City of Hart, Michigan
CITY COUNCIL AGENDA - **AMENDED**
March 23, 2021,7:30 PM
409 State St. – Hart Community Center
NOTICE OF REMOTE/HYBRID MEETING PUBLIC MEETING
REGULAR COUNCIL MEETING BEGINNING AT 7:30 PM

THIS NOTICE IS GIVEN AND PUBLISHED PURSUANT TO MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES EMERGENCY ORDER UNDER MCL 333.2253 – GATHERING LIMITATIONS AND MASK ORDER OF MARCH 2, 2021 AND PA 228 OF 2020 AMENDMENT TO SECTION 3 OF PA 267 OF 1976 OPEN MEETINGS ACT

A MAXIMUM OF 25 INDIVIDUALS WILL BE PERMITTED TO ATTEND THE MEETING CONTINGENT UPON ABILITY TO ACCOMMODATE SOCIAL DISTANCING REQUIREMENTS.

When: Mar 23, 2021 07:30 PM Eastern Time (US and Canada)
Topic: City of Hart City Council
Please click the link below to join the webinar:
https://us02web.zoom.us/j/86051201076?pwd=SVF1dWpMYlkzcWFMOGVLSlhrQ2JFdz09
Passcode: 100586
Or iPhone one-tap : US: +13017158592,,86051201076#,,,,*100586# or r13126266799,,86051201076#,,,,*100586#
Or Telephone: Dial(for higher quality, dial a number based on your current location):
US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128
Webinar ID: 860 5120 1076
Passcode: 100586
International numbers available: https://us02web.zoom.us/u/keGvs3Zzqy

1. Call to Order
2. Roll Call – Burillo, Evans, Hodges, Rybarz Jr., Splane, V. Platt
3. Pledge of Allegiance
4. Approval of Agenda
5. Public Comments – **Public comment on any matter that is not included on the agenda for a public hearing by the Council. We ask that you please limit your comments to 3 minutes**
    a. Correspondence, Events, Presentations
6. Consent Agenda:
    a. Approval of Minutes from March 9, 2020.
    b. Bills, Claims, Payroll
    c. Reports of Boards, Commissions, and Committees
    d. Department Reports – Police/BioPure/Public Works/Energy/♥C&E Dvlp.
7. Action Items
    a) Resolution 2021 – 14 Resolution Authorizing final design, bidding, and construction engineering of the Hansen St. construction project

With advance notice of seven calendar days, the City will provide interpreter services at all public meetings, including language translation and signage for the hearing impaired. Call 231-873-2488. La Ciudad proporcionará servicio de intérprete para esta reunión pública si se pide con siete días de anticipación, lo cual incluye la traducción de idioma y letreros para los con una discapacidad auditiva. Llame al 231-873-2488.

b) Resolution 2021 – 19 Resolution Authorizing final design, bidding and construction engineering of the Dryden St construction project
c) Resolution 2021 – 20 Accept Parks and Recreation Master Plan update proposals and award contract
d) Resolution 2021 – 21 Accepting Bid for Biosolids removal, waive bidding requirements and authorize City Manager to sign the contract
e) Resolution 2021 – 22 Accept bids for Industrial Park Switch Gear and authorize purchase

8. Discussion Items
    a. **Industrial Park Covenants – definition of Pole Building as a use versus construction method**
9. City Manager Report
    a. Information items: Hart Cemetery Board meeting schedule, Small Hydro Project letter to FERC – City of Ann Arbor with additional municipal electric utilities joining request
10. Communications from the Mayor and Council
    a.
    b. **Closed Session per Sec. 8. (a)** To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing.
11. Adjournment –

Access is provided through the Michigan Relay Service for individuals with speech or hearing impairments. *https://hamiltonrelay.com/michigan/index.html*

With advance notice of seven calendar days, the City will provide interpreter services at all public meetings, including language translation and signage for the hearing impaired. Call 231-873-2488. La Ciudad proporcionará servicio de intérprete para esta reunión pública si se pide con siete días de anticipación, lo cual incluye la traducción de idioma y letreros para los con una discapacidad auditiva. Llame al 231-873-2488.

CITY OF HART
407 S. STATE ST.
HART, MI 49420
COUNCIL PROCEEDINGS
MARCH 9TH 2021
MINUTES - DRAFT

PRESENT VIA ZOOM: Mayor Vicki Platt, Councilors: Catalina Burillo, Jim Evans, Dean Hodges, Fred Rybarz, Rob Splane, and Kris Trygstad.
ABSENT: None
OTHERS PRESENT: City Manager - Lynne Ladner, City Clerk – Karla Swihart, Energy Superintendent - Mike Schiller, DPW Superintendent - Brad Whitney, BioPure Superintendent - Paul Cutter, Nichole Steel (HEART), Sharon Hallack, Paul Erickson, Barbra Marczak of Prein & Newhof, and Michael Mattzela of Fleis, Vandenbrink.

Mayor Platt called the meeting to order; following the roll call, the mayor led the Council in allegiance's pledge.

APPROVAL OF AGENDA: C. Burillo motioned to approve the agenda and was supported by J. Evans.
- Ayes: 7 Nays: 0 Absent: 0

PUBLIC COMMENTS: None
CORRESPONDENCE, EVENTS, PRESENTATIONS:
Paul Erickson Update on Fair 2021 and Fairgrounds Capital Project Improvements.
Paul joined the meeting with a thank you to the City of Hart for allowing the Snowmobile show. They had a great turnout and looking forward to 2022 with a bigger and better show for Hart Winter Fest. He also wanted to update you regarding the Oceana County Fair 2021; still in a pandemic, MSU is not allowing any in person at this time. We still are planning a fair for 2021; there are club fairs, show and go's, activities for kids to do with their animal's so natural, we will do everything in our power to have a fair. On July 7th, we will welcome the Vietnam wall, Fair in August, and Pow Wow Labor day Weekend, and also in the works is a Hart Hops craft beer festival. I came to L. Ladner asking for support from the City of Hart as we are applying for a grant thru the Michigan Department of Agriculture and Rural Development. They have a 50% match with a max of $30,000, so we are looking at making significant improvements structurally to our grandstands that are 111 years old. This grant would help reinforce the grandstands, changing the traffic pattern coming into the fairgrounds by moving the entrance off State Street and entering on the north end also opening up more booths under the grandstands and residing in the front of the grandstands as well. We want to move the works that camp on the north end to the back of the grounds and upgrade electric services back there as well.
This is our 150th anniversary of the Oceana County Fair, and we are looking to celebrate this season.
CONSENT AGENDA:
- Approval of Minutes from February 23, 2021
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
    - C. Burillo motioned to approve Consent Agenda and supported by J. Evans
        - Ayes: 7 Nays: 0 Absent: 0

ACTION ITEMS:
- Resolution 2021-12 Resolution declaring surplus property and authorizing the disposal
  In FY 2020 into 2021, the Biopure facility completed a project to remove and replace two of its original blowers in the plant with new Salzer turbo blowers with variable frequency drives.
  During the same time frame, the energy department with the advanced metering implantation project installed new electric meters throughout the City.
  City Manager L. Ladner recommends that the Council adopt Resolution 2021-12 Delcaring surplus property and authorize the disposal.
    - C. Burillo motioned to adopt resolution 2021-05 and supported by J. Evans.
        - Ayes: 7 Nays: 0 Absent: 0

- Resolution 2021-13 Resolution accepting engineering proposal from Prein & Newhof for the design, bidding, and construction of repairs on the Hart Lake Dam's Northeast embankment.
  The Energy Department has been monitoring the embankment stabilization and deterioration of adjacent structures for their impact on the safety and life of both the structures and the dam's stability. The Existing Rip Rap rock and concrete bonding has done a satisfactory job of maintaining the embankment. Still, there has developed a significant erosion in the area that extends underneath the rock and concrete, creating continued erosion and possible failure in the long term.
  Prein & Newhof has been working with the Energy Department to monitor this situation and, as such, is the best qualified of the approved engineering firms as identified by the Council to assist with this work. The plan is to complete the project's design and bidding to complete the construction in early FY 22 when the lake is lower than its early spring highs.
  City Manager L. Ladner recommends that the Council adopt Resolution 2021-13 Accepting engineering proposal from Prein & Newhof for the design, bidding, and construction of repairs on the Hart Lake Dam's Northeast embankment.
    - F. Rybarz motioned to approve Resolution 2021-07 and supported by R. Splane
      - Ayes: 7 Nays: 0 Absent: 0
- Resolution 2021-14 Resolution Authorizing final design, bidding, and construction engineering of Hansen St. construction project.
  In FY 19 and FY 20, the City has applied to MDOT for category B transportation grant funding designated for small community local streets projects for the reconstruction of Hansen St from a gravel street to a hard surface asphalt street with repairs and updates to stormwater drainage and the replacement of the water surface line in accordance with the state mandate of water service line replacements for any line that is known or suspected to have potentially been constructed using lead piping or joints. One service line in this project would be affected that connects the World of Wonder Child Care Center to the City water distribution system. We have not received funding for the project.
  As part of the same project, the reconstruction of the driveways and parking surfaces at the Public Works building would again convert from gravel to hard surfacing material. Combining these two projects into a single project for design, bidding, and construction allows us to take advantage of economies of scale by eliminating a need to pay for second project engineering separately and construction mobilization when the area of work is not only adjacent but could be integrated eliminating needs to match surface levels and potential damage to the street project when the parking and driveway project be completed. This project is in the current FY 21 budget. If necessary, it extends into FY 22 by completing the design and bidding. At this time, it will allow us to adequately plan and budget for any costs that extend into the new fiscal year during the budgeting process. The City's local streets millage when initially passed and in the most recent extension list the transition of gravel streets in the City too hard surfacing as the intended use of these funds.
  The Estimated cost for the Preliminary Design and Construction Engineering Services is $41,000. The Estimate of Probable Cost for Hanson Street Reconstruction State Street to Hart Street is $185,000, and the Estimate of Probable Cost for DPW parking lot is $97.500
  City Manager L. Ladner recommends that the Council adopt Resolution 2021-14 Authorizing final design, bidding, and construction engineering of the Hansen St. construction project.
  Upon discussion, the Council decided to table Resolution 2021-14 until March 23rd meeting to allow time to investigate Catorgery B funding, get an estimate to the hard surface Dryden Street and also turn around easement in writing from the World of Wonder Child Care Center.
    - R. Splane motioned to table Resolution 2021-14 until March 23rd meeting and supported by C. Burillo.
      - Ayes: 7 Nays: 0 Absent: 0
- Resolution 2021-15 Resolution Authorizing Energy utility pole inspection. GPS locating and electronic documentation, attachment verification, and tagging.
  Although the State of Michigan has not implemented an Asset Management Plan program requirement for Municipal Energy Utilities, that does not lessen the importance of implementing an Energy Department program. It is recommended by the American Public Power Association and other agencies such as Michigan Electric

Cooperative Association, Michigan Municipal Electric Association, and the MPPA that asset management plans be developed to assist with long-term planning, identification, and location of the utility assets.
The Energy Department has approximately 1,400 utility poles in service currently throughout the system. It is recommended that utility poles be inspected regularly at least every five years for potential damage, deterioration, and infestation. The Energy Department has only been able to locate two companies that provide the services that are needed for the completion of the Asset Management Plan one a local Michigan company American Energy Services, out of Richmond, Michigan, and the other from out of state, Osmose out of Peachtree City, Ga. The intent of the project, which is budgeted for in FY 21, will include an inspection of the poles (the companies each do this in different ways), identifying the exact location through the use of GPS technology of each pole, all attachments (some known others unknown) for each pole, and the placement of an ID tagging system.
Both submitted estimated costs on Visual test and Sonic testing.
American Public Power quoted Visual testing $9,815.00 and Sonic testing $13,665.00
Osmose quoted Visual testing $16,688.00 and Sonic testing $19,558.00
City Manager L. Ladner recommends that the Council adopt Resolution 2021-15 Authorizing Energy Utility pole inspection, GSP locating and electronic documentation, attachment verification, and tagging.

- R. Splane motioned to approve Resolution 2021-15 and supported by J Evans
  - Ayes: 7 Nays: 0 Absent: 0

- Resolution 2021-16 Resolution authorizing engineering services for Griswold Lift Station Emergency Repairs.
  Upon Inspection of the Griswold Street Lift Station, exposed areas of the vertical discharge pipes that have collapsed or substantially degraded were discovered. This lift station is the primary (main) station handling flows from the City to the BioPure plant. Repairs are necessary to eliminate discharge and infiltration issues for the facility, leading to additional damages to the wastewater collection system and possible deficiencies or other actions from the State up to including fines.
  The repairs will require that the lift station be taken offline (approximately a week) to complete, and the implementation of a temporary bypass system is a necessary but expensive cost. Additional work had been planned as part of a separate future capital improvement project. It would be prudent to do the additional work on the horizontal pipe and fittings and line the interior walls, which are degrading, requiring the lift station to be taken offline and bypassed to avoid the bypassing expenses a second time.
  City Manager L. Ladner recommends the Council adopt Resolution 2021-16 authorizing engineering service for Griswold Lift Station Emergency Repairs.
  - J. Evans motioned to approve Resolution 2021-16 and supported by F. Rybarz
    - Ayes: 7 Nays: 0 Absent: 0
- Resolution 2021-17 Resolution authorizing engineering services for SRF and USDA applications for Wastewater system improvements.
  As part of the Stormwater, Asset Management, and Wastewater (SAW) program, improvements to the wastewater collection system have been identified as being necessary to ensure that the City can continue to adequately serve our existing industrial customers and prepare for their projected growth and the potential for further industrial growth in the City. As part of the City's work to ensure fiscal responsibility but taking steps to eliminate debt, the City is in a strong financial situation for the basic operating cost.
  However, due to stagnation in sewer rates for all customers, the City has not been adequately putting funding aside to build up cash reserves to enable the City to pay for what are now necessary capital improvement projects that can not continue to be deferred. It is necessary for the City to borrow money to pay for the capital improvements determined as necessary through the SAW program. That has also become necessary for the continued growth and expansion of our commercial and industrial customers.
  Applying for funding through the State Revolving Loan Fund (SRF) and/or the United States Economic Development Administration may provide the City with the opportunity to qualify for principal forgiveness (grant funding), which may reduce the project's overall cost. However, it will still be necessary for the City to consider the financial recommendations included in the completed SAW grant process, including adjusting the sewer rates for all classes of sewer utility customers. These recommendations have been presented to the Council previously. Still, as we move forward with authorizing these projects and applying for funding assistance, they will be updated and brought back to the Council for adoption with FY 22 budget.

City Manager L. Ladner recommends that the Council adopt Resolution 2021-17 authorizing engineering services for SRF and USDA applications for Wastewater system improvements.

- R. Splane motioned to approve Resolution 2021-17 and supported by J. Evans
  - Ayes: 7 Nays: 0 Absent: 0

- Resolution 2021-18 Resolution authorizing engineering services for Veteran's Park Improvements and Pointe Park Development.

  The improvements to Veteran's Park and Pointe Park's development are both projects that the City agreed to complete as part of the negotiations with the Federal Energy Regulatory Commissions (FERC) when the City went through the re-licensing process for the Hart Lake Dam. The overall anticipated cost for completion of the Veteran's Park improvements is $994,000, and the development of Pointe Park is estimated to be $514,000 for a total of $1,508,000 of which $300,000 would be the DNR grant funding that can only be used for the Veteran's Park improvements.

  These projects are designated to have construction completed by the end of 2022 in the agreement with FERC. Make it advisable to prepare for both submissions of the USDA-RD application or the issuance of other borrowing mechanisms to identify the best interest rates and terms.

  Discussions with the United States Department of Agriculture, Rural Development Community Facilities program have identified the completion of these two projects as eligible for funding. With current bond market rates, it is prudent that the City move forward with these projects, making it advisable to prepare for both submissions of the USDA-RD application or the issuance of other borrowing mechanisms to identify the best interest rates and terms.

  Prein & Newhof has completed the preliminary work on these projects, but with the significant amount of work that is being proposed for completion by Prein & Newhof just in this meeting, along with the other general engineering work being done by Prein & Newhof, I feel that it is prudent for the City to transition these park projects for completion to Fleis and Vanderbrink one of the other engineers the Council designated as qualified engineers for the City projects through the RFQ process completed in 2020.

  City Manager L. Ladner recommends that the Council adopt Resolution 2021-18 authorizing engineering services for the Veteran's Park Improvements and Pointe Park Development.

  After proposals from Fleis and Vanderbrink and Prein & Newhof, the Council decided to proceed with Fleis and Vanderbrink for these two projects.

  - J. Evans motioned to approve Resolution 2021-18 and supported by F. Rybarz.
    - Ayes: 7 Nays: 0 Absent: 0

DISCUSSION ITEMS:

- The Covents on the Industrial Park referenced a commission that would oversee the district, which hasn't been meeting regularly. The suggestion was to have the City Council appoint a commission or appoint five Council members to become the commission since any prior terms would have expired and go about amending the covenants that have not been amended since June of 1992. There has to be a separate commission to oversee the covents of the Industrial Park. A developer is interested in two of the sites, and the covenants restrict pole buildings which is what the developer is looking to build, so we want to get this cleared up before we can move forward. City Manager L. Ladner and Mayor V. Platt will get together and look further into this to ensure the proper steps are being taken. Will table this item and review it again once everything is clear regarding if a commission is needed or if the City Council can decide the Covents for the Industrial Park.
- It was asked if the City of Hart could provide a staff member for language services for our departments (wastewater, water, and energy). The City does not have a fluent staff member in other languages; however, there is a service called Personal-interpreter-services-language line solutions when speaking to other communities. This is an as-needed service that is only charged when used. This would provide department heads 24 hrs a day, seven days a week, a phone number to call along with a code they would need to punch in. There is no fee to sign up for this service; however, the City's credit card would be charged $3.95 for a voice call and $4.95 a minute for a video call.

Good feedback from the Council regarding using language line and feel it would be beneficial to provide phone call service to translate on an as-needed basis. As a service that does not cost us anything to signup.

- J. Evans motioned that we authorize City Manager L. Ladner to employ the language line services to the City of Hart and supported by R. Splane
  - Ayes: 7 Nays: 0 Absent: 0

CITY MANAGER'S REPORT:

- Mr. Ladner received the preliminary feedback report regarding the Safe Routes to School grant application submitted back in Feb, and it was great feedback, and the City is going to move forward with the project. Just a few amendments are needed.
- Ms. Ladner was asked if page numbers could be added to the council packet, so I hope everyone noticed that page numbers had been added.
- Staying busy with grant applications
- Ms. Ladner has started the budget process. I hope to have the budget completed and present it to the budget and finance committee in early April.
- Reminder FOIA and OMA training March 30th, 2021. FOIA training will be from 2 pm to 4:30 pm, and OMA training will take place from 5:30 pm to 8 pm

COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- Mayor V. Platt would like to welcome Kris Trygstad to Hart City Council. Ms. Trygstad introduced herself and stated that she is excited about the experience.

ADJOURN:

- There being no further business to come before the Council, the meeting adjourned at 10:07 pm upon a motion by C. Burillo and supported by F. Rybarz. The next regularly scheduled meeting will be on March 23, at 7:30 pm.

Respectfully Submitted

Karla Swihart

Karla Swihart
City Clerk

Payables Date: 3/23/2021	Description	Total	General +	DPW	Energy	BPTF	Water
Axon	Std Cartridges/Training Cartridges	$ 968.84	$ 968.84				
Blue Cross Blue Shield	April Ins. Prem.	$ 10,308.89	$ 4,099.65	$ 1,148.34	$ 2,185.20	$ 2,468.95	$ 406.75
Charter	Fax Line - Police/CH	$ 119.83	$ 119.83				
Charter	Hist. District	$ 49.99	$ 49.99				
Charter	Starting Block	$ 162.36			$ 162.36		
Charter	Hart Commons Internet Svc	$ 109.99			$ 109.99		
Charter	CM Internet Svc	$ 105.26	$ 105.26				
Crossroads Mobile Maintenance	1997 Ford Bucket Truck	$ 709.02			$ 709.02		
Cummins	Generator Maintenance - Lift Stations	$ 5,269.46				$ 2,632.04	$ 2,637.42
DuBois Cooper	Parts/Supplies	$ 195.75				$ 195.75	
DuBois Cooper	Parts/Supplies	$ 323.00				$ 323.00	
ETNA	Parts/Supplies	$ 473.25					$ 473.25
Fischer LP Gas	Utilities	$ 551.50			$ 551.50		
Fish Windows	CH Window Cleaning	$ 175.00	$ 175.00				
Frontier	JGP	$ 127.40	$ 127.40				
Frontier	Energy Dept	$ 75.98			$ 75.98		
Frontier	Final Bill - Energy	$ 175.94			$ 175.94		
Grand Rental Station	Floor Buffer	$ 103.85				$ 103.85	
Hammersmith Equip. Co.	Parts/Supplies	$ 320.00					$ 320.00
Hansen's	Refreshments for Council Drive By	$ 36.44	$ 36.44				
Helwig Carbon	Parts/Supplies	$ 291.02			$ 291.02		
Heritage Preservation Group	Repairs/Maintenance Historic Dist	$ 163.84	$ 163.84				
Juan Time Roofing	Sackrider Church Roof	$ 10,950.00	$ 10,950.00				
Kennedy Industries	Parts/Supplies	$ 1,304.22				$ 1,304.22	
KS State Bank	2019 Volvo Wheel Loader	$ 4,588.71		$ 4,588.71			
Lawson-Fisher	2021 Ferc Licensing Requirements	$ 214.20			$ 214.20		
Lawson-Fisher	2020 DSSMR & Annual Impoundment	$ 1,104.47			$ 1,104.47		
Lawson-Fisher	2020 Licensing Requirements	$ 123.11			$ 123.11		
Leaf	Copier Lease Fee	$ 39.00	$ 39.00				
MPPA	Purchased Power	$ 108,029.90			$ 108,029.90		
MPPA	Purchased Power	$ 16,868.36			$ 16,868.36		
NCL	Lab Supplies	$ 706.64				$ 706.64	
Nichols	Cleaning Products	$ 251.76				$ 251.76	
Office Machines Co.	Police Copier Overages	$ 30.93	$ 30.93				
Pixel Grafix	Various Printing Projects	$ 498.80	$ 498.80				
Power Line Supply	Parts/Supplies	$ 100.00			$ 100.00		
Power Line Supply	Parts/Supplies	$ 105.07			$ 105.07		
Power Line Supply	Parts/Supplies	$ 117.30			$ 117.30		
Powers, Mike	March BOR	$ 125.00	$ 125.00				
Pranger Property Mgmt	City Hall Cleaning Services	$ 168.00	$ 168.00				
Rossiter, Steve	March BOR	$ 125.00	$ 125.00				
Salazar, Juan	Reimburse Training Expense	$ 36.60	$ 36.60				
Struble, Yvonne	Deposit Refund	$ 92.34			$ 92.34		
Swihart's Septic	Jetting Main @ Riverside	$ 350.00				$ 350.00	
Trinity Health	Drug Screening	$ 14.00	$ 14.00				
Tweet, Lois	Deposit Refund	$ 86.75			$ 86.75		
Verizon	Cell Phones	$ 1,068.79	$ 38.11	$ 86.30	$ 837.15	$ 107.23	
		$ -					
		$ -					
		$ -					
	Subtotal	$ 167,915.56	$ 17,871.69	$ 5,823.35	$ 131,939.66	$ 8,443.44	$ 3,837.42
HAND CHECKS/ACH							
Alerus - ACH	*City Share 401 Retirement*	$ 3,062.44	$ 3,062.44				
US Postmaster	Postage	$ 84.64			$ 55.02	$ 25.39	$ 4.23
Greenscapes GC	Pocket Park Pmt	$ 26,550.00	$ 26,550.00				
Hager Construction	Professional Svcs	$ 1,395.00	$ 1,395.00				
		$ -					
		$ -					
	TOTAL HAND CHECKS	$ 31,092.08	$ 31,007.44	$ -	$ 55.02	$ 25.39	$ 4.23
	Sub-Total Regular Bills/Hand Checks	*$ 199,007.64*	*$ 48,879.13*	*$ 5,823.35*	*$ 131,994.68*	*$ 8,468.83*	*$ 3,841.65*
Gross Payroll	506						
	Sub-Total	$ -					
	GRAND TOTAL	*$ 199,007.64*	$ 48,879.13	$ 5,823.35	$ 131,994.68	$ 8,468.83	$ 3,841.65

PAYROLL AMOUNTS					
03/18/21					
05/20/01		GROSS PAY	OVERTIME	OPT-OUT	BASE PAY
Employee Code	Dept.		PAY		
FULL-TIME					
DCC	Office	$1,691.20	$0.00	$0.00	$1,691.20
MGR.	Office	$3,640.81	$0.00	$0.00	$3,640.81
DCC	Office	$1,331.25	$0.00	$0.00	$1,331.25
CC	Office	$2,018.40	$0.00	$0.00	$2,018.40
DCC	Office	$1,820.00	$0.00	$0.00	$1,820.00
PO	Police	$2,311.68	-$161.28	$0.00	$2,472.96
PO	Police	$2,735.04	-$665.28	$0.00	$3,400.32
PO	Police	$2,108.00	$0.00	$0.00	$2,108.00
PC	Police	$2,524.80	$0.00	$0.00	$2,524.80
DS	Police	$2,208.00	$0.00	$0.00	$2,208.00
DPW1	DPW	$2,219.36	$0.00	$0.00	$2,219.36
DPW2	DPW	$2,219.36	$0.00	$0.00	$2,219.36
DPW3	DPW	$2,051.20	$0.00	$0.00	$2,051.20
DPWS	DPW	$2,436.00	$0.00	$0.00	$2,436.00
BIOS	WW	$2,886.40	$0.00	$0.00	$2,886.40
BIOS	WW	$2,194.14	-$176.54	$0.00	$2,370.68
BIOS	WW	$2,256.32	$0.00	$0.00	$2,256.32
ENERGY1	Energy	$3,535.84	$0.00	$0.00	$3,535.84
ENERGY2	Energy	$3,558.32	$0.00	$0.00	$3,558.32
ENERGYS	Energy	$3,860.00	$0.00	$0.00	$3,860.00
ENERGY3	Energy	$3,212.80	$0.00	$0.00	$3,212.80
ENERGY4	Energy	$2,558.36	-$188.52	$0.00	$2,746.88
DIR.	HD	$2,009.60	$0.00	$0.00	$2,009.60
TOTAL		**$57,386.88**	**-$1,191.62**	**$0.00**	**$58,578.50**
COUNCIL					
CC1		$180.00	$0.00	$0.00	$0.00
CC5		$180.00	$0.00	$0.00	$0.00
CC6		$180.00	$0.00	$0.00	$0.00
CC7		$150.00	$0.00	$0.00	$0.00
CC9		$300.00	$0.00	$0.00	$0.00
CC10		$180.00	$0.00	$0.00	$0.00
CC11		$180.00	$0.00	$0.00	$0.00
CC12		$30.00	$0.00	$0.00	$0.00
TOTAL		**$1,380.00**	**$0.00**	**$0.00**	**$1,380.00**
PART-TIME					
MGR.	HHD	$255.20	$0.00	$0.00	$255.20
DPW	DPW-PT	$0.00	$0.00	$0.00	$0.00
PPO	POL-PT	$75.00	$0.00	$0.00	$75.00
PPO	POL-PT	$180.00	$0.00	$0.00	$180.00
PPO	POL-PT	$0.00	$0.00	$0.00	$0.00
PPO	POL-PT	$765.00	$0.00	$0.00	$0.00
TOTAL		**$1,275.20**	**$0.00**	**$0.00**	**$510.20**
TOTAL PAYROLL		**$60,042.08**	**-$1,191.62**	**$0.00**	**$60,468.70**

Employee Hours and Gross by GL Number Report

For Payroll ID: 118

For Selected Pay Code(s): 15X, 225X, 2X

Pay Code ID	Distribution	Sup Hours	Reg Hours	Reg Gross	Ot Hours	OT Gross	Gross	Check Date
85HPD - ANDERSON, SHAWN T								
15X	101-301.000-702.900	0.00	0.00	0.00	4.00	161.28	161.28	03/18/2021
	Employee Totals:	0.00	0.00	0.00	4.00	161.28	161.28	
108HPD - INGALLS, JR., JOSEPH P								
225X	101-301.000-702.900	0.00	0.00	0.00	11.00	665.28	665.28	03/18/2021
	Employee Totals:	0.00	0.00	0.00	11.00	665.28	665.28	
19WWP - KIES, CHRISTOPHER A								
15X	590-527.100-702.900	0.00	0.00	0.00	2.00	75.66	75.66	03/18/2021
2X	590-527.100-702.900	0.00	0.00	0.00	2.00	100.88	100.88	03/18/2021
	Employee Totals:	0.00	0.00	0.00	4.00	176.54	176.54	
25HYD - VAN ZOEREN, ANDREW								
15X	590-527.100-702.900	0.00	0.00	0.00	2.00	80.80	80.80	03/18/2021
2X	590-527.100-702.900	0.00	0.00	0.00	2.00	107.72	107.72	03/18/2021
	Employee Totals:	0.00	0.00	0.00	4.00	188.52	188.52	
Distribution Totals:								
	101-301.000-702.900	0.00	0.00	0.00	15.00	826.56	826.56	
	590-527.100-702.900	0.00	0.00	0.00	8.00	365.06	365.06	
	Grand Totals:	0.00	0.00	0.00	23.00	1,191.62	1,191.62	

TO: **WASTEWATER BOARD**

FROM: **PAUL CUTTER, SUPERINTENDENT**

DATE: **MARCH 22, 2021**

RE: **WASTEWATER TREATMENT PLANT OPERATIONS**

Treatment Plant-

Hello all, hope you are well. I will not be in attendance for the meeting in person of zoom. I will be with my family celebrating my father in-laws 80th birthday dinner. Not a lot of changes since my last report. We have taken this year to give some of the areas a fresh coat of paint. With the present paint being an epoxy based paint it is necessary to grind the floor to a rough texture. We are putting an epoxy paint back down hoping to get another 20 years before the need to repaint.
In addition we have put the irrigation pipe back together and have the center pivot ready to start irrigation up on April 1. Last year council approved Nears's farm Tiling to install a drain at the center pivot site. I hope to see that project started by the first of May.

As some of you know with exception of last year I have been having an open house at the Biopure Facility. The open house is scheduled around Earth Day. Earth Day is always celebrated on April 22nd. I will be asking Lynne and Council your thoughts on whether we should have it. It is a great way for our local people to understand the process of the Biopure Facility. The oopen House would be April Saturday April 24th.

As Barbara Marzack indicated with your approval at the last meeting. Prein & Newhoff has completed the bid document for the repairs to Griswold Liftstation. I received the document Friday from Matt Hulst. The documenter went out to Hallack Contracting, Wadel Stabalization and McCormick Sands.

I'am very happy to report MFP has completed installing their sampling equipment and flow meter. I have been working with them very patiently over the last year it is nice to see them finalize the project.

Seneca Foods are still running above what we would call normal for them for this time of year. I will be reaching out to them asking them to give a short presentation to the council at a near council meeting.

I hope things are slowly getting back to some form of normalcy. With that thought in mind I hope to meet with the planning commission with regards to my succession planning. For any of the council members that have not received a copy of my Succession Planning Plan let me know and I can get you one.

Some of you may have some questions with regards to the Biosolids resolution. Roughly 1 month ago I sent a proposal for the removal of the biosolids out to two respectable companies. Michigan AgriBusiness Solutions out of Saginaw Michigan and NutriGro Environmental Solutions Inc. out of Charlotte, MI. We only received a proposal from NutriGro Environmental Solutions Inc.

I made a call to Michigan AgriBusiness Solutions asking if they had planned to give a proposal. They explained they had too much work and could not bid on it at this time along with they did not have the correct equipment for the job.

With respect to Resolution 2021-21 up for approval tonight may I explain how Nutrigro Environmental Solutions dollar amount of $459.00 a dry ton is applied.

The two largest budget items for the Biopure Facility are the electric cost and the biosolids removal contract. You may ask yourself what that number means that you are asked to approve, let me explain.

Let's start with what Biosolids is. Biosolids is a byproduct of the Activated Sludge Process which our Facility is. Once the bugs have consumed all the organic matter we send some of them to the biosolids basin to later dispose of. (Reason we remove biosolids annually)

Nutrigro arrives and brings tanker trucks to haul the bugs to farmer's fields for fertilizer. (No the farmers do not pay for it)

As Nutrigro pumps the biosolids into the trucks they take a small sample from each load. We collect that sample twice a day and perform a lab test called Volatile Suspended Solids. This test tells us what the percentage of solids is being hauled. Let's say for the 2 samples for the day the average solids was 3 percent. At the end of each day Nurtigro will tally up how many gallons of biosolids they hauled for that day. You now know where all the numbers come from this is how they equate into dollars.

Let's say they hauled 100,000 gallons of biosolids at 3% solids (FYI 1% solids = 10,000 PPM)

We now convert these numbers into what we call the lbs formula.

(100,000 /1000000) .1 x 30,000ppm (3%=30,000 ppm) x 8.34 (weight of 1 lb of water) = 25,020 lbs
To get the lbs into tons we have to divide by 2,000 (2,000 lbs in a ton)

25,020/2000 = 12.51dry tons hauled that day.

12.51 x (Bid Amount) $459.00 = $5,742.09 Nutrigro earned that day for the amount of biosolids hauled.

Hope this helps understanding how the $459.00 is applied.

Feel free to call me if you have questions or stop out to the Biopure facility.

Thank You, Paul Cutter

DPW REPORT

March 23, 2021

- Check Wells/Towers/Booster Pump Weekly
- Read Water & Electric Meters
- Monthly Water Samples
- 14 Miss Digs So Far This Month
- Empty Garbage Cans Weekly
- Cold Patch Roads
- Grade Gravel Roads
- Street Sweeping Has Started, Now Sweeper is Broke
- Spring Cleanup of Grass Areas, Snow Plowing Damage
- Installing New Water Lines in John Gurney Park, Finish The Job We Started Last Spring

Hart Energy Department
3907 N. Oceana Drive
Hart, Michigan 49420
Off: 231-873-5367
Mike Schiller, Superintendent
Email - mschiller@cityofhart.org

Council Report 3/23/2021

The Energy Department is doing well and staying healthy. We have been trying to keep our distance with other employees. We also continue our daily health checks.

We have recently removed 5000' of old conductor between Washington St and Mechanic St near Ceres solution. With that we removed numerous structures which has cleaned up that area.

The crew has continually been updating street lights. We have recently changed out a decorative street light fixture across from City Hall with a frosted globe and led conversion kit. This could be an option to save roughly $30,000 on fixutres. There will be more to come on this item.

There is switch gear in industrial park that needs to be replaced. It is a critical part of the system that insures reliable power. The current switch gear is 33 years old. Council will see pricing on new switch gear in there packets.

Thank You,

Please feel free to call with any questions or concerns. 231-**873-5367 . Hart Energy Dept/Mike Schiller**

HEART DEPARTMENT REPORT
March 9, 2021

Updates

- Received $2,000 sponsorship from Hart Rotary ($1,000 for Music on the Commons and $1,000 towards Hart Sparks) in addition to the $4,000 Michigan council for arts and cultural affairs grant and $500 sponsorship from Shelby State Bank.
- Attending weekly Michigan economic Development Corporation's Economic Development enrichment courses.
- Exploring options for Walker property, 227 E Main
- Toured the West shore Community College Manistee location
- Meeting with the state, West Shore Community College, Community Foundation, Michigan Works, Hart school's Superintendent to continue discussions on how and where to open a college extension office
- Administering for the TIFA board
- Exploring the possibility of an established social district in the downtown
- Planning an open house tour of vacant commercial buildings in early May
- Ongoing development leads and economic development assistance as needed
- Securing contracts with bands for music on the commons
- Planning an event around the clown band coming to Hart

Committee Updates

- EDUCATION - working on bringing a college extension location/resource center to Hart (ongoing)
- INFRASTUCTURE – working to address downtown trees, streetscapes, wayfinding signage and applying for Wastewater Infrastructure Improvement EDC Grant (ongoing)
- INDUSTRY ACTIVITIES – applied for Match on Main Street $25,000 grant
- MARKETING – reviewed new website - working on a citywide wayfinding signage proposal (to lead guests to our attractions)

Next Regular HEART Meeting April 21, 2021 @ 4 PM

Respectfully Submitted,

Nichole Steel
Economic & Community Development Director

City of Hart Police Department

407 State Street Ph. (231)873-2488 Fax (231)873-0100 Hart, MI 49420-1259

Juan Salazar, Chief

TO: City of Hart Mayor, City Council, and City Manager
FROM: Juan Salazar, Chief of Police
DATE: March 23rd, 2021

RECENT EVENTS

From Thursday, March 4th, 2021, through Wednesday, March 17th, 2021, the Hart Police Department received 86 complaints ranging from Harassment Complaints, Found Property, Domestic Assaults, Motorist Assists, Child Abuse, Vehicle Violations, Criminal Sexual Conduct, Medical Assists, Unlawful Entry, Well-Being Checks, Property Damage Crashes, Animal Complaints, Alarms, Suspicious Situations, Malicious Destruction of Property, Conditional Bond Release Violation and Noise Complaints.

On Friday, March 5th, 2021, the Hart Police Department was dispatched to the 500 block of Griswold Street referencing a Domestic Assault. A 33-year-old Hart man shoved a 30-year-old Hart woman due to the woman being noted by the man hugging a 49-year-old Hart man. The man was arrested and lodged at the Oceana County Jail for Domestic Assault.

On Saturday, March 6th, 2021, the Hart Police Department was dispatched to the 200 block of State Street regarding a Disturbance. A 25-year-old Hart woman stated she had recently picked-up her husband, a 32-year-old Hart man, from the hospital. It should be noted; a 1-year-old child also was within the vehicle at the time. While en route to the Hart area, an argument erupted between the man and woman. While the woman was driving down the roadway, the man grabbed the steering wheel and jerked the steering wheel to the right, which made the vehicle go into the shoulder / grassy area of the roadway. The man also slammed on the brakes and placed the vehicle into the park again while traveling down the roadway and being a passenger in the vehicle. The woman grabbed her son and ran away from the area. The man was arrested and lodged at the Oceana County Jail for Child Abuse 4th Degree.

On Sunday, March 7th, 2021, the Hart Police Department was dispatched to the 10 block of State Street about a Disturbance. A 56-year-old Hart man and a 23-year-old Hart man were arguing regarding landlord/tenant issues. During the investigation, the 23-year-old Hart man was shown to have two (2) valid/active warrants for his arrest out of Oceana County. The man was advised he was being placed under arrest but began to run away from officers. Due to the icy conditions, the man and officer fell several times. The man was tased by an officer and taken into custody without incident. The officer sustained a shoulder injury during the commission of this arrest. A warrant was obtained for Resisting and Opposing.

On Monday, March 8th, 2021, the Hart Police Department was dispatched to the 300 block of Johnson Street referencing a Criminal Sexual Conduct 4th Degree complaint. A 10-year-old female juvenile is being touched in the "butt" area by a 10-year-old male juvenile. The female juvenile also disclosed several other instances of the male juvenile inappropriately touching other female juveniles. A report will be submitted to the Oceana County Prosecutor's Office.

On Tuesday, March 9th, 2021, the Hart Police Department was dispatched to the 2000 block of Comfort Drive regarding a white crystal-like substance located within a tissue container. After receiving information on who had occupied the room before the officer's arrival, officers transported the substance to the Hart Police Department. Officers tested the white crystal-like substance, which tested positive for Methamphetamine. An investigation is ongoing.

On Wednesday, March 10th, 2021, the Hart Police Department conducted a joint investigation along with Oceana County Child Protective Services in the 500 block of Griswold Street. It is reported that a 30-year-old Hart woman and a 49-year-old Hart man are having sexual intercourse and doing illegal drugs in front of children, an 11-year-old girl and a 4-year-old boy. An investigation is ongoing.

On Thursday, March 11th, 2021, the Hart Police Department was dispatched to a Malicious Destruction of Property complaint in the 10 block of State Street. While investigating this complaint, officers noted in plain view a large amount of used and unused syringes in cardboard boxes, single pills throughout the home and a large amount of multiple-sized batteries, which is known to manufacture Methamphetamine. A search warrant was obtained to search the home for other drug paraphernalia or drugs. An investigation is ongoing.

On Sunday, March 14th, 2021, the Hart Police Department initiated a traffic stop on Wood Street near State Street about an equipment violation. A 25-year-old Hart man was cited for Operating a Motor Vehicle without Insurance and Operating a Motor Vehicle without a License.

On Sunday, March 14th, 2021, the Hart Police Department initiated a traffic stop on Polk Road near State Street regarding a vehicle violation. A 20-year-old Freesoil man was cited for Operating a Motor Vehicle without Insurance.

Respectfully,

J. Salazar,
Chief of Police

Memo

To: Mayor and Council
From: Lynne Ladner
Date: 3/19/2021
Re: Resolution 2021-14 Hansen St. Project and Resolution 2021-19 Dryden St. Project

---

Ladies and Gentlemen,

As was brought before the Council at the March 9th meeting the city budgeted for the completion of the Hansen St project as part of FY 2021. We had hoped to obtain funding assistance from MDOT but two years of unsuccessful applications leaves us at a point where it has become necessary to consider moving forward with current funds.

At the March 9th meeting the Council asked to table Resolution 2021-14 to allow time to develop a cost estimate for the construction of a similar project on Dryden St from Hansen to Polk Rd. The Dryden St project is a bit more complex as the properties along that section of Dryden are currently served by septic systems not sanitary sewer, completion of this project without the extension of a sewer main at this time would necessitate the removal and reconstruction of the road surface. This project may or may not also necessitate the replacement of water service lines per the state mandate for service lines that are connected to lead service lines or connections. The current record plans for the area show that a portion of the pipe may be ductile pipe which would require the service lines to be removed.

The engineering estimate for design, bidding and construction is $50,500 with a total estimated project cost of $$256,150 for road construction, $30,100 for water service line replacement and $114,750 for the sewer main extension.

It is my recommendation that the council adopt Resolution 2021-14 Authorizing the final design, bidding and construction engineering for Hansen St.

It is also my recommendation that the Council adopt Resolution 2021-19 Authorizing the final design, bidding and construction engineering for Dryden St to include the water service line replacement and the sewer main extension.

Lynne

Prein&Newhof
Engineers▪Surveyors▪Environmental▪Laboratory

Estimate of Probable Cost

Owner:
City of Hart

Project Title:
Hanson Street Reconstruction - State Street to Hart Street

Date:
April 9, 2020

Project #:
2200381

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Mobilization	1	LS	$15,000	$15,000
2	Fill	575	Cyd	$10	$5,750
3	Machine Grading, Modified	7	Sta	$2,500	$17,000
4	Aggregate Base, 8 inch	2,300	Syd	$10	$23,000
5	Traffic Control	1	LS	$1,000	$1,000
6	Ditching/Grading Improvements	1	LS	$15,000	$15,000
7	HMA (330#/syd)	400	Ton	$110	$44,000
8	Curb and Gutter, Conc	650	Ft	$25	$16,250
9	Restoration	7	Sta	$1,500	$10,500
				Subtotal:	**$147,500**
				Allowance for Engineering, Administration and Legal (15%):	**$22,125**
				Contingency (10%):	**$15,375**
				Total Project Cost:	**$185,000**

These prices are based on costs observed during the 2019 and 2020 construction season. Please note that a detailed design has not yet been completed.

Prein&Newhof
Engineers▪Surveyors▪Environmental▪Laboratory

Estimate of Probable Cost

Owner:
City of Hart

Project Title:
DPW Parking Lot Paving

Date:
April 23, 2020

Project #:
2200381

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Mobilization	1	LS	$10,000	$10,000
2	Aggregate Base, 8 inch	2,000	Syd	$10	$20,000
3	HMA (330#/syd)	360	Ton	$135	$48,600
4	Misc. Stormwater Improvements	1	LS	$10,000	$10,000
				Subtotal:	**$88,600**
				Contingency (10%):	**$8,900**
				Total Project Cost:	**$97,500**

These prices are based on costs observed during the 2019 and 2020 construction season. Please note that a detailed design has not yet been completed.

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

March 18, 2021
2210322

Ms. Lynne Ladner, Manager
City of Hart
407 State Street
Hart, MI 49420

Re: Review of Dryden Street Reconstruction

Dear Ms. Ladner:

At the last City Council meeting, a request was made to review the possibility of including paving Dryden Street from Hanson Street to Polk Road with the repaving project that is proposed this year for Hanson Street. We have made a preliminary review and cost estimate to combine the project with the Hanson Street project.

In reviewing the utility information in the area, we discovered that there is currently no sewer on Dryden Street and that the World of Wonder Childcare Center and four homes on Dryden Street are currently served by onsite septic systems. There is no sanitary sewer on this road for them to connect to. If the city decides to pave the road, we recommend construction of a new sanitary sewer along Dryden Street from 200 ft north of Polk Road up to 400 ft north of Hanson Street. A map showing the proposed sewer along with existing utilities is attached to this letter.

This sewer was previously planned but never constructed and would serve the vacant lots along Dryden south of Hanson, the four homes on Dryden that currently have septic systems, and the World of Wonder Childcare Center on Hanson Street. It is not feasible to connect to the sewer on Hanson or State Street because it is too shallow. This work might also require easements in locations where the Dryden right-of-way was previously abandoned north of Hanson Street.

If the sewer is constructed, the DPW building and the bus garage could be redirected to the proposed sewer so that the old, very shallow sanitary sewer on Hanson could be abandoned. We also recommend replacing all lead water services on Dryden. We do not know exactly how many there are, but we have included seven in the cost estimate.

An Estimate of Probable Construction Cost for this project with the following assumptions is attached for your review.

- Removal of existing aggregate, placement of fill and new aggregate, and paving with Hot Mix Asphalt (HMA) to construct a 24 ft wide roadway. Curb and gutter are included for the intersections only.

- Replacement of storm catch basins as needed and provision of additional storm structures if necessary. Storm water management using infiltration and other Best Management Practices (BMPs) and/or storm sewer along Dryden may be needed.

4910 Stariha Drive Muskegon, MI 49441 t. 231-798-0101 f. 231-798-0337 www.preinnewhof.com

- Construction of approximately 1,100 feet of sanitary sewer along Dryden Street from 200 ft north of Polk up to 400 ft north of Hanson Street.

- Replacement of lead containing water services.

The total cost for the project is estimated at $501,300. This includes contingency and engineering costs. Approximately 64% is for the road only. The rest is for the sanitary sewer and water service replacements.

This project would significantly increase the Hanson Street project. We estimate a savings of about $10,000 in engineering costs if both projects are designed and constructed together. It is difficult to estimate savings in the construction costs. There may be some savings, but it is not likely to be significant. If this project is added to the Hanson Street project construction would likely be partially completed this fall, with the rest next spring.

If you decide to move forward with the larger project, the additional engineering fee will be $50,500 added to the fee already provided to you for the Hanson Street project. An option might be to pursue this project with the wastewater projects that the City is currently pursuing funding through SRF/USDA for. Please let us know if you have any questions or concerns regarding the information provided.

Sincerely,

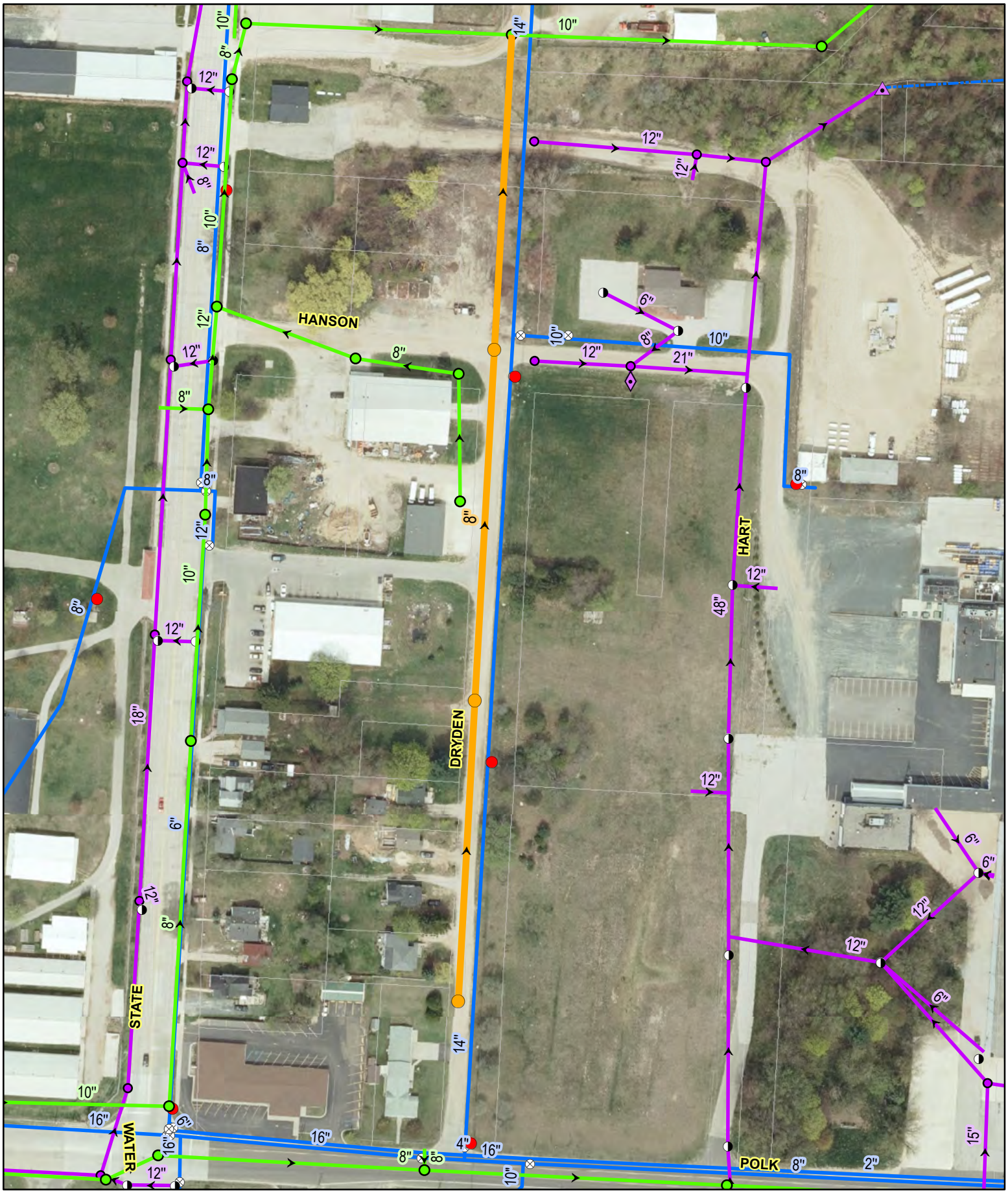
Prein&Newhof

Matthew R. Hulst, P.E.

Barbara E. Marczak, P.E.

C:

Enclosure: Dryden Street Utility Map, Estimate of Probable Construction Cost



LEGEND

- Prop. Sanitary Manhole
- Prop. Sanitary Main
- Sanitary Manhole
- Sanitary Gravity Main
- Storm Catch Basin
- Storm Manhole
- Storm Discharge Point
- Storm Gravity Main
- Open Drain
- Hydrant
- Water Main Valve
- Water Main

SCALE: 1 " = 150 '

CITY OF HART
OCEANA COUNTY, MICHIGAN
DRYDEN STREET UTILITIES
POLK TO HANSON

Prein&Newhof
2210322

F:\City of Hart\2210322_Dryden Street Estimate\2210322_Dryden Street Utilities.mxd - tdenooyer - 3/17/2021 9:14:27 AM

Estimate of Probable Cost

Owner:
City of Hart

Project Title:
Dryden Street - Polk to Hanson

Date: 3/17/2021

Project #: 2210322

Road Restoration

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Mobilization, Max 10%	1	LS	$39,485.00	$39,485
2	Traffic Control	1	LS	$5,000.00	$5,000
3	HMA, Rem	390	Syd	$5.00	$1,950
4	Dr Structure, Rem	1	Ea	$350.00	$350
5	Sewer, Rem, Less than 24"	115	Ft	$7.00	$805
6	Dr Structure, 48" Dia	3	Ea	$2,500.00	$7,500
7	Dr Structure, Tap, 15 inch	1	Ea	$500.00	$500
8	Sewer, Cl E, 15 inch, Tr Det B	600	Ft	$60.00	$36,000
9	Machine Grading, Modified	10	Sta	$2,000.00	$20,000
10	MDOT Type II Fill, CIP	1,300	Cyd	$10.00	$13,000
11	Aggregate Base, 8 inch	2,720	Syd	$10.00	$27,200
12	Shoulder, Cl III, 6 inch	420	Syd	$8.00	$3,360
13	HMA, (440#/syd)	660	Ton	$120.00	$79,200
14	Curb and Gutter, Conc	100	Ft	$20.00	$2,000
15	HMA Approach	30	Ton	$160.00	$4,800
16	Restoration	10	Sta	$1,500.00	$15,000
Road Construction Total:					$256,150

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
	Water Services				
12	Water Service, 1 inch	595	Ft	$40.00	$23,800
13	Water Service, Corporation Stop, 1 inch	7	Ea	$400.00	$2,800
14	Water Service, Curb Stop, 1 inch	7	Ea	$500.00	$3,500
	Water Service Total:				$30,100
	Sanitary Sewer				
17	Sanitary Sewer, 8 inch	1,175	Ft	$70.00	$82,250
18	Sanitary Sewer, Manhole	3	Ea	$3,500.00	$10,500
19	Sanitary Laterals	11	Ea	$2,000.00	$22,000
	Sanitary Sewer Total:				$114,750
	Sub-Total:				**$401,000**
	Allowance for Engineering and Contingency (25%):				**$100,300**
	Total:				**$501,300**

Note: Costs based on 2020-2021 construction costs.for easements are not included.
Costs for easements not included.

RESOLUTION 2021 - 19
City Council
City of Hart, Michigan
Oceana County

Resolution Authorizing final design, bidding, and construction engineering of the Dryden St. construction project

WHEREAS, the City Council requested that in conjunction with the Hansen St. Project that an estimate be presented for the completion of a similar project on Dryden St. from Hansen St. to Polk Rd.; and

WHEREAS, Prein Newhoff has provided that estimate for the construction of a hard surface road, replacement of water service lines and the extension of a sewer main which would serve the properties along Dryden that are currently connected to septic systems for an estimated total project cost of $501, 300 with $50,500 of that being for engineering services; and

WHEREAS, while this road is not currently a high use road, it does frequently incur large truck traffic exiting the Dollar General property, bus traffic to access the garage used by the OCCOA and large city trucks utilized by the DPW; and

WHEREAS, the City will be receiving funds estimated to be just over $204,000 in American Rescue Act (ARA) funding that has recently been approved by the federal government of which water and sewer infrastructure projects are specifically spelled out as approved expenditures of the funding;

NOW, THEREFORE, NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL

> *Accepts the proposal from Prein Newhoff for the design, bidding and construction engineering of the Dryden St project in coordination with the Hansen St Project in the amount of $50,500; and*
>
> *Authorizes moving forward with the project.*

Moved by _____, supported by _____ , and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on March 23, 2021.

Ayes: _____ Nays: _____ Absent: _____

I hereby certify this to be a true and correct copy of the document on file with the office of the City of Hart Clerk.

_____
Karla Swihart, City Clerk

Memo

To: Mayor and Council
From: Lynne Ladner
Date: 3/19/2021
Re: Resolution 2021-20 Parks and Recreation Master Plan update

---

Ladies and Gentlemen,

The City in order to apply and obtain funding for recreational projects must have on file with the state a current adopted Parks and Recreation Master Plan. The drafted their most recent plan in 2014/2015 and adopted it in 2015. The plan expired at the end of 2020 and needs to be updated, adopted and submitted to the state.

We have received proposals from Fleis and Vandenbrink in the amount of $4,900, Prein Newhoff in the amount of $9,600, West Michigan Shoreline Regional Development Corporation (WMSRDC) in the amount of $7,500 and a decline to submit from Fishbeck.

It is my recommendation that the council adopt resolution 2021 – 20 Accepting the Parks and Recreation Master plan update proposals and award the project to Fleis and Vandenbrink in the amount of $4,900

Lynne

RESOLUTION 2021 - 20
City Council
City of Hart, Michigan
Oceana County

Accept Parks and Recreation Master Plan update proposals and award contract

WHEREAS, the City is required to have a current Parks and Recreation Master Plan on file with the state in order to apply for and received funding assistance for projects.; and

WHEREAS, the City's plan drafted and adopted in 2015 has expired and needs to be updated and filed with the state; and

WHEREAS, we have received proposals from Prein Newhoff in the amount of $9,600, Fleis and Vandenbrink in the amount of $4,900, West Michigan Shoreline Regional Development Corporation (WMSRDC) in the amount of $7,500 and a decline to propose from Fishbeck;

NOW, THEREFORE, NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL

> *Accepts the proposal from Fleis and Vandenbrink in the amount of $4,900 for the completion of the Parks and Recreation Master Plan update; and*
>
> *Authorizes moving forward with the project.*

Moved by _____, supported by _____ , and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on March 23, 2021.

Ayes: _____ Nays: _____ Absent: _____

I hereby certify this to be a true and correct copy of the document on file with the office of the City of Hart Clerk.

_____
Karla Swihart, City Clerk

FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

March 4, 2021

Lynne Ladner, Manager
City of Hart
407 State Street
Hart, Michigan 49420

RE: Proposal to Professional Services for Park & Recreation 5 Year Master Plan Update

Dear Lynne:

We are pleased to provide our proposal for preparing a 5 Year Park and Recreation Plan Update for the City. Our proposal is based on preparing a plan to meet current Michigan Department of Natural Resources (MDNR) plan submittal and funding eligibility requirements. We assisted the City in the preparation of the previous 5 Year Plan. We have noted an email address that is to be used for communications regarding the status of the review meeting scheduling.

We recognize the following are necessary for your project's success:

- **Community Input.** Participation by members from the Planning Commission, City Staff, City Council, and general public must be a key component of the planning process and is key to the overall success of this project.
- **Inventory & Analysis** of existing public and quasi-public land, existing parks and facilities and current and proposed programs need to be evaluated and established to reflect the current and projected needs of the community.
- **Identify true and accurate user needs.** Public involvement through workshops, public hearings and surveys can aid in long-range planning for park & recreation facility and program needs.
- **Identify viable grant funding sources** that are necessary for implementation. The Recreation Plan is the first stage in seeking funding assistance.
- **Completion Date.** The final 5-year Recreation Plan is anticipated to be completed by prior to February 1, 2022.

Our project team of Landscape Architects and Engineers brings over 100 years of combined experience. We have a comprehensive understanding of the many diverse and sometimes competing complexities involved with Park and Recreation planning and design, which must be taken into consideration to meet the needs of active, passive, and challenged users in an integrated park setting.

SCOPE OF SERVICES

For recreational acquisition or development grant applications, the MDNR requires adopted plans, which are acceptable for not more than five years. Adopted plans require public input and a formal resolution to adopt the plan. Work will include updating demographic and economic data, updating an inventory of recreational facilities, conducting public workshops to identify current community needs, and developing a recreation plan to meet the needs of the community. The plan will be used to identify recreation programming needs and existing recreation opportunities. This plan will also be used to qualify the City for MDNR recreation grants for the next five years.

316 Morris Avenue, Suite 230
Muskegon, MI 49440
P: 231.726.1000
F: 231.726.2200
www.fveng.com

TASK 1 - START-UP MEETING /CONDUCT WORKSHOP (MEETING #1)

We will meet with representatives from the City Staff to confirm and to develop the project schedule. We will work together to identify a database of key community stakeholders who will interact with the community and consultants throughout the project. The City Manager will serve as a link with the consultants and will help facilitate the focus of the public forums. We will need input from the stakeholders and City Staff to establish goals and objectives for the public workshop and public hearing. We will also verify the scope of area to be addressed by the Master Plan and:

- Meet with the City Staff to review objectives.
- Obtain existing 5 year park & recreation plan, master plans or maps of existing park facilities.
- Solicit public input at an informal workshop to discuss the needs and goals and objectives for the Recreation Plan.

We will need input from the Staff to help identify key issues, establish goals and objectives, and start the process of building a consensus for the scope and elements included for each of the respective park facilities.

Schedule to complete Task 1 from authorization date 10 days

TASK 2 - REVIEW & PREPARE DEMOGRAPHIC & ECONOMIC DATA

The recreational planning process needs to take into account the conditions of the actual park facilities, external factors, community growth patterns and the effect that these may have on the statistical data, examine ways to improve the data collected and then re-examine a more holistic approach to what the Community's true recreational needs really are. The data reviewed and synthesized will include:

- Physical attributes.
- Demographics (Census Data, etc.).
- Local Government Structure and Operational Budget.
- Community Master Land Use Plan and other planning related documents.

Schedule to complete Task 2 from authorization date 20 days

TASK 3 - PREPARE POPULATION-BASED STANDARDS / NEEDS ANALYSIS

We will utilize the National Recreation and Park Association (NRPA) *1995 Park, Recreation, Open Space and Greenway Guidelines* by James D. Mertes and James R. Hall that recognize the importance of establishing and using park and recreation standards as:

- A national expression of minimum acceptable facilities for the citizens of urban and rural communities.
- A guideline to determine land requirements for various kinds of park and recreation areas and facilities.
- A means to justify the need for parks and open space within the overall land-use pattern of a region or community, which can be best be defined as "the process of assessing the park, recreation, and open space needs of a community and translating that information into a framework for meeting the physical, spatial and facility requirements to satisfy those needs."
- We will prepare the Summary of Existing Parkland and Uses in relation to these guidelines**.**
- Summarize the ADA compliance inventory of existing facilities. Actual inventory data to be provided by the City or gathered from visual observations.

Schedule to complete Task 3 from authorization date 30 days.

TASK 4 - DEFINE & PREPARE COMMUNITY GOALS AND OBJECTIVES (MEETING # 2)

We will facilitate a public meeting/workshop involving the community stakeholders and the general public. We will encourage the Staff to invite key representatives from area groups such as recreational league organizers, senior groups and any others deemed appropriate. We will anticipate that one of these meetings will be held in conjunction with the area schools in order to get young people of all ages involved in the process. The goal of the first public meeting/community workshop will be to discuss the perceptions, needs and opportunities for the community as a whole. In addition, we will discuss such topics as:

- Community Identity and Character.
- Recreation and Culture.
- Natural Resources and the Environment.
- Historic Preservation.
- Commercial Development

The primary goals of these workshops will be to:

- Solicit public input on needs and goals and objectives for the Recreation Plan.
- Assess existing recreation opportunities.
- Assess recreation needs and priorities.
- Outline plan of action to meet community goals.

Schedule to complete Task 4 from authorization date 45 days.

TASK 5 - PREPARE AND PRIORITIZE 5-YEAR RECREATION CAPITAL IMPROVEMENT SCHEDULE

Costs and economic realities need to be kept in mind even at the master plan stage. Proposed design elements and solutions need to be aesthetic as well as practical. Our design team will develop preliminary cost projections based on the input received from the public, the Planning Commission and City Staff. Given the larger scale often associated with recreational projects, we would work with the City Staff to develop a Logical Phasing Plan and Schedule. This section will be directly tied to the public input gathered as well as the defined methodology that the City may consider for a cost/benefit analysis approach to establishing these priorities.

We will:

- Assign priority to address needs and implement improvements.
- Prepare estimated cost projections.
- Prepare capital improvement recommendations and schedule.
- Identify funding sources.

Schedule to complete Task 5 from authorization date 60 days.

TASK 6 - PUBLIC HEARING & PRINTING (MEETING # 3)

We will develop a Final Five Year Master Plan Update and will present it at a final public meeting. We will:

- Attend public hearing for review and comment on recreation plan draft.
- Revise and assemble the plan per public input.
- Present revised plan at City Council meeting for acceptance
- Submit approved copy of Recreation Plan to the MDNR prior to February 1, 2022 deadline
- Provide the City with one printed copy of Recreation Plan, one electronic copy saved in PDF format and one electronic copy saved in Word format. All other printing is the responsibility of the City.

Schedule to complete Task 6 from authorization date 90 days.

Not included in our proposed scope of work at this time, we have experience and can provide professional services in the following areas:

- Preparation of Site Specific Preliminary Master Plans
- Preparation of MDNR Grant Application(s)
- Preparation of any written survey
- Design and preparation of construction documents
- Bidding and contractor selection
- Construction Management
- Topographical Survey



FEE

Our services will be provided as a starting basis of working with existing plan with simple editing and reformatting. Community-wide surveys are not included in our fee.

Task	Description	Fee
Tasks 1 - 6	Prepare 5 Year Park and Recreation Master Plan Update	$4,900

We currently have the in-house staff necessary to complete all aspects of a parks and recreation master plan for the City. Task 1 - 6 would begin in the summer or early fall to meet the plan filing deadline of February 1, 2022. If acceptable, please sign where indicated below as authorization to proceed with the project. If there are questions, please call us at 231.726.1000.

Sincerely,

FLEIS & VANDENBRINK

Michael Mattzela, P.E.
Project Manager
mmattzela@fveng.com

Don DeVries, P.E.
Principal

cc: Fleis & VandenBrink
Rick Stout, LLA LEED AP
Landscape Architect
rstout@fveng.com

WORK AUTHORIZATION

Fleis & VandenBrink Engineering, Inc. (F&V) is hereby authorized to perform Services as detailed in this proposal under the existing Professional Services Agreement (PSA) with F&V dated May 7, 2013.

CITY OF HART

_____ _____

Lynne Ladner, Manager Date

From: Stephen Carlson
To: Lynne Ladner
Cc: Erin Kuhn
Subject: Hart Recreation Plan
Date: Friday, February 19, 2021 4:58:59 PM
Attachments: Plan Certification Checklist_Nov2018.docx

Hi Lynne,

It was nice talking with you today about the Hart Park and Recreation Master Plan. It is a very nice plan, and would require a fairly simple process to update. I have attached the DNR checklist for your information regarding the requirements that must be met for DNR approval. To my knowledge, the city will need to submit an updated plan to the DNR for review and certification before February 1, 2022 be eligible for recreation grants through the Michigan DNR for the years 2022-2026. Further, grant applications are due no later than April 1 of the year of application.

WMSRDC may be able to assist with the update process. However, it is not the intent of WMSRDC to compete with the private sector to provide planning assistance to communities. It is our policy to recommend that private sector consultant options first be explored. Also, please know that WMSRDC does not respond to any sort of request for proposals for matters such as recreation plans and master plans.

Generally speaking, we have found that the cost to create a recreation plan typically is around $7,500. The actual cost may be adjusted depending on the specifics of a project. Alternatively, WMSRDC may be able to provide guidance or support for little or no cost if a community decides to create or update a plan “in house.” We are happy to discuss options with you after private sector options have been explored.

Please know that WMSRDC has a very busy 2021 work program. In order to meet the February 1, 2022 deadline, WMSRDC would need to begin a planning process in the coming April-May period. Please stay in touch, and let me know if you have any questions. I hope to hear from you soon.

Best Regards,
Stephen

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

March 15, 2021

Ms. Lynne Ladner
City Manager
City of Hart
407 State Street
Hart, MI 49420

RE: Proposal for 5 Yr. Parks & Recreation Master Planning

Dear Ms.Ladner,

Thank you for the opportunity to provide a proposal to update your MDNR 5-Year Parks & Recreation Plan. The scope we are proposing below is based on the minimum requirement set forth by the MDNR. We also plan to use as much as possible from your expired plan while also making some improvements.

Scope of Services

Phase 1 – Inventory & Update

- Update Community Descriptions / Administrative Structure
- Update Recreation Inventory & Park Maps
- Update Census Data & Board/Committee Info
- Visit parks and develop an Accessibility Assessment and Score per MDNR

Phase 2 – Public Input

- Develop a printed and online public survey to access the public opinion.
- Review the survey data to look for trends to inform future goals.
- Summarize public survey data.

Phase 3 – Update the Plans

- Using your new survey data, work with the township to update your goals & objectives for future park system improvements.
- Work with the township to update your list of future actions/projects you want to pursue over the next 5+ years.

Phase 4 – Submit and Adopt the Plans

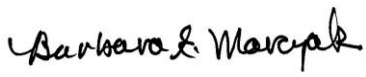
- Finalize the parks plan and assist with executing the board resolution.
- Gather final meeting notices, agenda, and minutes.
- Assist the township with submission to MiRecGrants website.

We propose to perform these services on a lump sum basis for $ 9,600 with invoices billed monthly along with an update of the work completed to date. Should you accept our proposal we will put together a Professional Services Agreement and would expect to complete the work within approximately six months.

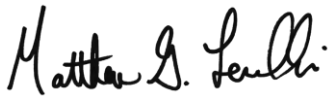
We appreciate the opportunity to submit this proposal and look forward to being able to serve the City of Hart in this capacity. Please call if you have any questions.

Sincerely,

Prein&Newhof



Barbara E. Marczak, P.E.
Team Leader



Matthew G. Levandoski, ASLA, PLA
Landscape Architect

MGL/mgl

Cc: Matt Hulst, PE (Prein & Newhof)

From:	Berrevoets, Mike
To:	Lynne Ladner
Subject:	RE: Parks and Rec Master Plan
Date:	Tuesday, February 23, 2021 4:26:16 PM

Lynne,

Thanks for reaching out. Unfortunately, Parks and Rec Master plans are one of the few things Fishbeck doesn't work on. We could find a partner to help out with it if you'd like to explore that option.

Thanks,

Mike Berrevoets, PE | Vice President/Senior Civil Engineer
Fishbeck | w: 616.464.3927 | c: 616.299.2126 | Fishbeck.com

From: Lynne Ladner <LLadner@cityofhart.org>
Sent: Monday, February 22, 2021 7:23 AM
To: Berrevoets, Mike <mberrevoets@fishbeck.com>
Subject: Parks and Rec Master Plan

Mike,

The City of Hart needs to update its Parks and Rec Master Plan (expired in 2020) and are looking to complete the project by February 2022 in order to be available for the April 2022 grant cycle. I am not looking for a detailed cost proposal at this point just a ballpark cost estimate as I want to provide the council with information as we are working through the preliminary FY 22 budget items. Our master plan was a from the ground up new plan developed in 2015, so it is pretty much up to date just needs to be reviewed and updated per state requirements with the 2020 expiration.

Lynne Ladner, (she/her) MPA, ICMA-CM, SHRM-SCP
City Manager
City of Hart, MI
231-873-2488
www.cityofhart.org



LinkedIn | Twitter | Facebook

Memo

To: Mayor and Council
From: Lynne Ladner
Date: 3/19/2021
Re: Resolution 2021-21 Biosolids removal bid

Ladies and Gentlemen,

Each year the city is required to contract for the disposal of the biosolids from the wastewater treatment plant. The current contract expired in 2020 and Paul Cutter has solicited bids from organizations in the region that are licensed to handle the disposal of the biosolids, but only one organization Nutrigro Environmental bid for the biosolids.

This is an area that is becoming a tight market of providers as the state requires that biosolids be disposed of either by land applying to cropland (specific crops only permitted) or landfill disposal. Landfill disposal is much costlier as you must pay the contractor to remove the biosolids and also pay the landfill costs.

It is my recommendation that the council adopts Resolution 2021-21 accepting the bid from Nutrigo Environmental in the amount of $459/dry ton, waives the bidding requirement due to lack of bidders, and authorizes the City Manager to sign the contract.

Lynne

City of Hart
407 South State St.
Hart, MI 49420

Proposal for Hauling & Land Application of Liquid Biosolids

NUTRIGRO ENVIRONMENTAL SOLUTION INC

April 7, 2021

Business Information		Business Details	
Company	NutriGro Environmental Solutions Inc (a subsidiary of Gawne Trucking Inc)	**Established**	1997
Address	P. O. Box 84 Charlotte, Mi. 48813	**Servicing Area**	Michigan
Phone number	517-204-4492	**Market Served**	Municipalities Agricultural Sector
Owner/President	Jamie Gawne	**Services**	• Hauling and Land Application of biosolids • Digester Cleaning • Lagoon Services • Agricultural Manure Management
Website	(under construction)	**Annual volume hauled**	• 55 million gallons biosolids
Email	jg@nutrigroesi.com	**Number of Employees**	10
Headquarters	Charlotte, Michigan	**Agronomic Competency**	NutriGro Environmental Inc. employs a full-time agronomist with over 30 years' experience. We permit and calculate the agronomic rate to ensure compliance with EPA 40 CFR Part 503 regulations and all MDEQ and US-EPA regulations for the land application of wastewater sludge.

Equipment List	Equipment Safety
12 Semi Trucks 15 top loading tankers-all capable of hauling ≥ 10,000 gallons • (12) 12,000 gallon capacity & (3) 10,000 1 tractor with 8500 gallon spreader 1 tractor with 13,000 gallon spreader 2 tractor with pit pump 3 portable top loading pipe & stand for loading tanker 4 Terragators	Yearly safety inspections Monthly routine maintenance Safety Management Systems Inc. (record keeper) (records available upon request)
	Employee Safety
	CDL-A with Tanker Endorsements Clean driving records Random Screening program OSHA standards

Proposal
for
City of Hart

for the Removal, Transportation, Land Application and Agronomic Management of Biosolids

March 7, 2021

Nutrigro Environmental Solutions, Inc. ("NutriGro") (Contractor) proposes to provide the labor, materials, and services necessary for the removal, transportation, and land application of Biosolids ("Biosolids") for The City of Hart (Owner).

I. Responsibilities of Nutrigro

A. Acceptance of Biosolids

Contractor shall accept from the Owner Biosolids that are suitable for beneficial use in a land application program under federal, state, and local laws, rules, and regulations. The acceptance of Biosolids by Contractor does not release the Owner for the ultimate responsibility for the Biosolids meeting Federal and State Regulations. If at any time the Biosolids does not meet Federal and State Regulations or becomes unfit for land application for other reasons, no other method or cost of disposal will be Contractor's responsibility.

B. Biosolids Removal, Loading, and Transport

Contractor shall provide the necessary labor and equipment to transport and land apply Biosolids to suitable farmland application sites in accordance with federal, state, and local laws, rules, and regulations. The vehicles utilized for the transportation of Owner's Biosolids shall be watertight and shall not leak.

Contractor understands that the Wastewater Treatment Plant has approximately +/- 4,000,000 gallons. Contractor will safely and effectively remove Biosolids residue in such a manner and in sufficient quantities to provide Owner with continuous and adequate operational capacity.

C. Hauling Schedule

Contractor shall land apply biosolids as needed to correlate with available farmland and available.

D. Computation of Quantity Removed

Contractor shall provide to the Owner a copy of a Contractor load sheet which details the following: date, time the truck left the WWTP, truck number, driver name, gallons / weight of Biosolids loaded on the vehicle, and farmer name. One copy of the load sheet(s) will remain with the Owner and the others will remain with Contractor.

E. Land Application of Biosolids Residuals

Contractor shall provide labor and equipment to properly apply the Biosolids by sub-surface application, to suitable application sites at agronomic rates in accordance with all applicable federal, state and local laws, rules and regulations.

F. Analyses & Permits

Contractor can provide Biosolids residual analyses for total metals and nutrients required by the IEPA, 40 CFR Part 503 Regulations and the Owner's permit. Contractor has no analysis calculated in the unit price and will be billed as a separate service to the owner. Contractor shall be responsible for all routine soil fertility analyses associated with land application of Owner's Biosolids during the length of this Contract.

G. Insurance

Contractor shall provide and maintain always during the term of this Agreement the following minimum insurance coverages:

1.	(a) Worker's Compensation (Statutory)	$1,000,000
	(b) Comprehensive General Liability	
	Each Occurrence	$1,000,000
	General Aggregate	$2,000,000
	Products-comp/ops	$2,000,000
	Aggregate	$2,000,000
	(c) Comprehensive Automobile Liability	
	Combined Single Limit	$1,000,000
	(d) Umbrella or Excess Liability	$5,000,000

H. Good Faith

If Contractor is unable to remove and land apply the Owner's Biosolids because of changes in the Biosolids that make it unfit for land application on agricultural land as defined or interpreted by federal, state or local regulatory agencies, or due to circumstances beyond Contractor's control such as inclement weather, frozen soils, or as the result of strikes, acts of God, change in law or permits or other occurrences not reasonably within the range and control of Contractor, Contractor may not be able to land apply Biosolids residual per Federal or State Regulations. If this situation were to arise, Contractor would complete this project as soon as possible after the extenuating circumstances have been remedied or give notice to Owner that new or different alternatives would have to be discussed. The parties agree to negotiate in good faith to resolve the matter.

I. Hold Harmless

Contractor, upon execution of the contract, agrees to assume all liability for and protect, indemnify, and save the Township, its agents, officers, and employees harmless from and against all actions, claims, demands, judgments, losses, expense of suits or actions and attorney fees for injuries to, or death of, any person or persons whomsoever, including the parties hereto, and their agents. Contractor shall pay, settle compromise, and procure the discharge of all claims and losses, damages, and expenses. No employee of the contractor shall at any time be considered an agent or employee of the City.

J. Equal Employment Opportunity

Contractor is an Equal Opportunity Employer.

II. Responsibilities of the Owner

A. Access

The Owner shall provide access for Contractor to facilitate the removal of Biosolids from the Owner's facility and shall include access roadways, gates, etc. as applicable. Owner shall also provide access to Owner's property.

B. Biosolids Quality and Permits

The Owner shall provide all information integral to the generation and composition of the Biosolids residuals that are to be land applied. The Owner agrees and hereby certifies that none of the materials to be provided to Contractor under this Agreement shall constitute hazardous waste under federal, state or local law. The Owner guarantees that it will not combine or mix hazardous waste with the material to be provided to Contractor. The Owner shall provide high quality, nonhazardous, stabilized Biosolids to Contractor that is acceptable for land application.

C. Permits

The Owner agrees to provide copies of all applicable permits and approvals acquired from regulatory agencies to Contractor that are relevant to the proposed work. The Owner shall be responsible for and maintain all required federal, state and local Biosolids management permits as required by federal, state or local laws, rule and regulations. The Owner shall abide by and shall have definition and responsibilities as a "preparer" of the Biosolids residual under the requirements of US EPA and IEPA.

D. Material Consistency

Contractor will receive notice from the Owner if any drastic operations changes will be made that will affect the Biosolids residual material to be land applied.

E. Biosolids Residual Quantity

This proposal is based on the Owner's anticipated volumes of approximately +/- 4,000,000 gallons of biosolids. If required, the WWTP agrees to supply wash water to Contractor at no cost.

F. Loading Responsibilities

Contractor will provide.

G. Agronomic Responsibilities

Contractor will provide.

H. Reporting Requirements

Contractor will provide.

III. Contract Term

IV. Costs

Contractor proposes costs at the following rates:

A. Land Application Services for Biosolids Residuals Removed from the lagoon.

Cost of Services

Biosolids hauling and land application - **$459.00 per dry ton.**

V. Payment Terms

Contractor will invoice City of Hart when removal of the biosolids is complete.

- The net amount due of each invoice shall be due in full within thirty (30) calendar days from the invoice date.
- A two percent (2%) per month late charge will be applied to all unpaid balances greater than thirty (30) calendar days unpaid.

VI. Force Majeure

Contractor will use its commercial best efforts to remove fifteen to twenty thousand dry tons of material on an annual basis. If performance is delayed because of acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, blizzards and other adverse and inclement weather, fires, explosions, floods, acts of a public enemy, wars, blockades, insurrections, riots or civil disturbances; labor disputes, strikes, Work slowdowns, or Work stoppages; orders or judgments of any Federal, State or local court, administrative agency or governmental body, if not the result of willful or negligent action of the party relying thereon; power failure and outages affecting the Premises; and any other similar cause or event, including a change in law, regulation, ordinance or permit, provided that the foregoing is beyond the reasonable control of the party claiming Force Majeure, then such party shall give to the other party prompt written notice of the Force Majeure with reasonable full details concerning it; thereupon the obligation of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure without penalty. The affected party shall use all possible diligence to remove the Force Majeure as quickly as possible, but his obligation shall not be deemed to require the settlement of any strike, lockout, or other labor difficulty contrary to the wishes of the party involved.

Acceptance:

We accept the terms and conditions of this Agreement as prepared and presented to the City of Hart

By signing this Agreement, the individuals guarantee that they have the authority to bind the respective parties in this Agreement.

Submitted by:

Nutrigro Environmental Solutions, Inc.

_____ Date: _____

Accepted by:

City of Hart

By:

_____ Date: _____

This proposal is valid for 30 days after today's date.

Current Projects & References			
Project/City (Gawne Trucking)	Mason Waste Water Treatment Plant	**Project/City (Gawne Trucking)**	Delhi Waste Water Treatment Plant
Contact	Sam Bibler, Plant Superintendent	**Contact**	Jeff Raines
Phone	517-676-1166	**Phone**	517-699-3873
Project/City (Gawne Trucking)	Sturgis Waste Water Treatment Plant	**Project/City (Gawne Trucking)**	City of Marshall
Contact	Tom Sikorski, Plant Superintendent	**Contact**	Alec Agnatuk
Phone	269-659-7250	**Phone**	269-781-9814
Project/City (Gawne Trucking)	Michigan State University	**Project/City (Gawne Trucking)**	City of Mt. Pleasant
Contact	Tony Boughton	**Contact**	Steve Hein
Phone	517-719-4606	**Phone**	989-779-5451
Project/City (Gawne Trucking)	Union Township	**Project/City (Gawne Trucking)**	City of Battle Creek
Contact	Mike Dearing	**Contact**	Richard Beardslee
Phone	989-775-5574	**Phone**	269-966-3513
Project/City (NutriGro Env. Sol)	City of Holland	**Project/City (NutriGro Env. Sol)**	City of Grand Haven
Contact	Bill Grysen	**Contact**	Dave Krohn
Phone	616-292-2978	**Phone**	616-847-3485
Project/City (NutriGro Env. Sol)	City of Hart	**Project/City**	
Contact	Paul Cutter	**Contact**	
Phone	231-638-1963	**Phone**	

PROPOSAL

Date: 3-7, 2021

City of Hart Company Name:

407 South State Street
Hart, Michigan 49420

Subject: Biosolids removal, hauling, land application and agronomic management project

Ladies & Gentlemen:

The undersigned company (Contractor) proposes to enter into an Agreement with the City of Hart (CITY) on or about March 9, 2021 and to complete all Work as specified for the Unit Price listed hereinafter. In submitting this Proposal, undersigned represents, as more fully set forth in the Agreement, that;

a) Undersigned has examined the draft Agreement including any and all Addenda officially issued, the receipt of which is hereby acknowledged:

ADDENDUM NUMBER	DATE OF RELEASE	SIGNATURE
#1		
#2		

b) Undersigned has examined the premises and is aware of the existing conditions where the work is to be performed, the legal requirements and local conditions affecting cost, progress, furnishing or performance of the work and has made such independent investigations as undersigned deems necessary.

c) This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation; undersigned has not directly or indirectly induced or solicited any other entity to submit a false or sham proposal; undersigned has not solicited or induced any person, firm or a corporation to refrain from proposing; and undersigned has not sought by collusion to obtain for himself any advantage over any other entity or over CITY.

d) This Proposal shall be incorporated into the Agreement and shall bind the Contractor to its terms.

The contractor agrees to be on location and perform biosolids removal **within 60 days** of notification from the City. Failure to complete the biosolids removal within 60 days of notification may incur a penalty of $0.005/ gallon.

e) The Contractor agrees to complete the Work in accordance with the Agreement for the following Base Rate Unit Price through December 31, 2021 with annual CPI-U adjustments through December 31, 2025. Enter in the space provided the "Base Rate Unit Price per Dry Ton" biosolids removed, hauled and land applied:

BASE RATE PROPOSAL for 2021		**PAYMENT METHOD**	
Workscope	**Annual Estimated Quantity**	**Base Rate Unit Price per Dry Ton***	
Removal, hauling, land application & agronomic management using Contractor-supplied and Contractor-operated dredge	Up to 4,000,000 gallons	$ 459.00	
*Dry pounds = Million Gallons X (% solids X 10,000) X 8.34 *Dry tons = Dry pounds/2000			
Example: 2 Million Gallons X (5% solids X 10,000) X 8.34 = 834,000 pounds = 417 dry tons Example: 417 dry tons X $100 per dry ton = $41,700			
Base Rate Unit Price per Dry Ton to be adjusted annually in accordance with Agreement.			

f) This Proposal may not be withdrawn for a period of 30 days after Proposal opening. The CITY reserves the right to reject all Proposals. The undersigned agrees, if awarded, to sign the Agreement and submit satisfactory evidence of insurance coverage within 14 days after the date of CITY'S Notice of Award. The undersigned agrees that time is of the essence and, if awarded, the Contractor will be prepared to mobilize and commence biosolids removal within 30 days from the effective date of the Agreement.

Company name:	Nutrigro Environmental Solutions Inc		
Address:	P.O. Box 84		
	Charlotte, mi 48813		
Phone number:	517-204-4492	Email address:	
By signing this proposal, I certify that I am authorized to do so and that I have the authority to bind the company to the terms and conditions established in the Agreement and this Proposal.			
Authorized signature:	Jamie Gawne		
Printed name:	Jamie Gawne		

RESOLUTION 2021 - 21

City Council

City of Hart, Michigan

Oceana County

Accepting Bid for Biosolids removal, waive bidding requirements and authorize City Manager to sign the contract

WHEREAS, the contract for the removal of BioSolids from the wastewater treatment plant has expired; and

WHEREAS, the BioPure Superintendent has solicited bids to pay for the removal of the biosolids for calendar year 2021 through calendar year 2025; and

WHEREAS, the City has received only one bid from individuals in the region that complete this type of work and that is Nutrigro Environmental Solutions (Charlotte, MI) in the amount of $459/dry ton with annual CPI-U adjustments for the term of the contract;

NOW, THEREFORE, NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL

> *Accepts the proposal from Nutirgro Environmental in the amount of $459/dry ton, waives the requirement for additional bids; and*
>
> *Authorizes moving the City Manager to sign the contract.*

Moved by _____, supported by _____ , and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on March 23, 2021.

Ayes: _____ Nays: _____ Absent: _____

I hereby certify this to be a true and correct copy of the document on file with the office of the City of Hart Clerk.

_____

Karla Swihart, City Clerk

Memo

To: Mayor and Council
From: Lynne Ladner
Date: 3/19/2021
Re: Resolution 2021-22 Industrial Park Switch Gear

Ladies and Gentlemen,

Energy Superintendent has solicited bids for the replacement of the switch gear in the Industrial Park. Two of the bids are from Power Line Supply one for equipment from Federal Pacific in the amount of $19,104, and for Hubble Switch equipment in the amount of $13,591, and the third bid from Eaton in the amount of $18,957.

Mike has requested that the authorize the purchase of the Federal Pacific switch gear, as this is similar to the current equipment that will allow for the reuse of the existing base and terminals which will allow the Energy Department to work on the equipment being removed for reconditioning for use as back-up equipment.

The Federal Pacific bid is not the low bidder for the equipment but Mike estimates the cost to replace the base and terminals to be approximately $10,000 which would make the Federal Pacific bid the lowest equipment cost and overall project cost.

It is my recommendation that the Council adopts Resolution 2021-22 accepting the bids on switch gear for the Industrial Park and awards the contract to Power Line Supply for the purchase of the Federal Pacific switch gear.

Lynne

Power Line Supply
420 Roth Street Suite A
Reed City, MI 49677
US
231-832-2297

QUOTATION

Order Number	
12522281	
Order Date	Page
3/05/2021 13:37:15	1 of 1

Bill To:
Hart, City Of
Attn: Accounts Payable
10 Water Street
Hart, MI 49420
US
231-873-5367
Attn: Cheri Eisenlohr

Ship To:
Hart, City Of
3907 North Oceana Drive
Hart, MI 49420

Requested By: Mr. Mike Schiller

Customer ID: 100316

PO Number	*Freight*	*Carrier*	*Taker*
Federal Pacific Swtich quote	Prepaid		LORI_MANACK

Quantities					*Item ID* / *Item Description*	*Pricing UOM/Size*		*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*					
					Order Note: lead time 15 weeks. ARO				
					Order Note: see attached spec sheets				
					Order Note: Quote valid for 30 days				
1.0000	0.0000	1.0000	EA	1.0	(001) PSE-9-44221-E4-E5 Switch Pad Mounted 15kV Dead Front 95kv Bil, Air Insulated, UL Listed, with (2) 3-pole 600 amp group operated auto-jet switches provided with dead break 600amp bushing (1) per phase, and (2) 3-phase sets of fuse mounting for SM-4 fused provided with 200amp bushing wells (1) per phase	EA	1.0	19,781.0000 **Lead Time Days ARO:** 0	19,781.00
1.0000	0.0000	1.0000	EA	1.0	(002) PSI/II-9-44221-B1-B2-E3-G1-G2 Switch 15kV Live Front Pdmnted 95kv Bil, Air Insulated, UL Listed, with (2) 3-pole 600 amp group operated auto-jet switches and (2) 3-phase sets auto-jet fuse mountings for SM-4 fuses	EA	1.0	19,104.0000 **Lead Time Days ARO:** 0	19,104.00

Total Lines: 2

THIS QUOTATION AND/OR ACKNOWLEDGEMENT ARE SUBJECT TO OUR STANDARD TERMS OF SALE WHICH CAN BE ACCESSED AT: HTTPS://WWW.USCCO.COM/TERMS/TACA.ASPX OR WE WILL SEND YOU A COPY UPON YOUR REQUEST BY CALLING 1-800-832-2297

SUB-TOTAL:	38,885.00
TAX:	0.00
AMOUNT DUE:	**38,885.00**
U.S. Dollars	

Please note: Due to extreme market volatility surrounding Sections 232 and 301 tariffs, all quoted prices are subject to confirmation at time of order entry. We continue to monitor the changing market conditions and appreciate your understanding during these unprecedented times.

FEDERAL PACIFIC

Ed Cole
Pad-Mount Sales & Application Engineer
601 Old Airport Road, Bristol, VA 24201
(276) 645-8940 • FAX (276) 645-8212
Ed.Cole@electro-mechanical.com

FP QUOTATION

TO: Phil Santi – KW Associates

COPY: **Dave White – Federal Pacific**

DATE: February 23, 2021

SUBJECT: RFQ for City of Hart
FP Quotation #: 543007-Revision Two

TOTAL NUMBER OF PAGES 2 (including this sheet)

THE FOLLOWING BILL OF MATERIAL CONSTITUTES OUR COMPLETE OFFERING; NO OTHER WRITTEN SPECIFICATIONS WILL APPLY.

Item	Qty	Description
1A	1	PSE-9-44221-E4-E5 15KV, 95KV BIL, **Dead-front, Air Insulated, UL Listed,** Padmounted Switchgear with two (2) 3-pole 600 amp group operated Auto-jet switches provided with dead-break 600 amp bushings (one (1) per phase) and two (2) 3-phase set(s) of fuse mountings for SM-4 fuses provided with 200 amp bushing wells (one (1) per phase). Included are: E4 - Fuse storage hooks at compartment 1 E5 - Fuse storage hooks at compartment 2 6 - SM-4Z fuse holders

Item	Qty	Description
1B	1	PSI/II-9-44221-B1-B2-E3-G1-G2 15KV, 95KV BIL, **Live-front, Air Insulated, UL Listed,** Padmounted Switchgear with two (2) 3-pole 600 amp group operated Auto-jet switches and two (2) 3-phase set(s) Auto-jet fuse mountings for SM-4 fuses. Included are: B1 - Dual purpose switch barriers B2 - Dual purpose fuse barriers E3 - Fuse storage hooks at compartments 3 & 4 G1 - Ground studs in all fuse compartments G2 - Ground studs in all switch compartments 6 - SML-4Z fuse holders

Comments and Clarifications:

1. Elbows and inserts are not included as part of our proposal.
2. Pricing is valid for 30 days.
3. Payment Terms are NET 30 Days.

Normal Shipments shall begin in approximately **15 weeks** (excluding holidays) after our acceptance of your formal purchase order, complete with all technical details and data required to release the equipment for manufacture. If a better shipping schedule is required, please consult the factory for review of current manufacturing schedule. When drawing approval is required, the above shipping estimates must be increased by the time necessary for the drawing approval process. Approval drawings (if required) will be submitted 3-4 weeks after our acceptance of an order. The shipping estimates are subject to change at time of order based on current production backlog.

Freight Terms

(1) **Freight will be EXW Factory with seller paying freight.**
(2) The seller will determine the method of transportation and the routing of the shipment. Where the purchaser requires shipment by a method of transportation or routing other than that of the seller's selection, any additional transportation and/or packing expense is to be borne by the purchaser.

All transactions are subject to EMC's Sales Terms and Conditions found at:

Please contact your customer service representative if you are unable to access the site listed above.

Power Line Supply
420 Roth Street Suite A
Reed City, MI 49677
US
231-832-2297

QUOTATION

Order Number	
12522276	
Order Date	Page
3/05/2021 13:23:40	1 of 1

Bill To:
Hart, City Of
Attn: Accounts Payable
10 Water Street
Hart, MI 49420
US
231-873-5367
Attn: Cheri Eisenlohr

Customer ID: 100316

Ship To:
Hart, City Of
3907 North Oceana Drive
Hart, MI 49420

Requested By: Mr. Mike Schiller

PO Number	*Freight*	*Carrier*	*Taker*
Hubbell Switch quote	Prepaid		LORI_MANACK

Quantities					*Item ID* / *Item Description*	*Pricing UOM/Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM Unit Size*	*Disp.*				
					Order Note: quote valid till 4/23/21			
1.0000	0.0000	1.0000	EA		(001) A090A4Z	EA 1.0	13,591.0000	13,591.00
			1.0		Switch Pad AIS9 15kV 600A SM-4Z	**Lead Time Days ARO: 0**		
					Order Line Notes: lead time 23 to 25 weeks, ARO			
					Order Line Notes: see attached specificaiton sheet			
1.0000	0.0000	1.0000	EA		(002) A090A4ZI	EA 1.0	13,706.0000	13,706.00
			1.0		Switch Pad AIS19 15kV 600A w/ Inserts	**Lead Time Days ARO: 0**		
					Order Line Notes: lead time 23-25 weeks, ARO see attached spec sheets			

Total Lines: 2

THIS QUOTATION AND/OR ACKNOWLEDGEMENT ARE SUBJECT TO OUR STANDARD TERMS OF SALE WHICH CAN BE ACCESSED AT: HTTPS://WWW.USCCO.COM/TERMS/TACA.ASPX OR WE WILL SEND YOU A COPY UPON YOUR REQUEST BY CALLING 1-800-832-2297

SUB-TOTAL: 27,297.00
TAX: 0.00

Please note: Due to extreme market volatility surrounding Sections 232 and 301 tariffs, all quoted prices are subject to confirmation at time of order entry. We continue to monitor the changing market conditions and appreciate your understanding during these unprecedented times.

AMOUNT DUE: **27,297.00**
U.S. Dollars

Item	Type	Brand	Qty	Qty UM	Catalog Number/Quote Group Description Additional Information	Weight Dimensions Pkg Qty	Net Price	Price UM	Value
10		CH	1.000	EA	A090A4Z URD SWITCH, AIS-9 15KV UPC Code : 96359005735 Standard Material : N Ord Notes: HUBBELL POWER SYSTEMS ********* DEAD FRONT SWITCH ********** PADMOUNTED, AIR INSULATED SWITCHGEAR, DEAD FRONT DESIGN, 15KV, 95KV BIL, 2 - 600AMP SWITCHED WAYS, 2 - 200AMP FUSED WAYS, MODEL AIS-9. EQUIPPED WITH PROVISIONS FOR S&C SM-4Z FUSING. FUSE HOLDERS, FUSES, ELBOWS AND INSERTS MUST BE PURCHASED SEPARATELY. SWITCH DESIGNED TO MEET ANSI C37,72 DESIGN SPECIFICATIONS AND ANSI C57.12,28 SECURITY REQUIREMENTS. > LEAD-TIME CURRENTLY 23 TO 25 WEEKS ARO CHECK LEAD-TIME AT TIME OF ORDER Min Ord Qty: 1 Estimated Lead Time: 25 WEEKS / Quantity available on 02/23/2021: 0	1,684.000 LB 1.000		EA	
20		CH	1.000	EA	A090A4ZI URD SWTCH, AIS-9 15KV UPC Code : 96359366942 Standard Material : N Ord Notes: HUBBELL POWER SYSTEMS ********* DEAD FRONT SWITCH ********** PADMOUNTED, AIR INSULATED SWITCHGEAR, DEAD FRONT DESIGN, 15KV, 95KV BIL, 2 - 600AMP SWITCHED WAYS, 2 - 200AMP FUSED WAYS, MODEL AIS-9.	1,684.000 LB 1.000		EA	

Item	Type	Brand	Qty	Qty UM	Catalog Number/Quote Group Description Additional Information	Weight Dimensions Pkg Qty	Net Price	Price UM	Value
					EQUIPPED WITH PROVISIONS FOR S&C SM-4Z FUSING. FUSE HOLDERS, FUSES, ELBOWS AND MUST BE PURCHASED SEPARATELY. SWITCH DESIGNED TO MEET ANSI C37,72 DESIGN SPECIFICATIONS AND ANSI C57.12,28 SECURITY REQUIREMENTS. * SPECIAL OPTIONS: I - 200 AMP LOADBREAK INSERTS (6) CATALOG NUMBER 9U02AAB001 > LEAD-TIME CURRENTLY 23 TO 25 WEEKS ARO CHECK LEAD-TIME AT TIME OF ORDER Min Ord Qty: 1 Estimated Lead Time: 25 WEEKS / Quantity available on 02/23/2021: 0				

Merchandise Total	
Sales Tax	0.00
Total	

Subject to HPS published terms and conditions which can be found at https://www.hubbell.com/hubbellpowersystems/en/terms-and-conditions/terms-hps

Powering Business Worldwide

Eaton
Power Systems Division
Proposal Number BRD2191523
Revision 00

Date: March 03, 2021
Proposal Valid Through: April 26, 2021

CITY OF HART

End User: CITY OF HART
Product(s): Pad-Mounted Switchgear

Eaton is pleased to present our response to your request. The attached proposal is based on our interpretation of any specifications, drawings and/or other information provided to Eaton.

Should you have any questions or require any additional information, please feel free to contact me at 262-524-3296. Eaton appreciates the opportunity to provide a response to your Inquiry and looks forward to receiving your order.

Sincerely,

LUKE FERRY
Inside Sales Representative

cc: - JIM KHOURY
UTILITY SUPPLY AND CONSTRUCTION COM

Revisions:

1319 Lincoln Avenue Waukesha, WI 53186
Phone: 262-524-3296 Fax: 770-268-7164 E-Mail: PSUtilityCentral@Eaton.com

This bid contains protected, proprietary and confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton.

Proposal Details

Terms of Sale: FOB Destination - Freight Prepaid and Allowed

Payment Terms: Net 30 days from invoice date

Proposal Valid Through: April 26, 2021

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Pricing will be reviewed upon the announcement of any tariffs pertaining to the importation or exportation of key components or power distribution products in their entirety.

Orders must be issued to "Cooper Power Systems, LLC" and are subject to Eaton's Terms and Conditions of Sale that are included or have been provided previously to the buyer.

The following are the purchase order requirements for Eaton's Power Systems Division

All purchase orders must have the following clearly identified to be accepted by Power Systems. If a purchase order is missing any one of the requirements, it will be returned for revision prior to entering the order.

- Legal entity – Cooper Power Systems
- PO number
- Sold to number or address
- Ship to number or address ('will advise' acceptable temporarily)
- Price per line item
- Quantity per line item
- Catalog number, customer material number, or quote number with identified item numbers
- Freight Terms
- Currency if international
- Payment Terms

Listing any of the following additional requirements on your purchase order will assist in the speed and accuracy of processing your order and preventing orders from being placed on hold:

- Valid and current contract or quote number
- Shipping Notes (if required)
    - If shipping collect an account number must be provided
    - If shipping third party a payer address is needed
    - If shipping direct to the end user, provide an address, contact name and contact number
    - If shipping complete, this must be noted
- Please note any special instructions, including special billing and customer witness tests. It is preferred that they are highlighted.
- Lead-times
    - Please note when the customer needs the material
    - If expedited lead-times have been committed please note who you received the lead-time from and what the commitment was

Proposal number and item number should be referenced on purchase order.

Quoted lead-times are based on current factory loading and are subject to change.

This bid contains protected, proprietary and confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton.

Lead-time: Shipment is based on receipt of all required order information at Cooper Power Systems. X and Y (where applicable) are defined in the Item Details for each line item on this proposal.

We now offer complete services for all your power distribution and automation needs. We have the industry's largest Electrical Power Equipment Manufacturer's Service Team, which provides 24 hour service. We provide start-up and commissioning; power system analysis including Arc Flash, Harmonics and other studies; preventive maintenance, testing and field trouble-shooting; multi-year service contracts; power system automation engineering, monitoring and training; aftermarket life extension solutions; as well as turnkey project capabilities. In addition to the services that we can provide for the equipment contained within this proposal, our Service Team is experienced on all manufacturers' electrical power distribution equipment, so please contact us about any electrical system problem. If you need immediate service, you can contact the Representative who provided this proposal.

Unless shown in the bill of materials, all fuses, arresters, lugs, terminals, terminators, flex connectors, and related hardware shall be furnished and installed by others at no cost to Cooper.

The bill of material detailed in the proposal shall be the specification of record. Any changes will require price consideration.

Pricing does not include the delays or costs associated with witness of testing or final inspections. If required price consideration and ship date change may be considered.

This bid contains protected, proprietary and confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton.

Item Details

Item Number: 00001

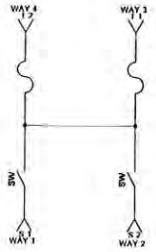
Customer RFQ Information: Email; Dated: 3/3/2021

Quantity	Unit Price	Extended Price
1	$18957.00 USD	$18957.00 USD

Lead-time (Per Lead-time definition in Proposal Details):
Product Lead-time (X): 17-18 weeks ex-factory - Simple New Design
Record Drawings REQUIRED.

Description: Cooper Part Number: ENG-PRODUCT-PAD

Unit Description	**15 kV 3 Phase Oil Break Switch (MOST) Pad-Mounted Switchgear**
Unit Characteristics	
Model 9	Model 9 - 4 Way
Unit Configuration	Double Sided
Insulation Medium	Mineral Oil Fluid
Tank/Cabinet Material	Mild Steel
Switch Type	Fusible
Load Switch Rating	600 Amp
Door Style	Top Hinged Doors
Switch Mounting; Operation Style	Side Mount, Side Operated
Paint Color	Standard Bell Green (Munsell 7GY 3.29/1.5)
Special Features	
Fault Indicator Provisions	Standard Provisions (1.08" Diameter Hole with Cover Plate)
Grounding Provisions	1/2"-13 UNC Stainless Steel Welded Ground Nuts (standard)
Decal	Danger High Voltage Decals
Decal	Internal Mr.Ouch Bi-lingual Decals
Decal	External Mr.Ouch Bi-lingual Decals
Phase Diagram	1-Line
Way 1 Features	
Way Features	(S1) Source - LBOR Switch
Bushings	600 Amp Aluminum Deadbreak Bushings
Bushing Accessories	None Required
Way 2 Features	
Way Features	(S2) Source - LBOR Switch
Bushings	600 Amp Aluminum Deadbreak Bushings
Bushing Accessories	None Required
Way 3 Features	
Way Features	(T1) Tap - ELSG Fuse Provisions
Bushings	200 Amp Bushing Wells with Load-break Inserts
Way 4 Features	
Way Features	(T2) Tap - ELSG Fuse Provisions



This bid contains protected, proprietary and confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton.

Item Number: 00001

Bushings	200 Amp Bushing Wells with Load-break Inserts

LINE ITEM NOTES:
Technical
Clarifications:
EATON CPS takes complete exception to the Air Insulated S&cC Model PMH-9 specified and provides a functionally equivalent liquid insulated switchgear unit. This quotation is for EATON CPS MOST liquid-filled switchgear, see Catalog 285-20 for descriptive information and ratings (see table 1). Equipment is dead-front for use with 600A and/or 200A connectors supplied by others. EATON CPS does not provide live front switchgear. Fuse holders will accommodate EATON CPS ELSG full-range current limiting fuses, rated to150E (200A). Fuse elements not included in this scope of supply but are available for separate purchase. Switches are operable in lockable side pockets without the need to open the HV compartments.

This unit is the same as KP00310L10G02A with the following exceptions:
Unit has 200 AMP bushing wells with load-break inserts on all taps ways instead of 600 AMP aluminum bushings.
Unit has internal and external Bilingual Mr. Ouch Warning labels, and Danger High Voltage label.

This bid contains protected, proprietary and confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton.

Item Details

Item Number: 00002

Customer RFQ Information: Email; Dated: 3/3/2021

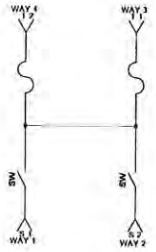
Outline Drawing Number: BRD2191523N00002

Quantity	Unit Price	Extended Price
1	$24762.00 USD	$24762.00 USD

Lead-time (Per Lead-time definition in Proposal Details):
Product Lead-time (X): 17-18 weeks ex-factory - Simple New Design
Record Drawings REQUIRED.

Description: Cooper Part Number: ENG-PRODUCT-PAD

Unit Description	**15 kV 3 Phase Vacuum Switch (RVAC) Pad-Mc**
Unit Characteristics	
Model 9	Model 9 - 4 Way
Unit Configuration	Double Sided
Insulation Medium	Mineral Oil Fluid
Tank/Cabinet Material	Mild Steel
Switch Type	Fusible
Door Style	Top Hinged Doors
Switch Mounting; Operation Style	Front Mount, Front Operated
Paint Color	Standard Bell Green (Munsell 7GY 3.29/1.5)
Special Features	
Fault Indicator Provisions	Standard Provisions (1.08" Diameter Hole with Cover Plate)
Grounding Provisions	1/2"-13 UNC Stainless Steel Welded Ground Nuts (standard)
Decal	Danger High Voltage Decals
Decal	Internal Mr.Ouch Bi-lingual Decals
Decal	External Mr.Ouch Bi-lingual Decals
Phase Diagram	1-Line
Way 1 Features	
Way Features	(S1) Source - Vacuum Switch
Bushings	600 Amp Aluminum Deadbreak Bushings
Bushing Accessories	None Required
Way 2 Features	
Way Features	(S2) Source - Vacuum Switch
Bushings	600 Amp Aluminum Deadbreak Bushings
Bushing Accessories	None Required
Way 3 Features	
Way Features	(T1) Tap - ELSG Fuse Provisions
Bushings	200 Amp Bushing Wells with Load-break Inserts
Way 4 Features	
Way Features	(T2) Tap - ELSG Fuse Provisions



1319 Lincoln Avenue Waukesha, WI 53186
Phone: 262-524-3296 Fax: 770-268-7164 E-Mail: PSUtilityCentral@Eaton.com

This bid contains protected, proprietary and confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton.

Item Number: 00002

Bushings	200 Amp Bushing Wells with Load-break Inserts

LINE ITEM NOTES:
Technical
Clarifications:
EATON CPS takes complete exception to the Air Insulated S&cC Model PMH-9 specified and provides a functionally equivalent liquid insulated switchgear unit. This quotation is for EATON CPS RVAC liquid-filled switchgear, see Catalog 285-50 for descriptive information and ratings (see table 1). Equipment is dead-front for use with 600A and/or 200A connectors supplied by others. EATON CPS does not provide live front switchgear. Fuse holders will accommodate EATON CPS ELSG full-range current limiting fuses, rated to150E (200A). Fuse elements not included in this scope of supply but are available for separate purchase.

This unit is the same as KP00610L10G04A with the following exceptions:
Unit has 200 AMP bushing wells with load-break inserts on all taps ways instead of 600 AMP aluminum bushings.
Unit has internal and external Bilingual Mr. Ouch Warning labels, and Danger High Voltage label.

This bid contains protected, proprietary and confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton.

Proposal Notes

Product/Design Testing
WITNESS / INSPECTON VISIT:
Customer Witness of Routine Test/Final Inspect: $2000 USD per unit, +1 week
Customer Final Inspection: $1500 USD per unit, +1 week

Commercial
In the event Buyer cancels this agreement after award, Buyer may terminate upon payment to Seller of reasonable termination charges, including progress billings and all incurred direct manufacturing costs.

This bid contains protected, proprietary and confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton.

FEATURES BY WAY

WAY 1 FEATURES:(S1) SOURCE - VACUUM SWITCH
600 AMP ALUMINUM DEADBREAK BUSHINGS
NONE REQUIRED
WAY 2 FEATURES:(S2) SOURCE - VACUUM SWITCH
600 AMP ALUMINUM DEADBREAK BUSHINGS
NONE REQUIRED
WAY 3 FEATURES:(T1) TAP - ELSG FUSE PROVISIONS
200 AMP BUSHING WELLS WITH LOAD-BREAK INSERTS
WAY 4 FEATURES:(T2) TAP - ELSG FUSE PROVISIONS
200 AMP BUSHING WELLS WITH LOAD-BREAK INSERTS

SPECIAL FEATURES

FAULT INDICATOR:STANDARD PROVISIONS (1.08" DIAMETER HOLE WITH COVER PLATE)
GROUND OPTIONS:1/2"-13 UNC STAINLESS STEEL WELDED GROUND NUTS (STANDARD)
DECAL:DANGER HIGH VOLTAGE DECALS
PHASE DIAGRAM:1-LINE

UNIT CHARACTERISTICS

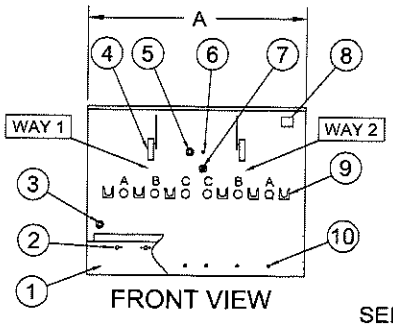
15 KV 3 PHASE VACUUM SWITCH (RVAC)
PAD-MOUNTED SWITCHGEAR
MODEL 9 - 4 WAY
UNIT CONFIGURATION:DOUBLE SIDED
INSULATION:MINERAL OIL FLUID
CONSTRUCTION:MILD STEEL
UNIT TYPE:VACUUM SWITCH (RVAC)
SWITCH TYPE:FUSIBLE
DOOR STYLE:TOP HINGED DOORS
SWITCH MOUNT/OP STYLE:FRONT MOUNT, FRONT OPERATED
PAINT:STANDARD BELL GREEN (MUNSELL 7GY 3.29/1.5)

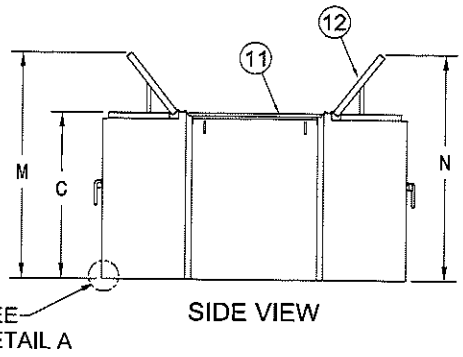
QUOTE DETAILS

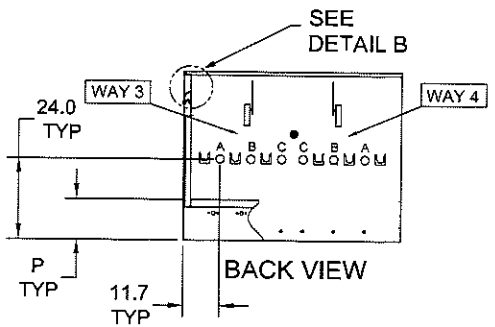
CUSTOMER: DOMESTIC - UTILITY
PROJECT:
PROPOSAL: BRD2191523
ITEM: 00002
REVISION: 0
ISSUE BY: UTILITY SUPPLY AND CONST
DATE: MARCH 03, 2021

STANDARD FEATURES

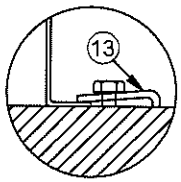
ITEM	DESCRIPTION	QTY
1	REMOVABLE SILL	2
2	COVERED PROVISION FOR FAULT INDICATOR	12
3	1" FLUID DRAIN	1
4	SWITCH / VFI HANDLE (3PH OPERATION SHOWN - ACTUAL OPERATION LISTED UNDER DETAILED FEATURES BY WAY)	4
5	1" FLUID FILL PLUG	1
6	PRESSURE RELIEF VALVE	1
7	FLUID SIGHT LEVEL GAUGE	2
8	NAMEPLATE ON FRONT PLATE	1
9	STANDOFF BRACKET - STANDARD	12
10	SS GROUND NUT, 1/2" - 13 UNC	12
11	BOLTED TANK COVER	1
12	HINGED FLIP TOP CABINET COVER INTERLOCKED WITH DOORS (SHOWN OPEN)	2
13	MOUNTING CLEAT (BAGGED FOR SHIPMENT)	4
14	RECESSED LIFTING LUG	4
15	TWO SIDE HINGED DOORS WITH SS HINGES, DOOR STOPS, RECESSED PENTA-HEAD DOOR BOLT & PADLOCK PROVISIONS	2
16	PHASE DIAGRAM ON INSIDE OF DOOR	2



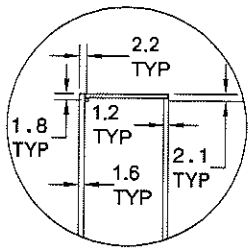


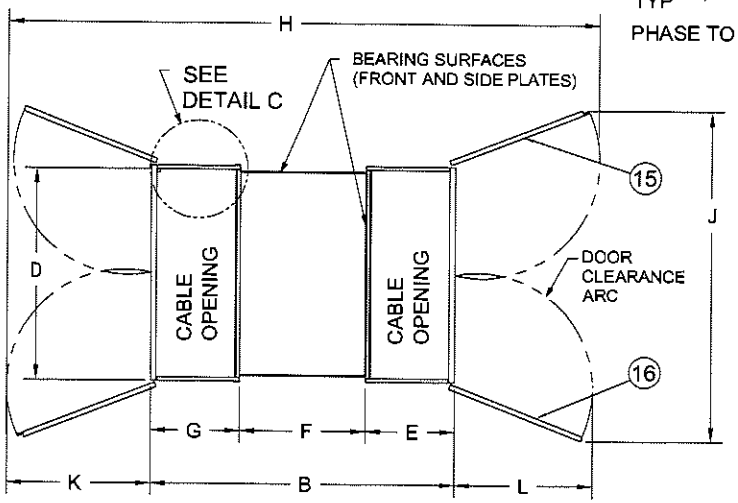


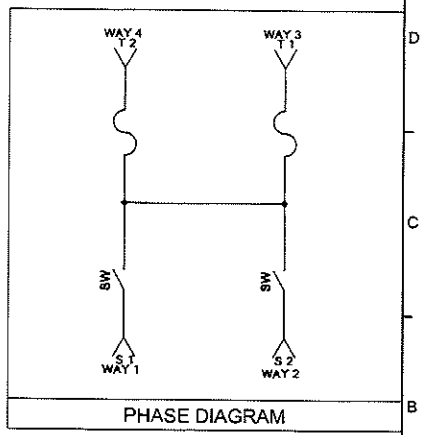
PHASE TO PHASE BUSHING SPACING = 10.0 TYP











OVERALL WIDTH	OVERALL DEPTH	OVERALL HEIGHT	BASE WIDTH	RIGHT CABINET DEPTH	TANK DEPTH	LEFT CABINET DEPTH	OVERALL DEPTH (DOORS OPEN)	OVERALL WIDTH (DOORS OPEN)	LEFT DOOR SWING DEPTH	RIGHT DOOR SWING DEPTH	LEFT CABINET TOP OPEN HEIGHT	RIGHT CABINET TOP OPEN HEIGHT	SILL HEIGHT	OVERALL WEIGHT	FLUID VOLUME
A	B	C	D	E	F	G	H	J	K	L	M	N	P	LBS.	GAL.
70.5	76.4	49.5	70.0	22.2	32.0	22.2	147.4	98.8	35.5	33.8	63.3	63.3	9.0	3500	163

NOTES:
1. THIS DRAWING IS FOR QUOTE SUBMITTAL ONLY AND IS NOT TO BE USED FOR APPROVAL OR CONSTRUCTION PURPOSES.
2. DIMENSIONS IN INCHES, UNLESS OTHERWISE STATED.
3. UNIT MEETS IEEE STANDARD C57.12.28 FOR PAD-MOUNTED EQUIPMENT-ENCLOSURE INTEGRITY.

CONFIDENTIAL - PROPERTY OF COOPER POWER SYSTEMS

COOPER Power Systems

DWN.	MLW	DATE 3/10/11	APPD.	MLW	DATE 3/10/11
CKD.	MLW	DATE 3/10/11	WHERE USED		
NAME	4 WAY-2 SIDED-FLUID OUTLINE TEMPLATE				
DESCRIPTION	PADMOUNT SWITCHGEAR				
SCALE	NTS	BRD2191523N00002			

Terms and Conditions

1. Applicable Terms and Conditions

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller's order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.

2. Price, Payment Terms, and Title

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Unless otherwise indicated, prices are stated in United States dollars and are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer's expense. A service charge of $25 will be assessed for any order less than $250. Seller requires a minimum $100 emergency handling charge for all orders that require shipment the same day or next day.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or thereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section or under the section entitled "Security Interest," Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in Products for which title has passed to Buyer, products in which Products are incorporated, and Products that Seller sells (including all Products acquired hereafter from Seller, and all accessions, substitutions, replacements, and additions, and any proceeds from sale or disposition of Products), as security for performance by Buyer of all of its payment obligations under these terms and conditions (including obligations regarding future advances). Buyer consents to Seller's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

3. Delivery and Risk of Loss

(a) Unless otherwise agreed in writing, all deliveries of Products will be EXW (Incoterms 2000) Seller's facility. Products will be packed in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related payments. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.

4. Acceptance

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

5. Limited Warranty

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller's official published specifications, provided that no warranty is made with respect to any Products, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products is the shorter of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTIBILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.

7. Cancellation and Return of Products

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for all applicable costs incurred by virtue of the sale, including costs of purchased materials, engineering costs, all progress billings and all incurred direct manufacturing costs. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impracticel.

8. Force Majeure

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer's control, acts of government or other civil or military authorities, priorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materiels, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force Mejeure Event. Should Seller be prevented from completing Buyer's order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.

9. Work Product

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure thet Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

10. Confidentiality

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidentiel Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or orel, in any form, including, without limitation, information reteting to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionelly, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuent to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.

11. Patent Indemnity

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of eny suit against Seller brought upon such claim or claims.

12. Changes in Product Design or Manufacture

Seller shall have the right to change, discontinue or modify the design and construction of eny of its products and to substitute material equal to or superior to that originally specified.

13. Software License

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.

14. Compliance with Laws

Buyer shall comply with all laws and regulations applicable to Products, including but not limited to all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information requested by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnity Seller for any losses incurred by Seller arising from Buyer's or Buyer's Agent's failure to provide the information requested by Seller.

15. Waiver

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

16. Language

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.

17. Choice of Law and Dispute Resolution

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a province of Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texes. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

18. Assignment

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller's prior written consent.

19. Severability

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforcaable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, velid and enforceable under applicable law.

From: Mike Schiller
To: Lynne Ladner
Subject: Industrial Park Switch Gear
Date: Friday, March 19, 2021 9:45:14 AM

Hi Lynne,

Follow up on what we discussed with the industrial park switch gear. The Federal Pacific switch gear is the most expensive at the moment, but it is the only gear that will match existing foot print. Meaning if we were to go with on of the less expensive, we would have to order a new base and other terminations that would add at least another $10,000. Also we should only have about a 4 hour shut down versus a 10 hour shut down. So I recommend that we go with the Federal Pacific PSI/II-94221-B1-B2-E3-G1-G2 for $19,104.00

Thanks,

Mike

RESOLUTION 2021 - 22

City Council

City of Hart, Michigan

Oceana County

Accept bids for Industrial Park Switch Gear and authorize the purchase

WHEREAS, the Energy Department has switch gear located in the Industrial park that services the businesses there; and

WHEREAS, the Energy Department has received quotes from Power Line Supply for a Federal Pacific Switch in the amount of $19,104.00, from Power Line Supply for a Hubble Switch in the amount of $13,591.00; and from Eaton in the amount of $18,957.00

WHEREAS, the Energy Superintendent has recommended that we select the Federal Pacific Switch as the other switches would require the additional expense of ordering a new base and terminations that would require additional expenses of up to $10,000;

NOW, THEREFORE, NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL

> *Accepts the proposal from Power Line Supply for the Federal Pacific Switch in the amount of $19,104, waive the low bidder requirement, and authorizes the purchase from Power Line Supply.*

Moved by _____, supported by _____ , and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on March 23, 2021.

Ayes: _____ Nays: _____ Absent: _____

I hereby certify this to be a true and correct copy of the document on file with the office of the City of Hart Clerk.

_____

Karla Swihart, City Clerk

Hart Cemetery Commission

P.O. Box 813
Hart, MI 49420

All meetings are held
on the third Monday of the month
following a quarter at 7:00p.m.
at the Hart Township Hall
3437 West Polk Road

2021 meeting schedule

~~January 18, 2021~~

April 19, 2021

July 19, 2021

October 18, 2021

November 15, 2021
(Budget Meeting)





CITY OF ANN ARBOR
PUBLIC SERVICES ADMINISTRATION

March 19, 2021

Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Submitted by electronic filing only

Re: Docket RM21-9-000 (response to Notice of Inquiry)

Dear Commissioners:

Thank you for opportunity to comment in response to the Notice of Inquiry regarding financial assurance measures for hydroelectric projects. I am making these comments on behalf of The City of Ann Arbor, Michigan (the "City" or "Ann Arbor"), which owns and operates two small hydroelectric projects. In addition, these comments are supported by a number of other municipalities in Michigan, as indicated at the conclusion of these comments.

Background

Ann Arbor owns and operates Barton Dam and Hydroelectric (No. 3142) and Superior Dam and Hydroelectric (No. 3152). Both of these dams are located on the Huron River, and Barton Dam also creates an impoundment that serves as the water supply for the City of Ann Arbor. Together they have the potential to generate approximately 1.5 MW. (It also owns two dams that are not hydropower facilities.)

Traditionally, FERC regulation of energy infrastructure owned by municipal governments has been much less than for similar structures owned by non-governmental entities. (U.S. Department of Energy, Office of Electricity Delivery and Energy Reliability, *United States Electricity Industry Primer*, DOE/OE-0017 (July 2015) at 29 "[Municipal utilities] are generally not regulated by FERC or by the States, but by their own local government".) As discussed further below, FERC should continue that tradition and exempt government-owned hydropower facilities from the additional requirements being considered in this docket.

As financial viability for small hydro becomes more tenuous and infrastructure ages,[1] the City commends FERC's interest in assuring that appropriate financial assurance measures

[1] While the hydroelectric portions of the dams that the City operates are relatively young, the dams themselves are more than 100 years old.

are in place to ensure the protection of public safety and assets in the flood zones downstream of these aging infrastructure projects. FERC should take care, however, that its efforts to make sure that hydroelectric dams are safe and properly maintained, do not create a prohibitive financial burden for small hydro owners who are attempting to operate responsibly. The City believes that FERC should leverage its existing Part 12 Safety Inspection Program to ensure that its regulated dam projects have sustainable plan in place to protect the communities in which they reside.

Financial Assurance Measures

There are three financial assurance measures for which FERC is seeking input. We believe none of them are appropriately applied to assets owned by local governments, which share FERC's mandate to operate in the public interest and have transparency with and are accountable to their citizens for proper care and maintenance of these facilities.

Insurance

The City rebids its insurance policies annually. Liability insurance for small hydroelectric projects is becoming more and more difficult to obtain, and many of the City's traditional insurers do not offer this product. For those who do, there is a significant cost. The City has inquired with its insurance agent regarding the availability and cost of the additional requirements that FERC has identified and to date has not found that insurance products outside property damage coverage and third party liability due to the City's negligence are available.

Unlike some private entities, the City has the ability to self-insure, borrow money at favorable rates, and potentially tap its tax base for needed capital maintenance funds. A requirement to purchase private insurance in lieu of these options could needlessly raise costs of operating these facilities and be passed on to City residents as part of their property taxes.

Moreover, for projects that do not generate hydropower, the City has a (comparatively recent) history of making safety improvements identified by its state regulator. Argo Dam (for which the hydropower facilities were decommissioned in 1959) was recently subject to an extensive capital project that not only addressed all safety issues but greatly enhanced a popular public recreation opportunity on the Huron River. Our history of being good stewards of our dams, and responding to safety issues when identified, shows that additional financial assurance requirements would add cost without actually improving safety of Ann Arbor's dams. (These recreational dams are funded by property taxes through a Parks millage.)

Industry wide trust

It is the City of Ann Arbor's position that City residents should not have to bear the burden of other hydroelectric operators – particularly private operators – who have not developed and implemented sustainable operational plans for their projects.

Michigan's Constitution generally prohibits the lending of public credit to support private purposes, recognizing the general public policy principle that the public treasury should not be used to shore up private enterprises. If a trust was created, and government-owned resources were not exempted, FERC would be violating that public policy principle.

Moreover, by charging all licensees a fee to fund a program to address financially burdened facilities, FERC would be redistributing resources from those facilities that are following FERC's rules and guidance and protecting the public to those that are undercapitalized and/or negligent. This would essentially reward bad actors by requiring good actors to take on the costs of their mismanagement, raising costs for responsible small hydropower owner and operators.

Individual trust or remediation fund

The City of Ann Arbor's hydroelectric projects are funded by the City's General Fund, so there is a strong financial backbone available to address issues as they arise. (Other municipalities that operate their own utilities often have a similarly strong enterprise fund backing their assets.) Ann Arbor does not believe it should be required to tax City residents to create an additional fund to support hydropowered dams when it has no history of needing such funds to make required maintenance and capital investments.

Small hydroelectric utilities operate on very narrow margins, so any additional financial burden (such as putting resources into escrow or a trust) to address maintenance projects or investments for safety related improvements takes away from operating funds available to complete these same tasks. This proposal would tie up resources that are better used to address the ongoing operational and maintenance needs of the hydroelectric projects themselves.

Bonds

Generally, municipal entities prefer to bond for specific projects, and not tie up the City's credit to potentially support future work at one or two facilities – especially as the timing/amount of such bonds is unlikely to align with the City's own asset management plans. Again, the transparency, incentives, and financial backing of dams owned by governments is fundamentally different from those owned by private entities, and a blanket requirement to

address issues at dams owned by the private sector should not be written to limit the sovereignty or reduce available credit capacity of public entities.

Such bonds could also erode the small financial operational margins necessary to maintain viable hydroelectric projects. If FERC is interested in maintaining the benefits of small hydroelectric facilities for communities throughout the United States, adding an additional financial burden to licensees may worsen the overall safety situation, not improve it.

Recommendations

As a fellow dam owner and operator in Michigan, the City of Ann Arbor is particularly sensitive to the recent dam failure of the Edenville and Sanford Dams near Midland, MI in May 2020. As the notice of inquiry clearly describes, the licensee of these projects had failed to comply with dam safety directives for many years. While these failures were catastrophic and costly, they were not unpredictable. FERC had years of opportunities to intervene under its current authority to ensure that appropriate safety measures were implemented by the licensee.

The Part 12 Safety Inspection process is a robust requirement that is already in place and is led by an independent consultant that has the ability to identify investment needs and implementation plans to address safety and risk related improvement to hydroelectric projects. FERC should leverage this existing instrument to ensure that licensees have plans that are appropriate and that licensees have the financial capability of implementing these plans.

Similar to the CERCLA program, FERC should have the ability to step in and remediate any imminent safety threats if a licensee is negligent or does not have the financial means to implement remedial actions. Focusing on financial assurance strategies to address a small minority of independent dam owners that are negligent in developing and implementing sustainable operations and maintenance plans for their project, as opposed to creating financial burdens on the overwhelming majority of dam owners that have demonstrated continued compliance and due diligence in maintaining their infrastructure, should be FERC's focus.

Finally, even if FERC chooses to require additional financial assurance from private owners, it should continue its long recognition that public entities traditionally regulate their own energy infrastructure. Requirements for particular financial assurance methods, if applied indiscriminately to public and private entities, would contravene good public policy. It would also complicate the decision to continue to operate these local, low-carbon energy resources that often provide public recreation benefits, if large sums were suddenly required outside of the community's own asset management schedules.

Thank you for the opportunity to comment and for your consideration of these issues. In addition, please see Attachment 1 regarding other Michigan governmental entities that join the City of Ann Arbor in urging FERC to exempt municipal governments from any new financial assurance requirements for owners of hydropower facilities.

Sincerely,

Brian Steglitz

Brian Steglitz, P.E., F.ASCE
Manager, Water Treatment Services
City of Ann Arbor

cc: The Hon. Deborah Dingle, U.S. House of Representatives

Attachment 1: MMEA Letter

Baraga
Bay City
Charlevoix
Chelsea
Clinton
Coldwater
Croswell
Crystal Falls
Dowagiac
Eaton Rapids
Escanaba
Gladstone
Grand Haven
Harbor Springs
Hart
Hillsdale
Holland
L'Anse
Lansing
Lowell
Marquette
Marshall
Negaunee
Newberry
Niles
Norway
Paw Paw
Petoskey
Portland
St. Louis
Sebewaing
South Haven
Stephenson
Sturgis
Traverse City
Union City
Wakefield
Wyandotte
Zeeland

March 19, 2021

Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

The following Michigan governmental entities join the City of Ann Arbor in urging FERC to exempt municipal governments from any new financial assurance requirements for owners of hydropower facilities.

City of Crystal Falls

City of Norway

Marquette Board of Light & Power

City of Marshall

City of Hart

Village of Clinton

City of Portland

Sincerely,

Katie Abraham

Katie Abraham
Executive Director
Michigan Municipal Electric Association
kabraham@mpower.org
517-853-6680