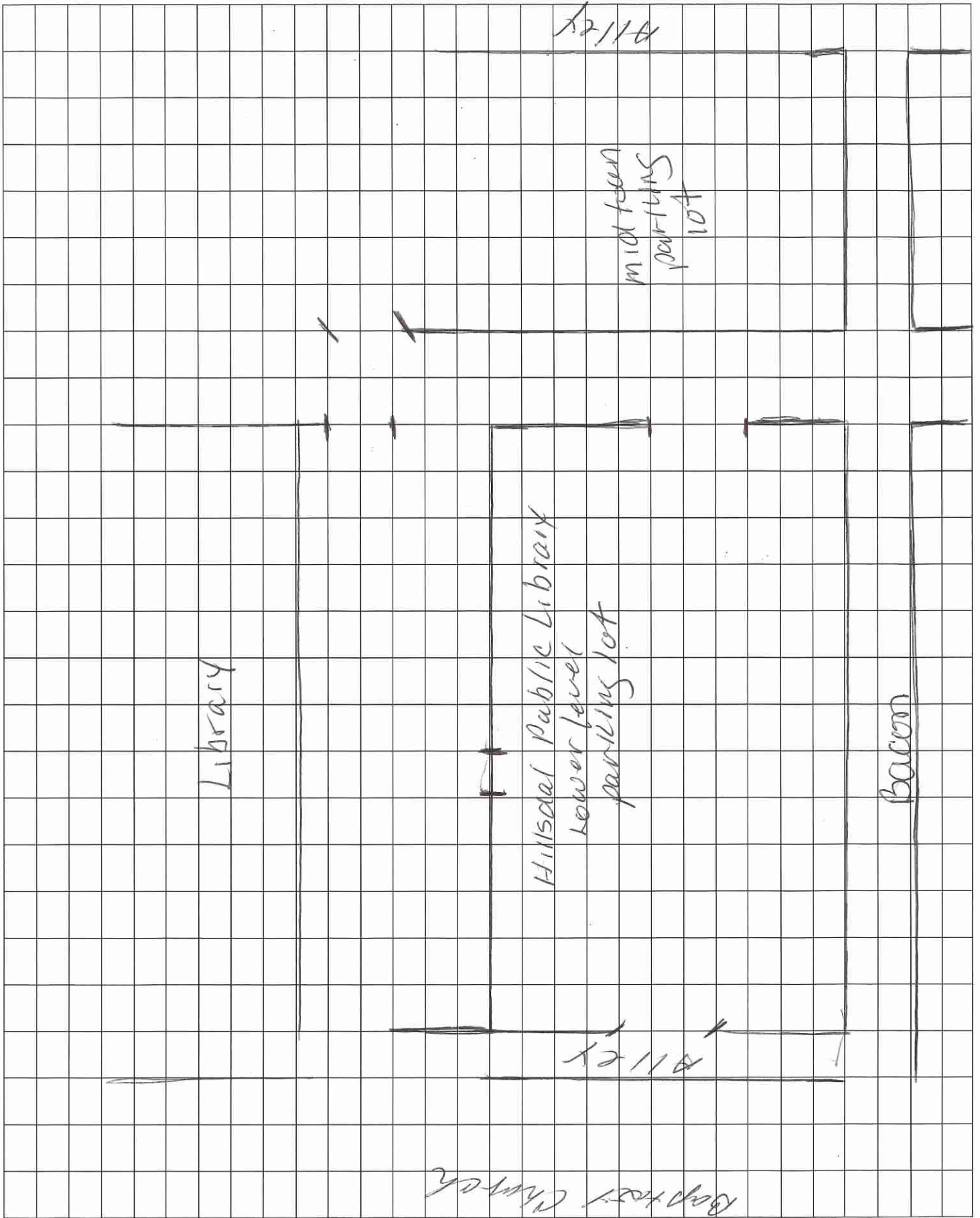
Return Application to:
Department of Public Services
149 Waterworks Drive
Hillsdale, MI 49242

or
City of Hillsdale Clerk
97 N. Broad St.
Hillsdale, MI 49242

or email to: publicservices@cityofhillsdale.org

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

PROJECT PLAN (Attach additional sheets, as necessary)





Hillsdale City Council Meeting
February 20, 2023

- Reading's EMS Station will be getting renovated this year by McNair Construction
 - Lifting the garage door entrance
 - new roof, siding, and windows
 - adding an emergency backup generator
 - Approximately \$125,000.00 for renovation cost
- New Crestline ambulance ordered from Kodiak Emergency Vehicles
 - \$225,000.00
 - Anticipated delivery date, June 2023
- Full-time EMTs are given the opportunity to receive a Paramedic Scholarship
 - 3-year contract commitment
- Average Response Time for Hillsdale City, Jan 1, 2022 to Dec 31, 2022
 - 961 responses
 - average response 06 minutes 02 Seconds
- Entire Service Area, Jan 1, 2022 to Dec 31, 2022
 - E-calls – 3,198
 - hospital transfers – 463
 - Other facility transfers – 33
 - Average response time – 09 minutes 41 Seconds
- Staffing Levels
 - Full-time Paramedics – 7
 - Full-time AEMT / EMTs – 9
 - Casual Paramedic – 0
 - Casual EMTs – 9
- Questions

Sincerely,

Keith O'Neil,
Executive Director



Custom Jan 1, 2022 - Dec 31, 2022

06:02

MM:SS
Average Rolling Response Time

14:33

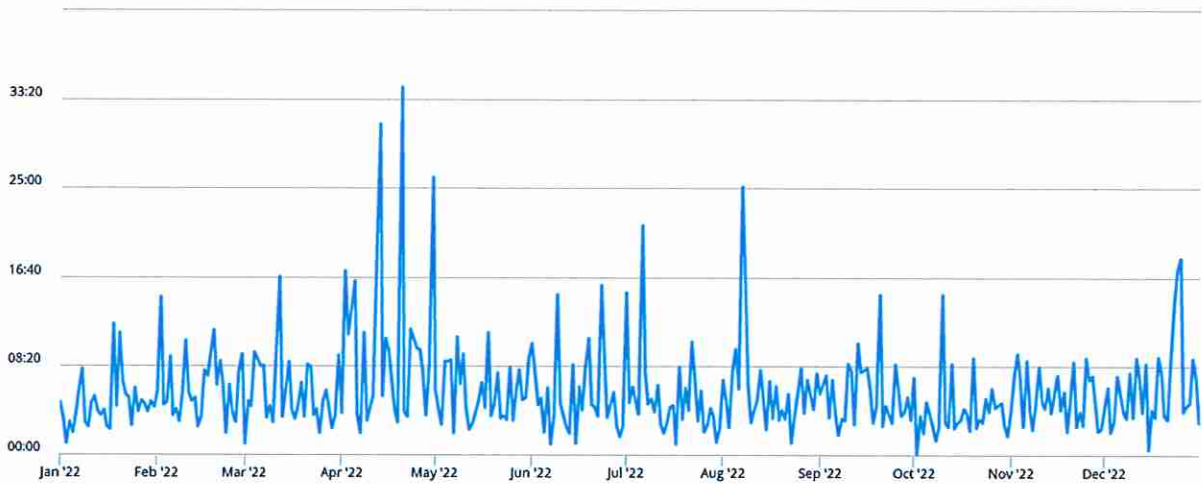
MM:SS
90th Percentile Rolling Response Time

365

DAYS
In Selected Time Slice

961

UNIT RESPONSES
In Selected Time Slice



	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22	Jan '23	Total
00:00 - 04:59	53	47	37	36	50	45	56	61	41	50	56	57		589
05:00 - 07:59	14	22	11	10	18	14	19	19	16	11	8	11		173
07:00 - 08:59	3	1	2	3	5	1	1	1	2		2	1		22
09:00 - 09:59	1	3	2	2	2		1		1		3	2		17
10:00 - 11:59	1	2			5	2	2	3	1		2			18
12:00 - 14:59	3	7	2	5	8	4	5	2	6	4	3	4		53
15:00 - 16:59	2	5	2	6	5	1	2	7	3	2	4	5		44
17:00 - 17:59			2	2	2	1		3	1		2			13
18:00 - 19:59	2					2					1	2		7
20:00 - 29:59		1		5		1	1		1		1	5		15
30:00 - 1:29:59		2	1	2			1	1	1			2		10
Total	79	90	59	71	95	71	88	97	73	67	82	89		961
Exceptions														0



CITY OF HILLSDALE, MICHIGAN QUARTERLY NEWSLETTER

IMPORTANT DATES

MARCH

- March Board of Review Organizational Meeting
 - Tuesday, March 7, 2023 @ 9:00 AM
- Cemetery Spring Clean Up (Oak Grove & Lakeview)
 - March 12 - March 30, 2023
 - All items shall be removed for safekeeping by March 11, 2023 and may be returned by March 31, 2023.
- March Board of Review - Appeal Hearings (Day 1)*
 - Monday, March 13, 2023, 9:00 AM - 3:00 PM
- March Board of Review - Appeal Hearings (Day 2)*
 - Tuesday, March 14, 2023, 3:00 PM - 9:00 PM

* **Note:** Appointments are recommended. All Board of Review meetings are open to the public and held in the 2nd Floor Conference Room at City Hall. For more information or to schedule an appointment with the Board of Review, call (517) 437-6440 or email assessor@cityofhillsdale.org.

APRIL

- City Offices closed to observe Good Friday
 - Friday, April 7, 2023 @ noon
- Spring Brush Pick Up (one time pick up)
 - Monday, April 3, 2023
- Spring Leaf Collection (one time pick up)
 - Monday, April 10, 2023

MAY

- Special Election
 - Tuesday, May 2, 2023
 - Polls open 7:00 AM - 8:00 PM
 - Hillsdale Community Library, 11 E Bacon St, Hillsdale, MI 49242
 - Absentee Ballots will be available through the City Clerk's Office near the end of March.
- City Offices closed to observe Memorial Day
 - Monday, May 29, 2023 (all day)

For the most up-to-date information, please visit the City's website, Facebook page, the Hillsdale Daily News, or tune into WCSR.

2023 STREET PROJECTS

In 2023, the following local city streets will be part of a large utility and road reconstruction project known as Special Assessment District (SAD) #22-07:

- Full extent of Westwood Dr, Sumac Dr, Picardy Pl, Azalea Ct, Corona Cir, Scenic Dr, and Cold Springs Cir
- Westwood St - Cold Springs Cir to Lewis St
- Highland Ave - Westwood St to Bacon St
- Glendale Ave - Westwood St to Bacon St



The estimated cost for this project, including utility work, is \$5,852,465 with the Special Assessment portion of the work for street reconstruction and storm sewer estimated at \$2,681,664. City funds will cover an estimated amount of \$2,260,914 (84%) of the eligible project costs with approximately \$420,750 (16%) being covered through special assessment to the 89 parcels currently identified in the Special Assessment District (SAD).

It is important to note that the total assessed cost to the affected property owners will not go above the policy maximum assessment limit of \$5,000 per parcel or 25% of the property value per Hillsdale Ordinance Chapter 2, Article V, Section 2-335, whichever is the lesser amount.

This work is expected to begin late spring and continue to the end of 2023. Due to supply chain issues the project may extend into 2024. Once a contractor is selected, we will be able to more clearly identify the project schedule.

CITY AWARDED \$2 MILLION IN MEDC GRANT FUNDS

On Tuesday, October 25, 2022, the City of Hillsdale was awarded \$2 million in a Community Development Block Grant Water-Related Infrastructure (WRI) Grant by the Michigan Economic Development Corporation (MEDC).

The WRI grant will be used towards a combined water and sewer infrastructure project costing a total of \$2,680,000, including the City's matching funds. The proposed grant project will include the following items:

* **Water System:** Replacement of approximately 75 (12%) of the in-line shut off valves in the water main system. This work will include the installation of new valves and removal of the failed valves.

Per the City Engineer: Water valve replacements are scattered throughout the City and, at times may require the shut off of the water main requiring residents to adhere to a "Boil Water Notice" for several days after the work is complete. We will provide notices to affected areas prior to the work and information will be provided via media outlets, social media, and the City's website.

* **Sanitary Sewer System:** Replacement and/or cured-in-place lining of approximately 1.40 miles of sanitary sewer located throughout the City.

"The WRI Grant will help move forward this project that otherwise wouldn't be possible," said David Mackie, Hillsdale City Manager. "We are very appreciative and proud of our collaborative relationship with the Michigan Economic Development Corporation (MEDC), the Michigan Strategic Fund (MSF) Board, local residents and businesses."

Under the terms of the WRI Grant, the City of Hillsdale is required to begin project work by the end of Spring 2023. The City will share additional information with the public about the full scope of the project to include starting date, work areas, and more, after project plans have been finalized.

Any questions about this grant award should be directed to David Mackie, City Manager at (517) 437-6444, or by emailing dmackie@cityofhillsdale.org.

NEW BUSINESSES IN THE CITY



Quality PC & Repair - under new ownership
37 Waldron St
(517) 610-5372



Willis Information TechNologies
37 Waldron St
(517) 610-5372

Printer Source Plus

Solutions - Technology - Trust

Printer Source Plus (PSP Office Solutions)
37 Waldron St
(517) 610-5372



Farmhouse Charm Shoppe
77 N Broad St
(517) 212-8121

FETHER STUDIOS

& HANDMADE GIFTS

Feather Studios
20 N Howell St
(734) 652-1327

Are you a NEW or RECENTLY OPENED business in the City of Hillsdale? Do you want to be advertised in our next newsletter and highlighted on the City's social media? Fill out our Business Social Media Spotlight Form on our website.

#ShopHillsdale



FORESTER HONORED WITH ISA AWARD



The Michigan chapter of the International Society for Arboriculture (ISA Michigan) has recognized Hillsdale City Forester Gary Stachowicz with their Professional Service Award. The award recognized outstanding service and contributions to the arboriculture or urban forestry professions in the state of Michigan.

Stachowicz was nominated for the award by Kevin Sayers, Michigan's urban forestry coordinator at the Michigan Department of Natural Resources, who offered high praise for the longtime City of Hillsdale employee.

"He's more than deserving," Sayer said. "He has been a pleasure to work with for all these years. Professional, knowledgeable and dedicated in every way."

Stachowicz retired on January 26, 2023, after working for the City of Hillsdale for 17 years. During his employment, he tended to Hillsdale's urban forest canopy, along with pitching in on various Department of Public Services projects as needed. Thanks to his efforts, Hillsdale achieved Tree City USA status every single year during his time working with the municipality, which has kept alive a 44-year unbroken tradition.

"Gary is the very definition of reliable and dependent," said Jake Hammel, Hillsdale BPU Electric Superintendent and former Department of Public Services Director. "He is also incredibly passionate about nurturing and taking care of trees in the City. It was a pleasure to work alongside him."

Stachowicz formally accepted his Professional Service Award on Wednesday, February 15, 2023, during ISA Michigan's ArborCon, held in Lansing, Michigan.

HILLSDALE BOARD OF PUBLIC UTILITIES RECOGNIZED FOR SAFETY RECORD



American Municipal Power (AMP) Inc., has recognized the Hillsdale Board of Public Utilities for its safety record.

Hillsdale BPU received an AMP Safety Award - Transmission and Distribution during the 2022 American Municipal Power Annual Conference, which took place September 26-28 in Columbus, Ohio. The award recognizes AMP member utilities which have had not time lost due to reportable accidents or injuries.

"Safety is a priority at AMP, and we commend the efforts of our members and congratulate Hillsdale BPU and all those who were recognized for their achievements," said Michelle Palmer, AMP Vice President of Technical Services and Compliance.

Hillsdale BPU prioritizes the safety of customers and employees in all of its operations. The municipal utility conducts year-round safety training to ensure that all utility employees are able to go home safe to their families every night.

"This AMP safety award is a testament to the safety briefings, training and exercises that we do on a regular basis," said Ken Keasal, Hillsdale BPU Safety Coordinator. "Our electrical department personnel have all bought-in to creating a strong culture of workplace safety and we're proud of their accomplishments."

LEDYARD RETIRED IN FEBRUARY

DPS Mechanic Lindsay Ledyard retired on February 2, 2023 after 10 and a half years of service to the City.

The City thanks him for all of his hard work and wishes him the very best in his retirement!

NEWELL RETIRED IN FEBRUARY

BPU Office Manager Kelley Newell retired in February after 23 years of service to the Hillsdale BPU.

The City and BPU thank her for all of her hard work and wishes her the very best in her retirement!

DEMOLITION OF HAZARDOUS STRUCTURE AT OWEN MEMORIAL PARK A PRECURSOR TO FUTURE PARK IMPROVEMENTS

The demolition of a dilapidated, two-story house located within the City of Hillsdale's Owen Memorial Park began the first week of January with the removal of asbestos siding.

The house at 280 Waterworks Dr, which came with the park property deeded to the City in 1960, has long been unoccupied and used as City storage space. In recent years, the City sought funding to demolish it due to the mold and mildew inside making it a danger to continue to use for storage. Razing the structure is the only feasible option, as deed restrictions prevent selling the home or using it for commercial purposes, and it has deteriorated past the point of rehabilitation.

In September 2021, Hillsdale's City Council approved an updated Baw Beese Park System Master Plan, and the demolition of this structure will serve as a precursor to future park improvements.



The City of Hillsdale, CAPA, & Elks Lodge 1575 Present



WINTER FEST

February 25, 1-5PM

Hillsdale High School, 30 S. Norwood Ave.

FREE EVENT!

MOST ACTIVITIES HELD INDOORS:

- Ice Skating Rink + Skates Provided
- 22-ft. Alpine Tubing Slide
- Horse & Carriage Rides
- Face Painting | 1-4PM
- Character Drawing | 1-4PM
- Food & Refreshments Available for Purchase



Thank you to all of our event sponsors!

City of Hillsdale EDC, Hillsdale Board of Public Utilities, CAPA, Elks Lodge 1575, Hillsdale Hospital, Hillsdale Community Foundation, Comcast, Michigan Gas Utilities, Point Rental and Sales

For more information visit www.cityofhillsdale.org, check us out on Facebook, or call (517) 437-6426.

The City of
HILLSDALE
MICHIGAN



CITY OF HILLSDALE
DEPARTMENT OF PUBLIC SERVICES
149 WATERWORKS AVENUE
HILLSDALE, MI 49242

(517) 437-6490 – Fax (517) 437-6496

Announcement

Spring 2023, Cemetery Clean-up Oak Grove & Lakeview Cemeteries

The annual spring cleanup of Lakeview and Oak Grove Cemeteries within the City of Hillsdale is scheduled to begin on Monday, March 13, 2023.

Seasonal and/or temporary decorations, grave blankets, loose items or any item determined by the City to be in poor condition will be discarded.

As a precaution, please remove items for safekeeping on or before Sunday, March 12, 2023.

New or returning items can be placed in either Lakeview or Oak Grove cemetery on or after Friday, March 31, 2023.

For more information, please contact the Department of Public Services @ 517-437-6490

2-13-23

To Whom it May Concern,

My name is: Amber Ridenour

45 Morry St.

Hillsdale, MI 49242

I am reaching out to the City Assessor to protest ^{and appeal} the Abatement that was assessed during our construction of our streets. I cannot attend this extra 5000.⁰⁰ of which I paid 500.⁰⁰ on ~~December~~ 5-2-22 Receipt # 769014.

I already pay 1702.⁰⁰ on taxes as it is.

I am taking care of my Autistic grandson that has severe anxiety, as well ^{As being disabled}; I have severe health issues, I have 7 stints in my heart I have another block and only way to fix is with open heart surgery because of all my stints. I have diabetes I take 3 types of insulin, I have High Blood pressure I take 3 types of pills for this, I have severe back issues I have Rods, screws, hooks wires in my back I go every 2 weeks to pain clinic for my back I am disabled. With the pandemic and all the prices of Everything going up I just don't have the money to afford this, I can barely pay regular property tax. I was told that if they didn't go over budget that this money could be less I know they didn't go over, they got done rather quickly I thought.

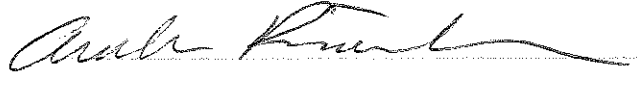
And now I see they are charging interest. Once again low income people are once looked.

I can produce Medical Records for everything that is wrong with me. If you want to see it. I can barely walk because of arthritis and Pain.

I don't know if I can appeal on state level but I need some relief.

I have to choose ~~between~~ between my bills and local or paying taxes and abatement I'm at the mercy of the Tax Tribunal asking them to please help me. I have been told by doctors that I need to NOT stress and that's all I do. All I know is I am a Senior and disabled caring for my disabled grandson and the cost for even living has gone through the roof. I ask again for some relief and to consider my protest and vote in my favor for some relief.

my protest is on the grounds I am disabled and a ^{Senior} take care of my disabled grandson. Sincerely,

I have severe health issues Amber Riderour
and with cost of everything I 

Just can't afford this.

45 Morry St. 2-13-23

I Can Submit Proof

Hillsdale, MI 49242

City of Hillsdale

Agenda Item Summary

Meeting Date: February 20, 2023

Agenda Item: New Business

SUBJECT: Adopt Resolution to Declare a Public Nuisance 61 S. Howell St.

BACKGROUND PROVIDED BY STAFF (Alan Beeker, Zoning Administrator):

Hillsdale Municipal code Section [14-33](#) provides that the code official shall present a recommendation to council for removal of a hazard or nuisance as defined by the code. Upon recommendation, council shall accept or reject such recommendation and, if council determines that a public hazard or nuisance exists, shall issue an order to the owner of the property requiring the owner to abate the hazard or nuisance within a time commensurate with the nature of the hazard or nuisance. If, at the expiration of the deadline set by council, the owner fails to correct the violations, council may order the violations corrected by city staff or by contract. The costs for such removal shall be born against the property as a special assessment, pursuant to Hillsdale City Charter, Section [11.4](#).

The property located at 61 S. Howell St. experienced a catastrophic structure fire on November 21, 2022. The property has been declared a hazard due to fire under the International Property Maintenance Code (IPMC). The owner has been notified of the requirement to make the property safe and abate all violations created by the fire. At this time the owner does not have a plan or the finances to do so. Code Enforcement staff is pursuing means to board and secure the property against rodent harborage.

Due to the hazards the property poses to the neighborhood, Code Enforcement staff is requesting Council to declare the structure located at 61 S. Howell St. a public nuisance and order the property owner to abate the public hazard, demolish the building or allow the City to complete the work at the owner's expense. (Pictures attached).

It is the recommendation of the code official that council adopt the resolution to declare the structure located at 61 S. Howell St. a public nuisance and to order abatement or demolition of the structure and authorize the expenditure of funds to complete the work. Notice must be given to the property owner of the date and time of the resolution adoption in order to protect their rights under the Due Process Clause of the Fourteenth Amendment.

CITY OF HILLSDALE, MICHIGAN

RESOLUTION NO. _____

A Resolution pursuant to Section 11.4 of the Hillsdale City Charter determining that: the lot located at 61 S HOWELL ST within the City of Hillsdale, Michigan and structures situated thereon are a public hazard or nuisance which is dangerous to the health or safety of the residents of the City or of those residing or habitually going near said lot and structures, in violation of Section 14-31 of the Hillsdale Municipal Code and otherwise in violation of applicable City ordinance; condemning the residential structure situated on the property; and ordering the abatement of the public nuisance created by the dangerous lot and structures.

WHEREAS the City has received a report from the Code Official dated December 22, 2022, indicating that the lot located at 61 S HOWELL ST within the City of Hillsdale, Michigan sustained a catastrophic fire on November 21, 2022 and is not being maintained in a clean, safe, secure, and sanitary condition, and that the structures located thereon are unsafe and dangerous for the reasons set forth in the report of the Code Official; and

WHEREAS the owner of the property was provided with a copy of the report of the Code Official along with a Notice of Violation issued by the Code Official dated December 22, 2022, giving notice to the owner of the property that the property was not in compliance with the requirements of applicable provisions of the Hillsdale Municipal Code regarding the maintenance of the property and the structures located thereon; and

WHEREAS the owner of the property failed to bring the property and the structures situated thereon into compliance with the requirements of the applicable Ordinances within the times provided in the Notices issued by the Code Official; and

WHEREAS the City Council has reviewed and considered the report and recommendation of the Code Official pursuant to Sections 14-32 through 14-34 of the Hillsdale Municipal Code and Section 11.4 of the Hillsdale City Charter.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council has determined, for the reasons set forth in the report of the Code Official dated December 22, 2022, a copy of which report is attached to this Resolution and incorporated herein by reference, that the property located at 61 S HOWELL ST in the City of Hillsdale, Michigan is not being maintained in a clean, safe, secure, and sanitary condition, and that the structures located thereon are unsafe and dangerous and thereby constitute a public hazard or nuisance which is dangerous to the health or safety of the residents of the City or of those residing or habitually going near said property and structures, in violation of Section 11.4 of the Hillsdale City Charter and Section 14-31 of the Hillsdale Municipal Code and otherwise in violation of applicable City ordinance.

IT IS FURTHER RESOLVED that the Code Official for the City is hereby directed to give notice to the owner of the property located at 61 S HOWELL ST of the determination of the City Council, said notice to include a duly executed copy of this Resolution along with a copy of

the attached report of the Code Official, with said notice further ordering the property owner to alter, repair, tear down, remove, or otherwise abate the public hazard or nuisance from the property within thirty (30) days of the date of the notice so as to remedy the unsafe and dangerous conditions identified in the report of the Code Official, with the notice to further provide that if the specified work required to abate the public hazard or nuisance as identified in the report of the Code Official is not completed within said thirty (30) day period, the Code Official or the Code Official's designated representative is ordered, in consultation with the City Attorney's Office, to take such steps as are necessary to carry out the requirements of the notice and charge the costs thereof against the property in accordance with the provisions of Sections 11.4 of the Hillsdale City Charter and Sections 14-35 and 14-36 of the Hillsdale Municipal Code.

ADOPTED IN OPEN COUNCIL MEETING THIS 20th DAY OF FEBRUARY, 2023.

Adam Stockford, Mayor

Katy Price, City Clerk



CITY OF HILLSDALE

97 N Broad St
Hillsdale, MI 49242
(517)437-6455
Fax (517)437-6448
codeenforcement@cityofhillsdale.org

Code Enforcement

Responsible Person(s)

Owner of Record:

SCOTT, TARA
61 S HOWELL ST
HILLSDALE, MI 49242

IPMC Notice of Violation

This is a notice of violation and order for correction under Section 107 of the International Property Maintenance Code as adopted by the City of Hillsdale.

Notice Date: 12/22/2022
Property Address: 61 S HOWELL ST
Enforcement Number: E2022-0351
Inspection Date: 12/02/2022
Type of Inspection: Complaint
Inspection Result: Violation(s)
Unresolved Violations:

- 108.1.5 DANGEROUS STRUCTURE OR PREMISES. FOR THE PURPOSE OF THIS CODE, ANY STRUCTURE OR PREMISES THAT HAS ANY OR ALL OF THE CONDITIONS OR DEFECTS DESCRIBED BELOW SHALL BE CONSIDERED DANGEROUS: 3. ANY PORTION OF A BUILDING, STRUCTURE OR APPURTENANCE THAT HAS BEEN DAMAGED BY FIRE, EARTHQUAKE, WIND, FLOOD, DETERIORATION, NEGLECT, ABANDONMENT, VANDALISM OR BY ANY OTHER CAUSE TO SUCH AN EXTENT THAT IT IS LIKELY TO PARTIALLY OR COMPLETELY COLLAPSE, OR TO BECOME DETACHED OR DISLODGED.
- INSPECTOR COMMENTS: NOTIFY OFFICE IMMEDIATELY WITH PLANS AND TIMELINE TO DEMOLISH STRUCTURE.

Correction Order: Correct the violations listed above within 30 days **(by 01/05/2023)** or by **any other deadline indicated**. The deadline for correction may be extended at the discretion of the inspector upon verification of reasonable progress.

IPMC Section 111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately

satisfied by other means. **Application forms for appeal are available from the code enforcement office or online at www.cityofhillsdale.org.**

IPMC Section 106.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed responsible for a municipal civil infraction, and the violation shall be deemed a strict liability offense. If the notice of violation is not completely complied with, the code official is authorized and empowered to issue a municipal civil infraction citation and to institute appropriate action through the office of the city attorney to obtain an order from a court of competent jurisdiction in a proceeding at law or in equity to: authorize entry to inspect a building, structure, or premises; restrain, correct or abate such violation; require the removal or termination of the unlawful occupancy of the building, structure, or premises; or to stop an illegal act, conduct, business, or utilization of such building, structure, or premises. The costs associated with any action taken by the code official shall be charged against the real estate upon which the building, structure, or premises is located and shall be a lien upon such real estate.



2022/12/02 17:09

006-427-435-03

61 S HOWELL ST

2022-12-02 FIRE_1



2022/12/02 17:09

006-427-435-03

61 S HOWELL ST

2022-12-02 FIRE



2022.11.30 12:15

006-427-435-03

61 S HOWELL ST

2022-11-30

CITY of
HILLSDALE



Code Enforcement

97 NORTH BROAD STREET
HILLSDALE, MICHIGAN 49242-1695
(517) 437-6455 FAX: (517) 437-6448
codeenforcement@cityofhillsdale.org

SCOTT, TARA
61 S HOWELL ST
HILLSDALE, MI 49242

January 18, 2023
NOTICE OF POSTING – UNFIT FOR HUMAN HABITATION
61 S HOWELL ST
NO OCCUPANCY OR USE ALLOWED

An inspection of this property found violations of the International Property Maintenance Code (IPMC) that affect the safety and welfare of occupants of this structure.

All occupants must vacate the premises immediately (by 11:59 p.m., 01/19/2023).

While vacant, the structure must be maintained to minimum standards in order to prevent blight. A complete list of the uncorrected violations is available upon request. Upon completion of all necessary repairs, including final inspection approval of any required trade permits obtained through the Hillsdale County Inspection Department, please contact the Code Enforcement Office at 437-6455 to submit an application for a new use and occupancy permit and schedule an inspection to verify compliance with the IPMC as adopted by the City of Hillsdale.

Please feel free to contact this office with any questions.

Kimberly Thomas
Assessor/Code Official

- Hillsdale Municipal Code (HMC)
- Sec. 6-66 (In part) Restrictions on issuance of permits and temporary permits of occupancy. No use or occupancy permit for any structure or premises may be issued to any applicant until the compliance of such structure or premises with the current provisions of the International Property Maintenance Code has been assured and determined by the code official, or his designee...

International Property Maintenance Code (IPMC)

City of Hillsdale - Code Enforcement

- Sec. 106.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed responsible for a municipal civil infraction, and the violation shall be deemed a strict liability offense. If the notice of violation is not completely complied with, the code official is authorized and empowered to issue a municipal civil infraction citation and to institute appropriate action through the office of the city attorney to obtain an order from a court of competent jurisdiction in a proceeding at law or in equity to: authorize entry to inspect a building, structure, or premises; restrain, correct or abate such violation; require the removal or termination of the unlawful occupancy of the building, structure, or premises; or to stop an illegal act, conduct, business, or utilization of such building, structure, or premises. The costs associated with any action taken by the code official shall be charged against the real estate upon which the building, structure, or premises is located and shall be a lien upon such real estate.
- IPMC Sec. 108.1 General. When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.
- 108.1.3 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.
- 108.5 Prohibited occupancy. Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.
- 111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Cc:

DANGER

This Structure Is Declared Unsafe
For Human Occupancy or Use.
It Is Unlawful For Any Person To
Use or Occupy This Building

After Jan. 19, 2023 .

Any Unauthorized Person Removing This Sign

WILL BE PROSECUTED

61 S. Howell

Address of Building

Alan Beeker

Code Official

Code IPMC

Art. 108

Sec. 1

Date 1/19/23

Refer to Ordinance No. HMC 6-66

Alan Beeker

From: Tara Scott <tara.scott@hillsdaleschools.org>
Sent: Monday, February 13, 2023 1:05 PM
To: Alan Beeker
Subject: RE: 61 S Howell

Yes I got some letters Friday. You don't have to declare anything. We will happily hand over the deed. There is no need for a public hearing. We can't afford the to tear down the house AND put a down payment on a new house, while paying rent while we are currently living. We're completely cooperative, we would just prefer if their isn't such a public spectacle.

My number is 517-212-5298, I have parent teacher conferences all week, so I am not available until after 5 pm or 7pm most days.

Sent from [Mail](#) for Windows

From: [Alan Beeker](#)
Sent: Monday, February 13, 2023 10:23 AM
To: Tara.Scott@hillsdaleschools.org
Cc: [David Mackie](#); [Kim Thomas](#)
Subject: 61 S Howell

Good Morning,

I wanted to reach out in the hopes of being able to connect and discuss the outcome of the structure fire at 61 S Howell. I left you a voicemail after receiving a voicemail from you in late January. I am sorry we did not connect at that time. Since I have not received any communication from you, the code enforcement office has asked Council to declare the structure a public nuisance which will allow the city to secure the structure against rodent harborage and squatting. The City then would proceed with the demolition of the structure. We would prefer to work with you as the owner in order to resolve the issues and abate the violations. Correspondence was mailed to you via USPS on Feb. 7, 2023 giving you information re: the public hearing. If you have not received that correspondence, the public hearing to declare the structure located at 61 S Howell a public nuisance will be held during the next regular Council meeting on Feb. 20, 2023 at 7 pm in the City Hall Council Chambers.

My direct phone number is below. If you have been attempting to reach me by phone, the voicemails have not been reaching me. I am hoping that email will work where phone calls have not.

Please let me know the best way to reach you or better, we could schedule an in-person meeting to try and resolve this issue.

Thank you for your time and help in resolving this matter in advance.

Alan Beeker
MCAT
MSU Certified
Zoning Administrator
517.437.6449



**City of Hillsdale
Agenda Item Summary**

Meeting Date: February 20, 2023

Agenda Item: Public Hearing

SUBJECT: Final Confirmation of Special Assessment District (SAD) Rolls
SAD 22-05 Uran Street
SAD 22-06 Howell Street – Lynwood Boulevard – Morry Street

BACKGROUND PROVIDED BY STAFF (Kimberly Thomas, Assessor with information provided by Kristin Bauer, City Engineer):

Council received plans for proposed street improvements at a meeting held February 21, 2022. The costs for these improvements were to be partially offset by special assessment to the specially benefitting property owners. An opportunity for all interested persons to be heard was given at a public meeting.

Council adopted resolutions 3489 (SAD 22-05) and 3490 (SAD 22-06) establishing the special assessment districts and directing the work to be completed. City policy for street improvement special assessments adopted February 15, 2021 splits the total cost of the project 50/50 between the City and the adjacent property owners, and limits the per parcel special assessment to no more than \$5,000. [Hillsdale Municipal Code Section 2-335](#) further limits the per parcel special assessment amount to no more than 25% of the value of the parcel. The first installments for these special assessments were billed in 2022 without interest. Some property owners chose to pay their assessments in full prior to September 1, 2022. Unpaid installments as of September 1 were added to the 2022 winter tax bills.

The City Engineer has now tallied the final costs of the projects and forwarded them to the Assessor for certification of the final assessments to be confirmed by Council. The breakdown for each district based on the final total costs are as follows:

District	Total Cost	50% of Total	# of Parcels in district	Per Parcel Share @ 50% of total	Actual District Share after applying per parcel maximum assessments	Actual % of Total Cost
22-05	\$241,535.19	\$120,767.60	8	\$15,095.95	\$35,700	15%
22-06	\$726,818.08	\$363,409.04	58	\$ 6,265.67	\$277,300	38%

The proposed final special assessment rolls and Assessor Certification are attached hereto. The total per parcel share for both districts exceeded \$5,000, so all parcels in that district were assessed at the lessor of \$5,000 or 25% of the property value.

Upon final confirmation of the special assessment rolls, the unpaid balance of the principal assessed to each parcel will be billed to the affected property owners with 60 days to pay without interest. Unpaid balances will be billed in up to 9 more annual installments with interest at a rate of 6% added beginning in 2023. A sample amortization table based on a \$5,000 assessment is attached hereto.

STAFF RECOMMENDATION:

1. Hold the public hearing as scheduled.
 - a. Direct the Clerk to make official record of the appearance and/or protest by property owners within the districts. Appearance may be in person, in writing, or by an authorized representative.
 - b. Appearance is required to preserve the property owners' rights to further appeal their assessments to the Michigan Tax Tribunal.
 - c. By City Charter, **Section 11.7. - Contested assessments.** Except and unless notice is given to the Council in writing of an intention to contest or enjoin the collection of any special assessment within thirty days after the date of the meeting of the Council at which the assessment roll is finally confirmed, which notice shall state the grounds on which the proceedings are to be contested, no suit or action of any kind shall be instituted or maintained for the purpose of contesting or enjoining the collection of such special assessment. Further, whether or not any public improvement is completed in any special assessment district, no owner of real property located in such district shall be entitled to commence any suit or action for the purpose of contesting or enjoining the collection of any such special assessment after he has received a benefit from the substantial completion of that portion of such public improvement for which he is assessed.
2. Resolutions to Confirm the Final Special Assessment Rolls. For each district, Council should carefully consider the resolutions prepared by staff and the attached special assessment rolls. Council may either:
 - a. Adopt the resolutions confirming the rolls as presented.
 - b. Make motion to correct or adjust individual assessments on the rolls and adopt the resolutions confirming the rolls as amended.
 - c. Table the issue and refer back to the Assessor with specific instructions for adjustment or correction of the roll and confirmation at a future meeting.

City of Hillsdale
Resolution # _____

A RESOLUTION TO CONFIRM THE FINAL SPECIAL ASSESSMENT ROLL FOR THE URAN STREET SPECIAL ASSESSMENT DISTRICT (SAD #22-05)

Whereas, the City Council of the City of Hillsdale created special assessment district 22-05, Uran Street, by resolution (3489) at a meeting held February 21, 2022; and

Whereas, the Council determined improvements within the City of Hillsdale to be necessary, said improvements to include road rehabilitation, and other appurtenances, by resolution (3489) at a meeting held February 21, 2022; and

Whereas, Hillsdale Municipal Code Section 2-335 specifies, "In no case shall the whole amount to be levied by special assessment upon any lot or premises for any improvement exceed 25 percent of the value of such lot or land as valued and assessed for state and county taxation in the last preceding ward tax roll;" and

Whereas, the Policy on Special Assessment Districts for Street Projects presented February 15, 2021 further provides, "The assessment for parcels within the SAD will be assessed as follows: 50% of the "final" total eligible project costs divided equally amongst all parcels within the defined SAD, not to exceed \$5,000 for one parcel;" and

Whereas, the final total cost of the Uran Street project as reported by the City Engineer was \$241,535.19; and

Whereas, the Assessor prepared and certified the special assessment roll based on the final total eligible project costs pursuant to the specifications contained within resolution (3489), subject to the limitations cited above; and

Whereas, the City Council of the City of Hillsdale received the roll and met to review said assessments, giving opportunity to be heard by all interested persons on February 20, 2023; and

Whereas, Council, having made a motion to approve the total amount to be defrayed as \$35,700;

Now therefore be it resolved, that the City Council of the City of Hillsdale does hereby confirm the Special Assessment Roll for Special Assessment District 22-05, Uran Street, as presented.

Passed in open Council this 20th day of February, 2023.

Adam Stockford, Mayor

Attest: _____
Katy Price, City Clerk

Special Assessment Roll for CITY OF HILLSDALE
Roll for Year 2022
Population: Special Assessment District (22-05)
Special Population Both Active and Inactive Parcels
As Of: 02/21/2022

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int
22-05 URAN STREET	30006-221-226-04 HILLSDALE, CITY OF 97 N BROAD ST HILLSDALE MI 49242	70.00 0.00	0.00		70.00	700.00 0.00
OUTLOT A	0.23A M/L HILLSDALE INDUSTRIAL PARK NO 2 SEC 21 T6S R3W SECOND WARD					
22-05 URAN STREET	30006-221-226-20 CONDON FAMILY LLC P O BOX 705 HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
COM SW COR LOT 19 TH S89°39'45"E 248.01 FT ALG S LN SD LOT (ALSO BEING N LN URAN ST) FOR POB TH N00°03'30"W 451.85 FT PAR WITH W LN SD LOT TO N LN SD LOT TH 89°39'45"E 352.54 FT ALG SD N LN TO E LN SD LOT TH S00°03'30"E 351.85 FT TH N89°39'45"W 100 FT TH S00°03'30"E 100 FT TO S LN SD LOT (N LN URAN ST) TH N89°39'45"W 252.54 FT ALG SD LN TO POB 3.43A M/L PRT LOT 19 HILLSDALE INDUSTRIAL PARK NO 2 SEC 21 T6S R3W SECOND WARD						
22-05 URAN STREET	30006-221-276-01 TWOZONE, LLC 221 INDUSTRIAL DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
BEG SE COR LOT 18 HILLSDALE IND PARK NO 2 TH N89°40'57"W 279.27 FT ALG S LN SD LOT TH N01°36'11"E 45.31 FT TH N15°48'57"W 130.47 FT TH N67°05'04"W 312.41 FT TO W LN SD LOT TH N00°03'30"W 205.9 FT ALG SD W LN TO N LN SD LOT TH S89°41'32"E 600.89 FT ALG SD N LN TO E LN SD LOT TH S00°04'25"E 496.69 FT ALG SD E LN TO POB 5.2A+/- PT LOT 18 HILLSDALE IND PARK NO 2 SEC 21 T6S R3W SECOND WARD IFT REHAB CERTIFICATE #2017-181, EXPIRES 12/30/2032 - FROZEN BLDG PARCEL #006-917-181-00; AS OF 12/31/2018 - WARD 2						
22-05 URAN STREET	30006-222-151-04 LITEX, INC 4590 SEQUANOTA RD CHARLEVOIX MI 49720	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 10 ALSO COM W4 COR SEC 22 TH N00°03'30"W 1330.97 FT ALG W LN HILLSDALE INDUSTRIAL PARK NO 1 TH S89°30'04"E ALG N LN LOT 9 SD PLAT TO NE COR SD LOT FOR POB TH S00°03'30"E 132 FT TO N LN LOT 10 TH S89°30'04"E 535.73 FT ALG SD N LN TH N00°03'30"W 132 FT TH W 535.7 FT +/- TO POB 3.4A+/- HILLSDALE INDUSTRIAL PARK NO 1 & UNPLATTED SEC 22 T6S R3W SECOND WARD AS OF 12/31/2018 - WARD 2						
22-05 URAN STREET	30006-222-151-06 ROGERS, DEWEY & ANGELA M 2860 DOTY RD OSSEO MI 49266	500.00 0.00	0.00		500.00	5,000.00 0.00
. W-2 COM ON NW COR OF LOT 9 TH E 166.35 FT THS 271.5 FT TH W 166.35 FT TH N 272 FT TO POB HILLSDALE INDUSTRIAL PARK 1 SECOND WARD AS OF 12/31/2018 - WARD 2						

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int
22-05 URAN STREET	30006-222-151-07 LENNOX, MICHAEL T & BRANDIE E 6960 LAKE PLEASANT RD OSSEO MI 49266	500.00 0.00	0.00		500.00	5,000.00 0.00
	BEG NE COR LOT 9 TH S00°03'30"E 270.13 FT ALG E LN SD LOT TO SE COR SD LOT TH N89°37'58"W 302.79 FT ALG S LN SD LOT TH N00°03'30"W 270.96 FT PAR W/ E LN SD LOT TO N LN SD LOT TH S89°28'32"E 302.8 FT ALG N LN SD LOT TO POB 1.9A+/- HILLSDALE INDUSTRIAL PARK NO 1 SEC 22 T6S R3W SECOND WARD					
	SPLIT ON 02/04/2020 FROM 006-222-151-05;					
22-05 URAN STREET	30006-222-151-08 LENNOX, MICHAEL T & BRANDIE E 6960 LAKE PLEASANT RD OSSEO MI 49266	500.00 0.00	0.00		500.00	5,000.00 0.00
	COM NE COR LOT 9 TH S00°03'30"E 270.13 FT ALG E LN SD LOT TO SE COR SD LOT TH N89°37'58"W 302.79 FT ALG S LN SD LOT FOR POB TH CONT ALG S LN N89°37'58"W 196.26 FT TH N00°03'30"E 271.5 FT PAR W/ E LN SD LOT TO N LN SD LOT TH S89°28'32"E 196.26 FT ALG SD N LN TH S00°03'30"E 270.96 FT PAR W/ E LN SD LOT TO POB 1.2A+/- HILLSDALE INDUSTRIAL PARK NO 1 SEC 22 T6S R3W SECOND WARD					
	SPLIT ON 02/04/2020 FROM 006-222-151-05;					
22-05 URAN STREET	30006-222-152-12 ESSEX SPECIALTY PRODUCTS P O 2899 WILMINGTON DE 19805	500.00 0.00	0.00		500.00	5,000.00 0.00
	LOT 1 EXC 100 FT N&S BY 100 FT E&W IN SE COR THEREOF ALSO LOTS 2-4 ALSO PRT LOTS 5 AND 7 COM NW COR LOT 7 TH E 260 FT ALG N LN SD LOT TH S 724.73 FT TH W 260 FT TH N 724.73 FT TO POB ALSO LOT 8 20.3A+/- HILLSDALE INDUSTRIAL PARK #1 SEC 22 T6S R3W SECOND WARD SPLIT/COMBINED ON 02/04/2019 FROM 006-222-152-01, 006-222-152-02, 006-222-152-08, 006-222-152-09, 006-222-152-11; INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE #2018-159 REAL NEW FACILITY BEG DEC 31, 2018 END DEC 30, 2032 PARCEL 006-918-159-00; INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE #2021-057 REAL NEW FACILITY BEG DEC 31, 2021 END DEC 30, 2033;					
	Total Parcels: 8	3,570.00	0.00		3,570.00	35,700.00 0.00

State of Michigan)

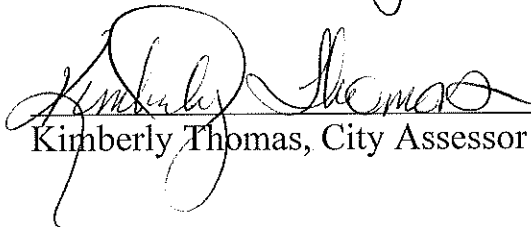
) ss

County of Hillsdale)

To the Common Council of the City of Hillsdale:

I hereby certify and report that the foregoing is the special assessment roll, and the assessment made pursuant to resolution #**3489** of the Council of the City adopted on **February 21, 2022** for the purpose of paying that part of the cost which the council decided should be paid and borne by special assessment for **street rehabilitation and other appurtenances for Uran Street between Arch Avenue and Industrial Drive, Special Assessment District #22-05**, that in making such assessment I have, as near as may be, and according to my best judgment, conformed in an all things to the directions contained in the Resolution of the Council herein referred to, and the Charter of the City relating to special assessment.

Dated: February 1, 2023


Kimberly Thomas, City Assessor

CITY OF HILLSDALE
RESOLUTION NO. 3489

A RESOLUTION TO APPROVE ESTABLISHMENT OF THE URAN STREET SPECIAL ASSESSMENT DISTRICT (SAD# 22-05).

Minutes of a regular meeting of the City Council of the City of Hillsdale, Hillsdale County Michigan, held in the City Hall, City Council Chambers, 97 North Broad Street, Hillsdale, Michigan, in said City, on February 21, 2022 at 7:00 p.m.

PRESENT: SOLHA, BRINER, VEAR, MMRISEY, STULHEU,
PRATT, ZELSER, STORKFORD

ABSENT: SHARP

The following preamble and resolution were offered by Councilperson VEAR and supported by Councilperson MMRISEY

WHEREAS, the City Council, by resolution 3489 at its February 21, 2022 regular meeting, deemed it necessary and declared its intention to construct improvements, including road rehabilitation and other appurtenances for Uran Street between Arch Avenue and Industrial Drive, and did provide a public hearing; and

NOW, THEREFORE, BE IT RESOLVED THAT,

1. That said public improvements be made and the City Manager be directed to proceed with the same.
2. That the plans, specifications and detailed estimates relating to said improvements, as filed with the City Clerk, be hereby approved and adopted and the City Manager is directed to take action necessary to accomplish the said improvements.
3. That the estimated total cost of said improvement is estimated to be \$320,000.
4. That \$35,700 of said estimated cost shall be defrayed by special assessment and \$284,300 shall be paid by major street funds.
5. That the said special assessment may be paid in ten (10) installments. The first installment shall be due and payable on or before August 31st, following the confirmation of said

special assessment roll, and one installment shall be due annually thereafter until paid in full. Interest shall be charged at a rate of six (6%) percent per annum on all unpaid installments after the initial due date. The balance, including interest, can be paid off at any time.

6. That the premiums upon which special assessments shall be levied, and which shall be hereafter known and designated as Special Assessment District #22-05, are described as follows:

Special Assessment Properties
Uran Street – Arch Ave. to Industrial Dr.

7. That the City Assessor is directed to prepare a Special Assessment Roll in accordance with this resolution.

AYES: 7

NAYS: 1

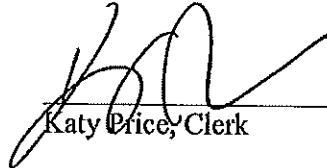
RESOLUTION DECLARED ADOPTED.

PASSED IN OPEN COUNCIL MEETING THIS 21ST DAY OF FEBRUARY 2022.



Adam Stockford, Mayor

ATTEST:



Katy Price, Clerk

NOTICE OF PUBLIC HEARING
CONFIRMATION OF FINAL SPECIAL ASSESSMENT
7:00 P.M. FEBRUARY 20, 2023 - URAN STREET IMPROVEMENTS

TO THE PERSONS AGAINST WHOM THE ASSESSMENT APPEARS, AND TO ALL OTHER PERSONS INTERESTED, TAKE NOTICE: THAT THE ROLL OF THE SPECIAL ASSESSMENT HERETOFORE MADE BY THE ASSESSOR FOR THE PURPOSE OF DEFRAYING THAT PART OF THE COST WHICH THE COUNCIL DECIDED SHOULD BE PAID AND BORNE BY SPECIAL ASSESSMENT FOR THE PROJECT IDENTIFIED IS NOW ON FILE IN MY OFFICE FOR PUBLIC INSPECTION.

PARCEL NO.	PROPERTY ADDRESS	OWNERS NAME	\$ AMOUNT
30006-221-226-04	201 URAN ST	HILLSDALE, CITY OF	700.00
30006-221-226-20	215 URAN ST	CONDON FAMILY LLC	5,000.00
30006-221-276-01	221 INDUSTRIAL DR	TWOZONE, LLC	5,000.00
30006-222-151-04	400 ARCH AVE	LITEX, INC	5,000.00
30006-222-151-06	187 URAN ST	ROGERS, DEWEY & ANGELA M	5,000.00
30006-222-151-07	175 URAN ST	LENNOX, MICHAEL T & BRANDIE E	5,000.00
30006-222-151-08	181 URAN ST	LENNOX, MICHAEL T & BRANDIE E	5,000.00
30006-222-152-12	190 URAN ST	ESSEX SPECIALTY PRODUCTS	5,000.00

NOTICE IS ALSO HEREBY GIVEN THAT THE COUNCIL AND ASSESSOR OF THE CITY OF HILLSDALE WILL MEET AT THE COUNCIL ROOM IN SAID CITY ON THE DATE AND TIME LISTED ABOVE TO REVIEW SAID ASSESSMENT, AT WHICH TIME AND PLACE OPPORTUNITY WILL BE GIVEN ALL PERSONS INTERESTED TO BE HEARD.

APPEARANCE AND PROTEST AT THIS HEARING IS REQUIRED TO APPEAL THE AMOUNT OF THE SPECIAL ASSESSMENT TO THE MICHIGAN TAX TRIBUNAL. APPEARANCE MAY BE MADE IN PERSON OR IN WRITING BY THE PROPERTY OWNER, THEIR REPRESENTATIVE, OR ANY OTHER PARTY IN INTEREST. WRITTEN APPEALS SHOULD BE ADDRESSED TO HILLSDALE CITY COUNCIL, C/O CITY CLERK, 97 N BROAD ST, HILLSDALE, MI 49242 AND MUST BE RECEIVED PRIOR TO ADJOURNMENT OF THE PUBLIC HEARING. BY CITY CHARTER, NOTICE MUST BE GIVEN TO COUNCIL IN WRITING OF AN INTENTION TO CONTEST OR ENJOIN THE COLLECTION OF THE SPECIAL ASSESSMENT WITHIN 30 DAYS AFTER CONFIRMATION, WHICH NOTICE SHALL STATE THE GROUNDS ON WHICH THE PROCEEDINGS ARE TO BE CONTESTED.

QUESTIONS MAY BE DIRECTED TO THE HILLSDALE CITY ASSESSOR BY CALLING (517)437-6456 OR BY EMAIL TO ASSESSOR@CITYOFHILLSDALE.ORG.

Amortization Table
 Special Assessment: 22-05 URAN STREET. Year Started: 2022
 Info for *Sample*, Declining Balance Method
 Current Principal: 5,000.00, APR Interest: 6.00000000

Period	Payment	Toward Interest	Toward Principal	Outstanding
2022	500.00	0.00	500.00	4,500.00
2023	770.00	270.00	500.00	4,000.00
2024	740.00	240.00	500.00	3,500.00
2025	710.00	210.00	500.00	3,000.00
2026	680.00	180.00	500.00	2,500.00
2027	650.00	150.00	500.00	2,000.00
2028	620.00	120.00	500.00	1,500.00
2029	590.00	90.00	500.00	1,000.00
2030	560.00	60.00	500.00	500.00
2031	530.00	30.00	500.00	0.00
	6,350.00	1,350.00	5,000.00	

** THIS AMORTIZATION TABLE DISPLAYS A SCHEDULE OF PAYMENTS BASED ON THE NUMBER OF YEARS,
 ** STARTING YEAR, AND INTEREST RATE OF SPECIAL ASSESSMENT DISTRICT 22-05 (URAN STREET).
 ** IT DOES NOT TAKE INTO CONSIDERATION PAYOFFS OR ADVANCE PAYMENTS

City of Hillsdale Resolution # _____

A RESOLUTION TO CONFIRM THE FINAL SPECIAL ASSESSMENT ROLL FOR THE URAN STREET SPECIAL ASSESSMENT DISTRICT (SAD #22-06)

Whereas, the City Council of the City of Hillsdale created special assessment district 22-06, Morry Street, East and West Lynwood Boulevard, and South Howell Street by resolution (3490) at a meeting held February 21, 2022; and

Whereas, the Council determined improvements within the City of Hillsdale to be necessary, said improvements to include road rehabilitation, and other appurtenances, by resolution (3490) at a meeting held February 21, 2022; and

Whereas, Hillsdale Municipal Code Section 2-335 specifies, “In no case shall the whole amount to be levied by special assessment upon any lot or premises for any improvement exceed 25 percent of the value of such lot or land as valued and assessed for state and county taxation in the last preceding ward tax roll;” and

Whereas, the Policy on Special Assessment Districts for Street Projects presented February 15, 2021 further provides, “The assessment for parcels within the SAD will be assessed as follows: 50% of the “final” total eligible project costs divided equally amongst all parcels within the defined SAD, not to exceed \$5,000 for one parcel;” and

Whereas, the final total cost of the Morry Street, East and West Lynwood Boulevard, and South Howell Street project as reported by the City Engineer was \$726,818.08; and

Whereas, the Assessor prepared and certified the special assessment roll based on the final total eligible project costs pursuant to the specifications contained within resolution (3490), subject to the limitations cited above; and

Whereas, the City Council of the City of Hillsdale received the roll and met to review said assessments, giving opportunity to be heard by all interested persons on February 20, 2023; and

Whereas, Council, having made a motion to approve the total amount to be defrayed as \$277,300;

Now therefore be it resolved, that the City Council of the City of Hillsdale does hereby confirm the Special Assessment Roll for Special Assessment District 22-06, Morry Street, East and West Lynwood Boulevard, and South Howell Street as presented.

Passed in open Council this 20th day of February, 2023.

Adam Stockford, Mayor

Attest: _____
Katy Price, City Clerk

Roll for Year 2022
Population: Special Assessment District (22-06)
Special Population Both Active and Inactive Parcels
As Of: 02/21/2022

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int
22-06 MORRY/LYNWOOD/S H MURRAY, JAMES D & PATSY MARGARET 57 W LYNWOOD BLVD HILLSDALE MI 49242	30006-334-204-15	500.00 0.00	0.00		500.00	5,000.00 0.00
LOTS 86-87 3	0.32A+/- LYNWOOD PKWY SEC 34 T6S R3W THIRD WARD AS OF 12/31/2018 - WARD					
22-06 MORRY/LYNWOOD/S H MURRAY, JAMES D & PATSY MARGARET 57 W LYNWOOD BLVD HILLSDALE MI 49242	30006-334-204-16	390.00 0.00	0.00		390.00	3,900.00 0.00
LOTS 88-89 3	0.32A+/- LYNWOOD PKWY SEC 34 T6S R3W THIRD WARD AS OF 12/31/2018 - WARD					
22-06 MORRY/LYNWOOD/S H GILCHRIST, SARAH E 182 REA ST HILLSDALE MI 49242	30006-334-204-18	500.00 0.00	0.00		500.00	5,000.00 0.00
S½ LOTS 90-91 WARD 3	0.16A+/- LYNWOOD PKWY SEC 34 T6S R3W THIRD WARD AS OF 12/31/2018 -					
22-06 MORRY/LYNWOOD/S H HART, BERNIECE 569 HERRICKSVILLE RD TEKONSHA MI 49092	30006-334-204-19	450.00 0.00	0.00		450.00	4,500.00 0.00
W-3 LOTS 80, 81 & 82 LYNWOOD PARKWAY THIRD WARD AS OF 12/31/2018 - WARD 3						
22-06 MORRY/LYNWOOD/S H ONE STEP MINISTRIES SOUTH CENTRAL 70 GOODRICH AVE HILLSDALE MI 49242	30006-334-204-20	500.00 0.00	0.00		500.00	5,000.00 0.00
W-3 LOTS 69, 70, 83, 84 & 85 LYNWOOD PARKWAY THIRD WARD AS OF 12/31/2018 - WARD 3						
22-06 MORRY/LYNWOOD/S H RINGMAN, JOYCE E 83 W LYNWOOD BLVD HILLSDALE MI 49242	30006-334-204-24	500.00 0.00	0.00		500.00	5,000.00 0.00
W-3 LOTS 75 & 76 EXC THE E 10 FT OF SD LOTS LYNWOOD PARKWAY THIRD WARD AS OF 12/31/2018 - WARD 3						
22-06 MORRY/LYNWOOD/S H LADD, VICTORIA 81 W LYNWOOD BLVD HILLSDALE MI 49242	30006-334-204-26	500.00 0.00	0.00		500.00	5,000.00 0.00
W-3 LOT NO 77, E 10 FT OF LOT 75 & 76 & W 20 FT OF LOT 78 LYNWOOD PARKWAY THIRD WARD AS OF 12/31/2018 - WARD 3						

Roll for Year 2022
Population: Special Assessment District (22-06)
Special Population Both Active and Inactive Parcels
As Of: 02/21/2022

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int
22-06 MORRY/LYNWOOD/S H HANDY, MARY ANNE 77 W LYNWOOD BLVD HILLSDALE MI 49242	30006-334-204-27	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 79 ALSO E 30 FT LOT 78 OF 12/31/2018 - WARD 3	0.25A+/- LYNWOOD PARKWAY SEC 34 T6S R3W THIRD WARD AS					
22-06 MORRY/LYNWOOD/S H GRANT, MARGARET 27 W LYNWOOD BLVD HILLSDALE MI 49242	30006-334-205-10	500.00 0.00	0.00		500.00	5,000.00 0.00
. W3 LOTS 94 & 95, LYNWOOD PARKWAY THIRD WARD.	AS OF 12/31/2018 - WARD 3					
22-06 MORRY/LYNWOOD/S H NETLEY, MARY 25 W LYNWOOD BLVD HILLSDALE MI 49242	30006-334-205-11	500.00 0.00	0.00		500.00	5,000.00 0.00
. W3 LOT 96, LYNWOOD PARKWAY THIRD WARD.	AS OF 12/31/2018 - WARD 3					
22-06 MORRY/LYNWOOD/S H PACHOUD, JEROME E & LYNNE M 62 CHARLES ST HILLSDALE MI 49242	30006-334-205-12	500.00 0.00	0.00		500.00	5,000.00 0.00
. W3 LOT 97 & 98, LYNWOOD PARKWAY THIRD WARD.	AS OF 12/31/2018 - WARD 3					
22-06 MORRY/LYNWOOD/S H HERBENER, SEIBRA S LIVING TRUST 10 WOODLAND DR HILLSDALE MI 49242	30006-334-205-13	180.00 0.00	0.00		180.00	1,800.00 0.00
. W3 LOT 99, LYNWOOD PARKWAY THIRD WARD.	AS OF 12/31/2018 - WARD 3					
22-06 MORRY/LYNWOOD/S H HERBENER, SEIBRA S LIVING TRUST 10 WOODLAND DR HILLSDALE MI 49242	30006-334-205-14	500.00 0.00	0.00		500.00	5,000.00 0.00
LOTS 100 & 101 - WARD 3	0.32A+/- LYNWOOD PARKWAY SEC 34 T6S R3W THIRD WARD AS OF 12/31/2018					
22-06 MORRY/LYNWOOD/S H WEBBER, DRUCILLA L 82 W LYNWOOD BLVD HILLSDALE MI 49242	30006-334-206-02	500.00 0.00	0.00		500.00	5,000.00 0.00

BEG NW COR LOT 13 TH N89°57'E ALG S LN LYNWOOD BLVD 111.73 FT TH S 175.25 FT TH S89°57'W 36.58 FT TH N23°13'05"W 190.62 FT TO POB 0.3A M/L W¼ LOT 12 AND NE DIAGONAL ¼ LOT 13 OSBORNES REPLAT LYNWOOD TERRACE SEC 27 T6S R3W THIRD WARD

Roll for Year 2022
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Special Population Both Active and Inactive Parcels
As Of: 02/21/2022

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int
22-06 MORRY/LYNWOOD/S 76 W LYNWOOD BLVD HILLSDALE MI 49242	30006-334-206-04 H REYNOLDS, AMBER	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 10	0.29A M/L OSBORN'S REPLAT LYNWOOD TERRACE SEC 34 T6S R3W THIRD WARD					
22-06 MORRY/LYNWOOD/S 188 GRACE ST HILLSDALE MI 49242	30006-334-206-16 H FOUST, JEFFREY & LAURIE	500.00 0.00	0.00		500.00	5,000.00 0.00
.	W-3 LOTS 8 AND 9 OF OSBORN'S REPLAT OF LYNWOOD TERRACE THIRD WARD AS OF 12/31/2018 - WARD 3					
22-06 MORRY/LYNWOOD/S 78 W LYNWOOD BLVD HILLSDALE MI 49242	30006-334-206-18 H SCHEBOR, FRED A & MICHELLE M	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 11 AND E½ LOT 12 ALSO LOT 16 AND E½ LOT 15 ALSO N½ ABANDONED LEROY ST LYING S OF AND ADJ TO SD LOT 16 AND E½ LOT 15 OSBORN'S REPLAT LYNWOOD TERRACE SEC 34 T6S R3W THIRD WARD COMBINED ON 08/01/2016 FROM 006-334-206-03, 006-334-206-15;						
22-06 MORRY/LYNWOOD/S 4931 W HALLETT RD HILLSDALE MI 49242	30006-334-207-04 H ELLIOTT, FRANCIS B	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 4	0.29A M/L OSBORN'S REPLAT LOTS 128-130 AND PRT LOTS 131-132 AND PRT 'YPSI RD' LYNWOOD TERRACE SEC 34 T6S R3W THIRD WARD					
22-06 MORRY/LYNWOOD/S 34 W LYNWOOD BLVD HILLSDALE MI 49242	30006-334-207-05 H KEIL, KATHRYN E	500.00 0.00	0.00		500.00	5,000.00 0.00
.	W3 N 1/2 LOTS 2 & 3 OSBORN'S REPLAT OF LYNWOOD TERRACE THIRD WARD. AS OF 12/31/2018 - WARD 3					
22-06 MORRY/LYNWOOD/S 42 W LYNWOOD BLVD HILLSDALE MI 49242	30006-334-207-14 H COX, KENNETH R SR & CHERYL L	500.00 0.00	0.00		500.00	5,000.00 0.00
LOTS 5 & 6	0.59A+/- OSBORN'S REPLAT LOTS 128-132 LYNWOOD TERRACE SEC 34 T6S R3W THIRD WARD AS OF 12/31/2018 - WARD 3					
22-06 MORRY/LYNWOOD/S 12 W LYNWOOD BLVD HILLSDALE MI 49242	30006-334-210-04 H SMITH, MARTHA J	500.00 0.00	0.00		500.00	5,000.00 0.00
BEG NW COR LOT 133 TH E 100 FT TO A PT 120 FT W OF NE COR SD LOT TH S 146.25 FT TH W 100 FT TH N 146.25 FT TO POB 0.34A+/- LYNWOOD TERRACE SEC 34 T6S R3W FOURTH WARD (REDISTRICTED FROM THIRD WARD) AS OF 12/31/2018 - WARD 4						

Roll for Year 2022
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Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int
22-06 MORRY/LYNWOOD/S H PALACIOS, TIMOTHY R SR & JUDIE K 8 W LYNWOOD BLVD HILLSDALE MI 49242	30006-334-210-05	500.00 0.00	0.00		500.00	5,000.00 0.00
COM NE COR LOT 133 TH W 60 FT FOR POB TH S 146.25 FT W 60 FT N 146.25 FT E 60 FT TO POB 0.2A+/- LYNWOOD TERRACE 18 - WARD 4	SEC 34 T6S R3W FOURTH WARD (REDISTRICTED FROM THIRD WARD) AS OF 12/31/20					
22-06 MORRY/LYNWOOD/S H ROBISON, SARA 30 W LYNWOOD BLVD HILLSDALE MI 49242	30006-334-210-34	500.00 0.00	0.00		500.00	5,000.00 0.00
. W-3 COM 10 FT E OF NW COR LOT 131 TH E 100 FT TH S 200 FT TH W 100 FT TH N 200 FT TO POB. LYNWOOD TERRACE THIRD WARD	AS OF 12/31/2018 - WARD 4					
22-06 MORRY/LYNWOOD/S H MOREHEAD, BARBARA J 18 W LYNWOOD BLVD HILLSDALE MI 49242	30006-334-210-35	500.00 0.00	0.00		500.00	5,000.00 0.00
N 200 FT LOT 132 & E 5 FT N 200 FT LOT 131 EXC E 100 FT THEREOF 0.57A+/- LYNWOOD TERRACE SEC 34 T6S R3W FOURTH WARD (REDISTRICTED FROM THIRD WARD)	AS OF 12/31/2018 - WARD 4					
22-06 MORRY/LYNWOOD/S H BAILEY, JUDY L 1911 PARKWOOD WAY JACKSON MI 49203	30006-334-210-36	500.00 0.00	0.00		500.00	5,000.00 0.00
. W-3 COM AT NE COR LOT 132, TH W 100 FT, TH S 200 FT, TH E 100 FT, TH N 200 FT TO POB LYNWOOD TERRACE THIRD WARD	AS OF 12/31/2018 - WARD 4					
22-06 MORRY/LYNWOOD/S H LASH, TORY 7 E LYNWOOD BLVD HILLSDALE MI 49242	30006-334-226-17	500.00 0.00	0.00		500.00	5,000.00 0.00
. W3 LOTS 106 & 107, LYNWOOD PARKWAY THIRD WARD.	AS OF 12/31/2018 - WARD 4					
22-06 MORRY/LYNWOOD/S H SIGNOR, TERESA 9 E LYNWOOD BLVD HILLSDALE MI 49242	30006-334-226-18	500.00 0.00	0.00		500.00	5,000.00 0.00
COM SE COR LOT 107 LYNWOOD PKWY TH N 138 FT TH E 101 FT TH S 138 FT TO LYNWOOD BLVD TH W 101 FT TO POB 0.32A+/- UNPLATTED SEC 34 T6S R3W FOURTH WARD (REDISTRICTED FROM THIRD WARD) AS OF 12/31/2018 - WARD 4						

Roll for Year 2022
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22-06 MORRY/LYNWOOD/S H HEADWATERS HEALTH FOUNDATION 168 S HOWELL ST HILLSDALE MI 49242	30006-334-227-02	500.00 0.00	0.00		500.00	5,000.00 0.00
. W-3 THAT PART OF NE 1/4 NE 1/4 SEC 34, T6S R3W, LYING S OF HALLETT ST, W OF HOWELL ST, N OF LYNWOOD BLVD & E OF MANNING ST, EXC A PCL OF LAND OUT OF THE SE COR OF ABV DESCRIPTION, 200 FT N & S BY 150 FT E & W UNPLATED THIRD WARD. SUBJ TO EASEMENT 1468//82 AS OF 12/31/2018 - WARD 4						
22-06 MORRY/LYNWOOD/S H HILLSDALE COMMUNITY HEALTH CENTER 168 S HOWELL ST HILLSDALE MI 49242	30006-334-227-03	500.00 0.00	0.00		500.00	5,000.00 0.00
. W-3 BEG AT INT OF N LN OF LYNWOOD BLVD & TREW LN OF HOWELL ST, TH N ALG W LN HOWELL ST 200 FT, TH W PARL TO N LN LYNWOOD BLVD 150 FT, TH S 200 FT TO N LN OF LYNWOOD BLVD, TH E ALG N LN OF LYNWOOD BLVD 150 FT TO POB UNPLATED THIRD WARD. AS OF 12/31/2018 - WARD 4						
22-06 MORRY/LYNWOOD/S H WOOD, DEBORAH J ETAL 4 E LYNWOOD BLVD HILLSDALE MI 49242	30006-334-228-02	500.00 0.00	0.00		500.00	5,000.00 0.00
. W3 LOTS 3, 4, & 5 LYNWOOD TERRACE THIRD WARD. AS OF 12/31/2018 - WARD 4						
22-06 MORRY/LYNWOOD/S H STAELENS, DIANE L 6 E LYNWOOD BLVD HILLSDALE MI 49242	30006-334-228-03	500.00 0.00	0.00		500.00	5,000.00 0.00
. W3 LOTS 6, 7, & 8, LYNWOOD TERRACE THIRD WARD. AS OF 12/31/2018 - WARD 4						
22-06 MORRY/LYNWOOD/S H DERR, DARRELL 34 E LYNWOOD BLVD HILLSDALE MI 49242	30006-334-229-01	500.00 0.00	0.00		500.00	5,000.00 0.00
. W3 LOTS 11, 12, 13, LYNWOOD TERRACE THIRD WARD. AS OF 12/31/2018 - WARD 4						
22-06 MORRY/LYNWOOD/S H WHEDON, ERIC E & LAUREN L 36 E LYNWOOD BLVD HILLSDALE MI 49242	30006-334-229-02	500.00 0.00	0.00		500.00	5,000.00 0.00
. W3 LOTS 14, 15 & 16, LYNWOOD TERRACE THIRD WARD. AS OF 12/31/2018 - WARD 4						
22-06 MORRY/LYNWOOD/S H GOCHANOUR, HEIDI 38 E LYNWOOD BLVD HILLSDALE MI 49242	30006-334-229-03	500.00 0.00	0.00		500.00	5,000.00 0.00
. W3 LOTS 17 & 18, LYNWOOD TERRACE THIRD WARD. AS OF 12/31/2018 - WARD 4						

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22-06 MORRY/LYNWOOD/S H HILLSDALE COMMUNITY HEALTH CENTER 168 S HOWELL ST HILLSDALE MI 49242	30006-334-230-01	295.00 0.00	0.00		295.00	2,950.00 0.00
. W3 LOTS 21-22-23 LYNWOOD TERRACE THIRD WARD.	AS OF 12/31/2018 - WARD 4					
22-06 MORRY/LYNWOOD/S H HERBENER, SEIBRA S LIVING TRUST 10 WOODLAND DR HILLSDALE MI 49242	30006-334-230-02	500.00 0.00	0.00		500.00	5,000.00 0.00
. W3 LOTS 24, 25, 26, & 27 LYNWOOD TERRACE THIRD WARD.	AS OF 12/31/2018 - WARD 4					
22-06 MORRY/LYNWOOD/S H RIDENOUR, AMBER C 45 MORRY ST HILLSDALE MI 49242	30006-334-230-05	500.00 0.00	0.00		500.00	5,000.00 0.00
LOTS 41-44 LYNWOOD TERRACE THIRD WARD.	AS OF 12/31/2018 - WARD 4					
22-06 MORRY/LYNWOOD/S H HERBENER, SEIBRA S LIVING TRUST 10 WOODLAND DR HILLSDALE MI 49242	30006-334-230-10	500.00 0.00	0.00		500.00	5,000.00 0.00
LOTS 38-40 0.24A+/- LYNWOOD TERRACE WARD) AS OF 12/31/2018 - WARD 4	SEC 34 T6S R3W FOURTH WARD (REDISTRICTED FROM THIRD WARD)					
22-06 MORRY/LYNWOOD/S H NEUKOM, ALBERT JR/HERBENER, LYNN 1440 S HILLSDALE RD HILLSDALE MI 49242	30006-334-230-11	500.00 0.00	0.00		500.00	5,000.00 0.00
LOTS 28 & 29 LYNWOOD TERRACE SEC 34 T6S R3W AS OF 12/31/2018 - WARD 4						
22-06 MORRY/LYNWOOD/S H NEUKOM, ALBERT JR/HERBENER, LYNN 1440 S HILLSDALE RD HILLSDALE MI 49242	30006-334-230-12	195.00 0.00	0.00		195.00	1,950.00 0.00
. W-3 LOTS 30 AND 31 LYNWOOD TERRACE THIRD WARD.	AS OF 12/31/2018 - WARD 4					
22-06 MORRY/LYNWOOD/S H HOTZE PROPERTIES LLC 5913 KELLOGG AVE MINNEAPOLIS MN 55424	30006-334-230-13	500.00 0.00	0.00		500.00	5,000.00 0.00
LOTS 32-37 LYNWOOD TERRACE FOURTH WARD	AS OF 12/31/2018 - WARD 4					
22-06 MORRY/LYNWOOD/S H MCGOWAN, FRANK & APRIL 42 MORRY ST HILLSDALE MI 49242	30006-334-231-07	500.00 0.00	0.00		500.00	5,000.00 0.00
. W3 LOTS 114, 115 & 116, LYNWOOD TERRACE THIRD WARD.	AS OF 12/31/2018 - WARD 4					

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22-06 MORRY/LYNWOOD/S H BADE, ROBERT 46 MORRY ST HILLSDALE MI 49242	30006-334-231-17	500.00 0.00	0.00		500.00	5,000.00 0.00
. W-3 LOTS 117, 118, 119, 120, 121 & 122 LYNWOOD TERRACE THIRD WARD AS OF 12/31/2018 - WARD 4						
22-06 MORRY/LYNWOOD/S H HILLSDALE, CITY OF 97 N BROAD ST HILLSDALE MI 49242	30006-334-231-19	220.00 0.00	0.00		220.00	2,200.00 0.00
LOTS 123-127 (THIRD WARD)	0.36A M/L LYNWOOD TERRACE SEC 34 T6S R3W			FOURTH WARD (REDISTRICATED FROM		
22-06 MORRY/LYNWOOD/S H FRISTIK, DAVID R JR 155 S HOWELL ST HILLSDALE MI 49242	30006-435-101-02	500.00 0.00	0.00		500.00	5,000.00 0.00
COM 90.75 FT S OF NW COR SEC 35 TH S 57.75 FT TH E 179.4375 FT M/L TO PT MIDWAY B/W HOWELL AND BUDLONG STS TH N 57.75 FT TH W TO POB W/ AND SUBJ TO DR ESMT 0.24A M/L UNPLATTED SEC 35 T6S R3W FOURTH WARD						
22-06 MORRY/LYNWOOD/S H LAWSON, JOSHUA MARK & AMELIA GRACE 159 S HOWELL ST HILLSDALE MI 49242	30006-435-101-03	500.00 0.00	0.00		500.00	5,000.00 0.00
COM 148.5 FT S OF NW COR SEC 35 TH S 57.75 FT TH E 179.4375 FT TH N 57.75 FT TH W 179.4375 FT TO POB 0.23A+/- UNPLATTED (LOT 3 FULLERS PROPOSED PLAT UNRECORDED) SEC 35 T6S R3W FOURTH WARD AS OF 12/31/2018 - WARD 4						
22-06 MORRY/LYNWOOD/S H COLE, H KENNETH & BRENDA A 163 S HOWELL ST HILLSDALE MI 49242	30006-435-101-04	500.00 0.00	0.00		500.00	5,000.00 0.00
W-4 51'01" W 19.82 FT TH N 72 DEG 01'30" W 50.08 FT TH N 87 DEG 54'00" W 79.04 FT TH N 64.92 FT TO POB PART W 1/2 NW 1/4 SEC 35 T6S R3W UNPLATTED FOURTH WARD AS OF 12/31/2018 - WARD 4						
22-06 MORRY/LYNWOOD/S H ROGERS, MICHELLE L 167 S HOWELL ST HILLSDALE MI 49242	30006-435-101-05	500.00 0.00	0.00		500.00	5,000.00 0.00
COM NW COR SEC 35 TH S ALG W SEC LN 264 FT FOR POB TH E 179.44 FT TH S 76.89 FT TH W 179.44 FT TH N 76.89 FT TO POB EXC COM SD NW COR SEC 35 TH S ALG W SEC LN 206.25 FT TH E 33 FT TH S 57.75 FT FOR POB TH E 146.44 FT TH S 25.47 FT TH S89°51'01"W 19.82 FT TH N72°01'30"W 50.08 FT TH N 87°54'00"W 79.04 FT TH N 7.17 FT POB 0.32A+/- SEC 35 T6S R3W UNPLATTED FOURTH WARD AS OF 12/31/2018 - WARD 4						

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22-06 MORRY/LYNWOOD/S H TAPPEN, DAVID D 171 S HOWELL ST HILLSDALE MI 49242	30006-435-101-06	500.00 0.00	0.00		500.00	5,000.00 0.00
COM 340.89 FT S OF NW COR SEC 35 TH E 181.5 FT TH W 66 FT TO POB UNPLATTED SEC 35 T6S R3W FOURTH WARD				0.28A+/-		
22-06 MORRY/LYNWOOD/S H PADGET, NATHAN LEE & TONYA RENEE 4494 STATE RD HILLSDALE MI 49242	30006-435-101-07	500.00 0.00	0.00		500.00	5,000.00 0.00
. W-4 COM AT A PT IN W LN SEC 35 IN CTR HOWELLST 406.89 FT S OF NW COR SEC 35 RNG TH S 66 FT TH E 181.5 FT TH N 66 FT TH W 181.5 FT TO POB. UNPLATTED FOURTH WARD AS OF 12/31/2018 - WARD 4						
22-06 MORRY/LYNWOOD/S H YINGER, ERIC R 177 S HOWELL ST HILLSDALE MI 49242	30006-435-101-08	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 COM 472.89 FT S OF NW COR SEC 35, TH S 57.75 FT, TH E 181.5 FT, TH N 57.75 FT, TH W 181.5 FT TO POB. PART W 1/2 NW 1/4 SEC 35, T6S R3W UNPLATTED FOURTH WARD AS OF 12/31/2018 - WARD 4						
22-06 MORRY/LYNWOOD/S H BEAVERS, JEFFERY L & APRIL S 203 S HOWELL ST HILLSDALE MI 49242	30006-435-101-11	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 COM ON E LN HOWELL ST & N LN MC CALLS ADDN TH N 70 FT TH E 148.5 FT TH S 70 FT TH W 148.5 FT TO POB. PART OF W 1/2 NW 1/4 SEC 35 T6S R3W UNPLATTED FOURTH WARD AS OF 12/31/2018 - WARD 4						
22-06 MORRY/LYNWOOD/S H LOREN, MATTHEW L 207 S HOWELL ST HILLSDALE MI 49242	30006-435-101-12	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 LOT 9 & N1/2 LOT 8 MC CALL'S ADD FOURTH WARD. AS OF 12/31/2018 - WARD 4						
22-06 MORRY/LYNWOOD/S H CARPENTIER, JEREMY K 209 S HOWELL ST HILLSDALE MI 49242	30006-435-101-13	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 N1/2 LOT 6 LOT 7 S1/2 LOT 8 MCCALL'S ADD FOURTH WARD. AS OF 12/31/2018 - WARD 4						
22-06 MORRY/LYNWOOD/S H TODD, GREGORY 211 S HOWELL ST HILLSDALE MI 49242	30006-435-101-14	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 N 22.93 FT OF LOT 4 ALL LOT 5 & S 25 FT OF LOT 6 MC CALL'S ADD FOURTH WARD. AS OF 12/31/2018 - WARD 4						

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22-06 MORRY/LYNWOOD/S H MULLALLY, WILLIAM J REV LYG TRUST 213 S HOWELL ST HILLSDALE MI 49242	30006-435-101-15	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 N 20.86 FT LOT 2 ALL LOT 3 & S 27.07 FT LOT 4 MC CALL'S ADD FOURTH WARD. - WARD 4				AS OF 12/31/2018		
22-06 MORRY/LYNWOOD/S H PRESTON, DOUGLAS G II & NANCY AC 215 S HOWELL ST HILLSDALE MI 49242	30006-435-101-16	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 LOT 1 & S 29.14 FT OF LOT 2 MC CALL'S ADD FOURTH WARD. - WARD 4				AS OF 12/31/2018 - WARD 4		
22-06 MORRY/LYNWOOD/S H HERBENER, SEIBRA S LIVING TRUST 10 WOODLAND DR HILLSDALE MI 49242	30006-435-101-30	500.00 0.00	0.00		500.00	5,000.00 0.00
. W-4 COM AT A POINT 530.64 FT S OF NW COR W 1/2 NW 1/4 TH E 181.5 FT TH S 256.05 FT TH W 181.5 FT TH N 256.05 FT TO POB EXC W 33 FT FOR STREET. PART W 1/2 NW 1/4 SEC 35 T6S R3W UNPLATED FOURTH WARD AS OF 12/31/2018 - WARD 4						
Total Parcels: 58		27,730.00 0.00	0.00		27,730.00	277,300.00 0.00

State of Michigan)

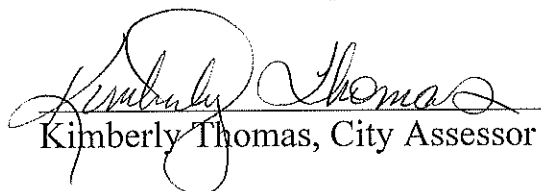
) ss

County of Hillsdale)

To the Common Council of the City of Hillsdale:

I hereby certify and report that the foregoing is the special assessment roll, and the assessment made pursuant to resolution #3490 of the Council of the City adopted on **February 21, 2022** for the purpose of paying that part of the cost which the council decided should be paid and borne by special assessment for **street rehabilitation and other appurtenances for Morry Street, East and West Lynwood Boulevard and South Howell Street, Special Assessment District #22-06**, that in making such assessment I have, as near as may be, and according to my best judgment, conformed in an all things to the directions contained in the Resolution of the Council herein referred to, and the Charter of the City relating to special assessment.

Dated: February 1, 2023


Kimberly Thomas, City Assessor

CITY OF HILLSDALE
RESOLUTION NO. 3490

A RESOLUTION TO APPROVE ESTABLISHMENT OF THE MORRY, LYNWOOD, S HOWELL STREET SPECIAL ASSESSMENT DISTRICT (SAD# 22-06).

Minutes of a regular meeting of the City Council of the City of Hillsdale, Hillsdale County Michigan, held in the City Hall, City Council Chambers, 97 North Broad Street, Hillsdale, Michigan, in said City, on February 21, 2022 at 7:00 p.m.

PRESENT: SOCHA, BRINER, VEER, MORRISSEY, STUCKEHL,
PRATT, ZEISER, STOLKFOED

ABSENT: SHARP

The following preamble and resolution were offered by Councilperson VEER and supported by Councilperson MORRISSEY

WHEREAS, the City Council, by resolution 3490 at its February 21, 2022 regular meeting, deemed it necessary and declared its intention to construct improvements, including road rehabilitation and other appurtenances for Morry Street, E & W Lynwood Boulevard and S. Howell Street, and did provide a public hearing; and

NOW, THEREFORE, BE IT RESOLVED THAT,

1. That said public improvements be made and the City Manager be directed to proceed with the same.
2. That the plans, specifications and detailed estimates relating to said improvements, as filed with the City Clerk, be hereby approved and adopted and the City Manager is directed to take action necessary to accomplish the said improvements.
3. That the estimated total cost of said improvement is estimated to be \$1,080,000.
4. That \$277,300 of said estimated cost shall be defrayed by special assessment and \$802,700 shall be paid by major and local street funds.
5. That the said special assessment may be paid in ten (10) installments. The first installment shall be due and payable on or before August 31st, following the confirmation of said

special assessment roll, and one installment shall be due annually thereafter until paid in full. Interest shall be charged at a rate of six (6%) percent per annum on all unpaid installments after the initial due date. The balance, including interest, can be paid off at any time.

6. That the premiums upon which special assessments shall be levied, and which shall be hereafter known and designated as Special Assessment District #22-06, are described as follows:

Special Assessment Properties
Morry Street – S. Howell to Walnut
E & W Lynwood Blvd – S. Howell to Reading
S. Howell – Hallett to southern City Limits


7. That the City Assessor is directed to prepare a Special Assessment Roll in accordance with this resolution.

AYES: 5

NAYS: 3


RESOLUTION DECLARED ADOPTED.

PASSED IN OPEN COUNCIL MEETING THIS 21ST DAY OF FEBRUARY 2022.



Adam Stockford, Mayor

ATTEST:



Katy Price, Clerk

NOTICE OF PUBLIC HEARING
CONFIRMATION OF FINAL SPECIAL ASSESSMENT
7:00 P.M. FEBRUARY 20, 2023 - MOORY ST/E&W LYNWOOD BLVD/S HOWELL ST IMPROVEMENTS

TO THE PERSONS AGAINST WHOM THE ASSESSMENT APPEARS, AND TO ALL OTHER PERSONS INTERESTED, TAKE NOTICE: THAT THE ROLL OF THE SPECIAL ASSESSMENT HERETOFORE MADE BY THE ASSESSOR FOR THE PURPOSE OF DEFRAYING THAT PART OF THE COST WHICH THE COUNCIL DECIDED SHOULD BE PAID AND BORNE BY SPECIAL ASSESSMENT FOR THE PROJECT IDENTIFIED IS NOW ON FILE IN MY OFFICE FOR PUBLIC INSPECTION.

PARCEL NO.	PROPERTY ADDRESS	OWNERS NAME	\$ AMOUNT
30006-334-204-15	57 W LYNWOOD BLVD	MURRAY, JAMES D & PATSY MARGA	5,000.00
30006-334-204-16	51 W LYNWOOD BLVD	MURRAY, JAMES D & PATSY MARGA	3,900.00
30006-334-204-18	182 REA ST	GILCHRIST, SARAH E	5,000.00
30006-334-204-19	71 W LYNWOOD BLVD	HART, BERNIECE	4,500.00
30006-334-204-20	70 GOODRICH AVE	ONE STEP MINISTRIES SOUTH CEN	5,000.00
30006-334-204-24	83 W LYNWOOD BLVD	RINGMAN, JOYCE E	5,000.00
30006-334-204-26	81 W LYNWOOD BLVD	LADD, VICTORIA	5,000.00
30006-334-204-27	77 W LYNWOOD BLVD	HANDY, MARY ANNE	5,000.00
30006-334-205-10	27 W LYNWOOD BLVD	GRANT, MARGARET	5,000.00
30006-334-205-11	25 W LYNWOOD BLVD	NETLEY, MARY	5,000.00
30006-334-205-12	21 W LYNWOOD BLVD	PACHOUD, JEROME E & LYNNE M	5,000.00
30006-334-205-13	15 W LYNWOOD BLVD	HERBENER, SEIBRA S LIVING TRU	1,800.00
30006-334-205-14	11 W LYNWOOD BLVD	HERBENER, SEIBRA S LIVING TRU	5,000.00
30006-334-206-02	82 W LYNWOOD BLVD	WEBBER, DRUCILLA L	5,000.00
30006-334-206-04	76 W LYNWOOD BLVD	REYNOLDS, AMBER	5,000.00
30006-334-206-16	188 GRACE ST	FOUST, JEFFREY & LAURIE	5,000.00
30006-334-206-18	78 W LYNWOOD BLVD	SCHEBOR, FRED A & MICHELLE M	5,000.00
30006-334-207-04	38 W LYNWOOD BLVD	ELLIOTT, FRANCIS B	5,000.00
30006-334-207-05	34 W LYNWOOD BLVD	KEIL, KATHRYN E	5,000.00
30006-334-207-14	42 W LYNWOOD BLVD	COX, KENNETH R SR & CHERYL L	5,000.00
30006-334-210-04	12 W LYNWOOD BLVD	SMITH, MARTHA J	5,000.00
30006-334-210-05	8 W LYNWOOD BLVD	PALACIOS, TIMOTHY R SR & JUDI	5,000.00
30006-334-210-34	30 W LYNWOOD BLVD	ROBISON, SARA	5,000.00
30006-334-210-35	18 W LYNWOOD BLVD	MOREHEAD, BARBARA J	5,000.00
30006-334-210-36	16 W LYNWOOD BLVD	BAILEY, JUDY L	5,000.00
30006-334-226-17	7 E LYNWOOD BLVD	LASH, TORY	5,000.00
30006-334-226-18	9 E LYNWOOD BLVD	SIGNOR, TERESA	5,000.00
30006-334-227-02	168 S HOWELL ST	HEADWATERS HEALTH FOUNDATION	5,000.00
30006-334-227-03	170 S HOWELL ST	HILLSDALE COMMUNITY HEALTH CE	5,000.00
30006-334-228-02	4 E LYNWOOD BLVD	WOOD, DEBORAH J ETAL	5,000.00
30006-334-228-03	6 E LYNWOOD BLVD	STAELENS, DIANE L	5,000.00
30006-334-229-01	34 E LYNWOOD BLVD	DERR, DARRELL	5,000.00
30006-334-229-02	36 E LYNWOOD BLVD	WHEDON, ERIC E & LAUREN L	5,000.00
30006-334-229-03	38 E LYNWOOD BLVD	GOCHANOUR, HEIDI	5,000.00
30006-334-230-01	44 E LYNWOOD BLVD	HILLSDALE COMMUNITY HEALTH CE	2,950.00
30006-334-230-02	200 S HOWELL ST	HERBENER, SEIBRA S LIVING TRU	5,000.00
30006-334-230-05	45 MORRY ST	RIDENOUR, AMBER C	5,000.00
30006-334-230-10	53 MORRY ST	HERBENER, SEIBRA S LIVING TRU	5,000.00
30006-334-230-11	202 S HOWELL ST	NEUKOM, ALBERT JR/HERBENER, I	5,000.00
30006-334-230-12	206 S HOWELL ST	NEUKOM, ALBERT JR/HERBENER, L	1,950.00
30006-334-230-13	208 S HOWELL ST	HOTZE PROPERTIES LLC	5,000.00
30006-334-231-07	42 MORRY ST	MCGOWAN, FRANK & APRIL	5,000.00
30006-334-231-17	46 MORRY ST	BADE, ROBERT	5,000.00
30006-334-231-19	50 MORRY ST	HILLSDALE, CITY OF	2,200.00
30006-435-101-02	155 S HOWELL ST	FRISTIK, DAVID R JR	5,000.00
30006-435-101-03	159 S HOWELL ST	LAWSON, JOSHUA MARK & AMELIA	5,000.00
30006-435-101-04	163 S HOWELL ST	COLE, H KENNETH & BRENDA A	5,000.00
30006-435-101-05	167 S HOWELL ST	ROGERS, MICHELLE L	5,000.00
30006-435-101-06	171 S HOWELL ST	TAPPEN, DAVID D	5,000.00
30006-435-101-07	175 S HOWELL ST	PADGET, NATHAN LEE & TONYA RE	5,000.00
30006-435-101-08	177 S HOWELL ST	YINGER, ERIC R	5,000.00
30006-435-101-11	203 S HOWELL ST	BEAVERS, JEFFERY L & APRIL S	5,000.00
30006-435-101-12	207 S HOWELL ST	LOREN, MATTHEW L	5,000.00
30006-435-101-13	209 S HOWELL ST 3-UNIT	CARPENTIER, JEREMY K	5,000.00
30006-435-101-14	211 S HOWELL ST	TODD, GREGORY	5,000.00
30006-435-101-15	213 S HOWELL ST	MULLALY, WILLIAM J REV LVG TR	5,000.00
30006-435-101-16	215 S HOWELL ST	PRESTON, DOUGLAS G II & NANCY	5,000.00
30006-435-101-30	187 S HOWELL ST	HERBENER, SEIBRA S LIVING TRU	5,000.00

NOTICE IS ALSO HEREBY GIVEN THAT THE COUNCIL AND ASSESSOR OF THE CITY OF HILLSDALE WILL MEET AT THE COUNCIL ROOM IN SAID CITY ON THE DATE AND TIME LISTED ABOVE TO REVIEW SAID ASSESSMENT, AT WHICH TIME AND PLACE OPPORTUNITY WILL BE GIVEN ALL PERSONS INTERESTED TO BE HEARD.

APPEARANCE AND PROTEST AT THIS HEARING IS REQUIRED TO APPEAL THE AMOUNT OF THE SPECIAL ASSESSMENT TO THE MICHIGAN TAX TRIBUNAL. APPEARANCE MAY BE MADE IN PERSON OR IN WRITING BY THE PROPERTY OWNER, THEIR REPRESENTATIVE, OR ANY OTHER PARTY IN INTEREST. WRITTEN APPEALS SHOULD BE ADDRESSED TO HILLSDALE CITY COUNCIL, C/O CITY CLERK, 97 N BROAD ST, HILLSDALE, MI 49242 AND MUST BE RECEIVED PRIOR TO ADJOURNMENT OF THE PUBLIC HEARING. BY CITY CHARTER, NOTICE MUST BE GIVEN TO COUNCIL IN WRITING OF AN INTENTION TO CONTEST OR ENJOIN THE COLLECTION OF THE SPECIAL ASSESSMENT WITHIN 30 DAYS AFTER CONFIRMATION, WHICH NOTICE SHALL STATE THE GROUNDS ON WHICH THE PROCEEDINGS ARE TO BE CONTESTED.

PARCEL NO.	PROPERTY ADDRESS	OWNERS NAME	\$ AMOUNT
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QUESTIONS MAY BE DIRECTED TO THE HILLSDALE CITY ASSESSOR BY CALLING
(517) 437-6456 OR BY EMAIL TO ASSESSOR@CITYOFHILLSDALE.ORG.

Amortization Table
 Special Assessment: 22-06 MORRY/LYNWOOD/S HOWELL ST. Year Started: 2022
 Info for : *Sample* Declining Balance Method
 Current Principal: 5,000.00, APR Interest: 6.00000000

Period	Payment	Toward Interest	Toward Principal	Outstanding
2022	500.00	0.00	500.00	4,500.00
2023	770.00	270.00	500.00	4,000.00
2024	740.00	240.00	500.00	3,500.00
2025	710.00	210.00	500.00	3,000.00
2026	680.00	180.00	500.00	2,500.00
2027	650.00	150.00	500.00	2,000.00
2028	620.00	120.00	500.00	1,500.00
2029	590.00	90.00	500.00	1,000.00
2030	560.00	60.00	500.00	500.00
2031	530.00	30.00	500.00	0.00
	6,350.00	1,350.00	5,000.00	

** THIS AMORTIZATION TABLE DISPLAYS A SCHEDULE OF PAYMENTS BASED ON THE NUMBER OF YEARS,
 ** STARTING YEAR, AND INTEREST RATE OF SPECIAL ASSESSMENT DISTRICT 22-06 (MORRY/LYNWOOD/S HOWELL ST).
 ** IT DOES NOT TAKE INTO CONSIDERATION PAYOFFS OR ADVANCE PAYMENTS

City of Hillsdale

Agenda Item Summary

Meeting Date: February 20, 2023

Agenda Item #: New Business

SUBJECT: HIP – COVID Funds Contract

BACKGROUND PROVIDED BY STAFF: Jason Blake, Dir. Of Public Services
Kristin Bauer, City Engineer

PROJECT BACKGROUND:

The city has received \$40,602.00 in funds through the State of Michigan’s Small Urban Program designated as HIP-COVID Relief funds. Working with the State regarding eligible projects it was determined that the city would utilize these funds to upgrade traffic/pedestrian signals including all the electronics at the intersections of Bacon & Howell and McCollum & Howell. Parts for the current systems are quickly becoming obsolete and this will bring the traffic signal control systems up-to-date. The new signals will be upgraded from 8” diameter incandescent signals to 12” LED signal heads thus reducing our electric usage at each location.

In July 2022 City Council approved the purchase of above traffic signal equipment. The process requires City Council approve the attached resolution and city staff to execute the attached MDOT Contract for reimbursement of our purchase of this equipment utilizing these grant funds.

RECOMMENDATION:

Staff recommends City Council approves the attached resolution directing David Mackie, City Manager, to execute the attached Contract.

CITY OF HILLSDALE
RESOLUTION NO. _____

A RESOLUTION TO EXECUTE A CONTRACT FOR HIP-COVID RELIEF FUNDING AND DESIGNATE AN AGENT FOR SIGNING OF SAID CONTRACT.

Minutes of a regular meeting of the City Council of the City of Hillsdale, Hillsdale County Michigan, held in the City Hall, City Council Chambers, 97 North Broad Street, Hillsdale, Michigan, in said City, on February 20, 2023 at 7:00 p.m.

PRESENT: COUNCILPERSONS: _____
ABSENT: COUNCILPERSONS: _____

The following preamble and resolution were offered by Councilperson _____ and supported by Councilperson _____.

WHEREAS, the City of Hillsdale received \$40,602.00 through the State of Michigan's Small Urban Program designated as HIP-Covid Relief funds to upgrade traffic/pedestrian signals and equipment including all the electronics at the intersections of Bacon & Howell and McCollum & Howell.

NOW, THEREFORE, BE IT RESOLVED THAT, the City has authorized David Mackie, City Manager, to act as agent on behalf of the City to execute the attached contract between and identified as:

Between: MICHIGAN DEPARTMENT OF TRANSPORTATION
and the
City of Hillsdale

Identified as: CONTRACT No. 23-5011
Control Section: HIC 30000
Job Number: 216724CON

AYES: COMMISSIONERS: _____

NAYS: COMMISSIONERS _____

ABSENT: COMMISSIONERS: _____

RESOLUTION DECLARED ADOPTED.

Adam L. Stockford, Mayor

CERTIFICATION

The foregoing resolution was certified at a regular meeting of the City Council of the City of Hillsdale held on February 20, 2023.

Ms. Katy Price, City Clerk

DATE: _____

HIC
FORCE ACCOUNT
FHWA FORM 1273

DIR
Control Section HIC 30000
Job Number 216724CON
Project 23A0219
CFDA No. 20.205 (Highway
Research Planning
& Construction)
Contract No. 23-5011

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF HILLSDALE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Hillsdale, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 20, 2023, attached hereto and made a part hereof:

Material and equipment purchase for traffic signal upgrades along North Howell Street at McCollum Street and at Bacon Street; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

HIGHWAY INFRASTRUCTURE PROGRAM COVID

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

Pursuant to Title 2 of the Code of Federal Regulations Part 200, a description of the federal award for the project is shown in detail on EXHIBIT "II", dated January 20, 2023, and made a part of this document.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the purchasing material and equipment necessary for the completion of the PROJECT incurred by the REQUESTING PARTY and any expenses as may be incurred by the DEPARTMENT in connection with the above.

3. The REQUESTING PARTY, in conformance with DEPARTMENT procedures, as a part of the PROJECT, will perform or cause to be performed the PROJECT WORK. A separate work authorization will be issued to the REQUESTING PARTY by the DEPARTMENT for the commencement of the PROJECT work. The method of performing the work will be indicated on the work authorization.

4. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Highway Infrastructure Program COVID Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$40,602, or (2) an amount such that 100 percent, the established Federal participation ratio for such funds, is not exceeded at the time the work authorization is issued by the DEPARTMENT to the REQUESTING PARTY. The balance of the PROJECT COST, if any, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

The REQUESTING PARTY shall maintain accurate records and accounts relative to the cost of the PROJECT. Said accounts shall be made available for review and audit by the DEPARTMENT and shall be retained on file for a period of not less than three years from the date of the final payment.

All billings submitted to the DEPARTMENT, for reimbursement for items of work performed under the terms of this contract, shall be prepared in accordance with the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____" or "Final Billing".

The REQUESTING PARTY, upon completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final accounting to the DEPARTMENT.

Final settlement of costs shall be made upon completion of all PROJECT work and final audit by the DEPARTMENT. The REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of cost previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Fund in settlement of said claim.

5. No working capital deposit will be required for this PROJECT.

6. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

Each party to this contract shall adhere to the requirements of the attached FHWA Form 1273 and will physically incorporate FHWA Form 1273 in all its subcontracts and further require its physical inclusion in all lower tier subcontracts.

7. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Michigan Department of Environment, Great Lakes, and Energy, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing

the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

8. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

9. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

10. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

11. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

12. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

13. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

14. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF HILLSDALE

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



January 20, 2023

EXHIBIT I

CONTROL SECTION	HIC 30000
JOB NUMBER	216724CON
PROJECT	23A0219

ESTIMATED COST

FORCE ACCOUNT WORK (REQUESTING PARTY)	\$40,602
---------------------------------------	----------

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$40,602
Less Federal Funds	<u>\$40,602</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 0

*Federal Funds for the PROJECT are limited to an amount as described in Section 4.

NO DEPOSIT

EXHIBIT II
Notification of Required Federal Program Information to Subrecipients for
Federal Funding

Does this project receive Federal funds? Yes No

Subrecipient's Name: City of Hillsdale

Subrecipient's Unique
Entity Identifier Number
(UEI):

Federal Grant/Project
Number(s): 23A0219

MDOT Project Number: 216724CON

Project Description: Material and equipment purchase for traffic signal upgrades
along North Howell Street at McCollum Street and at Bacon
Street; and all together with necessary related work.

CFDA Number, Federal Agency, Program Title: CFDA 20.205
Highway Research Planning &
Construction

Federal Award Identification Number(s) (FAIN): 693JJ22330000Z970MI23A0219

Federal Award Date: January 5, 2023

Period of Performance Start Date: January 5, 2023

Period of Performance End Date: December 31, 2023

Amount of Federal Funds obligated by this action: \$40,602

Total amount of Federal Funds obligated: \$40,602

Total amount of the Federal award: \$40,602

Budget Approved Cost sharing or matching, where applicable:
Federal Participation: \$40,602; State Participation: \$0; Local Participation: \$0

Name of Federal awarding agency and contact information for awarding official:

Acting Director Brad Wieferrich
Michigan Department of Transportation
425 West Ottawa Street
Lansing, MI 48909

Is this a Research and Development award: Yes No

Indirect cost rate for the Federal award (if applicable): Not Applicable

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

City of Hillsdale

Agenda Item Summary

Meeting Date: February 20, 2023
Agenda Item: **New Business**
Subject: Right of Way Use Request, Hillsdale County Farmers Market

Background:

The Hillsdale County Farmers Market has requested the closure of North Howell Street between East Bacon Street and McCollum Street for the purpose of "Market Activities." This closure would be each Saturday from 6:00 a.m. till 2:00 p.m. beginning May 13, 2023 through October 28, 2023.

This request was reviewed and discussed by the Community Development Committee on Monday February 13, 2023.

Recommendation:

The committee supported this request. See attached Traffic Control Order 2023-05.

Scott A. Hephner



Chief of Police / Fire Chief

TRAFFIC CONTROL ORDER
2023-05

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.

N. Howell St. between E. Bacon and McCollum St. will be closed to all traffic and there shall be no parking on either side from 6:00 am to 2:00 pm each Saturday for the month of May (beginning Mother's Day weekend), June, July, August, September & October for the Hillsdale County Farmers Market.

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 of Police

02/14/23
Date

Received for filing in the office of the City Clerk at 4:30 p.m. on the 14 day of February, 2023.

City Clerk

02/14/23
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.

Adam L. Stockford, Mayor

Attest:

Katy B. Price, City Clerk

Received by
Date
Amount Rec'
Check #

2/14/23 - KP
\$20 CASH



Permit # _____

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 County Farmers Market Association 2/14/23			Ezra Bertakis 2/14/23		
Applicant's Name President: Larkyn Dascn 1860 Peterson Rd. Osseo MI 49266			Contractor's Name Vice President 5788 Cole Rd		
Mailing Address Osseo MI 49266			Mailing Address Hillsdale MI 49242		
City State Zip Code			City State Zip Code		
517-398-1190			313-930-5000		
Telephone Number			Telephone Number		
SECRETARY: Allison Grimm 517-320-3245					

DESCRIPTION OF WORK OR USE:

Farmers Market including but not limited to fruits, vegetables, meats, eggs, artisan goods, flowers, food trucks, and other market activities.

LOCATION: (Drawing to be provided)

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:

Pop up tents, ~~barriers~~ barricades

TIME PERIOD:

Mother's Day Weekend to Halloween Weekend on Saturdays from 6am to 2pm

COMMENCING DATE: May 13, 2023 TIME: 6am ENDING DATE: October 28, 2023 TIME: 2pm

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.

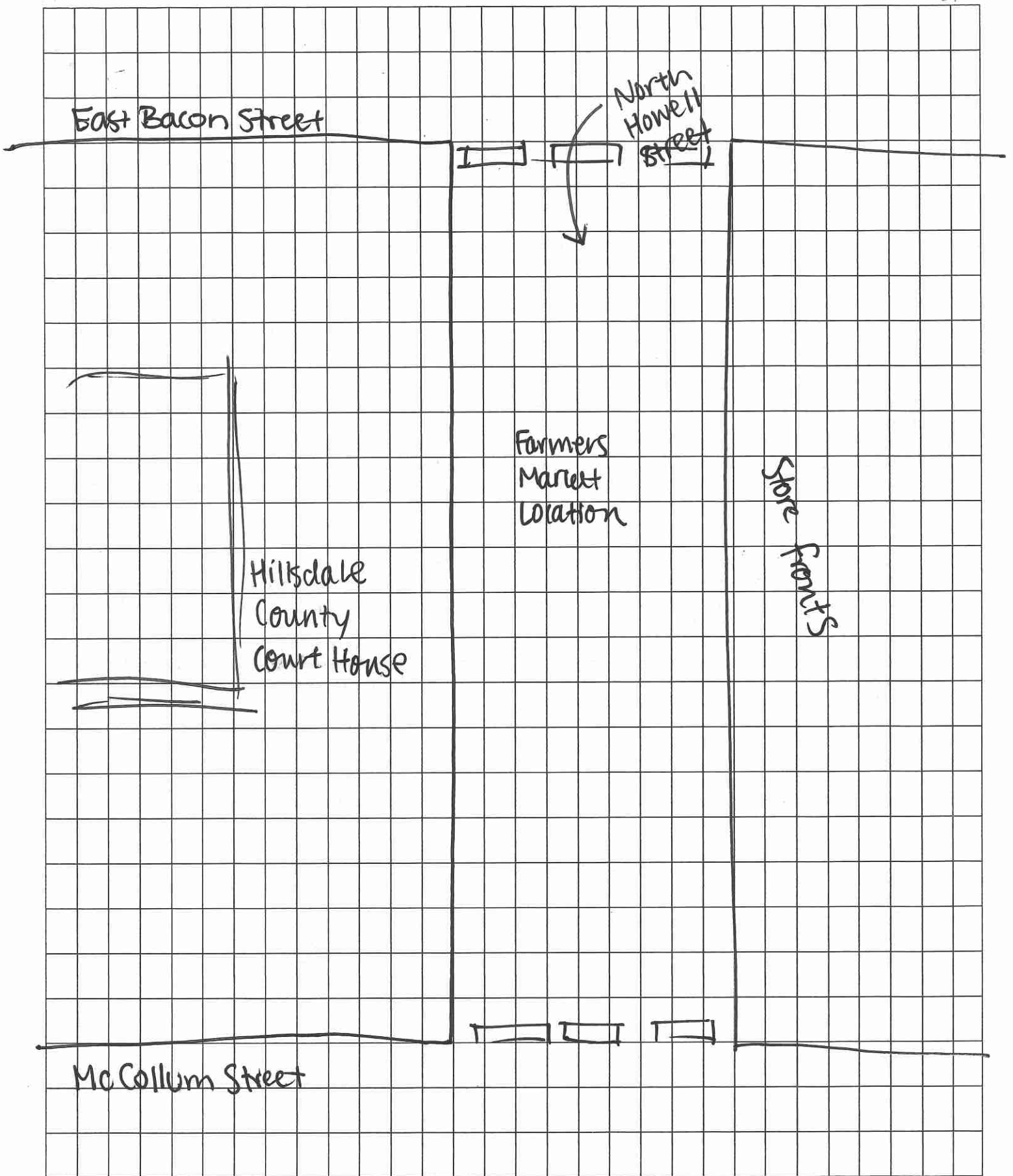
Return Application to:
Department of Public Services
149 Waterworks Drive
Hillsdale, MI 49242

or
City of Hillsdale Clerk
97 N. Broad St.
Hillsdale, MI 49242

or email to: publicservices@cityofhillsdale.org

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

PROJECT PLAN (Attach additional sheets, as necessary)



East Bacon Street

North Howell Street

Farmers Market Location

Hillsdale County Court House

Store Fronts

McCollum Street

E BACON ST

NEW WAVES



Jamie's Barber Shop

Maribeth's

Gold Star

Blossom Shop of Hillsdale

Jilly Beans

The Hunt Club - Hillsdale

Birdie's and Howell

Hillsdale Natural Gro

The Local Eatery

Identity Salon & Spa

Current Office Solutions

MCCOLLUM ST

SIDEWALK - To be used by businesses for their own street/sidewalk front purposes

SIDE OF ROAD PARKING - walking lane

N HOWELL ST

ROAD (SOUTHBOUND)

ROAD (NORTH BOUND)

Walking lane

SIDE OF ROAD PARKING

Vendors with trailers, food trucks



Front of booths

Back to back

their tent booths

ale County overnment Office

City of Hillsdale Agenda Item Summary

Meeting Date: February 20, 2023

Agenda Item: New Business

SUBJECT: Resolution for Local Government Approval for On-Premises Tasting Room Permit – 89 McCollum Street

BACKGROUND PROVIDED BY: Sam Fry, Marketing & Development Coordinator

Smoke In Pines LLC, doing business under the assumed name Big Pines Brewing, is requesting local government approval to submit an application to the Michigan Liquor Control Commission for a new On-Premises Tasting Room Permit for 89 McCollum Street. The former storefront is being renovated and will reopen as a small micro-brewery with an on-premises tasting room. Once open, the anticipated hours of operation will be 2-10 p.m. Thursday and Friday, 12-10 p.m. Saturday, 12-8 p.m. Sunday, and 2-10 p.m. Monday.

The Zoning Administrator has reviewed the submitted plans and the new use meets all existing zoning requirements, and the City Planning Commission approved the Site Plan Review at its January 18, 2023 meeting.

RECOMMENDATION:

Adopt the following resolution recommending that the application from **Smoke In Pines LLC** for a new On-Premises Tasting Room Permit to be located at 89 McCollum Street, Hillsdale, MI 49242 be considered for approval by the Michigan Liquor Control Commission.



Local Government Approval For On-Premises Tasting Room Permit
(Authorized by MCL 436.1536)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new On-Premises Tasting Room Permit application.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a REGULAR meeting of the CITY OF HILLSDALE council/board
(regular or special) (township, city, village)
called to order by MAYOR ADAM STOCKFORD on FEBRUARY 20, 2023 at 7:00 PM
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from SMOKE IN PINES LLC
(name of applicant - if a corporation or limited liability company, please state the company name)

for a **NEW ON-PREMISES TASTING ROOM PERMIT**

to be located at: 89 MCCOLLUM STREET, HILLSDALE, MI 49242

It is the consensus of this body that it RECOMMENDS this application be considered for
(recommends/does not recommend)
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the City of Hillsdale
council/board at a REGULAR meeting held on FEBRUARY 20, 2023
(regular or special) (date) (township, city, village)

KATY PRICE

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
Fax to: 517-763-0059

City of Hillsdale

Agenda Item Summary

Meeting Date: February 20, 2023

Agenda Item: New Business

SUBJECT: Settlement Agreement and Mutual Release

BACKGROUND PROVIDED BY: City Manager Dave Mackie

Hillsdale Mobile Home Park, LLC (HMP) owns and operates a mobile home park within the City of Hillsdale, Michigan (the “Park”). The City, through its Board of Public Utilities (the “BPU”), provides electric, water, and sewer services to the residents in the Park. The BPU previously individually read all of the tenant water meters located within the Park and billed the tenants directly for their use of water based on those meter readings, billing HMP directly for the remaining difference between the total amount invoiced directly to the tenants of the Park and the total amount of water usage shown on the master meter installed at the Park. Earlier in 2022 the BPU informed HMP that it would no longer continue reading the individual tenant meters and billing the Park’s tenants directly but would instead send a single bill for water usage to HMP based on the Park’s total water usage as shown on the master meter. HMP filed suit against the City in the Hillsdale County Circuit Court in the matter of *Hillsdale Mobile Home Park, LLC v City of Hillsdale, et al*, file number 22-328-CB, (the “Lawsuit”), seeking an order requiring the BPU to continue reading the individual tenant water meters and billing the tenants directly for their water usage. The City filed an answer and affirmative defenses to the suit denying liability. Subsequently, the parties, through their counsel, negotiated a resolution of the issues raised in the Lawsuit and enter into this Agreement to effectuate that resolution.

RECOMMENDATION:

City Council review and approve the attached Settlement Agreement and Mutual Release and authorize the Mayor and Clerk to sign on behalf of the City.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “Agreement”) is entered into this _____ day of February, 2023, (the “Effective Date”), by and between Hillsdale Mobile Home Park, LLC, a Michigan limited liability company, (“HMP”), whose address is PO Box 620130 Oviedo FL 32762, and the City of Hillsdale, Michigan, a Michigan municipal corporation, (the “City”), of 97 N. Broad Street, Hillsdale, Michigan, 49242. HMP and the City are also sometimes hereinafter referred to jointly as “Parties” and individually as a “Party.”

1. Background. HMP owns and operates a mobile home park within the City of Hillsdale, Michigan (the “Park”). The City, through its Board of Public Utilities (the “BPU”), provides electric, water, and sewer services to the residents in the Park. The BPU previously individually read all of the tenant water meters located within the Park and billed the tenants directly for their use of water based on those meter readings, billing HMP directly for the remaining difference between the total amount invoiced directly to the tenants of the Park and the total amount of water usage shown on the master meter installed at the Park. Earlier in 2022 the BPU informed HMP that it would no longer continue reading the individual tenant meters and billing the Park’s tenants directly but would instead send a single bill for water usage to HMP based on the Park’s total water usage as shown on the master meter. HMP filed suit against the City in the Hillsdale County Circuit Court in the matter of *Hillsdale Mobile Home Park, LLC v City of Hillsdale, et al*, file number 22-328-CB, (the “Lawsuit”), seeking an order requiring the BPU to continue reading the individual tenant water meters and billing the tenants directly for their water usage. The City filed an answer and affirmative defenses to the suit denying liability. Subsequently, the parties, through their counsel, negotiated a resolution of the issues raised in the Lawsuit and enter into this Agreement to effectuate that resolution.

2. Settlement Consideration. As a full and complete settlement of all claims and issues between them, the parties have agreed as follows:

a. From and after the Effective Date, the City will cause the BPU to electronically remotely read the individual tenant meters located in the Park that are capable of being remotely read, and will provide HMP with a list of the meter reading data pursuant to the following terms and conditions:

(1). the BPU will charge HMP a total cost of fifty dollars (\$50.00) per month to remotely read the tenant meters;

(2). the BPU will remotely read the tenant meters and the Park’s master meter on the fifteenth (15th) day of each month, and will provide the meter reading data and an invoice for the Park’s total water usage based on the Park’s master meter reading to HMP within three (3) business days of the date the meters are read;

(3). the BPU will not send individual invoices to tenants of the Park based on the individual meter readings, but will leave the invoicing to be performed by HMP or its agent or designee; and

(4). HMP shall be and remain responsible for the maintenance, installation, replacement, and repair of all individual water meters within the Park,

including all costs associated therewith, and the City and the BPU will not be responsible for any failure or inability to remotely read any individual meters within the Park, whether due to meter malfunction or for any other reason, and the City and the BPU shall have no liability whatsoever to HMP or to any tenant or other individual or entity regarding the condition of any individual tenant water meters located on the Park premises or the inability to read any such individual tenant water meters, with HMP, on behalf of itself and its successors and assigns, expressly waiving any right it may have to make claims in the future that are in any way associated with the condition of said individual tenant meters and the BPU's ability or inability to read such meters, and HMP shall further indemnify, defend, and hold the City harmless from and against any such claims that might be made by HMP's tenants or any other third party with regard thereto.

b. At HMP's request, the City will sell replacement water meters to HMP from the BPU's available stock for a price of \$100.00 per meter, subject to availability at the time of the request.

c. The City's responsibility to have the BPU perform the individual meter reading services and to supply replacement water meters to HMP at the cost provided for herein shall continue for a period of two (2) years following the Effective Date after which the City may discontinue or alter the terms of providing such services by giving at least ninety (90) days prior written notice of its intent to do so to HMP.

d. HMP may choose to discontinue having the BPU provide the aforementioned individual meter reading services at any time by providing written notice to the City.

3. Damage Claims and Monetary Issues. Except as otherwise expressly provided in this Settlement Agreement and Mutual Release, no party to this Agreement shall receive any sum of money or any other thing from any other party to this Agreement with respect to any liabilities, claims, causes of action, injuries, losses, demands, or damages, of any kind or nature whatsoever, arising or claimed to arise from the matters described in Paragraph 1 of this Agreement, or that were raised or that could have been raised in the Lawsuit, and the Parties are each forever waiving any claims or rights they may have against the other Party that may exist as of the Effective Date, whether set forth in the above-referenced Paragraph 1 of this Agreement, in the Complaint filed by the HMP in the Lawsuit, or otherwise.

4. Dismissal of Circuit Court Lawsuit. The Parties agree that, upon the execution of this Agreement by both Parties, the Parties shall enter into a stipulation and order of dismissal of the Lawsuit, said dismissal to be with prejudice and without costs or attorney fees to either Party. Notwithstanding the dismissal of the Lawsuit, all terms, and conditions hereof shall survive and be enforceable against the Parties.

5. Mutual Release. Except as expressly provided herein, HMP, on its own behalf and on behalf of its members, managers, employees, agents, contractors, successors, assigns, and representatives, hereby releases and forever discharges the City and its respective officers, elected and appointed officials, employees, agents, contractors, successors, and assigns, from and against any and all liabilities, claims, causes of action, injuries, losses, demands, or damages, of

any kind or nature whatsoever, known or unknown, which HMP may now have, claim, or assert, or might or could hereafter claim or assert, arising or alleged to arise out of or connected in any way with the Lawsuit . Likewise, the City, on its own behalf and on behalf of its officers, elected and appointed officials, employees, agents, contractors, successors, and assigns, hereby releases and forever discharges HMP, and its members, managers, employees, agents, contractors, successors, assigns, and representatives, from any and all liabilities, claims, causes of action, injuries, losses, demands, or damages, of any kind or nature whatsoever, known or unknown, which the City may now have, claim, or assert, or might or could hereafter claim or assert, arising or alleged to arise out of or connected in any way with the Lawsuit, except that:

a. This Agreement does not include a release of any payment obligations of HMP or any of its tenants may owe to the City, including without limitation the BPU, for services provided or with regard to taxes, assessments, or any other sum properly due and owing from HMP or its tenants to the City and its various boards, departments, and authorities.

b. This Agreement does not include a release of any obligations any of the Parties may have pursuant to this Agreement and does not restrict the right of any party to enforce this Agreement for violation of its terms.

c. This Agreement shall not prohibit an action by one Party against the other Party for acts or omissions occurring after the Effective Date, or which are not included in the claims released in this Section of the Agreement.

c. The Parties covenant and agree: (i) not to institute any legal, equitable, administrative, or other action against the other Party regarding the matters released herein; and (ii) to indemnify and hold harmless the other Party , their agents, and legal representatives from and against any liabilities, costs, losses, and expenses (including reasonable attorneys' fees and costs), incurred by either of them as a result of such action instituted by the other Party.

6. Disclaimer of Liability. It is expressly understood and agreed that this Agreement represents a compromise of disputed claims made for the purpose of avoiding additional expense and to terminate all controversy, that the agreement by the Parties to take the actions provided for in this Agreement is not to be construed as an admission of liability on the part of either Party in any respect, and that each Party denies any liability whatsoever to any of the other Party with regard to the matters set forth in Paragraph 1 of this Agreement, in the Lawsuit, and otherwise.

7. Entire Agreement. This Settlement Agreement and Mutual Release represents the entire understanding and agreement between the Parties with respect to its subject matter. There is no agreement between the Parties to perform any act or do any thing other than as is expressly set forth within this Agreement. This Agreement supersedes all prior agreements or negotiations between the Parties, and may be amended, supplemented, or changed only by an agreement in writing which makes specific reference to this Agreement and which is signed by the Party against whom enforcement of any such amendment, supplement, or modification is sought.

8. Persons Bound; Effect. This Agreement shall inure to the benefit of and be legally binding on the Parties and their respective successors and assigns.

9. Acknowledgment. EACH OF THE PARTIES ACKNOWLEDGES THAT THEY HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS AND CONSEQUENCES, THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF THEIR CHOICE, THAT THE ONLY PROMISES MADE TO THEM TO SIGN THIS AGREEMENT ARE THOSE STATED IN THE AGREEMENT, THAT THEY HAVE HAD SUFFICIENT TIME TO REVIEW THIS AGREEMENT, AND THAT THEY ARE SIGNING THIS AGREEMENT KNOWINGLY AND VOLUNTARILY, WITHOUT ANY COERCION OR DURESS AND WITH THE FULL INTENT OF SETTLING THE DISPUTES BETWEEN THEM AND RELEASING THE OTHER PARTIES, THEIR HEIRS, AGENTS, EMPLOYEES, OFFICERS, MEMBERS, MANAGERS, REPRESENTATIVES, TRUSTEES, SUCCESSORS, AND ASSIGNS AS PROVIDED HEREIN. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE NOT RELIED ON ANY REPRESENTATIONS, PROMISES, OR AGREEMENTS OF ANY KIND MADE TO THEM IN CONNECTION WITH THEIR DECISION TO EXECUTE THIS AGREEMENT OTHER THAN THOSE SET FORTH HEREIN.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts shall be deemed to constitute one and the same document. A Party may deliver its signature to the other Party via facsimile or electronic transmission (such as in the form of a PDF), and any signature so delivered will be binding on the delivering Party.

11. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by, and shall be construed, interpreted, and enforced in accordance with, the laws of the State of Michigan, without regard to any principles of conflicts of laws. The Parties agree that the laws of the State of Michigan have a reasonable relationship to the subject matter of this Agreement and that it is appropriate that this Agreement be construed, interpreted, and enforced under those laws. In the event an action to enforce this Agreement is necessary, each Party submits to the jurisdiction of the courts in Hillsdale County, Michigan.

10. Construction. The Parties acknowledge that they have been afforded an opportunity to review this Agreement with its counsel and each Party has participated in settling the terms of this Agreement and that any rule of construction to the effect that any ambiguity in an Agreement shall be resolved against the drafting Party, shall not be applicable in the interpretation of this Agreement.

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

[Remainder of Page Intentionally Left Blank—Signatures of Parties Appear on Following Pages.]

SIGNATURE PAGE FOR HILLSDALE MOBILE HOME PARK, LLC

HILLSDALE MOBILE HOME PARK, LLC

By: _____ , Its _____

SIGNATURE PAGE OF THE CITY OF HILLSDALE

THE CITY OF HILLSDALE, MICHIGAN

By: _____
Adam L. Stockford, Its Mayor

By: _____
Katy Price, Its Clerk

City of Hillsdale

Agenda Item Summary

Meeting Date: February 20, 2023

Agenda Item: New Business

SUBJECT: AMP Michigan BTM Project

BACKGROUND PROVIDED BY: BPU Director Dave Mackie

Attached is the AMP Michigan BTM (Behind the Meter) Project presentation, the resolution approving the associated Power Sales Contract and Supplemental Agreement...Regarding Participation in the AMP Michigan RICE Peaking Project and the Power Sales Contract Regarding the AMP Michigan RICE Peaking Project (Documents).

It is the intention of this Project that the City of Hillsdale agrees to the construction and purchase of 15 MW of BTM power/capacity generation with Power Secure units at two City locations. One location is in the Industrial Park and the other is east of Public Services Building. The attached agreements have been approved by the AMP and MSCPA attorneys and are currently being reviewed by the City Attorney.

On February 1st the BPU Board held a special meeting to review the Project. Present at the meeting included: MSCPA's General Manager Pam Sullivan, MSCPA's Finance Director Tom Sillasen and the BTM Project Manager William Sandell. At the end of the meeting the BPU Board approved moving forward with the Project. At their February 14th meeting the BPU Board approved recommending the Documents to the City Council pending legal review.

RECOMMENDATION:

City Council consider and approve the Power Sales Contract and Supplemental Agreement and appointing the BPU Director/City Manager as the City's authorized representative for the Project.

AMP Michigan BTM Project

Hillsdale BPU
February 1, 2023

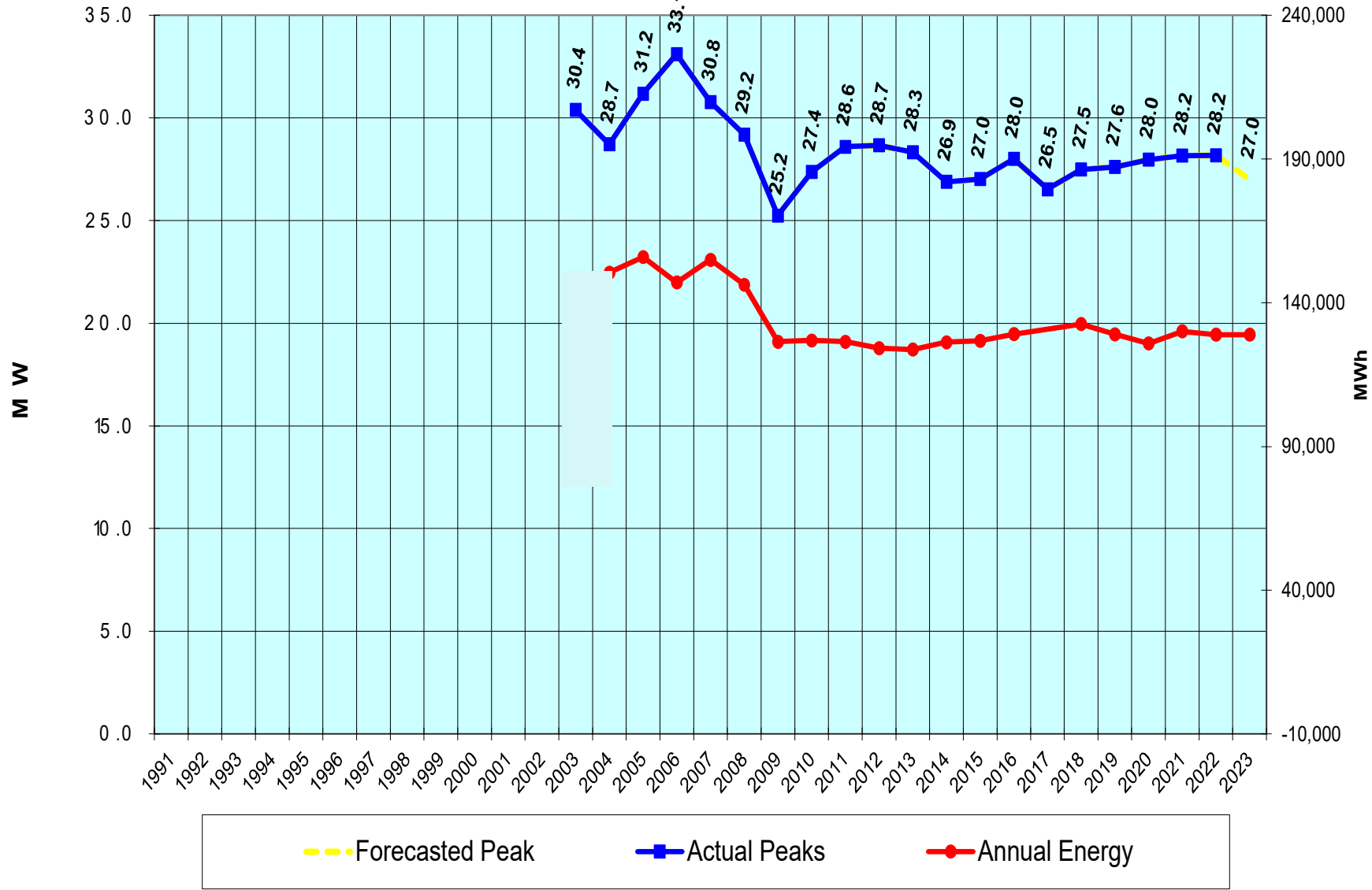
Business Confidential



Michigan Requirement

- Michigan Public Act (PA) 341 requires load serving entities (LSE) to demonstrate they have satisfactory capacity resources to meet their Planning Reserve Margin Requirement (PRMR) obligation four (4) years in advance.
 - Only 5% of the PRMR can come from the annual MISO Planning Reserve Auction (PRA)
- There are no capacity peak shaving benefits for BTM resources in MISO.
 - BTM resources running at the time of the MISO peak are added back to establish the PRMR
- MSCPA out-of-zone resources (Prairie State, AMP Hydros, bilateral contracts) can be used to meet the PRMR.
 - Price risk if other MISO zones clear lower than Zone 7
 - Potential enforcement of locational clearing requirement (i.e., capacity resource required to be located in Zone 7) starting in PY27/28

Hillsdale Peak Loads



Capacity Requirement Changes

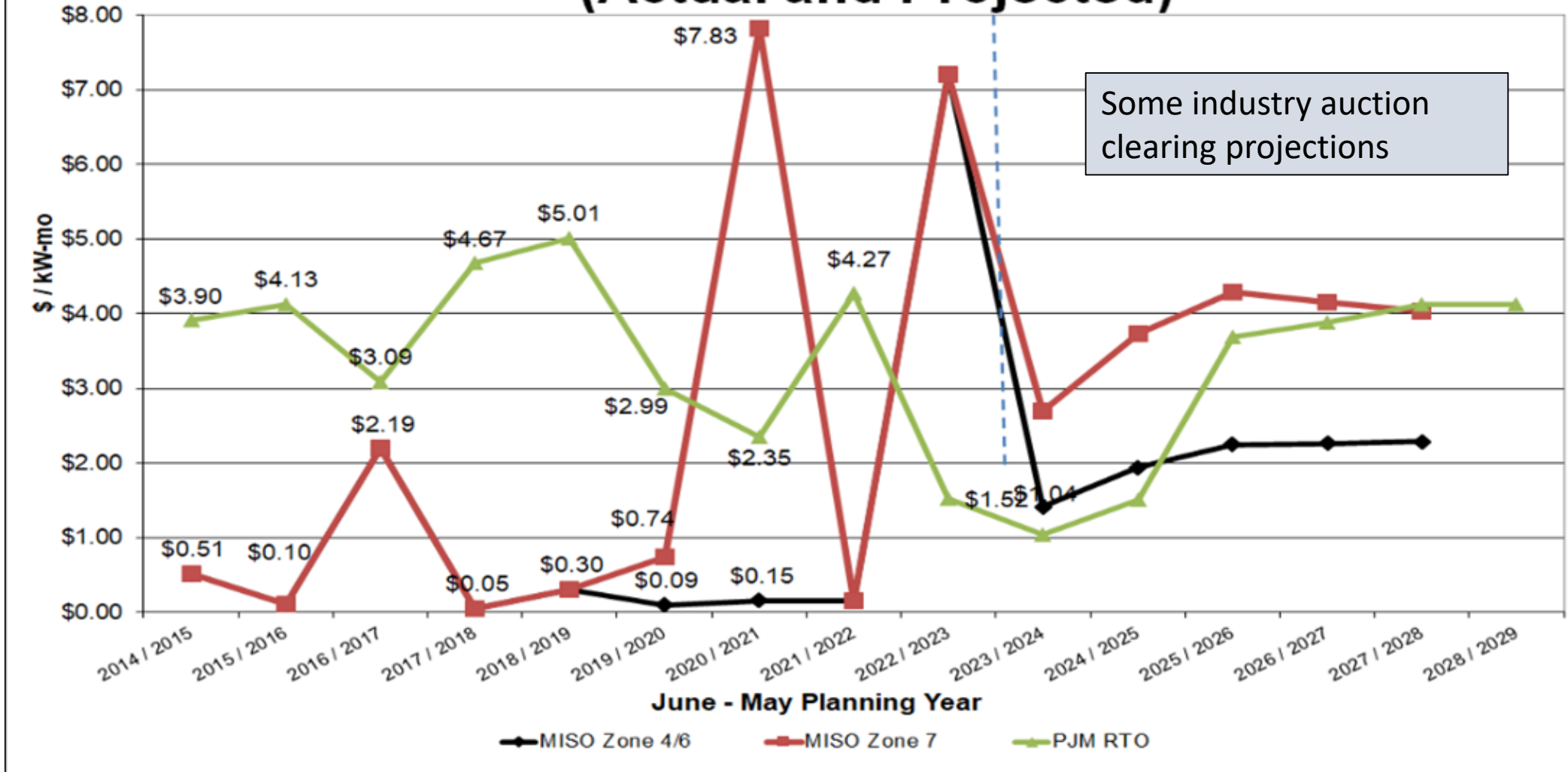
- MISO capacity requirements have traditionally been based on the Summer Coincident Peak (CP). MISO is transitioning to a seasonal capacity construct in PY23/24 which will have capacity requirements based on the respective seasonal CP and seasonal Planning Reserve Margin (PRM)
 - Summer – June, July, August (7.40% PRM)
 - Fall – September, October, November (14.9% PRM)
 - Winter – December, January, February (25.5% PRM)
 - Spring – March, April, May (24.5% PRM)
- Starting in February 2024, MPSC capacity filing will be based on seasonal
- Capacity Requirement calculation is: $CP \times PRM \times \text{Transmission Losses}$
- Intermittent resources (i.e. solar, wind, hydro) will also have capacity accreditations based on the respective seasons

Capacity Requirements

		<u>Clinton</u>	<u>Coldwater</u>	<u>Hillsdale</u>	<u>Marshall</u>
Summer	PY 25/26 Coincident Peak (MW)	5.799	73.798	28.313	31.927
Fall	PY 25/26 Coincident Peak (MW)	4.222	63.198	22.517	28.729
Winter	PY 25/26 Coincident Peak (MW)	3.963	73.609	18.293	23.753
Spring	PY 25/26 Coincident Peak (MW)	4.776	64.200	20.414	27.482
Summer	Transmisson Loss Factor	2.30%	4.50%	4.50%	4.50%
Fall	Transmisson Loss Factor	2.30%	4.50%	4.50%	4.50%
Winter	Transmisson Loss Factor	2.30%	4.50%	4.50%	4.50%
Spring	Transmisson Loss Factor	2.30%	4.50%	4.50%	4.50%
Summer	Planning Reserve Margin	7.40%	7.40%	7.40%	7.40%
Fall	Planning Reserve Margin	14.90%	14.90%	14.90%	14.90%
Winter	Planning Reserve Margin	25.50%	25.50%	25.50%	25.50%
Spring	Planning Reserve Margin	24.50%	24.50%	24.50%	24.50%
Summer	Capacity Requirment (MW)	6.372	82.826	31.777	35.832
Fall	Capacity Requirment (MW)	4.963	75.882	27.037	34.495
Winter	Capacity Requirment (MW)	5.088	96.537	23.991	31.151
Spring	Capacity Requirment (MW)	6.083	83.526	26.560	35.755

Note that Clinton, Hilldale, and Marshall's maximum capacity requirements remain in the Summer Season (Marshall's Summer and Winter are close). Coldwater's shifts to the Winter.

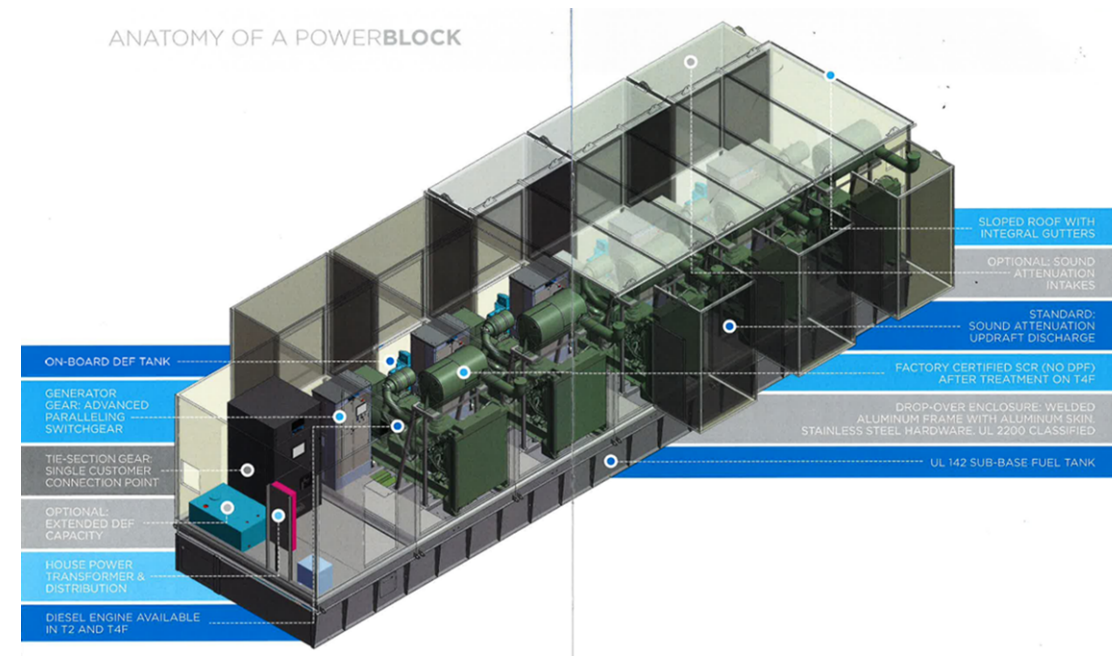
MISO and PJM Installed Capacity Charges (Actual and Projected)



Some industry auction clearing projections

AMP R.I.C.E Peaking Project

- AMP currently has PowerSecure Diesel units installed in 13 member communities - 74.35 MW total (approximately 187 engines)
- 28 AMP Members participate in two (2) projects
- AMP developing second phase of behind-the-meter project with PowerSecure units – soliciting Member host sites
- Potential joint project for MSCPA Members



AMP R.I.C.E Peaking Project

PowerSecure Generation Technology

- Volvo diesel Reciprocating Internal Combustion Engines (RICE)
- Tier IV EPA compliant technology
 - Highest certification designated by EPA
 - EPA Certificate of Conformity with the Clean Air Act
 - Certified at the factory to meet the most stringent EPA requirements
 - No additional testing is required
- PowerBlock product
 - 625 kW per engine of prime rating generation
- 3-5 engines per PowerBlock
- Estimated few hours per year of operations (capacity resource/energy hedge/emergency use)
 - Permitted for ~ 500 hours per year
- Approximately 30-year life of units

Project Ownership and Debt

- AMP retains legal ownership of Project assets
- Project participants subscribe for a Project share, but do not obtain an ownership interest in the Project
- This structure ensures that debt on the project is AMP's debt, and for accounting purposes is not carried on the Participants' books
- AMP's power sales contracts are generally "take or pay" contracts, which enhances the underlying credit for financing purposes
- AMP's line of credit will be used for initial financing of the project
- AMP leadership, together with our financial adviser, regularly review available opportunities to refinance existing debt, and thereby reduce costs

Proposed Generation Site Locations

<u>MEMBER</u>	<u>SITE NAME</u>	<u>State</u>	<u>RTO</u>	<u>Load Zone</u>	<u>Approx. Size (MW)</u>
Clinton	Public Works	MI	MISO	DTE	3.1
Coldwater	Power Plant Sub	MI	MISO	METC	7.5
Hillsdale	Public Service	MI	MISO	METC	7.5
Hillsdale	Industrial Park	MI	MISO	METC	7.5
Marshall	Brooks Sub	MI	MISO	METC	15.0
Marshall	South Sub	MI	MISO	METC	3.7
Total					44.3

Project Shares

- Recommend that all remaining proposed RICE behind the meter sites be developed
 - Total nameplate would be approximately 44.3 MW
 - Capacity accreditation for project is based on:
(Nameplate Capacity) x (Performance factor of 92.75%) x (Transmission Loss Factor)
- Project share allocation on next slides is based on MSCPA Members subscribing to their shares based on host site installations. These are projections for planning year 2025/2026.

Capacity Requirement Assumptions

- The capacity requirement for this analysis is based on the following:
 - PY 25/26 forecasted CP
 - PY 23/24 Transmission Losses
 - PY 23/24 Seasonal PRMs
 - PY 23/24 Seasonal capacity accreditation values for:
 - AMP Hydro I (Cannelton and Smithland)
 - UP Hydros (Menominee and Oconto Falls)
 - Coldwater AMP Solar Phase II Site
 - Hart Solar PPA (*based on Coldwater solar site accreditation percentages*)
 - Hart Solar allocation based on fixed Member percentage of PPA
 - Jupiter Battery Capacity PPA allocated based on Member need
 - PY 22/23 capacity accreditation for Member BTM units
 - Assumed no retirement of Member BTM units

Summer Projections

PY 2025-26 - Summer

Host Site Commitments

		<u>Clinton</u>	<u>Coldwater</u>	<u>Hillsdale</u>	<u>Marshall</u>	<u>Total MSCPA</u>
MISO Zone 7 PRMR (MW)		6.372	82.826	31.777	35.832	156.806
	<u>Resources</u>					
	<u>MISO Zone</u>					
	Coldwater Project IV		13.200			13.200
	AMP PS Project	2.927	7.080	14.161	17.654	41.822
	Coldwater Solar		0.800			0.800
	Hillsdale Unit 5			5.300		5.300
	Hillsdale Unit 6			5.500		5.500
	Marshall Hydro				0.100	0.100
	Marshall Unit 3				1.900	1.900
	Marshall Unit 5				1.400	1.400
	Marshall Unit 6				5.600	5.600
	AMP CSW	0.480	4.704	2.400	2.016	9.600
	AMP Prairie State	0.000	8.848	0.000	1.812	10.660
	Menominee/Oconto Hydro	0.316	2.084	1.246	1.254	4.900
	Subtotal	3.723	36.716	28.607	31.736	100.782
	<u>Contract</u>					
	<u>MISO Zone</u>					
	Solar PPA	0.464	20.406	5.411	2.860	29.141
	Battery PPA	2.182	20.575	0.414	1.828	25.000
	Subtotal	2.646	40.981	5.825	4.688	54.141
	Total Capacity Resources (MW)	6.369	77.698	34.432	36.424	154.923
	Allowable PRA Purchase (MW)	0.000	0.000	0.000	0.000	0.000
	Net Capacity Position (MW)	(0.00)	(5.13)	2.66	0.59	(1.88)

Fall Projections

PY 2025-26 - Fall

Host Site Commitments →

		<u>Clinton</u>	<u>Coldwater</u>	<u>Hillsdale</u>	<u>Marshall</u>	<u>Total MSCPA</u>
MISO Zone 7 PRMR (MW)		4.963	75.882	27.037	34.495	142.377
	<u>Resources</u>					
	<u>MISO Zone</u>					
	Coldwater Project IV		13.200			13.200
	AMP PS Project	2.765	6.689	13.377	16.677	39.507
	Coldwater Solar		0.400			0.400
	Hillsdale Unit 5			5.300		5.300
	Hillsdale Unit 6			5.500		5.500
	Marshall Hydro				0.100	0.100
	Marshall Unit 3				1.900	1.900
	Marshall Unit 5				1.400	1.400
	Marshall Unit 6				5.600	5.600
	AMP CSW	0.440	4.310	2.199	1.847	8.796
	AMP Prairie State	0.000	8.848	0.000	1.812	10.660
	Menominee/Oconto Hydro	0.310	2.041	1.221	1.228	4.800
	Subtotal	3.515	35.487	27.597	30.564	97.163
	<u>Contract</u>					
	<u>MISO Zone</u>					
	Solar PPA	0.232	10.203	2.705	1.430	14.570
	Battery PPA	1.801	19.335	0.690	3.174	25.000
	Subtotal	2.033	29.538	3.395	4.604	39.570
	Total Capacity Resources (MW)	5.547	65.026	30.992	35.168	136.733
	Allowable PRA Purchase (MW)	0.000	0.000	0.000	0.000	0.000
	Net Capacity Position (MW)	0.58	(10.86)	3.96	0.67	(5.64)

Winter Projections

PY 2025-26 - Winter

Host Site Commitments →

		Clinton	Coldwater	Hillsdale	Marshall	Total MSCPA
MISO Zone 7 PRMR (MW)		5.088	96.537	23.991	31.151	156.767
	<u>Resources</u>					
	<u>MISO Zone</u>					
	Coldwater Project IV		13.200			13.200
	AMP PS Project	2.687	6.501	13.002	16.210	38.400
	Coldwater Solar		0.000			0.000
	Hillsdale Unit 5			5.300		5.300
	Hillsdale Unit 6			5.500		5.500
	Marshall Hydro				0.100	0.100
	Marshall Unit 3				1.900	1.900
	Marshall Unit 5				1.400	1.400
	Marshall Unit 6				5.600	5.600
	AMP CSW	0.227	2.221	1.133	0.952	4.533
	AMP Prairie State	0.000	8.848	0.000	1.812	10.660
	Menominee/Oconto Hydro	0.316	2.041	1.246	1.254	4.857
	Subtotal	3.230	32.811	26.181	29.228	91.450
	<u>Contract</u>					
	<u>MISO Zone</u>					
	Solar PPA	0.000	0.000	0.000	0.000	0.000
	Battery PPA	2.711	19.391	0.162	2.736	25.000
	Subtotal	2.711	19.391	0.162	2.736	25.000
	Total Capacity Resources (MW)	5.941	52.202	26.343	31.964	116.450
	Allowable PRA Purchase (MW)	0.000	0.000	0.000	0.000	0.000
	Net Capacity Position (MW)	0.85	(44.33)	2.35	0.81	(40.32)

Note that there is a capacity shortfall for the Winter Season that will need to be addressed by another resource or bilateral contract.

Spring Projections

PY 2025-26 - Spring

Host Site Commitments

		<u>Clinton</u>	<u>Coldwater</u>	<u>Hillsdale</u>	<u>Marshall</u>	<u>Total MSCPA</u>
MISO Zone 7 PRMR (MW)		6.083	83.526	26.560	35.755	151.923
	<u>Resources</u>					
	<u>MISO Zone</u>					
	Coldwater Project IV		13.200			13.200
	AMP PS Project	2.811	6.801	13.601	16.956	40.169
	Coldwater Solar		0.600			0.600
	Hillsdale Unit 5			5.300		5.300
	Hillsdale Unit 6			5.500		5.500
	Marshall Hydro				0.100	0.100
	Marshall Unit 3				1.900	1.900
	Marshall Unit 5				1.400	1.400
	Marshall Unit 6				5.600	5.600
	AMP CSW	0.120	1.174	0.599	0.503	2.396
	AMP Prairie State	0.000	8.848	0.000	1.812	10.660
	Menominee/Oconto Hydro	0.368	2.424	1.450	1.459	5.701
	Subtotal	3.299	33.046	26.450	29.730	92.526
	<u>Contract</u>					
	<u>MISO Zone</u>					
	Solar PPA	0.348	15.304	4.058	2.145	21.855
	Battery PPA	3.172	17.247	0.046	4.536	25.000
	Subtotal	3.520	32.551	4.104	6.681	46.855
	Total Capacity Resources (MW)	6.819	65.597	30.554	36.411	139.381
	Allowable PRA Purchase (MW)	0.000	0.000	0.000	0.000	0.000
	Net Capacity Position (MW)	0.74	(17.93)	3.99	0.66	(12.54)

Note that there is a capacity shortfall for the Spring Season that will need to be addressed by another resource or bilateral contract.

Proposed Costs for the BTM – 20-year financing

Total Construction Costs with 20-year financing over 30 years					
Location	PowerSecure EPC costs	AMP Costs & Contingencies	Finance Cost (20yrs.)	Total Construction Costs	Total Construction Costs (\$/kW-mo)
Clinton - Powerhouse Sub					
Hillsdale - Public Service					
Hillsdale - Industrial Park					
Marshall - South Sub					
Marshall -Pearl Sub					
Marshall - Brooks Sub					
Coldwater - PowerPlant Sub					
MI Totals	\$45,995,444	\$3,367,272	\$28,822,583	\$78,185,299	\$4.22

Construction Assumptions:

- PowerSecure EPC pricing is good until February 28, 2023
- AMP Costs includes estimated interconnection costs (\$50,000), AMP costs (\$100,000) and 5% contingency
- 5% interest rate
- Estimated COD June 1, 2024

Total Estimated Costs for the BTM Project (\$/kW-mo)

Total Costs with 20-year financing - 30-year maintenance over 30 years			
Location	Total Construction Costs (\$/kW-mo)	Maintenance & Monitoring (\$/kW-mo)	Total Costs (\$/kW-mo)
Clinton - Powerhouse Sub			
Hillsdale - Public Service			
Hillsdale - Industrial Park			
Marshall - South Sub			
Marshall - Pearl Sub			
Marshall - Brooks Sub			
Coldwater - PowerPlant Sub			
MI Averages	\$4.22	\$1.34	\$5.56

Capacity

- Hillsdale
 - Summer ~ 11 MW (plus potential replacement of existing units)
 - Winter ~ 11 MW (plus potential replacement of existing units)
- Current Zone 7 2023/2024 bilateral market is ~ \$6.25 - \$7/kW-Mo
- Clearing Price Cap ~ \$8.70/kW-Mo

AMP Actions

- AMP Board of Trustees approved the following:
 - AMP's President/CEO is authorized to execute PowerSecure Term Sheet (proposals) based on MSCPA Board approval, holding pricing until February 28, 2023.
 - AMP's President/CEO is authorized to execute and deliver, on behalf of AMP and in such form(s) as are approved by the General Counsel, contracts that are necessary for the construction of the Michigan BTM project, contingent on executed Member Power Sales Contracts.
 - AMP is authorized to carry such expenses initially on the AMP Line of Credit



Questions?



CITY OF HILLSDALE, MICHIGAN

RESOLUTION NO. _____

**TO APPROVE THE FORM AND AUTHORIZE THE EXECUTION OF
A POWER SALES CONTRACT AND SUPPLEMENTAL AGREEMENT THERETO
WITH AMERICAN MUNICIPAL POWER, INC. AND
TAKING OTHER ACTIONS IN CONNECTION THEREWITH
REGARDING PARTICIPATION IN THE
AMP MICHIGAN R.I.C.E. PEAKING PROJECT
OPTIONAL [AND TO DECLARE AN EMERGENCY]**

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, Municipality is a member of the Michigan South Central Power Agency ("MSCPA"); and

WHEREAS, Municipality is also a member of American Municipal Power, Inc., ("AMP"); and

WHEREAS, Municipality and MSCPA have agreements in place under which MSCPA is to supply to Municipality and Municipality is to purchase from MSCPA, all bulk power needs of Municipality related to its municipal electric utility system; and

WHEREAS, Municipality and MSCPA, and certain of MSCPA's other member municipalities, acting individually and, along with other municipalities that own and operate electric utility systems, jointly, endeavor to arrange for reliable, reasonably priced supplies of electric power and energy for ultimate delivery to their customers; and

WHEREAS, AMP is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric power and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of its Members, such Members, including the Municipality, being, and to be, political subdivisions of their respective states that operate, or whose members operate, electric systems in, as of the date of

adoption hereof, Delaware, Indiana, Kentucky, Maryland, Michigan, Ohio, Pennsylvania, Virginia and West Virginia; and

WHEREAS, each of the Members owns and operates its electric system for the benefit of its customers; and

WHEREAS, certain of the Members, including the Municipality, have determined it requires additional, long-term sources of reliable and reasonably priced electric capacity and energy and has requested that AMP arrange for the same; and

WHEREAS, in furtherance of such purpose, Municipality, along with other Members (collectively "Participants") request and AMP agrees and intends to finance, construct, operate and own certain reciprocating internal combustion engine systems, and interconnection facilities ("Interconnection") interconnected with Municipality's electric utility system to be known collectively as the AMP Michigan R.I.C.E. Peaking Project ("Project"); and

WHEREAS, AMP has resolved, in accordance herewith, to develop, including, as appropriate, the financing, acquisition, construction, ownership and operation of, and arrangements for the acquisition, financing, payment and prepayment of fuel for, its ownership interest in the Project as well as other arrangements related thereto, which AMP and, in certain cases, the Participants, deem necessary to enable AMP to fulfill its obligations hereunder to sell and transmit, or otherwise make available, electric capacity and energy to the Participants pursuant to the AMP Michigan R.I.C.E. Peaking Project Power Sales Contract (hereinafter "PSC"); and

WHEREAS, in order to obtain such sources of electric capacity and energy, the Participants are willing to pay AMP for their respective rights to such electric capacity and energy and transmission service at rates that are sufficient, but only sufficient, to enable AMP to (i) recover all costs and expenses incurred with respect to, and arrangements for the acquisition, financing, payment and prepayment of fuel for, the Project as set forth herein, all other Power Sales Contract Resources obtained by AMP to supplement the Project, and related service arrangements undertaken by AMP to enable it to fulfill its obligations hereunder, and (ii) recover any other expenditures or revenues authorized hereunder.

WHEREAS, Municipality desires, and AMP has agreed, that Municipality be a Host Member whereby one or more of the Project's reciprocating internal combustion engine systems will be located within the Municipality and interconnected to the Municipality's electric distribution system; and

WHEREAS, prior to the adoption of this resolution, AMP has (i) kept MSCPA and Municipality informed regarding the developmental process and efforts undertaken by AMP; (ii) afforded representatives of MSCPA and Municipality the opportunity to ask such questions, review such data and reports, conduct such inspections and otherwise perform such investigations with respect to planning and proposed engineering, acquisition, construction and operation of the Project and the terms and conditions of the PSC, as supplemented by the Supplement to Power Sales Contract ("Supplement") authorized below as MSCPA and Municipality deem necessary or appropriate in connection herewith; and

WHEREAS, the Supplement provides that, so long as Municipality and MSCPA maintain their contractual agreements under which MSCPA must supply and Municipality must purchase from MSCPA all of Municipality's bulk power needs, and until MSCPA and Municipality file a notice of termination of agency with AMP, MSCPA shall act as agent for Municipality under the PSC, and exercise and perform all rights, duties and obligations of Municipality thereunder, including but not limited to, the right to receive power and energy, and the obligation to pay all Service Fees, Rates and Charges and other amounts owing by Municipality thereunder; provided that in the event MSCPA fails to pay on behalf of Municipality any amounts owing under the PSC, Municipality shall nevertheless be liable therefor; and

WHEREAS, the PSC states that any amount payable by Municipality thereunder shall be payable solely from the revenues of Municipality's municipal electric utility system as an operating expense; and

WHEREAS, the proposed form of the PSC, as supplemented by the Supplement, has been reviewed by this Council and this Council has been advised on the same; and

WHEREAS, it is necessary and desirable to act upon the PSC, including the Supplement:

[OPTIONAL EMERGENCY LANGUAGE: WHEREAS, in order to effectively take the necessary steps to arrange for and have AMP timely deliver the electric energy and other products, this Resolution is declared to be an emergency measure;]

NOW, THEREFORE, BE IT RESOLVED THAT:

SECTION 1. The PSC and the Supplement, drafts of which are on file with Municipality Clerk, are hereby approved, and the [AUTHORIZED REP] is authorized and directed to execute on behalf of Municipality a final form of the PSC and the Supplement, substantially in the form approved by this resolution with such changes as the [AUTHORIZED REP] may approve as neither inconsistent with this resolution nor materially detrimental to the Municipality, his or her execution of the PSC to be conclusive evidence of such approval.

SECTION 2. That the [AUTHORIZED REP] is hereby authorized to acquire on behalf of the Municipality, as a Participant, as defined in the PSC, Power Sales Contract Resources (hereinafter "PSCR Share"), as defined in the PSC, without bid, from AMP and to execute and deliver any and all documents necessary to become a Participant in the Project pursuant to the conditions set forth herein and in the PSC and the Supplement and to carry out its obligations thereunder.

SECTION 3. That it is further acknowledged and understood that because the Participants will finalize the precise PSCR Share to be acquired by each Participant electing to enter into the PSC after all such Participants execute and deliver the PSC, the [AUTHORIZED REP] in connection with the execution and delivery of the PSC, is authorized and directed to determine and acquire Municipality's PSCR Share (not taking into account the Step-Up as defined in the PSC), of up to a nominal amount of [XXXX] kilowatts, after consultation with AMP and the other Participants regarding the PSCR Share available pursuant to said PSC, such PSCR Share to be set forth in Appendix A of the PSC, such determination as to such PSCR Share being conclusively evidenced by the adoption of Appendix A to the PSC, as authorized therein.

SECTION 4. That the [AUTHORIZED REP] of this Municipality, as a part of such officer's official duties, is hereby appointed as Municipality's representative for any meetings or determinations of the Participants or the Participants Committee pursuant to the PSC and is authorized and directed, acting for, in the name of and on behalf of this Municipality, to vote Municipality's PSCR Share with regard to any determinations regarding the Project as set forth in the PSC.

SECTION 5. That the [AUTHORIZED REP] may appoint, in writing from time to time as necessary, another representative of the Municipality as his or her alternate to carry out the duties set forth in Section 4 hereof.

SECTION 6. That the [AUTHORIZED REP] is hereby authorized and directed to negotiate one or more site leases for land owned by the Municipality and related interconnection agreements with AMP for the Project's systems that will be located in or near the Municipality and interconnected to the Municipality's electric distribution system.

SECTION 7. As provided in the form of the PSC, Municipality appoints MSCPA as its agent for all purposes under the PSC, unless and until Municipality and MSCPA file a termination of agency with AMP as provided in the Supplement.

SECTION 8. That any necessity of competitive bidding that may arguably be required for the Municipality to execute the Project PSC is hereby waived as in the best interest of the Municipality.

SECTION 9. 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 10. 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.

SECTION 11. That this resolution shall take effect at the earliest date allowed by law. OR [**Optional emergency language:** That this resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the Municipality and its inhabitants and shall take effect immediately upon its passage.]

Passed in open Council this 20th day of February, 2023.

Adam L. Stockford, Mayor

Katy Price, City Clerk

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**POWER SALES CONTRACT
REGARDING THE
AMP MICHIGAN R.I.C.E. PEAKING PROJECT**

**BETWEEN
AMERICAN MUNICIPAL POWER, INC.
AND
THE CITY OF HILLSDALE, MICHIGAN**

Dated as of _____, 2023

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Appendices

- Appendix A – Schedule of Participants and PSCR Shares (Preliminary Estimates)
- Appendix B - AMP Michigan R.I.C.E Peaking Project Rate Schedules
 - Appendix B-1 – Power Sales Rate Schedule
 - Appendix B-2 – Example of the Calculation of Project Aggregate LMP
 - Appendix B-3 – Sample Monthly Invoice
- Appendix C – Points of Delivery (Preliminary)
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- Appendix D – Project Description (As of _____, 2023)
- Appendix E – Development Costs and Interconnection Costs
- Appendix F – Related Agreements
- Appendix G – Trust Indenture
- Appendix H – Form of Legal Counsel Opinion
- Appendix I – Special Provisions – Scheduling and Dispatching
- Appendix J – Notices
- Appendix K – Disclosures
- Appendix L – AMP Michigan R.I.C.E. Peaking Project Participants Meetings and Participants Committee Regulations

1 **POWER SALES CONTRACT**
2 **REGARDING THE**
3 **AMP MICHIGAN R.I.C.E. PEAKING PROJECT**
4 **BETWEEN**
5 **AMERICAN MUNICIPAL POWER, INC.**
6 **AND**
7 **THE CITY OF HILLSDALE, MICHIGAN**
8
9

10 This Power Sales Contract (as used herein capitalized words have the meaning
11 set forth in Section 1 hereof), dated as of _____, 2023 is made and entered into
12 between American Municipal Power, Inc. (“AMP”) on the one hand, and its Members
13 listed on the Schedule of Participants attached hereto as Appendix A (the
14 “Participants”), including the City of Hillsdale, Michigan (“Participant”).

15 **WITNESSETH:**

16 WHEREAS, AMP is an Ohio nonprofit corporation, organized to own and operate
17 facilities, or to provide otherwise, for the generation, transmission or distribution of
18 electric Capacity and Energy as defined herein, or any combination thereof, and to
19 furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of its
20 Members, such Members, including Participant, being, and to be, Political Subdivisions
21 of their respective states that operate Electric Systems in, as of the date hereof
22 Delaware, Indiana, Kentucky, Ohio, Maryland, Michigan, Pennsylvania, Virginia and
23 West Virginia;

24 WHEREAS, Participant is a Political Subdivision of the State of Michigan which
25 owns and operates its Electric System for the benefit of its customers, or members, and
26 is a Member of AMP;

27 WHEREAS, in order to satisfy the electric Capacity and Energy requirements of
28 its Electric System, Participant has heretofore purchased, or desires to do so in the
29 future, economical and reliable Capacity, Energy and Transmission Service from AMP;

30 WHEREAS, Participant acting individually and, along with other Members which
31 own and operate Electric Systems, jointly, endeavors to arrange for reliable, reasonably

1 priced supplies of electric Capacity, Energy and Transmission Service for the ultimate
2 benefit of its customers or members;

3 WHEREAS, Participant has determined it requires additional, long-term sources
4 of Capacity and Energy from peaking facilities and has requested that AMP arrange for
5 the same;

6 WHEREAS, in furtherance of such purpose, each of the Participants requests
7 and AMP agrees and intends that it will develop, including, as appropriate, the
8 financing, acquisition, construction, ownership and operation, of the Project;

9 WHEREAS, AMP will offer shares of the Capacity Attributes and Energy derived
10 from the Systems at an economical price to Participants; and

11 WHEREAS, AMP has offered to enter into this Power Sales Contract so that
12 AMP can generate and sell to Participants, and Participants will agree to take and pay
13 for, a PSCR Share including payments with respect to the Bonds;

14 **NOW, THEREFORE**, for and in consideration of the mutual covenants and
15 agreements herein set forth, it is agreed by and between Participant and AMP as
16 follows:

1 **SECTION 1. Definitions and Explanations of Terms**

2 Capitalized terms defined in this Contract shall have the meaning ascribed to
3 them herein. Except where the context otherwise requires, words impacting the
4 singular number shall include the plural number and vice versa, and words impacting
5 persons shall include firms, associations, public and private corporations, and any other
6 legal entities. As used herein:

7 Additional Sites shall have the meaning set forth in Section 33.

8 AMP shall mean American Municipal Power, Inc.

9 AMP Michigan Reciprocating Internal Combustion Engine ("R.I.C.E.") Peaking
10 Project or Project shall mean (i) all the Products generated by or made available to AMP
11 from the Sites and Systems developed by AMP and any related rights and interests
12 (Appendices A, C and D shall be amended to reflect any additions to or changes in the
13 AMP Michigan R.I.C.E. Peaking Project, authorized or undertaken in accordance with
14 Section 33 as well as other provisions of this Contract); and (ii) the Systems, all
15 Additional Sites and all related permits, licenses, easements and other real and
16 personal property rights and interests, together with all additions, improvements,
17 renewals and replacements to said electric generating facilities necessary to keep the
18 Systems in good operating condition or to prevent a loss of revenues therefrom or as
19 required by any governmental agency having jurisdiction necessary for AMP to arrange
20 for the beneficial use of the Products made available to the Participants through AMP.

21 Appendix shall mean any of the attachments to this Contract, all of which are
22 incorporated herein and made a part hereof as the same shall be modified, updated or
23 replaced from time to time pursuant to the terms hereof.

24 Behind-the-Meter-Generation means a generation unit that delivers energy to
25 load that is located behind a commercial pricing node and is not scheduled or settled by
26 MISO.

SECTION 1

1 Bonds shall mean revenue bonds, notes, bank loans, commercial paper or any
2 other evidences of indebtedness, without regard to the term thereof, whether or not
3 certificated, whether or not any issue thereof shall be subordinated as to payment to
4 any other issue thereof, from time to time issued by AMP (including any legal successor
5 thereto) to finance or refinance any cost, expense or liability paid or incurred or to be
6 paid or incurred by AMP with respect to the AMP Michigan R.I.C.E. Peaking Project,
7 including Development Costs, Interconnection Costs, costs of issuance, Fuel
8 procurement, and any other Project Costs necessary or convenient to arrange for the
9 beneficial use of the Products by the Participants, including rate stabilization, or
10 otherwise paid or incurred or to be paid or incurred by AMP in connection with the
11 performance of its obligations under this Power Sales Contract. Bonds shall also
12 include any financial or commodity hedge or swap instrument and the effect thereof,
13 where the context is appropriate. For the avoidance of doubt, the term Bonds shall
14 include AMP's obligations, certificated or not, for money borrowed on a temporary or
15 interim basis pending the issuance of long-term Bonds.

16 Business Day shall mean a day other than a Saturday, Sunday or national or
17 state holiday in any state in which a Party is domiciled.

18 Capacity shall mean the ability of the Systems to produce kWhs, MWhs, ancillary
19 services or other Capacity Attributes measured in kW or MW.

20 Capacity Attributes shall mean any current or future defined characteristic,
21 certificate, tag, credit, or ancillary service attribute, whether general in nature or specific
22 as to the location or any other Capacity-related value or attribute of the Systems, other
23 than Transmission Attributes, that may provide or add value in any manner to the
24 Systems.

25 Capacity Charge – see Demand Charge.

26 Commercial Operation shall mean the System on a respective Site is determined
27 to be in service, after physical completion and completion of all required testing, for all

SECTION 1

1 commercial operating purposes without material restriction, as confirmed by a certificate
2 of an independent engineer selected by AMP.

3 Contract or Power Sales Contract shall mean this Power Sales Contract together
4 with all Appendices, amendments and supplements hereto as permitted by the
5 provisions hereof.

6 Delivery Point(s) – see Point(s) of Delivery.

7 Demand Charge or Capacity Charge shall mean the rate or charge per kW to
8 Participants principally designed to recover any fixed Project Costs which comprise
9 Revenue Requirements as set forth in Section 5 hereof and the Rate Schedule
10 including any payments respecting Bonds and as are not otherwise recovered by AMP.

11 Development Costs shall mean all development costs incurred by AMP in
12 furtherance of the planning, investigating, siting, licensing, engineering, financing,
13 permitting, equipping, land acquisition, construction, procurement and related activities
14 in connection with the Project, the estimated costs of which are set forth on Appendix E.

15 Effective Date shall have the meaning set forth in Section 32.

16 Electric System shall mean each Participant's electric utility system.

17 Energy shall mean electric energy in kWh or MWh delivered by the Systems to
18 the Points of Delivery as specified in Appendix C.

19 Energy Attributes shall mean the electric energy generated by the Project as
20 metered at the Delivery Point, expressed in kWhs at the nominal voltage specified in the
21 Interconnection Agreement. Energy Attributes shall be net of (i) any electric energy
22 generated by the Project and consumed by the Project prior to delivery to the Delivery
23 Point and (ii) any transformation losses between the Project and the Delivery Point.

24 Energy Charge shall mean the rate or charge per kWh to Participants, principally
25 designed to recover variable Project Costs, including those variable costs that comprise

SECTION 1

1 Revenue Requirements, as set forth in Section 5 hereof and in the Rate Schedule, not
2 otherwise recovered hereunder.

3 Environmental Fund shall mean the sub-fund of the Reserve and Contingency
4 Fund referred to in Section 5(A)(xi) that may be used from time to time to mitigate the
5 Project's environmental impacts or to moderate volatility in the costs of environmental
6 compliance, including but not limited to the funding of reserves for, or the purchase
7 and/or sale of, allowances or off sets from Participants, AMP or others.

8 FERC shall mean the Federal Energy Regulatory Commission and its
9 successors.

10 Financial Transmission Rights or FTRs shall mean a financial instrument
11 awarded to bidders in the FTR auctions conducted by an RTO or other transmission
12 operator that entitles the holder to a stream of revenues or charges based on factors
13 such as the hourly day ahead congestion price differences across a transmission path.

14 Fixed Demand Charge means the amounts included within the Demand Charge
15 required for payment by AMP for the scheduled principal of and premium, if any, and
16 interest on any Bonds.

17 Force Majeure means any event or circumstance which wholly or partly prevents
18 or delays the performance of any material obligation arising under this Contract, other
19 than the obligation to pay amounts due, but only to the extent (1) such event is not
20 within the reasonable control, directly or indirectly, of the Party seeking to have its
21 performance obligation(s) excused thereby, (2) the Party seeking to have its
22 performance obligation(s) excused thereby has taken all reasonable precautions and
23 measures in order to prevent or avoid such event or mitigate the effect of such event on
24 such Party's ability to perform its obligations under this Contract and which by the
25 exercise of due diligence such Party could not reasonably have been expected to avoid
26 and which by the exercise of due diligence it has been unable to overcome, and (3)
27 such event is not the direct or indirect result of the fault or negligence of the Party
28 seeking to have its performance obligations excused thereby.

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2 Fuel shall mean diesel fuel, biodiesel fuel, diesel fuel storage or related rights,
3 contracts or assets, and any hedges or other financial devices to mitigate prices or risks
4 of the same, as are necessary or convenient to operate the Project.

5 Host Member shall mean each Participant, acting solely in its capacity as an
6 municipally-owned electric utility, which has a System connected to such Participant's
7 Electric System.

8 Host Site shall mean the Site of a Host Member.

9 Interconnection Costs shall mean costs of interconnection and interconnection
10 facilities from a System's Delivery Point to the Host Member's Electric System, including
11 all costs of facility upgrades and planning studies required by the Transmission Owner,
12 an appropriate allocation of any operating and maintenance costs of such facilities, all to
13 the extent incurred by AMP or the Host Member and reimbursed by AMP more
14 particularly described on Appendix E.

15 kW shall mean kilowatt (AC), unless otherwise indicated.

16 kWh shall mean kilowatt hour (AC), unless otherwise indicated.

17 Load Modifying Resource or LMR shall mean the behind the meter generation or
18 storage system that is eligible to receive MISO capacity accreditation under the MISO
19 resource adequacy requirements. The term LMR as used in this contract shall apply to
20 any future name MISO might assign to the use of Behind-the-Meter Generation or
21 storage systems that are eligible to qualify as capacity resources.

22 Locational Marginal Pricing (LMP) shall mean the hourly integrated market clearing
23 marginal price for Energy at the location the Energy is delivered or received.

24 Long Term shall mean periods greater than one (1) year.

25 Member shall mean any Political Subdivision that is a member of AMP.

SECTION 1

1 Michigan South Central Power Association (MSCPA) shall mean the public body
2 politic and corporate organized as a joint agency by its members pursuant to P.A. 1976,
3 No. 448 to, among other things, supply electric power and energy for the present and
4 future needs of its members. MSCPA also takes MISO transmission service on behalf
5 of Participant.

6 MISO RTO shall mean the Midcontinent Independent System Operator, Inc.

7 Month or Monthly shall mean or refer to a calendar month.

8 MW shall mean megawatt (AC), unless otherwise indicated.

9 MWh shall mean megawatt hour (AC), unless otherwise indicated.

10 NERC shall mean the North American Electric Reliability Corporation, its
11 successors and assigns, and includes related regional entities such as ReliabilityFirst
12 Corporation and their successors and assigns.

13 Net Congestion, Losses, FTR Charge shall include all costs and credits
14 associated with delivery of Capacity and Energy from the Delivery Point including, but
15 not limited to, marginal losses, marginal congestion, FTR purchase costs and, FTR
16 congestion credits.

17 Network Integration Transmission Service or NITS shall mean the transmission
18 service that allows AMP to deliver Energy from the Project to a Secondary Delivery
19 Point.

20 O&M Expenses shall mean the ordinary and usual operating expenses of a
21 Participant's Electric System including purchased Capacity and Energy expense and all
22 amounts payable by Participant to or for the account of AMP under this Contract,
23 including all other items included in operating expenses under generally accepted
24 accounting principles as adopted by the Governmental Accounting Standards Board or
25 other applicable authority; provided, however, that if any amount payable by a
26 Participant under this Contract is prohibited by applicable law or by a contract existing
27 on the Effective Date hereof from being paid as an O&M Expense of Participant's

SECTION 1

1 Electric System, such amount shall be payable from any available funds of Participant's
2 Electric System and shall constitute an O&M Expense of Participant's Electric System at
3 such time as such law or contract shall permit the same or be terminated.

4 Participant shall mean each Member and, if approved by the AMP Board of
5 Trustees, other municipal electric systems or joint action agencies comprised of Political
6 Subdivisions that have applied for AMP membership and that operate Electric Systems,
7 and in either case have entered into this Contract and are listed on the Schedule of
8 Participants attached as Appendix A, including the Member named in the Parties clause
9 of this Contract and shall include, as the context requires, their officers, representatives
10 and agents.

11 Participants Committee shall mean a committee consisting of Participants, the
12 members of which, in the aggregate, have not less than a majority of the PSCR Shares,
13 organized and operating in accordance with Appendix L.

14 Party with reference to this Contract shall mean AMP or Participant.

15 Point(s) of Delivery or Delivery Point(s) shall mean (i) the points as set forth in
16 Appendix C at which AMP shall be required to make available or deliver Capacity and
17 Energy, at the Project Rate, to or for the benefit of Participants from the various Sites
18 included in the Project pursuant to this Contract and (ii) Replacement Power, the point
19 or points at which Capacity or Energy is received by or made available to AMP for
20 delivery to the Participants, and, in the case of (i) and (ii), at the Project Rate.

21 Political Subdivision shall mean a city, village, town, municipality, borough, joint
22 action agency or other public entity that constitutes a political subdivision of a state,
23 within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended
24 and Treas. Reg. Section 1.103-1, and as the same may be modified or amended from
25 time to time.

26 Power Cost Adjustment Factor shall adjust either or both of the Capacity Charge
27 and the Energy Charge upward or downward to reflect any and all out of period
28 adjustments not covered in the Capacity Charge, Energy Charge, Net Congestion,

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1 Losses or FTR Charge as set forth in Section 5 hereof and in the Rate Schedule, that
2 are required to assure that the total costs invoiced for Capacity and Energy delivered
3 under this Contract are equal to the expenses incurred, or expected to be incurred, in
4 providing the Products hereunder.

5 Power Sales Contract or Contract shall mean this Power Sales Contract,
6 together with all Appendices, amendments and supplements hereto as permitted by the
7 provisions hereof.

8 Power Sales Contract Resources or PSCR shall mean, to the extent acquired or
9 utilized by AMP to meet its obligations to deliver electric Capacity and Energy to the
10 Participants at the Point of Delivery pursuant to this Contract, (i) the Products and (ii) all
11 sources of Replacement Power, whether real or personal property or contract rights.

12 Products shall mean the net Energy generated by the Systems, and associated
13 Transmission Attributes and Capacity Attributes.

14 Project - see AMP Michigan R.I.C.E. Peaking Project.

15 Project Aggregate LMP shall mean the calculated hourly LMP value equal to the
16 production weighted average hourly LMP for all Systems.

17 Project Costs shall mean (i) all Development Costs, costs for the operation and
18 maintenance of the Project, and Interconnection Costs, including without limitation, the
19 costs of any necessary interconnection facilities or upgrades required to interconnect
20 any of the Systems of the Project with a Host Member, Transmission Owner or with the
21 respective RTO or any other transmission provider and make available or transmit
22 Products to or on behalf of the Participants, any payments or prepayments for
23 acquisition of an arrangements for Fuel, or costs otherwise paid or incurred or to be
24 paid or incurred by or on behalf of the Participants or AMP in connection with its
25 performance of its obligations under this Contract, any Trust Indenture or any Related
26 Agreement, and (ii) any taxes or payments in lieu of taxes, initial inventories, including
27 the purchase of any inventories of emission allowances or other environmental rights,
28 working capital, spares and other start-up related costs, related environmental

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1 compliance costs, legal, engineering, accounting, advisory and other financing costs
2 relating thereto, including the funding of reserves established under a Trust Indenture,
3 and the refurbishing, improving, repairing, replacement, retiring, decommissioning or
4 disposing of the Project.

5 Project Rate shall mean the total delivered cost to any Participant for Demand
6 Charges, Energy Charges and any other changes or power cost adjustments at the
7 Points of Delivery, as specified in the Rate Schedule.

8 PSCR Share for any Participant expressed in kilowatts (kW) shall mean such
9 Participant's nominal entitlement to Products from the Project such that the sum of all
10 PSCR Shares (in kW) equals the total Project Capacity (in kW) as shown in Appendix A,
11 subject to adjustment as set forth herein. PSCR Share for any Participant expressed as
12 a percentage (%), rounded to the nearest one-hundredth of one percent, shall mean the
13 result derived by dividing such Participant's PSCR Share in kW by the total of all of the
14 Participants' PSCR Shares (including such Participant's PSCR Share) in kW, as shown
15 in Appendix A, subject to adjustment as set forth herein, such that the sum of all such
16 PSCR Shares expressed as a percentage (%) is at all times one hundred percent
17 (100%). While the Participants' PSCR Shares in kW may change on account of the
18 rerating or availability of such Capacity, the Participants' PSCR Shares expressed in
19 percentage (%) will not change on account of any rerating or availability.

20 Prudent Utility Practice shall mean any of the practices, methods and acts which,
21 in the exercise of reasonable judgment, in the light of the facts, including but not limited
22 to the practices, methods and acts engaged in or approved by a significant portion of
23 the United States electrical utility industry prior thereto, known at the time the decision
24 was made, would have been expected to accomplish the desired result at the lowest
25 reasonable cost consistent with reliability, safety and expedition. It is recognized that
26 Prudent Utility Practice is not intended to be limited to the optimum practice, method or
27 act to the exclusion of all others, but rather it is a spectrum of possible practices,
28 methods or acts which could have been expected to accomplish the desired result at
29 the lowest reasonable cost consistent with reliability, safety and expedition.

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1 Rate Schedule shall mean the schedule of rates and charges attached hereto as
2 Appendix B, as the same may be revised from time to time in accordance with the
3 provisions of Section 5 hereof.

4 Rate Stabilization Fund shall have the meaning set forth in a Trust Indenture or
5 otherwise established by the Participants Committee as a Project fund and refers to a
6 special fund, including any sub-funds, established by AMP to accumulate funds
7 sufficient to provide an immediately available source of funds to stabilize or levelize
8 rates hereunder.

9 Related Agreements shall mean (i) any agreements for Transmission Service for
10 any of the Systems included in the Project to the appropriate transmission or distribution
11 system such as to a Participant, MSCPA, the MISO RTO, or other transmission owner,
12 including, as set forth in Appendix F, any Interconnection Agreements or agreements for
13 Supplemental Transmission Service and any Additional Sites, any other agreements for
14 Transmission Service to enable AMP to meet its obligations to make available or deliver
15 electric Capacity and Energy to each Participant at its respective Secondary Points of
16 Delivery or otherwise pursuant to this Contract, any agreements for the purchase of
17 Replacement Power, any Long Term agreements entered into by AMP for the
18 acquisition of Fuel or Replacement Power, as the same may be amended from time to
19 time, and (ii) any agreement entered into pursuant to Sections 33 or 36 hereof, all as
20 the same may be amended from time to time.

21 Replacement Power shall mean capacity and energy purchased or sold by AMP
22 to be made available or for delivery on or after the Commercial Operation of any System
23 (i) to account for the difference between scheduled output of the Project's generation
24 facilities and actual output of the Project's generation facilities; or (ii) to replace all or
25 any portion of the Project's installed capacity through a MISO Planning Resource
26 Auction (or successor) or from a bilateral capacity purchase during periods in which any
27 System is expected, for any reason, to be derated or otherwise incapable of generating
28 its full nominal capability; or (iii) when, with the approval of a Super Majority of the
29 Participants, the purchase from or sale to the market of capacity or the entry into

SECTION 1

1 reserve sharing arrangements or like transactions, will lower the expected Project Rate
2 or is consistent with Prudent Utility Practice.

3 Reserve and Contingency Fund shall have the meaning set forth in a Trust
4 Indenture and refers to a special fund, including any sub-funds, established by AMP to
5 accumulate funds sufficient to provide an immediately available source of funds for the
6 extraordinary maintenance, repair, overhaul and replacement of the Project to mitigate
7 environmental impacts, achieve environmental compliance or purchase allowances
8 (Environmental Fund) to stabilize or mitigate rate volatility or rate increases to the
9 Participants (Rate Stabilization Fund) and to meet other requirements of the Trust
10 Indenture for which other funds are not, by the terms of the Trust Indenture, immediately
11 available.

12 Revenue Requirements shall have the meaning assigned to such term in Section
13 5(A).

14 RTO shall mean any one of the regional transmission organizations approved by
15 the FERC or its successors or assigns, the territory of which includes the transmission
16 systems to which a Point of Delivery is connected.

17 Service Fee shall mean AMP's Service Fee B charge of up to one mill (\$0.001)
18 per kWh for all Energy delivered hereunder at the Points of Delivery under this Contract.
19 As of January 1, 2023, said charge is \$0.00058 per kWh. Said charge may be
20 prospectively increased or decreased at the sole option of AMP's Board of Trustees at
21 any time provided, however, that except as provided hereunder, such fee shall not
22 exceed one mill (\$0.001) per kWh. Any such increases are limited, however, to an
23 additional one-tenth of one mill (\$0.0001) per kWh for Energy delivered hereunder on
24 and after January 1 of each year this Contract is in effect; provided, however, that (i) in
25 the event AMP's Board of Trustees elects not to increase said charge in any such year,
26 the charge may be increased in any following year by an additional one-tenth of one mill
27 (\$0.0001) per kWh for each year said charge was not increased; and (ii) at the sole
28 option of AMP's Board of Trustees, it may convert and replace said charge per kWh to a
29 system of charges based upon Demand (in kW) and Energy (in kWh), provided,

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1 however, that any such Demand and Energy charges may not operate to cause any
2 Participant to incur Service Fees in excess of what would have been allowable under
3 the “per kWh” method utilizing the actual capacity factor of the Project. Service Fee B
4 may be increased above \$0.001 per kWh with the approval of both the AMP Board of
5 Trustees and the Participants Committee.

6 Site(s) shall mean the individual location of reciprocating internal combustion
7 engine diesel peaking facilities that are part of the Project.

8 Step Up Power shall have the meaning set forth in Section 18(B).

9 Super Majority shall mean not less than seventy-five percent (75%) of the
10 weighted vote, based upon PSCR Shares of those present and voting for, respectively,
11 (i) votes in all Participants meetings and (ii) votes at Participants Committee meetings.

12 System or Systems shall mean a reciprocating internal combustion engine,
13 mounting assemblies, inverters, converters, metering, lighting fixtures, transformers,
14 ballasts, disconnects, combiners, switches, wiring devices and wiring, to be installed at
15 a Site.

16 Tax Exempt Obligations shall have the meaning set forth in Section 21.

17 Transmission Attributes shall mean any current or future defined characteristic,
18 certificate, tag, credit, or ancillary service attribute, whether general in nature or specific
19 or any other transmission related value or attribute of the Project that may provide or
20 add value in any manner to the Systems.

21 Transmission Owner shall mean the incumbent owner of transmission facilities to
22 which the Host Member's distribution system is interconnected, including but not limited
23 to DTE Electric (“DTE”) and Michigan Electric Transmission Company, LLC (“METC”).

24 Transmission Service shall mean all transmission or delivery arrangements,
25 together with all related or ancillary services rights and facilities, to the extent the same
26 are necessary or prudent to provide for the availability or delivery, whether actual or

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1 contractual, of Capacity and Energy hereunder to the Points of Delivery, including any
2 congestion or other applicable RTO charges.

3 Trust Indenture shall mean any one or more trust indentures, trust agreements,
4 loan agreements, resolutions or other similar instruments providing for the issuance and
5 securing of Bonds.

6 Utility Governing Body shall mean, as to any Participant, the governing body of
7 the Participant identified in paragraph 3 of the legal opinion, in substantially the form of
8 Appendix H hereto, furnished to AMP by such Participant pursuant to Section 23 hereof
9 upon its execution and delivery of this Contract.

10 Weighted Vote shall mean the majority vote, based upon PSCR Shares of those
11 present and voting, at any meeting at which a quorum is present.

1 **SECTION 2. Representations.**

2 (A) Unless otherwise noticed in writing to Participant prior to the Effective
3 Date, AMP represents that, as of the Effective Date:

4 (i) AMP is a nonprofit corporation duly created and validly existing
5 pursuant to the Constitution and statutes of the State of Ohio, and the Board of
6 Trustees of AMP is responsible for the management of its affairs.

7 (ii) AMP has full legal right and authority to enter into this Power Sales
8 Contract, to carry out its obligations hereunder and to sell the Products as
9 provided herein.

10 (iii) AMP's Board of Trustees duly approved this Power Sales Contract
11 and authorized the execution and delivery hereof, on behalf of AMP, by action
12 duly and lawfully adopted at a meeting duly called and held at which a quorum
13 was present and acting throughout.

14 (iv) This Power Sales Contract has been executed and delivered by the
15 appropriate officers of AMP and, assuming Participant has all the requisite power
16 and authority to execute and deliver and has duly authorized, executed and
17 delivered this Contract, as between AMP and Participant, constitutes a legal,
18 valid and binding obligation of AMP enforceable in accordance with its terms,
19 except to the extent enforceability may be limited by bankruptcy, insolvency,
20 moratorium, reorganization or other similar laws affecting creditors' rights
21 generally and by equitable principles.

22 (v) The execution and delivery by AMP of this Power Sales Contract
23 and the performance by AMP of its obligations hereunder does not and will not
24 contravene any law in existence on the date of execution and delivery of this
25 Contract or any order, injunction, judgment, decree, rule or regulation in
26 existence on the date of execution and delivery of this Contract of any court or
27 administrative agency having jurisdiction over AMP or its property or result in a
28 breach or violation of any of the terms and provisions of, or constitute a default

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1 under, any bond ordinance, trust agreement, indenture, mortgage, deed of trust
2 or other agreement in existence on the date of execution and delivery of this
3 Contract to which AMP is a party or by which it or its property is bound.

4 (vi) All approvals, consents or authorizations of, or registrations or
5 filings with, any governmental or public agency, authority or person required on
6 the part of AMP in connection with the execution, delivery and performance of
7 this Contract have been obtained or made, other than such approvals, consents,
8 authorizations, registrations, or filings not yet required to have been obtained or
9 submitted.

10 (vii) Except as set forth in Appendix K, there is no litigation or other
11 proceedings pending or, to the knowledge of AMP, threatened against AMP in
12 any court, regulatory agency or other tribunal of competent jurisdiction (either
13 State or Federal) questioning the creation, organization or existence of AMP or
14 the validity, legality or enforceability of this Contract or the authority of AMP or, to
15 AMP's knowledge, Participant to perform as contemplated by the terms of this
16 Contract, other than any proceeding which may be brought by or on behalf of
17 AMP or Participant to validate this Power Sales Contract or any Bonds issued
18 under a Trust Indenture.

19 (viii) The facts, descriptions and other information regarding this
20 Contract and the AMP Michigan R.I.C.E Peaking Project, and Product supply
21 matters provided by AMP have been prepared by or on behalf of AMP, in good
22 faith and based on the facts known to AMP, and AMP has no knowledge or
23 reason to believe there exists any information that has been withheld from
24 Participant that would cause such information to be materially misleading.

25 (B) Unless otherwise noticed in writing to AMP prior to the Effective Date,
26 Participant represents to AMP that, as of the Effective Date:

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1 (i) Participant is a Political Subdivision duly created and validly
2 existing pursuant to the Constitution and laws of its domicile State or State, and
3 is a Member of AMP;

4 (ii) Participant has full legal right and authority to enter into this
5 Contract, to carry out its obligations hereunder and to furnish the electric
6 Capacity and Energy to its customers made available by AMP hereunder on a
7 take or pay basis;

8 (iii) The governing body that has the requisite authority to authorize an
9 appropriate officer of Participant to execute and deliver this Contract in the name
10 of, and on behalf of, Participant is the Utility Governing Body. The Utility
11 Governing Body duly approved this Contract and its execution and delivery on
12 behalf of Participant by legislative action duly and lawfully adopted at a meeting
13 or meetings duly called and held pursuant to any necessary public notice at
14 which any necessary quorums were present and acting throughout in compliance
15 with any applicable open meetings requirements;

16 (iv) This Contract has been duly executed and delivered by the
17 appropriate officers of Participant so authorized or directed pursuant to legislative
18 action of its Utility Governing Body, and, assuming that AMP has all the requisite
19 power and authority to execute and deliver and has duly authorized, executed
20 and delivered this Contract, this Contract, as between AMP and Participant,
21 constitutes a legal, valid and binding obligation of Participant enforceable in
22 accordance with its terms, except to the extent enforceability may be limited by
23 bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting
24 creditors' rights generally and by equitable principles;

25 (v) The execution and delivery of this Contract by Participant and the
26 performance by Participant of its obligations hereunder do not and will not
27 contravene any law in existence on the date of execution and delivery of this
28 Contract or any order, injunction, judgment, decree, rule or regulation in
29 existence on the date of execution and delivery of this Contract of any court or

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1 administrative agency having jurisdiction over the Participant or its property or
2 result in a breach or violation of any of the terms and provisions of, or constitute
3 a default under, any bond ordinance, trust agreement, indenture, mortgage, deed
4 of trust or other agreement in existence on the date of execution and delivery of
5 this Contract to which Participant is a party or by which it or its property is bound;

6 (vi) All approvals, consents or authorizations of, or registrations or
7 filings with, any governmental or public agency, authority or person required on
8 the part of Participant in connection with the execution, delivery and performance
9 of this Contract have been obtained or made;

10 (vii) Except as disclosed in writing to AMP prior to the execution and
11 delivery of this Contract and described in Appendix K, Participant has the power
12 and authority to establish, collect and revise the rates charged to the customers
13 of its Electric System in accordance with this Contract and such rates are not
14 subject to regulation by any regulatory authority of its domicile State or
15 Commonwealth or the United States of America;

16 (viii) Except as disclosed in writing to AMP prior to the execution and
17 delivery of this Contract and described in Appendix K, the obligations of
18 Participant to make payments to AMP pursuant to this Contract are payable as
19 O&M Expenses of Participant's Electric System and, neither Participant nor its
20 Electric System has outstanding any bonds, notes or other evidences of
21 indebtedness payable from any revenues of its Electric System prior to or on a
22 parity with its obligations to make payments to AMP under this Contract;

23 (ix) Except for pending or threatened litigation, if any, disclosed in
24 writing to AMP prior to the execution and delivery of this Contract by Participant
25 and set forth in Appendix K, there is no litigation or other proceedings pending or,
26 to the best knowledge of Participant, threatened against Participant in any court,
27 regulatory agency or other tribunal of competent jurisdiction (either local, State or
28 Federal) questioning the creation, organization or existence of Participant or its
29 Electric System or the title to any property material to the operation of its Electric

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1 System or, if the Participant in a Host Member, any Host Site owned or leased by
2 Participant, or the validity, legality or enforceability of this Contract other than any
3 proceeding which may be brought by or on behalf of AMP or any Participant to
4 validate this Power Sales Contract or any Bonds issued under a Trust Indenture;

5 (x) Prior to the execution and delivery of this Contract by Participant,
6 AMP has afforded the duly authorized representatives of Participant the
7 opportunity to ask such questions, review such data and reports, conduct such
8 inspections and otherwise perform such investigations with respect to planning
9 and proposed engineering, acquisition, construction and operation of the Project
10 and the terms and conditions of this Contract, as Participant deems necessary or
11 appropriate in connection with its entering into this Contract;

12 (xi) After consideration of the potential risks and benefits of the Project
13 and this Contract, Participant has determined it is reasonable and in its best
14 interests to enter into this Contract for the purpose of purchasing from AMP
15 pursuant to this Contract on a take or pay basis the Products and to pay AMP at
16 the rates determined in accordance with this Contract and sufficient to enable
17 AMP to recover all of its Revenue Requirements with respect to this Contract and
18 the Project, undertaken by AMP to enable it to meet its obligations hereunder;

19 (xii) By the execution and delivery of this Contract, Participant
20 authorizes, empowers and directs AMP to perform such undertakings for the
21 benefit of Participant as are specified in this Contract, subject to such limitations
22 and standards as are set forth herein.

1 **SECTION 3. Sale and Purchase.**

2 (A) AMP hereby agrees to sell to each Participant, and each Participant
3 agrees to buy from AMP, their PSCR Share (in kW) of the Project subject to increase or
4 reduction as provided in Section 37. AMP's obligations to furnish Power Sales Contract
5 Resources hereunder shall be principally those set forth in Section 4, in addition to
6 those set out in other provisions of this Contract. Each Participant's obligations to take
7 or pay for such Power Sales Contract Resources shall be principally those set forth in
8 Section 5 and the Rate Schedule (Appendix B), in addition to those set out in other
9 provisions of this Contract.

10 (B) Subject to the absolute payment obligations of each Participant set forth in
11 Section 5(I), AMP is authorized and requested on behalf of the Participants to finance,
12 through the issuance of the Bonds, all or a portion of the Development Costs, and other
13 amounts in respect of AMP's Revenue Requirements.

14 (C) If at any time any Participant has capacity and/or energy in excess of its
15 needs, it may request that AMP sell and deliver any or all of said Participant's PSCR
16 share of the Products available hereunder, and AMP shall use commercially reasonable
17 efforts in consultation with such Participant to attempt to sell such surplus Products at
18 not less than a minimum price approved by such Participant, to any other entity on such
19 terms and for such period as AMP deems appropriate and as AMP deems not adverse
20 to the tax or regulatory status or other interests of AMP, the Participants or any Bonds.
21 All net proceeds (proceeds received less any expenses incurred in connection with the
22 sale) received by AMP from any such sales shall be credited against the Revenue
23 Requirements allocable to such Participant on its next invoice rendered pursuant to
24 Section 5 hereof, provided that nothing contained herein shall relieve such Participant
25 from any obligation hereunder, unless and to the extent AMP shall actually receive net
26 proceeds from such sales and only to the extent of such net proceeds received.

1 **SECTION 4. AMP Undertakings.**

2 (A) AMP, in good faith and in accordance with the provisions of this Contract
3 and Prudent Utility Practice:

4 (i) shall undertake, or cause to be undertaken, the planning,
5 developing, engineering, acquisition, construction and equipping, with or without formal
6 bidding, of the Project and its Fuel supply, the financing of costs of the same (including
7 financing costs, legal, engineering, accounting and financial advisory fees and
8 expenses and the Development Costs), and the operating, maintaining, refurbishing,
9 replacing, retiring, decommissioning and disposing of the Project including without
10 limitation acquisition of an arrangements for Fuel, and to obtain, or cause to be
11 obtained, all Federal, state and local permits, licenses and other rights and regulatory
12 approvals as are necessary or convenient to accomplish its obligation hereunder;

13 (ii) shall utilize, to the extent available and in the best interests of the
14 Participants, the Project as the primary Power Sales Contract Resource to fulfill its
15 obligations to make available or deliver Products to or on behalf of each Participant at
16 Points of Delivery and any respective Secondary Points of Delivery hereunder and
17 utilize Replacement Power, when prudent and appropriate, as a secondary Power Sales
18 Contract Resource;

19 (iii) may undertake, or cause to be undertaken, the acquisition of
20 Replacement Power, as AMP deems necessary or desirable to enable AMP to make
21 available or deliver scheduled electric capacity and energy to the Participants at their
22 respective Secondary Points of Delivery in such amounts and on such terms as are set
23 forth herein; provided, however, that any obligations for any such Replacement Power
24 shall be subject to approval of the Participants Committee if such obligations are Long
25 Term;

26 (iv) may, at the direction of the Participants Committee, utilize funds
27 from the Reserve and Contingency Fund, to the extent not inconsistent with any Trust

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1 Indenture, to defray the costs of Replacement Power to the Participants during any
2 prolonged outage or derating of any System; and

3 (v) shall inform the Participants Committee on a regular basis, not less
4 often than quarterly, of its actions, plans and efforts undertaken in furtherance of its
5 obligations and other activities under this Contract regarding the Project and shall
6 receive and give due consideration to any recommendations of the Participants
7 Committee regarding the same.

8 (B) In the event that, notwithstanding its efforts undertaken in accordance with
9 this Section 4, AMP incurs additional costs or is unable to supply all of the Products
10 anticipated to be available hereunder whether due to a failure to deliver, an event of
11 default or otherwise, except to the extent AMP recovers from a third party for such
12 failure, AMP shall not, absent willful, wanton or reckless conduct, be liable to such
13 Participant for damages resulting from such interruption or diminution of service.

14 (C) It is the express understanding and intention of AMP and the Participants
15 that the Project and all Systems qualifies as Behind-the-Meter Generation and that, as
16 such, it shall reduce the load service obligations of the Participants including those
17 obligations associated with ancillary services, energy delivery and congestion charges,
18 provided that the Project output shall not be bid into the MISO markets. The Project
19 and all Systems shall be registered and offered or scheduled as Load Modifying
20 Resources (LMR) to provide capacity value to the Project participants. In the event that
21 MISO determines at any time during the term of this Agreement that the Project or the
22 Systems are not eligible for treatment as Behind-the-Meter Generation or LMR under
23 the MISO rules, after consultation with the Participants, AMP may schedule and offer
24 the Products into the MISO markets as appropriate. Participants shall be responsible
25 for any and all costs and charges associated with scheduling and/or offering the
26 Products into the MISO markets, including but not limited to transmission service and
27 upgrade costs, if any, and shall retain the value received from such sale or offer into the
28 MISO markets.

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1 (D) If the Project is capable of supplying surplus Products that AMP believes
2 may be salable to another entity in light of prevailing market conditions and the
3 characteristics of any such surplus, or which due to prevailing market conditions make it
4 desirable and in the best interests of AMP, the holders of the Bonds or the Participants
5 to sell all or any portion of the Products associated with the Project, AMP shall use
6 commercially reasonable efforts to attempt to sell such surplus at not less than a
7 minimum price approved by each Participant which may have such excess on such
8 terms and for such period as AMP deems appropriate and as AMP deems not adverse
9 to the tax or regulatory status or other interests of AMP, the Participants or any Bonds.
10 All net proceeds received from AMP from surplus sales pursuant to this subsection (D)
11 shall be utilized by AMP to reduce the Revenue Requirements that otherwise must be
12 paid by such Participant and thereby offset rates and charges hereunder. Any such
13 sales for periods of one year or greater shall be subject to approval by the Participants
14 Committee.

15 (E) In addition to sales of Capacity and Energy to any entity permitted by
16 subsection (D) of this Section 4 and subsection (C) of Section 3, AMP may (i) sell, on a
17 temporary or permanent basis, or otherwise dispose of Fuel, emission allowances or
18 other inventory or spare parts for or byproducts from the Project or any other Power
19 Sales Contract Resource or sell, lease or rent any excess land or land rights, including
20 mineral or other subsurface rights and facilities associated with any such property or
21 rights not required for operation of the Project or any other Power Sales Contract
22 Resource or (ii) sell, lease or otherwise dispose of on a temporary or permanent basis
23 any other rights or interests associated with any Power Sales Contract Resource;
24 provided, however, that prior to entering into any such agreement on a permanent
25 basis, or for any term of five (5) years or longer, pursuant to this clause (E)(ii), AMP
26 shall have determined that such disposition will not adversely affect the tax or regulatory
27 status of AMP or any Bonds and, for such sales if the rights or interests are valued in
28 excess of \$500,000 in 2022 dollars, shall have obtained the approval of the Participants
29 Committee and a report or certificate of an independent engineer or engineering firm
30 having a national reputation for experience in such work to the effect that such
31 permanent sale, lease or other disposition should not, in the ordinary course of

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1 operation of the Project, materially adversely affect the operation of the Project or
2 AMP's ability to perform its obligations under this Contract. A sale/lease back or similar
3 financial or operating device appropriate under Prudent Utility Practice where the
4 property sold or leased continues to provide benefits to Power Sales Contract
5 Resources shall not be construed to be governed by the provisions of clause (ii) of this
6 subsection (E), provided that the same is approved by the Participants Committee.

7 (F) All Capacity sold or made available hereunder shall include an appropriate
8 credit or other adjustment for a PSCR Share of all associated Capacity Attributes.

9 (G) AMP covenants that, (i) prior to entering into any variable rate
10 indebtedness or hedge or swap agreements or Fuel price hedges hereunder, it shall, in
11 consultation with the Participants Committee, adopt, maintain and revise from time to
12 time a written policy respecting such indebtedness and agreements, including the
13 circumstances and terms under which such indebtedness and agreements may be
14 terminated; (ii) prior to purchasing any Fuel reserves or entering into any Long Term
15 prepayments respecting Fuel for the Project, it shall receive the approval of a Super
16 Majority of the Participants; and, (iii) prior to entering into any Long Term Fuel hedges,
17 Long Term prepayments respecting Fuel, or the purchase of Fuel reserves, AMP shall
18 offer each Participant the ability to opt out of any such arrangements.

19 (H) AMP shall update the Appendices hereto as appropriate hereunder and
20 provide copies of the same to the Participants.

1 **SECTION 5. Rates and Charges; Method of Payment.**

2 (A) After consultation with the Participants at the time of budget approvals for
3 the upcoming calendar year, the Board of Trustees shall establish, maintain and adjust
4 rates or charges, or any combination thereof, as set forth in the Rate Schedule, for the
5 Power Sales Contract Resources made available under this Contract that result in
6 Project Rates and other rates and charges hereunder, adjusted as set forth herein, at
7 levels that will provide revenue to or for the account of AMP sufficient, but only
8 sufficient, to meet the "Revenue Requirements" of AMP, which Revenue Requirements
9 shall consist of the sum of the following without duplication:

10 (i) all, or to the extent appropriate an allocable portion of all, costs
11 incurred by AMP under any other Related Agreements, including, without
12 limitation, the cost of any Replacement Power and required Transmission
13 Service to make available or deliver Capacity and Energy under this Contract to
14 the Points of Delivery as well as any costs incurred pursuant to Section 18(E);

15 (ii) all of AMP's Project Costs incurred and not otherwise recovered by
16 AMP, including but not limited to: the cost of acquisition of or arrangements
17 regarding Fuel, equipment and other leases, an appropriate allocation of AMP's
18 energy control center, metering and other common costs of AMP reasonably
19 allocable to the Project and not otherwise recovered by the Service Fee or other
20 fees or charges that AMP charges pursuant to other agreements, the cost to
21 AMP of taxes, payments in lieu of taxes, all permits, licenses and related fees,
22 related to the Project and not recovered through charges under this Contract, the
23 cost AMP incurs of insurance and damage claims to the extent associated with
24 the Project, pollution control or emissions costs, fees and allowances, legal,
25 engineering, accounting and financial advisory fees and expenses;

26 (iii) costs of decommissioning and disposal of the Project, including
27 reserves therefor;

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1 (iv) to the extent incurred hereunder, the cost to establish and maintain,
2 or to obtain the agreement of third parties to provide, to the extent not included in
3 Project Costs, an allowance for working capital, inventories and spares, including
4 emission fees, allowances, credits or other environmental rights, and reasonable
5 reserves for repairs, refurbishments, renewals, replacements and other
6 contingencies deemed necessary by the Board of Trustees in order to carry out
7 its obligations under this Contract and the cost to AMP of renewals and
8 replacements of the Project to the extent not paid for out of working capital or
9 reserves;

10 (v) to the extent required and applicable, the cost of compliance with
11 all applicable FERC, RTO, local Transmission Owner or NERC requirements, to
12 the extent incurred by AMP in connection with the performance of its obligations
13 under this Contract or in attempting to comply with laws or regulations requiring
14 the same to the extent such laws or regulations are applicable after the Delivery
15 Point;

16 (vi) the cost of power and Fuel supply engineering, planning and
17 forecasting incurred by AMP in connection with the performance of its obligations
18 under this Contract or in attempting to comply with laws or regulations requiring
19 the same to the extent such laws or regulations are applicable to the Project;

20 (vii) the Service Fees not otherwise charged by AMP pursuant to other
21 agreements;

22 (viii) payments of principal of and premium, if any, and interest on all
23 Bonds, payments which AMP is required to make into any fund or account during
24 any period to be set aside for the payment of such principal, premium or interest
25 when due from time to time under the terms of any Trust Indenture (whether, in
26 the case of principal of any Bond, upon the stated maturity or upon prior
27 redemption, including any mandatory sinking fund redemption, under such Trust
28 Indenture), and payments which AMP is required to make into any fund or
29 account to establish or maintain a reserve for the payment of such principal,

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1 premium or interest under the terms of any Trust Indenture, provided, however,
2 that the amounts required to be included in Revenue Requirements pursuant to
3 this clause (viii) shall not include payments in respect of the principal of any
4 Bonds payable solely as a result of acceleration of maturity of such Bonds and
5 not otherwise scheduled to mature or to be redeemed by application of
6 mandatory sinking fund payments; provided further, however, that the amounts
7 required to be included in Revenue Requirements pursuant to this clause (viii)
8 may include payments in respect of a termination of a hedge or swap agreement;

9 (ix) all amounts required under any Trust Indenture to be paid or
10 deposited into any fund or account established by such Trust Indenture (other
11 than funds and accounts referred to in clause (viii) above), including any amounts
12 required to be paid or deposited by reason of the transfer of moneys from such
13 funds or accounts to the funds or accounts referred to in clause (viii) above;

14 (x) all costs to establish and maintain additional reserves, or to obtain
15 the agreement of third parties to provide, for contingencies including (a) reserves
16 against losses established in connection with any program of self-insurance, (b)
17 the making up of any deficiencies in any funds or accounts as may be required
18 by the terms of any Trust Indenture, and (c) contributions to any Rate
19 Stabilization Fund or Environmental Fund, subject, to the extent not otherwise
20 required to be paid as a part of Revenue Requirements or required by any Trust
21 Indenture, to approval by the Participants Committee;

22 (xi) all amounts required to be paid by AMP to procure, or to perform its
23 obligations under, any liquidity or credit support obligation (to the extent not
24 included in clause (ix) above), interest rate swap or hedging instrument
25 (including, in each case, any amounts due in connection with the termination
26 thereof to the extent not included in clause (ix) above) associated with any Bonds
27 or amounts payable with respect thereto;

28 (xii) all additional amounts, if any, which must be realized by AMP in
29 order to meet the requirements of any rate covenant with respect to coverage of

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1 debt service on Bonds under the terms of any Trust Indenture, and such
2 additional amounts as may be deemed by AMP desirable to facilitate marketing
3 Bonds on favorable terms; and,

4 (xiii) any cost and expenditures approved by the Participants Committee
5 for investigating, planning, and developing any potential or actual Additional Sites
6 to any Systems that are being considered for inclusion pursuant to Section 33
7 hereof;

8 less amounts available as a result of: (1) any appropriate refunds, rebates,
9 miscellaneous revenues or other distributions relating to the Project; and, (2) any
10 sales or other arrangements referred to in subsections (C) and (D) of Section 4
11 hereof (after payment of all associated costs and expenses incurred by AMP in
12 connection therewith) and less any Bond proceeds or related investment income
13 applied by AMP in the exercise of its discretion to pay any costs referred to in
14 clauses (i) through (xiii) above, provided, however that in the event that any Trust
15 Indenture requires another application of such funds or AMP determines that any
16 of such amounts of proceeds or income must be applied in accordance with the
17 provisions of clause (i) of subsection (J) of this Section 5, then and to such extent
18 such other application shall be required, such funds shall be so applied.

19 (B) The Revenue Requirements of AMP in respect of any Month shall be
20 computed as provided in this Section 5 and shall be paid through rates and charges as
21 set forth in the Rate Schedule. In determining the rates and charges hereunder,
22 estimated amounts may be utilized until actual data becomes available, at which time
23 any adjustments necessary to true-up the estimates to actual shall be made.

24 (C) The rates and charges under this Contract, as set forth on the Rate
25 Schedule, shall be a uniform Project Rate to the Points of Delivery, provided that (i)
26 each Participant shall be responsible for the cost of Supplemental Transmission Service
27 or other services related to delivery to a Secondary Point and, if not paid to a third party
28 transmission entity, each Participant shall be charged an additional amount equal to the
29 additional cost to AMP, if any, of delivery to such Secondary Point of Delivery, including

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1 any state and local taxes incurred as a result of such delivery or sale, as set forth on the
2 Rate Schedule.

3 (D) An estimated initial Rate Schedule is attached as Appendix B hereto.
4 After consultation with the Participants Committee, the Board of Trustees will determine
5 and establish the initial Rate Schedule, to be effective on or about the Commercial
6 Operation Date of the first System to achieve Commercial Operation, to meet AMP's
7 Revenue Requirements. Except as provided in subsection (A) of this Section 5, at such
8 intervals as the Board of Trustees shall determine appropriate, but in any event not less
9 frequently than each calendar year, the Participants Committee and the Board of
10 Trustees shall review and, if necessary, the Board of Trustees shall revise prospectively
11 the Rate Schedule to ensure that the rates and charges under this Contract continue to
12 cover AMP's estimate of all of the Revenue Requirements and to recognize, to the
13 extent not inconsistent with this Contract, other factors and changes in service
14 conditions as it determines appropriate. AMP shall transmit to each Participant a notice
15 of such revised rates schedule, setting forth the effective date thereof, for delivery not
16 less than thirty (30) days prior to such effective date. Each Participant agrees that the
17 revised Rate Schedule, as determined from time to time by the Board of Trustees in
18 accordance with this Section 5, shall be deemed to be substituted for the Rate Schedule
19 previously in effect and agrees to pay for Products and related Transmission Service
20 made available by AMP to it hereunder after the effective date of any revision of the
21 Rate Schedule in accordance with such revised Rate Schedule.

22 Unless otherwise determined by the Board of Trustees, the Rate Schedule shall
23 be structured so as to consist of: (i) Demand or Capacity Charges (which may include
24 charges per MWh or kWh as well as a charge per MW or kW), principally designed to
25 recover fixed costs, including those described in clauses (viii) through (xii) of the
26 definition of Revenue Requirements in subsection (A) of this Section 5 associated with
27 providing Power Sales Contract Resources hereunder; (ii) an Energy Charge, principally
28 designed to recover variable costs of providing the Project's output, as well as any other
29 variable costs associated with AMP's obligations thereunder and hereunder; (iii) to the
30 extent physical or contracted Energy flows from a Delivery Point to a secondary Point of

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1 Delivery, a Net Congestion, Losses, FTR Charge, designed to recover all costs and
2 provide all credits associated with delivery of Capacity and Energy from the Delivery
3 Point to any Secondary Points of Delivery, including, but not limited to, marginal losses,
4 marginal congestion, FTR purchase costs and FTR congestion credits; (iv) a Power
5 Cost Adjustment Charge designed to adjust either or both the Demand Charge or the
6 Energy Charge upward or downward to reflect any and all out of period adjustments not
7 covered in the above that are required to assure that the total costs invoiced for Power
8 Sales Contract Resources delivered under this Contract are equal to the Revenue
9 Requirements; (v) the Service Fee; (vi) a late payment charge as set forth in this
10 Section 5. The determination of the Power Cost Adjustment Charge each Month shall
11 be made according to methodology determined by AMP and the Participants Committee
12 and approved by the Board of Trustees, and no specific action by the Participants or
13 Board of Trustees to approve the Power Cost Adjustment Charge so determined each
14 Month shall be required.

15 (E) Unless some other time period is otherwise approved by the Board of
16 Trustees and the Participants Committee, in each Month after the establishment of the
17 Rate Schedule, AMP shall render a Monthly invoice (a sample of which is included in
18 Appendix B-3) showing the amount payable under this Contract with respect to Capacity
19 and Energy, Transmission Service, including any Supplemental Transmission Service
20 or other charges, credits, adjustments or true-ups, with respect to the immediately
21 preceding Month. Prior to the Commercial Operation of any System, such invoice may
22 include payments with respect to any Bonds issued hereunder as well as Replacement
23 Power, but only to the extent required and approved as required in subsection (B) of
24 Section 3. Each Participant shall pay such amounts to AMP at its principal office, or to
25 such other person at such other address as shall be designated by AMP by written
26 notice to each Participant, at such time and in such manner as shall provide to AMP (or
27 such other person so designated by AMP) funds available for use by AMP (or its
28 designee, including a trustee under any Trust Indenture) on the first banking day not
29 less than the fifteenth (15th) day after the date of the issuance of the Monthly invoice.

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1 (F) If a Participant does not make a required payment in full in funds available
2 for use by AMP (or its designee) on or before the close of business on the due date
3 thereof, a delayed-payment charge on the unpaid amount due for each day over-due
4 will be imposed at a rate per annum equal to the lesser of (i) the maximum rate
5 permitted by law, and (ii) two percent (2%) per annum above the rate available to AMP
6 through its short-term credit facilities as the same may be adjusted from time to time,
7 together with any damages or losses incurred by AMP, or through AMP, as a result of
8 such failure to make timely payment which is not compensated by such delayed-
9 payment charge.

10 (G) In the event of any dispute as to any portion of any invoice, such
11 Participant shall nevertheless pay the full amount of the disputed charges when due and
12 shall give written notice of the dispute to AMP not later than one hundred eighty (180)
13 days from the date such payment is due; provided, however, that AMP shall not be
14 required to refund any disputed amounts relating to third-party charges if such notice,
15 although timely hereunder, does not afford AMP a reasonable opportunity to pursue a
16 claim against such third-party due to the requirements of a Related Agreement,
17 Supplemental Transmission Agreement, RTO or other Transmission Service provider
18 dispute resolution procedures. Such notice shall identify the disputed invoice, state the
19 amount in dispute and set forth a full statement of the grounds on which such dispute is
20 based. No adjustment need be considered or made for disputed charges unless such
21 notice is given. AMP shall consider such dispute and shall advise the Participant with
22 regard to its position relative thereto within sixty (60) days following receipt of such
23 written notice. Upon final determination (whether by agreement, arbitration,
24 adjudication or otherwise) of the correct amount, any difference between such correct
25 amount and such full amount, together with interest (from the date of the disputed
26 payment to the due date of the invoice next submitted to the Participant after such
27 determination) at the rate which would apply under this Contract to overdue payments
28 pursuant to subsection (F) of this Section 5, shall be subtracted by AMP from the
29 invoice next submitted after such determination (and paid by AMP to the Participant in
30 funds available for use by the Participant on the due date of such next invoice if, but
31 only to the extent by which, the amount so due exceeds the amount of the next invoice).

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1 For purposes of this subsection (G), the date of payment shall mean the date on which
2 funds in the amount so paid first become available for use by AMP (or its designee).
3 Billing disputes and any subsequent adjustments hereunder shall be limited to the one
4 (1) year period prior to the date timely notice was given as required by this subsection
5 (G); provided, however, that to the extent AMP may reasonably pursue a third-party on
6 account of such dispute for a period longer than such one (1) year period, AMP shall do
7 so and adjustments may, to such extent, relate to such longer period.

8 (H) In the event that at any time AMP shall determine that it has rendered an
9 invoice containing a billing error, AMP shall promptly furnish a revised invoice, clearly
10 marked as such, with the error corrected. If the revised invoice indicates an
11 undercharge, the difference between the amount paid and the correct amount, together
12 with interest (from the date of payment of the incorrect amount to the due date of the
13 invoice next submitted after AMP has furnished the revised invoice) at the rate which
14 would apply under this Contract to overdue payments pursuant to subsection (F) of this
15 Section 5, less two percent (2%), shall be paid to AMP (or such other person
16 designated by AMP pursuant to subsection (E) of this Section 5) at such time and in
17 such manner as shall provide to AMP (or such other person so designated) funds
18 available for use by AMP (or its designee) on the due date of such next invoice. If the
19 revised invoice indicates an overcharge, the difference between the correct amount and
20 the amount paid, together with interest (from the date of payment of the incorrect
21 amount to the due date of the invoice next submitted after AMP has furnished the
22 revised invoice) at the rate which would apply under this Contract to overdue payments
23 pursuant to subsection (F) of this Section 5, less two percent (2%), shall be subtracted
24 by AMP from the invoice next submitted (and paid by AMP in funds available for use by
25 the Participant on the due date of such next invoice if, but only to the extent by which,
26 the amount so exceeds the amount of the next invoice). For purposes of this
27 subsection (H), the date of payment shall mean the date on which funds in the amount
28 so paid first become available for use by AMP (or its designee).

29 (I) The obligations of each Participant to make payments under this Section 5
30 shall constitute obligations of such Participant payable as an O&M Expense of its

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1 Electric System. No Participant shall be required to make payments under this Contract
2 except from the revenues of its Electric System and from other funds of such system
3 legally available therefor. In no event shall any Participant be required to make
4 payments under this Contract from tax revenues, or any other source of funds other
5 than its Electric System's funds, but it may elect, in its sole discretion, to do so. The
6 obligations to make payments under this Section 5 in respect of any Month or other
7 billing period shall be on a "take-or-pay" basis and, therefore, shall not be subject to any
8 reduction, whether by offset, counterclaim, or otherwise, such payment obligations shall
9 not be conditioned upon the performance by AMP or any other Participant of its
10 obligations under this Contract or any other agreement, and such payments shall be
11 made whether or not any generating unit of the Project, any other component thereof or
12 any other Power Sales Contract Resource is completed, operable, operating or capable
13 of providing capacity or energy and, as long as Bonds issued under Section 15 hereof
14 remain outstanding, notwithstanding the suspension, interruption, interference,
15 reduction or curtailment, in whole or in part, for any reason whatsoever, of the
16 Participant's PSCR Share, including Step Up Power, if any, provided, however, that
17 nothing contained herein shall be construed to prevent or restrict any Participant from
18 asserting any rights which it may have against AMP under this Contract or in any
19 provision of law, including institution of legal proceedings.

20 (J) Proceeds from the sale of Bonds in excess of the amount required for the
21 purposes for which such Bonds were issued and investment income earned on any
22 investments held under the Trust Indenture shall be applied, subject to the provisions of
23 any Trust Indenture, by AMP, as approved by the Participants Committee: (a) to pay
24 principal or interest on the Bonds, (b) to the purchase or redemption of Bonds prior to
25 their stated maturity, and (c) to the payment of costs of renewals and replacements of
26 any property constituting a part of the Project, or as a reserve therefor. Insurance
27 proceeds, condemnation awards and damages received by AMP in connection with the
28 Project and not required to be applied to the restoration, renewal or replacement of
29 facilities, and proceeds from the sale or disposition of surplus property constituting a
30 part of the Project, shall be applied by AMP, subject to approval by the Participants
31 Committee, (x) to the purchase or redemption of Bonds prior to their stated maturity, (y)

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1 to the payment of costs of renewals and replacements of any property constituting a
2 part of the Project, or as a reserve therefor by deposit to the Reserve and Contingency
3 Fund, or (z) as a credit against Revenue Requirements. Notwithstanding anything
4 contained in the foregoing provisions of this subsection (J), if any Trust Indenture, any
5 instrument of a similar nature relating to borrowings by AMP or any Related Agreement
6 shall require the application of any amount referred to in the foregoing provisions of this
7 subsection (J) to any specific purpose, AMP shall apply such amount to such purpose
8 as so required.

9 (K) AMP shall, utilizing procedures and methodologies approved by the
10 Participants Committee from time to time, allocate Fuel costs among the Participants to
11 reflect all cost differences, including credit and credit risk related costs, respecting any
12 Participant's decision to opt out as specified in subsection (G) of Section 4 of this
13 Contract.

SECTION 6. Scheduling of Deliveries, Dispatching.

1
2 (A) At the request of any Participant, AMP shall coordinate with MSCPA to
3 provide scheduling services for such Participant for the capacity and energy purchased
4 hereunder without additional charge over and above what is included in Revenue
5 Requirements. Each Participant shall be entitled to schedule in each hour up to the
6 amount of energy associated with such Participant's percentage PSCR Share shown for
7 such Participant in Appendix A times the Available Capacity. Each Participant shall
8 provide AMP information, in the form reasonably requested by AMP, for the purpose of
9 preparing schedules, including revisions from time to time, for deliveries or availability of
10 capacity and energy hereunder, and such information shall be submitted in a timely
11 manner and in a form sufficient to allow AMP to satisfy the requirements for scheduling
12 in any applicable tariffs for Supplemental Transmission Service or any Related
13 Agreements. Subject to the provisions of each such tariff or Related Agreement, AMP
14 shall, recognizing losses (with losses on Supplemental Transmission Service treated
15 separately as shown in the Rate Schedule), schedule or cause to be scheduled
16 deliveries hereunder in accordance with the information including revisions thereto,
17 furnished to it by each Participant or its agent as herein. Should it so desire, each
18 Participant or its agent shall be permitted to maintain twenty-four (24) hour
19 communication with AMP's energy control center or appropriate AMP operating
20 personnel for purposes of modifying schedules. It is understood by each Participant
21 that each System has specific operational parameters. Accordingly, such Participant
22 shall schedule all energy deliveries hereunder, in accordance with Appendix I, in
23 amounts no greater than an amount of energy equal to the percentage of that
24 Participant's PSCR Share as shown on Appendix A multiplied by the sum of (i) the net
25 capability during such hour, as determined by AMP in accordance with Prudent Utility
26 Practice, plus (ii) associated Capacity, plus (iii) any available capacity or energy
27 associated with Replacement Power at that time (collectively "Available Capacity"). The
28 scheduling protocol set forth herein may be modified by AMP upon the recommendation
29 of the Participants Committee if not otherwise inconsistent with this Power Sales
30 Contract or any Related Agreement and consistent with Prudent Utility Practice. It is
31 understood by the Parties, however, that to the extent there are no economic, technical,

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1 operating or engineering reasons not to change these requirements to allow the benefits
2 of economic dispatch to an individual Participant, the requirements stated herein and in
3 Appendix I may be modified accordingly.

4 (B) It is further understood by each Participant, however, that such Participant
5 may be required from time to time to accept scheduling or delivery protocols from AMP,
6 upon the recommendation of the Participants Committee, regarding capacity and
7 energy from Power Sales Contract Resources that limit, both up and down, the levels or
8 the change in level requested in any hour, for operating reasons. AMP shall use its best
9 efforts to inform each Participant or its agent when such Participant's schedule of
10 energy in any hour is increased or decreased. AMP shall attempt to sell any excess or
11 otherwise mitigate the impact of such changes on the Participants and to the extent it
12 cannot, shall impose any such change equitably. In the event any Participant fails to
13 provide AMP with the necessary written information for the purpose of AMP preparing
14 schedules, AMP, in its sole judgment and discretion, shall have the right to estimate a
15 schedule for deliveries to such Participant and use such estimated schedule for
16 purposes of satisfying any scheduling requirements of AMP. AMP shall endeavor to
17 keep each Participant or its agent informed of all matters that may affect such
18 Participant's ability to carry out its responsibilities under the provisions of this Section 6.

19 (C) Any modifications to the scheduling and dispatch protocols set forth in this
20 Section 6 shall be reflected in a revised Appendix I.

1 **SECTION 7. Electric Characteristics; Point of Delivery; Measurement of**
2 **Electric Capacity and Energy Furnished.** Electric Capacity and Energy to be
3 furnished or made available hereunder shall be furnished as alternating current, three
4 phase, 60 Hertz. Electric Capacity and Energy scheduled or made available pursuant
5 to this Contract shall be delivered or made available at the Points of Delivery unless
6 otherwise determined by AMP. The points of measurement, delivery voltage and other
7 conditions of service shall be as set forth on Appendix C or as otherwise agreed
8 between AMP and any Participant or as otherwise determined pursuant to policies and
9 procedures agreed to by AMP and the Participants Committee.

1 **SECTION 8. Metering.**

2 (A) Unless otherwise agreed, all deliveries or availability of Capacity and
3 Energy to or on behalf of the respective Participants pursuant to this Contract shall be
4 on a scheduled basis.

5 (B) AMP shall install, maintain and operate, or cause to be installed,
6 maintained and operated, any metering equipment, including area interchange metering
7 and telemetering equipment, required to measure the Capacity and Energy produced
8 and delivered or made available pursuant to this Contract. Each Participant agrees to
9 cooperate with AMP as necessary to enable AMP to meet its obligations pursuant to the
10 immediately preceding sentence.

11 (C) Each Participant shall be responsible for the costs of metering at its
12 respective Secondary Points of Delivery in accordance with any applicable RTO's or
13 Transmission Owner's tariffs, rules or regulations.

1 **SECTION 9. [Reserved].**

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1 **SECTION 10. – Reactive Power; Power Factor.** It is understood by the
2 Parties that each Participant shall furnish or cause to be furnished, at its own expense,
3 its own interconnection reactive power requirements in accordance with the standards
4 of the applicable RTO or other entity providing wholesale delivery service to its
5 Secondary Delivery Point. It is also understood that the delivery or availability of electric
6 capacity and energy to such Secondary Delivery Point pursuant to this Contract may
7 require such Participant to maintain a specific power factor or keep its power factor
8 within a specified range. Such Participant shall take all steps necessary to maintain the
9 range or specific power factor required so as to be able to accept deliveries hereunder.
10 AMP may levy a charge on a Participant equal to AMP’s cost of obtaining any required
11 local load interconnection reactive power or power factor service for such Participant if
12 and to the extent AMP is required to pay the same in order to deliver or make available
13 capacity and energy hereunder. If under an RTO or other applicable tariff or agreement
14 AMP or the Participant is required to obtain equipment to correct such local load
15 interconnection reactive power or power factor deficiencies, the Participant will
16 cooperate with AMP to install the required equipment and will be solely responsible for
17 the costs associated with the equipment. It is further understood that should a
18 Participant designate delivery or availability of capacity and energy hereunder to some
19 other entity, then such Participant is responsible for arranging for such entity to comply
20 with the provisions of this Section 10.

21 Non-compliance with this Section 10 shall relieve AMP of any responsibility or
22 liability for failure to deliver to any Secondary Delivery Point if, and to the extent, it is
23 unable to do so as a result of a Participant’s non-compliance. In such instance, the
24 Participant shall nonetheless be liable for all payments hereunder.

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1 **SECTION 11. Force Majeure.** Neither AMP nor any Participant shall be
2 considered to be in default in respect to any obligation hereunder (other than the
3 obligation of each Participant to make payments hereunder) if prevented from fulfilling
4 such obligation by reason of *Force Majeure*. A Party rendered unable to fulfill any such
5 obligation by reason of *Force Majeure* shall exercise due diligence to remove such
6 inability with all reasonable expediency in a commercially reasonable manner, and such
7 Party shall promptly communicate with the other regarding such *Force Majeure*, its
8 expected length and the actions being taken to remove the same.

1 **SECTION 12. Insurance.** AMP shall maintain, or cause to be maintained, in
2 force, and is authorized to procure insurance with responsible insurers with policies
3 payable to the parties as their interests shall appear, against risk of direct physical loss,
4 damage or destruction, at least to the extent that similar insurance is mandated by law
5 or usually carried by utilities constructing and operating facilities of the nature of the
6 facilities of the Project, including liability insurance, workers' compensation and
7 employers' liability, all to the extent available at reasonable cost and subject to
8 reasonable deductible provisions, but in no case less than will satisfy all applicable
9 regulatory requirements, and conform to Prudent Utility Practice. AMP may procure
10 additional insurance subject to the approval of the Participants Committee.
11 Notwithstanding the foregoing, AMP may, to the extent permitted by the Related
12 Agreements, the Trust Indentures and the similar instruments relating to borrowings by
13 AMP to finance the Project and, subject to the approval of the Participants Committee,
14 self-insure or participate in a program of self-insurance or group insurance to the extent
15 it receives a written opinion of a qualified insurance consultant that such self-insurance,
16 after consideration of any existing or required reserve deposits, is reasonable in light of
17 existing programs of comparable utilities constructing and operating facilities of the
18 nature of the facilities of the Project. All insurance proceeds shall be utilized in
19 accordance with and subject to the provisions of subsection (J) of Section 5 hereof.

1 **SECTION 13. Accounting.** Subject to the terms of any Related Agreements,
2 AMP shall keep accurate records and accounts relating to this Contract substantially in
3 accordance with generally accepted accounting principles, separate and distinct from its
4 other records and accounts. Said accounts shall be audited annually by a firm of
5 independent public accountants, of favorable national reputation, to be employed by
6 AMP. A copy of each annual audit, with all written comments and recommendations of
7 such accountants included with or accompanying such final audit, shall be made
8 available to each Participant within a reasonable time after the end of each calendar
9 year. Each Participant agrees to keep accurate records and accounts relating to the
10 conduct of its Electric System in accordance with generally accepted governmental
11 accounting standards or otherwise if and as required by applicable law or any contract
12 existing on the Effective Date.

1 **SECTION 14. Access to Information.**

2 (A) Subject to applicable law and the provisions of any Related Agreements
3 and upon written request to AMP and during reasonable business hours at AMP's
4 headquarters:

5 (i) all drawings, plans, specifications, capital cost estimates, capital
6 budgets, construction schedules, licenses, permits and contracts relating to the
7 planning, engineering, acquisition, construction, operation, Fuel procurement and
8 maintenance of the Project and any other Power Sales Contract Resources shall
9 be made available for examination by any Participant;

10 (ii) copies of all agreements and data in the possession of AMP
11 relating to its financing of costs associated with the Project shall be made
12 available for examination by each Participant;

13 (iii) copies of all budgets, operating and billing and financial data
14 records and reports, in the possession of AMP, including but not limited to rates
15 under the Rate Schedule and the data relating to the determination of Revenue
16 Requirements shall be made available for examination by each Participant;

17 (iv) copies of insurance policies (or certificates of insurance) carried
18 pursuant to Section 12 hereof shall be made available for examination by each
19 Participant; and

20 (v) copies of records pertaining to the Project and which underlie the
21 annual audit prepared pursuant to Section 13 and any other records pertaining to
22 the Project shall be made available for examination by each Participant insofar
23 as may be necessary to ascertain the reasonableness, accuracy, or computation
24 of any payment, charge, credit or other amount arising under the Contract or any
25 Related Agreements.

26 (B) Each Participant shall, upon written request, furnish to AMP all such
27 information, certificates, engineering reports, feasibility reports, financial statements,

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1 opinions of counsel and other documents as shall be reasonably necessary or useful to
2 AMP in connection with the performance of AMP's obligations under this Contract,
3 including the issuance and sale of Bonds by AMP. For Participants for which AMP does
4 not process their RTO or other transmission provider invoices, all such Participants shall
5 provide AMP all such invoices on a timely basis to the extent necessary or convenient
6 for AMP to appropriately calculate all credits, revenues or costs that impact any billing
7 hereunder.

8 (C) AMP and each Participant will promptly furnish to each other such other
9 information as may be reasonably requested from time to time in order to carry out the
10 intent and purpose of this Contract or as may be reasonably necessary and convenient
11 in the conduct of the operations of the party requesting such information and, in
12 particular, may be necessary or useful in connection with the issuance of Bonds by
13 AMP or the issuance of debt by any Participant.

14 (D) The Parties shall accommodate reasonable requests for documents and
15 information made available pursuant to subsections (A), (B) and (C) of this Section 14
16 via electronic copies, secure internet access or paper copies sent to the requesting
17 Party without charge, unless such request is unduly burdensome on the Party upon
18 whom such request is made. In such case, such documents or information may be
19 made available for inspection only at the offices of the Party in possession of such
20 documents or information with copies to be made available for a reasonable charge.
21 The Parties recognize such information may be proprietary and/or business confidential
22 and agree, to the extent consistent with law, to treat the same as such.

1 **SECTION 15. Bonds; Trust Indenture; Power Sales Contract.** AMP is hereby
2 requested and authorized by each Participant to issue Bonds or enter into other
3 financial arrangements for the purpose of financing the Project Costs, including, without
4 limitation, reimbursement to AMP of all Development Costs and Interconnection Costs,
5 all upon such terms and pursuant to one or more Trust Indentures having such terms as
6 AMP, in its sole discretion and exclusive judgment, deems necessary or desirable to
7 enable AMP to fulfill satisfactorily its obligations hereunder; provided, however, that
8 AMP shall not issue Bonds having a final maturity date extending beyond the estimated
9 remaining useful life of the Project, as estimated, in a report or certificate of an
10 independent engineer or engineering firm or corporation having a national reputation for
11 experience in electric utility matters. All Bonds, any Trust Indenture, and all revenues
12 and other funds of AMP allocable to the Project, other than the Service Fee, shall be
13 separate and apart from all other borrowings, indentures, revenues, and funds of AMP.
14 AMP shall not pledge or assign any of its right, title or interest in, to or under any of the
15 foregoing, this Power Sales Contract or the Project, or otherwise make available any
16 thereof, to secure or pay any indebtedness or obligation of AMP other than as expressly
17 permitted by this Power Sales Contract.

SECTION 16. Disposition or Termination of AMP Michigan R.I.C.E. Peaking

Project. For so long as any Bonds or other financial arrangements are outstanding, except as permitted in this Section 16, AMP shall not sell or otherwise dispose of, in whole or in part, its ownership interest in any of the Systems or the attributes available from all Systems included in the Project without the consent of the Participants. This Section 16 shall not prohibit (i) a merger or consolidation or sale of all or substantially all of the property of AMP, (ii) any sale, lease or other disposition or arrangement permitted by subsection (E) of Section 4, or (iii) the mortgaging, pledging or encumbering of all or any portion of AMP's ownership interest in the Project or this Contract pursuant to any Trust Indenture to secure any Bonds. Subject to the provisions of the Related Agreements, any Systems of the Project shall be terminated and AMP shall cause such Systems to be salvaged, discontinued, decommissioned, and disposed of or sold in whole or in part on such terms as both the Board of Trustees and Participants determine to be reasonable and appropriate when:

(a) so required pursuant to the applicable Related Agreement;

or

(b) both the Board of Trustees and Participants determine that AMP is unable to operate such facilities due to regulatory or operating conditions or other similar causes; or

(c) both the Board of Trustees and Participants determine that such facilities are not capable of producing or delivering energy consistent with Prudent Utility Practice.

Any consent required by the terms of this Section 16 shall be approved by a Super Majority of the Participants.

SECTION 17. Additional Covenants of Participant.

1
2 (A) Each Participant covenants and agrees to establish and maintain rates for
3 electric Capacity and Energy to its customers which shall provide revenues at least
4 sufficient, together with other available funds, to meet its obligations to AMP under this
5 Contract; to pay all other O&M Expenses; to pay all obligations, whether now
6 outstanding or incurred in the future, payable from, or constituting a charge or lien on,
7 the revenues of its Electric System; and to make any other payments required by law.

8 (B) Each Participant covenants and agrees that, unless this Contract has
9 been assigned pursuant to Section 27 hereof, it shall not sell, lease or otherwise
10 dispose of all or substantially all of its Electric System except on 180 days' prior written
11 notice to AMP and, in any event, shall not so sell, lease or otherwise dispose of the
12 same unless AMP shall reasonably determine that all of the following conditions are
13 met: (i) such Participant shall assign this Contract and its rights hereunder (except as
14 otherwise provided in the last sentence of this subsection (B)) in writing to the purchaser
15 or lessee of the Electric System and such purchaser or lessee, as assignee of rights
16 and obligations of such Participant under this Contract, shall assume in writing all
17 obligations (except to the extent theretofore accrued) under this Contract or such
18 Participant shall post a bond or other security, in either case reasonably acceptable to
19 AMP, to assure its obligations hereunder are fulfilled and clauses (iv) (a), (b) and (c) are
20 satisfied; (ii) if and to the extent necessary to reflect such assignment and assumption,
21 AMP and such assignee shall enter into an agreement supplemental to this Contract to
22 clarify the terms on which Capacity and Energy are to be sold or made available
23 hereunder by AMP to such assignee; (iii) the senior debt of such assignee shall be rated
24 in one of the four highest whole rating categories, without regard to sub-categories
25 represented by + or – or similar designations, by at least one nationally recognized bond
26 rating agency or if such entity is not rated, AMP and any trustee under any Trust
27 Indenture shall receive an opinion from a nationally recognized financial expert that the
28 assignment does not materially adversely affect the security for any Bonds; and (iv)
29 AMP shall have received an opinion or opinions of counsel of recognized standing
30 selected by AMP stating that such assignment (a) will not adversely affect any pledge

SECTION 17

1 and assignment by AMP of this Contract or the revenues derived by AMP hereunder
2 (other than the Service Fee) as security for the payment of Bonds and the interest
3 thereon, (b) is lawfully permitted under applicable law, and (c) will not affect the tax
4 status of the Bonds. Notwithstanding the foregoing, AMP may, by delivery of written
5 notice thereof sent no later than 120 days following receipt by AMP of notice pursuant to
6 the immediately preceding sentence, refuse to approve such sale, lease or other
7 disposition and, should such Participant nonetheless and in contravention of the
8 provisions of this Contract proceed with such sale, lease or other disposition, terminate,
9 effective upon such sale, lease or other disposition, all of such Participant's rights under
10 this Contract (except to the extent of any rights theretofore accrued); provided, however,
11 that prior to the effective date of any such termination AMP shall have arranged for the
12 assignment of its rights (except as otherwise in the last sentence of this subsection) and
13 obligations (except to the extent theretofore accrued) hereunder to another entity which
14 assumes in writing all obligations of such Participant hereunder (except to the extent
15 theretofore accrued) and which satisfies each of the conditions set forth in clauses (ii)
16 through (iv) of the immediately preceding sentence; provided, further, that nothing
17 contained in this subsection (B) shall be construed to prevent or restrict such Participant
18 from issuing mortgage revenue bonds (subject to the provisions of subsection (E) of this
19 Section 17) secured by a mortgage of the property and revenues of such Participant's
20 Electric System, including a franchise. Such Participant agrees to cooperate in effecting
21 any assignment pursuant to the immediately preceding sentence.

22 (C) Each Participant covenants and agrees that it shall take no action the
23 effect of which would be to prevent, hinder or delay AMP from the timely fulfillment of its
24 obligations under this Contract, any Related Agreement, any then outstanding Bonds or
25 any Trust Indenture; provided, however, that nothing contained herein shall be
26 construed to prevent or restrict a Participant from asserting any rights which it may have
27 against AMP hereunder or under any provision of law, including institution of legal
28 proceedings for specific performance or recovery of damages.

29 (D) Each Participant covenants and agrees that it shall, in accordance with
30 Prudent Utility Practice, (i) operate the properties of its Electric System and the

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1 business in connection therewith in an efficient manner, (ii) maintain its Electric System
2 in good repair, working order and condition, and (iii) make all necessary and proper
3 repairs, renewals, replacements, additions, betterments and improvements with respect
4 to its Electric System; provided, however, that this subsection (D) shall not be construed
5 as requiring a Participant to expend any funds which are derived from sources other
6 than the operation of its Electric System, although nothing herein shall be construed as
7 preventing such Participant from doing so.

8 (E) Each Participant covenants and agrees that it shall not issue bonds, notes
9 or other evidences of indebtedness or incur lease or contractual obligations which are
10 payable from the revenues derived from its Electric System superior to the payment of
11 the O&M Expenses of its Electric System; provided, however, that nothing herein shall
12 limit such Participant's present or future rights (i) to incur lease or contractual
13 obligations that, under generally accepted accounting principles, are operating
14 expenses of its Electric System and that are payable on a parity with O&M Expenses or
15 (ii) to issue bonds, notes or other evidences of indebtedness payable from revenues of
16 its Electric System subject to the prior payment or provision for the payment of the O&M
17 Expenses, including amounts payable under this Contract, of its Electric System.

18 (F) Each Participant covenants and agrees that, not later than the date on
19 which it issues bonds, notes or other evidences of indebtedness or incurs capital lease
20 or other contractual obligations that are payable from the revenues of its Electric
21 System on a parity with O&M Expenses it will provide to AMP an independent
22 engineer's estimation that such issuance or incurrence will not result in total O&M
23 Expenses and debt service in excess of the revenues of such Participant's Electric
24 System adjusted for any rate increases enacted by the Governing Body prior to such
25 issuance and becoming effective no later than in the fiscal year immediately succeeding
26 the issuance of such obligations.

27 (G) Each Participant agrees (i) to use all commercially reasonable efforts to
28 take all actions necessary or convenient to fulfill all of its obligations under this Contract;

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1 and (ii) to reasonably cooperate with AMP in such a manner as to facilitate AMP's
2 performance of its obligations hereunder.

3 (H) Each Participant agrees that, prior to any assignment of its rights under
4 this Contract pursuant to subsection (B) of this Section 17 it shall grant to AMP a right of
5 first refusal to purchase a Participant's PSCR Share, for a period of not less than one
6 hundred twenty (120) days to match any *bona fide* offer for such assignment.

7 (I) Each Participant that has noted an exception to Section 2(B)(viii) on
8 Appendix K, or otherwise has some contractual or other legal impediment to its payment
9 obligation to AMP hereunder being O&M Expenses, covenants and agrees that it will in
10 good faith endeavor to remove any such contractual or other legal impediments at the
11 earliest possible time.

SECTION 18. Default.

1
2 (A) In the event any payment due by a Participant under this Contract remains
3 unpaid subsequent to the due date thereof, such event shall constitute a default
4 hereunder and AMP may, upon thirty (30) days' prior written notice to and at the cost
5 and expense of such Participant (i) withhold any payments otherwise due and suspend
6 deliveries or availability under this Contract, (ii) bring any suit, action or proceeding at
7 law or in equity as may be necessary or appropriate to enforce any covenant,
8 agreement or obligation against such Participant, and (iii) take any other action
9 permitted by law to enforce this Contract. Upon suspension of the rights of the
10 defaulting Party as provided in the immediately preceding sentence, AMP shall be
11 entitled to and may sell or make available, from time to time, to any other person or
12 persons any Power Sales Contract Resources arising from such Participant's PSCR
13 Share, and any such sale may be on such terms and for such period deemed necessary
14 or convenient in AMP's judgment, which shall not be exercised unreasonably, to make
15 such sale under then-existing market conditions; provided, however, that no such sale
16 shall be made for a period exceeding two (2) Months. Any such sale contracted for by
17 AMP under this Section 18 shall not relieve the defaulting Party from any liability under
18 this Contract, except that the net proceeds of such sale shall be applied in reduction of
19 the liability (but not below zero) of such defaulting Party under this Contract. When any
20 default giving rise to the suspension of the rights, including the delivery or availability of
21 such Power Sales Contract Resources of the defaulting Party, has been cured in less
22 than sixty (60) days subsequent to such default and payment has been made by the
23 defaulting Party to AMP of all costs and expenses incurred as a result of such default,
24 such Participant shall be entitled to the restoration of its rights, including a resumption of
25 delivery or other service to this Contract, subject to any sale to others made by AMP
26 pursuant to this Section 18.

27 (B) (i) If any Participant shall fail to pay any amounts due under this
28 Contract, or to perform any other obligation hereunder, which failure constitutes a
29 default under this Contract and such default continues for sixty (60) days or more, AMP
30 may, in addition to any other remedy available at law or equity, terminate the provisions

SECTION 18

1 of this Contract insofar as the same entitle the Participant to a PSCR Share. During
2 such default, the defaulting Participant shall not be entitled to any vote on the
3 Participants Committee or any matter which requires a vote of the Participants, but the
4 obligations of the Participant under this Contract shall continue in full force and effect.
5 AMP shall forthwith notify such Participant of such termination.

6 (ii) Upon the termination of entitlement to a PSCR Share as provided
7 in paragraph (i) of this subsection (B), AMP shall attempt to sell the defaulting
8 Participant's PSCR Share first to other Participants, then to Members who are not
9 Participants and then to other persons, and, to the extent such defaulting Participant's
10 obligations are not thereby fulfilled, each non-defaulting Participant shall purchase, for
11 so long as such default remains uncured, a *pro rata* share of the defaulting Participant's
12 entitlement to its PSCR Share which, together with the shares of the other non-
13 defaulting Participants, is equal to the defaulting Participant's PSCR Share, in kW, as
14 set forth in Appendix A ("Step Up Power"); provided; however, that no such termination
15 shall reduce the defaulting Participant's obligations under paragraph (iii) of this
16 subsection (B); and, provided further, however, that the sum of all such increases for
17 each non-defaulting Participant pursuant to this paragraph (ii) of subsection (B) shall
18 not exceed, without consent of the non-defaulting Participant, an accumulated
19 maximum kW equal to twenty-five percent (25%), or such lesser percentage as set forth
20 in any Trust Indenture, of such non-defaulting Participant's initial PSCR Share in
21 kilowatts as shown on Appendix A prior to any such increases. AMP shall mail written
22 notice, and may, at its option, also transmit the same by electronic means, to each non-
23 defaulting Participant of the amount of any Step Up Power as soon as practicable. All
24 Step Up Power Costs shall be determined consistent with and be treated as a part of
25 Revenue Requirements pursuant to Section 5 and shall be paid by the non-defaulting
26 Participant in accordance with this Contract. Notwithstanding the foregoing provision of
27 this Section 18 (B)(ii), within twenty (20) days after the notice of default by any other
28 Participant sent in accordance with Section 18 (A), a Participant may notify AMP in
29 writing of its election to purchase voluntarily Step Up Power under the terms and
30 conditions of this Section 18 (B) in any amount more than that which would otherwise
31 be its *pro rata* share and up to the amount of the defaulting Participant's PSCR Share.

SECTION 18

1 Such purchase shall continue for so long as the default is not cured. To the extent the
2 sum of such voluntary elections is greater than the amount of Step Up Power to be
3 distributed, the same shall be distributed among the Participants so electing in
4 proportion to the amounts requested. To the extent the sum of such voluntary elections
5 is less than the defaulting Participant's PSCR Share, the remainder shall be distributed
6 *pro rata* among the balance of the Participants as otherwise set forth herein. Non-
7 defaulting Participants assuming Step-Up Power shall be entitled to exercise all voting
8 rights associated with all amounts of Step Up Power taken or assigned.

9 (iii) The fact that other Participants have assumed their obligations for
10 Step Up Power Costs shall not relieve the defaulting Participant of its liability for such
11 payments and all Participants assuming such obligation (voluntarily or otherwise),
12 either individually or as a member of a group, shall have a right of recovery from the
13 defaulting Participant of all damages occasioned thereby, including all costs of recovery
14 and attorney fees less any amounts recovered by operation of this Section 18. AMP, in
15 consultation with the Participants Committee, may commence such suits, actions or
16 proceedings, at law or in equity, including suits for specific performance, as may be
17 necessary or appropriate to enforce the obligations of this Contract against the
18 defaulting Participant.

19 (C) In the event of default by a Participant in the payment of any of the sum or
20 sums now or hereafter secured hereby, or in the performance of any of the covenants
21 and conditions of this Contract; or in the event a Participant shall for any reason be
22 rendered incapable of fulfilling its obligations hereunder; or final judgment for payment
23 of money shall be rendered against such Participant which adversely affects its ability to
24 fulfill its obligations hereunder, and any such judgment shall not be discharged within 60
25 days from the entry thereof or an appeal shall not be taken therefrom or from the order,
26 decree or process upon which, or pursuant to which, such judgment shall have been
27 granted, or entered, in such manner as to stay the execution of, or levy under, such
28 judgment, order, decree, or process or the enforcement thereof, or any proceeding shall
29 be instituted with the consent or acquiescence of a Participant for the purpose of
30 effecting a compromise between such Participant and its creditors, or for the purpose of

SECTION 18

1 adjusting the claims of such creditors pursuant to any Federal or State statute now or
2 hereafter enacted, if the claims of such creditors are under any circumstances payable
3 from such Participant's rights under this Contract; or if (a) a Participant is adjudged
4 insolvent by a court of competent jurisdiction which assumes jurisdiction of such
5 Participant's Electric System, or (b) an order, judgment or decree be entered by any
6 court of competent jurisdiction appointing, without the consent of such Participant, a
7 receiver or trustee of such Participant or of the whole or any part of such Participant's
8 Electric System and any of the aforesaid adjudications, orders, judgments or decrees
9 shall not be vacated or set aside or stayed within sixty (60) days from the date of entry
10 thereof; or if a Participant shall file a petition or answer seeking reorganization or any
11 arrangement under the Federal bankruptcy laws or any other applicable law or statute
12 of the United States of America or any State thereof, which would place jurisdiction of
13 such Participant's Electric System in other than such Participant; then, in addition to the
14 remedies specified in subsections (A) of this Section 18, and any other remedy
15 available under applicable law, including the remedy of specific performance, AMP shall
16 have the right and capacity to, and may, at its sole option, by notice in writing to such
17 Participant, apply for the appointment of a receiver of rents, income and profits of such
18 Participant's Electric System received or receivable by such Participant as a matter of
19 right and as security for the amounts due AMP without consideration of the value of
20 such Participant's Electric System, or the solvency of any person or persons liable for
21 the payment of such amounts, the rents, income and profits of the Electric System
22 received or receivable by such Participant being hereby assigned by such Participant to
23 AMP as security for payment of the sum or sums now or hereafter secured hereby.

24 (D) Anything in this Section 18 to the contrary notwithstanding, if at any time
25 before the entry of final judgment or decree in any suit, action or proceeding instituted
26 by AMP on account of default as defined above, or before the completion of the
27 enforcement of any other remedy under this Contract or law, such Participant shall pay
28 all sums then payable by their stated terms, and all arrears of interest, if any, upon said
29 sums then outstanding and the charges, compensation, expenses, disbursements,
30 advances and liabilities of AMP, and all other amounts then payable hereunder, and
31 every other default of which AMP has notice shall have been remedied to the

SECTION 18

1 satisfaction of AMP, then and in every such case AMP shall, and if such default has
2 continued for a period greater than one (1) year, AMP may, with the approval of its
3 Board of Trustees rescind and annul the declaration of default and its consequences.
4 However, no such rescission or annulment shall extend to or affect any subsequent
5 default or impair any right consequent thereon.

6 (E) Should AMP default on any of its obligations hereunder and such default
7 continues for a period of thirty (30) days, any Participant may give AMP written notice of
8 such default. Subject to the provisions of any Trust Indenture, should AMP not cure
9 such default, or provide such Participant with a satisfactory plan to cure such default
10 within sixty (60) days of such written notice, then by the affirmative vote of a Super
11 Majority of Participants, AMP may be directed to contract with a third party to perform
12 whatever duties or obligations which are in default. The costs of such contract shall be
13 included in Revenue Requirements.

14 (F) AMP shall provide timely reports to the Participants Committee of any
15 Participant defaults and actions taken by AMP pursuant to Section 18.

1 **SECTION 19. Waiver of Default.** No waiver at any time by any Party to this
2 Contract of its rights with respect to any default of any other Party hereto, and no grant
3 by any Party to any other Party of an extension of time on any payments hereunder or
4 with respect to any other matter arising in connection with this Contract, shall be
5 considered a waiver with respect to any subsequent default, right or matter.

SECTION 20. Relationship to and Compliance with Other Instruments.

1
2 (A) It is recognized by the Parties hereto that AMP, in undertaking, or causing
3 to be undertaken, the planning, engineering, permitting, licensing, financing,
4 construction, refurbishment, acquisition, operation, acquisition of an arrangements
5 regarding Fuel, and maintenance of the Project, must comply with the requirements of
6 each Trust Indenture, the Related Agreements and all licenses, permits and regulatory
7 approvals necessary therefor, and it is therefore agreed that this Contract is made
8 subject to the terms and provisions of each Trust Indenture, the other Related
9 Agreements and all such licenses, permits and approvals.

10 (B) AMP intends to issue Bonds, the interest on which is excluded from gross
11 income for Federal income tax purposes under Section 103 of the Code ("Tax Exempt
12 Obligations"), to finance eligible costs of the Project, and thereby reduce the Project
13 Costs that are included in the Revenue Requirements billed to Participants. To obtain
14 such cost reductions, AMP, for itself and on behalf of the Participants, may be required
15 to make certain representations and covenants. In addition to the obligations set forth
16 in Section 21, each Participant agrees to reasonably cooperate with AMP with regard to
17 such representations and covenants.

1 **SECTION 21. Tax Matters, Disclosure**

2 (A) (i) Each Participant acknowledges that it is the intention of (a) AMP to
3 utilize, to the maximum extent possible, the proceeds of Bonds the interest on which is
4 excluded from gross income for Federal income tax purposes (“Tax Exempt
5 Obligations”) under Section 103 of the Internal Revenue Code of 1986, as amended
6 (the “Code”), to finance the costs of the Project and related costs, and (b) the
7 Participants to enable AMP to issue Bonds that are Tax Exempt Obligations. Each
8 Participant acknowledges that at any time that AMP issues Tax-Advantaged
9 Obligations, each Participant must expect to own and not expect to sell or otherwise
10 dispose of or change the use of its rights to output of the Project prior to the final
11 maturity date of the respective Tax Exempt Obligations.

12 (ii) Each Participant acknowledges that output contracts with
13 nongovernmental persons for the purchase of electricity produced by a generating
14 facility financed with Tax Exempt Obligations may result in private business use of such
15 generating facilities and that only a limited amount of private business use is permitted
16 under the Federal income tax laws addressing Tax Exempt Obligations.

17 (iii) Each Participant hereby represents, warrants and covenants that,
18 notwithstanding any other provisions of this Power Sales Contract, it will take all actions
19 necessary to enable AMP to issue the Bonds as Tax Exempt Obligations to finance the
20 Project.

21 (iv) Each Participant represents, warrants and covenants that it will not
22 take any action (including but not limited to entering into output contracts), or fail to take
23 any action, that would adversely affect the tax advantaged status of any Tax Exempt
24 Obligations. Each Participant represents, warrants and covenants that its interest in the
25 Project will be used for the governmental purpose of such Participant while such
26 Participant owns rights to output of the Project. In addition, each Participant represents,
27 warrants and covenants that, to the extent applicable, it will take no action (including but
28 not limited to entering into output contracts) or fail to take any action which action or
29 failure would cause the Tax Exempt Obligations issued by AMP to become private

SECTION 21

1 activity bonds, including qualified 501(c)(3) bonds, and it will not dispose of or change
2 the use of its Electric System unless an opinion of nationally recognized bond counsel
3 acceptable to AMP is received stating that such action will not have an adverse effect
4 on the tax advantaged status of Bonds issued as Tax Exempt Obligations.

5 (v) Each Participant represents, warrants and covenants that it has, or
6 will establish, reasonable procedures to ensure that no action is taken by it that would
7 cause any Bonds issued as Tax Exempt Obligations to meet, to the extent applicable,
8 the private business use test or the private loan test of Section 141 of the Code and to
9 ensure continued qualification of the Bonds issued as Tax Exempt Obligations.

10 (vi) Each Participant agrees to assist and to cooperate with AMP
11 regarding any matters related to its PSCR Share to the extent needed to maintain the
12 tax status of Bonds issued as Tax Exempt Obligations, including but not limited to (a)
13 delivering, prior to issuance of any Tax Exempt Obligations, executed certificates
14 relating to the tax requirements applicable to Tax Exempt Obligations, and (b) providing
15 to AMP periodic reports after the issuance of any Tax Exempt Obligations regarding the
16 covenants in this Section 21;

17 (vii) AMP agrees to assist the Participants in complying with the
18 provisions of this Section 21.

19 (B) (i) In order to facilitate the marketing of the Bonds secured by this
20 Contract and to assist the underwriter(s) thereof in complying with their obligations
21 under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended from time to
22 time (the "Rule"), AMP may, from time to time, designate certain Participants to be
23 "obligated persons" within the meaning of the Rule. AMP will initially inform Participants
24 of such designation prior to the initial issuance of any Bonds and, thereafter, annually
25 not later than September 30. Each Participant designated as an obligated person shall
26 furnish to AMP annually, no later than April 1 of each year, or such earlier date the Rule
27 may require, and to the extent required for AMP to comply with its undertakings made
28 pursuant to such Rule, (a) information updating the financial and operating data
29 respecting the Participant and its Electric System, which data was presented or included

SECTION 21

1 by specific reference in an official statement or other comparable document of AMP
2 prepared in connection with the offering of its Bonds, (b) the Participant's audited
3 financial statements relating to its Electric System, when they become publicly
4 available, and prepared in accordance with generally accepted governmental
5 accounting standards or otherwise as required by law, and (c) such other information as
6 required by the Securities and Exchange Commission.

7 (ii) In addition, each Participant, including, but not limited to, the
8 Participants designated by AMP to be obligated persons, agrees to take such actions
9 and sign such certificates as are deemed necessary by AMP to successfully market any
10 Bonds secured by this Contract.

1 **SECTION 22. Modification or Amendment of this Contract.**

2 Except to the extent otherwise provided herein, including the Appendices hereto and
3 supplemental agreements entered into pursuant to this Contract, this Contract shall not
4 be amended, modified or otherwise changed except by written instrument executed and
5 delivered by the Parties; provided, however that this Contract shall not in any event be
6 amended, modified or otherwise changed in any manner that will materially adversely
7 affect the security afforded by the provisions of this Contract for the payment of the
8 principal, interest, and premium, if any, on the Bonds, except as, and to the extent,
9 permitted by any Trust Indenture.

1 **SECTION 23. Opinions as to Validity.** Each Participant, upon execution and
2 delivery of this Contract, shall furnish to AMP, substantially in the form of Appendix H
3 hereto, an opinion of counsel acceptable to AMP. Upon request by AMP made from
4 time to time after the Effective Date, each Participant shall furnish AMP with a letter
5 from the attorney or firm of attorneys which rendered the foregoing opinion, or such
6 other attorney as shall be acceptable to AMP, confirming, as of the date specified in
7 such request, the foregoing opinion delivered upon execution and delivery of this
8 Contract.

1 **SECTION 24. Notices and Computation of Time.** Any notice or demand to
2 AMP under this Contract shall be deemed properly given if mailed postage prepaid and
3 addressed to AMP as set forth in Appendix J. Any notice or demand by AMP to a
4 Participant under this Contract shall be deemed properly given if mailed postage
5 prepaid and addressed to such Participant at the address furnished to AMP in
6 connection with the execution and delivery of this Contract and set forth on Appendix J.
7 In computing any period of time from any such notice, such period shall commence (i)
8 on the same Business Day that the notice is issued if hand delivered, (ii) at Noon on the
9 first Business Day following the date such notice was issued if delivered by electronic
10 mail or facsimile, or (iii) at Noon of the second Business Day following the date such
11 notice was issued if sent by overnight mail, or (iv) at Noon of the third Business Day
12 following the date such notice was issued if sent by regular mail. The name and
13 address to which such notice or demand is directed may be changed at any time and
14 from time to time by any Party giving notice as above which shall then be updated on
15 Appendix J.

SECTION 25

1 **SECTION 25. Governing Law.** This Contract and any controversies arising
2 hereunder and thereunder are to be construed and determined in accordance with the
3 law of the State of Ohio, provided, however, the power and authority of each Participant
4 to enter into this Contract (and the required procedures with respect thereto) shall be
5 construed in accordance with the laws of such Participant's domicile state.

SECTION 26

1 **SECTION 26. Severability.** If any section, subsection, clause or provision of
2 this Contract shall be finally adjudicated by a court of competent jurisdiction to be
3 invalid, the remainder of this Contract shall be unaffected by such adjudication and all
4 the remaining provisions of this Contract shall remain in full force and effect as though
5 such section, paragraph, clause or provision or any part thereof so adjudicated to be
6 invalid had not been included herein.

SECTION 27. Assignment of Contract.

1
2 (A) This Contract shall inure to the benefit of and shall be binding upon the
3 respective successors and assigns of the Parties to this Contract; provided, however,
4 that (i) except for any assignment by AMP authorized by subsection (B) of this Section
5 27, neither this Contract nor any interest herein shall be transferred or assigned by AMP
6 except with the consent of the Participants by Majority Weighted Vote, which consent
7 shall not be unreasonably withheld, and (ii) except for an assignment by a Participant
8 with the consent of AMP in accordance with subsection (C) of this Section 27 or an
9 assignment in connection with the sale, lease or other disposition of all or substantially
10 all of such Participant's Electric System as provided in Section 17(B) hereof, neither this
11 Contract nor any interest herein shall be transferred or assigned by any Party.

12 (B) AMP may sell, lease or otherwise dispose of all or substantially all of its
13 property and assets to or merge into or consolidate with, any other entity which shall
14 assume all of AMP's obligations hereunder or may be required to undertake such sales,
15 leases, assignments or the like, and that AMP may assign and pledge to any trustee or
16 similar fiduciary designated in any Trust Indenture all of, or any interest in, its right, title,
17 and interest in and to all payments to be made to AMP under the provisions of this
18 Contract (other than the Service Fee) as security for the payment of any Bonds, and,
19 upon such assignment, pledge and delivery, AMP may grant to such trustee any rights
20 and remedies herein to AMP and thereupon any reference herein to AMP shall be
21 deemed, to the extent of such rights and remedies and with the necessary changes in
22 detail, to include such trustee which shall be a third party beneficiary of the covenants
23 and agreements.

24 (C) Any Participant may assign to any entity this Contract and its rights
25 hereunder (except as otherwise in the last sentence of this subsection) if all of the
26 following conditions are met: (i) AMP consents in writing to such assignment, which
27 consent shall not be unreasonably withheld; (ii) the assignment shall be evidenced by a
28 written instrument pursuant to which the assignee shall assume all obligations (except
29 to the extent theretofore accrued) of such Participant under this Contract or such

SECTION 27

1 Participant shall post an acceptable bond or other reasonably acceptable security to
2 assure its obligations hereunder are fulfilled and clauses (vi) (a), (b) and (c) of this
3 subsection (C) are satisfied; (iii) if and to the extent necessary to reflect such
4 assignment and assumption, AMP and such assignee shall enter into an agreement
5 supplemental to this Contract to clarify the terms on which Capacity and Energy are to
6 be sold or made available hereunder by AMP to such assignee; (iv) in the opinion of a
7 nationally recognized financial expert, such assignment will not materially adversely
8 affect the security afforded by the provisions of this Contract for the payment of the
9 principal, interest and premium, if any, on the Bonds; and (v) AMP shall have received
10 an opinion or opinions of counsel of recognized standing selected by AMP stating that
11 such assignment (a) will not adversely affect the pledge and assignment of this Contract
12 or the revenues derived by AMP hereunder (other than the Service Fee) as security for
13 payment of Bonds and the interest thereon, (b) is lawfully permitted under the law of
14 such Participant's domicile state, and (c) will not affect the regulatory or tax status of
15 AMP or any Bonds. Nothing contained in this subsection (C) shall be construed to
16 prevent or restrict such Participant from issuing mortgage revenue bonds (subject to the
17 provisions of subsection (E) of Section 17) secured by a mortgage of the property and
18 revenues of such Participant's Electric System, including a franchise.

19 (D) Each Participant agrees that, prior to any assignment of its rights under
20 this Contract pursuant to subsection (C) of this Section 27, it shall grant to AMP a right
21 of first refusal to purchase a Participants PSCR Share for a period of not less than 120
22 days to match any *bona fide* offer for such assignment.

SECTION 28

1 **SECTION 28. Beneficiaries.** Subject to the provisions of Section 32, this
2 Contract shall constitute a binding agreement between AMP and each Participant.
3 Other than a trustee or creditor but only to the extent for either specifically set forth in
4 any Trust Indenture in the event of any default under this Contract and as a
5 consequence, a default by AMP under such Trust Indenture, there shall be no third
6 party beneficiaries to this Contract.

1 **SECTION 29. Survivorship of Obligations.** The termination of this Contract
2 shall not discharge any Party hereto from any obligation it owes to any other Party
3 under this Contract by reason of any transaction, loss, cost, damage, expense, or
4 liability which shall occur or arise (or the circumstances, events, or basis of which shall
5 occur or arise) prior to such termination. It is the intent of the Parties hereby that any
6 such obligation owed (whether the same shall be known or unknown at the termination
7 of this Contract or whether the circumstances, events, or basis of the same shall be
8 known or unknown at the termination of this Contract) shall survive the termination of
9 this Contract.

1 **SECTION 30. Dispute Resolution.**

2 (A) The Parties agree to negotiate in good faith to settle any and all disputes
3 arising hereunder. Representatives of the Participants Committee and AMP Board of
4 Trustees shall participate in any such negotiations.

5 (B) Good faith mediation shall be a condition precedent to the filing of any
6 litigation in law or equity by any Party against any other Party relating to this Contract
7 except injunctive litigation necessary to solely restrain or cure an imminent threat to the
8 public or employee safety. Before the remedies provided for in this Section 30 may be
9 exercised by any Party, such Party shall give written notice to the other Parties that
10 such Party believes that an event of default or impasse under this Contract may have
11 occurred, specifying the circumstances constituting the event of default or impasse in
12 sufficient detail that the other Parties will be fully advised of the nature of the event of
13 default or impasse. The responding Party shall prepare and serve a written response
14 thereto within ten (10) Business Days of receipt of such notice.

15 (C) The Parties shall attempt to resolve the controversy by engaging a single
16 mediator, experienced in the subject matter, to mediate the dispute. The mediator shall
17 be mutually selected by the Parties to the controversy and conduct mediation at a
18 location agreed upon by the Parties or absent agreement, by the mediator. Within two
19 (2) Business Days of selection, the mediator shall be furnished copies of the notice, this
20 Contract, response and any other documents exchanged by the Parties. If the Parties
21 and the mediator are unable to settle the same within thirty (30) days from selection, or
22 such other time as the Parties agree, the mediator shall make a written
23 recommendation as to the resolution of the dispute. Each Party, in its sole discretion,
24 shall accept or reject such recommendation in writing within ten (10) Business Days.
25 Should the Parties be unable to agree upon a single mediator within five (5) Business
26 Days of the written response of the responding Party, any Party or the Parties jointly
27 shall petition the Presiding Judge of the Court of Common Pleas of Franklin County,
28 Ohio, to appoint a mediator, experienced and knowledgeable in the matters which are
29 the subject of the dispute. Notwithstanding the preceding sentence, the parties reserve

SECTION 30

1 the right to file suit or pursue litigation in any court that is otherwise proper with respect
2 to jurisdiction and venue. The Parties' consent to selection of a mediator by the
3 Franklin County Court of Common Pleas shall not constitute consent to jurisdiction of
4 such court or waiver of defenses as to venue or jurisdiction. The costs of the Mediator
5 and the mediation shall be shared equally by the Parties to the dispute.

6 (D) The Parties may mutually agree to waive mediation or subsequent to
7 mediation waive their right to litigate in court and, in either case, submit any dispute
8 hereunder to binding arbitration, if permitted by law, before one or more arbitrators
9 pursuant to the Commercial Arbitration Rules of the American Arbitration Association or
10 such other arbitration procedures to which they may agree. Such agreement shall be in
11 writing and may otherwise modify the procedures set forth in this Section 30 for
12 resolving any particular dispute.

13 (E) Nothing in this Section 30 shall be construed to affect jurisdiction or venue
14 over any dispute that is otherwise appropriate under law, except to the extent the
15 Parties mutually arbitrate pursuant to subsection (D) of this Section 30.

1 **SECTION 31. Liability.**

2 (A) AMP shall not be responsible for the receipt, transmission, control, use,
3 application, availability or distribution of electric Capacity and Energy under this
4 Contract beyond any Point of Delivery or Secondary Point of Delivery and shall not, in
5 any event, be liable for damage or injury to any person or property whatsoever arising,
6 accruing, or resulting from, in any manner, the receipt, transmission, control, use,
7 application, availability or distribution of said electric Capacity and Energy beyond the
8 interconnection with another entity of any facilities owned and operated by AMP.

9 (B) No recourse shall be had against any individual member of the Utility
10 Governing Body of any Participant or any individual Member of the AMP Board of
11 Trustees, or their respective representatives, or any officer, employee or other agent of
12 such Participant or AMP, past, present or future, either directly or indirectly, whether by
13 virtue of any penalty or otherwise, for any claim based upon or arising out of this
14 Contract or the obligations of the parties hereunder, all such liability, if any, being by the
15 execution and delivery of this Contract specially waived and released; provided,
16 however, the foregoing shall not relieve any individual from the performance of any
17 official duty imposed by law.

SECTION 32. Term of Contract.

1
2 (A) This Contract shall become effective upon its execution and delivery
3 (“Effective Date”); provided, however, that any Member of AMP or other municipal
4 electric systems or joint action agencies comprised of Political Subdivisions that operate
5 Electric Systems that execute this Contract subsequent to the Effective Date may
6 nonetheless become a Participant upon execution so long as the same (a) is not
7 inconsistent with any Trust Indenture and (b) is approved by the Participants Committee
8 and AMP’s Board of Trustees as set forth in Section 33 (B) and (c) is before February
9 28, 2023 or such later date as approved by AMP’s Board of Trustees. Notwithstanding
10 the foregoing and the representations of the Participants herein, in the event it is
11 ultimately determined that any Participant failed duly and validly to execute and deliver
12 this Power Sales Contract or that this Power Sales Contract, or any portion hereof, is
13 invalid or unenforceable with respect to any Participant for any reason whatsoever, such
14 determination shall in no way affect the commencement, term, validity or enforceability
15 of this Power Sales Contract with respect to any other Participant or AMP or relieve any
16 other Participant of its obligations hereunder.

17 (B) This Contract shall remain in effect until December 31, 2053 and
18 thereafter, unless otherwise required by law, until (i) the date the principal of, premium,
19 if any, and interest on all Bonds have been paid or deemed paid in accordance with any
20 applicable Trust Indenture; and (ii) the Participants by Super Majority recommend this
21 Contract be terminated; provided further, however, that all Participants shall remain
22 obligated to pay to AMP the costs of terminating, discontinuing, disposing of, and
23 decommissioning the Project except those portions of the Project which AMP, in its sole
24 discretion, elects not to terminate, discontinue, dispose of or decommission in
25 connection with or prior to the termination of this Contract; and provided further,
26 however, that the requirements of subsection (B)(i) of this Section are satisfied. Neither
27 termination, cessation of taking Products hereunder, nor expiration of this Power Sales
28 Contract shall affect any accrued right, liability or obligation hereunder.

29

SECTION 32

1 (C) If, upon termination of this Contract pursuant to subsection (B) of this
2 Section 32, AMP seeks to sell or otherwise dispose of any System, AMP hereby grants
3 a right of first offer to acquire said System to the Host Participant owning the Site upon
4 which the System is located. Said Host Participant shall have one hundred twenty (120)
5 days after termination of this Contract to notify AMP in writing of its offer. If the
6 aforementioned Host Participant submits an offer, the Parties shall have sixty (60) days
7 to negotiate the principal business terms of that transaction. If the Parties agree on
8 those terms, then they shall continue to prepare definitive documents to effect that
9 transfer on mutually acceptable terms during the next sixty (60) days (but no later than
10 one hundred fifty (150) days following the date of the initial proposed offer). If at the
11 end of that time, the Parties are unable to consummate the transaction, then AMP shall
12 be free to sell the System to any other potential purchaser in accordance with Section
13 16 of this Contract.

14 Notwithstanding anything contained herein to the contrary, any sale or disposition
15 made pursuant to this Section 32 (C) must be approved by the Participants in
16 accordance with Section 16 of this Contract.

1 **SECTION 33. Additional Sites and Systems.**

2 (A) Each Participant recognizes that in order to spread risks, pursue
3 economies of scale, maximize efficiencies and provide for additional environmentally
4 desirable diesel generation, it may be appropriate to pursue additional Systems or
5 additional sites (“Additional Sites”) on which additional Systems may be sited to become
6 part of the Project, with approval of the Participants Committee.

7 (B) For such additional Systems or Additional Sites to be added to the Project,
8 approval of both the AMP Board of Trustees and a Super Majority of the Participants
9 Committee is required, together with any requirements as might be imposed by the
10 Trust Indenture. With such approvals, AMP may undertake as a part of the Project, the
11 planning, engineering, siting, permitting, licensing, construction and operation of one or
12 more Systems or Additional Sites in MW amounts not to exceed the total MW then
13 authorized hereunder.

14 (C) Approval of each Additional Site is contingent upon negotiation of a lease
15 and interconnection agreement with the Host Participant for each Additional Site.

16 (D) AMP shall revise the Appendices hereto to reflect any resulting modified
17 Delivery Points, Secondary Points of Delivery and other relevant information.

SECTION 34. Additional Host Member Provisions

1 (A) Each Host Member recognizes that as a Host Member, it has obligations
2 under its Lease and Interconnection Agreement to AMP, and to the other Participants.
3 Accordingly, each Host Member, as a condition of it being approved as a Host Member,
4 agrees:
5

6 (i) to honor its obligations under the Lease, and, if the Lease Term is
7 less than the term of this Contract, to either renew the Lease for periods to be
8 cumulatively not less than the term of this Contract, or, upon a failure of the Host
9 Participant to renew, pay, for the benefit of the Project, the lesser of (x) two and
10 one-half (2 ½) times the fair market value of the leased premises, (y) the cost to
11 move the System to another location on the Host's Electric System or (z) the
12 value of the actual loss of that System's production to the Project;

13 (ii) to fulfill its obligations under the Lease and Interconnection
14 Agreement; and further in the event the Host Member recklessly, willfully or
15 wantonly breaches any obligation under the Lease or Interconnection Agreement
16 that results in the Project or AMP incurring costs or expenses, that the Host
17 Member will be solely responsible for such costs or expenses;

18 (iii) to reasonably assist AMP to support any applications for tax
19 abatements or the like for the Site or System located thereon;

20 (iv) to reasonably cooperate on needed review and approval of Site
21 and System design and construction plans;

22 (v) to provide construction and other electric service to the Site and
23 System, such kWh to be repaid to the Host Member via netting from System
24 output after Commercial Operation;

25 (vi) to not voluntarily permit any interference with the Site or System,
26 and to not construct or permit to be constructed any structure on the Site that
27 would adversely affect the System. The Host Member shall be solely responsible

SECTION 34

1 for any costs or expenses incurred by the Project or AMP due to reckless, willful
2 or wanton breaches of this commitment; and

3 (vii) to reimburse AMP or the Project for any real property taxes paid in
4 connection with the Site, except for any such taxes allocable to the System or the
5 portion of the Site occupied by the System.

6 (B) In consideration of the responsibilities set forth in Section 34(A) and the
7 Host Member's lease of its Host Site(s) to AMP for nominal consideration, a Host
8 Member may utilize any System installed on its Host Site(s), to the extent required and
9 available, for system power for the Host's Electric System in the event of an emergency
10 when other sufficient power is not available.

11 (C) A Host Member that utilizes any System in accordance with part (B) of this
12 Section 34 shall pay AMP for all Fuel costs, in the amount reasonably determined by
13 AMP, incurred during such operation.

1 **SECTION 35. Counterparts.**

2 This Contract may be executed and delivered in counterparts, each of which
3 shall for all purposes be treated as the original hereof and all of which shall constitute a
4 single agreement.

1 **SECTION 36. Other Agencies**. AMP and the Participants recognize that certain
2 Participants may be, as of the Effective Date, and may continue to be or in the future
3 may become members of other joint action agencies. AMP may enter into Related
4 Agreements with such Participants and such agencies, pursuant to which such
5 agencies may, by written agreement with AMP or between such agency and/or such
6 agency's member Participants, act on behalf of its members or such Participants for the
7 purposes of this Contract; provided, however, that nothing in such Related Agreements
8 shall relieve any Participant of any obligation incurred hereunder.

1 **SECTION 37. PSCR Share Allocation.**

2 (A) In order to spread risks, pursue economies of scale, maximize efficiencies,
3 and provide for diesel generation, the minimum PSCR Shares for Participants hosting a
4 Site shall not be less than one half of the installed capacity value of the System(s) at
5 such Site.

6 (B) As soon as practical after the Effective Date of this Contract, there shall be
7 an initial meeting of the Participants held at a time and place determined by AMP.
8 Notice for such meeting shall be given to each Participant in writing delivered by
9 electronic means, not less than seven (7) days prior to such meeting. In addition to
10 such other business that shall properly be determined by the Participants at such
11 meeting in accordance with the Regulations, the Participants shall adopt at such
12 meeting (or at a later meeting called for such purpose at such time) an initial allocation
13 of PSCR Shares among the Participants with due regard to, among other things, the
14 total kW available and the amount requested by each Participant; provided, however,
15 that in no case shall a Participant be allocated a PSCR Share greater than any
16 maximum amount specified by such Participant pursuant to the legislative action by
17 such Participant's Utility Governing Body authorizing execution of this Power Sales
18 Contract. Such finalized PSCR Shares, as adopted, shall be reflected on a revised
19 Appendix A and shall total one hundred percent (100%) of PSCR Shares.

20 (C) If additional Participants are added to the Project pursuant to Section 33, the
21 PSCR Shares shall be reallocated accordingly and the requests of the Participants for
22 the same will be determined in accordance with methodologies contained herein and as
23 approved by the Participants Committee; provided, however, that no Participant shall be
24 allocated a PSCR Share greater than that authorized by such Participant's Utility
25 Governing Body.

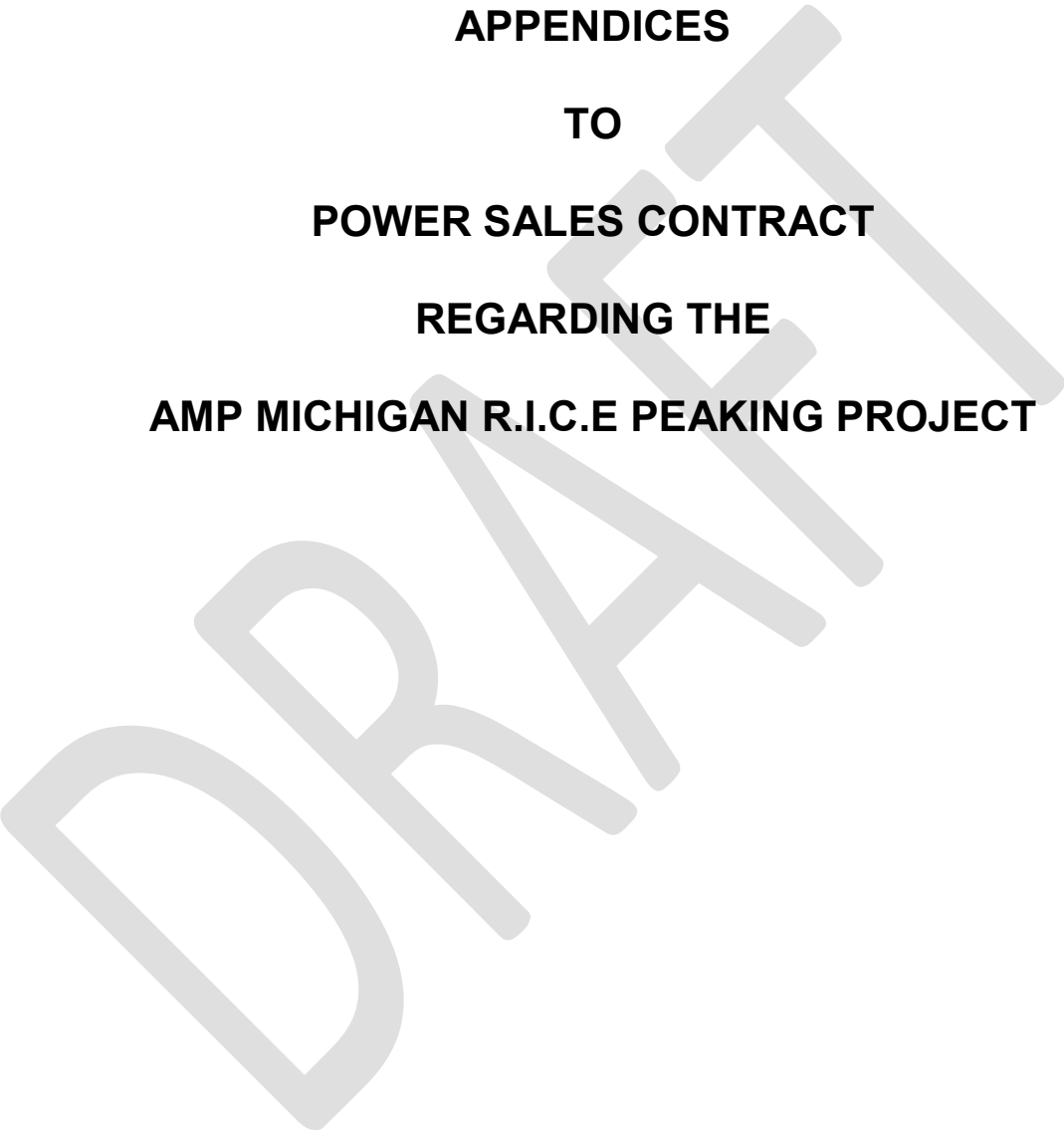
1 The undersigned Participant requests a PSCR Share of up to the kW amount
 2 noted below. Should the undersigned Participant request to host a Site such Participant
 3 shall indicate such below.

4 IN WITNESS WHEREOF, the parties hereto have caused this Contract to be
 5 executed by their proper officers respectively, being thereunto duly authorized, and their
 6 respective corporate seals, if any, to be hereto affixed.

<p>AMERICAN MUNICIPAL POWER, INC.</p> <p>By _____ Jolene M. Thompson President/CEO</p> <p>Approved as to form:</p> <p>_____</p> <p>Rachel Gerrick Senior Vice President/General Counsel for Corporate Affairs</p>	<p>CITY OF HILLSDALE, MICHIGAN</p> <p>By _____ Name: _____ Title: _____</p> <p>Address for receipt of notice:</p> <p>_____ _____ _____</p> <p>Attn: _____ Email: _____</p> <p>Approved as to form:</p> <p>_____ Name: _____ Title: _____</p>
	<p>Participant requests a PSCR Share of up to [_____] kW.</p> <p>Participant requests to Host a Site.</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

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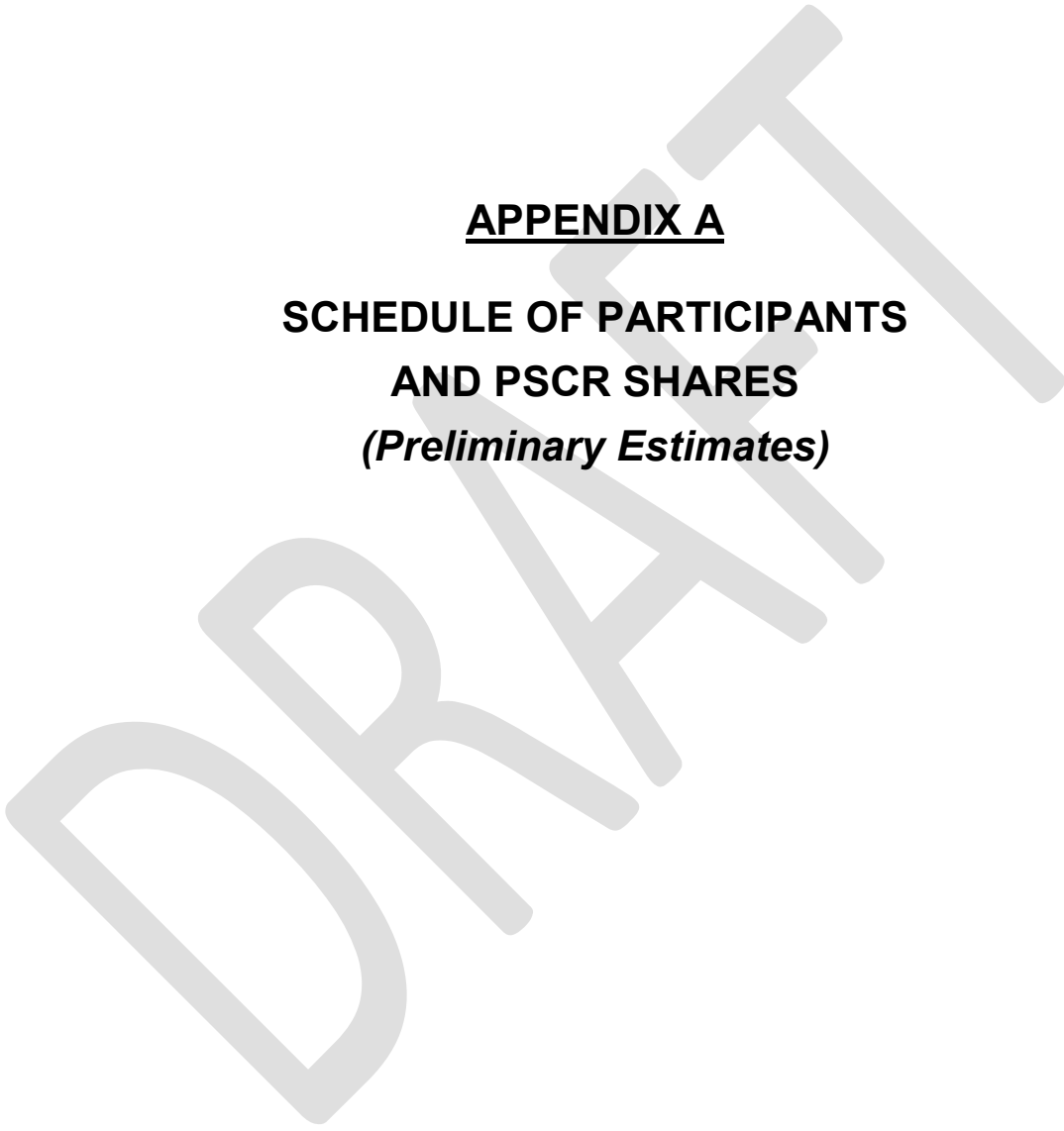
**APPENDICES
TO
POWER SALES CONTRACT
REGARDING THE
AMP MICHIGAN R.I.C.E PEAKING PROJECT**



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APPENDIX A

**SCHEDULE OF PARTICIPANTS
AND PSCR SHARES
(*Preliminary Estimates*)**



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APPENDIX B

AMP MICHIGAN R.I.C.E PEAKING PROJECT

RATE SCHEDULES

DRAFT

**APPENDIX B-1
AMP MICHIGAN R.I.C.E. PEAKING PROJECT
RATE SCHEDULE**

**SCHEDULE 1
EFFECTIVE _____, 20__
AMP MICHIGAN R.I.C.E PEAKING PROJECT
POWER SALES RATE SCHEDULE**

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- 7 1) Applicability and Availability. This rate schedule is solely applicable to and
8 available for the Participants under the terms and conditions of the AMP
9 Michigan R.I.C.E. Peaking Project Power Sales Contract.
- 10 2) Billing Capacity. The Billing Capacity in each billing period shall be the allocation
11 of the PSCR Share in kilowatts (kW) assigned to the Participants as set forth
12 opposite their names in Appendix A.
- 13 3) Billing Energy. The Billing Energy in each billing period shall be the respective
14 Participant's scheduled reservation of its PSCR Share in kilowatt-hours (kWh) at
15 the Delivery Point.
- 16 4) Rates and Charges. The charges for each billing period shall be determined
17 from the applicable Rate Schedule as described in Section 5 of the Contract and
18 will be invoiced as follows:
- 19 a) Demand Charge (which may be called Capacity Charge). This is the
20 Billing Capacity times the fixed O&M rate principally designed to recover
21 any fixed Project Costs included in the Revenue Requirements as set
22 forth in Section 5 hereof.
- 23 b) Energy Charge. This is Billing Energy delivered during a billing period
24 times the energy rate principally designed to recover variable Project
25 Costs and also including any payments respecting those variable costs
26 that comprise Revenue Requirements, as set forth in Section 5 hereof
27 and in the Rate Schedule, not otherwise recovered hereunder.

**APPENDIX B-1
AMP MICHIGAN R.I.C.E. PEAKING PROJECT
RATE SCHEDULE**

- 1 c) Debt Service. This is the Billing Capacity times the Project's Debt Service
2 rate principally designed to recover any Principal, Interest, or other Debt
3 related Project Costs included in the Revenue Requirements as set forth
4 in Section 5 hereof.
- 5 d) Net Congestion, Losses, FTR. This is the net of all costs and credits
6 associated with delivery of Capacity and Energy from the Delivery point
7 to the Participant's Secondary Point of Delivery including, but not limited
8 to, marginal losses, marginal congestion, FTR Purchase costs and FTR
9 congestion credits.
- 10 e) Adjustment for prior period(s). In accordance with Section 5 subsection (B)
11 of this contract: Insofar as AMP is unable to use actual cost data and
12 must rely on estimated costs at the time of invoice generation, any dollar
13 difference between actual and estimated costs shall be reflected in the in
14 a future billing period.
- 15 f) Rate Levelization. If applicable, this is a credit or charge required to bring
16 the overall Project rate for the billing period, exclusive of Net Congestion,
17 Losses, FTR, Adjustments for prior period(s), and Service Fee, to the
18 approved rate stated in the applicable resolution or budget.
- 19 g) Service Fee. In addition to the charges detailed above, each
20 Participant shall also pay the Service Fee in accordance with Section 5 of
21 this contract.
- 22 h) Additional Charges (which may be called Power Cost Adjustment). This
23 shall include any and all charges not covered in the above that are
24 required to assure that the total costs invoiced for power and energy
25 delivered under this contract are equal to the expenses incurred in
26 providing said power and energy. The above enumeration of charges
27 does not preclude any charges to any Participant as determined from

**APPENDIX B-1
AMP MICHIGAN R.I.C.E. PEAKING PROJECT
RATE SCHEDULE**

1 time to time and approved by the Participants Committee and/or Board of
2 Trustees in accordance with Section 5 of this Contract.

3 5) Late Payment Charge. Will be assessed as set forth in Section 5 of this Contract.

4 6) Billing Period. The Billing Period shall be Monthly or such other period determined
5 in accordance with Section 5 of the AMP Michigan R.I.C.E. Peaking Project PSC.

6

7 Effective: _____

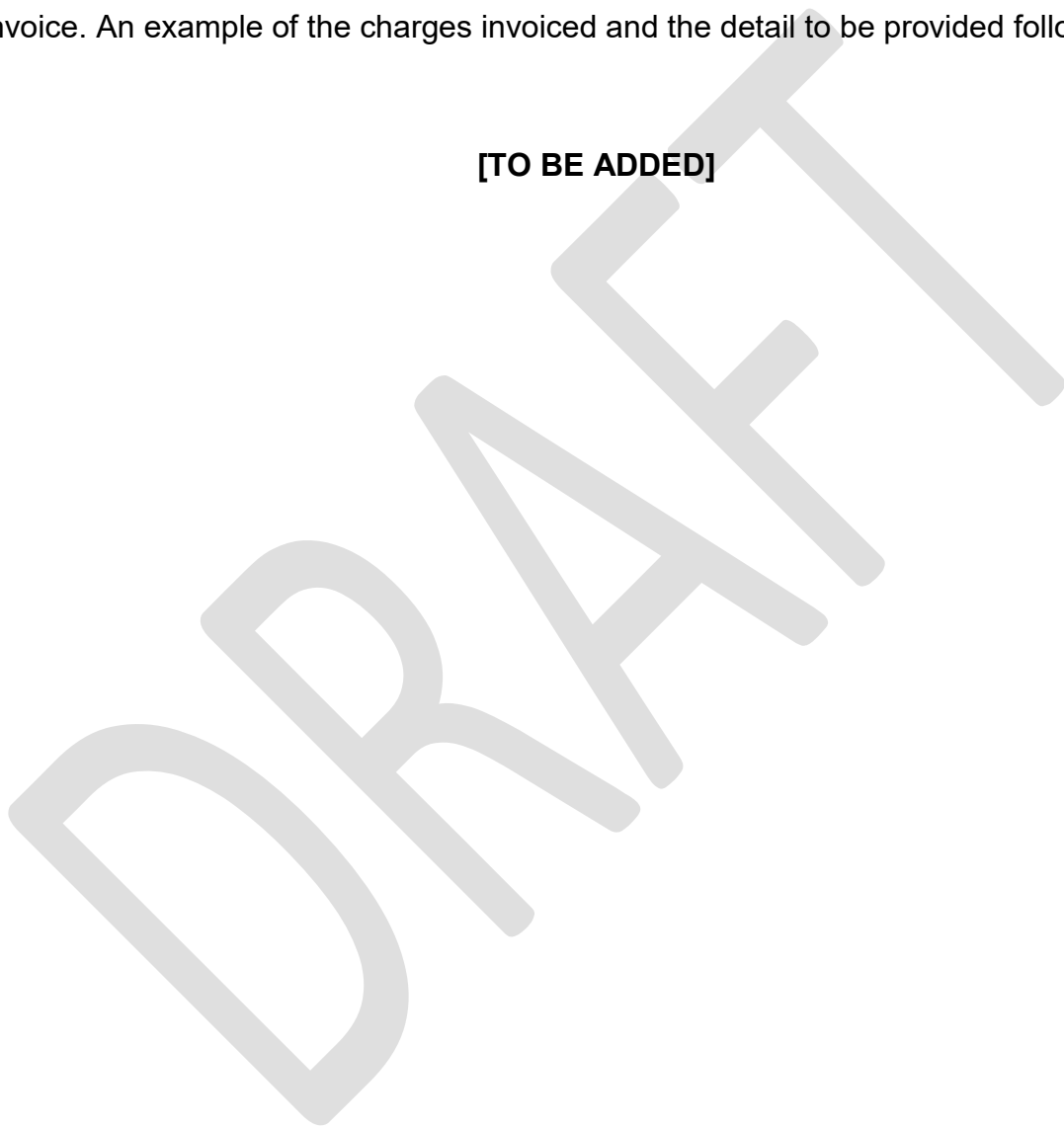
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SAMPLE MONTHLY INVOICE

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Where applicable, power and energy delivered under this contract will be invoiced as part of the Participant's total monthly power invoice from AMP. The charges for power delivered under this contract will be detailed in a separate section of the monthly invoice. An example of the charges invoiced and the detail to be provided follows:

[TO BE ADDED]



**APPENDIX B-3
AMP MICHIGAN R.I.C.E. PEAKING PROJECT
RATE SCHEDULE**

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APPENDIX C
POINTS OF DELIVERY
(Preliminary)

DRAFT

**APPENDIX C-1
AMP MICHIGAN R.I.C.E PEAKING PROJECT
POINTS OF DELIVERY**

Points of Delivery
(Preliminary)

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The Delivery Point for billing purposes for all Project Participants shall be the Project Aggregate LMP that has a calculated LMP value equal to the production weighted average LMP for all Peaking Sites. The actual physical Points of Delivery shall be the “Delivery Point” at the meter unless the same is modified in writing by the parties and are as set forth below.

Participant	Site	Delivery Point	Interconnection Voltage
Village of Clinton	Powerhouse Substation	New pole outside sub that ties into existing overhead line.	4,160V. They are building a new substation and not sure if they are increasing voltage? I don't think so but would want to make sure.
City of Coldwater	Power Plant Substation	New pole outside substation that will tie into existing overhead line. (Need to verify)	13.8kV (Need to verify)
City of Hillsdale	Public Service Substation	Each PowerBlock will tie into existing overhead lines.	13.2kV
City of Hillsdale	Industrial Park Substation	New pole outside substation that will tie into existing overhead line.	13.2kV
City of Marshall	South Substation	Tie into old unused feeder breaker.	13.2kV

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APPENDIX D

PROJECT DESCRIPTION

(AS OF _____, 2023)

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**APPENDIX D
AMP MICHIGAN R.I.C.E. PEAKING PROJECT
PROJECT DESCRIPTION**

**AMP MICHIGAN R.I.C.E. PEAKING PROJECT
(PRELIMINARY)**

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A. The Project is proposed to initially consist of the development, construction and integration of PowerSecure modular generation systems at seven sites for an approximate total project size of 59.3 megawatts (“MW”).

<u>MEMBER</u>	<u>SITE NAME</u>	<u>State</u>	<u>RTO</u>	<u>Load Zone</u>	<u>Approx. Size (MW)</u>
<u>Clinton</u>	<u>Public Works</u>	<u>MI</u>	<u>MISO</u>	<u>DTE</u>	<u>3.1</u>
<u>Coldwater</u>	<u>Power Plant Sub</u>	<u>MI</u>	<u>MISO</u>	<u>METC</u>	<u>7.5</u>
<u>Hillsdale</u>	<u>Public Service</u>	<u>MI</u>	<u>MISO</u>	<u>METC</u>	<u>7.5</u>
<u>Hillsdale</u>	<u>Industrial Park</u>	<u>MI</u>	<u>MISO</u>	<u>METC</u>	<u>7.5</u>
<u>Marshall</u>	<u>South Sub</u>	<u>MI</u>	<u>MISO</u>	<u>METC</u>	<u>3.7</u>
<u>Total</u>					<u>29.3</u>

AMP will engage PowerSecure for an all-inclusive, fixed price project to site, install, and maintain its Tier 4 Final PowerBlock distributed generation systems. AMP will own the PowerSecure systems, finance their construction, and dispatch the resources. AMP will lease the land from the community for each project site, and will manage the interconnection process with the local distribution system and the incumbent transmission utility. PowerSecure will prepare the sites, design the installation, manage construction, and maintain and remotely monitor the units. Utility employees will receive maintenance and troubleshooting training for the generators from PowerSecure.

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APPENDIX E
DEVELOPMENT COSTS
AND
INTERCONNECTION COSTS

DRAFT

**APPENDIX E
AMP MICHIGAN R.I.C.E. PEAKING PROJECT
DEVELOPMENT COSTS AND INTERCONNECTION
COSTS**

- 1 Development Costs, currently estimated at [TO COME], to be recovered by AMP on a
- 2 pro rata basis based upon an estimated [TO COME] MW Project and all Interconnection
- 3 Costs associated with each System, shall be recovered as a part of the financing each
- 4 System to be recovered by AMP and financed as a part of the financing plan approved
- 5 by the Participants Committee.

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APPENDIX F
RELATED AGREEMENTS

[To Come]

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5 **SUPPLEMENT TO**
6 **POWER SALES CONTRACT**
7 **REGARDING THE GREENUP**
8 **HYDROELECTRIC FACILITY**

9
10
11 **Among**

12
13 **AMERICAN MUNICIPAL POWER, INC.**

14
15 **And**

16
17 **THE**

18
19 **CITY OF HILLSDALE, MICHIGAN**

20
21 **And**

22 **MICHIGAN SOUTH CENTRAL POWER AGENCY**

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28 **Dated as of May 11, 2016**
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**APPENDIX F
AMP MICHIGAN R.I.C.E. PEAKING PROJECT
RELATED AGREEMENTS**

**SUPPLEMENT TO THE
AMP MICHIGAN R.I.C.E. PEAKING PROJECT POWER SALES CONTRACT**

Among

AMERICAN MUNICIPAL POWER, INC.

And

THE [CITY/VILLAGE OF ____], MICHIGAN

And Its Agent,

MICHIGAN SOUTH CENTRAL POWER AGENCY

THIS SUPPLEMENT TO POWER SALES CONTRACT (the "Supplement"), dated as of _____, 2023 relates to the POWER SALES CONTRACT (the "PSC" and together with this Supplement, the "Contract") regarding the AMP Michigan R.I.C.E. Peaking Project, dated as of _____, 2023 and is made and entered into among American Municipal Power, Inc. ("AMP") an Ohio corporation not for profit, on the one hand, and the City/Village of [____], Michigan (the "Participant") and the Michigan South Central Power Agency (hereinafter "MSCPA"), a public body politic and corporate organized and existing under Act 448, Public Acts of Michigan, 1976, as amended, as agent for the Participant, on the other hand.

WITNESSETH:

WHEREAS, AMP and the Participant have entered into the PSC relating to the sale by AMP and the purchase by the Participant of power and energy from the Michigan Reciprocating Internal Combustion Engine ("R.I.C.E.") Project, and other sources; and

WHEREAS, the Participant is a member of MSCPA and coordinates with, and receives all of its power supply needs from, MSCPA; and

WHEREAS, the Participant and the other PSC Participants that are members of MSCPA, being the Cities of Coldwater, Hillsdale and Marshall, and the Village of Clinton, each

**APPENDIX F
AMP MICHIGAN R.I.C.E. PEAKING PROJECT
RELATED AGREEMENTS**

1 of which is a political subdivision of the State of Michigan (the “MSCPA Municipalities”), have
2 established and entered into contracts with MSCPA to allow the MSCPA Municipalities to
3 manage risks and to more economically arrange for the purchase and transmission of reliable
4 power supply; and

5 WHEREAS, this Supplement to Power Sales Contract is a Related Agreement, as
6 described in and subject to, Section 36 of the PSC:

7 NOW, THEREFORE, for and in consideration of the mutual covenants and agreements
8 herein contained, it is agreed by and among the parties hereto as follows:

9 **SECTION 1. Definitions and Explanations of Terms.** As used herein all capitalized
10 terms not defined herein shall have the meanings ascribed thereto in the PSC.

11 **SECTION 2. MSCPA as Agent for the Participant.** This Supplement, and a similar
12 Supplement with the other MSCPA Municipalities, shall be entered into by AMP, each
13 respective MSCPA Municipality and MSCPA, as agent for the MSCPA Municipalities. The
14 Participant hereby appoints, for the duration of the term of the Contract, MSCPA as its agent for
15 purposes of exercising and performing all of its rights, duties and obligations thereunder. In
16 furtherance of the same, MSCPA shall exercise and perform all rights, duties and obligations of
17 the Participant under the Contract, including but not limited to, the right to receive power and
18 energy, the right to designate Points of Delivery and Secondary Points of Delivery, the right to
19 direct AMP with respect to sales of power and energy on behalf of the Participant, and the
20 obligation to pay all Service Fees, Rates and Charges and other amounts owing thereunder by
21 the Participant. The Contract is not intended to supersede the provisions of the contractual
22 arrangements between the Participant and MSCPA with respect to the obligation of MSCPA to
23 provide, and of the Participant to purchase from MSCPA, all of the Participant’s bulk power
24 needs. In the event AMP fails to receive any payment when due from MSCPA under the
25 Contract, AMP shall immediately notify MSCPA and the Participant of such failure, and shall

**APPENDIX F
AMP MICHIGAN R.I.C.E. PEAKING PROJECT
RELATED AGREEMENTS**

1 immediately send an invoice to Participant showing its share of any payment which AMP has
2 failed to receive, and Participant shall promptly pay, but only from the sources and with the
3 priority specified in the PSC, such share of the unpaid amounts; provided, however, that neither
4 failure of AMP to send, nor of Participant or of MSCPA to receive, such notice or invoice shall
5 relieve Participant of its obligation to make any payments required under the PSC.

6 Notwithstanding anything in the preceding paragraph, (i) no amendment to the Contract
7 shall be effective without the authorized signature of each of the Participant and MSCPA, and
8 (ii) in the event that each of MSCPA and the Participant execute and deliver to AMP a Notice of
9 Termination of Agency terminating the agency relationship established hereunder between
10 MSCPA and the Participant, thereafter the Participant shall exercise and perform, for and on its
11 own behalf, all of its rights, duties and obligations under the PSC, and MSCPA shall be released
12 from any duties and obligations thereunder.

13 **SECTION 3. Source of Payments by MSCPA.** The payment obligations of MSCPA
14 under the Contract are in accordance with the provisions of Section 5(I) of the Contract, and
15 MSCPA's obligations are payable solely from those revenues of its system established for the
16 provision of power and energy to the MSCPA Municipalities, which revenues are paid to
17 MSCPA by the Participant and the other MSCPA Municipalities therefor; provided, however, that
18 until the outstanding bonds of MSCPA are paid or defeased in full, the obligations of MSCPA
19 under the Contract are subject to the provisions of MSCPA's Power Supply System Revenue
20 Bond Resolution, adopted February 5, 2014, as amended and supplemented to the date hereof
21 (the "Bond Resolution"). In the event that any time MSCPA is prohibited from paying to AMP
22 any amounts owing by MSCPA to AMP under the Contract as a result of any provision of the
23 Bond Resolution, MSCPA's agency on behalf of the Participant under the Contract shall
24 immediately be suspended, and MSCPA shall return any moneys previously paid to MSCPA by
25 the Participant hereunder which have not been paid to AMP, for payment by the Participant to

**APPENDIX F
AMP MICHIGAN R.I.C.E. PEAKING PROJECT
RELATED AGREEMENTS**

1 AMP. The suspension of the agency of MSCPA shall be continued until each of AMP, the
2 Participant and MSCPA agree that all disabilities of payment by MSCPA to AMP under the Bond
3 Resolution have been resolved.

4

5 IN WITNESS WHEREOF, the parties hereto have caused this Supplement to Power
6 Sales Contract to be executed by their proper officers respectively, being thereunto duly
7 authorized, and their respective corporate seals, if any, to be hereto affixed.

8

AMERICAN MUNICIPAL POWER, INC.

9

10 [Seal]

By _____
Jolene M. Thompson
President/CEO

11 Approved as to form:

12 _____
13 Lisa G. McAlister
14 SVP and General Counsel

CITY OF HILLSDALE, MICHIGAN

15

16 [Seal]

17 By _____
18 Title: Mayor

19 By _____
20 Title: Clerk

21 Approved as to form:
22 Miller, Canfield, Paddock and Stone, P.L.C., Special Counsel

23 By: _____
24 Steven D. Mann

MICHIGAN SOUTH CENTRAL POWER AGENCY

25 By: _____
26 Pamala M. Sullivan
27 Title: Acting General Manager

28 Approved as to form:
29 Miller, Canfield, Paddock and Stone, P.L.C., General Counsel

30 By: _____
31 Steven D. Mann

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APPENDIX G
TRUST INDENTURE

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1 **DREW DUNAGIN, CHIEF FINANCIAL OFFICER OF AMP, PREPARED THIS**
2 **INTRODUCTION TO THE MASTER TRUST INDENTURE TO PROVIDE INFORMATION**
3 **AS TO THE PRELIMINARY AMP MICHIGAN R.I.C.E PEAKING PROJECT**
4 **FINANCING PLAN. IT IS NOT A PART OF APPENDIX G AND IS PROVIDED FOR**
5 **INFORMATIONAL PURPOSES ONLY.**
6
7

8 *The following introductory memorandum is in lieu of the form of the Master Trust*
9 *Indenture ("MTI") that AMP may execute and deliver to secure its obligations to repay*
10 *moneys it borrows and other indebtedness, secured by the Power Sales Contract, it*
11 *incurs to provide permanent financing for the AMP Michigan R.I.C.E. Peaking Project*
12 *and, from time to time, various improvements thereto.*

13 Written on or about _____, 20__ this memorandum assumes that AMP will
14 obtain:

15 First, interim financing for the AMP Michigan R.I.C.E. Peaking Project by draws on the
16 line of credit available to AMP under the terms of its current Credit Agreement with
17 interest likewise paid (capitalized) from draws on the line, and

18 Second, a public offering or private placement of long-term Bonds or other financial
19 arrangement in the capital markets.

20 Given (i) the uncertainty as to the ultimate capacity of this Project and the
21 corresponding principal amount to be financed, (i) any public offering of Bonds would
22 have an MTI similar to those for other AMP projects; and (ii) any private placement of
23 Bonds or other financial arrangement may result in a substantially changed MTI. Such
24 a placement could also result in multiple issuances and closings as Additional Sites are
25 identified. Once a financing structure is determined and approved by the Participants, a
26 copy of the form of the MTI will be provided.

27 Please contact me at AMP with any questions you may have regarding AMP's plan of
28 finance or the MTI.

29 Drew Dunagin

30
31 Senior Vice President Finance

AMP

32 and Chief Finance Officer

**APPENDIX G
AMP MICHIGAN R.I.C.E. PEAKING PROJECT
TRUST INDENTURE**

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APPENDIX H

FORM OF LEGAL COUNSEL OPINION

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**APPENDIX H
AMP MICHIGAN R.I.C.E PEAKING PROJECT
FORM OF LEGAL COUNSEL OPINION**

FROM DOCUMENT #4844-8181-7879

[For any questions or an electronic copy of this document, please contact

Michael Kyser at 614-540-0984 or mkyser@amppartners.org.]

[TO BE RECEIVED FROM PARTICIPANT'S COUNSEL]

_____, 20__

Rachel Gerrick
Senior Vice President and General Counsel
for Corporate Affairs
American Municipal Power, Inc.
1111 Schrock Rd.
Columbus, OH 43229

Re: Legal Opinion Pertaining to the AMP Michigan R.I.C.E Peaking
 Project

Dear Ms. Gerrick:

We have acted as counsel to _____, _____
("Participant") in connection with its authorization of the Power Sales Contract ("PSC")
regarding the American Municipal Power, Inc. ("AMP") Michigan R.I.C.E Peaking
Project between AMP and Participant.

In so acting and for purposes of rendering the opinions hereinafter set forth, our
examination of documents has been limited to the examination of originals or copies of
the following:

1. The PSC;
2. The laws and constitution of the State of Michigan;
3. Any relevant ordinance and/or charter provisions of Participant;

4. Outstanding instruments relating to bonds, notes or other indebtedness of, or relating to, Participant's operations and its electric system; and,
5. The existence of any pending or threatened litigation or other proceedings.

For purposes of this opinion, we have not reviewed any documents other than the documents listed in Paragraphs (1) through (5) above. In particular, we have not reviewed any document (other than the documents listed in Paragraphs (1) through (5) above) that is referred to in or incorporated by reference into any document reviewed by us, and we have assumed that there exists no provision in any document that we have not reviewed that is inconsistent with the opinions stated herein. We have conducted no independent factual investigation of our own but rather have relied solely upon the foregoing documents, the statements and information set forth therein, and the additional matters recited or assumed herein, all of which we have assumed to be true, complete and accurate in all material respects.

With respect to all documents examined by us, we have assumed that: (i) all signatures on documents examined by us are genuine; (ii) all documents submitted to us as originals are authentic; and (iii) all documents submitted to us as copies conform to the originals of those documents.

Capitalized terms used but not defined herein have the meanings given them in the PSC.

Based upon the foregoing, and subject to the assumptions, qualifications, limitations and exceptions set forth herein, we are of the opinion that:

2. Participant is duly created and validly existing pursuant to the Constitution and laws of the State of Michigan;

3. Participant has full legal right and authority to enter into the PSC, to carry out its obligations thereunder and to furnish to its customers the Capacity and Energy associated with its PSCR Share;
4. The governing body which has the requisite authority to authorize an appropriate officer of Participant to execute and deliver the PSC in the name of, and on behalf of, Participant is the _____ of _____, _____. The _____ duly approved the PSC and authorized its execution and delivery on behalf of Participant by legislative action duly and lawfully adopted at a meeting or meetings duly called and held pursuant to any necessary public notice at which any necessary quorums were present and acting throughout. Such legislative action has become effective.
5. The PSC has been duly authorized, executed and delivered on behalf of Participant by the appropriate officers of Participant pursuant to legislative action authorizing or directing the same;
6. Participant has full power and authority to fix, charge, collect and revise the rates charged to its electric utility customers for Participant's PSCR Share of the capacity and energy purchased by Participant under the PSC;
7. The obligation of the Participant to make payments to AMP pursuant to the PSC is a "take or pay" obligation of Participant payable as an operating expense of its electric system (except to the extent, if any, set forth on Appendix K of the PSC) and from the revenues thereof, as set forth in the PSC;
8. The execution and delivery of the PSC by Participant and the performance by Participant of its obligations thereunder do not contravene in any material respect any applicable resolution, ordinance or charter provision, or any

- order, injunction, judgment, decree, rule or regulation of any court or administrative agency having jurisdiction over Participant or its property or, in any material respect, result in a breach or violation of any of the terms and provisions of, or constitute a default under, any bond ordinance, trust agreement, indenture, mortgage, deed of trust or other agreement to which Participant is a party or by which it or its property is bound and relating to Participant's electric system; and
9. Except to the extent, if any, set forth on Appendix K, there is no litigation or other proceedings pending or threatened against Participant in any court, regulatory agency, or other tribunal of competent jurisdiction (either local, State or Federal) questioning the creation, organization, or existence of Participant or its electric system or the validity, legality, or enforceability of the PSC.

With respect to the existence of (i) litigation, and (ii) orders, injunctions, judgments, or decrees of any court or administrative agency having jurisdiction over Participant or its property in each case relating to Participant's electric system or its operation and for purposes of the opinions expressed in paragraphs 7 and 8 above, we have relied solely upon written representations of the appropriate officers of Participant and/or the Utility Governing Body or the attached opinion of other counsel.

We are admitted to practice law in the State of Michigan. The opinions herein expressed are limited in all respects solely to the matters governed by the internal laws of the State of Michigan and Federal law (excluding matters subject to the jurisdiction of the Federal Energy Regulatory Commission).

The opinions in this letter are limited to the matters set forth herein. No opinion may be inferred or is implied beyond the matters expressly stated in this letter and the opinions in this letter must be read in conjunction with the assumptions, qualifications and limitations set forth herein. We assume no obligation to update or supplement this

opinion to reflect any facts or circumstances which may hereafter come to our or any changes in the laws which may hereafter occur.

This opinion letter may be relied upon only by: (i) the addressee, its successors and assigns, and only in connection with the matters set forth herein; and (ii) counsel to AMP for purpose of furnishing their opinions respecting the validity of the PSC. Neither the addressee nor counsel to AMP may rely on this opinion letter for any other purpose, and no other person may rely upon this opinion without the prior written consent of this Firm, nor may this opinion letter be referred to, or described, furnished or quoted to any other firm, person or entity without the prior written consent of this Firm.

Very truly yours,

[LEGAL FIRM]

[NAME]

[TITLE]

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APPENDIX I

SPECIAL PROVISIONS – SCHEDULING AND DISPATCHING

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APPENDIX I
AMP MICHIGAN R.I.C.E. PEAKING PROJECT
SPECIAL PROVISIONS – SCHEDULING AND DISPATCHING

1 Unless otherwise agreed in accordance with Section 6 of the Power Sales
2 Contract, AMP shall act as the scheduling agent for each Participant’s PSCR Share and
3 will ensure that day-ahead schedules are submitted in accordance with the then
4 effective RTO day-ahead scheduling requirements. If a Participant uses a scheduling
5 agent other than AMP, the Participant must ensure that its scheduling agent submits the
6 required day-ahead schedules to AMP at least one hour prior to the then effective RTO
7 day-ahead scheduling deadline. As of _____, 2023, the day-ahead RTO
8 scheduling deadline is: MISO 10:30 a.m. Eastern Prevailing Time (EPT).

9
10 Participants will schedule their hourly PSCR Share from the applicable Site LMP
11 point.

12
13 The Participant will be responsible for delivery of the power from the applicable
14 Site LMP point to its Secondary Point(s) of Delivery.

15
16 As the scheduling agent for the Participants’ PSCR Share, AMP will ensure that
17 the hour to hour total scheduled deliveries to the Participants respects the physical
18 limitations of the AMP Michigan R.I.C.E. Peaking Project as well as any limitations
19 imposed under the Related Agreements, NERC reliability standards, the Regional Entity
20 reliability standards, or the MISO and/or Transmission Owner Tariffs or other currently
21 effective operating rules or the rules of any successor organization(s). To the extent that
22 the planned scheduled deliveries must be modified to accommodate any such limitation,
23 AMP will, as necessary, adjust the Participants up or down on a *pro-rata* basis.

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APPENDIX J

NOTICES

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**APPENDIX J
AMP MICHIGAN R.I.C.E PEAKING PROJECT
NOTICES**

1 For AMP:

2
3 Jolene Thompson
4 President / CEO
5 American Municipal Power, Inc.
6 1111 Schrock Rd., Suite 1000
7 Columbus, OH 43229
8 Office: (614) 540-1111
9 Fax: (614) 540-1113

10
11 With a copy to:

12
13 Rachel Gerrick
14 American Municipal Power, Inc.
15 Senior Vice President & General Counsel
16 for Corporate Affairs
17 1111 Schrock Rd., Suite 1000
18 Columbus, OH 43229
19 Office: (614) 540-6379
20 Fax: (614) 540-1037

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22 If to Participant:

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APPENDIX K

DISCLOSURES

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**APPENDIX K
AMP MICHIGAN R.I.C.E. PEAKING PROJECT
DISCLOSURES**

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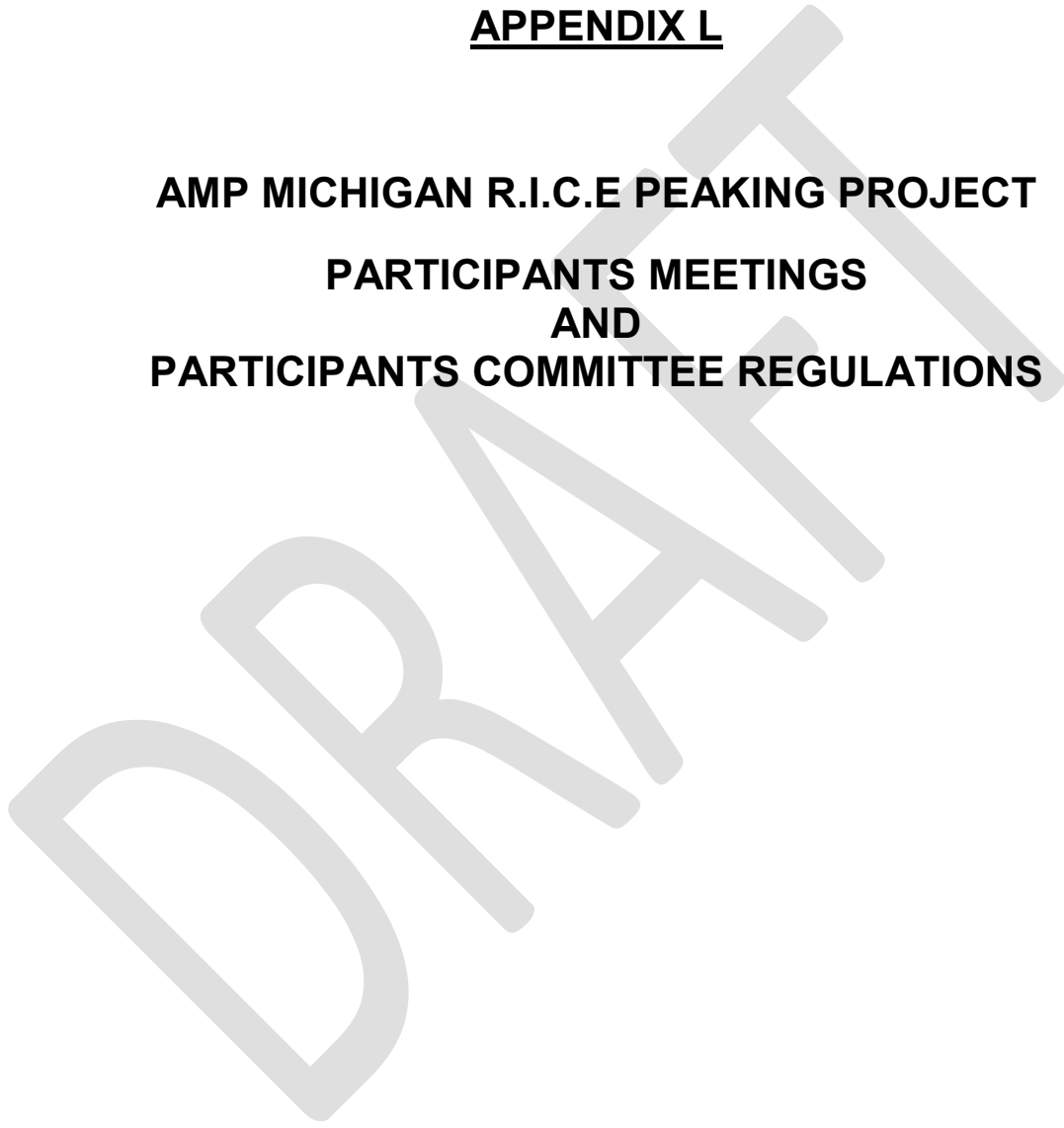
[ANY DISCLOSURES TO COME]

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APPENDIX L

**AMP MICHIGAN R.I.C.E PEAKING PROJECT
PARTICIPANTS MEETINGS
AND
PARTICIPANTS COMMITTEE REGULATIONS**



ARTICLE I – INTRODUCTION, INITIAL MEETING, VOTING

Section One These Regulations govern both meetings of the Participants and meetings of the Participants Committee under the Power Sales Contract.

Section Two AMP shall notice the first such meeting in accordance with Section 37(B) of the Contract.

Section Three All action hereunder shall be by Weighted Vote as specified in Section 5 of Article IV. All actions shall be carried by a simple majority of the Weighted Vote unless otherwise specified in the Power Sales Contract or these Regulations.

ARTICLE II – DEFINITIONS

Section One Unless otherwise indicated or supplemented herein, words and phrases used herein shall have the meanings specified in the Power Sales Contract.

ARTICLE III – MEMBERSHIP

Section One Each Participant shall be entitled to have one (1) representative, with alternates, to be designated to AMP in writing, for purposes of exercising its rights and obligations in Participants meetings or, if elected to the Participants Committee, meetings of the Participants Committee.

ARTICLE IV – MEETINGS

Section One At least annually, and at such other times as are approved by the Participants Committee or upon the written request of Participants having not less than twenty-five percent (25%) of the weighted vote, all Participants shall meet to receive reports from the Participants Committee and AMP on the AMP Michigan R.I.C.E. Peaking Project

and other matters pertaining to the Power Sales Contract and to conduct other business.

Section Two Action items required to be submitted to all Participants between meetings may be submitted by written instrument, in lieu of meeting, as determined by the Participants Committee.

Section Three Special meetings of the Participants, other than the annual meeting, may be called by the Participants Committee Chair or the Chair of the AMP Board of Trustees.

Section Four Written notice of meetings of the Participants, stating the time and place thereof, shall be mailed, or, at AMP's option, sent via email or facsimile, to each Participant not less than seven (7) days before the date of such meeting. If mailed, such notice shall be deemed to have been perfected by deposit in the United States mail by first class mail addressed to the Participant at its address as it appears on Appendix J, at the time of the mailing of said notice. Participants may waive notice of any meeting.

Section Five All Participant voting at meetings or upon actions submitted to Participants without meetings shall be determined by a Weighted Vote, with each Participant having a Weighted Vote in proportion to such Participant's PSCR Share expressed as a percentage.

Section Six Participants representing a majority of the Weighted Vote shall constitute a quorum for the transaction of business at any meeting of the Participants. Unless otherwise specified herein or in the Power Sales Contract, a majority Weighted Vote of the quorum may carry any matter at a meeting. Whether or not a quorum is present, a majority Weighted Vote of the voting Participants present at a meeting may adjourn such meeting.

Section Seven The Participants Committee and the AMP Board of Trustees shall determine the agenda for meetings, which shall be included in the notice thereof. Such agenda may be modified by the Participants, upon motion, at such meeting, as they deem appropriate.

Section Eight Each Participant in good standing shall designate in writing one (1) representative and may also designate one (1) or more alternates. Each Participant, through its representative or alternate representative, shall be entitled its Weighted Vote on any matter coming before the Participants. A representative shall only be eligible to represent one (1) Participant.

Section Nine A Participant in good standing is defined to mean a Participant who is not in default under the Power Sales Contract.

ARTICLE V – PARTICIPANTS COMMITTEE

Section One The Participants Committee shall consist of not less than two (2) Participants, or such other number as determined appropriate by the Participants from time to time prior to the elections pursuant to Section 3 of this Article V, representing not less than a majority of the total Weighted Vote and shall operate and have the duties and responsibilities set forth in these regulations and the Power Sales Contract and be elected as set forth herein.

Section Two The terms of the members of the Participants Committee shall be for a period of three (3) years ending on November 1st three (3) years subsequent to the last regular election of its members.

Section Three Participants may be added to the Participants Committee at any meeting by a vote of the then-existing Participants Committee.

Section Four AMP's General Counsel, unless otherwise determined by the AMP Board of Trustees, shall be responsible for ballot preparation, counting, and generally assuring the integrity of the election process.

ARTICLE VI – PARTICIPANTS COMMITTEE MEETINGS

Section One Participants Committee meetings shall be held at the principal offices of AMP or at such other place as may be determined by the AMP Board of Trustees or the Chair of the Participants Committee.

Section Two A majority of the Weighted Vote of the Committee shall constitute a quorum for the transaction of business and, unless otherwise set forth herein or in the Power Sales Contract, action by the majority of the Weighted Vote of the Participants Committee present at a meeting at which a quorum is present shall be the act of the Committee. The Participants Committee shall keep minutes of its actions.

Section Three The President of AMP shall be an ex-officio member of the Participants Committee and shall be entitled to notice of all meetings and to participate therein, but shall not be entitled to vote nor be counted in determining a quorum.

Section Four Notice of the time, place, and purpose of any meeting of the Participants Committee may be waived by majority of Weighted Vote of the Committee.

Section Five The Participants Committee members, excluding ex-officio members, shall not receive any compensation for their services as committee members, but may, by resolution of the AMP Board of Trustees, be reimbursed for any necessary and proper expenses incurred in the performance of duties as members of the Committee.

Section Six Actions required to be submitted to the Participants Committee may be submitted to the Committee members for approval by written instrument at the request of the Chair.

ARTICLE VII - OFFICERS

Section One The officers of the Participants Committee, elected or appointed as individuals, shall be the Chair and a Vice-Chair.

Section Two The Chair and Vice-Chair of the Participants Committee shall be elected from the representatives of the Participants on the Committee and shall serve for a period of one (1) year. Should the Chair or Vice-Chair be absent from three (3) consecutive meetings of the Committee, that officer shall forfeit such office unless such absences are excused by action of the Committee.

Section Three The Chair and Vice-Chair of the Participants Committee shall be elected in that order at the first meeting of the Participants and thereafter at the Participants meeting held each year during the AMP Annual Conference, or the first Participants Committee meeting held following the date of the Conference, if no such meeting is held during the Conference. Absent representatives may be nominated. Voting may be by secret ballot if so determined by the Committee. In order to qualify as elected, a candidate must receive a majority of the Weighted Vote for the office. If after tabulating the votes there is not a candidate receiving a majority, then the two (2) (or more should there be a tie) candidates receiving the highest number of votes shall be candidates in subsequent elections until a candidate receives a majority.

Section Four The Chair of the Participants Committee shall preside at all Participant and Participant Committee meetings. In addition, he or she shall appoint the chairs and members of any sub-committees that may be established from time to time. The chair of each such sub-committee

shall be appointed as an individual. The Chair shall also perform such other duties as may be directed and authorized by the Committee.

Section Five The Vice-Chair of the Participants Committee shall perform the duties of the Chair in the event of the latter's absence, resignation, inability, or refusal to perform the duties of the office. The Vice-Chair shall perform such other duties as authorized and as directed by the Committee.

ARTICLE VIII – AMENDMENTS TO REGULATIONS

Section One Amendments to the Regulations may be proposed by the Participants Committee or any three (3) Participants may submit a proposed amendment to the Committee in writing and such proposed amendment shall be presented to the Participants at the next meeting.

Section Two Copies of proposed amendments shall be mailed, or at AMP's option sent via email or facsimile, to all Participants with the meeting notice. A Super Majority of the Participants must vote in favor of the amendment for passage.