



City Council Agenda

July 15, 2019
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 Claims of June 27, 2019, 2019: \$124,021.46
 - 2. BPU Claims of June 27, 2019: \$632,483.20
 - 3. BPU Sewer Bond of June 27, 2019: \$7,904.13
 - 4. Payroll of July 11, 2019: \$183,580.78
 - B. City Council Minutes of July 1, 2019 Regular Meeting
- VI. Communications/Petitions**
 - A. Mitchell Research Center Summer Newsletter
 - B. Blight Letter
 - C. Letter of Appreciation from Union City
 - D. Community Choice Credit Union Event
- VII. Introduction and Adoption of Ordinances/Public Hearing**
 - A. Public Hearing P.A.C.E Program
- VIII. Unfinished Business**
 - A. I.C.E Grant – Verbal Update
 - B. Hallett Street – Verbal Update
- IX. Old Business**
- X. New Business**
 - A. BPU: Waste Water Treatment Plant HVAC System Replacement
 - B. BPU: Waste Water Treatment Plant Project Change Order #14
 - C. BPU: Resolution to Amend the HBPU Customer Service, Electric, Water and Sewer Department Rules and Regulations
 - D. Set Public Hearing for Wells Apartments Limited Dividend Housing Authority L.P.
- XI. Miscellaneous Reports**
 - Appointment- TIFA Board: Darin Spieth
- XII. General Public Comment**

XIII. City Manager's Report

XIV. Council Comment

XV. Adjournment

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
 EXP CHECK RUN DATES 06/14/2019 - 06/27/2019
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GC

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 289							
101-295.000-801.000	06/27/19	AVFUEL CORP	REFUELER RENTAL MONTHLY BILLING	012276515	06/27/19	950.00	289
101-295.000-801.000	06/27/19	AVFUEL CORP	EQUIPMENT RENTAL MTH BILLING	012276260	06/27/19	20.00	289
						970.00	
Total For Check 289							
Check 290							
101-209.000-734.000	06/27/19	CARD SERVICES CENTER	POSTAGE	05.21.2019	06/27/19	20.55	290
101-215.000-734.000	06/27/19	CARD SERVICES CENTER	POSTAGE FOR ELECTIONS	06.10.2019	06/27/19	453.70	290
101-215.000-734.000	06/27/19	CARD SERVICES CENTER	POSTAGE	04.14.2019	06/27/19	9.80	290
101-295.000-726.000	06/27/19	CARD SERVICES CENTER	LADDER & ICE	02001C	06/27/19	60.58	290
101-295.000-726.000	06/27/19	CARD SERVICES CENTER	SUPPLIES & MAINT	5200058922	06/27/19	26.31	290
101-295.000-930.000	06/27/19	CARD SERVICES CENTER	SUPPLIES & MAINT	5200058922	06/27/19	16.99	290
101-301.000-862.000	06/27/19	CARD SERVICES CENTER	LODGING & MEALS	3528374611	06/27/19	68.00	290
101-441.000-862.000	06/27/19	CARD SERVICES CENTER	LUNCH	29183	06/27/19	10.28	290
208-751.000-726.006	06/27/19	CARD SERVICES CENTER	CONCESSION SUPPLIES SANDY BEACH-HOT	02323C	06/27/19	232.31	290
208-751.000-726.006	06/27/19	CARD SERVICES CENTER	CONCESSION SUPPLIES SANDY BEACH-HOT	00328C	06/27/19	21.18	290
247-900.000-801.000	06/27/19	CARD SERVICES CENTER	FY20 MICH COUNCIL FOR ARTS AND CULT	06.01.2019	06/27/19	50.00	290
271-790.000-815.000	06/27/19	CARD SERVICES CENTER	BOOKS SUMMER READING	W6488270	06/27/19	346.05	290
271-790.000-982.000	06/27/19	CARD SERVICES CENTER	BOOKS SUMMER READING	112-7948973-4627	06/27/19	53.28	290
						1,369.03	
Total For Check 290							
Check 292							
101-265.000-920.000	06/27/19	MICH GAS UTILITIES	NATURAL GAS UTILITY - CITY HALL	0505119616-00001	06/27/19	257.05	292
101-265.000-920.000	06/27/19	MICH GAS UTILITIES	NATURAL GAS UTILITY	0505431439-00001	06/27/19	11.60	292
101-336.000-920.000	06/27/19	MICH GAS UTILITIES	NATURAL GAS UTILITY - FIRE STATION	0502806085-00001	06/27/19	134.02	292
588-588.000-920.000	06/27/19	MICH GAS UTILITIES	NATURAL GAS UTILITY	0507035798-00001	06/27/19	23.85	292
						426.52	
Total For Check 292							
Check 293							
101-000.000-123.000	06/27/19	SUN LIFE ASSURANCE COMPANY	INSURANCE CLIENT 020894	020894 - CITY	06/27/19	1,064.38	293
208-000.000-123.000	06/27/19	SUN LIFE ASSURANCE COMPANY	INSURANCE CLIENT 020894	020894 - CITY	06/27/19	37.01	293
271-000.000-123.000	06/27/19	SUN LIFE ASSURANCE COMPANY	INSURANCE CLIENT 020894	020894 - CITY	06/27/19	61.34	293
588-000.000-123.000	06/27/19	SUN LIFE ASSURANCE COMPANY	INSURANCE CLIENT 020894	020894 - CITY	06/27/19	119.19	293
640-000.000-123.000	06/27/19	SUN LIFE ASSURANCE COMPANY	INSURANCE CLIENT 020894	020894 - CITY	06/27/19	65.17	293
699-000.000-123.000	06/27/19	SUN LIFE ASSURANCE COMPANY	INSURANCE CLIENT 020894	020894 - CITY	06/27/19	217.36	293
						1,564.45	
Total For Check 293							
Check 81309							
101-000.000-123.000	06/24/19	BLUE CROSS & BLUE SHIELD OF MICHIGAN	DENTAL & VISION INSURANCE GROUP 007	010474	06/24/19	166.48	81309
101-000.000-123.000	06/24/19	BLUE CROSS & BLUE SHIELD OF MICHIGAN	DENTAL & VISION INSURANCE GROUP 007	000479	06/24/19	891.11	81309
101-000.000-123.000	06/24/19	BLUE CROSS & BLUE SHIELD OF MICHIGAN	DENTAL & VISION INSURANCE GROUP 007	013969	06/24/19	937.86	81309
208-000.000-123.000	06/24/19	BLUE CROSS & BLUE SHIELD OF MICHIGAN	DENTAL & VISION INSURANCE GROUP 007	013969	06/24/19	60.92	81309
271-000.000-123.000	06/24/19	BLUE CROSS & BLUE SHIELD OF MICHIGAN	DENTAL & VISION INSURANCE GROUP 007	013969	06/24/19	136.01	81309
588-000.000-123.000	06/24/19	BLUE CROSS & BLUE SHIELD OF MICHIGAN	DENTAL & VISION INSURANCE GROUP 007	017069	06/24/19	60.92	81309
588-000.000-123.000	06/24/19	BLUE CROSS & BLUE SHIELD OF MICHIGAN	DENTAL & VISION INSURANCE GROUP 007	013969	06/24/19	91.39	81309
640-000.000-123.000	06/24/19	BLUE CROSS & BLUE SHIELD OF MICHIGAN	DENTAL & VISION INSURANCE GROUP 007	017069	06/24/19	105.54	81309
640-000.000-123.000	06/24/19	BLUE CROSS & BLUE SHIELD OF MICHIGAN	DENTAL & VISION INSURANCE GROUP 007	013969	06/24/19	30.47	81309
699-000.000-123.000	06/24/19	BLUE CROSS & BLUE SHIELD OF MICHIGAN	DENTAL & VISION INSURANCE GROUP 007	017069	06/24/19	574.47	81309
						3,055.17	
Total For Check 81309							
Check 81310							
101-000.000-123.000	06/24/19	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	191660000788	06/24/19	27,364.77	81310
208-000.000-123.000	06/24/19	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	191660000788	06/24/19	1,113.14	81310
271-000.000-123.000	06/24/19	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	191660000788	06/24/19	1,855.24	81310

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Invoice Age: Less Than 30 Days							
Check 81310							
588-000.000-123.000	06/24/19	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	191660000788	06/24/19	2,226.28	81310
640-000.000-123.000	06/24/19	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	191660000788	06/24/19	1,855.24	81310
699-000.000-123.000	06/24/19	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	191660000788	06/24/19	9,368.95	81310
Total For Check 81310						43,783.62	
Check 81311							
208-000.000-667.000	06/26/19	DIANE SILAS	DOCK SLIP RENTAL REFUND (R34204) SL 34204		06/26/19	340.00	81311
Total For Check 81311						340.00	
Check 81312							
101-215.000-801.000	06/27/19	ACCUSHRED	PAPER SHREDDING SERVICE	51543	06/27/19	64.95	81312
Total For Check 81312						64.95	
Check 81313							
101-301.000-726.000	06/27/19	AMAZON CAPITAL SERVICES, INC	LAPTOP DISPLAY SCREEN/PIONEER 3D DR 1H9K-X9DR-76G3		06/27/19	53.99	81313
101-301.000-930.000	06/27/19	AMAZON CAPITAL SERVICES, INC	LAPTOP DISPLAY SCREEN/PIONEER 3D DR 13R1-43WL-3RLX		06/27/19	45.96	81313
101-301.000-930.000	06/27/19	AMAZON CAPITAL SERVICES, INC	LAPTOP DISPLAY SCREEN/PIONEER 3D DR 16LN-6JLJ-7RT6		06/27/19	(39.00)	81313
101-301.000-930.000	06/27/19	AMAZON CAPITAL SERVICES, INC	LAPTOP DISPLAY SCREEN/PIONEER 3D DR 1HL1-GPMY-7DVL		06/27/19	(3.99)	81313
Total For Check 81313						56.96	
Check 81314							
101-301.000-900.000	06/27/19	ARROW SWIFT PRINTING	PRIVATE PROPERTY CRASH FORMS	149345	06/27/19	141.45	81314
Total For Check 81314						141.45	
Check 81315							
101-265.000-925.000	06/27/19	AT&T	TELEPHONE SERVICE	517437098306-6	06/27/19	143.70	81315
101-295.000-925.000	06/27/19	AT&T	TELEPHONE SERVICE	517437098306-6	06/27/19	98.75	81315
Total For Check 81315						242.45	
Check 81316							
271-790.000-982.000	06/27/19	BAKER & TAYLOR COMPANY	ADULT BOOK ORDER MAY	2034581081	06/27/19	15.66	81316
271-790.000-982.000	06/27/19	BAKER & TAYLOR COMPANY	ADULT BOOK ORDER FOR JUNE	2034581082	06/27/19	59.92	81316
271-790.000-982.000	06/27/19	BAKER & TAYLOR COMPANY	ADULT BOOK ORDER FOR JUNE	2034601962	06/27/19	131.68	81316
271-790.000-982.001	06/27/19	BAKER & TAYLOR COMPANY	GIFT MONEY ADULT BOOKS	2034601961	06/27/19	15.09	81316
271-792.000-982.000	06/27/19	BAKER & TAYLOR COMPANY	CHILDREN'S BOOKS	2034581083	06/27/19	143.88	81316
Total For Check 81316						366.23	
Check 81317							
271-790.000-815.000	06/27/19	BESTSELLERS AUDIO	AUDIO BOOKS GRANT	7283	06/27/19	187.00	81317
271-790.000-815.000	06/27/19	BESTSELLERS AUDIO	AUDIO BOOKS GRANT	7284	06/27/19	404.90	81317
Total For Check 81317						591.90	
Check 81318							
101-265.000-920.000	06/27/19	BOARD OF PUBLIC UTILITIES	UTILITIES	06.20.2019	06/27/19	1,966.24	81318
101-266.000-920.000	06/27/19	BOARD OF PUBLIC UTILITIES	UTILITIES	06.20.2019	06/27/19	197.87	81318
101-276.000-920.000	06/27/19	BOARD OF PUBLIC UTILITIES	UTILITIES	06.20.2019	06/27/19	71.02	81318
101-295.000-920.000	06/27/19	BOARD OF PUBLIC UTILITIES	UTILITIES	06.20.2019	06/27/19	369.32	81318
101-336.000-920.000	06/27/19	BOARD OF PUBLIC UTILITIES	UTILITIES	06.20.2019	06/27/19	620.16	81318
101-441.000-920.000	06/27/19	BOARD OF PUBLIC UTILITIES	UTILITIES	06.20.2019	06/27/19	285.98	81318
101-448.000-920.202	06/27/19	BOARD OF PUBLIC UTILITIES	UTILITIES	06.20.2019	06/27/19	4,132.22	81318
101-448.000-920.203	06/27/19	BOARD OF PUBLIC UTILITIES	UTILITIES	06.20.2019	06/27/19	295.97	81318
101-756.000-801.000	06/27/19	BOARD OF PUBLIC UTILITIES	STREET LIGHT MAINT. & WATER ANALYSI	19-0000376	06/27/19	90.00	81318
101-756.000-920.000	06/27/19	BOARD OF PUBLIC UTILITIES	UTILITIES	06.20.2019	06/27/19	991.90	81318
202-460.000-801.000	06/27/19	BOARD OF PUBLIC UTILITIES	STREET LIGHT MAINT. & WATER ANALYSI	19-0000379	06/27/19	415.09	81318

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Invoice Age: Less Than 30 Days							
Check 81318							
202-460.500-801.000	06/27/19	BOARD OF PUBLIC UTILITIES	STREET LIGHT MAINT. & WATER ANALYSI	19-0000379	06/27/19	41.05	81318
202-490.000-920.000	06/27/19	BOARD OF PUBLIC UTILITIES	UTILITIES	06.20.2019	06/27/19	400.54	81318
202-490.500-920.000	06/27/19	BOARD OF PUBLIC UTILITIES	UTILITIES	06.20.2019	06/27/19	400.77	81318
203-460.000-801.000	06/27/19	BOARD OF PUBLIC UTILITIES	STREET LIGHT MAINT. & WATER ANALYSI	19-0000379	06/27/19	63.13	81318
203-480.000-920.000	06/27/19	BOARD OF PUBLIC UTILITIES	UTILITIES	06.20.2019	06/27/19	59.43	81318
247-900.000-920.000	06/27/19	BOARD OF PUBLIC UTILITIES	UTILITIES	06.20.2019	06/27/19	122.33	81318
271-790.000-920.000	06/27/19	BOARD OF PUBLIC UTILITIES	UTILITIES	06.20.2019	06/27/19	1,301.83	81318
588-588.000-920.000	06/27/19	BOARD OF PUBLIC UTILITIES	UTILITIES	06.20.2019	06/27/19	303.23	81318
640-444.000-920.000	06/27/19	BOARD OF PUBLIC UTILITIES	UTILITIES	06.20.2019	06/27/19	261.84	81318
Total For Check 81318						12,389.92	
Check 81320							
101-441.000-801.000	06/27/19	BRANCH HILLSDALE ST JOSEPH	HEP A&B SHOTS (3RD SERIES)	06.14.2019	06/27/19	1,016.00	81320
Total For Check 81320						1,016.00	
Check 81321							
101-295.000-740.000	06/27/19	BRINER OIL CO, INC	DIESEL FUEL DELIVERY	103114	06/27/19	397.32	81321
Total For Check 81321						397.32	
Check 81322							
101-441.000-801.000	06/27/19	CINTAS CORPORATION	CLEANER DISP & PRODUCT, UNIFORMS	4023812728	06/27/19	37.43	81322
101-441.000-955.441	06/27/19	CINTAS CORPORATION	CLEANER DISP & PRODUCT, UNIFORMS	1900628180	06/27/19	451.87	81322
101-441.000-955.441	06/27/19	CINTAS CORPORATION	CLEANER DISP & PRODUCT, UNIFORMS	1900628188	06/27/19	54.99	81322
Total For Check 81322						544.29	
Check 81323							
101-301.000-742.000	06/27/19	CMP DISTRIBUTOR, INC	ARMOR EXPRESS DNR REVOLUTION CARRIE	59568	06/27/19	114.95	81323
Total For Check 81323						114.95	
Check 81324							
101-174.000-726.000	06/27/19	CURRENT OFFICE SOLUTIONS	HIGHLIGHTERS & POST-IT'S	626926-00	06/27/19	6.79	81324
101-209.000-801.000	06/27/19	CURRENT OFFICE SOLUTIONS	LEASE/COPIES	311032	06/27/19	96.27	81324
101-215.000-801.000	06/27/19	CURRENT OFFICE SOLUTIONS	LEASE/COPIES	311032	06/27/19	291.82	81324
101-295.000-726.000	06/27/19	CURRENT OFFICE SOLUTIONS	PAPER & WHITEOUT	06.20.2019	06/27/19	17.68	81324
101-400.000-801.000	06/27/19	CURRENT OFFICE SOLUTIONS	LEASE/COPIES	311032	06/27/19	96.27	81324
101-441.000-726.000	06/27/19	CURRENT OFFICE SOLUTIONS	PENS, FLAG	627703-00	06/27/19	7.84	81324
101-441.000-801.000	06/27/19	CURRENT OFFICE SOLUTIONS	LEASE/COPIES	311032	06/27/19	171.41	81324
208-751.000-801.000	06/27/19	CURRENT OFFICE SOLUTIONS	LEASE/COPIES	311032	06/27/19	96.27	81324
588-588.000-726.000	06/27/19	CURRENT OFFICE SOLUTIONS	CORRECTION TAPE & REFILL ENEREL	627554-00	06/27/19	41.78	81324
588-588.000-726.000	06/27/19	CURRENT OFFICE SOLUTIONS	PENS, FLAG	627687-00	06/27/19	53.95	81324
Total For Check 81324						880.08	
Check 81326							
101-175.000-955.101	06/27/19	DOMESTIC HARMONY	PURCHASE SERVICES FOR VICTIMS OF DO	03-05-2019	06/27/19	6,000.00	81326
Total For Check 81326						6,000.00	
Check 81327							
408-751.000-975.408	06/27/19	THE DOOR MAN	FIELD OF DREAMS STORAGE BUILDING	05.06.2019	06/27/19	3,350.00	81327
Total For Check 81327						3,350.00	
Check 81328							
101-756.000-726.000	06/27/19	DOUBLE A LAWNSCAPING & SUPPLY	LIMESTONE - MRS STOCKS PARK	35069	06/27/19	111.00	81328
101-756.000-726.000	06/27/19	DOUBLE A LAWNSCAPING & SUPPLY	LIMESTONE - MRS STOCKS PARK	35072	06/27/19	37.00	81328

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Invoice Age: Less Than 30 Days							
Check 81328							
						Total For Check 81328	148.00
Check 81329							
101-265.000-801.000	06/27/19	EAST 2 WEST ENTERPRISES, INC	MOP & BUFF DISPATCH OFFICE	8423	06/27/19	40.00	81329
						Total For Check 81329	40.00
Check 81330							
640-444.000-726.000	06/27/19	ELECTRICAL TERMINAL INC.	WIRE ENDS	71457-00	06/27/19	193.40	81330
						Total For Check 81330	193.40
Check 81331							
202-450.000-726.000	06/27/19	FAMILY FARM & HOME	OIL DRY, NUTS/BOLTS,HITCH PIN	000460/W	06/27/19	79.84	81331
202-450.000-726.000	06/27/19	FAMILY FARM & HOME	OIL DRY, NUTS/BOLTS,HITCH PIN	000459/W	06/27/19	29.94	81331
203-450.000-726.000	06/27/19	FAMILY FARM & HOME	OIL DRY, NUTS/BOLTS,HITCH PIN	000460/W	06/27/19	39.92	81331
640-444.000-726.000	06/27/19	FAMILY FARM & HOME	OIL DRY, NUTS/BOLTS,HITCH PIN	000459/W	06/27/19	44.91	81331
640-444.000-726.000	06/27/19	FAMILY FARM & HOME	OIL DRY, NUTS/BOLTS,HITCH PIN	000464/W	06/27/19	8.55	81331
640-444.000-730.000	06/27/19	FAMILY FARM & HOME	OIL DRY, NUTS/BOLTS,HITCH PIN	000464/W	06/27/19	9.58	81331
						Total For Check 81331	212.74
Check 81332							
202-460.000-801.000	06/27/19	FOULKE CONSTRUCTION	REMOVE & REPLACE SIDEWALK RAMP - 45	19034	06/27/19	1,544.00	81332
						Total For Check 81332	1,544.00
Check 81333							
101-756.000-930.000	06/27/19	G&G GLASS, INC	CLEAR POLYCARB REPLACEMENT DOME	19-4404	06/27/19	112.50	81333
						Total For Check 81333	112.50
Check 81334							
271-790.000-815.000	06/27/19	CENGAGE LEARNING	ADULT BOOKS GRANT	67223633	06/27/19	68.99	81334
						Total For Check 81334	68.99
Check 81335							
101-265.000-930.000	06/27/19	GELZER & SON INC	BASKETBALL NETS, FAUCET & LAUNDRY T	C331217	06/27/19	96.98	81335
101-336.000-726.000	06/27/19	GELZER & SON INC	5X8 NYLON FLAG	A201499	06/27/19	54.99	81335
101-756.000-726.000	06/27/19	GELZER & SON INC	BASKETBALL NETS, FAUCET & LAUNDRY T	C330371	06/27/19	7.28	81335
						Total For Check 81335	159.25
Check 81336							
101-265.000-801.000	06/27/19	ANGELA GIRDHAM	LANDSAPE FOR CLOVER MITES	06.19.2018	06/27/19	25.00	81336
						Total For Check 81336	25.00
Check 81337							
101-265.000-726.000	06/27/19	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	114855	06/27/19	19.00	81337
101-295.000-726.000	06/27/19	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	114855	06/27/19	4.75	81337
101-441.000-726.000	06/27/19	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	114855	06/27/19	19.00	81337
271-790.000-726.000	06/27/19	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	114855	06/27/19	4.75	81337
588-588.000-726.000	06/27/19	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	114857	06/27/19	4.75	81337
						Total For Check 81337	52.25
Check 81338							
271-790.000-801.000	06/27/19	MARY HILL	MILEAGE REIMBURSEMENT	06.13.2019	06/27/19	38.86	81338
						Total For Check 81338	38.86
Check 81339							
588-588.000-730.000	06/27/19	HOEKSTRA TRANSPORTATION, INC.	FOOR LEAF A&M	X101021714:01	06/27/19	500.50	81339

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Invoice Age: Less Than 30 Days							
Check 81339							
Total For Check 81339						500.50	
Check 81340							
101-756.000-801.000	06/27/19	HOOP LAWN & SNOW, LLC	FOD & STOCKS PARK IRRIGATION START	6032019FOD	06/27/19	150.00	81340
101-756.000-801.000	06/27/19	HOOP LAWN & SNOW, LLC	FOD & STOCKS PARK IRRIGATION START	6032019MSP	06/27/19	75.00	81340
Total For Check 81340						225.00	
Check 81341							
101-276.000-801.000	06/27/19	J.B. PAVEMENT REPAIR & RENTALS	SPRAY PATCH REPAIRS - LAKEVIEW CEME'	1876	06/27/19	9,625.00	81341
Total For Check 81341						9,625.00	
Check 81342							
640-444.000-730.000	06/27/19	JACKSON TRUCK SERVICE INC	FILTERS, U-JOINT,B/U ALARM	PC001319873:01	06/27/19	4.70	81342
640-444.000-730.000	06/27/19	JACKSON TRUCK SERVICE INC	FILTERS, U-JOINT,B/U ALARM	PC001320000:01	06/27/19	64.26	81342
640-444.000-730.000	06/27/19	JACKSON TRUCK SERVICE INC	FILTERS, U-JOINT,B/U ALARM	PC001320223:01	06/27/19	64.80	81342
640-444.000-730.000	06/27/19	JACKSON TRUCK SERVICE INC	FILTERS, U-JOINT,B/U ALARM	PC001320133:01	06/27/19	3.50	81342
Total For Check 81342						137.26	
Check 81343							
101-265.000-930.000	06/27/19	JC MECHANICAL SERVICES, LLC	CHANGE SYSTEM OVER FROM HEAT TO COO:	3992	06/27/19	1,242.00	81343
Total For Check 81343						1,242.00	
Check 81344							
408-751.000-975.408	06/27/19	JONESVILLE LUMBER	FIELD OF DREAMS/STORAGE	818600	06/27/19	704.00	81344
408-751.000-975.408	06/27/19	JONESVILLE LUMBER	FIELD OF DREAMS/STORAGE	818592	06/27/19	47.96	81344
408-751.000-975.408	06/27/19	JONESVILLE LUMBER	FIELD OF DREAMS/STORAGE	819090	06/27/19	7.14	81344
408-751.000-975.408	06/27/19	JONESVILLE LUMBER	FIELD OF DREAMS/STORAGE	81852	06/27/19	140.83	81344
408-751.000-975.408	06/27/19	JONESVILLE LUMBER	FIELD OF DREAMS/STORAGE	818312	06/27/19	1,531.05	81344
408-751.000-975.408	06/27/19	JONESVILLE LUMBER	FIELD OF DREAMS/STORAGE	819211	06/27/19	384.85	81344
408-751.000-975.408	06/27/19	JONESVILLE LUMBER	FIELD OF DREAMS/STORAGE	819376	06/27/19	36.98	81344
408-751.000-975.408	06/27/19	JONESVILLE LUMBER	FIELD OF DREAMS/STORAGE	819532	06/27/19	(228.07)	81344
408-751.000-975.408	06/27/19	JONESVILLE LUMBER	FIELD OF DREAMS/STORAGE	814110	06/27/19	342.25	81344
408-751.000-975.408	06/27/19	JONESVILLE LUMBER	FIELD OF DREAMS/STORAGE	814111	06/27/19	(95.83)	81344
408-751.000-975.408	06/27/19	JONESVILLE LUMBER	FIELD OF DREAMS/STORAGE	814761	06/27/19	792.74	81344
408-751.000-975.408	06/27/19	JONESVILLE LUMBER	FIELD OF DREAMS/STORAGE	816209	06/27/19	873.83	81344
408-751.000-975.408	06/27/19	JONESVILLE LUMBER	FIELD OF DREAMS/STORAGE	818331	06/27/19	1,029.86	81344
408-751.000-975.408	06/27/19	JONESVILLE LUMBER	FIELD OF DREAMS/STORAGE	818508	06/27/19	15.18	81344
Total For Check 81344						5,582.77	
Check 81346							
101-301.000-726.000	06/27/19	MATTHEW JUNE	TRAVEL/SUPPLIES REIMBURSEMENT - TAS:	06.17.2019	06/27/19	50.68	81346
101-301.000-860.000	06/27/19	MATTHEW JUNE	TRAVEL/SUPPLIES REIMBURSEMENT - TAS:	06.17.2019	06/27/19	10.50	81346
101-301.000-862.000	06/27/19	MATTHEW JUNE	TRAVEL/SUPPLIES REIMBURSEMENT - TAS:	06.17.2019	06/27/19	39.00	81346
Total For Check 81346						100.18	
Check 81347							
101-301.000-726.000	06/27/19	KIESLER'S POLICE SUPPLY, INC.	DUTY/PRACTICE AMMUNITION	IN111972	06/27/19	4,269.16	81347
101-301.000-726.000	06/27/19	KIESLER'S POLICE SUPPLY, INC.	DUTY/PRACTICE AMMUNITION	SI100163	06/27/19	588.56	81347
Total For Check 81347						4,857.72	
Check 81348							
640-444.000-955.441	06/27/19	LINDSAY LEDYARD	SAFETY FOOT WARE REIMBURSEMENT	54433	06/27/19	140.10	81348
Total For Check 81348						140.10	

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Check 81349							
101-265.000-860.000	06/27/19	LINDSAY POWELL	MILIAGE TO/FROM BEAN CREEK FOR TIFA	06.27.2019	06/27/19	162.40	81349
						<u>162.40</u>	
Total For Check 81349						162.40	
Check 81350							
101-265.000-801.000	06/27/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 6/9/19	40028284	06/27/19	16.57	81350
101-265.000-801.000	06/27/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 6/19/2019	40028574	06/27/19	57.99	81350
101-276.000-801.000	06/27/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 6/9/19	40028284	06/27/19	579.95	81350
101-276.000-801.000	06/27/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 6/19/2019	40028574	06/27/19	124.27	81350
101-756.000-801.000	06/27/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 6/9/19	40028284	06/27/19	149.13	81350
101-756.000-801.000	06/27/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 6/19/2019	40028574	06/27/19	273.41	81350
202-450.000-801.000	06/27/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 6/9/19	40028284	06/27/19	422.54	81350
202-450.000-801.000	06/27/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 6/19/2019	40028574	06/27/19	78.72	81350
202-450.500-801.000	06/27/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 6/9/19	40028284	06/27/19	16.57	81350
202-460.000-801.000	06/27/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 6/9/19	40028284	06/27/19	418.39	81350
202-460.000-801.000	06/27/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 6/19/2019	40028574	06/27/19	74.57	81350
202-470.000-801.000	06/27/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 6/9/19	40028284	06/27/19	91.14	81350
202-470.000-801.000	06/27/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 6/19/2019	40028574	06/27/19	16.57	81350
202-480.000-801.000	06/27/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 6/9/19	40028284	06/27/19	82.85	81350
202-480.000-801.000	06/27/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 6/19/2019	40028574	06/27/19	82.85	81350
203-450.000-801.000	06/27/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 6/9/19	40028284	06/27/19	115.99	81350
203-450.000-801.000	06/27/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 6/19/2019	40028574	06/27/19	248.55	81350
203-470.000-801.000	06/27/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 6/19/2019	40028574	06/27/19	33.14	81350
203-480.000-801.000	06/27/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 6/9/19	40028284	06/27/19	41.42	81350
203-490.000-801.000	06/27/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 6/9/19	40028284	06/27/19	41.42	81350
Total For Check 81350						<u>2,966.04</u>	
Check 81352							
101-295.000-726.000	06/27/19	MARKET HOUSE	SUPPLIES, POP, BOUNTY, RAID & KLEEN	115002	06/27/19	49.50	81352
Total For Check 81352						<u>49.50</u>	
Check 81353							
202-450.000-801.000	06/27/19	MODERN WASTE SYSTEMS	DISPOSAL OF SWEEPINGS	61896	06/27/19	870.60	81353
203-450.000-801.000	06/27/19	MODERN WASTE SYSTEMS	DISPOSAL OF SWEEPINGS	61896	06/27/19	290.20	81353
Total For Check 81353						<u>1,160.80</u>	
Check 81354							
202-450.000-801.000	06/27/19	MT ENGINEERING, LLC	ENGINEER 2019 CHIP SEAL STREET PROJ.	01911-2	06/27/19	233.75	81354
203-450.000-801.000	06/27/19	MT ENGINEERING, LLC	ENGINEER 2019 CHIP SEAL STREET PROJ.	01911-2	06/27/19	233.75	81354
Total For Check 81354						<u>467.50</u>	
Check 81355							
271-790.000-801.000	06/27/19	NET DESIGNS	WEB SITE	06.26.2019	06/27/19	55.00	81355
Total For Check 81355						<u>55.00</u>	
Check 81356							
640-444.000-801.301	06/27/19	PARNEY'S CAR CARE	OIL CHANGE/TIRE ROTATION (UNIT-21)	64325	06/27/19	49.50	81356
640-444.000-801.301	06/27/19	PARNEY'S CAR CARE	OIL CHANGE/TIRE ROTATION (UNIT-21)	64366	06/27/19	289.59	81356
Total For Check 81356						<u>339.09</u>	
Check 81357							
101-295.000-930.000	06/27/19	PERFORMANCE AUTOMOTIVE	DIESEL - JOHN DEERE	10284-1287995	06/27/19	19.78	81357
588-588.000-730.000	06/27/19	PERFORMANCE AUTOMOTIVE	FILTERS, UNIONS, MIRROR,	10284-1287447	06/27/19	6.29	81357
588-588.000-730.000	06/27/19	PERFORMANCE AUTOMOTIVE	FILTERS, UNIONS, MIRROR,	10284-1288279	06/27/19	76.47	81357
640-444.000-730.000	06/27/19	PERFORMANCE AUTOMOTIVE	FILTERS, UNIONS, MIRROR,	10284-1287362	06/27/19	16.20	81357

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Invoice Age: Less Than 30 Days							
Check 81357							
640-444.000-730.000	06/27/19	PERFORMANCE AUTOMOTIVE	FILTERS, UNIONS,MIRROR,	10284-1288004	06/27/19	25.24	81357
640-444.000-730.000	06/27/19	PERFORMANCE AUTOMOTIVE	FILTERS, UNIONS,MIRROR,	10284-1288023	06/27/19	19.88	81357
Total For Check 81357						163.86	
Check 81358							
101-756.000-801.000	06/27/19	BASTIEN, KYLE	DUMPSTER CONCRETE PAD @ FOD	525	06/27/19	800.00	81358
Total For Check 81358						800.00	
Check 81359							
101-295.000-801.000	06/27/19	R W MERCER COMPANY, INC	OPERATOR INSPECTION	138112	06/27/19	250.00	81359
Total For Check 81359						250.00	
Check 81360							
101-301.000-930.000	06/27/19	MID MICH EMERGENCY EQUIPMENT	INSTALLED RADAR UNIT IN UNIT 2-2 (1	1903	06/27/19	170.00	81360
Total For Check 81360						170.00	
Check 81361							
640-444.000-726.000	06/27/19	SHERWIN-WILLIAMS	SAVER LUBE, TRANSDUCER, METER, DEFL.	2291-8	06/27/19	17.98	81361
640-444.000-730.000	06/27/19	SHERWIN-WILLIAMS	SAVER LUBE, TRANSDUCER, METER, DEFL.	2294-2	06/27/19	377.13	81361
Total For Check 81361						395.11	
Check 81362							
101-441.000-861.000	06/27/19	ST JOSEPH COUNTY CONSERVATION	HERBICIDE WORKSHOP	06.27.2019	06/27/19	75.00	81362
Total For Check 81362						75.00	
Check 81363							
101-295.000-801.000	06/27/19	STATE OF MICHIGAN	AIRPORT WEATHER OBS DATA SYSTEM	591-10420216	06/27/19	485.12	81363
Total For Check 81363						485.12	
Check 81364							
640-444.000-801.301	06/27/19	STILLWELL FORD MERCURY, INC	SERVICE REPAIRS UNIT 2-2 (17 EXPLOR.	615614	06/27/19	966.50	81364
Total For Check 81364						966.50	
Check 81365							
101-219.000-860.000	06/27/19	BONNIE TEW	MILEAGE REIMBURSEMENT	06.20.2019	06/27/19	38.16	81365
Total For Check 81365						38.16	
Check 81366							
101-219.000-860.000	06/27/19	TINA BUMPUS	MILEAGE REIMBURSEMENT	06.20.2019	06/27/19	106.26	81366
Total For Check 81366						106.26	
Check 81367							
101-441.000-726.000	06/27/19	TSC STORES	ROUND UP, 2CYCLE OIL, BLASTER,HOSE,	9799246485	06/27/19	99.98	81367
202-470.000-726.000	06/27/19	TSC STORES	ROUND UP, 2CYCLE OIL, BLASTER,HOSE,	9799246485	06/27/19	64.95	81367
Total For Check 81367						164.93	
Check 81368							
101-265.000-801.000	06/27/19	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	154 0062980	06/27/19	15.51	81368
101-265.000-801.000	06/27/19	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	154 0062363	06/27/19	15.51	81368
101-441.000-742.000	06/27/19	UNIFIRST CORP	RUGS/UNIFORMS -DPS	154 0062362	06/27/19	32.84	81368
101-441.000-742.000	06/27/19	UNIFIRST CORP	RUGS/UNIFORMS -DPS	154 0062979	06/27/19	30.84	81368
101-441.000-801.000	06/27/19	UNIFIRST CORP	RUGS/UNIFORMS -DPS	154 0062362	06/27/19	36.93	81368
101-441.000-801.000	06/27/19	UNIFIRST CORP	RUGS/UNIFORMS -DPS	154 0062979	06/27/19	35.48	81368
640-444.000-742.000	06/27/19	UNIFIRST CORP	RUGS/UNIFORMS -DPS	154 0062362	06/27/19	14.92	81368

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 User: gkeasal
 DB: Hillsdale

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Invoice Age: Less Than 30 Days							
Check 81368							
640-444.000-742.000	06/27/19	UNIFIRST CORP	RUGS/UNIFORMS -DPS	154 0062979	06/27/19	14.92	81368
640-444.000-801.000	06/27/19	UNIFIRST CORP	RUGS/UNIFORMS -DPS	154 0062362	06/27/19	13.14	81368
640-444.000-801.000	06/27/19	UNIFIRST CORP	RUGS/UNIFORMS -DPS	154 0062979	06/27/19	13.14	81368
Total For Check 81368						223.23	
Check 81369							
101-209.000-726.000	06/27/19	URBAN GRAFFITI	UNIFORM SHIRTS FOR FIELD STAFF & CI' 850		06/27/19	83.25	81369
Total For Check 81369						83.25	
Check 81370							
408-751.000-975.408	06/27/19	VANCAMP CONSTRUCTION	CARPENTRY WORK - FIELD OF DREAMS	05.28.2019	06/27/19	6,000.00	81370
Total For Check 81370						6,000.00	
Check 81371							
101-000.000-214.582	06/27/19	BOARD OF PUBLIC UTILITIES	BPU LIENS	06.27.2019	06/27/19	2,659.03	81371
Total For Check 81371						2,659.03	
Check 81372							
208-751.000-726.006	06/27/19	CURRENT OFFICE SOLUTIONS	10 KEY ADDING MACHINE SANDY BEACH C	627976-00	06/27/19	66.76	81372
Total For Check 81372						66.76	
Check 81373							
101-000.000-402.000	06/27/19	HILLSDALE CO TREASURER	OVERPAYMENT	06.27.2019	06/27/19	1,672.27	81373
Total For Check 81373						1,672.27	
Check 81374							
208-751.000-812.000	06/27/19	HUDSON SOFTBALL	SUMMER SOFTBALL LEAGUE FEES	06.27.2019	06/27/19	180.00	81374
Total For Check 81374						180.00	
Check 81375							
208-751.000-726.006	06/27/19	KUSTER'S DAIRY PRODUCTS	ICE CREAM MIX, SLUSH BASE SANDY BEA	128845	06/27/19	97.08	81375
Total For Check 81375						97.08	
Check 81376							
208-751.000-726.006	06/27/19	MARKET HOUSE	HOTDOG BUNS SANDY BEACH CONCESSIONS	115118	06/27/19	15.00	81376
Total For Check 81376						15.00	
Check 81377							
208-751.000-726.006	06/27/19	STOCKHOUSE CORPORATION	2019 DAY PASSES SANDY BEACH	190650	06/27/19	410.00	81377
Total For Check 81377						410.00	
Check 81378							
208-751.000-726.000	06/27/19	URBAN GRAFFITI	2019 CARDIO DRUMMING SHIRTS, 2019 T	868	06/27/19	236.25	81378
208-751.000-726.006	06/27/19	URBAN GRAFFITI	2019 CARDIO DRUMMING SHIRTS, 2019 T	813	06/27/19	650.25	81378
Total For Check 81378						886.50	
Check 81379							
208-751.000-726.006	06/27/19	WALMART COMMUNITY	REFRIDGERATOR/FREEZER THERMOMETERS,	0023963	06/27/19	27.12	81379
208-751.000-726.006	06/27/19	WALMART COMMUNITY	BEACH CONCESSIONS- BINDER, SKILLET,	024932	06/27/19	38.57	81379
271-790.000-726.000	06/27/19	WALMART COMMUNITY	SUPPLIES ADULT	030059	06/27/19	61.07	81379
271-790.000-726.000	06/27/19	WALMART COMMUNITY	SUPPLIES	011532	06/27/19	85.52	81379
582-175.000-801.200	06/27/19	WALMART COMMUNITY	DVD PLAYER FOR THE MOVIES IN THE PA	013721	06/27/19	29.98	81379
Total For Check 81379						242.26	

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Invoice Age: Less Than 30 Days			Total For Age Less Than 30 Days			124,021.46	

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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #	
Fund Totals:								
			Fund 101 GENERAL FUND			75,367.19		
			Fund 202 MAJOR ST./TRUNKLINE FUND			5,364.73		
			Fund 203 LOCAL ST. FUND			1,166.95		
			Fund 208 RECREATION FUND			3,621.86		
			Fund 247 TAX INCREMENT FINANCE ATH.			172.33		
			Fund 271 LIBRARY FUND			5,026.07		
			Fund 408 FIELDS OF DREAMS			14,932.77		
			Fund 582 ELECTRIC FUND			29.98		
			Fund 588 DIAL-A-RIDE FUND			3,508.60		
			Fund 640 REVOLVING MOBILE EQUIP. FUND			4,670.20		
			Fund 699 DPS LEAVE AND BENEFITS FUND			10,160.78		
Total For All Funds:							124,021.46	
--- TOTALS BY GL DISTRIBUTION ---								
		101-000.000-123.000	PREPAID EXPENSES			30,424.60		
		101-000.000-214.582	DUE TO ELECTRIC			2,659.03		
		101-000.000-402.000	CURRENT TAXES			1,672.27		
		101-174.000-726.000	SUPPLIES			6.79		
		101-175.000-955.101	MISC. - DOMESTIC HARMONY			6,000.00		
		101-209.000-726.000	SUPPLIES			83.25		
		101-209.000-734.000	POSTAGE			20.55		
		101-209.000-801.000	CONTRACTUAL SERVICES			96.27		
		101-215.000-734.000	POSTAGE			463.50		
		101-215.000-801.000	CONTRACTUAL SERVICES			356.77		
		101-219.000-860.000	TRANSPORTATION AND MILEAGE			144.42		
		101-265.000-726.000	SUPPLIES			19.00		
		101-265.000-801.000	CONTRACTUAL SERVICES			170.58		
		101-265.000-860.000	TRANSPORTATION AND MILEAGE			162.40		
		101-265.000-920.000	UTILITIES			2,234.89		
		101-265.000-925.000	TELEPHONE			143.70		
		101-265.000-930.000	REPAIRS & MAINTENANCE			1,338.98		
		101-266.000-920.000	UTILITIES			197.87		
		101-276.000-801.000	CONTRACTUAL SERVICES			10,329.22		
		101-276.000-920.000	UTILITIES			71.02		
		101-295.000-726.000	SUPPLIES			158.82		
		101-295.000-740.000	FUEL AND LUBRICANTS			397.32		
		101-295.000-801.000	CONTRACTUAL SERVICES			1,705.12		
		101-295.000-920.000	UTILITIES			369.32		
		101-295.000-925.000	TELEPHONE			98.75		
		101-295.000-930.000	REPAIRS & MAINTENANCE			36.77		
		101-301.000-726.000	SUPPLIES			4,962.39		
		101-301.000-742.000	CLOTHING / UNIFORMS			114.95		
		101-301.000-860.000	TRANSPORTATION AND MILEAGE			10.50		
		101-301.000-862.000	LODGING AND MEALS			107.00		
		101-301.000-900.000	PRINTING			141.45		
		101-301.000-930.000	REPAIRS & MAINTENANCE			172.97		
		101-336.000-726.000	SUPPLIES			54.99		
		101-336.000-920.000	UTILITIES			754.18		
		101-400.000-801.000	CONTRACTUAL SERVICES			96.27		
		101-441.000-726.000	SUPPLIES			126.82		
		101-441.000-742.000	CLOTHING / UNIFORMS			63.68		
		101-441.000-801.000	CONTRACTUAL SERVICES			1,297.25		
		101-441.000-861.000	TRAINING & SEMINARS			75.00		
		101-441.000-862.000	LODGING AND MEALS			10.28		
		101-441.000-920.000	UTILITIES			285.98		
		101-441.000-955.441	MISCELLANEOUS - SHOE ALLOWANC			506.86		
		101-448.000-920.202	UTILITIES - MAJOR STREETS			4,132.22		

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amountcheck #
		101-448.000-920.203	UTILITIES - LOCAL STREETS			295.97
		101-756.000-726.000	SUPPLIES			155.28
		101-756.000-801.000	CONTRACTUAL SERVICES			1,537.54
		101-756.000-920.000	UTILITIES			991.90
		101-756.000-930.000	REPAIRS & MAINTENANCE			112.50
		202-450.000-726.000	SUPPLIES			109.78
		202-450.000-801.000	CONTRACTUAL SERVICES			1,605.61
		202-450.500-801.000	CONTRACTUAL SERVICES			16.57
		202-460.000-801.000	CONTRACTUAL SERVICES			2,452.05
		202-460.500-801.000	CONTRACTUAL SERVICES			41.05
		202-470.000-726.000	SUPPLIES			64.95
		202-470.000-801.000	CONTRACTUAL SERVICES			107.71
		202-480.000-801.000	CONTRACTUAL SERVICES			165.70
		202-490.000-920.000	UTILITIES			400.54
		202-490.500-920.000	UTILITIES			400.77
		203-450.000-726.000	SUPPLIES			39.92
		203-450.000-801.000	CONTRACTUAL SERVICES			888.49
		203-460.000-801.000	CONTRACTUAL SERVICES			63.13
		203-470.000-801.000	CONTRACTUAL SERVICES			33.14
		203-480.000-801.000	CONTRACTUAL SERVICES			41.42
		203-480.000-920.000	UTILITIES			59.43
		203-490.000-801.000	CONTRACTUAL SERVICES			41.42
		208-000.000-123.000	PREPAID EXPENSES			1,211.07
		208-000.000-667.000	RENTS			340.00
		208-751.000-726.000	SUPPLIES			236.25
		208-751.000-726.006	CONCESSION SUPPLIES			1,558.27
		208-751.000-801.000	CONTRACTUAL SERVICES			96.27
		208-751.000-812.000	OUTSIDE PROGRAM FEES			180.00
		247-900.000-801.000	CONTRACTUAL SERVICES			50.00
		247-900.000-920.000	UTILITIES			122.33
		271-000.000-123.000	PREPAID EXPENSES			2,052.59
		271-790.000-726.000	SUPPLIES			151.34
		271-790.000-801.000	CONTRACTUAL SERVICES			93.86
		271-790.000-815.000	LIBRARY GRANT EXPENDITURES			1,006.94
		271-790.000-920.000	UTILITIES			1,301.83
		271-790.000-982.000	BOOKS			260.54
		271-790.000-982.001	BOOKS - FROM DONATION MONIES			15.09
		271-792.000-982.000	BOOKS			143.88
		408-751.000-975.408	CAPITAL OUTLAY - FOD STORAGE BLDG			14,932.77
		582-175.000-801.200	COMPUTER			29.98
		588-000.000-123.000	PREPAID EXPENSES			2,497.78
		588-588.000-726.000	SUPPLIES			100.48
		588-588.000-730.000	VEH./EQUIP. MAINT. SUPPLIES			583.26
		588-588.000-920.000	UTILITIES			327.08
		640-000.000-123.000	PREPAID EXPENSES			2,056.42
		640-444.000-726.000	SUPPLIES			264.84
		640-444.000-730.000	VEH./EQUIP. MAINT. SUPPLIES			585.29
		640-444.000-742.000	CLOTHING / UNIFORMS			29.84
		640-444.000-801.000	CONTRACTUAL SERVICES			26.28
		640-444.000-801.301	POLICE VEHICLE REPAIR			1,305.59
		640-444.000-920.000	UTILITIES			261.84
		640-444.000-955.441	MISCELLANEOUS - SHOE ALLOWANC			140.10
		699-000.000-123.000	PREPAID EXPENSES			10,160.78

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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check <None>							
590-547.000-930.000	06/27/19	AMAZON CAPITAL SERVICES, INC	CREDIT MEMO	14GV-9LRH-TLHH	06/27/19	(3.99)	
						<u>(3.99)</u>	
Total For Check <None>							
Check 57							
582-175.000-861.000	06/27/19	BUSINESS CARD	LUNCH STATE REPRESENTATIVE & TRANS.	R13937350	06/27/19	76.00	57
582-175.000-861.000	06/27/19	BUSINESS CARD	LIGHT BULBS - LUNCH	05.10.2019	06/27/19	34.65	57
582-175.000-930.000	06/27/19	BUSINESS CARD	LINECREW LUNCH	05001C	06/27/19	81.00	57
582-175.000-930.000	06/27/19	BUSINESS CARD	LIGHT BULBS - LUNCH	05.10.2019	06/27/19	12.00	57
582-544.000-730.000	06/27/19	BUSINESS CARD	LUNCH STATE REPRESENTATIVE & TRANS.	R13937350	06/27/19	15.26	57
590-175.000-930.000	06/27/19	BUSINESS CARD	LIGHT BULBS - LUNCH	05.10.2019	06/27/19	6.00	57
591-175.000-930.000	06/27/19	BUSINESS CARD	LIGHT BULBS - LUNCH	05.10.2019	06/27/19	6.00	57
591-543.000-861.000	06/27/19	BUSINESS CARD	LUNCH	05.01.2019	06/27/19	66.24	57
591-544.000-930.000	06/27/19	BUSINESS CARD	LUNCH	05.01.2019	06/27/19	13.52	57
						<u>310.67</u>	
Total For Check 57							
Check 58							
582-000.000-123.000	06/27/19	SUN LIFE ASSURANCE COMPANY	INSURANCE CLIENT 020894	020894 -BPU	06/27/19	503.07	58
590-000.000-123.000	06/27/19	SUN LIFE ASSURANCE COMPANY	INSURANCE CLIENT 020894	020894 -BPU	06/27/19	224.92	58
591-000.000-123.000	06/27/19	SUN LIFE ASSURANCE COMPANY	INSURANCE CLIENT 020894	020894 -BPU	06/27/19	149.66	58
						<u>877.65</u>	
Total For Check 58							
Check 71134							
582-000.000-123.000	06/24/19	BLUE CROSS & BLUE SHIELD OF MI	DENTAL & VISION INSURANCE GROUP 007	015387/016191	06/24/19	981.40	71134
590-000.000-123.000	06/24/19	BLUE CROSS & BLUE SHIELD OF MI	DENTAL & VISION INSURANCE GROUP 007	015387/016191	06/24/19	401.44	71134
591-000.000-123.000	06/24/19	BLUE CROSS & BLUE SHIELD OF MI	DENTAL & VISION INSURANCE GROUP 007	015387/016191	06/24/19	249.18	71134
						<u>1,632.02</u>	
Total For Check 71134							
Check 71135							
582-000.000-123.000	06/24/19	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	19166000785	06/24/19	12,198.25	71135
590-000.000-123.000	06/24/19	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	19166000785	06/24/19	6,145.44	71135
591-000.000-123.000	06/24/19	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	19166000785	06/24/19	4,846.79	71135
						<u>23,190.48</u>	
Total For Check 71135							
Check 71136							
591-544.000-801.000	06/27/19	ADT SECURITY SERVICES	QUARTERLY ALARM MONITORING 401 HILL	06.13.2019	06/27/19	167.43	71136
						<u>167.43</u>	
Total For Check 71136							
Check 71137							
582-544.000-730.000	06/27/19	ALTEC, INC	REPAIRS TO 39-02 BOOM CYLINDER	50422159	06/27/19	7,990.60	71137
						<u>7,990.60</u>	
Total For Check 71137							
Check 71138							
582-544.000-726.800	06/27/19	AMERICAN COPPER AND BRASS, LLC	BULBS AND SUPPLIES	19INV025548	06/27/19	66.90	71138
582-544.000-726.800	06/27/19	AMERICAN COPPER AND BRASS, LLC	BULBS AND SUPPLIES	19INV025549	06/27/19	9.77	71138
591-545.000-930.000	06/27/19	AMERICAN COPPER AND BRASS, LLC	PLUMBING AND ELECTRICAL SUPPLIES	19INV025813	06/27/19	18.55	71138
						<u>95.22</u>	
Total For Check 71138							
Check 71139							
582-175.000-726.000	06/27/19	ARROW SWIFT PRINTING	REMINDER NOTICES - BLUE	149297	06/27/19	145.00	71139
590-175.000-726.000	06/27/19	ARROW SWIFT PRINTING	REMINDER NOTICES - BLUE	149297	06/27/19	72.50	71139
591-175.000-726.000	06/27/19	ARROW SWIFT PRINTING	REMINDER NOTICES - BLUE	149297	06/27/19	72.50	71139
						<u>290.00</u>	
Total For Check 71139							
Check 71140							

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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 71140							
582-175.000-925.000	06/27/19	AT&T	TELEPHONE SERVICE - PRI LINES	517437098606	06/27/19	193.73	71140
582-544.000-925.000	06/27/19	AT&T	TELEPHONE SERVICE - PP	517439120406/	06/27/19	183.00	71140
590-175.000-925.000	06/27/19	AT&T	TELEPHONE SERVICE - PRI LINES	517437098606	06/27/19	96.87	71140
591-175.000-925.000	06/27/19	AT&T	TELEPHONE SERVICE - PRI LINES	517437098606	06/27/19	96.86	71140
Total For Check 71140						570.46	
Check 71141							
582-544.000-930.000	06/27/19	BISBEE INFRARED	ANNUAL INSPECTION	22738	06/27/19	525.00	71141
Total For Check 71141						525.00	
Check 71142							
582-175.000-930.000	06/27/19	CINTAS CORPORATION	MATT'S	4024087394	06/27/19	20.00	71142
582-175.000-930.000	06/27/19	CINTAS CORPORATION	MATTS	4024573761	06/27/19	20.00	71142
590-175.000-930.000	06/27/19	CINTAS CORPORATION	MATT'S	4024087394	06/27/19	10.00	71142
590-175.000-930.000	06/27/19	CINTAS CORPORATION	MATTS	4024573761	06/27/19	10.00	71142
591-175.000-930.000	06/27/19	CINTAS CORPORATION	MATT'S	4024087394	06/27/19	10.00	71142
591-175.000-930.000	06/27/19	CINTAS CORPORATION	MATTS	4024573761	06/27/19	10.00	71142
Total For Check 71142						80.00	
Check 71143							
590-547.000-801.000	06/27/19	CINTAS CORPORATION	FIRST AID CABINET SERVICE WWTP	5014105715	06/27/19	59.33	71143
Total For Check 71143						59.33	
Check 71144							
582-000.000-040.000	06/26/19	CONALEW	UB refund for account: 024273	06/26/2019	06/27/19	44.00	71144
Total For Check 71144						44.00	
Check 71145							
582-175.000-726.000	06/27/19	CURRENT OFFICE SOLUTIONS	HIGHLIGHTERS & FOLDERS	627667-00	06/27/19	12.78	71145
582-175.000-726.000	06/27/19	CURRENT OFFICE SOLUTIONS	FILES	627523-00	06/27/19	15.81	71145
582-175.000-726.000	06/27/19	CURRENT OFFICE SOLUTIONS	STAMP - AMY	627509-00	06/27/19	10.50	71145
582-175.000-726.000	06/27/19	CURRENT OFFICE SOLUTIONS	CRTDG,SMPRT,LJ 9000 SRS	627619-00	06/27/19	168.50	71145
590-175.000-726.000	06/27/19	CURRENT OFFICE SOLUTIONS	HIGHLIGHTERS & FOLDERS	627667-00	06/27/19	6.39	71145
590-175.000-726.000	06/27/19	CURRENT OFFICE SOLUTIONS	FILES	627523-00	06/27/19	7.90	71145
590-175.000-726.000	06/27/19	CURRENT OFFICE SOLUTIONS	STAMP - AMY	627509-00	06/27/19	5.25	71145
590-175.000-726.000	06/27/19	CURRENT OFFICE SOLUTIONS	CRTDG,SMPRT,LJ 9000 SRS	627619-00	06/27/19	84.25	71145
591-175.000-726.000	06/27/19	CURRENT OFFICE SOLUTIONS	HIGHLIGHTERS & FOLDERS	627667-00	06/27/19	6.39	71145
591-175.000-726.000	06/27/19	CURRENT OFFICE SOLUTIONS	FILES	627523-00	06/27/19	7.90	71145
591-175.000-726.000	06/27/19	CURRENT OFFICE SOLUTIONS	STAMP - AMY	627509-00	06/27/19	5.24	71145
591-175.000-726.000	06/27/19	CURRENT OFFICE SOLUTIONS	CRTDG,SMPRT,LJ 9000 SRS	627619-00	06/27/19	84.24	71145
Total For Check 71145						415.15	
Check 71146							
582-000.000-040.000	06/18/19	DAVIS, AARON J	UB refund for account: 014463	06/18/2019	06/27/19	132.00	71146
Total For Check 71146						132.00	
Check 71147							
582-000.000-040.000	06/20/19	DICKERSON, BETHANY S	UB refund for account: 022983	06/20/2019	06/27/19	148.35	71147
Total For Check 71147						148.35	
Check 71148							
582-000.000-040.000	06/20/19	DONNOR, ZACHARY J	UB refund for account: 023286	06/20/2019	06/27/19	15.61	71148
590-000.000-040.000	06/20/19	DONNOR, ZACHARY J	UB refund for account: 023286	06/20/2019	06/27/19	3.72	71148
591-000.000-040.000	06/20/19	DONNOR, ZACHARY J	UB refund for account: 023286	06/20/2019	06/27/19	2.67	71148

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Invoice Age: Less Than 30 Days							
Check 71148							
Total For Check 71148						22.00	
Check 71149							
582-000.000-040.000	06/26/19	HAMMOND, CHAD R	UB refund for account: 026139	06/26/2019	06/27/19	31.18	71149
590-000.000-040.000	06/26/19	HAMMOND, CHAD R	UB refund for account: 026139	06/26/2019	06/27/19	16.06	71149
591-000.000-040.000	06/26/19	HAMMOND, CHAD R	UB refund for account: 026139	06/26/2019	06/27/19	13.76	71149
Total For Check 71149						61.00	
Check 71150							
582-000.000-040.000	06/18/19	HARDS, BRANDY M	UB refund for account: 030049	06/18/2019	06/27/19	53.63	71150
590-000.000-040.000	06/18/19	HARDS, BRANDY M	UB refund for account: 030049	06/18/2019	06/27/19	22.88	71150
591-000.000-040.000	06/18/19	HARDS, BRANDY M	UB refund for account: 030049	06/18/2019	06/27/19	17.49	71150
Total For Check 71150						94.00	
Check 71151							
590-547.000-727.500	06/27/19	HAVILAND PRODUCTS COMPNAY	CHLORINE GAS CYLINDER	321145	06/27/19	650.00	71151
Total For Check 71151						650.00	
Check 71152							
582-544.000-930.546	06/27/19	HEFFERNAN SOFT WATER SERVICE	WATER FOR BATTERY MAINT	114809	06/27/19	21.00	71152
590-547.000-726.900	06/27/19	HEFFERNAN SOFT WATER SERVICE	DITILLED WATER, SALT WWTP	114754	06/27/19	43.98	71152
Total For Check 71152						64.98	
Check 71153							
582-544.000-730.000	06/27/19	HOWARD T MORIARTY COMPANY INC	TRAFFIC CONES AND SIGNS	000345	06/27/19	2,817.50	71153
Total For Check 71153						2,817.50	
Check 71154							
582-175.000-801.000	06/27/19	JOHNSON CONTROLS SECURITY SOLU	SERVICE CALL FOR OFFICE PAD	32702885	06/27/19	182.00	71154
590-175.000-801.000	06/27/19	JOHNSON CONTROLS SECURITY SOLU	SERVICE CALL FOR OFFICE PAD	32702885	06/27/19	91.00	71154
591-175.000-801.000	06/27/19	JOHNSON CONTROLS SECURITY SOLU	SERVICE CALL FOR OFFICE PAD	32702885	06/27/19	91.00	71154
Total For Check 71154						364.00	
Check 71155							
582-000.000-040.000	06/20/19	LACEY JR, DONALD C	UB refund for account: 026860	06/20/2019	06/27/19	187.00	71155
Total For Check 71155						187.00	
Check 71156							
582-000.000-040.000	06/20/19	MARSHALL, WILLIAM	UB refund for account: 030088	06/20/2019	06/27/19	20.73	71156
590-000.000-040.000	06/20/19	MARSHALL, WILLIAM	UB refund for account: 030088	06/20/2019	06/27/19	9.86	71156
591-000.000-040.000	06/20/19	MARSHALL, WILLIAM	UB refund for account: 030088	06/20/2019	06/27/19	8.45	71156
Total For Check 71156						39.04	
Check 71157							
582-000.000-040.000	06/24/19	MATA, COURTNEY K	UB refund for account: 030209	06/24/2019	06/27/19	51.68	71157
Total For Check 71157						51.68	
Check 71158							
582-000.000-040.000	06/26/19	MCAULAY, BRANDI M	UB refund for account: 026034	06/26/2019	06/27/19	36.91	71158
Total For Check 71158						36.91	
Check 71159							
590-547.000-801.000	06/27/19	MERIT LABORATORIES	BEF COMP TESTING, GRIT RECERT, MONT.	03226	06/27/19	286.50	71159
590-547.000-801.000	06/27/19	MERIT LABORATORIES	BEF COMP TESTING, GRIT RECERT, MONT.	02849	06/27/19	286.50	71159

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Invoice Age: Less Than 30 Days							
Check 71168							
						37,035.01	
Total For Check 71168							
Check 71169							
582-000.000-158.000-19	06/27/19	SSOE	SERVICES RENDERED 2-10 THRU 3-09	018-00710-00	06/27/19	19,353.25	71169
582-000.000-158.000-19	06/27/19	SSOE	SERVICES RENDERED VOLTAGE UP	1913564	06/27/19	2,442.00	71169
Total For Check 71169						21,795.25	
Check 71170							
582-175.000-801.000	06/27/19	SWANK MOTION PICTURE, INC.	JUNE 2019 MOVIE IN THE PARK	2685204	06/27/19	231.50	71170
590-175.000-801.000	06/27/19	SWANK MOTION PICTURE, INC.	JUNE 2019 MOVIE IN THE PARK	2685204	06/27/19	115.75	71170
591-175.000-801.000	06/27/19	SWANK MOTION PICTURE, INC.	JUNE 2019 MOVIE IN THE PARK	2685204	06/27/19	115.75	71170
Total For Check 71170						463.00	
Check 71171							
582-000.000-040.000	06/26/19	THOMAS, DIANA	UB refund for account: 014668	06/26/2019	06/27/19	1,281.00	71171
Total For Check 71171						1,281.00	
Check 71172							
582-000.000-158.000-19	06/27/19	UIS PROGRAMMABLE SERVICES	UIS MONTHLY SERVICE FEEDER 12	530357248	06/27/19	1,144.00	71172
Total For Check 71172						1,144.00	
Check 71173							
590-547.000-930.000	06/27/19	USABLUEBOOK	JC-11W PUMP 1HP 115V SIPPER PUMP W	930033	06/27/19	1,020.57	71173
Total For Check 71173						1,020.57	
Check 71174							
582-000.000-040.000	06/26/19	WATSON, DAVID A	UB refund for account: 015648	06/26/2019	06/27/19	43.66	71174
Total For Check 71174						43.66	
Check 71175							
582-000.000-040.000	06/26/19	WHEELLOCK, MARGARET C	UB refund for account: 020938	06/26/2019	06/27/19	91.00	71175
Total For Check 71175						91.00	
Check 71176							
582-175.000-801.000	06/27/19	BRIDGESTONE AMERICAS, INC	MONTHLY PROCESSING	612024	06/27/19	1,283.52	71176
590-175.000-801.000	06/27/19	BRIDGESTONE AMERICAS, INC	MONTHLY PROCESSING	612024	06/27/19	641.76	71176
591-175.000-801.000	06/27/19	BRIDGESTONE AMERICAS, INC	MONTHLY PROCESSING	612024	06/27/19	641.76	71176
Total For Check 71176						2,567.04	
Check 71177							
582-000.000-040.000	06/27/19	RUSH, SANDRA M	UB refund for account: 034991	06/27/2019	06/27/19	5.00	71177
Total For Check 71177						5.00	
Check 71178							
582-000.000-084.401	06/28/19	CITY OF HILLSDALE	LOAN PROCEEDS	06.28.2019	06/28/19	500,000.00	71178
Total For Check 71178						500,000.00	
Total For Age Less Than 30 Days						632,483.20	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
 EXP CHECK RUN DATES 06/14/2019 - 06/28/2019
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: BPUAP

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund Totals:			Fund 582 ELECTRIC FUND			564,593.86	
			Fund 590 SEWER FUND			13,351.43	
			Fund 591 WATER FUND			54,537.91	
				Total For All Funds:		632,483.20	
--- TOTALS BY GL DISTRIBUTION ---							
		582-000.000-040.000	ACCOUNTS RECEIVABLE			2,297.75	
		582-000.000-084.401	DUE FROM CAPITAL IMPROV. FUND			500,000.00	
		582-000.000-123.000	PREPAID EXPENSES			13,682.72	
		582-000.000-158.000-19	CONSTRUCTION WORK IN PROGRESS			1,144.00	
		582-000.000-158.000-19	CONSTRUCTION WORK IN PROGRESS			22,192.87	
		582-175.000-726.000	SUPPLIES			352.59	
		582-175.000-726.200	OFFICE SUPPLIES			13.00	
		582-175.000-801.000	CONTRACTUAL SERVICES			1,697.02	
		582-175.000-861.000	TRAINING & SEMINARS			110.65	
		582-175.000-925.000	TELEPHONE			193.73	
		582-175.000-930.000	REPAIRS & MAINTENANCE			133.00	
		582-543.000-740.300	NATURAL GAS - ENGINE #5			612.14	
		582-543.000-740.400	NATURAL GAS - ENGINE #6			575.04	
		582-543.000-742.000	CLOTHING / UNIFORMS			624.12	
		582-543.000-920.400	UTILITIES - GAS			667.78	
		582-543.000-930.000	REPAIRS & MAINTENANCE			376.57	
		582-544.000-726.800	SUPPLIES - OPERATIONS			76.67	
		582-544.000-730.000	VEH./EQUIP. MAINT. SUPPLIES			10,823.36	
		582-544.000-742.000	CLOTHING / UNIFORMS			8,291.85	
		582-544.000-925.000	TELEPHONE			183.00	
		582-544.000-930.000	REPAIRS & MAINTENANCE			525.00	
		582-544.000-930.546	REPAIRS & MAINANCE - SUBSTATIONS			21.00	
		590-000.000-040.000	ACCOUNTS RECEIVABLE			52.52	
		590-000.000-123.000	PREPAID EXPENSES			6,771.80	
		590-175.000-726.000	SUPPLIES			176.29	
		590-175.000-726.200	OFFICE SUPPLIES			6.50	
		590-175.000-801.000	CONTRACTUAL SERVICES			848.51	
		590-175.000-925.000	TELEPHONE			96.87	
		590-175.000-930.000	REPAIRS & MAINTENANCE			26.00	
		590-546.000-742.000	CLOTHING / UNIFORMS			1,814.30	
		590-547.000-726.900	SUPPLIES - LABORATORY			43.98	
		590-547.000-727.500	SUPPLIES - CHLORINE			650.00	
		590-547.000-801.000	CONTRACTUAL SERVICES			1,848.08	
		590-547.000-930.000	REPAIRS & MAINTENANCE			1,016.58	
		591-000.000-040.000	ACCOUNTS RECEIVABLE			42.37	
		591-000.000-110.000	INVENTORY			8,061.49	
		591-000.000-123.000	PREPAID EXPENSES			5,245.63	
		591-175.000-726.000	SUPPLIES			176.27	
		591-175.000-726.200	OFFICE SUPPLIES			6.50	
		591-175.000-801.000	CONTRACTUAL SERVICES			2,183.51	
		591-175.000-925.000	TELEPHONE			96.86	
		591-175.000-930.000	REPAIRS & MAINTENANCE			26.00	
		591-543.000-861.000	TRAINING & SEMINARS			66.24	
		591-544.000-742.000	CLOTHING / UNIFORMS			1,775.10	
		591-544.000-801.000	CONTRACTUAL SERVICES			167.43	
		591-544.000-930.000	REPAIRS & MAINTENANCE			895.64	
		591-544.000-930.000-18	REPAIRS & MAINTENANCE			35,776.32	
		591-545.000-930.000	REPAIRS & MAINTENANCE			18.55	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
EXP CHECK RUN DATES 06/14/2019 - 06/27/2019
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: BD OP

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 1085							
590-000.000-158.000	06/27/19	FLEIS & VANDENBRINK	WASTEWATER BIDDING & CONSTRUCTION S: 52557		06/27/19	7,904.13	1085
			Total For Check 1085			<u>7,904.13</u>	
			Total For Age Less Than 30 Days			<u><u>7,904.13</u></u>	

06/27/2019 02:58 PM
User: gkeasal
DB: Hillsdale

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
EXP CHECK RUN DATES 06/14/2019 - 06/27/2019
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: BD OP

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
			Fund Totals:				
			Fund 590 SEWER FUND			7,904.13	
			Total For All Funds:			<u>7,904.13</u>	
---	TOTALS BY GL DISTRIBUTION	---					
		590-000.000-158.000	CONSTRUCTION WORK IN PROGRESS			7,904.13	

CITY COUNCIL MINUTES

City of Hillsdale
Council Chambers
July 1, 2019
7:00 P.M.

Regular Meeting

Call to Order and Pledge of Allegiance

Mayor Adam Stockford opened the meeting with the Pledge of Allegiance.

Roll Call

Mayor Adam Stockford called the meeting to order.

Council Members present: Adam Stockford, Mayor
R. Gregory Stuchell, Ward 1
William Morrissey, Ward 2
Bruce Sharp, Ward 3
Raymond Briner, Ward 4

Council Members absent: Matthew Bell, Ward 4
William Zeiser, Ward 3

Motion to excuse Council Member Zeiser by Council Member Morrissey, seconded by Council Member Briner.

By a voice vote, the motion passed unanimously.

Also present were: Attorney Jack Lovinger, Katy Price (City Clerk), Jake Hammel (DPS), Chris McArthur (BPU Director), Scott Hephner (Chief of Police/Fire), Peter Merritt (City Treasurer), Sam Fry (HDN), Doug Sanford (9-1-1) Penny Swan, Dennis Wainscott and Mike Prince.

Approval of Agenda

Motioned to approve the agenda by Council Member Morrissey, seconded by Council Member Sharp.

Roll call: Adam Stockford, Mayor
R. Gregory Stuchell, Ward 1
William Morrissey, Ward 2
Bruce Sharp, Ward 3
Raymond Briner, Ward 4

Motion passed 5-0.

Public Comment

No comments

Consent Agenda

- A. A. Approval of Bills
 - 1. City Claims of June 13, 2019, 2019: \$434,289.92
 - 2. BPU Claims of June 13, 2019: \$229,895.29
 - 3. Payroll of June 27, 2019: \$171,875.18
- B. City Council Minutes of June 17, 2019 Regular Meeting
- C. EDC Minutes of April 18, 2019
- D. PC Minutes of May 21, 2019

- E. Library Minutes of June 13, 2019
- F. May 2019 Financial Reports

Council Member Morrissey, seconded by Mayor Stockford, moved to approve the Consent Agenda.

Roll call:

- Adam Stockford, Mayor
- R. Gregory Stuchell, Ward 1
- William Morrissey, Ward 2
- Bruce Sharp, Ward 3
- Raymond Briner, Ward 4

Motion passed 5-0.

Communications/Petitions

- A. 911 Millage – Doug Sanford
- B. All American Celebration Flyer
- C. Tuesdays in the Park Summer Concert Series Flyer
- D. MSCPA Notice of Cancellation
- E. Comcast Letters

Mr. Sanford presented 9-1-1 services offered and gave a brief overview of the millage for the upcoming August election.

The items of communications were received for informational purposes only.

Introduction and Adoption of Ordinances/Public Hearings

Unfinished Business

- A. I.C.E. Grant – Verbal Update

Jake Hammel, DPS director updated council on project. Base course is down on Spring street and north end of Rippon avenue as well as the intersection of Bacon street. Contractor has installed concrete slab over culvert and 200ft sidewalk on streets have also been accomplished along with 1400ft of edge drain from Westwood street to Bacon street.

- B. Hallett Street – Verbal Update

Jake Hammel, DPS director gave update on the project. The contractor has done a great job the plumbing, base and top course completed, driveways done and concrete and asphalt is completed. Estimated project end date July 5, 2019.

Old Business

No old business

New Business

- A. MDOT Contract TDEF Category B Program

DPS Director Hammel reviewed the contract and proposed resolution.

Council Member Sharp, seconded by Council Member Briner to approve MDOT Contract # 2019-5362 and resolution. **Resolution 3384.**

Roll call:

- Adam Stockford, Mayor
- R. Gregory Stuchell, Ward 1
- William Morrissey, Ward 2
- Bruce Sharp, Ward 3

Raymond Briner, Ward 4

Motion passed 5-0.

B. TDEF Category B Program Contractor Recommendation

DPS Director Hammel reviewed the contractor proposal and recommendation.

Council Member Sharp, seconded by Council Member Morrissey to approve the low bidder Excel Paving Plus in the amount of \$215,401.00.

Roll call:

Adam Stockford, Mayor
R. Gregory Stuchell, Ward 1
William Morrissey, Ward 2
Bruce Sharp, Ward 3
Raymond Briner, Ward 4

Motion passed 5-0.

Council Member Morrissey, seconded by Council Member Sharp to award the chip seal contract to Highway Maintenance & Construction in the amount of \$305,370.00

Roll call:

Adam Stockford, Mayor
R. Gregory Stuchell, Ward 1
William Morrissey, Ward 2
Bruce Sharp, Ward 3
Raymond Briner, Ward 4

Motion passed 5-0.

C. Resolution to Revoke IFT Certificate Number 2014-256, issued to Metallist, Inc.

Council Member Stockford, seconded by Mayor Stockford to approve the resolution revoking the IFT Certificate Number 2014-256. **Resolution 3385.**

Roll call:

Adam Stockford, Mayor
R. Gregory Stuchell, Ward 1
William Morrissey, Ward 2
Bruce Sharp, Ward 3
Raymond Briner, Ward 4

Motion passed 4-1.

Miscellaneous Reports

Re-appointment of Amanda Janes to the EDC Board

Council Member Morrissey, seconded by Council Member Stuchell to reappointment Amanda Janes to the EDC Board.

By a voice vote, the motion passed unanimously.

General Public Comment

No comments

City Manager's Report

No report

Council Comments

Mayor Stockford discussed the MSCPA meeting on Monday, June 24, 2019.

Council Member Stuchell spoke on the butterfly broken from the bear statues and thanked White's Welding for fixing it.

Council Member Sharp expressed his displeasure about the backboards on the basketball hoops at Sand Beach that were vandalized recently.

Adjournment

Council Member Morrissey, seconded by Council Member Sharp moved to adjourn the meeting. By a voice vote, the motion passed unanimously.

The meeting adjourned at 8:04 p.m.

Adam L. Stockford, Mayor

Katy Price, City Clerk



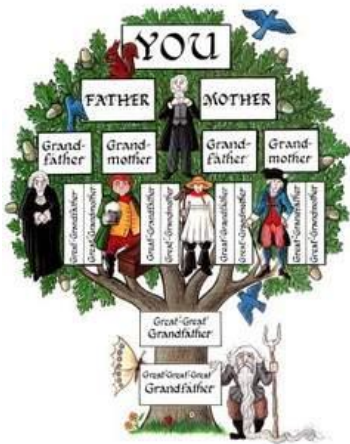
Mitchell Research Center Newsletter

<http://www.mitchellresearchcenter.org/>

40th Anniversary Mitchell Research Center 1979-2019

Memories 1989 - 1999

The main goal of the Louise Hawkes Historical Room Committee was to supply researchers with as much information about Hillsdale County Michigan as possible including:



- Histories
- Cemetery Records
- Vital Statistics
- Atlases
- Plat Maps
- Census Indexes 1830-1920 at the time
- Biographies
- Genealogies
- Obituaries and
- Miscellaneous in Family section.

Also included documents on the City, County and State. City and County Directories, High School and college yearbooks and histories. DAR records, Pioneer Society records, Soldiers of Civil War who served in Michigan Units.

Helping patrons requesting genealogical and historical research and assist those using the Historical Room was a goal of all volunteers.

The volunteers helped with book sales to raise funds to purchase needed supplies. June 26, 1989, the Sidewalk Sales Book Sale netted \$138.00. Books were collected by members of Unit 53 Hillsdale American Legion Auxiliary and presented to the Friends of the Mitchell Public Library. Spring and Summer book sales helped with the purchase of work supplies, microfilms, microfilm readers, books, chairs and more.

Microfilming of the Hillsdale Daily News, 1909 to 1962 was done at Lansing's State Microfilm Laboratory and financed by a grant from the Simpson Foundation.

Submitted by: Barbara Dunifon



22 N. Manning Street
Hillsdale, MI 49242
T: 517-437-6488
10AM to 4PM
Monday thru Friday

**Spring/Summer hours begin April 5th,
when we will be open Monday thru Friday.**



Old, Old Glory — Richard A. Long, far right, dropped by the Mitchell Public Library Wednesday morning to show members of the Friends of Mitchell Public Library the 13-star flag whose origins they had helped Long research. Left to right, Friends members are Edith Ash, Jane Verdon, Lucile Gambill and Charlotte Bengie. In the back row are Robert Keefer, member of the Hillsdale Historical Society Board, and Milt Ferguson. (Photo by Kelli Wilson) *H DN 9/15/1988*



Dorothy Wolf, Paul & Toni Keck,
Book Sales.

THE FRIENDS OF MITCHELL PUBLIC LIBRARY

1994

CELEBRATE FIFTEEN YEARS OF SERVICE !

Helped with the Centennial Celebration (1979)
Prepared The Hillsdale Daily News for micro-filming
Assisted staff between directors at request of
the Library Board

Conduct book sales twice a year and have a
continuous cart sale

Do requested genealogical and historical research
and assist those using Historical Room

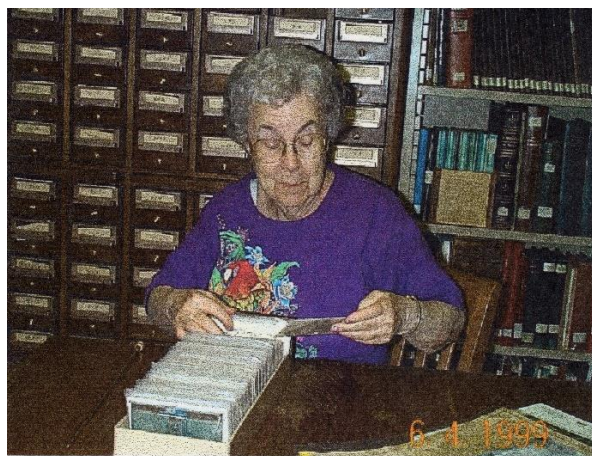
Purchase Library and work supplies: microfilms,
microfilm readers, books, chairs, MORE.

Collect and/or prepare source research items to
place in the Louise Hawkes Historical Room:
Index local county histories
Compile and index county cemetery records
Collect copies of the writings and research
of Vivian Lyon Moore

Organized as a Michigan nonprofit corporation which
has received a 501(c)(3) IRS exemption.

This picture was taken in the genealogy research room by Sue Hart with her digital camera. Shows Dalice Benge in the Louise Hawkes Historical Room working on the obituary index. July 1999

T. Blech, L. Gallup, D. Morse, K. MacKenzie, S. Buchhop, J. Palmer



The Cook Home on Manning Street

By Carol Lackey



John Potter Cook first came to the Jonesville area from New York state with his friend Chauncey Washington Ferris, initially setting up a store in that area. Barely out of their teens, they began looking for a spot on which to build a grist mill. Through the dense woods to the south, they found a perfect spot, in a picturesque area which eventually became known as Hillsdale. The early records being sketchy at best, indications are they may have built their Mill before they even owned the property on which it set! Eventually, after a few subsequent owners, this Mill became Stock's Mill.

Not satisfied with just a single project, the duo ventured in multiple directions, including platting the first (original) plat of the Village – later the City - of Hillsdale, bringing the Southern Michigan Railroad into the County, establishing banks and partnering in a number of local businesses. Cook became Hillsdale's first postmaster as well as a state representative then Senator. Although his accomplishments seemed endless, his family fondly remembered him as the "Designated Wrestler" of the Village of Hillsdale. A brawny, muscular man, John was known to fight any newcomer who came to the area! He was later instrumental in bringing the College from Spring Arbor to Hillsdale, serving on its Board of Trustees for 24 years.

Chauncey Ferris became the Hillsdale County Register of Deeds and built a brick home on North Street, just west of the Cook home. This home remains to this day.

The Cook home pictured above, was said to be the first dwelling on the west side of the river in 1839, on the southwest corner of Manning and North Streets. The many children of Cook and Ferris, related due to the marriages to sisters, made the neighborhood a lively one! Mr. Cook sold this house to Ezra Koon, an attorney and prominent Hillsdale citizen in 1866, when Cook bought the elegant Wheaton home being built on Hillsdale Street. It was said that from the cupola of that home – since removed – the 18th Michigan Infantry could be observed in the 1860s, training for battle on the Lewis Emery property just east of town.



To this day, Ezra Koon is probably best remembered for the beautiful monument in his memory at Oak Grove Cemetery. Koon entered into the study of law with C.J. Dickerson in Hillsdale prior to the Civil War. He also served as Hillsdale's mayor, was on the Board of Trustees of Hillsdale College and a member of the Board of Education. Koon was described as a man of broad and liberal ideas, ranking at the top of his profession. As a rule, little is mentioned about Koon's daughter Edith, who grew up in the home and was 16 years old when her father died there in 1886. She went on to marry the assistant Secretary of State, Wilbur J. Carr. In February of 1948, it was announced Edith Koon Carr was donating toward the building of the Wilbur J. Carr Memorial Library on the Hillsdale College Campus. Donating to Hillsdale College had become a tradition with the Koon family, with father Ezra doing so in his will. In 1965, when Edith died the night before Commencement, it became known that she had bequeathed the largest donation to



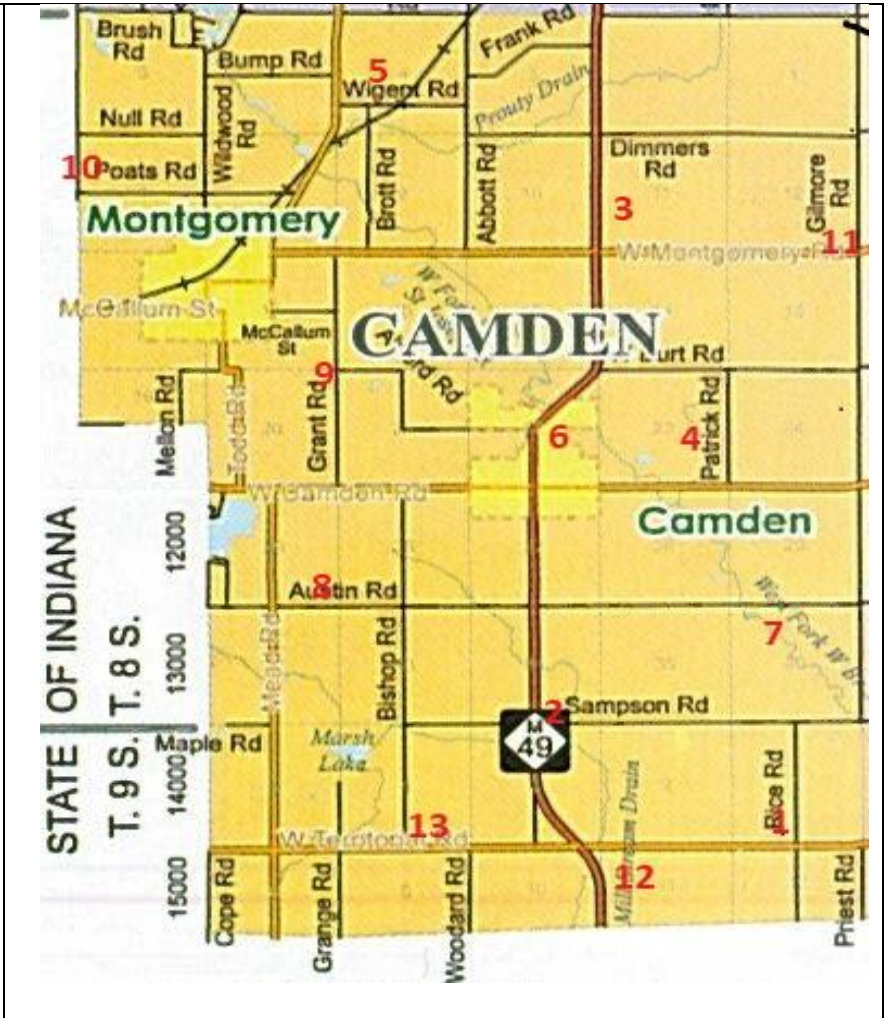
date - that of \$2.5 million - to the school.

Ten years later, the house was sold to downtown jeweler, Charles L. Albaugh, although nothing can be found to indicate that Albaugh ever lived in the house.

The Charles F. Stewart family was the last to own the home at Manning and North. Mr. Stewart was a local banker who was stricken in the yard of the home and died there. His son, Donald "Sporty" Stewart, who just happened to coach the men's track team at Hillsdale College in the 1920s, tore down the house in the 1950s and "leased" the property to the City for parking. Today the lot is owned by the Elks Club.

Camden Township, Hillsdale County, Michigan One Room Schools

1. **Beaver School** – N. W. corner of Rice and Territorial Rd.
2. **Bradley School** – N. Side of Samson Rd. ¼ mile E. of Edon Rd.
3. **Brown School** – E. Side of Edon Rd. ½ mi N. of Montgomery Rd.
4. **Brush Road School** – On W. side of Patrick Rd. ½ mi. N. of Camden Rd.
5. **Burg School** – N. side of Wigent Rd. opposite N. end of Brott Rd.
6. **Camden High School** – In north part of village.
7. **Clark School** – S. side of Austin Rd. ¾ mi W. of Gilmore Rd. (E. of the 3rd Creek)
8. **Gray School** – On N. side of Austin Rd. 1/3 mi E. of Mead Rd.
9. **Hagaman School** – On the W. side of Grant Rd. opposite west end of Alvord Rd.
10. **Holcomb School** – E. side of Kelly Rd. ¼ mi N. of Poats Rd.
11. **Luke School** – N.W. corner of Gilmore and Montgomery Rds.
12. **Musser School** – ½ mile east and 1 ½ miles south of South Camden (49 and Territorial Rd.)
13. **Pound School** – N.E. corner of Bishop and Territorial Rds.



ZOOM in to read or look at picture on website.



Report of Examinations for Year _____ Term 1922-23
Submitted 27th of 12 By Edna A. Clark Dist. No. 2 Twp. of Camden.

To be filled out by duplicate not later than ten days following the second day of the examination, one copy to be retained in the office of the county superintendent of schools, the second to be retained by the teacher and to be placed in her files for the use of her successor.

NAME OF PUPIL	AGE	SEX	GRADE	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	
												RECORDED	RECORDED
Barnard, William	1	M	1	99	100	100	100	100	100	100	100	100	100
Barnard, William	2	M	2	99	100	100	100	100	100	100	100	100	100
Barnard, William	3	M	3	99	100	100	100	100	100	100	100	100	100
Barnard, William	4	M	4	99	100	100	100	100	100	100	100	100	100
Barnard, William	5	M	5	99	100	100	100	100	100	100	100	100	100
Barnard, William	6	M	6	99	100	100	100	100	100	100	100	100	100
Barnard, William	7	M	7	99	100	100	100	100	100	100	100	100	100
Barnard, William	8	M	8	99	100	100	100	100	100	100	100	100	100
Barnard, William	9	M	9	99	100	100	100	100	100	100	100	100	100
Barnard, William	10	M	10	99	100	100	100	100	100	100	100	100	100
Barnard, William	11	M	11	99	100	100	100	100	100	100	100	100	100
Barnard, William	12	M	12	99	100	100	100	100	100	100	100	100	100
Barnard, William	13	M	13	99	100	100	100	100	100	100	100	100	100
Barnard, William	14	M	14	99	100	100	100	100	100	100	100	100	100
Barnard, William	15	M	15	99	100	100	100	100	100	100	100	100	100
Barnard, William	16	M	16	99	100	100	100	100	100	100	100	100	100
Barnard, William	17	M	17	99	100	100	100	100	100	100	100	100	100
Barnard, William	18	M	18	99	100	100	100	100	100	100	100	100	100
Barnard, William	19	M	19	99	100	100	100	100	100	100	100	100	100
Barnard, William	20	M	20	99	100	100	100	100	100	100	100	100	100
Barnard, William	21	M	21	99	100	100	100	100	100	100	100	100	100
Barnard, William	22	M	22	99	100	100	100	100	100	100	100	100	100
Barnard, William	23	M	23	99	100	100	100	100	100	100	100	100	100
Barnard, William	24	M	24	99	100	100	100	100	100	100	100	100	100
Barnard, William	25	M	25	99	100	100	100	100	100	100	100	100	100
Barnard, William	26	M	26	99	100	100	100	100	100	100	100	100	100
Barnard, William	27	M	27	99	100	100	100	100	100	100	100	100	100
Barnard, William	28	M	28	99	100	100	100	100	100	100	100	100	100
Barnard, William	29	M	29	99	100	100	100	100	100	100	100	100	100
Barnard, William	30	M	30	99	100	100	100	100	100	100	100	100	100

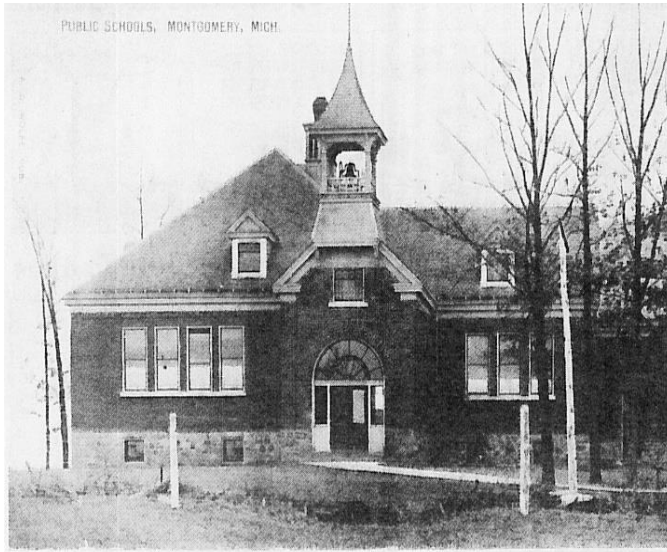
What date did school open? Aug 28, 1922

What has been the condition here you have not been away

In what way do you overcome these difficulties and what did you see while "going" for or in place of these terms?

Burg School Class of 1924

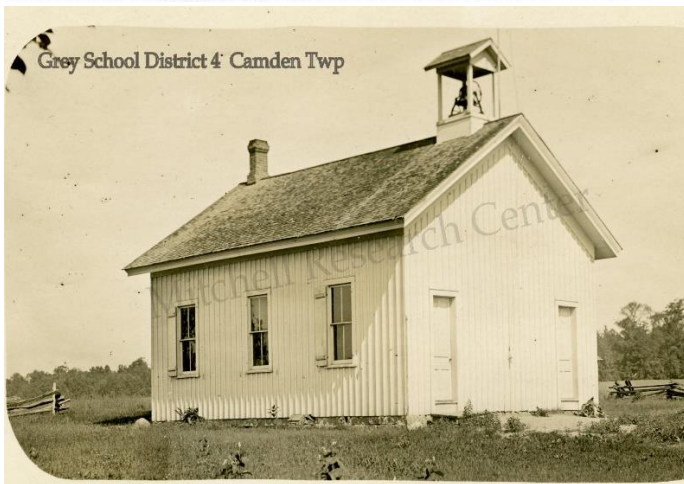
NOTE: If you would like to see more pictures and documents of one room schoolhouses or other historic buildings please drop by the Mitchell Research Center or see the gallery on the web page.



Way back when — Edward Calvin, of 311 First St., Reading, graduated from this Montgomery School several years ago. The postcard is postmarked July 23, 1909. The school was built in 1909.



Class from yesterday — It's 1927. This class of Holcomb School District No. 5 and a Fraction (the grade school was located 2 1/2 miles north and west of Montgomery but is no longer standing) seems collected enough. In the front row, from left to right, are Kenneth Firestone, Ike Delano, Roland Walwerth, Raymond Walwerth, Carson Brown, Dean Firestone, Melvin Brown, and Donald Delano. In the second row are Mildred Walwerth, Leona Delano, Esther Null, Pauline Musser, Vivian Musser, and Elizabeth Musser. In the back row are Letha Hreck (Bell), the teacher, plus Margaret Reynolds, Dorothy Firestone, Wilson Houtz, Wilda Houtz, and Glenn Hart. Wilson E. Houtz provided the photograph.



A Camden School class in 1944. Front row (from left): Paul Munger, Ralph Wilcox, Ellen Munger, Sondra Mull, unknown, unknown, Janet Higley, unknown, unknown; Middle row: unknown, unknown, unknown, Janet Aller, Yvonne Kope, Patsy Robertson, unknown, unknown, Verla Strouse, John Barrett, Calvin Linebrink; back row: Lyle Clevenger, unknown, Jimmy Wisman, unknown, Abbott boy, unknown, unknown, Rex McKibbin, Dick Robison, Charles Carpenter, Dick Agnew, John Alward.



Meet the Volunteer – Evelyn Jacob



Evelyn began working as a volunteer at the Mitchell Research Center (MRC) in 2006. She was Vice President from 2008 to 2011 and President from 2012 to 2017.

She worked at various places in Toledo as a secretary for many years, at Toledo Trust to Key Bank for 20 years. Also, five years at HCR at Manorcare doing data entry.

Evelyn grew up in Jefferson Township, went to Pittsford School, graduating in 1956. She is divorced has two children (a girl and a boy), 5 grandchildren (3 girls and 2 boys).

Her favorite task to work on is typing the 1930 & 1940 Hillsdale County Census. She likes to look at the early land maps of Hillsdale County and seeing where relatives and extended family lived.

Evelyn has done a lot of personal genealogy with the help of material at the MRC. She found her great-grandfather's will and her great-grandmother's obituary in the family files. She had her DNA done on Ancestry and found out that it confirmed her family history.

Message from the President

Hello:

MRC is back to the summer hours: 5 days a week Monday – Friday 10-4. Summer is the time for travel and reunions. It's nice to meet our new visitors and help them with their research as well as our friends who come back year after year. Let us know if we can help you find some information about your family's past.

We were happy to host four 5th grade classes from Davis Middle School who toured the Mitchell Research Center in April. JoAnne Miller was the tour guide and gave them interesting facts about the county, city and the MRC. The classes were from Mr. Marvin, Mr. Traxler, Mrs. Crall and Mrs. Vincent.

Have a good summer!
Linda Sutton



Celebrating Flag Day June 14 and Independence Day July 4.

HELP NEEDED: Volunteers to meet and greet patrons, help them with research, scan and enter data of documents. Computer and typing skills needed. Please contact the Mitchell Research Center for more information.

INFORMATION

MRC 2019 QUARTERLY STATS

January – March 2019
Volunteer Hours - 1327 hrs.
Total Visitors – 106

WEBSITE QUARTERLY STATS

January - March 2019
Visitors – 377
#Pages Viewed - 720
Popular - School Yearbooks, Family Names, Cemeteries

New on the Shelf

- Sutton and March Family history and picture
- Centennial History of Grant Co., In.
- Hillsdale Hornets Trading Cards (2007)
- Mosherville School pic ca 1904
- History of Ransom Twp.
- North Adams Advocate 1951-53 (87 papers)

New Member

Tim Brown – Sustaining
Rod & Gail Ziegel – Lifetime

BECOME A MEMBER OF MRC:

Go to the MRC website

**<http://www.mitchellresearchcenter.org/>
- complete the online form under the VISIT US Tab, Membership Form.**

The March 2019 Mitchell Research Center Newsletter is now available on the website: Newsletter tab.

The newsletter will not be distributed in paper form; however, paper copies are available at the MRC. Please let us know if you have a problem finding or opening the website.

Regards,
Communications Committee
Mitchell Research Center

June 24, 2019

Mr. David Mackie, City Manager
Hillsdale City Hall
97 North Broad Street
Hillsdale, MI 49242

Dear Mr. Mackie:

I have lived in Hillsdale pretty much all my life, and my husband has been here for over 50 years. Both of us have worked and raised our children in this community. We have always taken pride in our community.

We usually walk 3 or 4 miles everyday and have done this for many years. Over the past few years we have noticed how much Hillsdale has deteriorated including the street that we live on. Granted the streets all need repair, but I am more concerned about the way neighbors and people in our community are taking care of their homes and property. The lack of care and enforcement is definitely a concern.

Do we not have ordinances and rules and regulations about all of this? Why are we not enforcing these laws? People do not get permits to do repairs to their homes. They park their cars on their lawns with trash everywhere. They do not take care of their yards or even mow their lawns. We have literally had to cover our mouths walking by some of the housing in this community, because it smells so bad. Shouldn't this be addressed? My husband and I take pride in our home, our yard and our community. What is happening here?

Whenever you read something about the City of Hillsdale, it's always about not enough money for this or that. Cutbacks etc. etc. If people were penalized for the above things that I have mentioned, our City might have a few extra dollars to repair and keep Hillsdale beautiful.

This is very concerning to me, and I would like to hear from someone regarding this letter.

Sincerely,



Pat March
118 Williams Ct.
Hillsdale, MI 49242 517-437-3271 or 517-282-4440 cell phone

CC: Mayor Adam Stockford
Mr. Greg Stuchell, Council Member 1st Ward



IVAN BOYNTON MUNICIPAL OFFICES VILLAGE OF UNION CITY

101 S. Broadway St, Union City, MI 49094 ~ Tel.- 517-741-8591 Fax-517-741-3050

July 8th, 2019

Mayor Adam Stockford
City of Hillsdale
97 N Broad St
Hillsdale, MI 49242

Mayor Stockford and Hillsdale City Council Members:

Over the past year and a half, our two entities have been fighting the abuses we have seen that has been going on at the Michigan South Central Power Agency. These abuses include:

- Buying alcohol with Agency funds
- Conducting important business out of State, to “get away” from the press and public.
- Open meetings act violations
- Attempts to buy a \$1.6 million building from the City of Coldwater. A building valued less than half of that.
- The General Manager’s role in accepting a high bid and having a relative employed by the bidder within days of accepting.
- A ballooning general manager contract that could see him get paid \$500k his final year, all the while the Agency shrinks and has crumbled under his leadership.

We have seen conduct over the past year that is a shocking abuse of our ratepayer’s money and trust. We are appalled that other long-term board members of the MSCPA have opted to instead give raises to the GM and bury these issues.

City Manager David Mackie and BPU Director Chris McArthur have been instrumental in calling attention to these abuses and fighting against them. We are all aware of the immense time and effort put in by your employees, and are appreciative of that. This has not been an easy journey and we have met with much resistance against a well-established “old guard”.

Hillsdale’s elected officials and its citizens have also been very actively involved in this issue, with many coming to the last MSCPA meeting and speaking up against these abuses.

The Village of Union City is a small fraction of the MSCPA, and without the support of Hillsdale, and the work by Mr. Mackie and Mr. McArthur, we would be in a much, much more difficult situation.

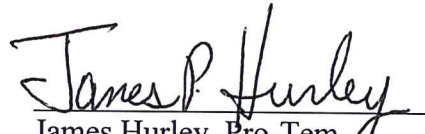
All of us have been very impressed by your city's leadership and integrity. We value integrity very highly, and it is clear that your city does as well. We could not ask for a better ally as we pursue an Agency for our electric utility that our ratepayers and us can be proud to belong to.


We formally have adopted this letter in an open meeting on July 8th to extend our sincere thanks to you, your board and your employees.

Sincerely,

The Village of Union City Council


William Avery, Village President

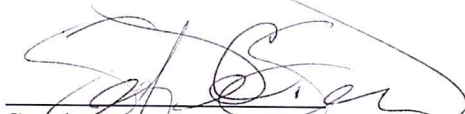

James Hurley, Pro-Tem



Ralph Gottschalk, Trustee


Jill McCombs, Trustee


Lori Miller, Trustee


LeAndra Otis, Trustee


Stephen Searls, Trustee


Chris Mathis, Village Manager

City of Hillsdale

Agenda Item Summary

Meeting Date: July 15, 2019

Agenda Item: Communications and Petitions

Subject: Community Choice Credit Union, Community Events

Background:

The Community Choice Credit Unions' Hillsdale Member Center will be hosting two community events located at 412 W. Carleton Rd. Hillsdale MI.

On July 26 they are hosting a Community Shred Day and Canned Food Collection.

On August 8 they are hosting a Family Day and Backpack Give Away.

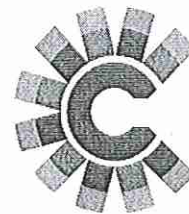
The Hillsdale City Police and Fire Departments are planning to participate in the Family Day event on August 8, 2019. Please see attached letter.

Recommendation:

It is the recommendation of Staff that we support the Community Choice Credit Unions' community events.

Scott A. Hephner

Chief of Police / Fire Chief



June 6, 2019

Scott A. Hephner, Chief of Police
97 N. Broad St.
Hillsdale, MI 49242

Dear Mr. Hephner:

Community Choice Credit Union supports the credit union philosophy of "people helping people" and demonstrates this with our own "Give Big" initiatives. We recognize the importance of giving back to the communities we serve and who support us, and do this in a number of different ways.

To show our appreciation of the Hillsdale community, our Hillsdale Member Center, located at 412 W. Carleton Road will be hosting two community events this summer.

Community Shred-Day and Canned Food Collection, July 26, 2019

From 10:00 a.m. – 1:00 p.m. community residents may dispose of papers with the donation of one canned good per box of materials. All canned goods collected at the event will be distributed among the four local food pantries.

This is an opportunity for community residents to safely dispose of documents that contain sensitive information. As identity theft continues to increase, this is one way we can provide peace of mind for our neighbors in Hillsdale.

Family Day and Backpack Give Away, August 8, 2019

From 2:30 p.m. – 6:00 p.m., we will giveaway backpacks filled with school supplies to the first 250 children in attendance. We will offer free face painting and food, and have games for families.

Our goal is to ensure students are prepared to start the school year, and hope to alleviate the financial burden of back to school shopping for parents.

We hope you see the value of each of these events and how they support the community of Hillsdale. You and your teams are welcome to stop by and say hello, we look forward to seeing you!

Sincerely,

Debra Fasick
Hillsdale Member Center Manager
Community Choice Credit Union
877.243.2528 ext. 4951

City of Hillsdale

Agenda Item Summary

Meeting Date: July 15, 2019

Agenda Item #: Introduction and Adoption of Ordinance/Public Hearings

SUBJECT: Property Assessed Clean Energy (PACE) Financing Tool

BACKGROUND PROVIDED BY STAFF:

BACKGROUND:

Property Assessed Clean Energy, or PACE, is a long-term financing tool for commercial property owners to pay for energy efficiency, water efficiency, and renewable energy upgrades. Property owners receive 100% pre-funding for energy saving upgrades on their facilities and pay the PACE loan back through a special assessment on their property taxes.

Public Act No. 270 of 2010 authorizes local units of government to adopt Property Assessed Clean Energy programs to promote the installation of energy efficiency improvements and renewable energy systems by owners of commercial or industrial property within a district designated by the local unit of government. Act 270 allows private commercial lenders to finance energy projects; authorizes local units of government to issue bonds, notes and other indebtedness; and authorizes the assessment of properties for the cost of the energy projects. Act 270 provides for repayment to the local unit of government or the private lender through a voluntary property assessment. The property assessment remains with the property and has the same priority as other property tax and assessment liens in the event of foreclosure.

Lean & Green Michigan, LLC has developed a collaborative approach to PACE programs for local units of government by standardizing the administrative and legal process under which PACE programs are created and managed. There is no charge to the City of Hillsdale.

RECOMMENDATION:

City staff recommends that Council members approve the resolution to establish a PACE program as presented.

RESOLUTION: _____

CITY OF HILLSDALE
HILLSDALE COUNTY, MICHIGAN

RESOLUTION TO ESTABLISH PROPERTY ASSESSED CLEAN ENERGY PROGRAM

Minutes of a regular meeting of the City Council of the City of Hillsdale (“Council”), Hillsdale County, Michigan, held at 97 N. Broad Street, Hillsdale, MI 49242, on July 15, 2019 at 7:00 p.m., local time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Member _____ and supported by Member _____:

WHEREAS:

1. At its meeting of June 17, 2019, this City Council adopted a resolution of intent to establish and to hold a public hearing concerning the establishment of a property assessed clean energy program (“PACE Program”) and create a PACE district, having the same boundaries as the City’s jurisdictional boundaries, pursuant to 2010 PA 270 (“Act 270”) to promote “energy projects” defined by Act 270 to include “installation or modification of energy efficiency improvements or the acquisition, installation or improvement of renewable energy systems.”
2. The City Council held a public hearing on the proposed PACE Program on July 15, 2019 during which the City Council heard comments on the proposed PACE program from anyone wishing to address the City Council concerning it.
3. Financing energy projects is a valid public purpose.
4. The proposed PACE program as described in the City of Hillsdale PACE Program Report, an updated version of which is attached as Exhibit A, would provide financing for energy projects with property owner-arranged loans from a commercial lender the repayment of which, if approved by the property owner with the consent of any mortgage holder, would be made and secured by assessments against the property benefited by the projects, so that no City moneys, general City taxes or City credit of any kind whatsoever shall be pledged, committed or used in connection with any energy project.

5. The types of energy projects that may be so financed, the administration of the PACE Program, the manner of establishing PACE Districts within the City in which the PACE Program may be used, and other details of the proposed PACE Program, as required by Act 270, are set forth in detail in PACE Program Report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Hillsdale establishes the City of Hillsdale PACE Program the terms and conditions of which are set forth in the PACE Program Report attached as Exhibit A and incorporated by reference, which PACE Program Report is approved.
2. All aspects of the City of Hillsdale PACE Program may be amended by approving resolutions of the City Council without a new public hearing.
3. The City may join with any other local unit of government, or with any person, or with any number or combination thereof, by contract or otherwise as may be permitted by law, for the implementation of the City of Hillsdale PACE Program, in whole or in part, and the City Manager or his/her designee is authorized to execute and deliver such documents, agreements or certificates as may be necessary or advisable to permit the cooperative implementation of the PACE Program as provided by Act 270 or other applicable law.
4. All resolutions and parts of resolutions are, to the extent of any conflicts with this resolution, rescinded.

YEAS: _____

NAY: _____

ABSENT: _____

RESOLUTION NO. _____ ADOPTED.

Adam Stockford, Mayor

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Hillsdale on _____, 2019.

Katy Price, Clerk



**CITY OF HILLSDALE,
MICHIGAN**

PACE PROGRAM

June 17, 2019

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Lean & Green Michigan™ PACE Program

Executive Summary

Public Act No. 270 of 2010 (“Act 270”) authorizes local units of government to adopt Property Assessed Clean Energy (“PACE”) programs to promote the installation of energy efficiency improvements and renewable energy systems by owners of commercial or industrial property within a district designated by the local unit of government. Act 270 allows private commercial lenders to finance energy projects; authorizes local units of government to issue bonds, notes and other indebtedness; and authorizes the assessment of properties for the cost of the energy projects. Act 270 provides for repayment to the local unit of government or the private lender through a voluntary property assessment. The property assessment remains with the property and has the same priority as other property tax and assessment liens in the event of foreclosure.

Lean & Green Michigan™ (“LAGM”) has developed a collaborative approach to PACE programs for local units of government by standardizing the administrative and legal process under which PACE programs are created and managed. Many local units of government throughout the state joined have or are in the process of joining LAGM utilizing a “shared services” approach to eliminate upfront and ongoing program costs and duplication. Further, this approach creates one efficient statewide market, allowing property owners, lenders and clean energy contractors to utilize a standardized process as they employ PACE financing in multiple jurisdictions throughout the state.

This documentation package includes the report required by Section 9 of Act 270 and provides model forms of documents for the PACE program. As many of the details of a PACE transaction are determined on a project-specific basis, adjustments to the model documents may be required to fit a particular transaction. Additionally, there are several blanks left in the documents that should be filled in when the corresponding information is known.



CITY OF HILLSDALE, MICHIGAN

PACE PROGRAM REPORT

This Lean & Green Michigan™ PACE Program Report contains the information required by Section 9 of Act 270. Additional information is available from the City of Hillsdale (“Hillsdale”). The PACE Program and Report were approved by the City Council on July 15, 2019, subsequent to a public hearing held on July 15, 2019.

INTRODUCTION

In order to encourage economic development, improve property valuation, increase employment, reduce energy costs, reduce greenhouse gas emissions and contribute to the public health and welfare in the City of Hillsdale, the City Council established the City of Hillsdale Property Assessed Clean Energy Program pursuant to Public Act No. 270 of 2010 (“Act 270”) by joining Lean & Green Michigan™ (“LAGM,” the “PACE Program” or “Program”). The PACE Program has identified specific sources of commercial funding to finance the implementation of energy efficiency improvements, renewable energy systems and energy projects within the City of Hillsdale PACE district (which is coterminous with the City of Hillsdale jurisdictional boundaries).

The City Council passed a Resolution of Intent to create a PACE district by joining the Lean & Green Michigan statewide PACE program on June 17, 2019. The City Council published its first version of this PACE Report thereafter, and held a public hearing on July 15, 2019. The City Council passed a Final Resolution adopting this PACE program on July 15, 2019.

The purpose of this PACE Report (hereinafter the “Report”) is to fulfill the requirements of Act 270. Section 9 of Act 270 requires a Report that includes: a form of contract between Hillsdale and the record owner; identification of an official authorized to enter into program contracts on behalf of Hillsdale; a maximum aggregate amount for financing provided by Hillsdale under the program; an application process and eligibility requirements; a method for determining interest rates, repayment periods and the maximum amount of assessment; explanation of how assessments will be made and collected; a plan for raising capital; information regarding reserve funds and fees of the program; a requirement that the term of the assessment not exceed the useful life of the energy project; a requirement of an appropriate ratio of the amount of assessment to the assessed value of the property; requirement of consent from the mortgage holder; provisions for marketing and participant education; provisions for adequate debt service reserve fund; quality assurance and antifraud measures; and a requirement for baseline energy audits, ongoing savings measurements and performance guarantees for projects over \$250,000 in assessments.

1. Form of PACE Contract

A form of model PACE Special Assessment Agreement is attached as **Appendix A**. Individual property owners may negotiate project-specific terms to be included in an actual agreement based upon the specific energy efficiency and renewable energy improvements to be financed through the individual agreement, subject to the limitations set forth herein.

2. Authorized Official/PACE Administrator

The __City Manager____ or his/her designee (the “Authorized Official”) is authorized to enter into PACE Program contracts on behalf of Hillsdale in consultation with Lean & Green Michigan, LLC (“LAGM”). The Authorized Official is further authorized to sign any agreement, documents or certificates necessary to facilitate the participation of property owners and to facilitate the purposes hereunder.

As part of Lean & Green Michigan™, LAGM will act as PACE administrator and will manage Hillsdale's PACE Program. LAGM is authorized to negotiate with credit providers and PACE project participants to facilitate the use of the PACE Program and to assist PACE project applicants in obtaining owner-arranged financing.

3. Financing Parameters

In establishing its PACE district, Hillsdale intends for PACE projects to be funded through owner-arranged private financing. The maximum aggregate annual amount of financing provided by Hillsdale in 2019 shall be zero dollars. The maximum aggregate dollar amount for financing provided by Hillsdale may be adjusted and/or amended on an annual basis or more frequently by the City Council and will remain at zero dollars unless and until it is changed.

Hillsdale shall not provide any financing for PACE projects under Hillsdale's PACE Program. Hillsdale's PACE Program shall be solely funded through owner-arranged financing from commercial lenders, as allowed under Act 270, Section 9(1)(g)(iii). Owner-arranged financing from commercial lenders is not included under the maximum aggregate annual dollar amount for financing provided by Hillsdale under the Program. There is no limit on the maximum aggregate annual amount of financing provided by private commercial lenders under the program. The dollar amount for financing of a particular project will be established by the property owner seeking to make the property improvement and the commercial lender seeking to finance the energy improvements, as approved by LAGM and the Authorized Official.

4. Application Process/Eligibility Requirements

Application Process:

The application process for financing projects under the Program shall be that of LAGM. The current application form is attached as **SAA Appendix F**. This form may be changed or amended as necessary by LAGM.

Eligibility Requirements:

The eligibility requirements for financing projects under the Program shall be those of LAGM. Eligibility requirements may be changed or amended as necessary by LAGM. The current list of eligibility requirements is attached as **SAA Appendix A**.

5. Financing Terms of Assessments

The interest rate for PACE special assessment installments supplied by commercial lenders shall be negotiated by the parties based on current market conditions.

The maximum allowable repayment period of a PACE special assessment must be included in the PACE Special Assessment Agreement and will be determined on a project-specific basis and shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 25 years.

The maximum dollar amount of a PACE special assessment shall be negotiated on a project-specific basis between the property owner and the entity providing the financing based upon the specific energy efficiency improvement(s), water efficiency improvement(s) and/or renewable energy system(s) included in the individual PACE Special Assessment Agreement.

6. Assessment Collection Process

Within the parameters set forth herein, the Authorized Official will authorize one or more commercial lenders to provide financing to defray all or part of the cost of the energy improvements by special assessment upon the Special Assessment Parcel, which the Authorized Official will find is especially benefited in proportion to the costs of the energy improvements.

The Special Assessment Roll, attached as **SAA Appendix C**, will be spread by the Authorized Official on behalf of Hillsdale and without objection by the property owner to allocate one hundred percent (100%) of the PACE special assessment levy created hereby to the Special Assessment Parcel.

The PACE special assessment, as allocated by the Authorized Official on behalf of Hillsdale without objection by the property owner, will be finally established against the property and the energy projects to be constructed on the Special Assessment Parcel. The PACE special assessment will be effective immediately upon the execution of the PACE Special Assessment Agreement by the property owner. The PACE special assessment may be paid in semi-annual installments pursuant to Section 13(2) of Act 270. The Authorized Official, on behalf of Hillsdale, will confirm the Special Assessment Roll.

7. Financing Program

LAGM has developed and will continue to develop an active roster of financial institutions, institutional investors and other sources of private capital available to finance PACE projects in Michigan. By participating in LAGM, Hillsdale helps its constituent property owners gain access to private capital made available through the statewide program. Hillsdale authorizes the use of owner-arranged financing from commercial lenders to finance qualified energy projects under the Program.

8. Reserve Fund

By participating in LAGM, Hillsdale assists its constituent property owners in taking advantage of any and all appropriate loan loss reserve and gap financing programs of the Michigan Economic Development Corporation (“MEDC”) and other federal and state entities. Such financing mechanism can be used to finance a reserve fund if deemed necessary and appropriate by Hillsdale.

9. Fee Schedule

Application, administration and program fees for record owners shall be those of LAGM. Administration and program fees will be determined on a project-specific basis and will depend on the size, nature and complexity of the energy project(s) and financing mechanism(s) involved.

10. Useful Life

The maximum length of time allowable for repayment of a PACE assessment shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 25 years and will be determined on a project-specific basis by LAGM. Projects involving multiple energy efficiency improvements and/or renewable energy systems may aggregate the useful life of each improvement to determine an overall useful life figure for financing purposes. In aggregating the improvements, the property owner must appropriately weigh each improvement's dollar cost.

11. Property Eligibility Parameters

The ratio of the amount of the assessment to the market value of the property must be appropriate and shall be set forth in the PACE Special Assessment Agreement for each project. Additionally, the overall indebtedness on the property must be appropriate. In calculating the appropriate ratios, the property owner and the lender providing the financing may determine the market value of the property using either: 1) the market value of the property before the PACE project as agreed to by the property owner and the lender providing the financing using a proper measure such as a recent appraisal or two times the State Equalized Value; or 2) the market value of the property upon completion of the PACE project as agreed to by the property owner and the lender providing the financing using a proper measure such as an appraisal of the "as completed" value of the property or the current market value of the property plus 75% of the value of the PACE project.

In calculating the appropriate ratio of the amount of the assessment to the market value of the property, the cost of the energy project (excluding closing costs and interest) shall generally not exceed 25% of the market value of the property.

In calculating the appropriate ratio of total indebtedness on the property, if the property owner and the lender providing financing calculate an appropriate ratio using the market value of the property before the PACE project, prior debt secured by the building plus the PACE loan shall generally not exceed 95% of the market value of the property. If the property owner and the lender providing financing calculate an appropriate ratio using the market value upon completion of the PACE project, prior debt secured by the building plus the PACE loan shall generally not exceed 90% of the market value of the property.

LAGM and the Authorized Official may permit projects that exceed these values for reasonable cause on a case-by-case basis, and in such cases must include a letter of explanation as an addendum to the Special Assessment Agreement.

12. Mortgage Consent Requirement

If a property is subject to a mortgage the record owner must obtain written consent from the mortgagee to participate in the Program. Proof of lender consent must be submitted before a Special Assessment Agreement may be executed. A form of lender consent to participate in a PACE Program is attached as **SAA Appendix H**.

13. Marketing Program

LAGM has developed an ongoing marketing and participant education program. By joining LAGM, Hillsdale gains access to this program and agrees to partner with LAGM in educating businesses in Hillsdale about opportunities to save energy, save money and improve their property value. The City authorizes the use of Hillsdale's logo by LAGM to be incorporated into the LAGM website and other communication vehicles. More information regarding the Program can be obtained at LAGM's website: www.leanandgreenmi.com; or at Hillsdale's website at <https://www.cityofHillsdale.org/>.

14. Quality Assurance and Antifraud Measures

LAGM includes the following quality assurance and antifraud measures:

- i. Business integrity review on clean energy contractors conducted by Michigan Saves;
- ii. Background check process on clean energy contractors conducted by Michigan Saves; and
- iii. Other general due diligence as may be necessary or required.

15. Audit Requirement

As set forth in the PACE Program Application, a baseline energy audit must be completed before an energy project is undertaken. Each contract will require and provide adequate funding for monitoring and verification of energy savings throughout the life of the special assessment.

16. Projects Over \$250,000

As set forth in the PACE Special Assessment Agreement, energy projects financed with more than \$250,000 require ongoing measurements to establish energy savings and a guarantee from the contractor that the energy project will achieve a savings to investment ratio greater than one.

17. Amendments to the Program

A public hearing shall not be required to amend this Program. LAGM, with the prior consent of Hillsdale, may amend Hillsdale PACE program as necessary from time to time.

**Hillsdale PACE Special Assessment Agreement
Parcel #**

**APPENDIX A
SPECIAL ASSESSMENT AGREEMENT**

SPACE ABOVE FOR RECORDING PURPOSES

**PACE SPECIAL ASSESSMENT AGREEMENT
(OWNER-ARRANGED FINANCING)**

by and among

CITY OF HILLSDALE, MICHIGAN

and

PROPERTY OWNER

and

PACE LENDER

Dated: _____

Hillsdale PACE Special Assessment Agreement

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APPENDIX B:	SPECIAL ASSESSMENT PARCEL DESCRIPTION
APPENDIX C:	SPECIAL ASSESSMENT ROLL
APPENDIX D:	PAYMENT SCHEDULE
APPENDIX E:	DESCRIPTION OF IMPROVEMENTS
APPENDIX F:	LEAN & GREEN MICHIGAN PACE PROGRAM APPLICATION
APPENDIX G:	FORM OF CERTIFICATE OF ASSIGNMENT
APPENDIX H:	FORM OF LENDER CONSENT

Hillsdale PACE Special Assessment Agreement

PACE SPECIAL ASSESSMENT AGREEMENT (OWNER-ARRANGED FINANCING)

THIS PACE SPECIAL ASSESSMENT AGREEMENT (this “Agreement”) is made this [INSERT DATE] between CITY OF HILLSDALE, a Michigan municipal corporation (the “City”), whose address is 97 N. Broad Street, Hillsdale, MI 49242, PROPERTY OWNER, a Michigan limited liability company (the “Property Owner”), whose address is INSERT ADDRESS, and PACE LENDER, a Michigan limited liability company (the “Lender”), whose address is INSERT ADDRESS.

RECITALS:

A. Pursuant to Act 270 and a resolution adopted by the City Council of Hillsdale on [INSERT DATE], Hillsdale has established the PACE Program as described in the PACE Program Report and has created the Special Assessment District under the PACE Program for the purpose, *inter alia*, of assisting a record owner of property within the Special Assessment District in obtaining Owner-Arranged Financing from a commercial lender to defray the costs of one or more Energy Projects on the property.

B. Under Act 270, City of Hillsdale is authorized, pursuant to an agreement with the record owner of property within the Special Assessment District, to impose a special assessment on the property to be benefitted by the Energy Projects in order to secure and provide for the repayment of the Owner-Arranged Financing.

C. The Property Owner desires to undertake certain Energy Projects on commercial property of the Property Owner located within the Special Assessment District, as described herein, and has obtained a commitment from the Lender to make the Loan to the Property Owner to defray its cost.

D. In order to induce the Lender to make the Loan to the Property Owner, the Property Owner has requested that Hillsdale enter into this Agreement to impose a special assessment on the property to be benefitted by the Energy Projects, in accordance with Act 270, which special assessment will secure and provide for repayment of the Loan from the Lender.

E. Pursuant to Act 270 and the PACE Program, the City of Hillsdale is authorized to enter into this Agreement.

In consideration of the foregoing and the mutual covenants contained in this Agreement, the City, the Property Owner and the Lender agree that:

Hillsdale PACE Special Assessment Agreement

ARTICLE I DEFINITIONS

Section 1.01 Definitions. Capitalized terms used in this Agreement and Recitals shall have the meanings stated in Act 270 and as stated immediately below, except to the extent the context in which they are used requires otherwise:

(a) “**Act 270**” means Act 270 of the Michigan Public Acts of 2010, commonly referred to as the Property Assessed Clean Energy Act, MCL 460.931 et seq.

(b) “**Agreement**” means this PACE Special Assessment Agreement as same may be amended and/or restated.

(c) “**Applicable Interest Rate**” means the per annum rate of interest specified in the Loan Documents at which the Special Assessment Roll bears interest as calculated by the Lender in accordance with the provisions of Section 4.01 of this Agreement.

(d) “**Authorized Official**” means the City Manager, or his/her designee, who is authorized to exercise the authority of an Authorized Official under the terms of the PACE Program Report.

(e) “**Default Rate**” means the rates dictated for counties by the Michigan General Property Tax Act of 1893 as amended (MCL 211.78a and 211.78g).

(f) “**Energy Efficiency Improvement**” means equipment, devices, or materials intended to decrease energy consumption, including, but not limited to, all of the following: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; and any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by Hillsdale City Council.

(g) “**Energy Project**” means the installation or modification of an Energy Efficiency Improvement or the acquisition, installation, or improvement of a Renewable Energy Improvement.

(h) “**Event of Default**” has the meaning set forth in Section 7.01 hereof.

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(i) “**Force Majeure**” means unforeseeable events beyond a party’s reasonable control and without such party’s failure or negligence including, but not limited to, acts of God, acts of public or national enemy, acts of the federal government, fire, flood, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, and delays of contractors due to such causes, but only if the party seeking to claim Force Majeure takes reasonable actions necessary to avoid delays caused thereby.

(j) “**General Property Tax Act**” means the General Property Tax Act, Act 206, Public Acts of Michigan, 1893, as amended.

(k) “**Improvements**” means the Energy Efficiency Improvements and the Renewable Energy Improvements being undertaken by the Property Owner on the Special Assessment Parcel as described in **Appendix E** attached hereto.

(l) “**LAGM**” shall mean Lean & Green Michigan, LLC, a Michigan limited liability company.

(m) “**Lean & Green Michigan™**” means a statewide property assessed clean energy program open to all local units of government operated as a public-private partnership by LAGM in order to facilitate property assessed clean energy program-financed transactions.

(n) “**Lender**” has the meaning set forth in the preamble.

(o) “**Loan**” means the loan obtained by the Property Owner from the Lender pursuant to Owner-Arranged Financing to defray a portion of the cost of the Improvements under the terms of the Loan Documents.

(p) “**Loan Documents**” means the Loan Agreement, dated as of [INSERT DATE], between the Property Owner and the Lender and any and all exhibits or attachments thereto, including any documents amending, restating, replacing, extending or otherwise modifying the Loan Agreement and all documents provided to the Lender from time to time by the Property Owner to evidence or secure the Loan as required pursuant to the terms of the Loan Agreement.

(q) “**Owner-Arranged Financing**” means the process by which a property owner secures financing for improvements to its property that does not involve bonds or any other form of funding provided by the City.

(r) “**PACE Program**” shall mean the property assessed clean energy program implemented by the City pursuant to Act 270 and the PACE Program Report to stimulate energy efficiency and renewable energy projects in conformity with Act 270.

(s) “**PACE Program Report**” means the Lean & Green Michigan™ PACE Program Report approved by the City Council of the City of Hillsdale on [INSERT DATE], including any amendments or changes thereto made before the date of this Agreement.

(t) “**Payment Schedule**” has the meaning set forth in Section 4.01 hereof.

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(u) “**Property Owner**” has the meaning set forth in the preamble.

(v) “**Renewable Energy Improvement**” means a fixture, product, device, or interacting group of fixtures, products, or devices on the customer’s side of the meter that use one (1) or more renewable energy resources to generate electricity, gas, or other power. Renewable Energy Improvement includes a biomass stove but does not include an incinerator or digester.

(w) “**Special Assessment**” means the money obligation created pursuant to this Agreement with respect to the Special Assessment Parcel used to defray the cost of the Improvements and which shall, together with all interest, charges and penalties which may accrue thereon, be a lien upon the Special Assessment Parcel of the same priority and status as other property tax liens and other assessment liens as provided in Act 270 until such amounts have been paid in full.

(x) “**Special Assessment District**” means the Special Assessment District established as part of the PACE Program pursuant to Act 270.

(y) “**Special Assessment Parcel**” means the property located in the Special Assessment District to which one hundred percent (100%) of the Special Assessment has been spread by the City and which is more particularly described on the attached **Appendix B**.

(z) “**Special Assessment Roll**” has the meaning set forth in Section 4.01 hereof.

ARTICLE II DESCRIPTION OF IMPROVEMENTS

Section 2.01 Description of Improvements. The Improvements to be acquired, constructed, installed and financed by the Property Owner under the PACE Program are described in **Appendix E** attached hereto. If after project approval, the Property Owner seeks to undertake additional Improvements, **Appendix E** may be amended or supplemented from time to time. Such additional Improvements must meet all the eligibility criteria of the PACE Program and the PACE Program Report and may be added to the original application as a modification, or submitted as a new project, at the discretion of LAGM and the Authorized Official.

ARTICLE III COVENANTS OF THE PROPERTY OWNER

Section 3.01 Acquisition, Construction and Installation of Improvements.

(a) The Property Owner covenants and agrees to acquire, construct and install the Improvements as described in **Appendix E** on the Special Assessment Parcel described on **Appendix B** in full conformity with all applicable laws and regulations and in compliance with the PACE Program eligibility requirements set forth in **Appendix A**. If the proceeds of the Loan are not sufficient to pay the costs of the Improvements as aforesaid, the Property Owner agrees

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to complete the Improvements and to pay that portion of the costs of the Improvements in excess of the amount of the Loan. The Property Owner acknowledges and agrees that the City makes no representation, either express or implied, that the proceeds of the Loan will be sufficient to pay the total costs of the Improvements, and the Property Owner agrees that if, after exhaustion of the proceeds of the Loan, the Property Owner shall be required to pay any portion of the costs of the Improvements from its own funds, the Property Owner shall not be entitled to any reimbursement therefor from City or from the Lender, nor shall the Property Owner be entitled to any abatement or diminution of the amount of the Special Assessment created by this Agreement or of any interest, charges or penalties which may accrue thereon.

(b) To provide for monitoring and verification of the Energy Project, the Property Owner has created an Energy Star Portfolio Manager account and has linked this account to the LAGM Energy Star Portfolio Manager account. The Property Owner has entered all electricity bills for the Special Assessment Parcel for the year (12 consecutive months) immediately preceding the installation of the Energy Project. The Property Owner further agrees to enter its electricity bills for the duration of the Agreement on an annual basis. Annual electricity bills for the Special Assessment Parcel will be entered into the Property Owner's Energy Star Portfolio Manager account by January 31 of each year after the year for which the electricity bills are to be entered.

ARTICLE IV PACE SPECIAL ASSESSMENT

Section 4.01 PACE Special Assessment Created.

(a) At the request of the Property Owner, the City hereby determines to assist the Property Owner in obtaining the Loan to defray a portion of the cost of the Improvements on the Special Assessment Parcel by the levy of the Special Assessment upon the Special Assessment Parcel, which the Authorized Official on behalf of the City finds is especially benefitted in proportion to the cost of the Improvements. The Special Assessment created hereby has been spread by the Authorized Official on behalf of the City on the Special Assessment Roll attached hereto as **Appendix C** (the "Special Assessment Roll"), with the consent of the Property Owner, to allocate one hundred percent (100%) of the Special Assessment to the Special Assessment Parcel.

(b) The Special Assessment, as allocated by the Authorized Official with the consent of the Property Owner, is hereby finally established and levied against the Special Assessment Parcel as described on the attached **Appendix B** in the principal amount of [INSERT LOAN AMOUNT] as stated on the Special Assessment Roll. The Special Assessment is effective immediately upon the execution and delivery of this Agreement by the Property Owner. The Special Assessment shall be paid by the Property Owner in [NUMBER] semi-annual installments on the dates and in the amounts set forth in the payment schedule attached hereto as **Appendix D** (the "Payment Schedule"). The Special Assessment Roll and the Payment Schedule are hereby confirmed by the Authorized Official on behalf of the City. The unpaid amount of the Special Assessment Roll shall bear interest from the date of execution and

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delivery of this Agreement at the Applicable Interest Rate, as calculated by the Lender in accordance with the terms of the Loan Documents, payable by the Property Owner semi-annually on each date on which any installment of the Special Assessment is due in accordance with the Payment Schedule. Notwithstanding the foregoing, (i) if any installment of the Special Assessment or any interest due and payable on the Special Assessment Roll is not paid by the Property Owner when and as the same shall become due and payable in accordance with the provisions of this Section 4.01 or (ii) any “event of default” under the Loan Documents has occurred and is continuing, the unpaid amount of the Special Assessment Roll shall bear interest at the Default Rate as calculated by the Lender in accordance with the terms of the Loan Documents, for as long as such amounts remain unpaid or for so long as such “event of default” under the Loan Documents exists and is continuing. The City, the Property Owner and the Lender agree that the Lender shall be solely responsible for the determination from time to time of the Applicable Interest Rate and the Default Rate and the amount of interest due and payable by the Property Owner on the Special Assessment Roll on each day on which interest thereon is due and payable as provided in this Agreement, and the Lender’s determination thereof shall be binding on the Property Owner absent manifest error. The Property Owner and the Lender agree that the City shall under no circumstance have any obligation to determine the Applicable Interest Rate or the Default Rate or to calculate the amount of any interest payment due on the Special Assessment Roll as provided in this Agreement, and the City may conclusively rely upon the Lender’s determinations thereof for the purpose of exercising and discharging all of the City’s rights and obligations under this Agreement. The Lender agrees to provide, or cause to be provided, notice to the Property Owner and the City of the determinations of the Applicable Interest Rate and the Default Rate, as applicable, pursuant to this Section 4.01(b) at such times, and from time to time, as the Property Owner or the City may request.

Section 4.02 Assignment of Special Assessment Payments to Lender. At the request of the Property Owner and the Lender, and pursuant to Section 9(g)(iii) of Act 270, the City hereby irrevocably assigns to the Lender its right to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, whether in accordance with the Payment Schedule or upon prepayment of the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01(b) of this Agreement. In pursuance of the foregoing, the City, the Property Owner and the Lender agree that, except as provided in Section 4.05 of this Agreement, (i) all installments of the Special Assessment, whether payable in accordance with the Payment Schedule or upon prepayment of the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable upon the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, shall be paid by the Property Owner directly to the Lender when due at such address in the United States as may be designated by the Lender in writing to the Property Owner and the City; (ii) the City shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the City or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll; and (iii) absent receipt by the City of written notice from the Lender of a payment default in accordance with Section 4.05 hereof, the City shall be entitled to conclusively presume that all installments of the Special Assessment and all payments of interest

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due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement.

Section 4.03 Property Owner's Consent to Special Assessment; Waiver.

(a) The Property Owner hereby irrevocably consents to and confirms the creation of the Special Assessment Roll and the levy of the Special Assessment established pursuant to this Agreement and EXPRESSLY WAIVES ANY AND ALL CLAIMS CHALLENGING AND DEFENSES TO, THE LEGALITY, VALIDITY, ENFORCEABILITY OR COLLECTABILITY OF THE SPECIAL ASSESSMENT, including, but not limited to, claims arising from, relating to or otherwise based upon any theory of procedural defect concerning the approval of the Improvements, the establishment of the Special Assessment District, confirmation of the Special Assessment Roll and the Payment Schedule, the City's right to place the Special Assessment lien on the Special Assessment Parcel, the collectability and due dates of the Special Assessment installments and interest due and payable on the Special Assessment Roll, or any other theory or claim. The Property Owner further waives notice of hearing and the right to file objections if and to the extent such rights exist under any special assessment ordinance of the City.

(b) Following the signing of this Agreement, no suit or action of any kind shall be instituted or maintained for the purpose of contesting or enjoining the collection of the Special Assessment, and the Property Owner, for itself and its successors in interest, lessees, purchasers, and assigns with respect to all or any part of the Special Assessment Parcel, hereby irrevocably waives its rights to contest the Special Assessment with any adjudicative body having jurisdiction over the subject matter, including, but not limited to, the Michigan Tax Tribunal.

(c) In addition to any conditions, covenants, warranties and representations specified in the Loan Documents, the Property Owner shall not sell, transfer, alienate or convey any of its interest in the Special Assessment Parcel without first having given written notice of the Special Assessment to any successors in interest, lessees, purchasers or assigns and having made a copy of this Agreement part of any purchase contract, sale contract, lease agreement, deed or any other conveyancing instrument by which the Property Owner purports to assign all or any part of its interest in the Special Assessment Parcel to any successors in interest, lessees, purchasers, transferees, licensees and assigns. This Agreement shall be recorded against the real property constituting the Special Assessment Parcel by the PACE lender with the Register of Deeds of the County of Hillsdale, State of Michigan.

(d) The Property Owner agrees that it, its successors and assigns shall, during the term of this Agreement and the Special Assessment, pay all ad valorem real property taxes and assessments levied against the Special Assessment Parcel when due and the Property Owner specifically waives, irrevocably for itself, its successors and assigns as to any and all portions of the Special Assessment Parcel, the right to pay ad valorem real property taxes and assessments on any other installment method which may be available to property owners in the City.

(e) The City agrees that following (i) payment by the Property Owner in full of the Special Assessment, together with all accrued interest on the Special Assessment Roll, and all other interest, charges and penalties which may accrue thereon, and (ii) receipt by the City of

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written acknowledgment from the Lender that the Special Assessment, together with all accrued interest on the Special Assessment Roll, has been paid to the Lender in full, it will promptly execute and deliver documentation discharging the lien of the Special Assessment on the Special Assessment Parcel. Until the Special Assessment liability has been fully satisfied and the lien discharged, each purchaser of all or any part of the Special Assessment Parcel, as a condition of closing on such purchase, shall execute and deliver to the City a written notice: (i) acknowledging the principal amount unpaid and outstanding on the Special Assessment; (ii) agreeing to the assumption of the liability to pay the Special Assessment, and any interest thereon, on a timely basis, when due, until the remaining balance and interest on said Special Assessment has been paid in full; (iii) acknowledging that the title insurance policy will state that the Special Assessment has not been paid at time of closing thereon; and (iv) agreeing to pay to the Lender at or prior to the close of the purchase all past due installments of the Special Assessment and all past due payments of interest on the Special Assessment Roll. The representations set forth in such written notice shall be enforceable at law and in equity, including without limitation, by way of specific performance.

Section 4.04 Lien. The Special Assessment is an obligation with respect to the Special Assessment Parcel, and shall, until paid, be a lien upon the Special Assessment Parcel for the amount of the Special Assessment and all interest, charges and penalties that may accrue thereon. Such lien shall be of the same character and effect as liens created pursuant to the ordinances of the City for City taxes and shall be treated as such with respect to procedures for collection as set forth in the General Property Tax Act and the ordinances of the City, including accrued interest, charges and penalties. The Special Assessment confirmed hereby is a debt to the City from the Property Owner and its successors in interest, lessees, purchasers and assigns. The right of the City to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01, has been irrevocably assigned by the City to the Lender in accordance with the provisions of Section 4.02 of this Agreement. No judgment or decree shall destroy or impair any lien of the City upon the premises assessed for such amount of the Special Assessment as may have been equitably or lawfully charged and assessed thereon. Failure of the Property Owner or any subsequent property owner to receive any notice required to be sent under the provisions of the ordinances of the City or this Agreement shall not invalidate the Special Assessment or the Special Assessment Roll and shall not be a jurisdictional requirement.

Section 4.05 Payment Default.

(a) If any installment of the Special Assessment or interest due on the Special Assessment Roll shall not have been paid by the Property Owner to the Lender, as assignee of the City, at the time and in the amount required by Section 4.01 hereof (a "Payment Default"), the Lender shall, within thirty (30) days following the date such sums were due and payable (the "Payment Default Date"), deliver written notice to the City stating all of the following: (i) that a Payment Default has occurred under this Agreement; (ii) the Payment Default Date; (iii) the amount of the Special Assessment that was due and payable as of the Payment Default Date and which remains unpaid and the amount of interest on the Special Assessment Roll that was due and payable as of the Payment Default Date and which remains unpaid (collectively, the

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“Payment Default Amount”); and (iv) an attestation by an authorized officer of the Lender that the statements contained in the foregoing notice are true, correct and complete as of the date of such notice. Upon receipt of such notice from the Lender, the City shall take such actions as may be required to cause the Payment Default Amount to be certified for collection on the summer or winter tax bill next succeeding the Payment Default Date, and such Payment Default Amount shall be collected at the same time and in the same manner as is prescribed for the collection of the City taxes under the General Property Tax Act and the ordinances of the City. The City may assess a fee for delinquent taxes, interest, penalties, and fees as provided under General Property Tax Act Section 211.78. Notwithstanding the foregoing provisions of this Section 4.05(a), if the City shall determine that the notice of the Lender described in this Section 4.05(a) was not received by the City in sufficient time to permit the Payment Default Amount to be placed for collection on the summer or winter tax bill next succeeding the Payment Default Date, such Payment Default Amount shall be certified for collection on the next summer or winter tax bill issued thereafter. The City shall be entitled to conclusively rely upon any notice of the Lender delivered pursuant to this Section 4.05(a) as to the existence of a Payment Default and as to the Payment Default Amount, and shall not be liable to the Property Owner or to any other person for any action taken by the City pursuant to the terms of this Agreement or otherwise in reliance upon the information contained in such notice. Absent receipt by the City of written notice from the Lender of a Payment Default in accordance with this Section 4.05(a), the City shall be entitled to presume conclusively that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement, and the City shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the City or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll.

(b) The City hereby agrees that, pursuant to the assignment set forth in Section 4.04, it will cause to be paid over to the Lender all amounts received by the City from Hillsdale County Treasurer as collections of any Payment Default Amount within forty-five (45) days of the date such sums are received by the City from Hillsdale County Treasurer. The parties hereto expressly acknowledge and agree that in no event shall the City advance to the Lender the amount of any unpaid Payment Default Amount, and the City shall be obligated to pay over to the Lender only such sums as are actually received by Hillsdale County Treasurer as collections of any Payment Default Amount.

(c) In the event that any interest, penalties, fees or other charges shall be imposed upon the Special Assessment Parcel or against the Special Assessment Roll or the amount of any unpaid Special Assessment pursuant to the ordinances of the City or the General Property Tax Act, either by the County of Hillsdale or by the City of Hillsdale, Michigan, for the administration, billing, collection or enforcement of the Special Assessment created hereby, such amounts shall remain a debt of the Property Owner to the City or the County Treasurer of the County of Hillsdale, Michigan, as their interests may appear, and shall not be deemed to have been assigned to the Lender pursuant to the terms of this Agreement or otherwise.

Section 4.06 Prepayment of Special Assessment. Subject to the provisions of the Loan Documents, including, without limitation, prepayment penalties, if any, the Property

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Owner may, upon sixty (60) days' written notice to the Lender and the City, prepay any installment of the Special Assessment specified in the Payment Schedule by causing to be paid to the Lender the amount of the installment to be prepaid, together with accrued interest thereon to the date of prepayment. If such prepayment of any installment is not received by the Lender on the date specified for prepayment, the Lender shall promptly deliver written notice to the City that such prepayment was not received by the Lender.

Section 4.07 Invalidity; Cure. In the event of any invalidity of the Special Assessment, the Authorized Official, at the request of the Lender, and if the City shall have received indemnity satisfactory to the Authorized Official for its costs and expenses (including reasonable attorneys' fees), shall cause a new Special Assessment to be made for all or any part of the Improvements in accordance with Act 270 and the PACE Program as reasonably determined by the Authorized Official. The Property Owner, on behalf of itself and its successors in interest, lessees, purchasers, and assigns, hereby waives any objections to and agrees to the imposition of such new Special Assessment; *provided, however*, that the amount of the new Special Assessment shall not exceed the unpaid principal amount of the Loan at the time the new Special Assessment shall be established.

ARTICLE V CONDITIONS PRECEDENT

Section 5.01 Conditions Precedent to the City's Obligations.

The obligations of the City under this Agreement shall be subject to the satisfaction of the following conditions precedent on or prior to the date of execution and delivery of this Agreement by the City, unless waived in writing by the City:

(a) The City, the Property Owner and the Lender shall have authorized, executed and delivered this Agreement and all approvals required hereby shall have been secured.

(b) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Property Owner or the City is a party, or shall be threatened in writing against the Property Owner or the City, contesting the validity or binding effect of this Agreement, the Special Assessment or the Owner-Arranged Financing contemplated hereby, or which, if adversely decided, could have a material adverse effect upon the ability of the Property Owner to pay or the City to levy the Special Assessment or to assign to the Lender the right to receive payments of the Special Assessment, or which could have a material adverse effect on the ability of the Property Owner of the City to comply with any of the obligations and terms of this Agreement.

(c) There shall be no ongoing breach of any of the covenants and agreements of the Property Owner required to have been observed or performed by the Property Owner under the terms of this Agreement and no Event of Default by the Property Owner, and no event which, with the passage of time or the giving of notice or both could become an Event of Default by the Property Owner under this Agreement, shall have occurred.

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(d) All documents, schedules, materials, maps, plans, descriptions and related matters which are contemplated to be made Appendices to this Agreement shall have been fully completed by the Property Owner to the City's reasonable satisfaction and such Appendices shall be true, accurate and complete.

(e) The Property Owner shall meet all eligibility requirements as set forth in **Appendix A**.

(f) The Property Owner and the Lender shall have authorized, executed and delivered the Loan Documents, and the Lender shall have funded the Loan in accordance with the terms of the Loan Documents.

(g) The Property Owner shall not have filed for bankruptcy or sought the protections of any state or federal insolvency law providing protections to debtors.

(h) The Property Owner shall have obtained consent from each holder of a mortgage interest or lien upon the Special Assessment Parcel prior to the execution and delivery of this Agreement in substantially the form set forth in the PACE Program Report.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties of the City.

The City represents and warrants to the Property Owner that, as of the date of this Agreement:

(a) The execution and delivery of this Agreement has been duly authorized by the City, and this Agreement complies with Act 270 and constitutes a valid and binding agreement of the City, enforceable against the City in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principals of equity, including those relating to equitable subordination.

(b) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated herein is in violation of any provision of any existing law, ordinance, rule, resolution or regulation to which the City is subject, or any agreement to which the City is a party or by which the City is bound, or any order or decree of any court or governmental entity by which the City is subject.

(c) There are no delinquent taxes, special assessments, or water or sewer charges on the Special Assessment Parcel that will be assessed under this Agreement; and there are no delinquent assessments on the Special Assessment Parcel under a PACE program.

Section 6.02 Representations and Warranties of the Property Owner.

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The Property Owner represents and warrants to the City and the Lender that:

(a) The Property Owner is duly organized and validly existing as a limited liability company in good standing under the laws of the State of Michigan, with power under the laws of the State of Michigan to carry on its business as now being conducted, and is duly qualified to do business in the State of Michigan; and the Property Owner has the power and authority to own the Special Assessment Parcel and to carry out its obligation to complete the Improvements.

(b) The execution and delivery of this Agreement will not result in a violation or default by the Property Owner of any provision of its Articles of Organization or Operating Agreement, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject.

(c) The Property Owner is the sole and exclusive legal and equitable title owner of fee simple title to the Special Assessment Parcel and the Improvements located, or to be located, thereon and has full legal power and authority to consent to the finalization and levying of the Special Assessment as provided herein.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action, and this Agreement has been duly executed and delivered by the Property Owner and constitutes a valid and binding agreement enforceable against the Property Owner in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

(e) Property Owner warrants and agrees that any contractual, legal or other disputes between it and the Lender--other than matters specifically related to enforcement of property tax obligations--or the contractor involved in the Improvements, do not involve the City, and Property Owner agrees to hold the City and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

(f) The Property Owner, the Special Assessment Parcel and the Improvements satisfy all of the PACE Program eligibility and program requirements set forth in **Appendix A**.

Section 6.03 Representations and Warranties of the Lender.

The Lender represents and warrants to the City that:

(a) The Lender has experience in the market for property assessed clean energy programs and assessments and is capable of evaluating the merits and risks of its participation in the Owner-Arranged Financing contemplated by this Agreement.

(b) The Lender has made its own independent investigation of the Property Owner, the terms of this Agreement, the nature of the Special Assessment created hereby and the

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procedures for the collection and enforcement of the Special Assessment under this Agreement and the laws of the State of Michigan, and is not relying on the City, its agents, attorneys or employees for any of such information or with respect to the sufficiency and scope of such investigation. The Lender has not received, and is not relying on, any representations of the City with respect to the Property Owner.

(c) Lender warrants and agrees that any contractual, legal or other disputes between it and Property Owner--other than matters specifically related to enforcement of property tax obligations--do not involve the City, and Lender agrees to hold the City and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

ARTICLE VII DEFAULT

Section 7.01 Property Owner Event of Default. If the Property Owner shall default in the performance of any covenant or agreement on its part contained in this Agreement and such default shall continue for a period of ten (10) days after written notice thereof has been given to the Property Owner by the City, an “Event of Default” shall be deemed to have occurred under this Agreement.

Section 7.02 Remedies for Property Owner Event of Default. Upon the occurrence of an Event of Default as provided in Section 7.01 hereof, the City, after giving written notice as required, without further notice of any kind, and in addition to all other rights and remedies provided at law or in equity, shall be entitled to seek and obtain a decree of specific performance of this Agreement from a court of competent jurisdiction; or the right to recover from the Property Owner any damages incurred by the City and any costs incurred by the City in enforcing or attempting to enforce this Agreement or the Special Assessment, including attorneys’ fees and expenses; or to foreclose on the Special Assessment Parcel and to sell all or any part of the Special Assessment Parcel to the extent necessary to recover any damages and costs; or any combination of the foregoing. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the City shall not be obligated to institute any of the actions or proceedings or to exercise any of the remedies authorized by this Section 7.02 upon the occurrence of an Event of Default hereunder, and that its obligations with respect to the billing, collection and enforcement of the Special Assessment or any installment thereon shall be limited to those obligations set forth in Article IV of this Agreement. The Lender acknowledges that neither the Special Assessment nor any installment thereon can be accelerated.

Section 7.03 The City Default. If the City shall default in the performance of any covenant or agreement on its part contained in this Agreement and shall fail to proceed in good faith to cure such default within sixty (60) days after written notice thereof has been received by the City from the Property Owner or the Lender, a “City Default” shall be deemed to have occurred under this Agreement.

Section 7.04 Remedy for City Default. Upon the occurrence of a City Default as provided in Section 7.03 hereof, and if the Property Owner or the Lender, as the case may be,

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shall have otherwise fully performed all of its obligations hereunder, the Property Owner or the Lender, after giving written notice as required, without further notice or demand, shall be entitled to seek and obtain a decree of specific performance from a court of competent jurisdiction; but neither the Property Owner nor the Lender shall have the right to seek to recover money damages against the City, including any costs or fees (including attorneys' fees) incurred by the Property Owner or the Lender in enforcing or attempting to enforce this Agreement. Neither the occurrence of a City Default nor the institution of any proceeding or the exercise of any remedy upon the occurrence of a City Default shall negate or diminish the obligations of the Property Owner hereunder to pay the installments of the Special Assessment and interest accrued on the Special Assessment Roll and all other costs hereunder when the same shall become due and payable.

Section 7.05 Waiver. Failure of any party hereunder to act upon discovery of a default or to act upon the existence of an Event of Default shall not constitute a waiver of the right to pursue the remedies provided herein.

ARTICLE VIII MISCELLANEOUS

Section 8.01 Term. Except as otherwise provided in this Agreement, the terms of this Agreement shall commence on the date first written above and shall terminate at such time as the Special Assessment liability shall have been fully satisfied as provided in Section 4.03(e) hereof.

Section 8.02 Assignment.

(a) Except as otherwise provided herein and as provided in Section 8.02(b) hereof, no party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of the other parties hereto excepting as otherwise expressly provided herein.

(b) The Lender and its successors and assigns may assign its rights and obligations under this Agreement and its rights in the Special Assessment, in whole but not in part; *provided, however,* that any such assignment shall be made only in accordance with applicable law; *and provided further, however,* that no such assignment shall be effective unless the City shall have first received (i) notice of the assignment disclosing the name and the address of the assignee, which shall be an address in the United States and (ii) a Certificate of Assignment executed by the assignee in the form attached to this Agreement as **Appendix G**. From and after the date of satisfaction of the conditions for the assignment of this Agreement as provided in this Section 8.02(b), the assignee of the Lender shall be a party hereto and shall have the rights and obligations of the Lender specified hereunder, and such assignee shall be deemed to be the "Lender" for all purposes of this Agreement.

Section 8.03 Notices. All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail,

Hillsdale PACE Special Assessment Agreement

postage prepaid, return receipt requested, addressed to the respective parties as follows, or to such other address as such party may specify by written notice to the other parties hereto:

If to the City:	City of Hillsdale 97 N. Broad Street Hillsdale, MI 49242 Attn: AUTHORIZED OFFICIAL
With a copy to:	City of Hillsdale PACE Administrator Lean & Green Michigan 3400 Russell Street, Suite 255 Detroit, MI 28207
If to the Property Owner:	PROPERTY OWNER ADDRESS
With a copy to:	The Lender
With a copy to:	City of Hillsdale PACE Administrator Lean & Green Michigan 3400 Russell Street, Suite 255 Detroit, MI 28207
If to the Lender:	PACE LENDER ADDRESS
With a copy to:	ADDRESS

Section 8.04 Amendment and Waiver No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by each party hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

Section 8.05 Entire Agreement. This Agreement constitutes the entire agreement between Gratiot, on the one hand, and the Lender and the Property Owner, on the other hand. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, between Gratiot, on the one hand, and the Lender or the Property Owner, on the other hand.

Section 8.06 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Hillsdale PACE Special Assessment Agreement

Section 8.07 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

Section 8.08 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 8.09 Mutual Cooperation. Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement. Each party to this Agreement shall exercise reasonable diligence in reviewing, approving, executing and delivering all documents necessary to accomplish the purposes and intent of this Agreement. Each party to this Agreement also shall use its best efforts to assist the other parties to this Agreement in the discharge of its obligations hereunder and to assure that all conditions precedent to the financing arrangements are satisfied.

Section 8.10 Binding Effect; No Third-Party Beneficiary. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns. In no event shall the provisions of this Agreement be deemed to inure to the benefit of or be enforceable by any third party, except for permitted assigns.

Section 8.11 Force Majeure. No party hereto shall be liable for the failure to perform its obligations hereunder if said failure to perform is due to Force Majeure. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; *provided, however*, that the party seeking to take advantage of this Section shall notify the other party in writing, setting forth the event giving rise to said failure to perform, within ten (10) business days after the occurrence of said event.

[SIGNATURES ON THE FOLLOWING PAGE]

Hillsdale PACE Special Assessment Agreement

IN WITNESS WHEREOF, the City, PROPERTY OWNER, and PACE LENDER have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

Witnessed:

Signature of:

PROPERTY OWNER

By: _____
Its:

Witnessed:

Signature of:

The City

By: _____
Its: AUTHORIZED OFFICIAL

Signature of:

By: _____
Its: AUTHORIZED OFFICIAL

Witnessed:

Signature of:

PACE LENDER

By: Its:

Hillsdale PACE Special Assessment Agreement

State of Michigan)
) ss
County of Hillsdale)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____ the Authorized Signatory of _____ on behalf of _____.

Notary Public
_____County, Michigan
My Commission expires _____

State of Michigan)
) ss
County of Hillsdale)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by [CITY AUTHORIZED OFFICIAL] on behalf of Hillsdale.

Notary Public
_____County, Michigan
My Commission expires _____

State of _____)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by PACE LENDER OFFICIAL the Authorized Signatory of PACE LENDER, on behalf of PACE LENDER.

Notary Public
COUNTY, STATE
My Commission expires _____

Hillsdale PACE Special Assessment Agreement

APPENDIX A PROGRAM ELIGIBILITY CHECKLIST

Property is privately owned commercial or industrial real property within Hillsdale's jurisdictional boundaries, which may be owned by any individual or private entity, whether for-profit or non-profit. MCL 460.933(g). Multi-family residential property is included in the definition of commercial property.

There are no delinquent ad valorem taxes, special assessments, or water or sewer charges on the property. The Authorized Official at his discretion may disqualify properties that although not currently delinquent, have been delinquent within six months of the application's submission. MCL 460.941(2)(a).

There are no delinquent assessments on the property under a PACE program. MCL 460.941(2)(b).

The term of assessment shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 25 years. Projects that consist of multiple energy efficiency improvements or renewable energy systems with varying lengths of useful life may blend the lengths to determine an overall assessment term that does not exceed the useful life of the improvements in aggregate. MCL 460.939(i).

An appropriate ratio must be determined for the amount of assessment in relation to the assessed value of the property. MCL 460.939(j).

Written consent from the mortgage holder must be obtained if the property is subject to a mortgage. MCL 460.939(k).

A baseline energy audit must be conducted for the property that is approved by LAGM. Such approval may be granted retroactively if the audit meets the standards of LAGM. MCL 460.939(o).

For projects financed for more than \$250,000, a performance guarantee must be provided by the contractor(s) to guarantee a savings to investment ratio greater than one (1). MCL 460.939(p). The performance guarantee must meet the standards set by LAGM.

For projects financed for more than \$250,000, financial and logistical arrangements for ongoing measurement and verification of energy savings that meet standards set by LAGM. MCL 460.939(p).

Hillsdale PACE Special Assessment Agreement

APPENDIX B

SPECIAL ASSESSMENT PARCEL DESCRIPTION

Parcel Number:

Address:

LEGAL DESCR:

Hillsdale PACE Special Assessment Agreement

APPENDIX C

SPECIAL ASSESSMENT ROLL

PACE Project Special Assessment

Parcel Number:

Address:

City:

Owner:

Assessment:

Percent:

I certify that the above is the special assessment role created for the PACE project referenced in this document in the applicable City, city, village, or applicable entity, in the State of Michigan, subject to payment of the special assessment as outlined in Appendix C of this document.

Dated

Hillsdale PACE Special Assessment Agreement

APPENDIX D

**PAYMENT SCHEDULE
(TBD)**

Hillsdale PACE Special Assessment Agreement

APPENDIX E

DESCRIPTION OF IMPROVEMENTS

Hillsdale PACE Special Assessment Agreement

APPENDIX F

LEAN & GREEN MICHIGAN PACE PROGRAM APPLICATION

PACE Program Application

Property and Property Owner Information

1. Property Parcel Legal Name(s) (as they appear on property tax records)

Parcel #: Click here to enter text.

Address: Click here to enter text.

Owner: Click here to enter text. (Legal name)

2. Property Type (Check all that apply)

- Commercial**
 - Grocery/convenience store
 - Health care/clinic
 - Mixed use
 - Multi-family unit (3 or more)
 - Office
 - Retail
 - Restaurant
 - Recreational
 - Warehouse
 - Other - Please describe Click here to enter text.
- Industrial**
- Agricultural**
- Nonprofit**

3. Property Owner(s) Contact Information

Contact Name: Click here to enter text. (Person that will sign loan documents)

Company Name: Click here to enter text. (As it should appear in legal documents)

Address: Click here to enter text.

E-mail Address: Click here to enter text.

Telephone Number: Click here to enter text.

4. Property Owner(s) Type

- Individual
- Corporation
- LLP
- 501C3
- LLC
- Other (please specify)

Hillsdale PACE Special Assessment Agreement

5. Property Valuation

State Equalized Value (SEV): NA

Date of SEV: NA

Appraisal: Click here to enter text.

Date of Appraisal: Click here to enter text.

6. Existing Liens Against Property (tax, special assessment, water or sewer charges, etc.)

Amount	Type	End Date
\$ Click here to enter text.	Click here to enter text.	Click here to enter text.
\$ Click here to enter text.	Click here to enter text.	Click here to enter text.
\$ Click here to enter text.	Click here to enter text.	Click here to enter text.

Total Dollar Amount of Liens Against Property: Click here to enter text.

7. Balance of Any Mortgage(s):

	Amount of Mortgage	Name of Mortgage Holder
First Mortgage	\$ Click here to enter text.	Click here to enter text.
Second Mortgage	\$ Click here to enter text.	Click here to enter text.
Additional Debt on Property	\$ Click here to enter text.	Click here to enter text.

8. Consent: Consent by mortgage holder(s) obtained, if subject to a mortgage. Yes

Attach:

- Title Report
- Appraisal
- Property Tax Record
- Mortgage Lender Consent

Energy Project Information

1. PACE Project Developer (If you do not have a PACE project developer, contact Lean & Green Michigan)

Name: Click here to enter text.

Address: Click here to enter text.

E-mail Address: Click here to enter text.

Telephone Number: Click here to enter text.

Other Contractors: Click here to enter text.

2. Overall Energy Project Cost: Click here to enter text.

Hillsdale PACE Special Assessment Agreement

3. Savings to Investment Ratio (as provided in Energy Savings Guarantee)*

3a. Year 1: [Click here to enter text.](#)

3b. Overall: [Click here to enter text.](#)

4. Useful Life of Energy Project Measures: [Click here to enter text.](#)

5. User ID for Energy Star Portfolio Manager (for property): [Click here to enter text.](#)

Attach:

Baseline energy audit performed on the property, including useful life calculations of individual measures.

Cash flow analysis using LAGM model

Energy savings guarantee contract between project developer/contractor and property owner

PACE Loan Details

1. PACE Lender/Capital Provider (If you do not have a PACE lender, contact Lean & Green Michigan)

Name: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

E-mail Address: [Click here to enter text.](#)

Telephone Number: [Click here to enter text.](#)

2. Requested Assessment Amount

Energy Project Cost: \$ [Click here to enter text.](#)

Energy Audit \$ [Click here to enter text.](#)

Engineering/Architect Plans \$ [Click here to enter text.](#)

Building Permit Fees \$ [Click here to enter text.](#)

Other (Please explain) \$ [Click here to enter text.](#)

Total Assessment Amount: \$ [Click here to enter text.](#) (total of all lines above)

3. Requested Assessment Repayment Period: [Click here to enter text.](#)

4. Interest Rate Offered By Lender: [Click here to enter text.](#)

5. Repayment Method (only select one):

On property tax bill and then remitted to lender

Direct pay to lender

All Attachments to Application:

Appraisal

Baseline energy audit performed on the property, including useful life calculations of individual measures.

Cash flow analysis using LAGM model

Hillsdale PACE Special Assessment Agreement

- Energy savings guarantee contract between project developer/contractor and property owner
- Lender Consent from Mortgage Holder
- Property Tax Record
- Title Report

Hillsdale PACE Special Assessment Agreement

APPENDIX G

FORM OF CERTIFICATE OF ASSIGNMENT

This Certificate of Assignment of the Special Assessment Agreement (“**Assignment**”), dated effective as of _____, 201__ (the “**Effective Date**”), is made by INSERT LENDER (“**Assignor**”) to _____ (“**Assignee**”). Assignor and Assignee are referred to at times, each individually as a “**Party**,” and collectively as the “**Parties**.”

Agreement

1. For good and valuable consideration and the payment of [INSERT PAYMENT AMOUNT] ([INSERT NUMERICAL VALUE]), the receipt and sufficiency of which is hereby acknowledged, confessed, stipulated and agreed upon by Assignor, Assignor ASSIGNS, BARGAINS, GIVES, SETS OVER, CONVEYS, TRANSFERS and DELIVERS to Assignee all of Assignor’s rights, title, interest, obligations, and duties under the Special Assessment Agreement entered into by Assignor, _____, and _____ (the “**Transferred Interest**”), together with all of Assignor’s rights to receive payments from _____ attributable to the Transferred Interest arising on and after the date of this Assignment.

2. Assignor warrants that: (i) it is authorized to execute this document; (ii) it is conveying good, indefeasible title to the Transferred Interest; and (iii) the Transferred Interest is free and clear of all liens and encumbrances, and no party has any rights in or to acquire, or hold as security, or otherwise, the Transferred Interest.

3. Assignor hereby agrees to make, execute and deliver to Assignee any and all further instruments of conveyance, assignment or transfer, and any and all other instruments, as may be necessary or proper to carry out the purpose and intent of this Assignment and/or to fully vest Assignee in all rights, titles, interests obligations, and duties of Assignor in and to the Transferred Interest, which instruments shall be delivered to Assignee as soon as possible without any condition or delay on the part of Assignor.

4. Assignee hereby accepts all of Assignor’s rights, title, interest, obligations, and duties under the Special Assessment Agreement and agrees to be bound by its terms. From and after the date of this Assignment and satisfaction of the conditions contained in Section 8.02(b) of the Special Assessment Agreement, Assignee shall be a party to the Special Assessment Agreement and shall have the rights and obligations of the Assignor specified thereunder, and Assignee shall be deemed to be the “Lender” for all purposes of the Special Assessment Agreement.

5. All notices, certificates or communications provided pursuant to the Special Assessment Agreement to Assignee shall be delivered as provided in the Special Assessment Agreement to:

Hillsdale PACE Special Assessment Agreement

(Name)

(Address)

(Attention)

IN WITNESS WHEREOF, Assignor and Assignee hereby agree to be bound by the terms of this Assignment and each has executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

[INSERT LENDER]

By: _____

Its: _____

ASSIGNEE:

Name: _____

By: _____

Its: _____

Hillsdale PACE Special Assessment Agreement

APPENDIX H

FORM OF LENDER CONSENT

Lender Consent and Acknowledgement of Owner Participation in Hillsdale, Michigan PACE Program

This acknowledgement is granted _____, 20__, by NAME OF MORTGAGE HOLDER (the “Lender”), and for the benefit of _____ (the “Property Owner”), and the City of Hillsdale in the State of Michigan.

Recitals

A. Pursuant to Public Act No. 270 of 2010, Hillsdale established Hillsdale Property Assessed Clean Energy (“PACE”) Program on _____, 20__, by resolution, to promote installation of energy efficiency improvements and/or renewable energy systems.

B. The Property Owner has applied to the Program to finance the amount of \$ AMOUNT OF FINANCING, to be paid back as an assessment on Property Owner’s real property, described in **Appendix D** attached hereto (the “Property”), over a period of twenty years.

C. Owner has previously executed a mortgage, deed of trust, dated _____, 20__, to the Lender, covering the Property, to secure a promissory note in the sum of \$ AMOUNT OF LOAN, and recorded on _____, 20__ at Liber ____, Page _____, _____ County Register of Deeds.

D. Repayment by the Property Owner under the PACE Special Assessment Agreement will be a statutory assessment levied against the Property notice of which shall be recorded against the Property in the Office of the County Clerk/Register of Deeds for Hillsdale County, Michigan, and which assessment, together with interest and any penalties, shall constitute a lien (the “Lien”) on the Property, and shall be collected subject to the terms agreed to between the parties and as contained in the PACE Special Assessment Agreement.

Consent and Acknowledgement

Lender acknowledges that it has been informed of the Property Owner’s participation in Hillsdale PACE Program, and agrees that Property Owner’s execution of the PACE Special Assessment Agreement will not constitute a default under Lender’s Deed of Trust.

Execution of this Consent and Acknowledgement by Lender’s representative shall constitute full and complete consent to the Property Owner’s participation in Hillsdale PACE Program.

Hillsdale PACE Special Assessment Agreement

Name of Lender: _____

Date: _____

By: _____

Title: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____, on behalf of _____.

_____, Notary Public
_____ County, State of _____
Acting in _____ County
My Commission Expires:

City of Hillsdale

Agenda Item Summary

Meeting Date: July 15, 2019

Agenda Item: New Business

SUBJECT: Waste Water Treatment Plant HVAC System Replacement

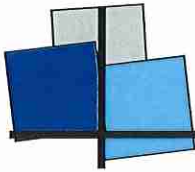
BACKGROUND PROVIDED BY STAFF:

The HVAC unit for the main building was pieced together and became inoperable a year and a half ago. During this time a furnace was installed in the basement to get by until a permanent fix was engineered. Three window air conditioning units were also installed in the lab area. There was \$250,000 budgeted for in the 2020 capital budget for this project. The additional amount for this project was included in the interdepartmental loan. This project was put out for bid with two bidders responding with the following bids:

Core Mechanical	\$374,750
Foulke Construction	\$362,200

A meeting was held on June 18th to discuss other options, the outcome of that meeting was that the option presented was the best option. This project requires tear out of the old system and installing a new system throughout the entire main building and replacing exhaust fans that are inoperable, new lights replacing original ones and a new ceiling grid. This also includes a chlorine alarm system bringing the ventilation system back up to standards. This system will provide adequate ventilation, providing a safe environment for the employees and equipment in the building. The attached information gives a detailed breakdown of the current condition of the equipment and what is needed to bring the system back up to standards.

RECOMMENDATION: Staff recommends awarding the bid to replace the Waste Water Treatment Plant HVAC system to Foulke Construction for the amount of \$362,200.



MENDE ENGINEERING SOLUTIONS, LLC
ENGINEERS DESIGNERS & CONSULTANTS

4051 MERIDIAN RD
Addison, Michigan 49220

PH: 517.437.6998
www.mendeengineeringsolutions.com

July 2, 2019

Chris McArthur
Director
Hillsdale Board of Public Utilities
45 Monroe Street
Hillsdale, MI 49242
(via: cmcarthur@hillsdalebpu.com
Copy: BBriggs@hillsdalebpu.com)

RE: HVAC Upgrades to WWTP Building Galloway Drive

Dear Chris

We have attached the bid summary of the public bid opening conducted on May 31, 2019 for the HVAC upgrades to the Waste Water Treatment Plant on Dalloway Drive. The pre bid and bid process is summarized as follows:

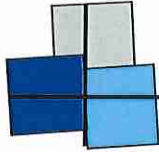
1. Advertisement for bid – May 1, 2019
2. Construction Documents – May 13, 2019
3. Mandatory pre-bid walk thru – May 15, 2019
4. Public Bid Opening – May 31, 2019

Two out of the four contractors that attended the pre-bid meeting submitted a bid proposal. The project required that the contractor purchase labor, performance and material bonds. These prices are shown separately on the bid summary. A construction contingency of \$25,000 is also being carried with the project. This money is not part of the bidder's contract; however it is included in the overall budget.

The apparent low bidder is the Foulke Construction Company. Additionally, the prime sub-contractors are Howell's Mechanical and Clark Electric. Both sub-contractors have a good working relationship with Foulke and this carries a very strong advantage.

We note that the extent of the required project work and additional, necessary systems included in the project had a direct impact on the increase in bid proposal costs. The system was designed to provide the required ventilation in the WWTP areas as well as in the lab/office area. The new systems represent a 25 year fix for systems that have been in-operable or in dis-repair for many, many years. The attached report discusses the existing conditions and the proposed renovations within the bid scope of work.

We recommend that the Board award the bid for the Base Bid amount, and execute a contract for \$362,200.00 with the Foulke Construction Company. We have requested that the contractor review their bid proposals for potential cost deductions. We have received input on this and would estimate that approximately \$23,000 in deductions is possible. The voluntary deducts need to be reviewed more thoroughly. Should the



MEDE ENGINEERING SOLUTIONS, LLC

PH: 517.437.6998

2

deductions prove to be a worthwhile advantage to the BPU, a Change Order directing the contractor to implement these savings will be initiated.

Anticipating we move forward following the results of the Board meeting, we will initiate the necessary communication with the perspective bidder. The successful bidder will receive a "Notice to Award" letter. This letter will explain the documents the contractor is required to submit within 10 days of receipt. These include, for instance, insurance certificates, bonds, and the schedule of construction values (costs for each trade).

The successful bidder will also receive a "Notice to Proceed" letter. This letter allows the contractor to begin preliminary work on the project without an executed contract. This work includes submitting equipment shop drawings for review by Mende Engineering Solutions, in order to release the equipment for manufacturing.

Once all the post bid documentation is received, a contract will be executed. The construction details and logistics will be discussed and coordinated during a pre-construction meeting. This meeting will be conducted as we move closer to the actual start of work.

If there are any questions regarding this summary, please feel free to contact me. We look forward to continuing our work with the Hillsdale Board of Public Utilities as we anticipate a successful construction project.

Sincerely,

JoAn K. Mende

JoAn K. Mende, PE

President

MEDE ENGINEERING SOLUTIONS, LLC



Waste Water Treatment Plant

This report summarizes the existing conditions and culmination of the design work for the HVAC system at the Waste Water Treatment Plant.

The base bid project included the demolition of an air handling unit and supporting systems in the Filter Gallery. This AHU has not operated in years. The unit is inoperable in its existing condition. The lack of ventilation in the area has contributed to the excessive moisture and humidity in the area. The build-up of moisture has caused the deterioration of the equipment.

The photo on the left shows this unit. The photo on the right shows the supply duct in the Filter Gallery. There has not been any air supply in the Filter Gallery for several years.



There is a roof mounted exhaust fan that serves the Filter Gallery, however it is ineffective. Due to the physical location of the exhaust duct, air flow in the lower level does not circulate throughout the space. The exhaust duct is located in a remote corner of the level, obstructed by a wall and mechanical systems.



This exhaust duct can be seen in the photo below in the rear of the picture on the left.



The above picture on the right shows the supply duct in the lower level. There is also no supply air into the lower level. The air handler that served the lower level has been removed. Additionally the boiler that served these air handling units has been removed, as it basically rusted in place.

The new HVAC systems for the Filter Gallery and lower level were designed to comply with ventilation rates established in the Recommended Standards for Wastewater Facilities 2014 Edition (<http://www.healthresearch.org/store/ten-state-standards>)

These guidelines established the ventilation rates for the Filter Gallery and lower level. The Filter Gallery is designed for 10 air changes per hour and the lower level is designed for 6 air changes per hour. Two units were included in the bid package, one for each area of the building. These units will provide both supply and exhaust air and will be located at grade on the east side of the building. Ductwork will enter the building through existing openings in the exterior wall. The increased ventilation rates, along with the addition of air distribution ductwork will mitigate the corrosive environment that currently exists in these areas.

The laboratory and office areas were designed to be served by a 5 Ton, gas fired HVAC unit. This unit will be located at grade on the east side of the building. The ceiling tiles as well as lighting systems in this area of the building also needed to be upgraded. A new ceiling as well as LED lights was part of the bid package. A plan of ventilation system is attached.



Additionally all roof mounted exhaust fans were included to be replaced. A new Chlorine gas detection system as well as Hydrogen Sulfide gas detection system was included in the bid package. The gas detection sensors will activate the exhaust fan for these areas when a high limit is reached.

In summary, the project grew in scope and budget from a ventilation system for the plant into a system that incorporates the following:

1. Ventilation equipment that complies with the industry accepted practice of the Ten State Standard for Waste Water Facilities for the Filter gallery and Lower level.
 - a. The equipment, located outside due to size, required additional site work to provide for concrete equipment pads and additional ductwork to be routed from the equipment into the building.
2. A new chlorine gas detection system which integrates the operation of a new exhaust fan. The gas detection system includes local audio and visual alarms.
3. A new Hydrogen Sulfide gas detection system with a new exhaust fan.
4. New exhaust fans for the entire facility.
5. New HVAC system for the lab / office area.
6. New ceiling grid and tiles in the lab / office area.
7. New LED lighting in the lab / office area.

The system is complete and provides the necessary ventilation for plant operations as well as personnel safety. The existing residential furnace that is providing the only source of heating and cooling to the entire facility is unsatisfactory and lacks the robustness to provide ventilation to the plant areas. The designed ventilation and safety systems included in the 2019 HVAC Upgrades project are absolutely necessary for continued operation of the waste water treatment facility.

BID RESULTS
 2019 - HILLSDALE WWTP HVAC LIGHTING RENOVATIONS
 05/31/19

CONTRACTOR	BID SECURITY (BOND, CHECK)	BASE BID	PERFORMANCE LABOR MATERIAL BOND	BASE BID + PERFORMANCE BONDS	TOTAL: BASE, BOND, plus \$25,000 CONTINGENCY	GRAND TOT: BASE, BOND, CONTINGENCY	VOLUNTARY DEDUCT	COST FOR NEW CEILING	COST FOR ROOF EXHAUST FANS	COST FOR LED LIGHTING
ALLIED BUILDING GROUP										
ADDENDA ACKNOWLEDGED: 1; 2; 3; 4 EXCEPTIONS TO BID: ON SITE PERSONNEL: _____ ANTICIPATED DAYS FOR DELIVERY OF ITEMS: _____ MANUFACTURERS AND SUBCONTRACTORS:										
CORE MECHANICAL	BID BOND	573,900	850 ⁰⁰	574,750				\$12,250	\$17,500	\$24,800
ADDENDA ACKNOWLEDGED: 1; 2; 3; 4 EXCEPTIONS TO BID: ON SITE PERSONNEL: _____ ANTICIPATED DAYS FOR DELIVERY OF ITEMS: _____ MANUFACTURERS AND SUBCONTRACTORS:										
FOULKE CONSTRUCTION	BID BOND	358,000	4200	362,200			(20,000) (1,150)	\$8,000	\$12,000	\$22,000
ADDENDA ACKNOWLEDGED: 1; 2; 3; 4 EXCEPTIONS TO BID: ON SITE PERSONNEL: _____ ANTICIPATED DAYS FOR DELIVERY OF ITEMS: _____ MANUFACTURERS AND SUBCONTRACTORS:										
PAUL BENGAL COMPANY										
ADDENDA ACKNOWLEDGED: 1; 2; 3; 4 EXCEPTIONS TO BID: ON SITE PERSONNEL: _____ ANTICIPATED DAYS FOR DELIVERY OF ITEMS: _____ MANUFACTURERS & SUBCONTRACTORS:										

DID NOT BID

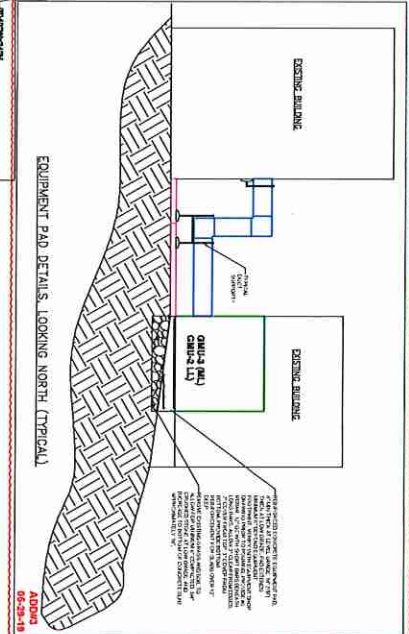
DID NOT BID

1:50

1:53



HVAC PLAN - MAIN LEVEL
SCALE: 3/16" = 1' - 0"



- HVAC KEY NOTES:**
- 1) ROUTE DUCT CLOSE TO BEAM AS POSSIBLE.
 - 2) ROUTE DUCT 3'-0" ABOVE GRADE, BY PERMITS OR EQUIVALENT.
 - 3) ROUTE DUCT AT 6'-4" ABOVE GRADE, SUPPORT WITH PRE-CAST DUCT STANDS BY PERMITS OR EQUIVALENT.
 - 4) ROUTE DUCT AT 7'-4" ABOVE GRADE, SUPPORT WITH PRE-CAST DUCT STANDS BY PERMITS OR EQUIVALENT.
 - 5) ROUTE DUCT AT 8'-0" ABOVE GRADE, SUPPORT WITH PRE-CAST DUCT STANDS BY PERMITS OR EQUIVALENT.
 - 6) SLACK OFF LEAVING UNDER ME. SUPPORT OF LEAVING UNDER ME IN TOP PORTION OF LEAVING ABOVE EXH IN LOWER PORTION OF LEAVING.



Project Number	193300
Date	12-20-18
Drawn By	AJD
Checked By	JKM
Approved By	JKM
Street No.	M-2
Scale	NONE

MECH PLAN UPPER LEVEL
MAIN BUILDING
HVAC AND LIGHTING
RENOVATIONS

CITY OF HILLSDALE
WASTE WATER TREATMENT PLANT
GALLOWAY DRIVE
HILLSDALE, MICHIGAN 49242

MENDE ENGINEERING SOLUTIONS, LLC
ENGINEERS, DESIGNERS & CONSULTANTS
4051 Meridian Rd.
Addison, MI 49220
Phone: 517-437-6998

City of Hillsdale Agenda Item Summary

Meeting Date: July 15, 2019

Agenda Item: New Business

SUBJECT: Waste Water Treatment Plant Project Change Order #14

BACKGROUND PROVIDED BY STAFF:

Per the Letter of Understanding, Change Order #14 is a deduct change order that will balance the contract with LD Dosca. This includes a deduct for Digester Concrete Repair, change order #12, Change Order #13 and contract adjustment for Liquidated Damages. This change takes their contract price from \$7,553,609.55 down to \$7,490,328.05. This is the final change order for LD Dosca as their portion of the project is now complete. Final payment for the project to LD Dosca will be approved by the BPU Board. Change Order #14 has been approved by the BPU Board.

RECOMMENDATION: Staff recommends approving Change Order #14 for the credit amount of \$63,281.50.

CHANGE ORDER
No. 14

OWNER City of Hillsdale BPU
 CONTRACTOR L.D. Docsa Associates, Inc.
 Contract: _____
 Project: 2015 Wastewater System Improvements (SRF Project Nos . 5610-01 & 5610-02)
 OWNER's Contract No. _____ ENGINEER's Project No. 812235
 ENGINEER Fleis & VandenBrink

The Contract is modified as follows upon execution of this Change Order:

Description:

Pricing adds / (removes) the following items in the contract:

Item No.	Description	Price
1	<u>Digester Concrete Repair</u> Providing a credit for the digester concrete repair which was not necessary during the project. Type A Repair – \$ (2,850.00) Type B Repair – \$ (4,841.50) Type C Repair – \$ (6,900.00) Type D Repair – \$ (5,150.00) Type E Repair – \$ (5,450.00) Type F Repair – \$ (14,000.00)	\$ (39,191.50)
2	<u>Change Order 12 – Digester Gas Piping T&M Deduct</u> Total change order was issued not to exceed \$ 60,527.25. LDD provided documentation of Time and Materials for \$ 60,527.25 in the meeting held between LDD and F&V on May 14, 2019.	\$ (0.00)
3	<u>Change Order 13 – Tertiary Filter Tank Floor Removal T&M Deduct</u> Total change order for the Tertiary Filter Tank Floor Removal line item was issued not to exceed \$ 40,590.00. LDD provided documentation of Time and Materials for \$ 27,500.00 in the meeting held between LDD and F&V on May 14, 2019.	\$ (13,090.00)
4	<u>Contract Adjustment</u> Contract adjustment for \$11,000 as agreed upon in the meeting held between LDD and F&V on May 14, 2019.	\$ (11,000.00)

NET DEDUCT SUBTOTAL: \$ (63,281.50)

Attachments:

- PCO #36 Final Change
- Letter of Understanding (May 21, 2019)
- Revised Letter of Understanding (June 13, 2019)

CHANGE IN CONTRACT PRICE:	
Original Bid Price	\$ <u>7,761,100.00</u>
Net Increase (Decrease) from previous Change Order Nos. <u>1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13:</u>	\$ <u>(207,490.45)</u>
Contract Price prior to this Change Order:	\$ <u>7,553,609.55</u>
Net Increase (Decrease) of this Change Order not to exceed:	\$ <u>(63,281.50)</u>
Contract Price incorporating this Change Order not to exceed:	\$ <u>7,490,328.05</u>

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	Substantial completion: <u>600 days</u> Ready for final payment: <u>650 days</u>
Net change from previously approved Change Order Nos. <u>1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13:</u>	Substantial completion: <u>410 days</u> Ready for final payment: <u>388 days</u>
Contract Times prior to this Change Order:	Substantial completion: <u>1,010 days</u> Ready for final payment: <u>1,038 days</u>
Net increase (decrease) of this Change Order:	Substantial completion: <u>0 days</u> Ready for final payment: <u>266 days</u>
Contract Times incorporating this Change Order:	Substantial Completion: <u>1,010 days</u> Ready for final payment: <u>1,304 days</u>

RECOMMENDED:

By: *[Signature]*
ENGINEER (Authorized Signature)
Title: Project Manager
Date: 7/2/19

APPROVED:

By: _____
OWNER (Authorized Signature)
Title: Director of Utilities
Date: _____

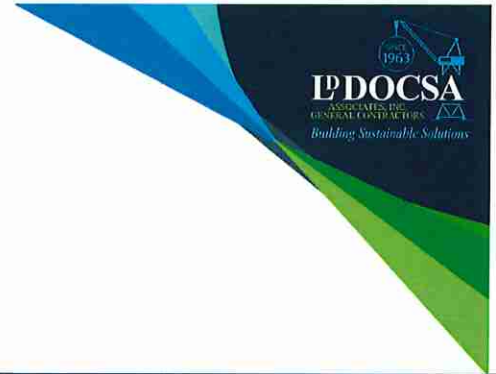
ACCEPTED:

By: _____
CONTRACTOR (Authorized Signature)
Title: _____
Date: _____

Approved by Funding Agency (if applicable):

By: _____ Date: _____
Title: _____

POTENTIAL CHANGE ORDER



TO: Sam Bender
Fleis & Vandenbrink Engineerin
2960 Lucerne Drive SE
Suite 100
Grand Rapids, MI 49546
Ph: (616) 977-1000 Fax: (616) 977-1005

PCO NUMBER: 36 **DATE:** 5/14/19
PROJECT: 15-100 Hillsdale WWTP-2015 Improvemnt **PHONE:**

PCO

Description: Final Change
Reason: Owners Request

We are pleased to offer the following specifications and pricing to make the following changes:

Description	Labor	Material	Equipment	Subcontract	Other	Price
Digester Gas Piping				\$60,527.25		\$60,527.25
Tertiary Floor				\$27,500.00		\$27,500.00
					Subtotal:	\$88,027.25
General Contractor Subcontractor Overhead @ 5%				\$88,027.25		\$0.00
General Contractor Labor and Material Overhead @ 15%						\$0.00
					Total:	\$88,027.25

SUBMITTED BY: Scott DeVoll

L.D. Doca Associates, Inc.

APPROVED BY: _____

DATE: _____

If you have any questions, please contact our office.



May 21, 2019

Mr. Jason Docsa, PE
President
L.D. Docsa Associates, Inc.
300 S. 8th Street
Kalamazoo, MI 49009

**RE: Hillsdale 2015 Wastewater System Improvements
Letter of Understanding for Completion of Contract**

Dear Mr. Docsa:

As certain Contract items remain to be completed and acceptable documentation for time and material work has not been received, a meeting was held with representatives of the Engineer, Fleis & VandenBrink (F&V) and the Contractor, L.D. Docsa Associates (LDD). This Letter of Understanding summarizes the resolution of the six Contract completion and payment items discussed at your office on May 14, 2019. A summary of the items discussed and the corresponding resolution follows:

1. **Heat Trace on Flare Gas Line:** LDD will provide the heat trace system on the biogas line to the flare as specified in the Contract. LDD will provide submittals for the heat trace currently installed as outlined in the Contract to allow the Engineer to confirm that it meets the Contract requirements. The submittal will include information on any and all components necessary for completing the specified system.
2. **Spare Parts:** The spare parts for the primary and digested sludge pumps are currently scheduled to ship on May 24, 2019, and will be delivered to the City once they are received by LDD. The grinder requires a lip seal when replacing the cutting blades. Two lip seals should be provided with the replacement cutting parts. LDD believes that the City has received all spare parts for the digester mixer. LDD is going to confirm that the mixer parts have been delivered to the City. If the City has not received the mixer parts, LDD will provide them. It was confirmed with the biogas flare manufacturer that no special tools for checking, testing, parts replacement or maintenance are necessary, email attached.
3. **Time and Material Change Orders:**
 - a. Change Order 12: LDD requested a change order for additional work on the stainless steel biogas piping. F&V believed that the proposed charges of \$71,241.45 were excessive based on available information. LDD explained that the Certified Payroll Reports do not reflect additional work performed by Hurst Mechanical off site to fabricate the piping assemblies. It was agreed in the meeting that LDD would be paid \$60,527.25, the full not to exceed amount of Change Order 12.
 - b. Change Order 13: A portion of this requested change order included time and material changes to remove the grout from the bottom of the tertiary filter tank. LDD requested \$38,203.83 for the completed work. After discussion during the meeting, F&V agreed to a total cost of \$27,500.00 for Change Order 13, Item Number 8. LDD reduced costs for man hours and equipment rental to achieve the lower figure.

2960 Lucerne Drive SE
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005
www.fveng.com

4. **Digester Flow Meter Transmitter:** LDD and its subcontractors have been trying to obtain a replacement transmitter for the digester flow meter for several months. It was recently discovered that the manufacturer no longer has the replacement parts and has discontinued them. A solution was offered by LDD and rejected by F&V. LDD then provided F&V with a resubmittal for a replacement flow tube and transmitter by a different manufacturer. F&V reviewed the proposed solution and needs additional documentation submitted.
5. **Record Drawings:** The Contract requires LDD to maintain a record set of drawings at the job site and deliver them to the Engineer upon completion. LDD provided F&V with the requested record set of drawings during the meeting. F&V will scan the drawings and return to LDD. LDD will also reach out to all subcontractors and have them provide markups on all the sheets they performed work on. LDD and F&V will sit down and go over sheet by sheet the modifications that were made in the field. Once all compiled, F&V will draft a clean set of record drawings to provide to the Owner.
6. **Liquidated Damages:** Liquidated Damages leading up to Substantial Completion accrued to a total amount of \$22,000.00. Liquidated Damages after final completion are accruing at a rate of \$1,300.00 per day as of the Final Contract Completion date (March 1, 2019). As an incentive to quickly complete the Contract, F&V agreed to assess LDD only half of the accrued Liquidated Damages prior to Substantial Completion (\$11,000.00), and set the Final Completion date at June 21, 2019. If the outstanding items in this letter are not completed by June 21, 2019, Liquidated Damages will be assessed at \$1,300 per day.

Attached is a draft Change Order 14 reflecting the items discussed in our meeting and the credits for the concrete repair work that was not performed. Change Order 14 will be finalized once LDD completes the Contract. If the Contract is completed by June 21, 2019, additional Liquidated Damages will not be assessed.

The intent of this Letter of Understanding is to document the disposition of the six items presented herein. The referenced Contract and all conditions remain in full force and effect. Completing the six items will allow the Engineer to deem the Contract complete and move toward closeout.

Please sign in the space below to acknowledge and accept the terms outlined in this Letter of Understanding.

Please contact us if you have any questions. We look forward to timely resolution and Contract closeout.

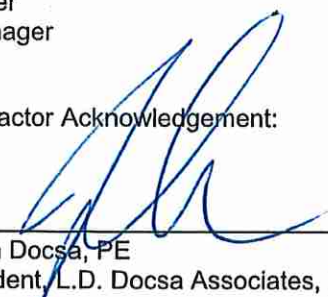
Sincerely,

FLEIS & VANDENBRINK


Corey Turner
Project Manager


Jeff Pugh, P.E.
Process Group Manager, Senior Associate

Contractor Acknowledgement:



Jason Docsa, PE
President, L.D. Docsa Associates, Inc.

Date

6-4-19

- cc. Chris McArthur, Hillsdale Board of Public Utilities
David Mackie, City of Hillsdale



June 13, 2019

Mr. Jason Docsa, PE
President
L.D. Docsa Associates, Inc.
300 S. 8th Street
Kalamazoo, MI 49009

**RE: Hillsdale 2015 Wastewater System Improvements
Letter of Understanding for Completion of Contract – Revised**

Dear Mr. Docsa:

This letter revises the Letter of Understanding issued on May 21, 2019 and signed on June 4, 2019.

All work of the Contract is to be completed by June 21, 2019 with exception to the digested sludge flow meter. The flow meter must be installed and started up by June 28, 2019 to avoid additional Liquidated Damages.

Please contact us if you have any questions. We look forward to timely resolution and Contract closeout.

Sincerely,

FLEIS & VANDENBRINK


Corey Turner
Project Manager


Jeff Pugh, P.E.
Process Group Manager, Senior Associate

cc. Chris McArthur, Hillsdale Board of Public Utilities
David Mackie, City of Hillsdale

City of Hillsdale

Agenda Item Summary

Meeting Date: July 15, 2019

Agenda Item: New Business

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

BACKGROUND PROVIDED BY STAFF:

As directed by the Hillsdale Board of Public Utilities, a review of the Rules and Regulations has been completed. Staff recognized a number of changes to the rules that were needed. 2009 was the last update to the rules and regulations, with a number of procedures changing in the interim. The red line version points out all of the needed changes addressed by this review with a number of changes already being implemented. A number of meetings were held with staff and a final meeting being held with the Finance & Administration Committee July 2nd. A few changes were proposed and made by the committee. All Changes are shown in a “red line” version of the document.

RECOMMENDATION: The Hillsdale Board of Public Utilities recommends approving the Rules and Regulations as amended.

RESOLUTION NO. _____

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

WHEREAS, the Hillsdale Board of Public Utilities has heretofore adopted and implemented various rules and regulations which it deemed necessary to carry out its function of the management of the municipal utilities, including provisions regarding customer service security deposits and has established certain fees and charges, and

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

WHEREAS, the Hillsdale Board of Public Utilities has determined that it is necessary to again amend its “Customers Service, Electric, Water and Sewer Department Rules and Regulations”, and

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

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

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

The foregoing Resolution was duly adopted at a regular meeting of the Hillsdale City Council held on the 15th day of July, 2019.

Adam L. Stockford, Mayor

Katy Price, City Clerk

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APPENDIXES (BEGINNING ON PAGE 66)

- **Appendix I** – APPLICATION FOR SERVICE
- **Appendix II** – SCHEDULE A - FEES AND CHARGES
- **Appendix III** – LANDLORD/TENANT AGREEMENT
- **Appendix IV** – STANDARD POLE ATTACHMENT LICENSE AGREEMENT
- **Appendix V** – WIRELESS ADDENDUM TO STANDARD POLE ATTACHMENT AGREEMENT
- **Appendix VI** – BANNER PERMIT APPLICATION (HIGHWAY M-99)
- **Appendix VII** – ELECTRIC GENERATOR INTERCONNECTION REQUIREMENTS AND INTERCONNECTION STUDY AGREEMENT

CUSTOMER SERVICE PROCEDURES

Section 1

APPLICATION PROVISIONS

Application for Service

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

Outstanding Utility Bills

The BPU may refuse making utility services available to anyone who has outstanding or delinquent utility accounts with the BPU.

Section 2

DEPOSIT PROVISIONS

Our Deposit Policy

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

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

Deposit Criteria

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

New Account:

If a property can be lienied as allowed by law, then no deposit will be required. However, ONLINE Utility Exchange will be used to verify identity.

If a property cannot be lienied as allowed by law:

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

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

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

Existing Account:

Any existing customer who becomes delinquent and has had two or more disconnects in any consecutive 12-month period, shall be deemed to have an unsatisfactory payment record and

must pay a maximum deposit to continue service. The maximum deposit will be an amount equal to a 2-month average for service at that address.

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

Deposit Duration

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

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

Section 3

METER READING

Utility Meters and Meter Readings

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

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

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

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

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

Meter Accuracy

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

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

Section 4

BILLING PROVISIONS

Billing Accuracy

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

Overcharges:

- If the BPU overcharges a customer due to a billing error such as an incorrect billing code, incorrect reads, or an account not properly established, the BPU shall refund or credit the amount of the overcharge. No adjustment, refund or credit so made or given shall be for a period in excess of 24 months.
- If a meter tested is found to be more than 2% fast, the BPU shall refund to the Customer an amount equal to the excess charge for the utility metered for a period equal to the time elapsed since the previous test, but not to exceed 12 months.

Undercharges:

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

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

Billing Period and Estimated Bills

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

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

Budget Billing

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

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

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

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

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

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

Automatic Bill Payment

Customers also have the option of applying for the automatic bill payment program. This program allows the Customer to have their utility bill deducted from their designated financial institution account on the billing due date. The Customer will still receive their

monthly billing information in the mail. The Customer can cancel this program at any time.

Service Fees

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

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

Section 5

DISPUTE PROVISIONS

General

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

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

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

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

Usage Concerns

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

Section 6

METER TAMPERING

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

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

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

Section 7

PAYMENT PROVISIONS

General

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

Pay in Person

The BPU has office hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. Utility bills can be paid in person or mailed to the BPU Office, 45 Monroe Street. The BPU also has a night depository box that can be used to make payments which is located next to the front door at the BPU Office. Payments can also be made in person at Nash Drugs..

Pay by Mail

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

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

On occasion the BPU has received utility payments late even though the Customer believes they have mailed them on time. To avoid possible delays by the postal service, we suggest payments be mailed 3 to 5 days in advance of the due date. Payments are only considered received once they have arrived directly at the BPU Office, and will be keyed the same day as received. Bills paid at “outside sites” are not considered paid until they are received at the BPU Office, and as such, can be subject to late charges and non-payment disconnection as provided herein. Payments made at “outside sites” are generally picked up and keyed the following business day.

Pay by Phone

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

Online Payment

Payments can also be made via the City of Hillsdale website. Bills may be paid by credit card, debit card, or electronic check 24 hours a day with a 3% service fee. The link to pay a utility bill online can be found below:

https://bsaonline.com/OnlinePayment/OnlinePaymentSearch/?PaymentApplicationType=10&uid=177&site_transition=true

For all methods of payment: The Customer has the duty to notify the BPU if a bill is not received. Any customer whose account for utility service is in arrears shall pay the billed amount plus any late charges assessed. Payments are applied first to the current bill and then applied progressively to those in arrears.

Returned Checks

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

Responsibility

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

Final Bill Collection

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

Collection by Lien

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

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

Payment Arrangements

Satisfactory payment arrangements, at a minimum, shall be the monthly current bill plus 1/6th of the past due.

Landlord Tenant Agreement

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

Section 8

SERVICE TERMINATION PROVISIONS

Termination Procedures Related to Moving

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

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

Termination for Nonpayment

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

- **Final Notice** When a payment is not received by the stated due date on the bill, or within the two-day grace period, a final notice shall be mailed to the Customer and a late charge of 2% assessed against the account. This will indicate a "Pay By" date for payment to be received, or for satisfactory payment arrangements to be made, in order to avoid possible disconnection. (Senior Citizens will not be assessed a late charge; however, they will receive the letter.)
- **Disconnection** Approximately 12 calendar days after the final notice, if payment is not received, a door hanger will be delivered to the service address which will give an additional 2 calendar days to make payment. A trip charge will be assessed for delivering the door hanger in accordance with "Schedule A – Fees and Charges." If payment is not received, the service will be disconnected. A trip charge for disconnection will be assessed in accordance with Appendix II, "Schedule A – Fees and Charges." If disconnection occurs, payment must be made before reconnection is granted. A reconnection fee will be assessed in accordance with Appendix II, "Schedule A – Fees and Charges."

Termination for Other Reasons

Without Notice The BPU reserves the right to terminate utility service to any customer, without notice, for any of the following reasons:

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

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

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

Life Support

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

Customers with life support equipment on their service shall not be granted any preferential treatment when it comes to disconnecting for nonpayment. All customers will receive the written notifications as indicated above before disconnection.

Assistance

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

Family Independence Agency	439-2200
Community Action Agency	437-3346
Salvation Army	437-4240
Michigan 211	Dial "211"

Section 9

RESTORATION OF SERVICE PROVISIONS

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

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

Payments for restoration of service must be made at the BPU Office at 45 Monroe Street, 8:00 a.m. to 5:00 p.m., Monday through Friday.

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

Section 10

MULTIPLE DWELLINGS

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

Section 11

AFTER HOUR CHARGES

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

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

ELECTRIC DEPARTMENT

Introduction

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

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

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

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

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

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

Section 1

CHARACTER AND USE OF SERVICE

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

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

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

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

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

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

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

Section 2

APARTMENT BUILDINGS AND MULTIPLE DWELLINGS

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

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

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

Section 3

COMBINED RESIDENTIAL AND COMMERCIAL USE

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

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

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

Section 4

LINE EXTENSION POLICY

General

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

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

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

Estimated construction costs shall exclude transformers, services and meters.

1. Single Phase Extensions

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

2. Three Phase Extensions

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

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

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

3. Farm Service

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

Section 5

OVERHEAD SERVICE CONNECTIONS

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

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

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

Service runs shall be as short as practical and terminated with the connection wires extending at least thirty-six (36) inches beyond the service cap or last point of support. When on a building, such terminals shall be carefully located so as to provide adequate clearance of the service drops and connections from windows, shutters, awnings, eaves troughs, downspouts, vent pipes, radio aerials, lightning rods, chimneys, and similar appurtenances of the structure.

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

Section 6

UNDERGROUND SERVICE CONNECTIONS

Secondary Voltages

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

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

Underground services may be direct buried if constructed of approved underground cable, or they must be installed in approved underground conduit or duct, as directed by the BPU. All underground services shall be effectively protected from mechanical damage for the entire length. All exposed conduits shall be according to the National Electric Code.

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

Primary Voltages

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

Contributions for Construction

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

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

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

Section 7

TEMPORARY SERVICES

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

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

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

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

Section 8

TRANSFORMERS LOCATED ON CUSTOMER'S PREMISES

Pole mounted installations will be made entirely at the BPU expense

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

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

Section 9

METER INSTALLATION

Meter Wiring

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

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

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

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

Inspection of Electric Wiring

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

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

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

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

Service Entrance Wiring

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

Section 10

POLE ATTACHMENTS

Use of BPU Equipment

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

The BPU may enter into an agreement providing joint use of certain of its poles for approved utility or telecom purposes. The BPU may also enter into a rental agreement with a CATV company providing cable television service to customers within the BPU's service area. The use of any pole by a telephone/communications company or CATV company without first having entered into a written agreement with the BPU is prohibited.

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

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

Section 11

COGENERATION

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

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

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

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

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

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

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

2. Synchronous Generator Rated 100 KW to 1000 KW

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

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

- ❖ Electrically operated circuit breaker (52-G) on the generator circuit with the appropriate rating and opening time to coordinate with the BPU system.
- ❖ Transformer Delta-Wye connected.
- ❖ Gang operated disconnect switch with fuses.
- ❖ Ground detector on the BPU side of the transformer.
- ❖ Directional overcurrent relays (three Device 67V) for detecting faults on the BPU system and tripping the generator breaker (52G).
- ❖ Reverse power relay (Device 32) for detecting power flow in the BPU system. Relay set to trip generator breaker (52G). Relay would be set depending on the contract between the BPU and the cogenerator for amount of power sales.
- ❖ Over/under voltage relay (Devices 27/59) with timing characteristics to coordinate with the BPU system requirements. The relays will trip the generator circuit breaker (52G) abnormal voltage conditions.
- ❖ Over/under frequency relays (Devices 81/OF and 81/UF) with timing characteristics to coordinate with the BPU system. The relays will trip the generator breaker (52G) for abnormal frequency conditions.

- ❖ Two service entrance watt-hour demand meters with detents. One would meter power flow into the Customer and one would meter power flow out of the Customer.
- ❖ Required protective devices for the cogeneration equipment.
- ❖ Synchronizing equipment consisting of incoming and running voltmeters, lights and synchroscope.

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

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

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

In order to overcome the potential problems of: **(1)** Having the synchronous generator feed a BPU system fault thus causing excessive damage to the BPU system and the cogenerator's system; **(2)** Flowing power into the BPU system unless contracted for; **(3)** Exposing the BPU system to voltage and frequency fluctuations during periods when the power source is interrupted; **(4)** Ensuring the distribution circuit is deenergized when the BPU source breaker is open; and **(5)** Providing adequate protection for the supply transformer, the following is recommended and any or all may be required by the BPU:

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

- ❖ Electrically operated circuit breaker on the incoming circuit with the appropriate rating and opening time to coordinate with the BPU system.
- ❖ Transformer Delta-Wye connected.
- ❖ Gang operated disconnect switch.
- ❖ Ground detector on the BPU side of the transformer.
- ❖ Directional overcurrent relays (three Device 67V) for detecting faults on the BPU system and tripping incoming breaker.
- ❖ Reverse power relay (Device 32) for detecting power flow into the BPU system. Relay set to trip incoming breaker. The relay would be set depending on the contract between the BPU and the cogenerator for amount of power sales.

- ❖ Over/under voltage relay (Devices 27/59) with timing characteristics to coordinate with the BPU system requirements. The relays will trip the incoming circuit breaker for abnormal voltage conditions.
- ❖ Over/under frequency relays (Devices 81/OF and 81/UF) with timing characteristics to coordinate with the BPU system. The relays will trip the incoming breaker for abnormal frequency conditions.
- ❖ Phase time overcurrent relays (three Device 50/51) with instantaneous on the line side of the incoming breaker. The relays will trip the incoming breaker. Relays to provide transformer protection and the BPU coordination.
- ❖ Ground fault relay (one Device 51N) on the line side of the incoming breaker.
- ❖ Two service entrance watt-hour demand meters with detents. One would meter power flow into the Customer and one would meter power flow out of the Customer.
- ❖ Required protective devices for the cogeneration equipment,
- ❖ Synchronizing equipment consisting of incoming and running voltmeters, lights and synchronizing scope.

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

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

Section 12

NET METERING PROGRAM

Eligibility

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

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

Enrollment

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

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

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

Generator and Generator Interconnection Requirements

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

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

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

Metering Requirements

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

Billing

Participating customers will be billed based on the net difference between the amount of electrical energy used and electrical energy generated. If the amount of electrical energy generated exceeds the amount consumed the bill will include a generation credit. Net Excess Generation (NEG) Credits for the electrical energy generated above the current month's consumption will be carried over to the next billing period.

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

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

Net Excess Generation Credits

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

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

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

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

Program Availability

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

Program Termination

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

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

Customer Owned Generation Interconnect Policy

Intent

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

Guidelines

1. Hillsdale Board of Public Utilities

- a. Will ensure the interconnection is in compliance with Public Utility Regulatory Policies Act (PURPA) and Federal Energy Regulatory Commission (FERC) rules and regulations, as applicable.
- b. Will inform potential power producers that they have the responsibility to comply with all federal, state, and local regulations.
- c. Will, upon completion of a satisfactory Interconnection Study, provide interconnection service to any electric consumer installing a less than 30 kW generation unit. Service is evaluated and provided on a case-by-case basis and will require a separate Interconnection and Operating Agreement.
- d. Will, upon completion of a satisfactory Interconnection Study, provide interconnection service to any electric consumer installing less than a 30 kW generating unit in which the primary energy source must be solar, biomass, waste, wind, geothermal, or approved renewable energy sources.
- e. Will own the meters utilized for billing.

2. The Customer

- a. Shall install and own conductors and equipment up to the service point as specified in the HBPU Line Extension Policy and Underground Service Connections.
- b. The Interconnection Study will be conducted at the Customer's expense.
- c. Shall make application to the HBPU for the proposed installation, obtain approval of the location, equipment, and design before starting installation of the installation, and pay any HBPU construction fees for system improvements as specified in the HBPU Line Extension Policy and Underground Service Connections.
- d. Shall submit a plan view drawing of the installation and shop drawings of switchgear to the HBPU for approval prior to finalizing orders for service equipment to avoid delays and unnecessary expense to the Customer and the HBPU.
- e. The interconnection and parallel operation of generation equipment shall be in conformance with prudent utility practices, shall maintain the

integrity of the HBPU distribution system, and ensure no adverse impacts upon the equality of service to other HBPU customers.

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

WATER AND SEWER DEPARTMENT

Section 1

USE OF SERVICE

Permits

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

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

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

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

Number of Services to One Property

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

Residences may have a second water service to supply a metered sprinkling service.

Connection of Flowing and Automatic Devices

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

Abandonment of Water Service

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

WATER DEPARTMENT

Section 1

CONSTRUCTION PROVISIONS

General

These construction provisions apply equally to new installations and to repair and replacement work and are deemed to be cooperative with and accessory to that ordinances or codes currently in effect and as the same may from time to time be amended. Prior to the construction or repair of any pipe from the water meter to the street being started, the contractor/plumber must complete an application with the BPU. There is no fee associated with this application, and the inspection will be performed free of charge during normal working hours. If an inspection is needed after normal working hours, the minimum charge set forth in Appendix II, "Schedule A -Fees and Charges," will be applicable.

Joint Construction

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

Excavation and Backfill

No excavation shall be started until all applications, permits, including street opening permits, have been obtained and the general layout of the work has been carefully planned and agreed upon.

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

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

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

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

Protection to Work and Others

Ample protection shall be provided for all persons having access to the working area. Protection during construction and protection against possible damage due to settlement or disturbance after construction shall be provided. Protection shall be provided for all adjacent piping, trees, shrubs, walks, curbs, buildings, and other structures.

Construction of Pits and Manholes Under Special Circumstances

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

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

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

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

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

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

Section 2

WATER SUPPLY TAPS AND SERVICES

Applications

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

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

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

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

Fees for Water Taps and Services

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

Enlarging or Relocating Water Taps and Services

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

New Residential Water Services

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

Meter Setting Device Installation

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

Construction of Water Services and Metering

For the fee or fees stated in Appendix II, "Schedule A – Fees and Charges," the BPU will install a suitable main connection, a service pipe, and a curb stop or gate valve with an access box located at a point which would normally be placed between the sidewalk and curb or shoulder. From this point the plumber shall install the house service pipe. Water service connections must be made only to water mains maintained by the BPU. Water connections for domestic use are prohibited from private fire protection systems. This requirement is necessary to provide the highest quality water for domestic use.

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

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

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

The house service pipe shall be run in under the floor slab of the building, at a depth of not less than 5 feet. It shall then be brought up through the floor slab, with a long bend, and terminated with an approved valve located not less than 6" or more than 10" above the floor. All required frost protective measures shall be

installed at the time the service pipe is placed and before the work is finally approved for use.

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

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

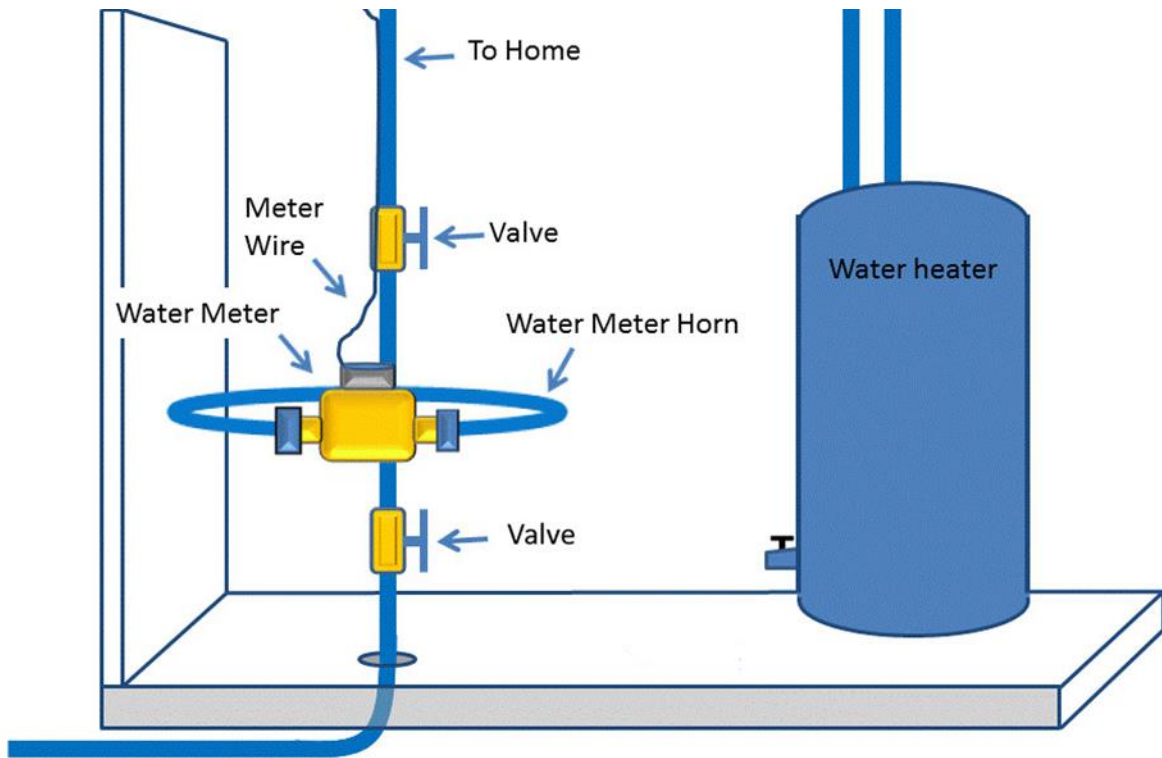
All entrance and meter piping shall be carefully installed in a neat, workmanlike manner and shall be adequately supported so that no undue strains may be placed upon the pipes, valves and/or meters.

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

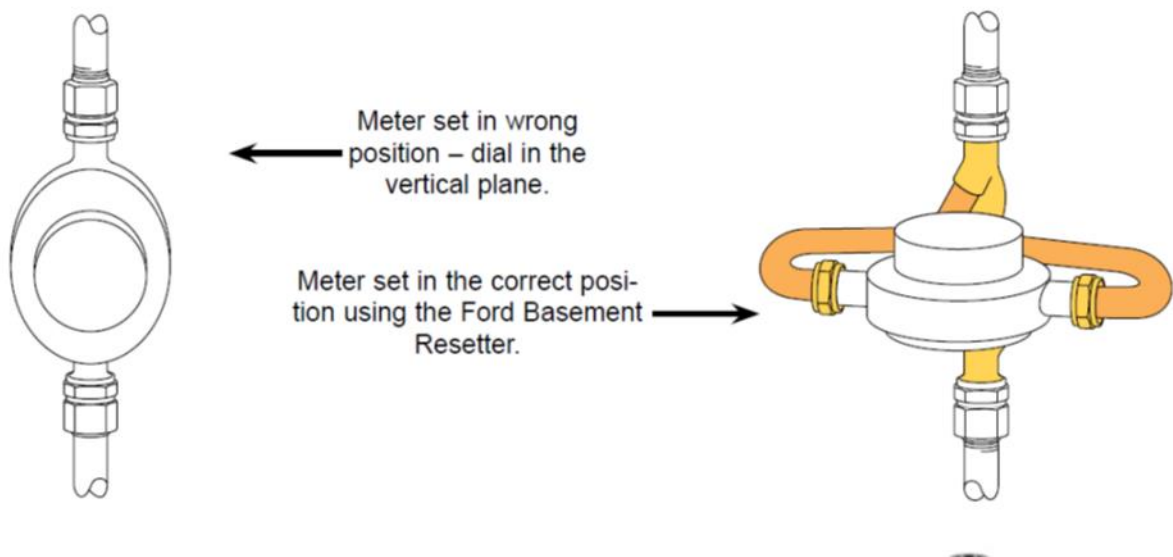
The following clearances must be maintained for proper installation of water meters and meter bars:

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

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



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



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

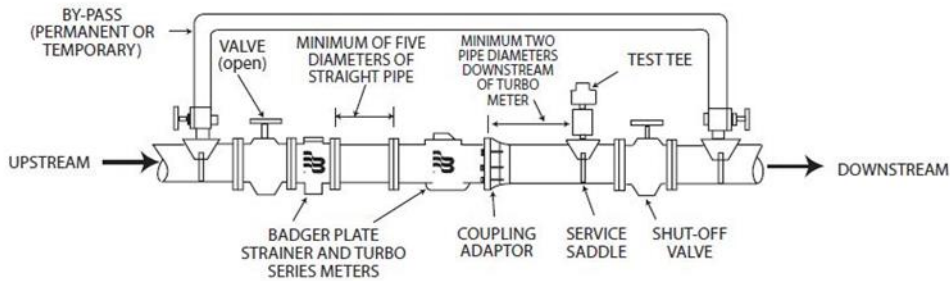


Figure 1: Recommended meter installation

Shown above is the installation for a turbo meter used in large industrial applications with a constant high flow water demand.

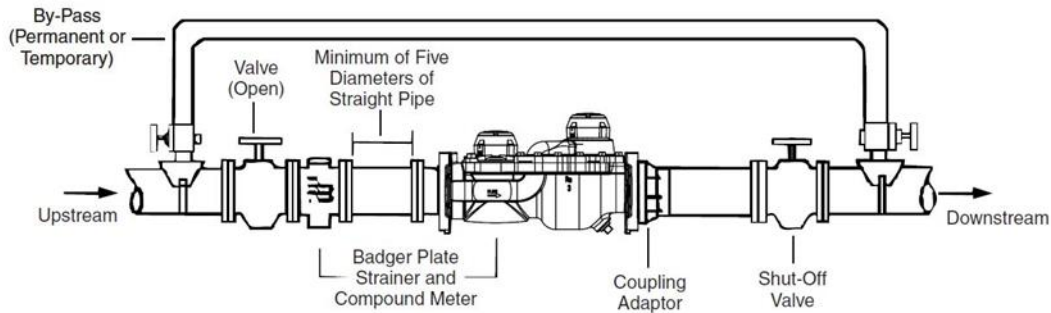


Figure 1: Recommended meter installation

Shown above is the installation for a compound meter used in commercial, industrial, and large environments like apartment complexes, medical facilities, dormitories, and schools.

No water meters shall be installed in basements, cellars, or pits that are not equipped with approved access ladders or stairs, nor in any manner that the meter reader will be required to lift excessively heavy manhole covers or other equipment or to climb into and out of difficult places. Also, the area in front of the meters must be kept clear at all times in order to gain access to them.

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

The point of entrance of the water service pipe into the basement, cellar, pit or manhole shall be carefully selected as to suitability and shall at all times be kept free and clear of

objectionable storage such as coal, wood, oils, waste materials, and similar items detrimental to the water service equipment and/or limiting access thereto.

Water Materials

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

- A. Cold drawn, soft annealed seamless copper service pipe, in 3/4", 1", 1 1/2" and 2" sizes only, of proper bending temper, u.s. Government Type K, specification WW-T -799, with approved flanged, flared or soldered type bronze connections (minimum Schedule 80 PVC is also acceptable). Each run of pipe shall be, so far as practicable, in one continuous length free from joints and splices.
- B. For 2" size and larger -copper service pipe of the type specified in (A) above, or American Water Works Association specification bell and spigot, mechanical, or push-on type joint ductile iron water main, designed for not less than 150 pounds water working pressure.

Driving Pipes

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

Taps and Services Under Paving

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

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

Section 3

WATER REGULATIONS

Water Leakage

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

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

Pollution of Water Supply-Cross Connections

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

Curb Boxes

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

Operation of Fire Hydrants

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

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

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

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

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

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

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

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

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

Use of Shut Off Keys

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

Cleaning of Service Pipes

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

Excess Pressure

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

Grounding of Electrical Circuits

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

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

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

Use Limitations

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

Section 4

WATER MAIN EXTENSION POLICY

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

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

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

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

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

SEWER DEPARTMENT

Section 1

SEWER REGULATIONS

Separation of Sewers

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

Prohibited Connection

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

Openings Below Ground Level

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

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

Stoppage of House Sewers

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

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

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

Grease Traps

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

Section 2

SEWER TAPS AND BUILDING SEWERS

General

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

Installing Sewer Taps

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

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

Inspection Fees

Application must be made with the BPU prior to any new construction, rebuild or re-laid work is started that involves reconnection to the BPU provided lateral, wye, or manhole. There is no fee associated with this application, and the inspection will be performed free of charge during normal working hours. If an inspection is needed after normal working hours, the minimum charge set forth in Appendix II, "Schedule A – Fees and Charges" will be applicable. In addition, there may be regular and/or special assessments levied for sewer construction purposes.

Connection Fees

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

Stubbing Laterals

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

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

Inspection of Sewer Connections

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

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

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

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

Point of Connection – Locating Wye

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

In attempting to locate a wye or lateral connection, an excavation shall be made at the point where the records indicate that a connection may be found, such excavation to extend not less than five feet in a dimension parallel to the main sewer and to a depth

ample for the purpose. No part of the house sewer trench shall be excavated until the wye or lateral is found or it has been definitely established that it cannot be found.

Construction of Sewers

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

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

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

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

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

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

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

SCHEDULE A

FEES AND CHARGES

1. Trip Charge (door hangers, disconnects, etc.)	\$35.00
2. Reconnection Charge (per utility) <i>*normal business hours</i>	\$35.00
3. After-Hour Services	\$150.00 <i>minimum charge</i>
4. Non-Sufficient Funds Charge	\$50.00
5. Meter Testing Fee <i>Meters are tested by an independent source; fee will be actual expense incurred by the Board.</i>	
6. New Account Fee	\$25.00
7. Meter Sockets <i>Any socket above the standard 200 amp socket will be charged difference in cost.</i>	
8. Pole Attachment Application Fee	\$25.00 <i>per pole</i>
9. Pole Attachment Annual Fee	\$10.00 <i>per pole</i>
10. Single Phase Line Extension (footage over 600 feet)	\$4.75 <i>per foot overhead</i>
\$9.00	

per trench foot underground

12. Three Phase Line Extension

Charges will be billed on a build time and material basis per Section 4 – Line Extension Policy

13. Water Tap – certain circumstances may warrant additional charges.

1”	\$1,500
1.5”	\$1,500
2”	\$1,500
Abandon Line Fee	\$1,500

(Customer is responsible for road repairs.)

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

14. Water and Sewer Construction Inspection Fee

24-hour notice must be given for requested inspection. There is no fee unless the Customer desires the inspection to be after normal working hours. The fee will then be that as stated in Item #3.

15. Sewer Tap Inspection Fee

24-hour notice must be given for requested inspection. There is no fee unless the Customer desires the inspection to be after normal working hours. The fee will then be that as stated in Item #3.

16. Prints of Maps

\$9.00

per sheet (36” x 48”)

Photo Printing

\$30.00 *per sheet*

These fees are subject to annual review.

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CUSTOMER SERVICE PROCEDURES

Section 1

APPLICATION PROVISIONS

Application for Service

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

Outstanding Utility Bills

The BPU may refuse making utility services available to anyone who has outstanding or delinquent utility accounts with the BPU.

Section 2

DEPOSIT PROVISIONS

Our Deposit Policy

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

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

Deposit Criteria

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

New Account:

If a property can be liened as allowed by law, then no deposit will be required. However, ONLINE Utility Exchange will be used to verify identity.

If a property cannot be liened as allowed by law:

1. Applicants who return no credit risk (~~Green Light returned by ONLINE Utility Exchange~~ returned by ONLINE Utility Exchange 0.0% to 10.0% risk), will pay no deposit amount; all other deposits will be as follows: (returned by ONLINE Utility Exchange 10.1% to 25.0% risk) will pay \$100, (returned by ONLINE Utility Exchange 25.1% to 50.0% risk) will pay \$175, (returned by ONLINE Utility Exchange 50.1% to 75.0% risk) will pay \$225, (returned by ONLINE Utility Exchange 75.1% to 100.0% risk) will pay \$400 ~~or who pose minimal risk (Yellow Light returned by ONLINE Utility Exchange) will be charged a deposit equal to a one (1) month average for service at that address.~~
1. ~~Applicants who pose substantial credit risk (Red Light returned by ONLINE Utility Exchange) will be charged a deposit equal to a two (2) month average for service at that address.~~

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

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

Existing Account:

Any existing customer who becomes delinquent and has had two or more disconnects in any consecutive 12-month period, shall be deemed to have an unsatisfactory payment record and must pay a maximum deposit to continue service. The maximum deposit will be an amount equal to a 2-month average for service at that address.

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

Deposit Duration

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

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

Section 3

METER READING

Utility Meters and Meter Readings

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

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

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

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

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

Meter Accuracy

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

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

Section 4

BILLING PROVISIONS

Billing Accuracy

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

Overcharges:

- If the BPU overcharges a customer due to a billing error such as an incorrect billing code, incorrect reads, or an account not properly established, the BPU shall refund or credit the amount of the overcharge. No adjustment, refund or credit so made or given shall be for a period in excess of 24 months.
- If a meter tested is found to be more than 2% fast, the BPU shall refund to the Customer an amount equal to the excess charge for the utility metered for a period equal to the time elapsed since the previous test, but not to exceed 12 months.

Undercharges:

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

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

Billing Period and Estimated Bills

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

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

Budget Billing

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

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

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

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

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

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

Automatic Bill Payment

Customers also have the option of applying for the automatic bill payment program. -This program allows the Customer to have their utility bill deducted from their designated financial institution account on the billing due date. The Customer will still receive their

monthly billing information in the mail. The Customer can cancel this program at any time.

Service Fees

A ~~service-new account~~ fee as established in Appendix II, “Schedule A – Fees and Charges.” will be charged each time a new account is established ~~or an outside rental light is set.~~

Seasonal customers re-establishing electric, water, or wastewater services will also be ~~charged the service fee~~ billed a reconnection charge, as established in Appendix II, “Schedule A – Fees and Charges.”

Section 5

DISPUTE PROVISIONS

General

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

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

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

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

Usage Concerns

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

Section 6

METER TAMPERING

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

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

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

Section 7

PAYMENT PROVISIONS

General

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

Pay in Person

The BPU has office hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. Utility bills can be paid in person or mailed to the BPU Office, 45 Monroe Street. The BPU also has a night depository box that can be used to make payments which is located next to the front door at the BPU Office.- Payments can also be made in person at Nash Drugs, ~~and City Hall.~~

Pay by Mail

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

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

On occasion the BPU has received utility payments late even though the Customer believes they have mailed them on time. To avoid possible delays by the postal service, we suggest payments be mailed 3 to 5 days in advance of the due date. Payments are only considered received once they have arrived directly at the BPU Office, and will be keyed the same day as received. Bills paid at “outside sites” are not considered paid until they are received at the BPU Office, and as such, can be subject to late charges and non-payment disconnection as provided herein. Payments made at “outside sites” are generally picked up and keyed the following business day.

Pay by Phone

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

Online Payment

Payments can also be made via the City of Hillsdale website. Bills may be paid by credit card, debit card, or electronic check 24 hours a day with a 3% service fee. The link to pay a utility bill online can be found below:

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

For all methods of payment: The Customer has the duty to notify the BPU if a bill is not received.- Any customer whose account for utility service is in arrears shall pay the billed amount plus any late charges assessed.- Payments are applied first to the current bill and then applied progressively to those in arrears.

Returned Checks

~~A check returned by the BPU BPU's depository bank for non-sufficient funds or for any other reason, may will not be deposited a second time for clearing. A charge shall be assessed in accordance with that set forth in Appendix II, "Schedule A – Fees and Charges." The BPU The BPU will require the Customer to pay by cash, certified check, or money order. ~~require a customer to pay by cash, certified check, or money order.~~~~

Responsibility

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

Final Bill Collection

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

Collection by Lien

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

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

Payment Arrangements

Satisfactory payment arrangements, at a minimum, shall be the monthly current bill plus 1/6th of the past due.

Landlord Tenant Agreement

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

Section 8

SERVICE TERMINATION PROVISIONS

Termination Procedures Related to Moving

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

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

Termination for Nonpayment

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

- ~~• Delinquent Final Notice—Notice When a payment is not received by the stated due date on the bill, or within the two-day grace period, a ~~delinquent final~~ notice shall be mailed to the ~~customer~~Customer and a late charge of 2% assessed against the account. This will indicate a “Pay By” date for payment to be received, or for satisfactory payment arrangements to be made, in order to avoid possible disconnection. (Senior Citizens will not be assessed a late charge; however, they will receive the letter.)~~

- ~~• Final Notice—Approximately 10 calendar days after the delinquent notice, if payment is not received, a final notice will be mailed to the customer which will indicate a “Pay By” date for payment to be received in order to avoid possible disconnection.~~

~~•~~

- **Disconnection** Approximately 12 calendar days after the final notice, if payment is not received, a door hanger will be delivered to the service address which will give an additional 2 calendar days to make payment. A trip charge will be assessed for delivering the door hanger in accordance with “Schedule A – Fees and Charges.” If payment is not received, ~~or satisfactory payment~~

~~arrangement made,~~ the service will be disconnected. A trip charge for disconnection will be assessed in accordance with Appendix II, “Schedule A – Fees and Charges.” If disconnection occurs, payment must be made ~~and/or satisfactory payment arrangements made~~ before reconnection is granted. A reconnection fee will be assessed in accordance with Appendix II, “Schedule A – Fees and Charges.”

Termination for Other Reasons

Without Notice The BPU reserves the right to terminate utility service to any customer, without notice, for any of the following reasons:

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

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

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

Life Support

When a customer has life support equipment on BPU service, the BPU must receive a doctor’s letter substantiating the need. - The BPU will maintain a list of those residences

with life support and supply such list to appropriate personnel for the purpose of contacting customers when there is an unforeseen or scheduled power outage. It also enables the BPU to determine where the high priority areas are on the system in an emergency. While placement on this list does help prioritize outage situations, the Customer should have alternate plans for continued support if the outage is extended.

Customers with life support equipment on their service shall not be granted any preferential treatment when it comes to disconnecting for nonpayment. All customers will receive the written notifications as indicated above before disconnection.

Assistance

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

Family Independence Agency	439-2200
Community Action Agency	437-3346
Salvation Army	437-4240
<u>Michigan 211</u>	<u>Dial “211”</u>

Section 9

RESTORATION OF SERVICE PROVISIONS

When service to a customer's premises has been terminated, the BPU will reconnect the service as soon as practical after receiving full payment—~~or satisfactory payment arrangements of the following:~~

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

Payments for restoration of service must be made at the BPU Office at 45 Monroe Street, 8:00 a.m. to 5:00 p.m., Monday through Friday.

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

Section 10

MULTIPLE DWELLINGS

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

Section 11

AFTER HOUR CHARGES

Any reconnect for nonpayment performed after normal working hours is subject to the fee as stated in [Appendix II, “Schedule A – Fees and Charges.”](#)

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

ELECTRIC DEPARTMENT

Introduction

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

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

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

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

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

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

Section 1

CHARACTER AND USE OF SERVICE

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

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

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

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

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

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

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

Section 2

APARTMENT BUILDINGS **AND** **-MULTIPLE DWELLINGS**

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

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

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

Section 3

COMBINED RESIDENTIAL AND -COMMERCIAL USE

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

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

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

Section 4

OVERHEAD-LINE EXTENSION POLICY

General

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

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

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

Estimated construction costs shall exclude transformers, services and meters.

1. Single Phase Extensions

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

2. Three Phase Extensions

- (A) Free Extensions: The BPU will construct three phase distribution line extensions at its own cost when the cost of such extensions (excluding transformers, service, and meters) to serve general service customers does

not exceed three times the total annual estimated revenue to be received from the Customer to be immediately served when the line extension is completed.

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

3. Farm Service

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

Section 5

OVERHEAD SERVICE CONNECTIONS

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

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

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

Service runs shall be as short as practical and terminated with the connection wires extending at least thirty-six (36) inches beyond the service cap or last point of support. When on a building, such terminals shall be carefully located so as to provide adequate clearance of the service drops and connections from windows, shutters, awnings, eaves troughs, downspouts, vent pipes, radio aerials, lightning rods, chimneys, and similar appurtenances of the structure.

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

Section 6

UNDERGROUND SERVICE CONNECTIONS

Secondary Voltages

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

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

Underground services may be direct buried if constructed of approved underground cable, or they must be installed in approved underground conduit or duct, as directed by the BPU.— All underground services shall be effectively protected from mechanical damage for the entire length. All exposed conduits shall be according to the National Electric Code.

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

Primary Voltages

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

Contributions for Construction

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

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

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

Section 7

TEMPORARY SERVICES

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

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

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

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

Section 8

TRANSFORMERS LOCATED ON **-CUSTOMER'S PREMISES**

Pole mounted installations will be made entirely at the BPU expense

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

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

Section 9

METER INSTALLATION

Meter Wiring

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

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

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

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

Inspection of Electric Wiring

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

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

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

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

Service Entrance Wiring

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

Section 10

POLE ATTACHMENTS

Use of BPU Equipment

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

The BPU may enter into an agreement providing joint use of certain of its poles for approved utility or telecom purposes. The BPU may also enter into a rental agreement with a CATV company providing cable television service to customers within the BPU's service area. The use of any pole by a telephone/communications company or CATV company without first having entered into a written agreement with the BPU is prohibited.

~~*Please see the Pole Attachment Agreement in Appendix IV and its Wireless Addendum in Appendix V for further information. The BPU may also issue revocable permits to any person(s) or organization(s) other than a utility or municipality, seeking to attach any wire, cable, facility or apparatus for the transmission of telecommunications or electricity. Upon application for permit, the applicant shall pay a nonrefundable application fee as set forth in Schedule A—Fees and Charges.*~~

~~*Any reconstruction work necessary to accommodate the facilities of the applicant shall be done by the BPU at the expense of the applicant*~~

~~*The annual pole rental fee shall be as agreed in the Pole License Agreement. Poles found attached in the field without permission shall be subject to three years retroactive billing.*~~

~~*The BPU may exclude or limit certain facilities from its poles. Furthermore, any poles which, in the opinion of the BPU, are necessary for its sole use will be excluded from any pole attachment permit, joint use, or rental agreements.*~~

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

Section 11

COGENERATION

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

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

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

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

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

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

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

2. Synchronous Generator Rated 100 KW to 1000 KW

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

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

- ❖ Electrically operated circuit breaker (52-G) on the generator circuit with the appropriate rating and opening time to coordinate with the BPU system.
- ❖ Transformer Delta-Wye connected.
- ❖ Gang operated disconnect switch with fuses.
- ❖ Ground detector on the BPU side of the transformer.
- ❖ Directional overcurrent relays (three Device 67V) for detecting faults on the BPU system and tripping the generator breaker (52G).
- ❖ Reverse power relay (Device 32) for detecting power flow in the BPU system. Relay set to trip generator breaker (52G). Relay would be set depending on the contract between the BPU and the cogenerator for amount of power sales.
- ❖ Over/under voltage relay (Devices 27/59) with timing characteristics to coordinate with the BPU system requirements. The relays will trip the generator circuit breaker (52G) abnormal voltage conditions.
- ❖ Over/under frequency relays (Devices 81/OF and 81/UF) with timing characteristics to coordinate with the BPU system. _-The relays will trip the generator breaker (52G) for abnormal frequency conditions.

- ❖ Two service entrance watt-hour demand meters with detents. One would meter power flow into the Customer and one would meter power flow out of the Customer.
- ❖ Required protective devices for the cogeneration equipment.
- ❖ Synchronizing equipment consisting of incoming and running voltmeters, lights and synchroscope.

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

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

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

In order to overcome the potential problems of: (1) Having the synchronous generator feed a BPU system fault thus causing excessive damage to the BPU system and the cogenerator's system; (2) Flowing power into the BPU system unless contracted for; (3) Exposing the BPU system to voltage and frequency fluctuations during periods when the power source is interrupted; (4) Ensuring the distribution circuit is deenergized when the BPU source breaker is open; and (5) Providing adequate protection for the supply transformer, the following is recommended and any or all may be required by the BPU:

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

- ❖ Electrically operated circuit breaker on the incoming circuit with the appropriate rating and opening time to coordinate with the BPU system.
- ❖ Transformer Delta-Wye connected.
- ❖ Gang operated disconnect switch.
- ❖ Ground detector on the BPU side of the transformer.
- ❖ Directional overcurrent relays (three Device 67V) for detecting faults on the BPU system and tripping incoming breaker.

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

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

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

Section 12

NET METERING PROGRAM

Eligibility

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

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

Enrollment

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

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

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

Generator and Generator Interconnection Requirements

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

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

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

Metering Requirements

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

Billing

Participating customers will be billed based on the net difference between the amount of electrical energy used and electrical energy generated. If the amount of electrical energy generated exceeds the amount consumed the bill will include a generation credit. Net Excess Generation (NEG) Credits for the electrical energy generated above the current month's consumption will be carried over to the next billing period.

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

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

Net Excess Generation Credits

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

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

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

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

Program Availability

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

Program Termination

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

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

Customer Owned Generation Interconnect Policy

Intent

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

Guidelines

1. Hillsdale Board of Public Utilities

- a. Will ensure the interconnection is in compliance with Public Utility Regulatory Policies Act (PURPA) and Federal Energy Regulatory Commission (FERC) rules and regulations, as applicable.
- b. Will inform potential power producers that they have the responsibility to comply with all federal, state, and local regulations.
- c. Will, upon completion of a satisfactory Interconnection Study, provide interconnection service to any electric consumer installing a less than 30 kW generation unit. Service is evaluated and provided on a case-by-case basis and will require a separate Interconnection and Operating Agreement.
- d. Will, upon completion of a satisfactory Interconnection Study, provide interconnection service to any electric consumer installing less than a 30 kW generating unit in which the primary energy source must be solar, biomass, waste, wind, geothermal, or approved renewable energy sources.
- e. Will own the meters utilized for billing.

2. The Customer

- a. Shall install and own conductors and equipment up to the service point as specified in the HBPU Line Extension Policy and Underground Service Connections.
- b. The Interconnection Study will be conducted at the Customer's expense.
- c. Shall make application to the HBPU for the proposed installation, obtain approval of the location, equipment, and design before starting installation of the installation, and pay any HBPU construction fees for system improvements as specified in the HBPU Line Extension Policy and Underground Service Connections.
- d. Shall submit a plan view drawing of the installation and shop drawings of switchgear to the HBPU for approval prior to finalizing orders for service equipment to avoid delays and unnecessary expense to the Customer and the HBPU.
- e. The interconnection and parallel operation of generation equipment shall be in conformance with prudent utility practices, shall maintain the

integrity of the HBPU distribution system, and ensure no adverse impacts upon the equality of service to other HBPU customers.

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

WATER AND SEWER DEPARTMENT

Section 1

USE OF SERVICE

Permits

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

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

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

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

Number of Services to One Property

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

Residences may have a second water service to supply a metered sprinkling service.

Connection of Flowing and Automatic Devices

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

Abandonment of Water Service

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

WATER DEPARTMENT

Section 1

CONSTRUCTION PROVISIONS

General

These construction provisions apply equally to new installations and to repair and replacement work and are deemed to be cooperative with and accessory to that ordinances or codes currently in effect and as the same may from time to time be amended. Prior to the construction or repair of any pipe from the water meter to the street being started, the contractor/plumber must complete an application with the BPU. There is no fee associated with this application, and the inspection will be performed free of charge during normal working hours. If an inspection is needed after normal working hours, the minimum charge set forth in [Appendix II, "Schedule A -Fees and Charges,"](#) will be applicable.

Joint Construction

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

Excavation and Backfill

No excavation shall be started until all applications, permits, including street opening permits, have been obtained and the general layout of the work has been carefully planned and agreed upon.

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

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

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

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

Protection to Work and Others

Ample protection shall be provided for all persons having access to the working area. Protection during construction and protection against possible damage due to settlement or disturbance after construction shall be provided. Protection shall be provided for all adjacent piping, trees, shrubs, walks, curbs, buildings, and other structures.

Construction of Pits and Manholes Under Special Circumstances

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

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

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

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

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

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

Section 2

WATER SUPPLY TAPS AND SERVICES

Applications

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

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

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

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

Fees for Water Taps and Services

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

Enlarging or Relocating Water Taps and Services

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

New Residential Water Services

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

Meter Setting Device Installation

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

Construction of Water Services and Metering

For the fee or fees stated in Appendix II, "Schedule A – Fees and Charges," the BPU will install a suitable main connection, a service pipe, and a curb stop or gate valve with an access box located at a point which would normally be placed between the sidewalk and curb or shoulder. From this point the plumber shall install the house service pipe. Water service connections must be made only to water mains maintained by the BPU. Water connections for domestic use are prohibited from private fire protection systems. This requirement is necessary to provide the highest quality water for domestic use.

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

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

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

The house service pipe shall be run in under the floor slab of the building, at a depth of not less than 5 feet. It shall then be brought up through the floor slab, with a long bend, and terminated with an approved valve located not less than 6" or more than 10" above the floor. All required frost protective measures shall be

installed at the time the service pipe is placed and before the work is finally approved for use.

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

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

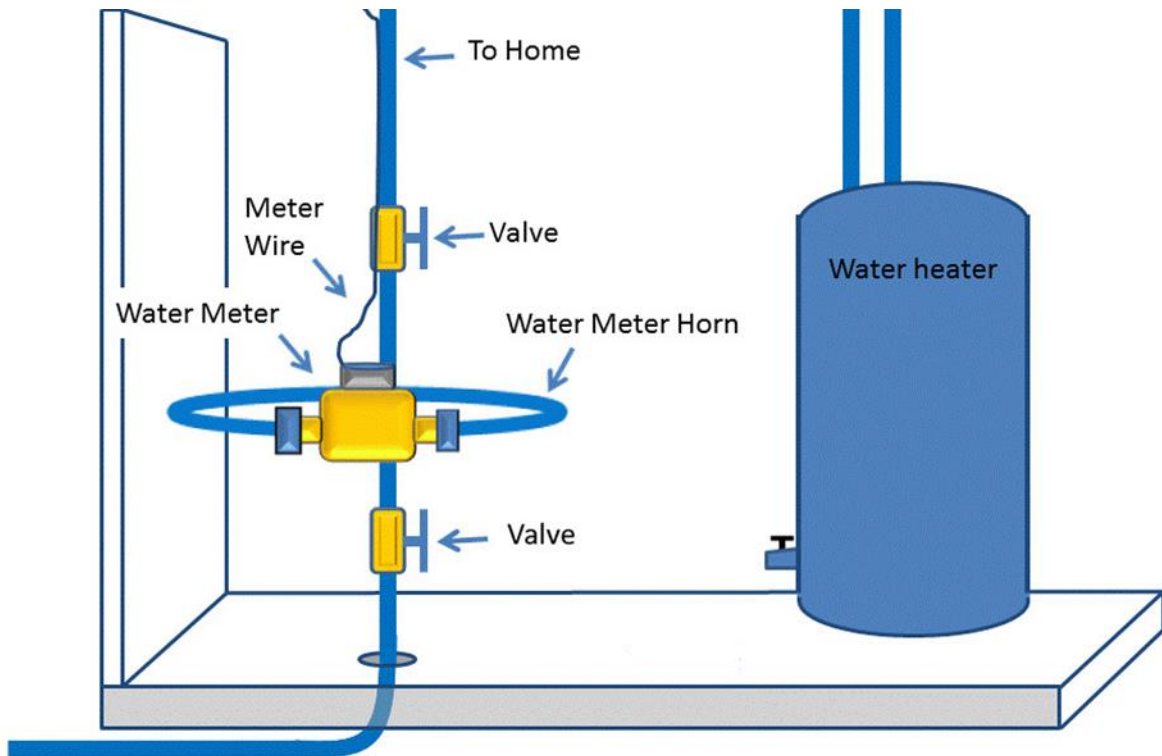
All entrance and meter piping shall be carefully installed in a neat, workmanlike manner and shall be adequately supported so that no undue strains may be placed upon the pipes, valves and/or meters.

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

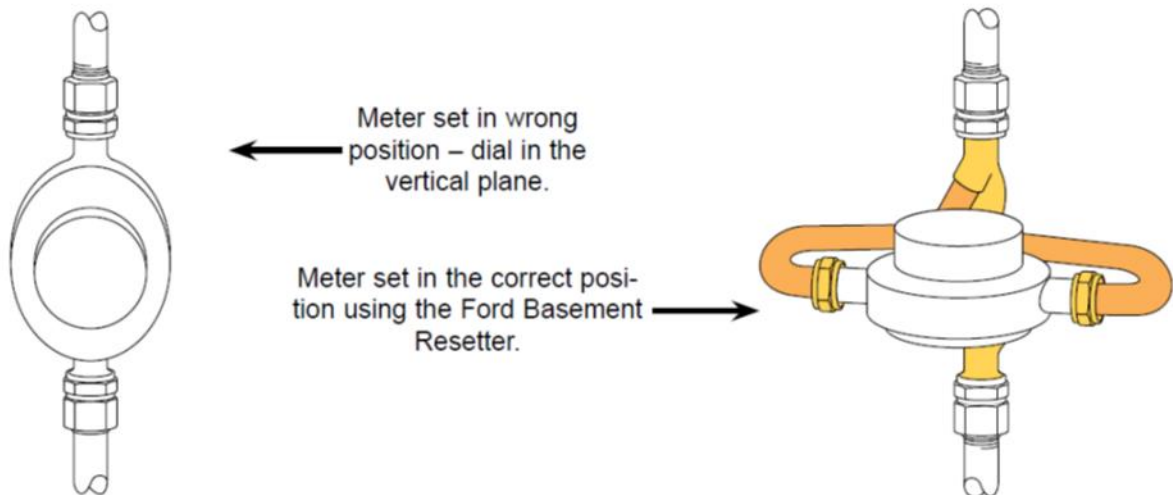
The following clearances must be maintained for proper installation of water meters and meter bars:

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

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



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



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

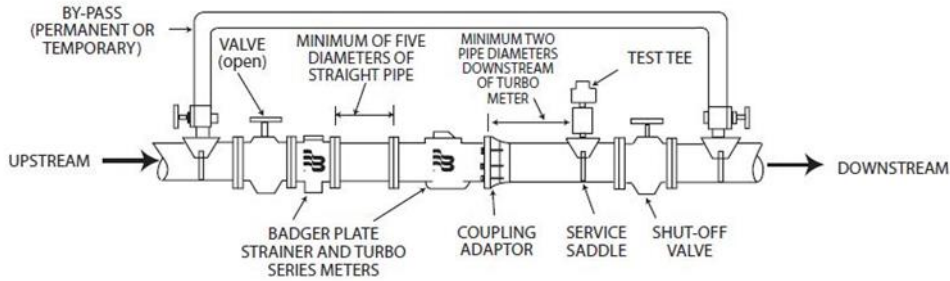


Figure 1: Recommended meter installation

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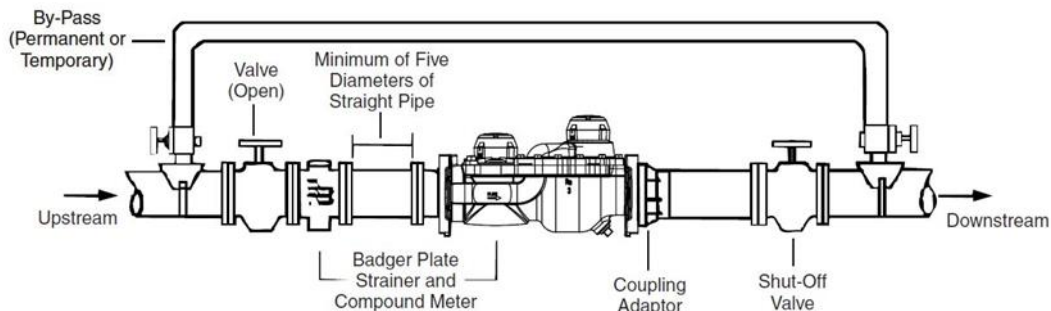


Figure 1: Recommended meter installation

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order

to gain access to them.

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

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

Water Materials

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

~~—~~A. Cold drawn, soft annealed seamless copper service pipe, in 3/4", 1", 1 1/2" and 2" sizes only, of proper bending temper, u.s. Government Type K, specification WW- T -799, with approved flanged, flared or soldered type bronze connections (minimum Schedule 80 PVC is also acceptable). Each run of pipe shall be, so far as practicable, in one continuous length free from joints and splices.

A. B. For 2" size and larger -copper service pipe of the type specified in (A) above, or American Water Works Association specification bell and spigot, mechanical, or push-on type joint ductile iron water main, designed for not less than 150 pounds water working pressure.

Driving Pipes

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

Taps and Services Under Paving

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

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

Section 3

WATER REGULATIONS

Water Leakage

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

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

Pollution of Water Supply-Cross Connections

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

Curb Boxes

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

Operation of Fire Hydrants

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

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

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

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

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

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

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

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

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

Use of Shut Off Keys

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

Cleaning of Service Pipes

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

Excess Pressure

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

Grounding of Electrical Circuits

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

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

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

Use ~~L~~imitations

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

Section 4

WATER MAIN EXTENSION POLICY

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

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

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

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

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

SEWER DEPARTMENT

Section 1

SEWER REGULATIONS

Separation of Sewers

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

Prohibited Connection

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

Openings Below Ground Level

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

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

Stoppage of House Sewers

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

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

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

Grease Traps

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

Section 2

SEWER TAPS AND BUILDING SEWERS

General

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

Installing Sewer Taps

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

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

Inspection Fees

Application must be made with the BPU prior to any new construction, rebuild or re-laid work is started that involves reconnection to the BPU provided lateral, wye, or manhole. There is no fee associated with this application, and the inspection will be performed free of charge during normal working hours. If an inspection is needed after normal working hours, the minimum charge set forth in Appendix II, “Schedule A – Fees and Charges” will be applicable. In addition, there may be regular and/or special assessments levied for sewer construction purposes.

Connection Fees

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

Stubbing Laterals

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

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

Inspection of Sewer Connections

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

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

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

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

Point of Connection – Locating Wye

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

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

Construction of Sewers

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

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

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

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

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

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

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

SCHEDULE A

FEES AND CHARGES

- | | |
|---|--|
| 1. Trip Charge (door hangers, disconnects, etc.) | \$35.00 |
| 2. Reconnection Charge (per utility)
<i><u>*normal business hours</u></i> | \$35.00 |
| 3. After-Hour Services

<i>If a customer desires to have service outside the normal working hours, he will be informed that the charge will be based on the 2 hour call time of the employee on call.</i> | <u>\$150.00</u>
<i>minimum charge</i> |
| 4. Returned Check <u>Non-Sufficient Funds</u> Charge | \$25.00 \$50.00 |
| 5. Meter Testing Fee
<i>If Mmeters are is tested by an independent source; fee will be actual expense incurred by the Board.</i> | \$50.00 |
| 6. New Account Fee | \$25.00 |
| 7. Meter Sockets
<i>Any socket above the standard 200 amp socket will be charged difference in cost.</i> | |
| 8. Pole Attachment Application Fee | \$25.00
<i>per pole</i> |
| 9. Pole Attachment Annual Fee | <u>\$10.00</u>
<i>per pole</i> |
| 10. Single Phase Overhead -Line Extension (footage over 600 feet) | \$4.73 <u>4.75</u> |

per ~~per~~ foot overhead

11. ~~Single Phase Underground Line Extension~~ \$~~7.50~~9.00
per trench foot underground

12. Three Phase ~~Underground~~ Line Extension
Charges will be billed on a build time and material basis per Section 4 – Line Extension Policy

13. Water Tap – certain circumstances may warrant additional charges.

1”	\$1,500
1.5”	\$1,500
2”	\$1,500
<u>Abandon Line Fee</u>	<u>\$1,500</u>
<i><u>(Customer is responsible for road repairs.)</u></i>	

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

14. Water and Sewer Construction Inspection Fee
24-hour notice must be given for requested inspection. There is no fee unless the Customer desires the inspection to be after normal working hours. The fee will then be that as stated in Item #3.

15. Sewer Tap Inspection Fee
24-hour notice must be given for requested inspection. There is no fee unless the Customer desires the inspection to be after normal working hours. The fee will then be that as stated in Item #3.

16. Prints of Maps \$9.00
per sheet (36” x 48”)
Photo Printing \$30.00
per sheet

These fees are subject to annual review.

City of Hillsdale

Agenda Item Summary

Meeting Date: July 15, 2019

Agenda Item # : New Business

SUBJECT: Set Public Hearing for Wells Apartments Public Payment In Lieu of Taxes (PILOT)

BACKGROUND PROVIDED BY STAFF: Kelly LoPresto (Economic Development Coordinator)

BACKGROUND:

Spire Development of Columbus, Ohio (Wells Apartments Limited Dividend Housing Authority L.P.) is proposing a 50 unit, rent controlled, apartment building at 52, 58, 60, and 66 N. West Street. The sites currently house four multi-unit houses. Two of the four houses are vacant, blighted properties. The structure will be four stories tall, consisting of (18 – 1 bedroom, 24 – 2 bedroom, and 8 – 3 bedroom) and will be designed to complement the existing architectural fabric of our surrounding housing projects. Spire Development is currently working on the Lofts at Milnes Plaza in downtown Coldwater to be completed in Spring of 2020.

The project will be reviewed by Planning Commission for approval on July 16, 2019. The project would be a MSHDA funded project which requires a PILOT (Payment In Lieu Of Taxes) to be approved by City Council. The negotiated PILOT rate is 10%, which is consistent with other housing projects in the community.

RECOMMENDATION:

City staff recommends that Council members schedule a public hearing to be held on August 5, 2019.

TIFA BOARD



CITY OF HILLSDALE

97 NORTH BROAD STREET
HILLSDALE, MICHIGAN 49242-1695
(517) 437-6442 FAX: (517) 437-6448
cityofhillsdale.org

Name: DARIN SPIETH Auctioneer/Realtor

Address: _____ Street Hillsdale City 49242 Zip

Phone: Home _____ Work _____

E-Mail _____

Are you a resident of City of Hillsdale? Yes _____ No X

Occupation: (if retired, former occupation) Auctioneer/Realtor

Please check the expertise and skills you can contribute:

- Accounting
- Fund Raising
- Marketing
- Advocacy
- Human Resources

- Planning
- Computers
- Knowledge of the Cause
- Public Relations
- Legal

- Community Relations
- Public Speaking
- Finance
- Management
- Other _____

Brief Educational Background:
GRADUATE OF REPPERT School of Auctioneering 1990
Halloway's Institute of A.E.

What charitable or community activities have you actively participated in? Please describe any leadership role(s) you have (had) in the organization(s):

Booster Clubs - ROTARY club (Auctions)
Hospice - Hospital Kimball Camp

On what other volunteer boards/committees have you served?

ROTARY


Describe any previous activities related to government: N/A

Please explain why you would be interested in serving on the council or committee:
give good input to the Downtown Dev +
Real Estate Sector of Downtown

Please explain your understanding of the City of Hillsdale:
growing + trying to Revitalize Downtown.
Quaint. We need more growth.

Additional comments: Looking forward to helping in any
way I can.

Please send your completed application to City of Hillsdale, City Manager at 97 North Broad Street, Hillsdale, MI 49242.


Applicant Signature

Date 7/3/19