

Board of Public Utilities

Regular Meeting Agenda

Monday, January 27, 2014
4:00 p.m., DPW Conference Room, 1199 8th Avenue



City of South Haven

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Acceptance of Minutes for the Record – November 25, 2013
5. Interested Citizens in the Audience Will be Heard on Items Not on the Agenda

REPORTS

6. **Cost of Energy from Indiana-Michigan Power Company (AEP)**
 - A. 2013 Billings – All Charges
 - B. 2012 Billings – All Charges
7. **Financial Reports**
 - A. Water Fund CuFt Comparisons
 - B. Water Fund Financial Statement
 - C. Sewer Fund Financial Statement
 - D. Electric Fund KWH Comparisons
 - E. Electric Fund Financial Statement
8. **Indian Grove Infrastructure Project**
 - A. No Report
9. **Unresolved Issues Report**
10. **Electric Outage Report, 4th Quarter 2013**
11. **GRP Engineering – 2013-14 Projects**

NEW BUSINESS

12. **Board will be requested to approve a Customer Service Policy for Shut Off for Nonpayment for Services.**

13. Board will be requested to approve a recommendation to City Council to enter into the Michigan Municipal Electric Association ("MMEA") Mutual Aid Agreement.

14. Next meeting is scheduled for Monday, February 24, 2014 at 4:00 pm in the DPW Conference Room, 1199 8th Avenue, South Haven, Michigan.

15. Director's Comments

16. Board Member Comments

17. Adjourn

RESPECTFULLY SUBMITTED,

Roger Huff, P.E.
Public Works Director

Board of Public Utilities

Regular Meeting Minutes

Monday, November 25, 2013

4:00 p.m., DPW Conference Room, 1199 8th Avenue



City of South Haven

1. Call to Order by Burr at 4:00 p.m.

2. Roll Call

Present: Burr, Stein (ex-officio), Winkel, Stickland
Absent: Henry, Overhiser (ex-officio), Rose (ex-officio)

Winkel arrived late due to road conditions and was excused.

Also present: Wendy Hochstedler, Finance Director; Bill Conklin, Engineer; Larry Halberstadt, City Engineer; Robert Shelley, P. E., Electrical Engineer, GRP Engineering, Inc.

3. Approval of Agenda

Motion by Winkel, second by Burr to approve the November 25, 2013 Regular Meeting Agenda as presented.

All in favor. Motion carried.

4. Acceptance of Minutes for the Record - October 28, 2013

Motion by Burr, second by Winkel to accept the October 28, 2013 Special Meeting Minutes as written.

All in favor. Motion carried.

5. Interested Citizens in the Audience Will be Heard on Items Not on the Agenda

Rahul Patel, Baymont Inn, expressed dissatisfaction with the response time and determination of the City's insurance carrier in regards to his claim against the City due to the power outage in August. Patel thinks the City's insurance should cover this bill, or the City should cover it as a courtesy, since he is up-to-date on paying his utilities and taxes, etc. Responding to questions, Patel noted that on August 8 a ground fault caused the elevator to stop working. Patel was charged \$1800.00 for re-activation of the elevator.

Stickland explained that utilities do not guarantee continuous of service; things happen, systems break down. We cannot cover a claim like that because too many things can happen to cause failure of the system. Stickland clarified that this was not negligence by the City which would be what the City's liability insurance would cover.

Burr noted that he does not know of any utility he has ever worked for that would honor that claim.

Rahul said he is very disappointed with all this, at least if we had gotten the answer in good time, without back and forth from city.

Huff noted that he contacted our insurance carrier due to the slow response time; informed the board that response time is not usually delayed like this, and was told by the City's insurance company's representative that the claim "fell through the cracks." Huff apologized for the long delay.

Stickland also apologized for the slow response time.

Rahul stated that he has \$2500 deductible so he cannot get help from his insurance carrier.

Stickland expressed that he knows this is not the answer Patel was seeking but that historically, utilities cannot guarantee continuous of service.

REPORTS

6. Cost of Energy from Indiana-Michigan Power Company (AEP)

- A. 2013 Billings – All Charges
- B. 2012 Billings – All Charges

7. Financial Reports

- A. Water Fund CuFt Comparisons
- B. Water Fund Financial Statement
- C. Sewer Fund Financial Statement
- D. Electric Fund KWH Comparisons
- E. Electric Fund Financial Statement
- F. JUNE 2013 Water Fund Financial Statement
- G. JUNE 2013 Sewer Fund Financial Statement
- H. JUNE 2013 Electric Fund Financial Statement

8. Indian Grove Infrastructure Project

- A. Sewer Study Progress Report

Huff updated the board that Abonmarche is finishing things up on schedule and the board will see it before it is submitted to anyone. Huff noted the plan is submitted to the Department of Environmental Quality (DEQ) for funding. The board discussed repairs and replacement of seals in man hole covers as well as rebuilding chimneys.

9. Unresolved Issues Report

Huff reviewed the action taken by the board to increase the cost of street lights. Huff located the file Stickland referred to at the last meeting and tried to estimate actual cost for unmetered street lights. Huff concluded that the utility is not losing any money.

Huff reminded that in February 2012 there was an item included in an Abonmarche contract that was already approved but there were questions regarding the language. Huff noted that our construction contracts do not include limiting our liability to the amount of the contractor's insurance. It is standard practice that the City has a contract with a contractor, not with the subs; the contractor is liable for the work done by the subcontractors.

Huff sent a letter to Meijer, as requested, asking that Meijer's consider installing an electric vehicle charging station.

Burr noted that there is a charging station at the Consumers Conference Center.

NEW BUSINESS

10. Board will continue discussion concerning the 10% penalty rate for late utility payments and be requested to make a recommendation.

Huff noted there is no staff report but he has provided comparisons of late fees from a number of municipalities. Stickland explained the difference in late fees based on which services the municipality provides. Burr said he thinks they are trying to follow the Public Service Commission recommendations. Burr prefers charging 2%. Stickland said if we change to 2% it would be charged every month to which Finance Director Hochstedler agreed. Hochstedler requested that the board please do not split the fees along utility lines, as some municipalities do.

Motion by Burr to revise the utility policy to change the late payment penalty rate to two percent (2%) per month to be compounded monthly on all utilities with no waivers. Second by Winkel.

All in favor. Motion carried.

NEW BUSINESS

11. Board will be requested to approve award of the Phoenix Road Transformer Procurement Bid.

Shelley noted that the various transformers are all roughly the same on load and the impedances are within industry standard.

Huff noted the Delta Star comes in \$60,000 cheaper than ABB/Kuhlman and \$22,000 cheaper than SPX/Waukesha. Halberstadt noted that if we pay on their payment schedule, we would pay more money up front and more often, and Delta Star will give us a two percent (2%) break on the total cost. Shelley said the City should consider this payment plan. Shelley confirmed that the terms result in two percent (2%) off the final invoice.

Huff asked if Shelley has experience with Delta Star to which Shelley said, "Yes, I have had experience with Delta Star using both financing options." Shelley recounted a recent transformer purchase in Traverse City, noting that even though Delta Star had all of the city's money, they still sent out a crew out to do repairs when there was a problem.

Stickland asked for confirmation of his understanding that payments were thirty percent (30%); twenty-five percent (25%); twenty-five percent (25%) and the final twenty percent (20%) due on shipment.

Motion by Burr to purchase from Delta Star the 12-16-20MVA transformer as recommended by our electric consultant, who will negotiate a payment plan to include splitting the final twenty percent (20%) payment and to include one bushing each for the primary and secondary. Second by Winkel.

All in favor. Motion carried.

12. Board will be requested to approve a consulting contract with GRP Engineering, Inc. for Phoenix Road Substation Transformer #2 design and construction observation services.

Discussion ensued regarding what the consulting contract includes.

Motion by Burr to approve recommendation to City Council to enter into consulting contracts with GRP Engineering, Inc. for a lump sum fee of \$89,000, and the Construction Administration & Start-up services for an hourly fee not-to-exceed \$37,000 including expenses and all subcontracted services. Second by Winkel.

All in favor. Motion carried.

13. Board will be requested to establish a schedule for Regular Meeting Dates for the 2014 Calendar Year.

Motion by Winkel, second by Burr to approve the suggested schedule for Regular Meetings Dates for the 2014 Calendar Year, changing the March 24 meeting to March 31 as noted below:

January 27, 2014
February 24, 2014
March 31, 2014
April 28, 2014
May 19, 2014 (Moved forward one week due to Memorial Day on May 26)
June 30, 2014
July 28, 2014
August 25, 2014
September 29, 2014
October 27, 2014
November 24, 2014

All meetings will begin at 4:00 pm. Meetings will be held in the Department of Public Works

Conference Room.

All in favor. Motion carried.

14. Next meeting is scheduled for Monday January 27, 2014 at 4:00 p.m. in the DPW Conference Room, 1199 8th Avenue, South Haven, Michigan.

15. Director's Comments

Huff distributed copies of APPA report on average revenue per kilowatt hours for Michigan. If board is interested he will send spreadsheets for all states.

16. Board Member Comments

Winkel: apologized for being late.

17. Adjourn

Motion by Winkel, second by Burr to adjourn at 5:47 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

CITY OF SOUTH HAVEN
WATER FUND
CuFt COMPARISONS
ROLLING TWELVE MONTHS

		GALLONS PUMPED TO MAINS	CuFt PUMPED TO MAINS	CuFt PLANT TAP UNBILLED	CuFt WATER QUALITY FLUSHING	CuFt BILLED	PERCENTAGE BILLED PLUS PLANT TAP TO PUMPED TO MAINS (ROLLING 12 MOS)	PERCENTAGE BILLED PLUS PLANT TAP TO PUMPED TO MAINS CURRENT MONTH
FISCAL 2012								
July	2011	68,313,000	9,132,754	0	190,312	7,441,256	85.55%	81.48%
August	2011	59,907,000	8,008,957	103,610	244,928	7,402,180	84.90%	93.72%
September	2011	50,823,000	6,794,519	19,658	231,936	6,658,175	85.02%	98.28%
October	2011	38,457,000	5,141,310	23,888	231,936	4,862,072	85.07%	95.03%
November	2011	30,875,000	4,127,674	4,273	231,936	3,573,435	85.44%	86.68%
December	2011	30,441,000	4,069,652	17,174	231,936	3,191,493	85.57%	78.84%
January	2012	32,467,000	4,340,508	14,319	68,972	3,074,589	85.44%	71.16%
February	2012	29,495,000	3,943,182	23,262	68,972	3,219,167	85.84%	82.23%
March	2012	30,150,000	4,030,749	38,320	65,764	3,450,952	86.13%	86.57%
April	2012	32,927,000	4,402,005	31,678	68,972	3,378,738	86.74%	77.47%
May	2012	50,646,000	6,770,856	37,087	78,956	4,537,251	86.12%	67.01%
June	2012	72,150,000	9,645,722	41,402	144,360	6,461,594	84.46%	66.99%
		<u>526,651,000</u>	<u>70,407,888</u>	<u>354,672</u>	<u>1,858,980</u>	<u>57,250,902</u>		
FISCAL 2013								
July	2012	97,223,000	12,997,727	42,043	149,172	9,601,173	81.95%	74.19%
August	2012	73,095,000	9,772,059	40,244	227,566	10,549,444	83.36%	108.37%
September	2012	51,928,000	6,942,246	36,348	218,946	7,875,634	84.80%	113.97%
October	2012	37,774,000	5,050,000	27,350	259,447	4,949,605	85.50%	98.55%
November	2012	28,082,000	3,754,278	16,894	255,838	3,275,439	86.15%	87.70%
December	2012	27,941,000	3,735,428	34,835	160,400	3,150,827	86.30%	85.28%
January	2013	29,090,000	3,889,037	35,639	83,007	3,204,712	86.22%	83.32%
February	2013	27,257,000	3,643,984	25,791	72,180	3,368,685	86.69%	93.15%
March	2013	28,716,000	3,839,037	30,416	75,789	2,955,708	87.40%	77.78%
April	2013	27,256,000	3,643,850	38,784	79,398	3,120,869	88.84%	86.71%
May	2013	44,617,270	5,964,876	52,314	342,855	3,962,497	88.14%	66.43%
June	2013	52,158,000	6,972,995	57,485	312,780	5,366,701	91.24%	76.96%
		<u>525,137,270</u>	<u>70,205,517</u>	<u>438,141</u>	<u>2,237,378</u>	<u>61,381,294</u>		
FISCAL 2014								
July	2013	70,321,000	9,401,203	62,968	127,844	6,705,606	88.48%	72.00%
August	2013	62,517,000	8,357,888	48,003	196,427	8,322,168	88.81%	100.15%
September	2013	52,536,000	7,023,529	43,984	192,916	7,118,311	89.52%	101.98%
October	2013	35,699,000	4,772,594	41,176	182,891	5,303,775	90.51%	111.99%
November	2013	28,029,000	3,747,193	37,834	99,473	3,426,297	90.79%	92.45%
December	2013	28,262,000	3,778,342	37,166	178,083	2,904,054	90.43%	77.84%
		<u>277,364,000</u>	<u>37,080,749</u>	<u>271,132</u>	<u>977,634</u>	<u>33,780,211</u>		
Prior Year-to-date		316,043,000	42,251,738	197,713	1,271,369	39,402,122		
Two Years Prior		278,816,000	37,274,866	168,603	1,362,984	33,128,611		

City of South Haven
Water Fund - Fund 591
For the period ended December 31, 2013

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Revenues:	Month Actual	Monthly Budget	Prior year MTD	MTD Variance to		YTD		Prior YTD Actual	Variance to		2013-14	% of
				Budget	Prior Year	Actual	YTD Budget		Budget	Year		
Sales	\$ 349,057	\$ 287,975	\$ 314,609	\$ 61,082	\$ 34,447	\$ 2,030,589	\$ 1,439,873	\$ 1,893,809	\$ 590,715	\$ 136,780	\$ 3,455,696	59%
Charges for Service	-	6,250	11,078	(6,250)	(11,078)	23,810	31,250	35,951	(7,440)	(12,141)	75,000	32%
Interest Income	46	167	258	(121)	(212)	251	833	720	(583)	(469)	2,000	13%
Special Assessment Revenue	4,199	1,083	-	3,116	4,199	12,461	5,417	1,967	7,044	10,494	13,000	96%
Other Revenue	5,758	2,917	3,174	2,842	2,585	26,628	14,583	28,996	12,044	(2,368)	35,000	76%
Total Revenues	\$ 359,060	\$ 298,391	\$ 329,119	\$ 60,669	\$ 29,941	\$ 2,093,738	\$ 1,491,957	\$ 1,961,442	\$ 601,782	\$ 132,296	\$ 3,580,696	
	1	2	3	4	5	6	7	8	9	10	11	

Expenses:	Month Actual	Monthly Budget	Prior year MTD	MTD Variance to		YTD		Prior YTD Actual	Variance to		2013-14	% of
				Budget	Prior Year	Actual	YTD Budget		Budget	Year		
Operating Expenses	\$ 104,714	\$ 114,259	\$ 126,779	\$ (9,546)	\$ (22,065)	\$ 590,882	\$ 571,297	\$ 580,372	\$ 19,586	\$ 10,511	\$ 1,371,112	43%
Property Tax Equivalents	8,349	8,349	7,103	0	1,246	50,097	41,747	42,619	8,349	7,478	100,193	50%
Capital Outlay	14,822	30,000	10,189	(15,178)	4,634	242,536	150,000	171,503	92,536	71,032	360,000	67%
Debt Service	500	120,970	687,738	(120,470)	(687,238)	717,373	604,848	694,769	112,524	22,603	1,451,636	49%
Transfers Out	167	2,824	-	(2,657)	167	1,000	14,118	960	(13,118)	40	33,884	3%
Depreciation	47,917	47,917	16,307	-	31,610	239,583	239,583	81,535	-	158,048	575,000	42%
Administrative Expenses	25,026	18,376	26,044	6,650	(1,018)	125,754	91,880	119,737	33,874	6,017	220,512	57%
Total Expenses	\$ 201,495	\$ 342,695	\$ 874,159	\$ (141,200)	\$ (672,665)	\$ 1,967,224	\$ 1,713,474	\$ 1,691,495	\$ 253,750	\$ 275,730	\$ 4,112,337	

Net Fund Change	\$ 157,566	\$ (44,303)	\$ (545,040)	\$ 201,869	\$ 702,606	\$ 126,514	\$ (221,517)	\$ 269,947	\$ 348,031	\$ (143,433)	\$ (531,641)	
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City of South Haven
Sewer Fund - Fund 592
For the period ended December 31, 2013

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<i>Revenues:</i>	<i>Month Actual</i>	<i>Monthly Budget</i>	<i>Prior year MTD</i>	<i>MTD Variance to Budget</i>	<i>MTD Variance to Prior Year</i>	<i>YTD Actual</i>	<i>YTD Budget</i>	<i>Prior YTD Actual</i>	<i>Variance to Budget</i>	<i>Variance to Prior Year</i>	<i>2013-14 Adopted Budget</i>	<i>% of Annual Budget</i>
Sales	\$ 212,542	\$ 183,638	\$ 195,484	\$ 28,904	\$ 17,057	\$ 1,222,686	\$ 918,189	\$ 1,071,482	\$ 304,496	\$ 151,204	\$ 2,203,654	55%
IPP Revenues	6,567	7,310	6,652	(743)	(85)	45,068	36,552	42,066	8,517	3,002	87,724	51%
Interest Income	16	625	(1,728)	(609)	1,744	96	3,125	722	(3,029)	(627)	7,500	1%
Special Assessment Revenue	2,360	1,423	-	938	2,360	8,510	7,113	7,750	1,397	760	17,071	50%
Grant Revenue	-	-	-	-	-	-	-	98,084	-	(98,084)	-	#DIV/0!
Other Revenue	200	292	200	(92)	-	5,296	1,458	1,215	3,838	4,081	3,500	151%
Total Revenues	\$ 221,685	\$ 193,287	\$ 200,609	\$ 28,398	\$ 21,076	\$ 1,281,656	\$ 966,437	\$ 1,221,320	\$ 315,219	\$ 60,336	\$ 2,319,449	

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<i>Expenses</i>	<i>Month Actual</i>	<i>Monthly Budget</i>	<i>Prior year MTD</i>	<i>MTD Variance to Budget</i>	<i>MTD Variance to Prior Year</i>	<i>0</i>	<i>YTD Actual</i>	<i>YTD Budget</i>	<i>Prior YTD Actual</i>	<i>Variance to Budget</i>	<i>Variance to Prior Year</i>	<i>2013-14 Adopted Budget</i>	<i>% of Annual Budget</i>
Operating Expenses	\$ 94,510	\$ 101,321	\$ 115,165	\$ (6,811)	\$ (20,655)	\$	\$ 534,622	\$ 506,605	\$ 549,857	\$ 28,017	\$ (15,235)	\$ 1,215,852	44%
Grant Expense-SSSES	31,686	3,333	22,981	28,353	8,705		101,258	16,667	156,546	84,592	(55,288)	40,000	253%
Property Tax Equivalents	7,453	7,453	7,317	0	137		44,721	37,267	43,900	7,453	821	89,441	50%
Capital Outlay	255,684	31,175	35,263	224,509	220,420		400,162	155,874	194,051	244,288	206,111	374,098	107%
Transfers Out	19,917	23,680	-	(3,763)	19,917		119,500	118,399	36,993	1,101	82,507	284,158	42%
Depreciation	22,917	22,917	20,379	-	2,538		114,583	114,583	101,894	-	12,690	275,000	42%
Administrative Expenses	32,245	25,966	35,552	6,279	(3,307)		167,122	129,828	162,714	37,294	4,408	311,588	54%
Total Expenses	\$ 464,411	\$ 215,845	\$ 236,656	\$ 248,566	\$ 227,755	\$	\$ 1,481,968	\$ 1,079,224	\$ 1,245,955	\$ 402,745	\$ 236,013	\$ 2,590,137	

Net Fund Change \$ (242,726) \$ (22,557) \$ (36,047) \$ (220,169) \$ (206,679) \$ (200,313) \$ (112,787) \$ (24,635) \$ (87,526) \$ (175,677) \$ (270,688)

CITY OF SOUTH HAVEN
ELECTRIC FUND
KWH COMPARISONS
ROLLING TWELVE MONTHS

		KWH PURCHASED	KWH BILLED	KWH STREET LTS	STREET LTS 12 MO AVE.	TOTAL KWH BILLED AND STREET LTS	PERCENTAGE BILLED AND STREET LTS TO PURCHASED (ROLLING 12 MOS)	PERCENTAGE BILLED AND STREET LTS TO PURCHASED CURRENT MONTH
FISCAL 2012								
July	2011	15,964,582	12,755,514	37,013	52,009	12,792,527	95.31%	80.13%
August	2011	14,632,086	15,136,722	42,500	52,092	15,179,222	95.19%	103.74%
September	2011	11,307,801	12,319,850	47,553	52,087	12,367,403	95.87%	109.37%
October	2011	10,969,854	9,722,952	56,849	52,308	9,779,801	95.46%	89.15%
November	2011	10,739,972	10,221,480	61,585	52,280	10,283,065	95.52%	95.75%
December	2011	11,617,747	9,798,051	68,085	52,367	9,866,136	95.17%	84.92%
January	2012	11,913,417	11,146,773	65,812	52,441	11,212,585	94.66%	94.12%
February	2012	10,944,615	10,940,177	58,568	52,236	10,998,745	95.24%	100.49%
March	2012	11,050,285	10,825,582	58,568	52,363	10,884,150	95.14%	98.50%
April	2012	10,395,921	10,227,215	47,347	52,247	10,274,562	95.46%	98.83%
May	2012	11,744,237	10,681,872	44,415	52,218	10,726,287	95.09%	91.33%
June	2012	13,267,935	10,895,095	38,072	52,197	10,933,167	93.60%	82.40%
		<u>144,548,453</u>	<u>134,671,283</u>	<u>626,367</u>		<u>135,297,650</u>		
FISCAL 2013								
July	2012	17,466,170	14,702,549	38,276	52,303	14,740,825	93.26%	84.40%
August	2012	14,358,453	15,845,089	43,385	52,376	15,888,474	93.50%	110.66%
September	2012	11,481,145	12,211,557	48,595	52,463	12,260,152	94.22%	106.79%
October	2012	10,545,910	9,741,443	54,699	52,284	9,796,142	94.11%	92.89%
November	2012	10,466,158	10,312,656	61,617	52,287	10,374,273	94.68%	99.12%
December	2012	11,131,795	9,798,623	69,065	52,368	9,867,688	94.46%	88.64%
January	2013	11,560,064	10,621,867	68,768	52,615	10,690,635	94.14%	92.48%
February	2013	10,550,434	10,544,686	59,658	52,705	10,604,344	94.21%	100.51%
March	2013	11,110,656	10,170,132	53,004	52,242	10,223,136	93.95%	92.01%
April	2013	10,233,332	9,906,424	48,201	52,313	9,954,625	94.19%	97.28%
May	2013	11,168,009	10,537,176	44,120	52,288	10,581,296	94.78%	94.75%
June	2013	11,593,465	10,064,318	37,708	52,258	10,102,026	95.35%	87.14%
		<u>141,665,592</u>	<u>134,456,520</u>	<u>627,096</u>		<u>135,083,616</u>		
FISCAL 2014								
July	2013	14,702,976	12,364,189	37,740	52,213	12,401,929	94.64%	84.35%
August	2013	13,559,712	13,582,248	42,342	52,126	13,624,590	94.42%	100.48%
September	2013	11,670,399	12,462,283	48,796	52,143	12,511,079	95.03%	107.20%
October	2013	10,945,398	10,453,792	54,475	52,125	10,508,267	94.91%	96.01%
November	2013	10,657,150	9,502,492	58,511	51,866	9,561,003	94.96%	89.71%
December	2013	11,962,287	10,244,088	71,063	52,032	10,315,151	94.68%	86.23%
		<u>73,497,921</u>	<u>68,609,092</u>	<u>312,927</u>		<u>68,922,019</u>		
Prior Year-to-date		75,449,631	72,611,917	315,637		72,927,554		
Two Years Prior		75,232,042	69,954,569	313,585		70,268,154		

City of South Haven
Electric Fund - Fund 582
For the period ended December 31, 2013

Col 6 & 11

Revenues:	Month Actual	Monthly Budget	Prior year MTD	MTD Variance to Budget	MTD Variance to Prior Year	YTD Actual	YTD Budget	Prior YTD Actual	Variance to Budget	Variance to Prior Year	2013-14 Adopted Budget	% of Annual Budget
Electric Sales	\$ 1,126,545	\$ 1,146,367	\$ 1,511,370	\$ (19,822)	\$ (384,825)	\$ 7,386,621	\$ 5,731,835	\$ 7,647,083	\$ 1,654,786	\$ (260,462)	\$ 13,756,404	54%
Charges for Service	\$ 22,893	\$ 12,500	\$ 7,882	\$ 10,393	\$ 15,011	\$ 133,661	\$ 62,500	\$ 57,057	\$ 71,161	\$ 76,604	\$ 150,000	89%
Interest Income	\$ 9,070	\$ 2,500	\$ (1,759)	\$ 6,570	\$ 10,830	\$ 40,729	\$ 12,500	\$ 7,351	\$ 28,229	\$ 33,378	\$ 30,000	136%
Other Revenue	\$ 2,626	\$ 2,500	\$ 1,955	\$ 126	\$ 670	\$ 45,664	\$ 12,500	\$ 24,199	\$ 33,164	\$ 21,464	\$ 30,000	152%
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Revenues	\$ 1,161,134	\$ 1,163,867	\$ 1,519,448	\$ (2,733)	\$ (358,314)	\$ 7,606,674	\$ 5,819,335	\$ 7,735,689	\$ 1,787,339	\$ (129,015)	\$ 13,966,404	

1 2 3 4 5 6 7 8 9 10 11

Expenses	Month Actual	Monthly Budget	Prior year MTD	MTD Variance to Budget	MTD Variance to Prior Year	YTD Actual	YTD Budget	Prior YTD Actual	Variance to Budget	Variance to Prior Year	2013-14 Adopted Budget	% of Annual Budget
Purchased Power	\$ 874,146	\$ 800,000	\$ 638,451	\$ 74,146	\$ 235,694	\$ 5,052,984	\$ 4,000,000	\$ 4,492,998	\$ 1,052,984	\$ 559,986	\$ 9,600,000	53%
Other Operating Expenses	\$ 153,633	\$ 146,581	\$ 176,147	\$ 7,053	\$ (22,514)	\$ 867,082	\$ 732,904	\$ 774,372	\$ 134,178	\$ 92,710	\$ 1,758,969	49%
Property Tax Equivalents	\$ 57,236	\$ 57,236	\$ 54,821	\$ (0)	\$ 2,415	\$ 343,415	\$ 286,179	\$ 328,925	\$ 57,236	\$ 14,490	\$ 686,830	50%
Energy Optimization Costs	\$ 22,037	\$ 21,800	\$ 2,192	\$ 237	\$ 19,845	\$ 131,861	\$ 109,001	\$ 110,612	\$ 22,860	\$ 21,248	\$ 261,602	50%
Capital Outlay	\$ 14,146	\$ 127,333	\$ 893,031	\$ (113,187)	\$ (878,885)	\$ 30,246	\$ 636,667	\$ 81,070	\$ (606,420)	\$ (50,824)	\$ 1,528,000	2%
Transfer Out	\$ 14,754	\$ -	\$ -	\$ 14,754	\$ 14,754	\$ 88,524	\$ 73,770	\$ 130,000	\$ 14,754	\$ (41,476)	\$ 177,049	50%
Depreciation	\$ 45,000	\$ 45,000	\$ 39,510	\$ -	\$ 5,490	\$ 225,000	\$ 225,000	\$ 197,552	\$ -	\$ 27,448	\$ 540,000	42%
Administrative Expenses	\$ 67,099	\$ 60,153	\$ 78,838	\$ 6,946	\$ (11,739)	\$ 367,265	\$ 300,765	\$ 365,012	\$ 66,500	\$ 2,254	\$ 721,836	51%
Total Expenses	\$ 1,248,050	\$ 1,258,103	\$ 1,882,990	\$ (10,053)	\$ (634,940)	\$ 7,106,377	\$ 6,364,286	\$ 6,480,540	\$ 742,091	\$ 625,837	\$ 15,274,286	

Net Fund Change \$ (86,916) \$ (94,236) \$ (363,543) \$ 7,320 \$ 276,626 \$ 500,297 \$ (544,951) \$ 1,255,149 \$ 1,045,248 \$ (754,852) \$ (1,307,882)



City of South Haven

Agenda Item # 9

Unresolved Issues

New items shown in **bold** text.

Completed items shown with single ~~strike through~~ text for one meeting, then double ~~strike through~~ text for the next meeting, then removed from the list.

ACTION ITEMS

- ~~6/2/10 – Security light costs (material, labor, O & M). File located, under review.~~
- ~~2/27/12 – October 31, 2011 meeting requested staff pursue possible contract language change not limiting liability to the amount of the contractor's insurance; and remove statement that the contractor is not liable for making sure the sub-contractors do the work properly.~~
- 3/26/12 – Stickland requested that staff provide the utility policy concerning tampering fees for review at the next meeting. Addressed under agenda item 15 at the April 30, 2012 meeting. MMEA was contacted requesting their assistance in contacting fellow members for their policies regarding meter tampering, disconnection or tampering with service feeders/pipes, theft of service, and unsealed meter showing consumption. No response has been received from MMEA. City staff is contacting fellow IMMDA members plus Holland, Lowell, and Coldwater. Policies have been received from Bluffton, IN; Coldwater, MI; Holland BPW; Lowell Light & Power; Niles, MI; Sturgis, MI; Zeeland BPW. These policies will be compiled and summarized and distributed to staff and the BPU for review and comment.
- 4/30/12 – As a result of the tamper fee discussion with a resident, staff was requested to compile a list of electrical and plumbing contractors licensed to work in South Haven for the purpose of sending notification letters concerning the tamper policy. City staff contacted the State of Michigan and Michigan Township services, but they could not provide specific information. City of South Haven Building Services has a bulletin board available for posting notices. Suggestion was made to add it to the building permit form or instructions. Start with the City and then work with the townships.
- ~~7/29/13 – As a result of the electric vehicle charging station discussion, Stickland requested that staff and the Board do some research and bring this subject to the next meeting. Halberstadt discussed with Meijer's engineer and confirmed that a charging unit is not planned for the South Haven site. Huff will draft a letter to Meijer requesting consideration of installation on a charging unit.~~

Board of Public Utilities
Staff Report
Agenda Item #9
Prepared by Roger Huff
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January 27, 2013

- ~~9/30/13 — Staff will research the Dyckman/Black River Street sewer issue. Halberstadt provided sanitary sewer videos to Abonmarche. Included in the SAW Grant application.~~

Board of Public Utilities
Staff Report
Agenda Item #9
Prepared by Roger Huff
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January 27, 2013

City of South Haven, MI



Electric Outage Report 4th Quarter 2013

South Haven Electric Distri Yearly Reliabilty report Jan-Dec 2013 | Jan-Dec 2012

Number of Outages per year(by Cause)

0 Electric Supply Disruption to City	1	0
1 Fallen Line / Rotted Pole	5	6
2 Bad U/G Cable	8	18
3 Lightning	7	4
4 Animal Contact	45	63
5 Tree Contact	94	106
6 Contamination / Foreign Debris	0	0
7 Human	4	11
8 Other	2	0
9 Undetermined	0	0
10 Failed Device	86	149
Total	252	357

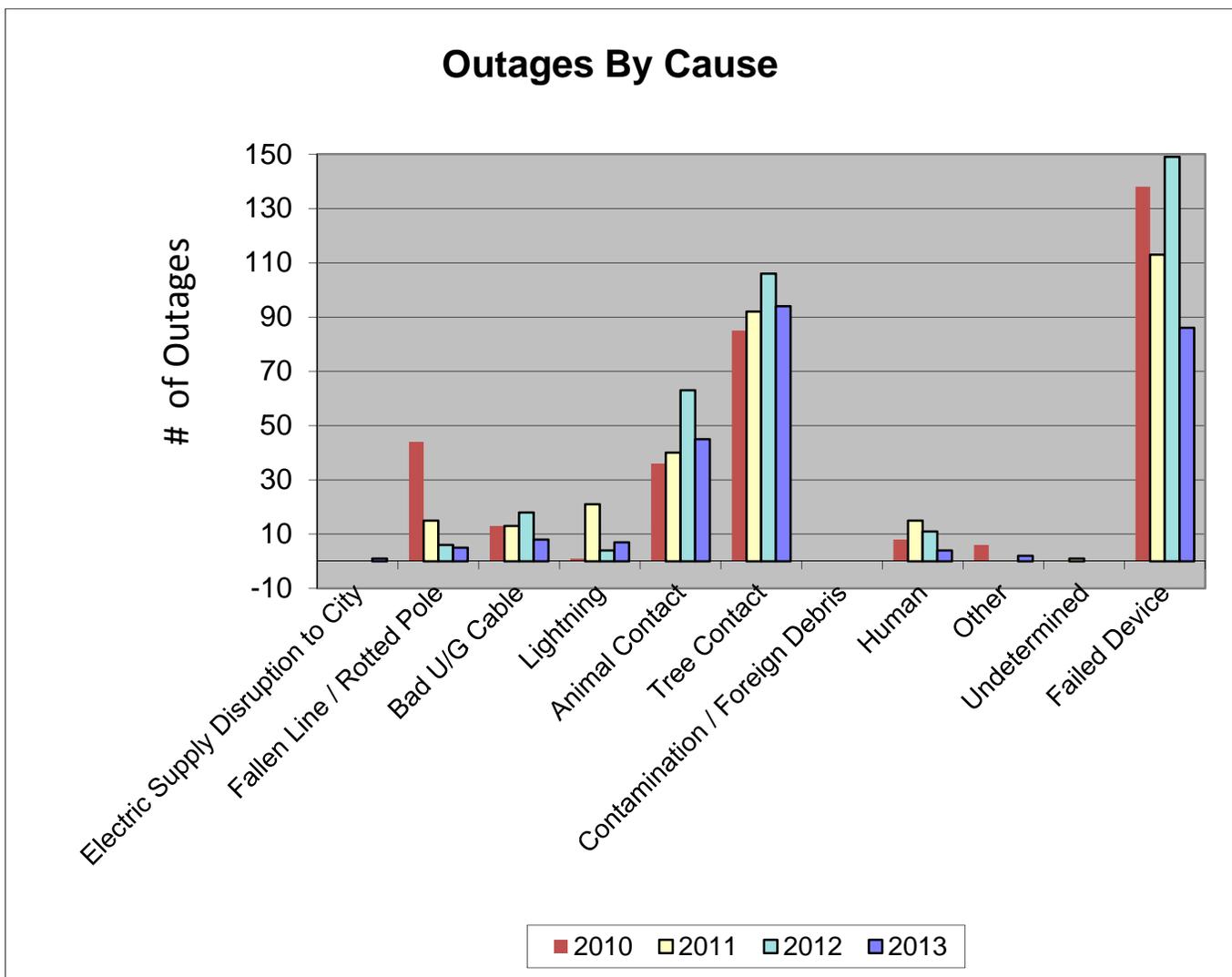
Outage Statistics

ASAI (%)	99.746881	99.946308
CAIDI (Long) (min)	816.78831	242.67065
SAIDI (Long) (min)	110.86714	23.58232
SAIFI (Long) (ints/tot cust)	0.1357355	0.0971783
SAIFI (Short) (ints/tot cust)	2.044E-05	0.0004313

Outage Reasons

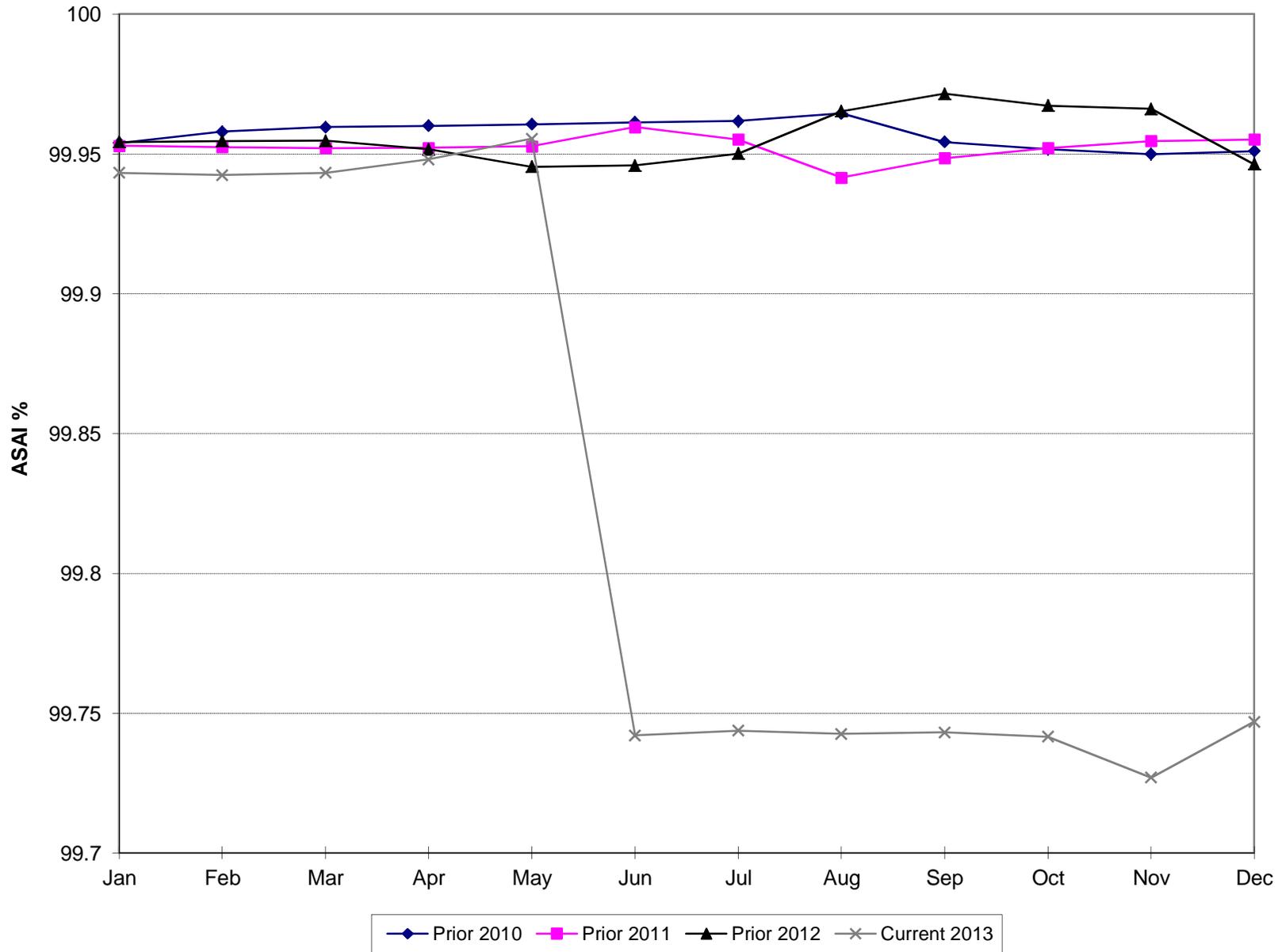
1/16/2014

Number of Outages (by Cause)	2010	2011	2012	2013	2012-2013
Electric Supply Disruption to City	0	0	0	1	1%
Fallen Line / Rotted Pole	44	15	6	5	-17%
Bad U/G Cable	13	13	18	8	-56%
Lightning	1	21	4	7	75%
Animal Contact	36	40	63	45	-29%
Tree Contact	85	92	106	94	-11%
Contamination / Foreign Debris	0	0	0	0	0%
Human	8	15	11	4	-64%
Other	6	0	0	2	2%
Undetermined	0	1	0	0	0%
Failed Device	138	113	149	86	-42%
Grand Total	331	310	357	252	-29%

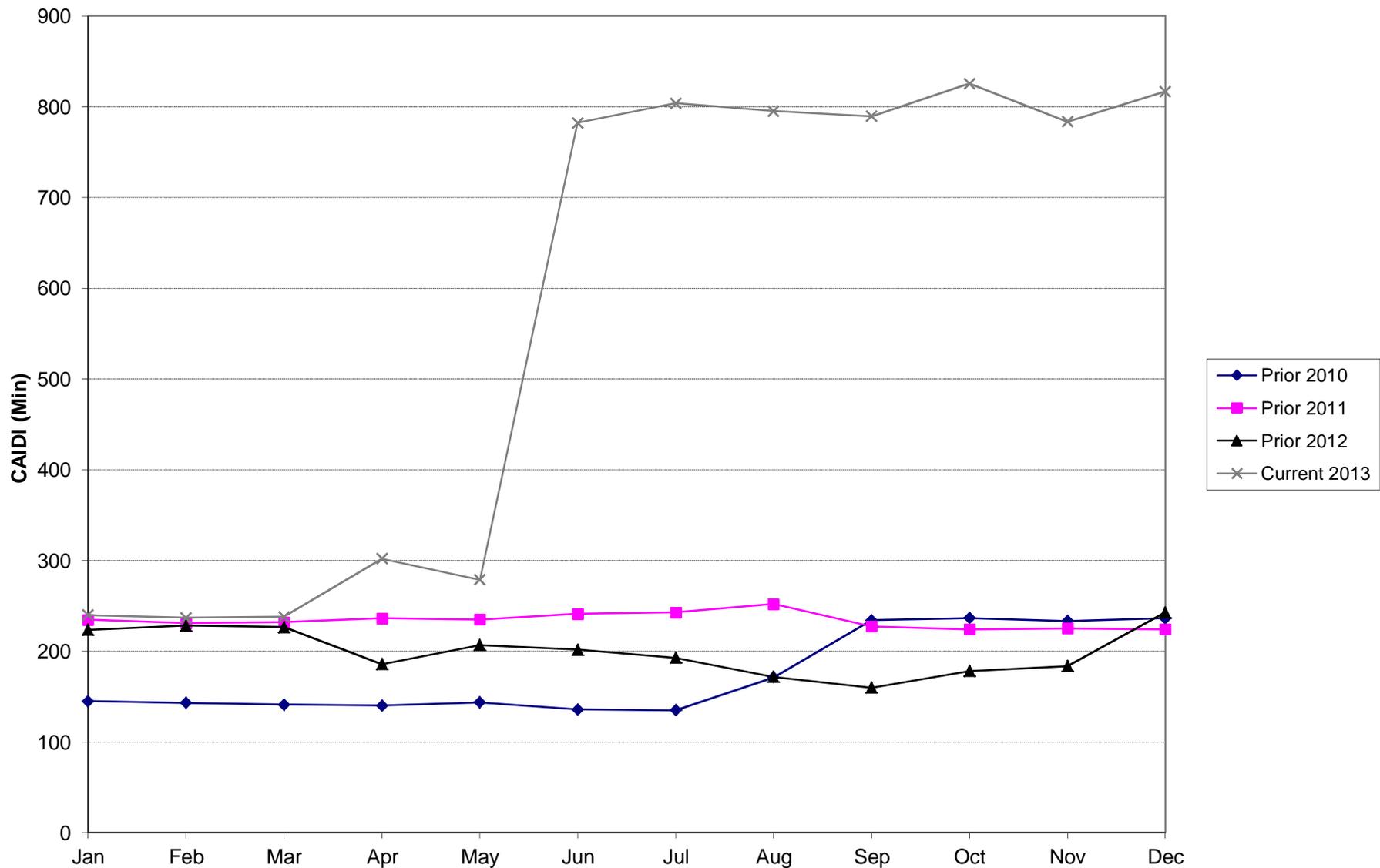


ASAI (Average Service Availability Index)

1/16/2014



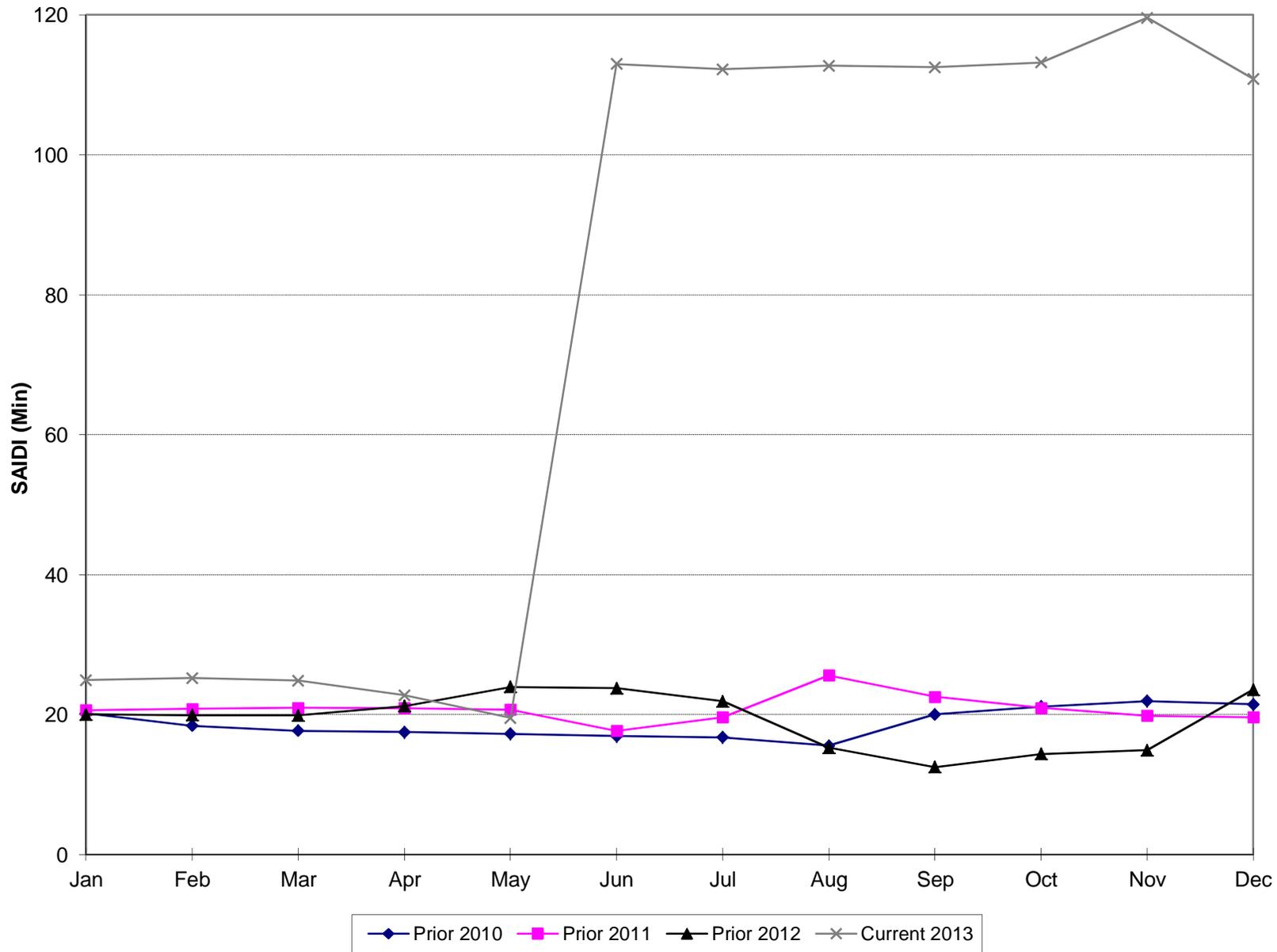
The ratio of the total customer minutes that service was available divided by the total customer minutes demanded (expected) in a time period. It is expressed as a percent.



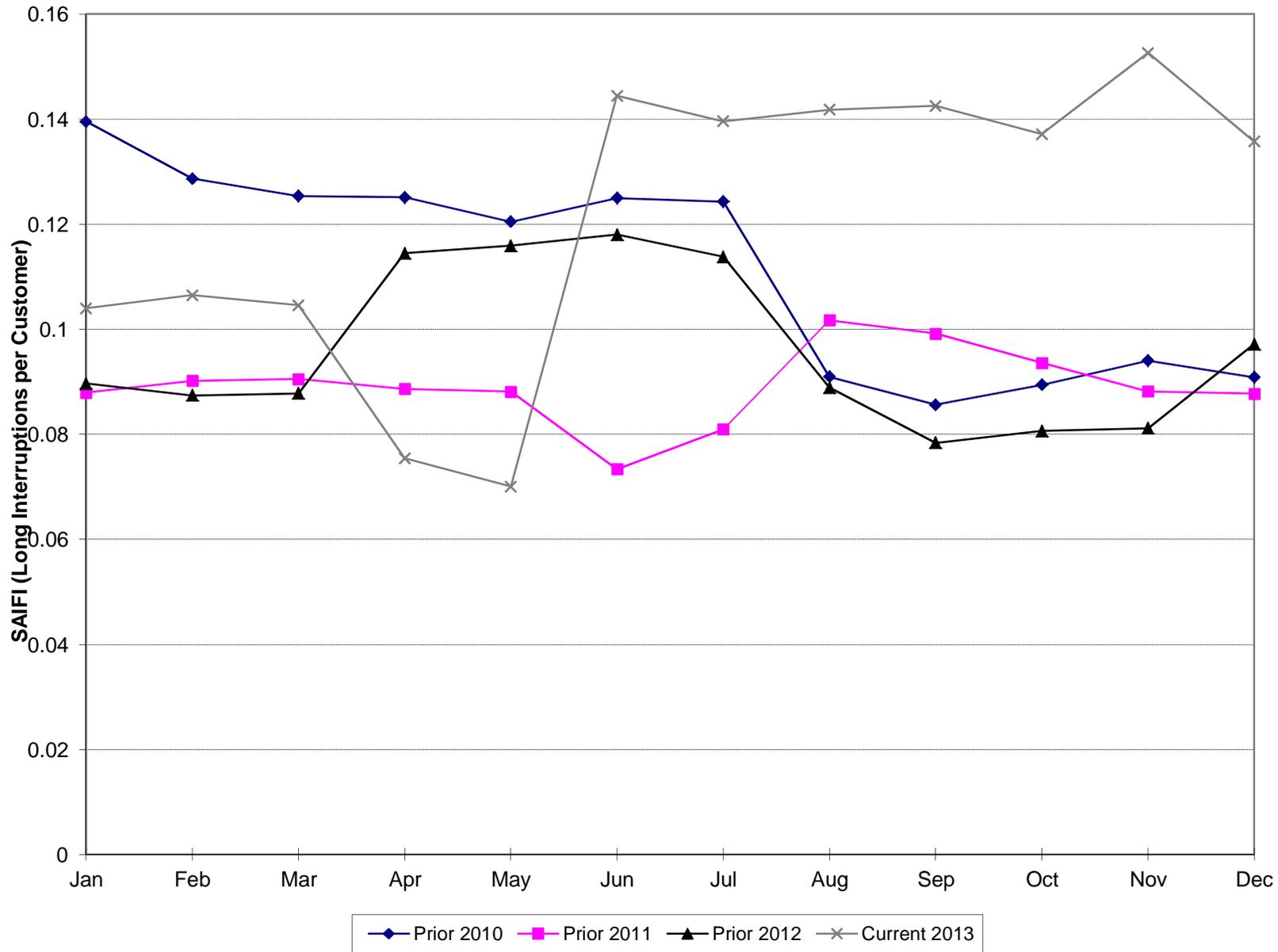
This is the average duration of a customer outage, and is calculated by dividing the sum of the customer minutes off by the number of customers who experienced long interruptions.

SAIDI (System Average Interruption Duration Index)

1/16/2014



This is the avg interruption duration for all customers served, and is calculated by dividing the sum of the customer minutes off by the avg number of customers served.



The number of times a customer is interrupted (>1 minute), averaged over all customers. Divide total customer interruptions by an avg of total customers served.

General Information				Cause	Time & Duration					Customers	
#	Date	S/U	Address/Location	Description	#	Ints	T off	T on	Mins	# Out	Cust Min
1	10/1/2013	U	216 Oak St	Bad Connection	10	1	10/1/13 8:45 AM	10/1/13 9:55 AM	70	1	70
2	10/3/2013	U	955 Bailey Ave	Bad Connection	10	1	10/3/13 9:10 PM	10/3/13 11:05 PM	115	1	115
3	10/6/2013	U	M-43 Hwy & Blue Star Mem Hwy	2 Blown line fuse's - Trees	5	1	10/6/13 9:20 AM	10/6/13 1:15 PM	235	91	21385
4	10/7/2013	U	72090 8th Ave	Bad Connection	10	1	10/7/13 8:40 AM	10/7/13 9:55 PM	795	1	795
5	10/12/2013	U	200 Edgell St	Fuse - Squirrel	4	1	10/12/13 11:40 AM	10/12/13 12:35 PM	55	23	1265
6	10/12/2013	U	19310 Blue Star Mem Hwy	Bad Connection	10	1	10/12/13 1:05 AM	10/12/13 2:45 PM	820	1	820
7	10/13/2013	U	428 River Island Dr	Bad Underground to Lift Station	2	1	10/13/13 5:20 PM	10/13/15 9:00 PM	43420	7	303940
8	10/18/2013	U	67580 Ridgewood Dr	Bad Connection	10	1	10/18/13 4:15 PM	10/18/13 6:00 PM	105	1	105
9	10/19/2013	U	72861 8th Ave	Fuse - Squirrel	4	1	10/19/13 8:10 AM	10/19/13 9:40 AM	90	9	810
10	10/24/2013	U	1020 6th Ave	Bad Connection	10	1	10/24/13 2:50 PM	10/24/13 4:00 PM	70	1	70
11	10/24/2013	U	1280 8th Ave	Bad Connection	10	1	10/24/13 4:10 PM	10/24/13 5:20 PM	70	1	70
12	10/26/2013	U	14th Ave & 77th St	Line fuse - Tree limb	5	1	10/26/13 12:30 AM	10/26/13 2:10 AM	100	127	12700
13	10/26/2013	U	1012 Hazel St	Fuse - Squirrel	4	1	10/26/13 1:15 AM	10/26/13 2:50 AM	95	14	1330
14	10/26/2013	U	13293 Blue Star Hwy	Fuse - Squirrel	4	1	10/26/13 4:05 AM	10/26/13 5:40 AM	95	5	475
15	10/26/2013	U	721 73rd St	Fuse - Squirrel	4	1	10/26/13 5:10 AM	10/26/13 7:05 AM	115	9	1035
16	10/26/2013	U	1447 71 1/2 St	Line fuse - Tree limb	5	1	10/26/13 5:20 AM	10/26/13 6:55 AM	95	27	2565
17	10/28/2013	U	652 Maple St	Fuse - Squirrel	4	1	10/28/13 10:30 AM	10/28/13 11:15 AM	45	17	765
18	10/31/2013	U	7291 Baseline Rd	Bad Connection	10	1	10/31/13 4:55 PM	10/31/13 7:30 PM	155	1	155

S/U - Scheduled or Unscheduled

Ints - # of Interruptions

Long - >1 min; Short - <1 min

Cause # - see table on page 3

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BPU Meeting Agenda

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Total Customers this Month	8,130	Days of Month
Total Customer Minutes this Month	362,923,200	31

Outage Totals			
		This Month	This Month Last Year
Unscheduled Outages			
Long	# Outages	18	38
	# Customers Out	337	867
	# Minutes Out	46,545	48364
	# Customer Minutes Out	348,470	285401
	# Within City System	18	38
	# Supply to City Minutes	0	0
Short	# Outages (Blinks)	0	0
	# Customers Affected	0	0
	# Within City System	0	0
	# Supply to City Minutes	0	0
Scheduled Outages			
Long	# Outages	0	0
	# Customers Out	0	0
	# Minutes Out	0	0
	# Customer Minutes Out	0	0
	# Within City System	0	0
	# Supply to City Minutes	0	0
Short	# Outages (Blinks)	0	0
	# Customers Affected	0	0
	# Within City System	0	0
	# Supply to City Minutes	0	0
Totals			
	Total Long Outages	18	38
	Total Short Outages (Blinks)	0	0
	Total Customers Out (Long)	337	867
	Total Customers Affected (Short- Blinks)	0	0
	Total Customer Minutes Out	348,470	285401
	Total Outages Within City System	18	38
	Total Outages in Supply to City	0	0

Number of Outages (by Cause)					
Cause #	Description	Total This Month	This Month Last Year	Rolling AT	% AT
0	Electric Supply Disruption to City	0	0	1	0%
1	Fallen Line / Rotted Pole	0	0	5	2%
2	Bad U/G Cable	1	1	7	3%
3	Lightning	0	0	7	3%
4	Animal Contact	6	7	42	16%
5	Tree Contact	3	18	109	41%
6	Contamination / Foreign Debris	0	0	0	0%
7	Human	0	0	5	2%
8	Other	0	0	2	1%
9	Undetermined	0	0	0	0%
10	Failed Device	8	12	85	32%
	Total	18	38	263	

AT - Annual 12 Month Total

12 Month Outage Statistics		
Index	As of This Month	As of This Month Last Year
ASAI (%)	99.7416	99.9673
CAIDI (Long) (min)	825.37	178.17
SAIDI (Long) (min)	113.19	14.37
SAIFI (Long) (ints/tot cust)	0.14	0.08
SAIFI (Short) (ints/tot cust)	0.00	0.00

- ASAI - Average Service Availability Index
(customer minutes available/total customer minutes, as a %)
- CAIDI - Customer Average Interruption Duration Index
(average minutes interrupted per interrupted customer)
- SAIDI - System Average Interruption Duration Index
(average minutes interrupted per customer for all customers)
- SAIFI (Long) - System Average Interruption Frequency Index
(# of long interruptions per customer for all customers)
- SAIFI (Short) - System Average Interruption Frequency Index
(# of short interruptions per customer for all customers)

General Information				Cause		Time & Duration				Customers	
#	Date	S/U	Address/Location	Description	#	Ints	T off	T on	Mins	# Out	Cust Min
1	11/1/2013	U	77680 16th Ave	Bad Connection	10	1	11/1/13 4:15 PM	11/1/13 5:35 PM	80	1	80
2	11/2/2013	U	9580 73rd St	Line fuse - Squirrel	4	1	11/2/13 6:20 AM	11/2/13 7:45 AM	85	14	1190
3	11/2/2013	U	15480 73rd	Line fuse - Tree limb	5	1	11/2/13 6:35 AM	11/2/13 7:55 AM	80	43	3440
4	11/2/2013	U	16th Ave & 68th Ave	Bad cut out of arrestor	10	1	11/2/13 6:45 PM	11/2/13 11:30 PM	285	43	12255
5	11/2/2013	U	17177 18th Ave	Fuse - Squirrel	4	1	11/2/13 9:15 AM	11/2/13 10:35 AM	80	7	560
6	11/4/2013	U	728 Wilson St	Bad Connection	10	1	11/4/13 4:35 PM	11/4/13 5:55 PM	80	1	80
7	11/6/2013	U	6th Ave & CR 689	Line fuse going east - tree limb on line	5	1	11/6/13 5:20 PM	11/6/13 7:50 PM	150	31	4650
8	11/10/2013	U	Baseline Rd & North Shore Dr	Line Fuse - Tree limb on line	5	1	11/10/13 9:50 AM	11/10/13 11:15 AM	85	56	4760
9	11/10/2013	U	6th Ave E of 73rd	Line Fuse - Tree limb on line	5	1	11/10/13 1:50 PM	11/10/13 3:15 PM	85	105	8925
10	11/10/2013	U	230 Baseline Rd	Bad Connection	10	1	11/10/13 4:35 PM	11/10/13 6:50 PM	135	19	2565
11	11/11/2013	U	67663 CR 388	Bad Breaker	10	1	11/11/13 4:50 PM	11/11/13 4:50 PM	105	1	105
12	11/15/2013	U	Phillips St	Down Secondary line - Tree limb	5	1	11/15/13 1:15 PM	11/15/13 4:05 PM	170	11	1870
13	11/16/2013	U	15753 66th Ave	Fuse - Squirrel	4	1	11/16/13 3:05 PM	11/16/13 4:40 PM	95	4	380
14	11/16/2013	U	230 Baseline Rd	Fuse - Squirrel	4	1	11/16/13 3:40 PM	11/16/13 6:10 PM	150	31	4650
15	11/17/2013	U	Lovejoy Ave & 76th St	Down primary line - trees	5	1	11/17/13 6:10 PM	11/17/13 9:40 PM	210	74	15540
16	11/17/2013	U	M-140 Hwy & Blue Star Mem Hwy	Down primary line - trees	5	1	11/17/13 6:30 PM	11/17/13 10:50 PM	260	143	37180
17	11/17/2013	U	M-43 Hwy & Blue Star Mem Hwy	Down primary line - trees	5	1	11/17/13 6:40 PM	11/18/13 1:40 AM	420	467	196140
18	11/17/2013	U	2nd Ave & 71 1/2 St	Line Fuse - Trees	5	1	11/17/13 6:45 PM	11/18/13 1:50 AM	425	29	12325
19	11/17/2013	U	8th Ave & 66th St	Down primary line - trees	5	1	11/17/13 4:05 PM	11/18/13 2:10 AM	605	71	42955
20	11/17/2013	U	76th St	Down primary line - trees - wind	5	1	11/17/13 6:45 PM	11/18/13 2:00 AM	435	197	85695
21	11/17/2013	U	8th Ave & Blue Star Mem Hwy	Down primary line - trees	5	1	11/17/13 7:20 PM	11/18/13 3:25 PM	1205	81	97605
22	11/17/2013	U	6th Ave & Blue Star Mem Hwy	Down primary line - trees	5	1	11/17/13 7:35 PM	11/18/13 4:10 AM	515	62	31930
23	11/17/2013	U	Michigan St & Kalamazoo St	Down primary line - trees/wind	5	1	11/17/13 8:45 PM	11/18/13 3:50 AM	425	142	60350
24	11/17/2013	U	Phoenix St & Hubbard St	Down primary line - trees	5	1	11/17/13 9:05 PM	11/18/13 4:30 AM	445	71	31595
25	11/17/2013	U	Elkenburg St & Kalamazoo St	Down primary line - trees	5	1	11/17/13 9:50 PM	11/18/13 6:10 AM	500	39	19500
26	11/17/2013	U	Elkenburg St & Monroe St	Down primary line - trees	5	1	11/17/13 9:55 PM	11/18/13 6:25 AM	510	41	20910
27	11/18/2013	U	311 Spencer St	Fuse	10	1	11/18/13 1:30 AM	11/18/13 4:20 AM	170	9	1530
28	11/18/2013	U	70434 6th Ave	Fuse - Squirrel	4	1	11/18/13 3:45 AM	11/18/13 5:30 AM	105	5	525
29	11/18/2013	U	18611 65th St	Fuse - Squirrel	4	1	11/18/13 5:40 AM	11/18/13 6:50 AM	70	3	210
30	11/18/2013	U	12336 CR 687	Fuse - Squirrel	4	1	11/18/13 8:05 AM	11/18/13 9:45 AM	100	3	300
31	11/19/2013	U	73123 12th Ave	Bad Connection	10	1	11/19/13 6:50 PM	11/19/13 9:40 PM	170	1	170
32	11/21/2013	U	211 Spencer Ave	Bad Underground service	2	1	11/21/13 9:50 AM	11/21/13 2:35 PM	285	1	285
33	11/23/2013	U	317 Eagle St	Bad pad mount	10	1	11/23/13 8:30 AM	11/23/13 2:30 PM	360	11	3960
34	11/25/2013	U	19 Bluff Dr	Bad pad mount	10	1	11/25/13 8:50 AM	11/25/13 2:45 PM	355	9	3195
35	11/25/2013	U	75641 16th Ave	Bad Connection on primary line	10	1	11/25/13 2:55 PM	11/25/13 5:00 PM	125	36	4500
36	11/29/2013	U	3rd St & 76th St	Down Secondary line - Tree limb	5	1	11/29/13 12:00 PM	11/29/13 3:00 PM	180	14	2520
37	11/29/2013	U	501 Clinton St	Bad Connection	10	1	11/29/13 4:05 PM	11/29/13 7:00 PM	175	1	175

S/U - Scheduled or Unscheduled

Ints - # of Interruptions

Long - >1 min; Short - <1 min

Cause # - see table on page 3

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Total Customers this Month	8,130	Days of Month
Total Customer Minutes this Month	351,216,000	30

Outage Totals			
		This Month	This Month Last Year
Unscheduled Outages			
Long	# Outages	37	22
	# Customers Out	1,877	363
	# Minutes Out	9,715	4673
	# Customer Minutes Out	714,605	87547
	# Within City System	37	22
	# Supply to City Minutes	0	0
Short	# Outages (Blinks)	0	1
	# Customers Affected	0	1
	# Within City System	0	1
	# Supply to City Minutes	0	0
Scheduled Outages			
Long	# Outages	0	0
	# Customers Out	0	0
	# Minutes Out	0	0
	# Customer Minutes Out	0	0
	# Within City System	0	0
	# Supply to City Minutes	0	0
Short	# Outages (Blinks)	0	0
	# Customers Affected	0	0
	# Within City System	0	0
	# Supply to City Minutes	0	0
Totals			
Total Long Outages		37	22
Total Short Outages (Blinks)		0	1
Total Customers Out (Long)		1,877	363
Total Customers Affected (Short- Blinks)		0	1
Total Customer Minutes Out		714,605	87547
Total Outages Within City System		37	22
Total Outages in Supply to City		0	0

Number of Outages (by Cause)					
Cause #	Description	Total This Month	This Month Last Year	Rolling AT	% AT
0	Electric Supply Disruption to City	0	0	1	0%
1	Fallen Line / Rotted Pole	0	1	4	1%
2	Bad U/G Cable	1	1	7	3%
3	Lightning	0	0	7	3%
4	Animal Contact	7	5	44	16%
5	Tree Contact	18	7	120	43%
6	Contamination / Foreign Debris	0	0	0	0%
7	Human	0	1	4	1%
8	Other	0	0	2	1%
9	Undetermined	0	0	0	0%
10	Failed Device	11	8	88	32%
	Total	37	23	277	

AT - Annual 12 Month Total

12 Month Outage Statistics		
Index	As of This Month	As of This Month Last Year
ASAI (%)	99.7270	99.9661
CAIDI (Long) (min)	783.66	183.66
SAIDI (Long) (min)	119.59	14.91
SAIFI (Long) (ints/tot cust)	0.15	0.08
SAIFI (Short) (ints/tot cust)	0.00	0.00

- ASAI - Average Service Availability Index
(customer minutes available/total customer minutes, as a %)
- CAIDI - Customer Average Interruption Duration Index
(average minutes interrupted per interrupted customer)
- SAIDI - System Average Interruption Duration Index
(average minutes interrupted per customer for all customers)
- SAIFI (Long) - System Average Interruption Frequency Index
(# of long interruptions per customer for all customers)
- SAIFI (Short) - System Average Interruption Frequency Index
(# of short interruptions per customer for all customers)

General Information				Cause		Time & Duration				Customers	
#	Date	S/U	Address/Location	Description	#	Ints	T off	T on	Mins	# Out	Cust Min
1	12/1/2013	U	18000 CR 687	Blown fuse - Squirrel	4	1	12/1/13 11:05 AM	12/1/13 12:35 PM	90	14	1260
2	12/5/2013	U	800 Monroe Blvd	Bad Connection	10	1	12/5/13 5:20 PM	12/5/13 6:50 PM	90	1	90
3	12/6/2013	U	514 Indiana Ave	Down Service - House knob pulled	1	1	12/6/13 3:40 PM	12/6/13 5:45 PM	125	1	125
4	12/7/2013	U	716 Bailey Ave	Line down	1	1	12/7/13 11:20 AM	12/7/13 3:10 PM	230	27	6210
5	12/16/2013	U	4207 CR 689	Bad Connection	10	1	12/16/13 4:30 PM	12/16/13 7:00 PM	150	1	150
6	12/16/2013	U	601 Phoenix St	Fuse - Squirrel	4	1	12/16/13 8:05 AM	12/16/13 9:20 AM	75	1	75
7	12/18/2013	U	19059 Blue Star Mem Hwy	Bad Connection	10	1	12/18/13 2:25 PM	12/18/13 3:30 PM	65	1	65
8	12/19/2013	U	CR 380 & 76th St	Line fuse - Squirrel	4	1	12/19/13 9:50 AM	12/19/13 11:55 AM	125	57	7125
9	12/21/2013	U	73881 M-43 Hwy	Bad Breaker	10	1	12/21/13 10:05 AM	12/21/13 11:45 AM	100	1	100
10	12/23/2013	U	415 Walnut	Down service - tree limb	5	1	12/23/13 11:50 AM	12/23/13 2:11 PM	141	1	141
11	12/26/2013	U	Streamwood Dr	Bad underground	2	1	12/26/13 11:10 AM	12/26/13 5:00 PM	350	8	2800
12	12/26/2013	U	10401 M-140 Hwy	Down service - tree limb	5	1	12/26/13 1:35 PM	12/26/13 4:00 PM	145	1	145
13	12/28/2013	U	321 Center St	Bad underground	2	1	12/28/13 11:30 AM	12/28/13 9:00 PM	570	1	570

S/U - Scheduled or Unscheduled

Ints - # of Interruptions

Long - >1 min; Short - <1 min

Cause # - see table on page 3

January 27, 2014

BPU Meeting Agenda

Page 28 of 53

Total Customers this Month	8,130	Days of Month
Total Customer Minutes this Month	362,923,200	31

Outage Totals			
		This Month	This Month Last Year
Unscheduled Outages			
Long	# Outages	13	37
	# Customers Out	115	1763
	# Minutes Out	2,256	7986
	# Customer Minutes Out	18,856	870455
	# Within City System	13	37
	# Supply to City Minutes	0	0
Short	# Outages (Blinks)	0	1
	# Customers Affected	0	41
	# Within City System	0	1
	# Supply to City Minutes	0	0
Scheduled Outages			
Long	# Outages	0	0
	# Customers Out	0	0
	# Minutes Out	0	0
	# Customer Minutes Out	0	0
	# Within City System	0	0
	# Supply to City Minutes	0	0
Short	# Outages (Blinks)	0	0
	# Customers Affected	0	0
	# Within City System	0	0
	# Supply to City Minutes	0	0
Totals			
Total Long Outages		13	37
Total Short Outages (Blinks)		0	1
Total Customers Out (Long)		115	1763
Total Customers Affected (Short- Blinks)		0	41
Total Customer Minutes Out		18,856	870455
Total Outages Within City System		13	37
Total Outages in Supply to City		0	0

Number of Outages (by Cause)					
Cause #	Description	Total This Month	This Month Last Year	Rolling AT	% AT
0	Electric Supply Disruption to City	0	0	1	0%
1	Fallen Line / Rotted Pole	2	1	5	2%
2	Bad U/G Cable	2	1	8	3%
3	Lightning	0	0	7	3%
4	Animal Contact	3	2	45	18%
5	Tree Contact	2	28	94	37%
6	Contamination / Foreign Debris	0	0	0	0%
7	Human	0	0	4	2%
8	Other	0	0	2	1%
9	Undetermined	0	0	0	0%
10	Failed Device	4	6	86	34%
	Total	13	38	252	

AT - Annual 12 Month Total

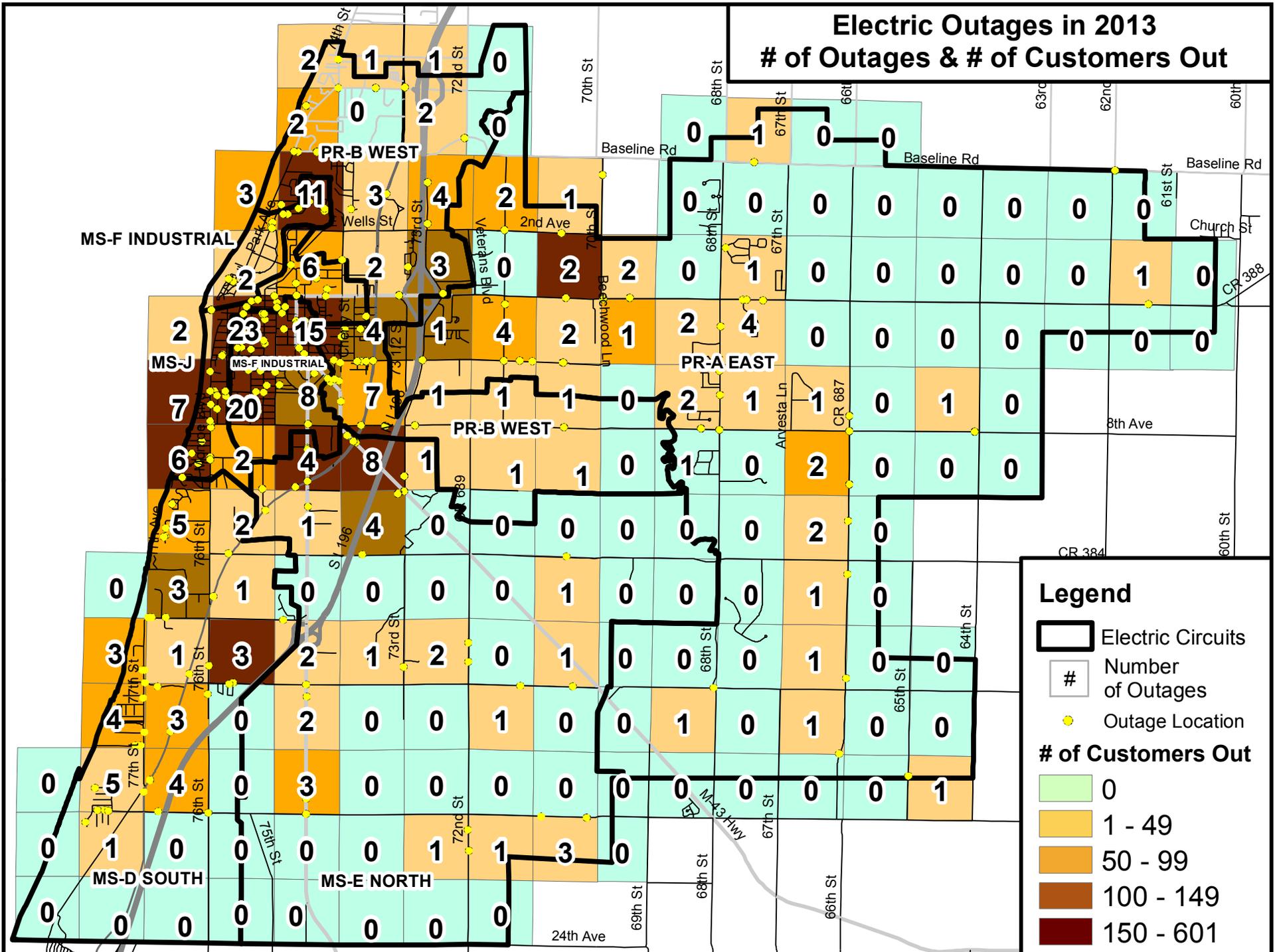
12 Month Outage Statistics		
Index	As of This Month	As of This Month Last Year
ASAI (%)	99.7469	99.9463
CAIDI (Long) (min)	816.79	242.67
SAIDI (Long) (min)	110.87	23.58
SAIFI (Long) (ints/tot cust)	0.14	0.10
SAIFI (Short) (ints/tot cust)	0.00	0.00

- ASAI - Average Service Availability Index
(customer minutes available/total customer minutes, as a %)
- CAIDI - Customer Average Interruption Duration Index
(average minutes interrupted per interrupted customer)
- SAIDI - System Average Interruption Duration Index
(average minutes interrupted per customer for all customers)
- SAIFI (Long) - System Average Interruption Frequency Index
(# of long interruptions per customer for all customers)
- SAIFI (Short) - System Average Interruption Frequency Index
(# of short interruptions per customer for all customers)

Month	Dec 12	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13	Jul 13	Aug 13	Sep 13	Oct 13	Nov 13	Dec 13	
Number of Customers	8,115	8,115	8,155	8,195	8,116	8,116	8,116	8,209	8,209	8,209	8,130	8,130	8,130	
Unscheduled Outages														
Long Outages	# Outages	37	17	12	8	8	18	51	25	24	19	18	37	13
	# Customers Out	1,763	961	330	50	12	91	8,162	462	484	398	337	1,877	115
	# Minutes Out	7,986	2,544	1,614	790	833	2,955	10,333	3,052	3,280	2,384	46,545	9,715	2,256
	# Customer Mins	870,455	194,095	50,568	4,645	1,233	23,475	9,265,523	65,865	103,250	55,547	348,470	714,605	18,856
	# City System	37	17	12	8	8	18	50	25	24	19	18	37	13
	# Supply to City Minutes	0	0	0	0	0	0	9,081,180	0	0	0	0	0	0
Short Outages	# Outages (Blinks)	1	0	0	0	2	0	0	0	0	0	0	0	0
	# Customers Out	41	0	0	0	2	0	0	0	0	0	0	0	0
	# City System	1	0	0	0	2	0	0	0	0	0	0	0	0
	# Supply to City Minutes	0	0	0	0	0	0	0	0	0	0	0	0	0
Scheduled Outages														
Long Outages	# Outages	0	0	0	0	0	0	0	0	0	0	0	0	0
	# Customers Out	0	0	0	0	0	0	0	0	0	0	0	0	0
	# Minutes Out	0	0	0	0	0	0	0	0	0	0	0	0	0
	# Customer Mins	0	0	0	0	0	0	0	0	0	0	0	0	0
	# City System	0	0	0	0	0	0	0	0	0	0	0	0	0
	# Supply to City Minutes	0	0	0	0	0	0	0	0	0	0	0	0	0
Short Outages	# Outages (Blinks)	0	0	0	0	0	0	0	0	0	0	0	0	0
	# Customers Out	0	0	0	0	0	0	0	0	0	0	0	0	0
	# City System	0	0	0	0	0	0	0	0	0	0	0	0	0
	# Supply to City Minutes	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals														
	Total Long Outages	37	17	12	8	8	18	51	25	24	19	18	37	13
	Total Short Outages (Blinks)	1	0	0	0	2	0	0	0	0	0	0	0	0
	Total Custs Out (Long)	1,763	961	330	50	12	91	8,162	462	484	398	337	1,877	115
	Total Custs Out (Short Blinks)	41	0	0	0	2	0	0	0	0	0	0	0	0
	Total Cust Mins Out	870,455	194,095	50,568	4,645	1,233	23,475	9,265,523	65,865	103,250	55,547	348,470	714,605	18,856
	Total City System	37	17	12	8	8	18	50	25	24	19	18	37	13
	Total Supply to City	0	0	0	0	0	0	1	0	0	0	0	0	0
Indices														
	SAI (%)	99.95	99.94	99.94	99.94	99.95	99.96	99.74	99.74	99.74	99.74	99.74	99.73	99.75
	CAIDI (Long) (min)	242.67	239.86	236.80	237.85	302.01	278.64	782.15	803.87	795.12	789.47	825.37	783.66	816.79
	SAIDI (Long) (min)	23.58	24.94	25.21	24.88	22.78	19.52	112.97	112.23	112.74	112.52	113.19	119.59	110.87
	SAIFI (long int/cust)	0.10	0.10	0.11	0.10	0.08	0.07	0.14	0.14	0.14	0.14	0.14	0.15	0.14
	SAIFI (short int/cust)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Electric Outages in 2013

of Outages & # of Customers Out



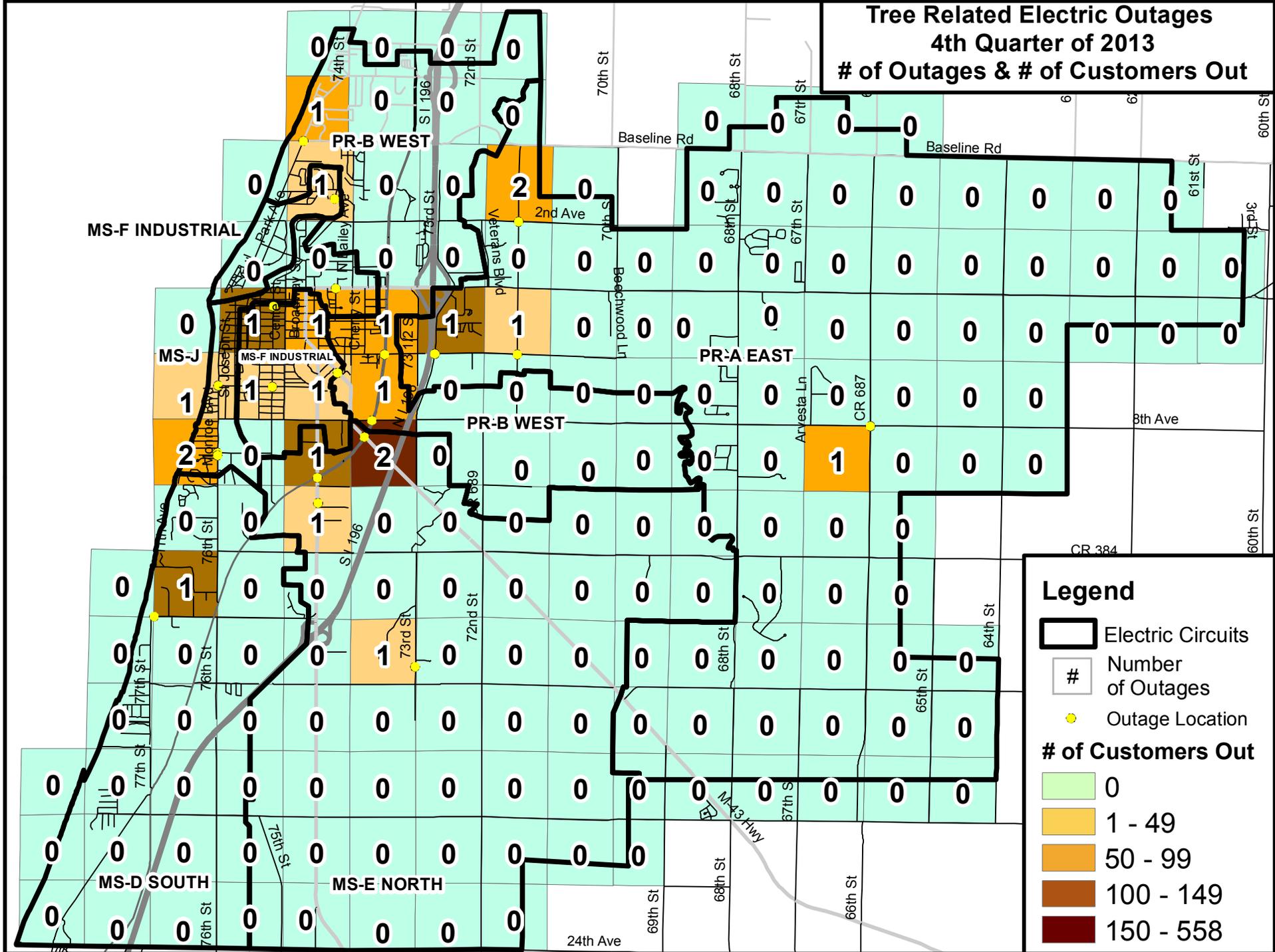
Legend

- Electric Circuits
- Number of Outages
- Outage Location

of Customers Out

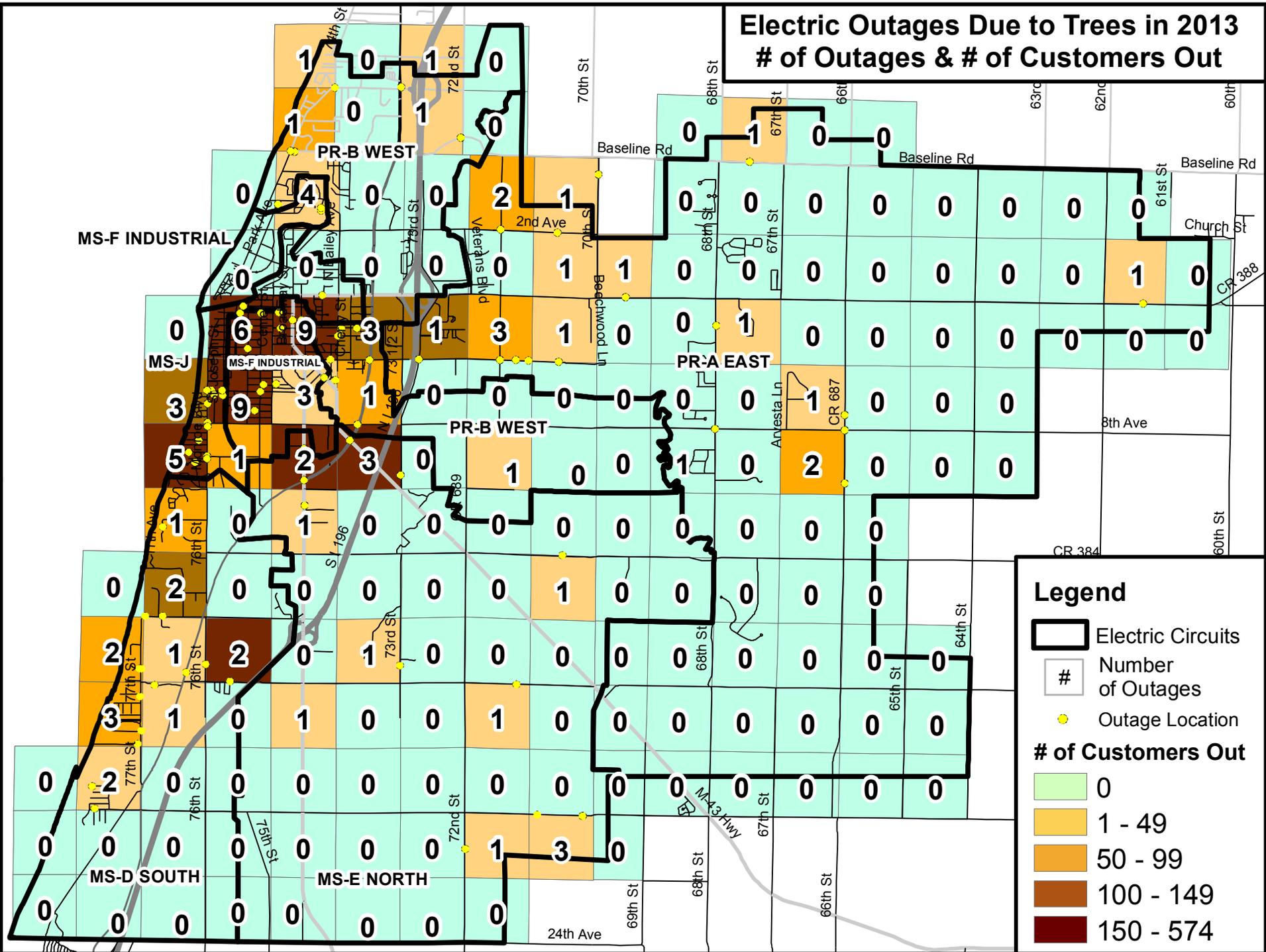
- 0
- 1 - 49
- 50 - 99
- 100 - 149
- 150 - 601

Tree Related Electric Outages 4th Quarter of 2013 # of Outages & # of Customers Out



Electric Outages Due to Trees in 2013

of Outages & # of Customers Out



Legend

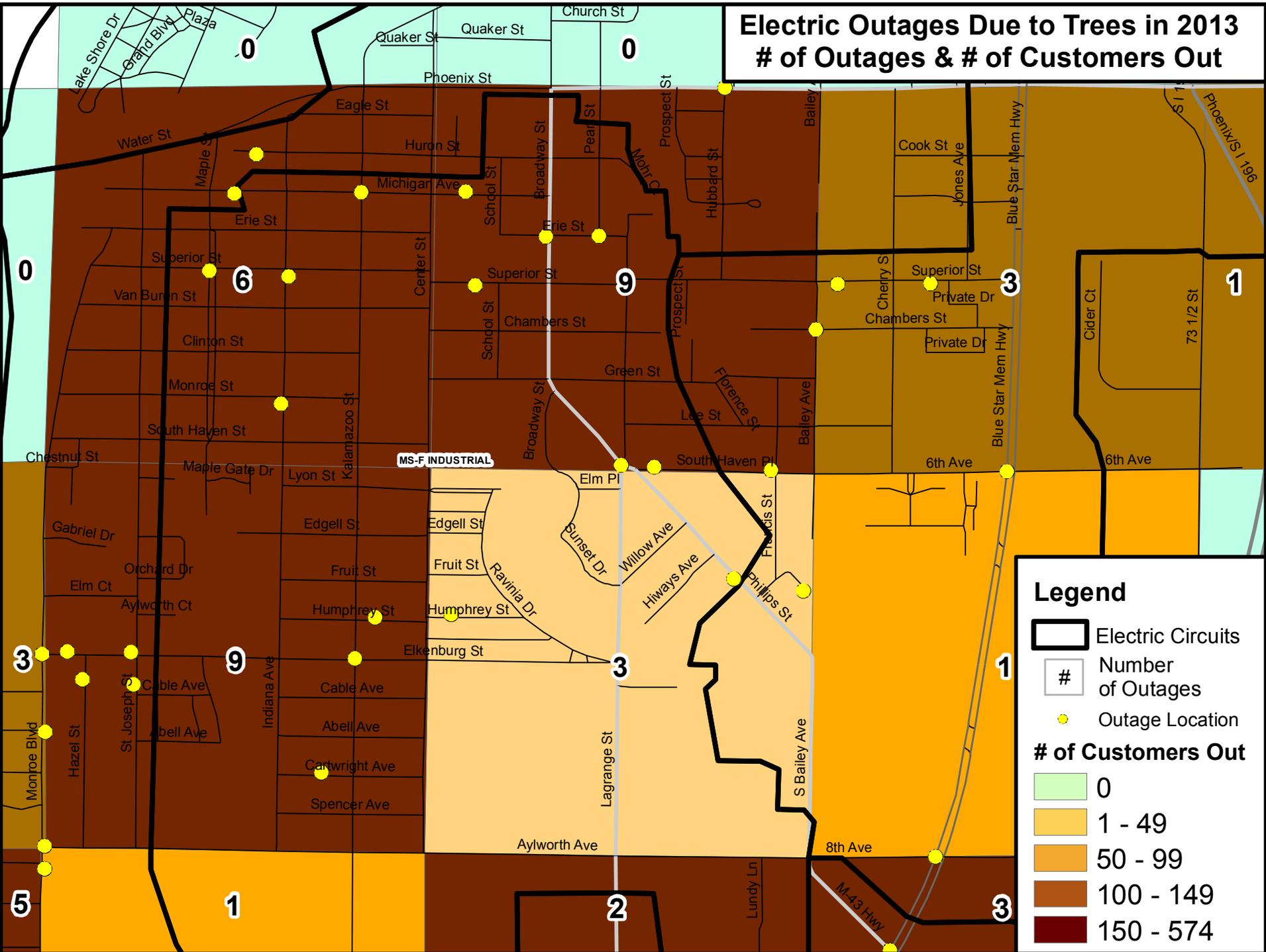
- Electric Circuits
- Number of Outages
- Outage Location

of Customers Out

- 0
- 1 - 49
- 50 - 99
- 100 - 149
- 150 - 574

Electric Outages Due to Trees in 2013

of Outages & # of Customers Out



Legend

- Electric Circuits
- Number of Outages
- Outage Location

of Customers Out

- 0
- 1 - 49
- 50 - 99
- 100 - 149
- 150 - 574

**City of South Haven
2014 Electrical System Projects
Status Report**

#102 PR-C Circuit (Overhead 2nd Avenue)

Construction of new circuit PR-C on 2nd Avenue/Wells Street from Phoenix Road Substation to Blue Star Highway (0.7 miles) with #336.4 ACSR double circuit on the existing pole line to relieve load from PR-B. Shift all MS-F load on North Shore Drive to this new circuit PR-C.

Project has been bid out and awarded to SKF Electrical Contracting. Material has been delivered and construction staking completed. Construction is scheduled to start week of January 27, 2014. Completion date is June 13th and the contractor will be on schedule to meet this date.

#103 PR-D Circuit (Underground Veteran's Drive)

Construction of new circuit PR-D on Veteran's Blvd from 2nd Avenue to Phoenix Road (0.6 miles) with #500kCM 15kV copper underground including padmount switchgear to relieve load and reduce geographic area from PR-A.

Preliminary design is complete and construction drawings are scheduled for completion week of February 10th. Final review by City of South Haven will occur in mid-February and material will be ordered following completion of construction drawings. Note this project will be separated into two contracts, conduit installation and electrical cable & equipment installation.

Out for Bids	3/1/14
Award	4/1/14
Construction Start (Conduit)	4/15/14
Conduit Completion	5/30/14
Construction Start (Cable)	8/15/14
Circuit Energization	9/15/14

#101 Phoenix Road Substation Transformer #2

Installation of a second 12/16/20 MVA transformer and two underground substation exits (PR-C and PR-D) at Phoenix Road Substation to relieve load from transformer #1.

Substation transformer has been ordered. Quotes for all major Owner-furnished material have been submitted to vendors. Project coordination meeting with AEP will be held prior to February 1st. Proposed project schedule to completion:

Out for Bid	3/1/14
Award	4/1/14
Construction Start	5/1/14
Transformer Delivery	6/10/14
Substation Energization	9/15/14

Core City Secondary Upgrades

Rebuild secondary lines within the core city area which are generally located in backlot areas. All poles and secondary conductor are scheduled to be replaced with primary conductor and transformers as determined through a complete inventory and design. The “core city” area is generally defined as the area bounded by Lake Michigan to the west, the river and Phoenix Street to the north, Blue Star Highway to the east, and Alyworth Avenue to the south.

Design is being completed in the first phase and construction drawings are scheduled for completion the week of February 17th. Material for Phase 1 will be ordered immediately following completion of construction drawings. Since nearly all construction will occur in residential back lots, weather will drive start date. Design of additional phases to follow Phase 1 bidding.

Out for Bids	2/21/14
Award	3/28/14
Construction Start (Phase 1)	4/15/14
Completion (Phase 1)	6/30/14

MEMO

DATE: January 13, 2014

TO: Board of Public Utilities

FROM: Amanda Morgan
City Clerk-Customer Service Manager

SUBJECT: Proposed Shut-Off for Non-Payment Policy

Over the past several months, staff has been working on creating a policy regarding the shut-off of utility services for non-payment.

While there is no written policy in place, staff has been working under a set of unofficial “best practices” when dealing with shut-off situations. The proposed policy blends state law, utility policy and portions of these best practices. Further, the proposed policy provides clear guidelines and expectations for both staff and customers. Following are some of the items that the policy addresses.

- Section 3 of the policy clarifies that customers will be given a minimum of seven days to make payment before shutting of the service.
- State law requires that both customers and occupants are provided with notice of the impending shut off. Section 4 of the policy provides for notification to the tenants.
- State law also requires customers be given an opportunity to appeal the shut off. The policy provides an opportunity to appear before the Finance Director to appeal the shut off notice. Section 5 specifically states the reasons that would qualify for appeal. Inability to pay is not cause for an appeal.
- Section 6 of the policy allows customers to request two 14-day extensions of the due date on their shut off notice. The requests must be made in writing by the customer.
- Section 8 of the policy states that the City will not perform shut-offs for non-payment of services for residential customers from November 1 to April 15 of each year as dictated by State law.
- Section 10 states that the entire delinquent balance, including late fees and turn on fees, must be paid before service will be restored.

The proposed policy has been reviewed by the City’s attorney.

Please do not hesitate to contact me if you have any questions or concerns regarding the policy.

**City of South Haven
Customer Service Policy**

Shut Off for Nonpayment for Services

1. Purpose and Authority

This Policy explains the rules and regulations relating to the shut off of utility services for nonpayment. Section 86-3 of the South Haven City Code allows “the shut-off or discontinuance of utility services for nonpayment in accordance with the policies and regulations from time to time established by the City.”

2. Reason for Shut Offs

The City may shut off utility services when a customer fails to pay the full account balance by the specified due date on a utility bill, or when a customer fails to pay or maintain the required deposit amount. Services will not be shut off if the City has received a pledge of payment from a state or federal heating assistance program for the full account balance.

3. Customer Shut Off Notices

The City will mail a written notice informing the customer of the delinquency on the account at least 7 days before shutting off utility service. For purposes of this Policy, the term “customer” means the person listed on the account. All shut off notices will include an estimated shut off date, and will inform the customer that an appeal the shut off notice or request for an extension agreement may be made in writing, and must be received by the City prior to the shut-off date. Appeals and requests for extension agreements can only be made by the customer on the account who may be required to produce photo identification.

4. Occupant Shut Off Notices

Whenever an account has differing billing and service addresses, the City will assume that the occupant of the service property is not the customer on the account. In these cases, the City will, in addition to mailing a notice to the customer, mail a notice to the the service address to notify the occupant(s) of the planned shut off.

5. Customer Appeals

A customer filing an appeal in writing will have the opportunity to appear before the City’s Finance Director or another designated official and show cause as to why utility services should not be shut off. Reasons that qualify as cause include meter malfunctions, billing and accounting errors, evidence of payment, or a legal prohibition against shut-off. The hearing will not apply formal rules of evidence and the hearing officer may rely in information persons rely upon in prudent business decisions as well as application laws and documents. The decision of the hearing officer is final and binding. The City will not shut off services while an appeal is pending.

6. Customer Extension Agreements

Upon request, the City will extend the estimated shut off date on an account for up to 14 days. The City will grant up to two extensions per account per calendar year, but only one extension

will be granted on any given shut off notice. To avoid a utility shut off, the customer must pay the delinquent balance in full before the end of the 14-day extension period.

7. Shut Offs

Services may be shut off to any time after the estimated shut off date unless: (1) the delinquent balance is paid in full, including any applicable late fees; (2) the customer successfully appeals the shut off notice; or (3) the customer enters into an extension agreement with the City. Services will not be shut off on a day, or a day immediately preceding a day, when City personnel are not available to restore services.

8. No Winter Shut Offs

The City will not shut off utility service for residential properties between November 1 and April 15 of each year. The City may shut off service to non-residential properties any time of the year.

9. Restoration of Services

Once service has been shut-off for nonpayment, the City will not restore services until the delinquent balance on the account has been paid in full (including any applicable late fees, shut off fees, restoration fees, and required deposit amounts). The City also will not restore services if the customer on the account is deceased. The City will make reasonable efforts to restore services on the day when restoration is requested. Except for reasons beyond the City's control, services will be restored not later than the first working day after receiving the restoration request.

10. Restoration Fee

A fee will be assessed for restoring services after a shut off for nonpayment. The applicable amounts are set forth in appendix 3 of the utility policy. Overtime rates will apply when the restoration request is made after normal business hours, as set forth in the utility policy, if the City is able to accommodate the request.

11. Related Provisions in the Utility Policy

Disconnecting Service (pg. 5)

Reconnecting Service (pg. 6)

Penalty Charge for Late Payment (pg. 17, 18, 20, 22)

Meter Tampering Resolution 2010-49



City of South Haven

Agenda Item # 13

MMEA Mutual Aid Agreement

Background Information:

Since 2009, the City of South Haven has participated in Southern Rebel Mutual Aid Meetings. This is a loosely organized group consisting of Chelsea, Clinton, Coldwater, Dowagiac, Hillsdale, Marshall, Niles, Paw Paw, South Haven, Sturgis, and Union City. By working agreement, the Electric Departments of the above-named members, have agreed to furnish mutual aid in the form of equipment, labor and materials to other member cities in times of emergencies and disasters.

In 2013, this group discussed the need to have standardized requirements, obligations, and conditions for the furnishing of emergency assistance to one another; and sought the assistance of the Michigan Municipal Electric Association (MMEA). MMEA has crafted this standardized written agreement and has agreed to act as a coordinating agent to help promote the purposes of this agreement. MMEA Participating Members consist of Bay City, Chelsea, Clinton, Coldwater, Croswell, Dowagiac, Eaton Rapids, Escanaba, Gladstone, Grand Haven, Harbor Springs, Hillsdale, Holland, L'Anse, Lansing, Lowell, Marquette, Marshall, Negaunee, Niles, Norway, Paw Paw, Petoskey, Portland, St. Louis, Sebawaing, South Haven, Stephenson, Sturgis, Traverse City, Union City, Wyandotte, and Zeeland.

The proposed agreement specifies standardization and requirements of contact information procedures; insurance and liability requirements; requesting assistance; response; training; equipment; invoicing and payment for services; lodging, meals, and transportation; damage to equipment; and the role of MMEA.

This agreement shall extend for a period of 30 years, unless sooner terminated by mutual agreement; and a participating member may withdraw from this agreement at any time as authorized by resolution of its governing body.

City staff feels it is advisable and in the best interests of the City of South Haven to have standardized requirements, obligations and conditions under which emergency assistance will be furnished or requested, and recommends approval.

Recommendation:

Approve a recommendation to City Council to enter into the Michigan Municipal Electric Association ("MMEA") Mutual Aid Agreement.

Support Material:

MMEA Mutual Aid Agreement

RESPECTFULLY SUBMITTED,

Roger Huff, P.E.
Public Works Director

MMEA MUTUAL AID AGREEMENT

(Revised 04/30/01)

This agreement is made this ____ day of _____ 2014, by and between the City of South Haven, and other members of the Michigan Municipal Electric Association (MMEA) which have or may hereafter execute this Agreement.

WHEREAS, from time to time it becomes necessary for members of MMEA to request emergency assistance from other MMEA members in connection with the operation of their respective electric utilities; and

WHEREAS, it is advisable and in the best interest of the parties to this Agreement to have standardized requirements, obligations, and conditions for the furnishing of emergency assistance to one another;

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits to be derived by each of the parties to this Agreement, it is agreed as follows:

1. DEFINITIONS.

- a. Participating Member means any MMEA member which has executed this Agreement as authorized to do so by resolution of its governing body.
- b. Aided Party means a Participating Member that requests emergency assistance from another Participating Member.
- c. Aiding Party means a Participating Member that has been requested by another Participating Member to provide emergency assistance.

- d. MMEA Mutual Aid Group means all of the Participating Members considered together.

2. PURPOSE.

The purpose of this Agreement is to set forth the requirements, obligations and conditions for the furnishing of emergency assistance by the Participating Members to one another and by any MMEA Member which hereafter becomes a Participating Member by executing this Agreement.

3. OBLIGATIONS OF PARTICIPATING MEMBERS.

All Participating Members shall have the following obligations:

- a. Upon execution of this Agreement, each Participating Member shall provide the following information to MMEA for distribution by MMEA to other Participating Members:

1. The names, addresses, telephone numbers, telefax numbers, and titles of the persons authorized on behalf of a Participating Member to request emergency assistance from another Participating Member. These persons shall be listed in the specific descending order in which they are authorized by the Participating Member to request emergency assistance if the person at the top of the list is not timely available under the applicable circumstances.
2. The names, addresses, telephone numbers, telefax numbers, and titles of the persons to be contacted by a Participating Member when making a request for emergency assistance. The persons listed as contact persons shall be authorized on behalf of a Participating Member to approve requests made for

(Revised 04/30/01)

emergency assistance by another Participating Member. The contact persons shall be listed in the specific descending order in which they are to be contacted if the person at the top of the list is not timely available under the applicable circumstances.

3. The equipment (including normally stocked materials and supplies) and supporting personnel that each Participating Member expects to be available if requested to provide emergency assistance to another Participating Member.
 - b. Participating Members shall also provide any other information to MMEA as requested from time to time by MMEA as is reasonably necessary to effectuate the purposes of this Agreement. Participating Members shall take all reasonable steps necessary to ensure that information provided to MMEA as requested by MMEA or as otherwise required by this Agreement is accurate, and shall promptly notify MMEA if any information previously provided becomes incorrect or obsolete.
 - c. Each Participating Member shall, to the best of its ability under all of the circumstances, maintain in good working order the equipment it intends to make available to provide emergency service and shall maintain an adequate stock of materials and supplies for that equipment.
 - d. Each Participating Member shall maintain insurance adequate to cover any loss, damage, liability or claim resulting from any work or activities performed while furnishing emergency assistance to another Participating Member under this Agreement, including insurance coverage for equipment and personnel used during emergency assistance provided outside the territorial limits of the Participating Member furnishing the assistance.

MUTUAL.AID

4. OBLIGATIONS OF AIDING PARTIES.

Aiding Parties shall:

- a. Respond in a positive manner when emergency assistance is requested by another Participating Member (or by MMEA on behalf of the Participating Member) by providing personnel, equipment and supplies, as needed. However, an Aiding Party shall be the sole and exclusive judge of its ability and capacity to furnish assistance and shall not under any circumstances be required to imperil or put into jeopardy its own electric system.
- b. Provide personnel adequately trained to provide the assistance requested by another Participating Member.
- c. Provide equipment in good working order and stocked in accordance with good utility practices.
- d. Bill an Aided Party for service rendered while furnishing requested emergency assistance as provided by paragraph 6 of this Agreement.

5. OBLIGATIONS OF AIDED PARTIES.

Aided Parties shall:

- a. Promptly follow up any oral request for emergency assistance with a confirming written

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(Revised 04/30/01)

request.

- b. When making a request for emergency assistance, state the nature of the work to be performed in sufficient detail so that the proper personnel and equipment may be supplied by the Aiding Party.
- c. Furnish adequate supervision and communications for outside personnel used in responding to an emergency so that the work may be performed safely. Aided parties shall be fully responsible for the means and methods of rendering emergency assistance by the Aiding Party.
- d. Furnish system maps and diagrams, if necessary for the Aiding Party to provide the emergency assistance requested.
- e. Arrange housing and provide for meals, fuel or other items that would be out of pocket expenses for personnel furnished by an Aiding Party, as necessary.
- f. Promptly pay an Aiding Party for services rendered upon receipt of an invoice as provided by paragraph 6 of this Agreement.

6. BILLING AND PAYING FOR SERVICES RENDERED.

Aiding Parties shall bill Aided Parties and Aided Parties shall pay bills for services rendered while furnishing emergency assistance under this Agreement as provided by this paragraph.

- a. An Aiding Party shall bill an Aided Party for services rendered while furnishing

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(Revised 04/30/01)

emergency assistance, as follows:

1. All labor furnished by the Aiding Party shall be billed at the established direct wage or salary rate of the Aiding Party (including overtime rate, but not overhead), multiplied by 1.5 to cover overhead costs. Labor hours shall include all working hours and necessary travel time hours, but shall not include periods of rest or off-duty periods.
2. Materials and supplies furnished by the Aiding Party, including fuel for equipment, shall be billed at replacement cost plus 10%.
3. Equipment furnished by the Aiding Party shall be billed at the standard hourly or daily rate of the Aiding Party. If the Aiding Party does not have an equipment charge, a reasonable rate may be used. The time elapsed shall be computed from the time the equipment leaves the Aiding Party's yard, place of storage, or place of duty, until the time the equipment has been returned to its usual place of storage or duty, except for periods during which the equipment is not in use.
4. Lodging, meals and transportation expenses paid for by the Aiding Party, if any, shall be billed at cost.
5. The Aiding Party may bill the Aided Party at cost for any loss or damage to equipment not covered by insurance and suffered while providing emergency assistance to the Aided Party, excluding damage incurred in a motor vehicle accident.
6. The Aiding Party shall provide receipts or other applicable data or

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documentation to substantiate the billing as rendered, if requested by the Aided Party.

- b. An Aided Party shall promptly pay an Aiding Party for services rendered while furnishing emergency assistance after a bill is rendered and an invoice is received by the Aided Party.

7. ROLE OF MMEA.

Although MMEA is not itself a party to this Agreement, it has resolved to undertake various responsibilities on behalf of the MMEA Mutual Aid Group to help effectuate the purpose of this Agreement, including, without limitation, the following:

- a. MMEA shall maintain an up-to-date a list of Participating Members and other information provided to MMEA by Participating Members as required by this Agreement. MMEA shall provide each Participating Member with an up-dated copy of the list within [two (2) weeks] of any substantive change made to the list.
- b. MMEA shall coordinate meetings of the MMEA Mutual Aid Group, as required.
- c. Requests for aid by a Participating Member may be made to MMEA who shall then contact other Participating Members on behalf of the Participating Member in need of assistance.

It is agreed that MMEA merely acts as a coordinating agent to help effectuate the purposes of this Agreement and shall not be deemed liable for any claims that may arise under this Agreement between members of the MMEA Mutual Aid Group.

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8. GENERAL PROVISIONS.

- a. If a request for emergency assistance is:
- (1) made by a person designated by a Participating Member under paragraph 3(a)(1) of this Agreement as being authorized to request emergency assistance from another Participating Member
 - (2) to a person designated by a Participating Member under paragraph 3(a)(2) of this Agreement as being authorized to approve requests made for emergency assistance by another Participating Member,
 - (3) whether the request is routed through MMEA or communicated directly between Participating Members, then the request for assistance shall be deemed to have been properly made and approved for purposes of this Agreement by the Participating Members involved.
- b. Personnel furnished by an Aiding Party in response to a request for emergency assistance under this Agreement shall be deemed to remain employees of the Aiding Party and shall remain on the Aiding Party's payroll. Further, all of the privileges and immunities from liability, and exemptions, from laws, ordinances and rules, and all pensions, relief, disability, workmen's compensation and other benefits which may apply to the activities of the Aiding Party or the employees of the Aiding Party when performing their functions within the territorial limits of the Aiding Party shall apply to the same degree and extent to the performance of those functions extraterritorially.

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- c. The furnishing of emergency assistance as provided by this Agreement shall not be held or construed to confer a right of action for damages upon any property, or any person, firm or corporation. To the fullest extent permitted by law or agreement, an Aided party shall save, indemnify, defend, and hold harmless an Aiding Party, its officers, directors, and employees, jointly and severally, from any claim, action, damage, of liability, including incidental and consequential damages, resulting in damages to property or injury to persons (including death) arising out of or connected with the Aiding Party's activities in furnishing emergency assistance to the Aided Party as provided by this Agreement. This covenant of indemnification shall include all costs, including but not limited to expert witness fees, reasonable attorneys fees, and other expenses of litigation incurred by the Aiding Party in defense of such claims, action, liability, or damage. This covenant of indemnification shall not apply or relate to any claim, action, or liability solely caused by the Aiding Party.
- d. This Agreement shall inure to the benefit of and be binding upon Participating Members only and shall not confer any rights upon any other person.

9. EFFECTIVE DATE; METHOD OF EXECUTION; NEW PARTICIPATING MEMBERS.

The effective date of this Agreement shall be the date first stated above. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any member of MMEA may become a Participating Member after the effective date of this Agreement by execution of this Agreement as authorized by resolution of its governing body.

10. TERM OF AGREEMENT.

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This Agreement shall extend for a period of 30 years, unless sooner terminated by the mutual written agreement of all then existing Participating Members as authorized by resolution of their respective governing bodies.

11. WITHDRAWAL OF PARTICIPATING MEMBERS.

A Participating Member may withdraw from this Agreement at any time as authorized by resolution of its governing body. The withdrawal shall be effective upon receipt by MMEA of written notice of the withdrawal. A Participating Member that withdraws from this Agreement shall remain liable to pay any bills for services which were rendered under this Agreement by another Participating Member prior to the withdrawal.

12. AMENDMENTS.

This Agreement may be amended at any time by the mutual written agreement of all Participating Members, and the Agreement, as amended, shall thereafter be binding upon all Participating Members.

13. PRIORITY.

As between participating members who are parties to any other mutual aid agreement, this agreement shall take priority over and supersede any other such agreement.

14. REVOCAION OF PRIOR AGREEMENTS.

This agreement shall revoke any prior MMEA Mutual Aid Agreement which may be, or is, in

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effect between or among participating members.

IN WITNESS WHEREOF, this Agreement has been executed on the date designated by the following MMEA member as authorized by resolution of its governing body.

Dated: _____

City of South Haven

By: _____

Mayor

City Clerk

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