

The Croswell City Council met in Regular Session October 19, 2009, at the William Aitkin Memorial Library, 111 N. Howard Ave., Croswell, MI. Mayor Macklem called the meeting to order at 7:30 P.M.

Present: G. Macklem, M. Willis, M. O'Vell, M. McMillan, J. Geiger

Administration: City Administrator Dave Tait, City Clerk Suzanne Dobson

Guests: John Hinojosa, Kevin Martin, Jim Rutkowski, Larry Krawczyk, Jeffersonian Reporter Margaret Whitmer,

I. **PLEDGE OF ALLEGIANCE:**

- II. **APPROVAL OF MINUTES** from the Regular Council Meeting of October 5, 2009  
Willis moved to approve the minutes of October 5, 2009 as presented, second by McMillan. Motion Carried.

III. **PUBLIC COMMENTS:**

John Hinojosa questioned the opportunity for bidding on the Harrington Rd. encroachment; he was not contacted and did not see the bid notice in the paper.

IV. **APPROVAL OF AGENDA:**

Add under New Business item d. Community Center.

McMillan moved to approve the agenda as amended, second by O'Vell. Motion Carried.

V. **BERTHIAUME & CO. – 2008/2009 AUDIT:**

Ken Berthiaume from the auditing firm of Berthiaume & Co. presented the 2008/2009 City of Croswell audit.

Willis moved to accept the 2008/2009 City of Croswell fiscal year audit, second by McMillan.

Roll Call Vote: Willis, yes; McMillan, yes; O'Vell, yes; Geiger, yes; Macklem, yes. 5 yeas, 0 nays. Motion Carried.

VI. **CORRESPONDENCE:**

None

VII. **ADMINISTRATOR'S REPORT:**

- Water shut-offs in sidewalk
- On October 30<sup>th</sup> there will be a Halloween walk at 1:30 p.m.
- They are tearing down a grain elevator at Growers Service
- Harrington Rd. bridge repairs should be finished Wednesday or Thursday
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VIII. **COUNCIL MEMBER REPORT:**

- A. Macklem: 1. Hinojosa Construction; 2. Little League sign
- B. Willis: City Charter review

- C. O=Vell: No report
- D. McMillan: No report
- E. Geiger: 1. Who to call when a street light is out? Ans: Light & Power has an answering machine and also an on call number on the machine; 2. Keep a list of local contractors for bids; 3. Energy Conference at Cobo Hall.

**IX. UNFINISHED BUSINESS:**

- a. Sanilac Economic Alliance – Contribution: Jim Rutkowski was present from the Sanilac Economic Alliance. This contribution is for the 2009 year, the Alliance did the SWOT analysis for the municipalities. For the next year a meeting will be held for the municipalities to tell the SEA what they want us to help with and a report card will be done for the performance.

McMillan moved to approve the \$3700.00 2009 contribution to the Sanilac Economic Alliance, second by Geiger. 5 yeas, 0 nays. Motion Carried.

**X. NEW BUSINESS:**

- a. Certificate of Disposal: A company called I Shred will be at City Hall on October 28<sup>th</sup> to do the official shredding.

McMillan moved to approve the shredding of the Certificates of Disposal that were presented, second by Geiger. Motion Carried.

- b. Shut off Rules: McMillan moved to approve the General Shut off Rules as adopted and amended by the Michigan Public Service Commission, second by Willis.

Roll Call Vote: McMillan, yes; Willis, yes; O’Vell, yes; Geiger, yes; Macklem, yes. 5 yeas, 0 nays. Motion Carried.

**CITY OF CROSWELL GENERAL SHUTOFF RULES**

1. The Croswell Light & Power Department shall not use an electric service limiter. This Rule may be reevaluated after the Michigan Public Service Commission issues a temporary order that establishes uniform standards for the use of electric service limiters.
2. The Croswell Light & Power Department shall refund any late fees, fines, or payments related to a shutoff or resumption of service if those late fees, fines, or payments were improperly assessed because of the failure to provide notice as required by these Rules.
3. Notwithstanding other requirements of this Rule, service may be shut off temporarily for reasons of health or safety or in a state or national emergency. When service is shut off for reasons of health or safety, a reasonable attempt shall be made to leave a notice at the premises if feasible.
4. The Croswell Light & Power Department may shut off or terminate service to a residential customer for any of the following reasons:

- A. The customer has not paid a delinquent account that accrued within the last six (6) years.
  - B. The customer has failed to provide a deposit or guarantee as required.
  - C. The customer has engaged in unauthorized use of the utility's service.
  - D. The customer has failed to comply with the terms and conditions of a payment plan.
  - E. The customer has refused to arrange access at reasonable times for the purpose of inspection, meter reading, maintenance, or replacement of equipment that is installed upon the premises or for the removal of a meter.
  - F. The customer misrepresented his or her identity for the purpose of obtaining service or put service in another person's name without permission of the other person.
  - G. The customer has violated any rules of the Croswell Light & Power Department so as to adversely affect the safety of the customer or other persons or the integrity of the system.
  - H. A person living in the customer's residence meets both of the following:
    - (i) Has a delinquent account for service with the Croswell Light & Power Department within the past three (3) years that remains unpaid.
    - (ii) The customer lived in the person's residence when all or part of the debt was incurred. The Croswell Light & Power Department may transfer a prorated amount of the debt to the customer's account, based upon the length of time that the customer resided at the person's residence. This subdivision does not apply if the customer was a minor while living in the person's residence.
  - I. The customer has not paid for service at a premises occupied by another person, and it is not feasible to provide service to the occupant as a customer without a major revision, as determined by the utility, of existing distribution facilities.
5. Subject to applicable third-party consent, a customer will be permitted to designate a third party to receive bill notifications, including shutoff notices, on the customer's behalf. Such notices may be provided to both the designated third party and the customer upon payment of applicable fees.
6. A. The Croswell Light & Power Department shall supply the following information to all customers at least twice a year:
- (i) The energy assistance telephone number of the Michigan Department of Human Services and an operable 2-1-1 system telephone number.

- (ii) Medical emergency and critical care protections provided in these Rules.
    - (iii) Military shutoff protections pursuant to MCL 460.9c.
    - (iv) Low income protections provided in these Rules.
    - (v) Senior citizen protections provided in these Rules.
  - B. The information required under Subsection (A) may be supplied in or on a customer's bill, in a bill insert, in a newsletter issued to customers, a public forum, newspaper announcement, an electronic communication or in any other manner approved by the governing body of the utility.
7. The Croswell Light & Power Department shall, at least once per year, attempt to identify senior citizen customers by at least one (1) of the following methods:
- A. Conducting customer interviews.
  - B. Obtaining information from a consumer reporting agency or consumer reporting service.
  - C. A personal or automated telephone call where direct contact is made with a member of the customer's household or a message is recorded on an answering machine or voice mail.
  - D. First class mail.
  - E. A personal visit to the customer.
  - F. A written notice left at or on the customer's door.
  - G. On a bill or in a bill inserts.
8. Service shall not be shut off unless a notice is sent to the customer by first class mail or is personally served not less than ten (10) calendar days before the date of the proposed shutoff. Service of notice by mail is complete upon mailing. A record of the date the notice was sent shall be maintained.
9. A notice of shutoff shall contain all of the following information:
- A. The name and address of the customer and the address at which service is provided, if different.
  - B. A clear and concise statement of the reason for the proposed shutoff of service.

- C. The date on or after which service may be shut off unless the customer takes appropriate action.
  - D. The telephone number and address where the customer may make inquiry or file a complaint.
10. For an involuntary shut off, at least one (1) attempt, in addition to the notice provided in Section 8, shall be made one (1) or more days before the shutoff of the service to contact the customer by one (1) or more of the following methods:
- A. A personal or automated telephone call where direct contact is made with a member of the customer's household or a message is recorded on an answering machine or voice mail.
  - B. First class mail.
  - C. A personal visit to the customer.
  - D. A written notice left at or on the customer's door.
11. All attempts to contact the customer under Section 10 shall be documented.
12. Service may be shut off to a customer on the date specified in the notice of the shutoff or within ten (10) calendar days following that date. If service is not shut off and a subsequent notice is sent, then service shall not be shut off before the date specified in the subsequent notice. Shut off shall occur only between the hours of 8 a.m. and 2 p.m.
13. Service shall not be shut off on a day, or a day immediately preceding a day, when services cannot be restored.
14. Not later than two (2) hours before the close of the utility's business on the day service is shut off, a notice shall be left at the customer's residence stating that service has been shut off and providing the address and telephone number where the customer may arrange to have service restored. Alternatively, a contact by telephone may be made with an adult who identifies himself or herself as a person living at the residence providing the same information within the same time frame.
15. No later than one (1) business day after shutting off service to an eligible senior citizen customer, the Croswell Light & Power Department shall make at least two attempts to contact that customer to advise the customer of the actions that the customer must take to have his or her service restored.

- A. The following notification methods may be used to contact the customer:
    - (i) A personal telephone call where direct contact is made with a member of the customer's household or a message is recorded on an answering machine or voice mail.
    - (ii) A personal visit to the customer.
    - (iii) A written notice left at or on the customer's door.
    - (iv) Any other method approved by the governing body of the utility.
  - B. A communication described in Subsection (A)(iii) or (iv) made on the day of disconnection meets the requirements of this Rule.
  - C. A message left on an answering machine or voice mail or a written notice left at or on a customer's door must include a toll free or local telephone number indicating that it may be used to contact a representative of the Croswell Light & Power Department regarding restoration of service.
  - D. The notice requirement of this section may be met with regard to a senior citizen customer by, within three (3) business days of shutting off service, making a documented referral of that customer to a social service or government agency.
16. Reasonable efforts shall be made to restore service on the day the customer requests restoration. Except for reasons beyond the control of the Croswell Light & Power Department, the service shall be restored not later than the first working day after the customer's request.
17. A charge will be assessed for restoring service.

#### **COOLING SEASON SHUTOFFS**

18. Each morning, the temperature forecast in the local newspaper, or other index, will be reviewed. If the temperature forecast for the current day OR the following day is 95 degrees or greater, eligible senior citizen customers will not be disconnected on the current day.

#### **HEATING SEASON SHUTOFFS**

19. The Croswell Light & Power Department shall not shut off service to a customer during the heating season for nonpayment of a delinquent account if the customer is an eligible senior citizen customer or if an eligible low income customer enters into a winter protection payment plan to pay to the utility a monthly amount equal to 7% of the estimated annual bill for the eligible low income customer or the eligible low income customer and the utility mutually agree upon a winter protection payment plan with different terms and the

eligible low income customer demonstrates, within 14 days of requesting shutoff protection, that he or she has applied for state or federal heating assistance. If an arrearage exists at the time an eligible low income customer applies for protection from shut off of service during the heating season, the customer should be permitted to pay the arrearage in equal monthly installments between the date of application and the start of the subsequent heating season.

20. If an Eligible Low Income Customer fails to comply with the terms and conditions of a Winter Protection Payment Plan, or if the customer fails to pay a monthly installment on a preexisting arrearage, service may be shut off after giving the customer a notice, by personal service, or first class mail, that contains all of the following information:
  - A. That the customer has defaulted on a Winter Protection Payment Plan or has failed to pay a monthly installment on a preexisting arrearage.
  - B. The nature of the default.
  - C. That unless the customer makes the payments that are past due within ten (10) calendar days of the date of mailing, service will be shut off.
  - D. The date on or after which service will be shut off, unless the customer takes appropriate action.
  - E. That the customer may dispute the claim in writing before the date of the proposed shutoff of service.
  - F. That the Croswell Light & Power Department will not shut off service pending the resolution of a dispute.
  - G. The telephone number and address where the customer may make inquiry or file a complaint.
  - H. That the customer should contact a social services agency immediately if the customer believes he or she might be eligible for emergency economic assistance.
  - I. That the shut off will be postponed if a medical emergency exists at the customer's residence.
  - J. That a deposit and restoration charge may be required if the utility shuts off service for nonpayment of a delinquent account.

#### **SHUTOFF OF CRITICAL CARE CUSTOMERS OR MEDICAL EMERGENCY**

21. Shutoff shall be postponed for not more than 21 days if the customer or a member of the customer's household is a critical care customer or has a certified medical emergency. The customer's certification shall identify any medical or life-supporting equipment being used

and the specific time period during which the shutoff of service will aggravate the medical emergency. Shut off may be extended for further periods of not more than 21 days, not to exceed a total postponement of shutoff of service of 63 days, only if the customer provides additional certification that the customer or a member of the customer's household remains a critical care customer or has a certified medical emergency. If shutoff of service has occurred without any postponement being obtained, the service shall be restored for not more than 21 days, and shall continue for further periods of not more than 21 days, not to exceed a total of 63 days in any 12-month period per household member. Annually, shutoff extensions totaling more than 126 days per household will not be given.

22. As used in these Rules:

- A. "Critical Care Customer" means a customer who requires, or has a household member who requires, home medical equipment or a life support system, and who has provided appropriate documentation from a physician or medical facility to the Croswell Light & Power Department identifying the medical equipment or life-support system and certifying that an interruption of service would be immediately life threatening.
- B. "Electric Service Limiter" means an electric meter or device used in conjunction with an electric meter that automatically interrupts all electric service to a customer without intervening direction from the Croswell Light & Power Department when a utility-imposed peak usage limit is exceeded.
- C. "Eligible Low Income Customer" means a customer whose household income does not exceed 150% of the poverty level, as published by the United States Department of Health and Human Services, or who receives any of the following:
  - (i) Assistance from a state emergency relief program.
  - (ii) Food stamps.
  - (iii) Medicaid.
- D. "Eligible Senior Citizen Customer" means a customer who is 65 years of age or older and who advises the Croswell Light & Power Department of his or her eligibility.
- E. "Heating Season" means November 1 through March 31.
- F. "Medical Emergency" means the existence of a medical condition of the customer or a member of the customer's household, certified by a physician or public health official on official stationery, which will be aggravated by the lack of utility service.

- G. "Senior Citizen Customer" means a customer of the Croswell Light & Power Department who is 65 years of age or older.
23. These Rules shall be part of the terms and conditions of the contract for service between the Croswell Light & Power Department and the customer.
24. These rules apply only to residential customers.

Effective: November 1, 2009

c. Liability & Property Insurance bids:

Received 3 bids.

Michigan Municipal League, Southfield, MI - \$75,387

Michigan Community Underwriters, Shelby Twp., MI - \$49,529

Nickel & Saph, Inc., Mt. Clemens, MI - \$87,925

Recommendation from the City Administrator to approve the low bid of \$49,529.00 from Michigan Community Underwriters.

O'Vell moved to accept the bids and to award the Liability & Property Insurance to Michigan Community Underwriters for the amount of \$49,529.00, second by McMillan. Motion Carried.

d. Community Center:

Discussion of tables, chairs, carpet and kitchen repairs.

O'Vell moved to approve to purchase 10 round tables not to exceed the cost of \$1,450.00, second by McMillan. Motion Carried.

XI. **PUBLIC COMMENTS**

Larry Krawczyk announced that he has filed a Declaration of Intent for a write-in position for the November 3, 2009 City Election.

XII. **APPROVAL OF ACCOUNTS PAYABLE:**

O'Vell moved to approve the Accounts Payable for the amount of \$434,601.98 and the bills are paid, second by McMillan. Motion Carried.

XIII. **CLOSED SESSION – UNION NEGOTIATIONS:**

O'Vell moved to go into Closes Session at 8:48 p.m. for discussion of Union Negotiations, second by McMillan.

Roll Call Vote: O'Vell, yes; McMillan, yes; Geiger, yes; Willis, yes; Macklem, yes. 5 yeas, 0 nays. Motion Carried.

O'Vell moved to adjourn from Closed Session at 9:03 p.m., second by McMillan. Motion Carried.

XIV. **ADJOURNMENT:**

With no further business Mayor Macklem adjourned the meeting.

Meeting adjourned at 9:04 p.m.

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Suzanne Dobson, CMC  
Croswell City Clerk

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Gary Macklem, Mayor