



East Grand Forks Water & Light Department

Life Connected Since 1909

Water & Light Commission Meeting Agenda September 15, 2021 8:00 a.m., City Hall Council Chambers

1. Call meeting to order
2. Approve minutes from previous meeting -September 1, 2021
3. Bills and payroll
4. Comments from the public
5. Reports
 - a. Widseth Smith Nolting
 - i. Todd
 - ii. Steve or Dustin
 - b. City Attorney
6. Old Business
7. 2021-2022 MN Energy Assistance Program agreement
Tri-Valley ROFW Donation
8. Request for electric - Blue Moose Oktoberfest September 18th, 2021
9. Department Heads
10. Commissioner's reports
11. Adjourn to October 6, 2021 at 8:00 a.m.

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota on September 1, 2021 at 8:00 a.m held in the City Council Chambers at City Hall.

Present: Grinde, Beauchamp, Quirk, DeMers

Absent: None

Also present: Keith Mykleseth, Brian Johnson, Jeff Olson, Todd Forster, Brianna Feil, and Kevin Hatcher.

It was moved by Commissioner Beauchamp seconded by Commissioner Quirk that the minutes of the previous regular meeting of August 18, 2021, be approved as read.

Voting Aye: Grinde, Beauchamp, Quirk, DeMers

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Beauchamp to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$295,817.66.

Voting Aye: Grinde, Beauchamp, Quirk, DeMers

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Beauchamp to approve the 2021-2022 Heatshare Program Agreement with the Salvation Army and a donation of \$2000 for the Heatshare Program.

Voting Aye: Grinde, Beauchamp, Quirk, DeMers

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Beauchamp to approve the 2022 Operations and Maintenance Budget and the 5 year Capital Plan.

Voting Aye: Grinde, Beauchamp, Quirk, DeMers

Voting Nay: None

It was moved by Commissioner Beauchamp seconded by Commissioner Quirk to adjourn at 8:40 a.m. to the next regular meeting on September 15, 2021 at 8:00 am to be held in the City Council Chambers at City Hall.

Voting Aye: Grinde, Beauchamp, Quirk, DeMers

Voting Nay: None

Lori Maloney
Commission Secretary

Accounts Payable

Check Register Totals Only

User: bfeil
 Printed: 9/10/2021 - 3:44 PM



City of East Grand Forks

P. O. Box 373
 East Grand Forks, MN 56721
 (218) 773-2483

Check	Date	Vendor No	Vendor Name	Amount	Voucher
517033	09/15/2021	ACM502	Acme Electric Companies	38.15	0
517034	09/15/2021	AES500	Advanced Engineering and Environme	2,571.75	0
517035	09/15/2021	AQU501	Aqua-Pure Inc	8,691.47	0
517036	09/15/2021	BAT501	Batteries + Bulbs	192.92	0
517037	09/15/2021	BOR501	Border States Electric Supply	1,215.74	0
517038	09/15/2021	BUS501	Business Essentials	672.68	0
517039	09/15/2021	COM500	Commissioner of Revenue	56,007.00	0
517040	09/15/2021	COP500	Copy Cat Printing	165.00	0
517041	09/15/2021	COR503	Core & Main	258.20	0
517042	09/15/2021	CUS501	Custom Aire Inc	204.00	0
517043	09/15/2021	DCR501	Donald Coulter	175.00	0
517044	09/15/2021	DDA501	DDA Human Resources, Inc.	150.00	0
517045	09/15/2021	DIA501	Diamond Cleaning Supply	214.52	0
517046	09/15/2021	EGF501	EGF City	509,107.88	0
517047	09/15/2021	ELE501	Electric Pump	4,857.92	0
517048	09/15/2021	EXP501	Exponent	204.50	0
517049	09/15/2021	FIS501	Fisher Scientific Co LLC	1,311.12	0
517050	09/15/2021	FOR505	Forum Communications Company	725.00	0
517051	09/15/2021	FOR506	Forx Builders Association	425.00	0
517052	09/15/2021	FUS500	Fusion Automation Inc.	8,679.29	0
517053	09/15/2021	GAL501	Galstad Jensen & McCann PA	668.25	0
517054	09/15/2021	GOP501	Gopher State One-Call	186.30	0
517055	09/15/2021	HAL500	Halstad Telephone Company	1,538.40	0
517056	09/15/2021	HAR501	Local Ace	41.80	0
517057	09/15/2021	HAW501	Hawkins Inc	4,910.29	0
517058	09/15/2021	HEA501	HeatShare	2,000.00	0
517059	09/15/2021	HUG501	Hugo's #5	66.89	0
517060	09/15/2021	J&W501	J & W Instruments Inc	592.83	0
517061	09/15/2021	LEI501	Leighton Broadcasting	199.00	0
517062	09/15/2021	MMP501	MMPA c/o Avant Energy	529,043.63	0
517063	09/15/2021	NOR501	North-Holt Electric Inc	9,798.25	0
517064	09/15/2021	NOR502	Northern Plumbing Supply	23.16	0
517065	09/15/2021	NOR507	Northdale Oil	71.76	0
517066	09/15/2021	NWM500	NW MN Multi County HRA	111.00	0
517067	09/15/2021	POW501	Power Equipment Shop	53.70	0
517068	09/15/2021	POW502	Powerplan OIB	195.98	0
517069	09/15/2021	RMB500	RMB Environmental Laboratories, Inc	95.00	0
517070	09/15/2021	SUN500	Sun Dot Communications, LLC	89.99	0
517071	09/15/2021	TAG500	Taggart Contracting Inc.	108,294.01	0
517072	09/15/2021	UB*01235	Amina Jama Warsame	69.25	0
517073	09/15/2021	UB*01236	Bryan & Bridget Wagner	75.49	0
517074	09/15/2021	UB*01237	Alex Orvik	139.06	0
517075	09/15/2021	UB*01238	Nick Lindgren	79.48	0
517076	09/15/2021	UB*01239	Hasen Sugal	16.67	0
517077	09/15/2021	UB*01240	Moriah Schneider	40.99	0
517078	09/15/2021	VER500	Verizon Wireless	313.92	0
517079	09/15/2021	WIN500	Milbank Winwater Works	5,165.16	0
517080	09/15/2021	XCE501	Xcel Energy	27.58	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
-------	------	-----------	-------------	--------	---------

Check Total:

1,259,774.98

Request for W&L Commission Action

Date: 9/15/2021
To: East Grand Forks Water & Light Commissioners
From: Brianna Feil
RE: MN Energy Assistance Program Agreement 2021-2022
Tri-Valley ROFW Donation

Background:

EGF Water & Light works closely with Tri-Valley for the Minnesota Energy Assistance Program and we sign an agreement annually to continue this working relationship.

Tri-Valley has a Reach Out For Warmth (ROFW) Program separate from energy assistance that is funded by donations from local businesses, churches, energy vendors, etc. and helps households that have depleted other resources.

From 2009-2018 Water & Light has contributed \$1,000 each year to the Tri-Valley Reach Out For Warmth Program. To help us reach our low-income energy goals, I would like to increase the donation to \$2,000 this year.

This will come out of our Electric Energy & Load Management budget.

Recommendation:

Approve and have staff electronically sign the Minnesota Energy Assistance Program agreement between vendor and service provider.

Approve the \$2,000 contribution to the Reach Out For Warmth Program.

Minnesota Energy Assistance Program

Agreement Between Vendor and Service Provider

East Grand Forks, City of., East Grand Forks 56721 and successor home energy providers/water providers, hereafter referred to as “the vendor”, hereby agrees to cooperate with (local EAP Service Provider) hereafter referred to as “the Service Provider”, and the Minnesota Department of Commerce (COMM), Energy Assistance Programs, hereafter referred to as “the State” to deliver the Minnesota Energy Assistance Program and/or the Low-Income Household Water Program Assistance (LIHWAP) for Federal Fiscal Year 2022 (FFY 2022), October 1, 2021 through September 30, 2022.

I. The vendor and the Service Provider will:

1. Follow Energy Assistance Program (EAP) and LIHWAP policies and procedures in the EAP Policy Manual (in particular Chapter 16 for energy and Chapter 18 for water).
2. Maintain accurate client and consumption information.
3. Comply with the MN Government Data Practices Act (MGDPA), MN Stat. Ch. 13, as it applies to all data provided by the vendor,
the State, or its contractors under this agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the vendor or the Service Provider, in performing the duties under this agreement. To administer this program,
the vendor and the service provider utilize a secure database with private information on individuals protected under the MGDPA.
The vendor and Service Provider agree to not release any private data, including from the database, to any third party without
written authorization from the subject of the data. By signing the application, applicants consent to the use of their private information
for purposes of this agreement.
4. Use information obtained from vendor, the State, or its contractors for the sole purpose of performing responsibilities and
duties for energy and water programs run by the State. Further, Service Provider and vendor shall implement and maintain
appropriate and reasonable administrative, technical and physical safeguards to protect such information from accidental or
unauthorized access, use, disclosure, and loss or destruction.
5. Negotiate for continuation or reconnection of service to households determined eligible for EAP/LIHWAP benefits.
6. Establish a dispute resolution process to resolve issues arising during the term of this agreement.
7. Collaborate and do everything possible to ensure the customer has continuous access to home heating and water service.
8. Minimize the risks of a customer’s home energy and/or water crisis through the use of the EAP/LIHWAP benefits.
9. Encourage regular payments from the household.
10. Collaborate to reduce home energy and water costs.

11. Work together to ensure EAP/LIHWAP payments are appropriately applied to accounts and used for EAP/LIHWAP services as designated by the Service Provider.

II. The Service Provider will:

1. Determine customer eligibility.
2. Provide new and existing vendors with information about the eHEAT software system.
 - Work to ensure all vendors become eHEAT users.
 - Provide necessary and/or ongoing training to vendors using eHEAT.
3. Make authorization through eHEAT, telephone, fax or electronic communication of payments for:
 - Electricity, heating sources and delivery of fuel.
 - Continuation or reconnection of connected utilities.
 - Fees including: service deposits, pressure tests, line bleeding, tank setting, tank rental, membership, if applicable.
 - Removal from load limiters.
 - Due and past due amounts for electricity and heating fuels.
 - Current and past due amounts for water and sewer services.
4. Maintain customer authorizations for exchange of private data between the Service Provider and the vendor.
5. Enter account number into eHEAT in the format supplied by the vendor.

III. The vendor will:

1. Ensure EAP and LIHWAP eligible households are not treated adversely compared to other households. Oil and propane dealers are required to comply with the Discrimination Prohibition in Minn. Stat. §325E.027. In addition, propane dealers are required to comply with the following: Price and Fee Disclosure, Budget Payment Plan, Propane Purchase Contracts, and Terms of Sale in Minn. Stat.

§§216B.0992 - .0995. This includes making available the cash price or other applicable discount programs to EAP households.

2. Supply account number format to the Service Provider.
3. Upon request, provide a written price list of normal and customary services for home energy and/or water costs including but not limited to:
 - Leak seek and pressure tests
 - Bleeding lines
 - Tank setting
 - Service deposits
 - Reconnection fees
 - Membership fees

- Minimum delivery requirements and costs
- Emergency fuel and after hours delivery costs

4. When possible deliver remaining EAP/LIHWAP benefit before September 30, 2022 .

5. Timely provide at the request of the customer, the Service Provider or the State, information on applicant households' home energy and/or water costs, dwelling consumption data, delivery dates, bill payment history, arrearage history or post-delivery information.

This information will be provided in the format requested.

6. Provide dwelling consumption data within 5 business days of the request in eHEAT.
7. Respond promptly to consumption requests for crisis situations.
8. Register with the State to receive EAP/LIHWAP payments.
9. Use the warrant or EFT date as the EAP/LIHWAP payment date.
10. Apply all EAP/LIHWAP payments to the households account within 5 business days of receipt of payment.
11. Apply EAP payments to the household's energy costs before applying other energy payments.
12. Apply LIHWAP payments to the household's water costs before applying other water payments.
13. Ensure the LIHWAP payment will not generate a credit on the account of more than \$1.00.
14. Accept all customer payments.
15. Use EAP funds to pay for home energy costs, including fuel and other routine and required services as designated by the Service

Provider. Expenses such as service contracts, water, sewer, garbage, cable, internet, telephone, gasoline, machine parts,

engine oil, etc. cannot be paid with EAP funds.

16. Use LIHWAP funds to pay for home water and sewer costs, as designated by the Service Provider. Expenses such as service contracts, garbage, cable, internet, telephone, etc. cannot be paid with LIHWAP funds.
17. Continue service, reconnect or deliver fuel to households as negotiated by the Service Provider on behalf of the household.
18. When addressing household energy and/or water emergencies, when possible, accept eHEAT payment status of "Payable" for payment. When eHEAT is not available, accept early notification authorization by telephone, fax or electronic communication for delivery of fuel, continuation or reconnection of connected utilities (including water service), or service deposits, and removal from load limiters.
19. Accept a household application status in eHEAT of "approved" as income eligibility validation for EAP.
20. Report dangerous heating or fuel delivery situations for EAP households to the Service Provider.
21. Process and refund to the State any refunds requested by the Service Provider within 10 business days.
22. Process and refund to the State all credits attributable to EAP/LIHWAP payments remaining

on a customer's account

within 10 business days after a client ceases to be a customer.

23. Notify the Service Provider or State if there is reason to believe EAP/LIHWAP funds have been misused as described in the EAP Policy Manual.

24. Allow the Service Provider or State access to fiscal records of EAP/LIHWAP transactions for audit purposes for period of three (3) years

after payment.

25. Complete and return the Vendor Monitoring Report and the EAP Leveraging Report, when requested.

26. Use eHEAT when possible to administer EAP/LIHWAP program business, including but not limited to:

- Providing consumption
- Maintaining household account numbers
- Monitoring eligibility and payments
- Recording refunds

27. Implement and maintain eHEAT database security policies by:

- Limiting access to authorized personnel only
- Ensuring each user is assigned a unique user ID
- Ensuring email addresses associated with each user ID are current
- Deactivating users immediately upon termination of their role in the service delivery of EAP/LIHWAP
- Deactivating users who are on a temporary leave of absence, extended vacation, etc.

IV. Either party to this agreement may terminate it at any time, with or without cause, upon thirty days written notice to each other and the State.

V. Signatures:

By checking this box you are agreeing to the Terms and Conditions of the Vendor Agreement.

eheat NextGen Build #df493c3
Build Date: 2021-09-01T19:55:41+0000

Request for Water and Light Commission Action

Date: 9/13/2021
To: Water & Light Commissioners
From: Jeff Olson
RE: Blue Moose temp power

Background:

Blue Moose is holding an Qctober Fest celebration in the parking lot in front of the building and is requesting temp power. Eagle Electric will be setting it up next to one of our street lights.

Recommendation:

It's my recomendation that the Commissioners grant the temp power for the Blue Moose on the September 18th event.