

A REGULAR MEETING

Of The

TRAVERSE CITY LIGHT AND POWER BOARD

Will Be Held On

TUESDAY, May 11, 2010

At

5:15 p.m.

In The

COMMISSION CHAMBERS
(2nd floor, Governmental Center)
400 Boardman Avenue

Traverse City Light and Power will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon notice to Traverse City Light and Power. Individuals with disabilities requiring auxiliary aids or services should contact the Light and Power Department by writing or calling the following.

Jessica Dezelski,
Administrative Assistant
1131 Hastings Street
Traverse City, MI 49686
(231) 932-4543

Traverse City Light and Power
1131 Hastings Street
Traverse City, MI 49686
(231) 922-4940

Posting Date: 05-05-10
4:00 p.m.

PLEDGE OF ALLEGIANCE

1. ROLL CALL

ORGANIZATIONAL MEETING

RECOGNITION OF LINDA JOHNSON

RECOGNITION OF JAMES HOOGESTEGER

2. CONSENT CALENDAR

The purpose of the consent calendar is to expedite business by grouping non-controversial items together to be dealt with by one Board motion without discussion. Any member of the Board, staff or the public may ask that any item on the consent calendar be removed therefrom and placed elsewhere on the agenda for full discussion. Such requests will be automatically respected. If an item is not removed from the consent calendar, the action noted in parentheses on the agenda is approved by a single Board action adopting the consent calendar.

A. Consideration of approving minutes of the Regular Meeting of April 27, 2010.

3. OLD BUSINESS

A. Consideration of approving Wi-Fi System Professional Services Agreement. (Rice)

4. NEW BUSINESS

A. Consideration of approving the "Resolution Adopting A Light & Power MERS Defined Benefit Retirement Program." (Rice)

B. Consideration of approving the MHA Coal Dock Use Contract. (Rice)

5. REPORTS AND COMMUNICATIONS

A. From Legal Counsel:

None as of May 5, 2010

B. From Staff:

(1) Update: Energy Optimization (Cooper)

(2) Verbal update: MPPA (Rice)

(3) Verbal update: International Biomass Conference & Expo (Fehrer)

(4) Verbal update: Biomass Project (Rice)

C. From Board:

None as of May 5, 2010

6. PUBLIC COMMENT

/jd

**TRAVERSE CITY
LIGHT AND POWER BOARD**

Minutes of Regular Meeting
Held at 5:15 p.m., Commission Chambers, Governmental Center
Tuesday, April 27, 2010

BOARD MEMBERS -

Present: Linda Johnson, John Welch, James Hoogesteger, John Snodgrass, Ralph Soffredine

Absent: Mike Coco, Jim Carruthers

EX OFFICIO MEMBER -

Present: R. Ben Bifoss

OTHERS: Ed Rice, Tim Arends, Jessica Dezelski, Jim Cooper

The meeting was called to order at 5:15 p.m. by Chairperson Johnson.

Chairperson Johnson added a staff report on the Annual Seedling Giveaway under Reports and Communications 5.B.

2. CONSENT CALENDAR

Moved by Soffredine, seconded by Welch, that the following items, as recommended on the Consent Calendar portion of the agenda, be approved:

- A. Consideration of approving minutes of the Regular Meeting of April 13, 2010.
- B. Consideration of approving minutes of the Special Meeting of April 20, 2010.

CARRIED unanimously. (Coco, Carruthers absent)

4. NEW BUSINESS

- A. Moved by Soffredine, seconded by Hoogesteger, that the Light and Power Board support Northwestern Michigan College to fund design and install real-time web-interactive data monitoring and analysis technology with existing solar power and wind systems in the amount of \$7,000.

CARRIED unanimously. (Coco, Carruthers absent)

Moved by Soffredine, seconded by Welch, that the Light and Power Board support the Great Lakes Childrens Museum to fund an exhibit cart with hands-on demonstrations on magnetism, electricity, power generation, renewable energy and safety in the amount of \$15,000.

CARRIED unanimously. (Coco, Carruthers absent)

Moved by Welch, seconded by Soffredine, that the Light and Power Board support the Grandview Parkway Beautification Fund to fund the remaining cost of irrigation from Division Street west to M-72, including the median in the amount of \$5,500.

CARRIED unanimously. (Coco, Carruthers absent)

Moved by Welch, seconded by Soffredine, that the Light and Power Board support the Inland Seas Education Association to enable local schools to take part in the Great Lakes Schoolship Program in the amount of \$10,000.

CARRIED unanimously. (Coco, Carruthers absent)

Moved by Soffredine, seconded by Hoogesteger, that the Light and Power Board support the Goodwill Inn's purchase of temperature control software in the amount of \$4,735.

CARRIED unanimously. (Coco, Carruthers absent)

5. REPORTS AND COMMUNICATIONS

- B. (1) Jessica Dezelski provided an update on the Annual Seedling Giveaway.
- C. (1) John Welch spoke regarding biomass.
(2) Ralph Soffredine spoke regarding biomass.

6. PUBLIC COMMENT

-Tom Karas, 8801 Section Line Road, Michigan Energy Alternatives Project

The meeting adjourned at 5:31 p.m.

/jd

Edward E. Rice, Secretary
LIGHT AND POWER BOARD



**TRAVERSE CITY
LIGHT & POWER**

To: Light and Power Board
From: Ed Rice, Executive Director *ER*
Date: May 5, 2010
Subject: Wi-Fi System Professional Services Agreement – Phase 2

At the Light & Power April 13, 2010 meeting the Board voted to table this item to the May 11, 2010 meeting to allow time for the Board Wi-Fi Committee to make a recommendation to the Board on whether to proceed with the project.

Attached is a proposed Professional Services Agreement for your consideration that provides for the construction of a Wi-Fi Network as depicted in Schedule "A", "Scope of Work." The contract includes the purchase of materials (Schedule C), system engineering, project management services, system troubleshooting, and marketing and promotion efforts through September 30, 2010. Future marketing and promotion efforts and system troubleshooting repair and maintenance, if independently contracted for, would be defined under a separate agreement at a future date.

I am providing two possible motions for the Board's consideration:

If it is the desire of the Board to table this item to a future meeting the following motion would be appropriate:

MOVED BY _____, SECONDED BY _____,

THAT CONSIDERATION OF THE WI-FI NETWORK PHASE 2 PROJECT BE MOVED TO THE _____, 2010 MEETING AGENDA.

Future meeting dates:

May 25

June 8, 22

July 13, 27

If it is the desire of the Board to go forward with the Wi-Fi Network Phase 2 project the following motion would be appropriate:

MOVED BY _____, SECONDED BY _____,

THAT THE LIGHT AND POWER BOARD WAIVES COMPETITIVE BIDDING AND AUTHORIZES THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH ASPEN WIRELESS, LLC AND MITTEN COMMUNICATION, LLC IN THE AMOUNT OF \$330,000 TO ALLOW FOR THE PURCHASE, ENGINEERING, DESIGN AND MARKETING OF A WI-FI NETWORK PHASE 2 PROJECT; AND FURTHER AUTHORIZES THE EXECUTIVE DIRECTOR TO ISSUE CHANGE ORDERS THAT ARE IN THE BEST INTEREST OF THE UTILITY, SUBJECT TO APPROVAL AS TO FORM BY COUNSEL.

**TRAVERSE CITY LIGHT AND POWER
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made this _____ day of _____, by and between the TRAVERSE CITY LIGHT AND POWER DEPARTMENT (TCL&P or Client), a Michigan municipal electric utility, of 1131 Hastings St., Traverse City, Michigan 49686, and ASPEN WIRELESS TECHNOLOGIES, LLC (a Colorado limited liability company) and MITTEN COMMUNICATIONS, LLC (a Michigan limited liability company) who together are a Michigan Joint Venture (Contractor or Joint Companies).

WITNESSETH:

WHEREAS, TCL&P desires to engage the services of the Contractor to furnish technical and professional assistance concerning construction of the project which is described as:

WI-FI NETWORK PHASE 2 PROJECT

and the Contractor wishes to furnish such technical and professional service to TCL&P and has represented that Contractor has the education, expertise, capability, equipment, and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Scope of Work. The Contractor shall provide services in accordance with and as set forth in Schedule "A", "Scope of Work", attached hereto and incorporated herein by reference.
2. Compensation and Method of Payment. TCL&P shall pay to the Contractor and the Contractor agrees to accept as full compensation for services under this Agreement an amount of \$330,000 in accordance with Schedule "B", "Timetable for Activities and Schedule of Payments", attached hereto and incorporated herein by reference including any change orders approved in advance by the Executive Director.
3. Period of Performance. The work to be rendered under this Agreement shall commence within 30 calendar days as time period specified in Schedule "B". Performance and completion of performance shall be in accordance with the schedules attached hereto.
4. Independent Contractor. The relationship of the Contractor to TCL&P is that of an independent Contractor and in accordance therewith, Contractor covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of TCL&P, or make any claim, demand or application, to or for any rights or privileges applicable to any officer or employee of same, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

5. Contractor Responsibility. The Contractor shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. Contractor shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property. Contractor shall make a careful examination of the site, plans, specifications and all conditions affecting the work, and any failure to make such examination will not be a valid excuse for failure to do the work as a basis for any claim for extra compensation or extension of time. Contractor acknowledges having visited the site and shall promptly give TCL&P written notice of any physical condition discovered differing materially from that indicated in this Agreement or unknown and of an unusual nature differing materially from that ordinarily encountered and generally recognized as adhering to this type of work.

6. Indemnity. Contractor shall defend, indemnify and save harmless TCL&P, its officers and employees, from and against any and all claims, liabilities, losses, damages, actual attorneys' fees and settlement expenses for injury or death, or, any person and damage, or loss of any property allegedly or actually resulting or arising out of any act, omission, or negligence of Contractor or its employees, agents or subcontractors in connection with performing this Agreement, or resulting from or arising out of the joint negligence of TCL&P and that of Contractor or any other person or entity. TCL&P shall not be indemnified against liability for damages arising out of bodily injury or damage to property where the entire amount of such damage, whether recoverable or not, is caused by or resulted from the sole negligence of TCL&P, its officers or employees. This indemnification agreement shall not be limited by reason of any insurance coverage. (Project scope does not include installation. Defects in the equipment hardware, software, brackets, cables, etc. are covered by manufactures warranty.)

7. Insurance. The Contractor shall acquire and maintain comprehensive general liability insurance coverage, and comprehensive automobile liability insurance coverage. The limits and deductible shall be as follows:

- A. Comprehensive General Liability insurance with a \$2,000,000 minimum in coverage.
- B. Comprehensive Automobile Liability insurance with a \$1,000,000 minimum in coverage.

The Contractor agrees not to change such insurance and agrees to maintain such insurance throughout the period of performance of this Agreement. Contractor will within two weeks of the execution of this Agreement provide a certificate of insurance to the Executive Director. Such certificate shall name TCL&P as an additional insured.

8. Workers' Compensation. The parties shall maintain suitable workers' compensation insurance pursuant to Michigan law and Contractor shall provide a certificate of insurance or copy of state approval for self-insurance to the Executive Director within two weeks of the execution of this Agreement.

9. Compliance with Regulations. The Contractor shall comply with all applicable statutes, rules and regulations of all Federal, State and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

10. Standard of Conduct. Contractor shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

11. TCL&P's Obligation. TCL&P shall provide Contractor with all information currently available to it upon request of the Contractor. TCL&P's Executive Director, or such other person as the Executive Director shall designate, shall be TCL&P's representative for purposes of this Agreement.

12. Non-Discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

13. Prohibition Against Assignment. This Agreement is intended to secure the service of Contractor because of its ability and reputation and none of the Contractor's duties under the Agreement shall be assigned, subcontracted, or transferred without the prior written consent of TCL&P. Any assignment, subcontract or transfer of Contractor's duties under this Agreement must be in writing.

14. Third-Party Participation. The Contractor agrees that despite any subcontract entered into by the Contractor for execution of activities or provision of services related to the completion of this project, the Contractor shall be solely responsible for carrying out the project pursuant to this Agreement. The Contractor shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Contractor in the conduct of the project, unless TCL&P and the Contractor agree to modification in a particular case. The Contractor shall not subcontract unless agreed upon in writing by TCL&P.

15. Interest of Contractor. The Contractor represents that its officers and employees have no interest and covenant that they will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's services and duties hereunder. The Contractor further covenants that in the performance of the Agreement, no person having any such interest shall be employed. Contractor further covenants that neither it nor any of its principals are in default to TCL&P.

16. Covenant Against Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty, TCL&P shall have the right to annul this

Agreement without liability, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

17. Qualifications of the Contractor. The Contractor specifically represents and agrees that its officers, employees, agents and consultants have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

18. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in the Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.

19. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

20. Termination for Fault. If TCL&P determines that the Contractor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, TCL&P may terminate or suspend this Agreement in whole or in part upon written notice to the Contractor specifying the portions of the Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Contractor shall correct the violations referred to in the notice. If the Contractor does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Contractor at time of termination may be adjusted to cover any additional costs occasioned by reason of the termination. This provision for termination shall not limit or modify any other right of TCL&P to proceed against the Contractor at law or under the terms of this Agreement.

21. Force Majeure. If because of Force Majeure, either party is unable to carry out any of its obligations under this agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, TCL&P may terminate this Agreement.

22. Delay. If the Contractor is delayed in the completion of the work due to Force Majeure, or otherwise, the time for completion may be extended for a period determined by TCL&P to be equivalent to the time of such delay. TCL&P may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by TCL&P, the Contractor shall be entitled to and TCL&P shall pay the costs actually incurred in compliance with this Agreement until the date of such termination, but not more than the maximum contract amount.

23. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of Contractor, or if a person of masculine or feminine gender joins in this Agreement on behalf of Contractor, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires.

24. Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of Michigan.

25. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein except for the January 27, 2010, Mutual Non-Disclosure Agreement. The parties acknowledge that the Professional Services Agreement signed February 9, 2010, has been fully completed and paid. It is understood that should Contractor recommend further work concerning the project, TCL&P is under no obligation to engage Contractor in such work.

26. Third-Party Beneficiaries. The parties do not intend for there to be any third party beneficiaries to this agreement.

27. No Joint Venture or Partnership. This Agreement does not and is not intended to create a joint venture or partnership between the parties. The rights and obligations of the parties are entirely contained within this Agreement.

28. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to the Agreement.

29. Dispute Resolution. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

- (A) **Mediation**. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the

services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.

- (B) **Venue.** All meetings, hearings and actions to resolve the dispute shall be in Grand Traverse County.
- (C) **Notice.** Written notice of a dispute shall be given to the other parties not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice.

30. TCL&P Responsibility. TCL&P shall provide the necessary qualified resources for the project to complete negotiation and closure of required agreements, provide staging facility access, fiber network access and configuration, head-end facility access and configuration, outside plant construction of the project per the project plan with any deficiencies in available resources identified and mitigated by TCL&P to not delay the project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

TRAVERSE CITY LIGHT and POWER

By: _____
Linda Johnson, Board Chairman

By: _____
Edward E. Rice, Secretary

CONTRACTOR

By: _____
Jim Selby, Member
Aspen Wireless Technologies, LLC

By: _____
Robert T. Franzo, Member
Mitten Communications, LLC

APPROVED AS TO SUBSTANCE:

Edward E. Rice
Executive Director

APPROVED AS TO FORM:

W. Peter Doren
General Counsel

SCHEDULE A

SCOPE OF WORK

The parties agree that the scope of work for TCL&P shall consist of the following duties and obligations:

The Joint Companies will provide business and engineering consulting services including business planning, system engineering and project planning of IP enhancements to Client's existing fiber network. The Joint Companies will provide project management and engineering services for the construction of Wi-Fi Network Phase 2 (as defined herein), including the associated business development, marketing, engineering, maintenance, and network operation of the resulting Phase 2 Wi-Fi Network.

The Phase 2 Wi-Fi Network is to be constructed by TCLP according to the engineering and design provided by the Joint Companies. It will consist of the equipment specified by the Joint Companies at locations in Traverse City to provide the Wi-Fi coverage shown on the attached map. The equipment specified is described on Schedule C.

The Joint Companies will document an overall strategy and plan for the IP enhancement of the Client's fiber network, and provide additional business and engineering deliverables specific to the business development, marketing, engineering, maintenance, and network operation of the Phase 2 Wi-Fi Network.

For the project, Client will provide owned information required by the Joint Companies or otherwise pertinent to the current operation and enhancement of the Client's fiber network. 3rd party information will also be gathered, often under a Non-Disclosure Agreement between the Client and the 3rd party, but facilitated by the Joint Companies on behalf of the Client, but at no time will the Joint Companies have authority to bind the Client. Tools and other confidential information provided by Joint Companies to Client for purposes under this Agreement are the owned property of Joint Companies. Information and outputs provided as deliverables to Client are the owned property of the Client. Provisions within separately executed Non-Disclosure Agreement cover the security and confidentiality of such owned, proprietary and/or confidential information exchanged under this Agreement.

Client understands that the Joint Companies may contract with outside firms to assist in the preparation of the engineering portions of the Agreement as required. Client understands that input may be provided directly to these outside firms in the process of completing the Agreement. Written notice to the Client will be provided to confirm vendor participation and authority to contact Client directly by any Joint Company engaged outside firms.

Project Inputs (which were developed for Client by Joint Companies under the Phase 1 Agreement)

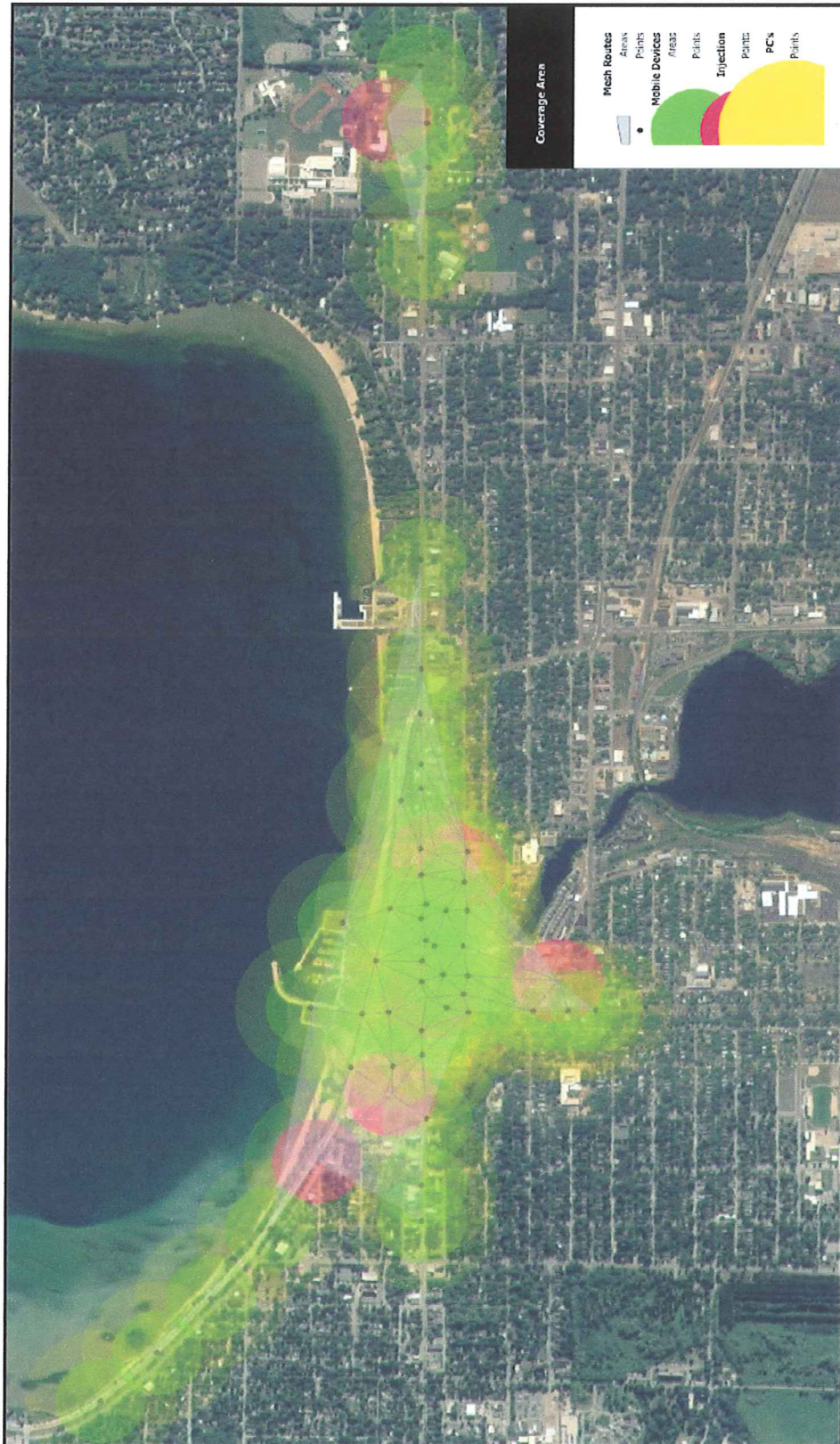
1. 5-Fiscal Year Business Model including Capital and Operational Budget Outlook
2. Engineering Site Survey
 - a. Grandview Parkway
 - b. DDA Zone and Front Street to Division Street
 - c. NMC Campus
3. Network Design
 - a. Infrastructure Identified
 - b. Identified POPs, Poles, Lights and Associated Location Data
 - c. Wi-Fi Coverage Analysis
 - i. Grandview Parkway
 - ii. Northwest College Outdoor
 - iii. DDA Zone
 - iv. Front Street to Division Street

Project Deliverables:

During the project Joint Companies will perform the following tasks and provide related deliverables:

1. Project Planning and Management:
 - a. Delivery of a Deployment Project Plan
2. Business Model Refinement:
 - a. Incorporates:
 - i. actual deployment costs,
 - ii. business development results and refined customer revenue projections
 - b. Updated quarterly for duration of project and reviewed with Client
3. Business and Engineering Contract Negotiations:
 - a. Direct Internet Access (DIA) Contract Negotiation
 - b. Equipment Provider Contract Negotiation and Procurement
4. Network Equipment
 - a. Received
 - b. Staged
 - c. Configured
 - d. Provisioned
 - e. Operations Support Systems (OSS) and Billing Integration
5. Marketing and Business Development/Sales:
 - a. Pre-launch:
 - i. Develop Service Agreements and tiered service rates based upon business plan
 - ii. Splash Page Acceptance and Creative Approved
 - iii. Secure agreements with targeted businesses per integrated business and project plan
 - iv. Develop and manage 3rd party relationships required for overall service offering
 1. Client Advertisement Plan

2. Client Device Application Development Plan
 - b. Post-launch
 - i. Continue securing agreements with targeted businesses
 - ii. Continue developing and managing required 3rd party relationships
 - iii. Report business results monthly
6. Network Testing
 - a. Infrastructure Integration/System Testing Complete
 - b. Network Operations Center (NOC) Processes Complete
 - c. Technician Training Complete
 - d. Trouble Report Testing Complete
 - e. Operational Readiness Verification
7. Network Approval for Market Launch
 - a. Beta
 - b. General Availability (GA)
8. Network Operation and Maintenance
 - a. Report network operation monthly
 - i. Monitor and Tune Network Performance
 - ii. Perform Necessary Maintenance
 - b. Complete and file Federal Communication Commission (FCC) forms as required
 - i. Form 477 (Broadband Adoption)
 - ii. Form 455 (Communications Assistance for Law Enforcement Act (CALEA))



SCHEDULE B

TIMETABLE FOR ACTIVITIES

Contractor services shall commence within 30 calendar days after execution of this Agreement. The schedule of activities shall be as follows:

Joint Companies shall perform to the best of its abilities to achieve estimated completion dates, however is not bound to these specific dates and is not responsible for reasonable delays. Estimated completion dates are based upon timely receipt of payments, information, schedule of personnel and any 3rd party deliverable estimates.

ID	Project Deliverable	Estimated Delivery
D1.a	Deployment Project Plan in Excel	April 19, 2010 *
D2.a	Updated Business Model	June 28, 2010
D2.b	Quarterly Update of Business Model (QUBM)	End-Of-Quarter (EOQ) + 2 weeks
D2.b.i	1 st QUBM (July 2010)	EOQ + 2 weeks
D3.a	DIA Agreement Signed	May 31, 2010
D3.b	Network Hardware Order Agreement Signed and Procured	April 19, 2010 **
D4.a	Network Equipment Received	May 3, 2010
D4.b	Network Equipment Staged	May 17, 2010
D4.c	Network Equipment Configured	May 24, 2010 *
D4.c	Network Equipment Provisioned	June 28, 2010
D4.d	OSS and Billing Integration	June 30, 2010
D5.a.i	Service Agreements and Tiered Service Rates	May 10, 2010
D5.a.ii	Splash Page Acceptance and Creative Approval	June 7, 2010
D5.a.iii	Secured Initial Agreements	July 12, 2010
D5.a.iv.1	Client Advertising Plan	June 21, 2010
D5.a.iv.2	Client Device Application Development Plan	June 28, 2010
D5.b.iii	Report business results including D5.b.i & D5.b.ii	EOM + 5 business days
D6.a	Infrastructure Integration/System Testing Complete	June 30, 2010 *
D6.b	NOC Processes Complete	July 26, 2010
D6.c	Technician Training Complete	July 26, 2010
D6.d	Trouble Report Testing Complete	July 26, 2010

ID	Project Deliverable	Estimated Delivery
D6.e	Operational Readiness Complete	July 26, 2010
D7.a	Network Approval for Beta Market Launch	July 1, 2010
D7.b	Network Approval for GA Launch	August 1, 2010 *
D8.a	Report network operation and operations including D8.a.i and D8.a.ii	EOM + 5 business days
D8.b	Complete and file FCC forms as required	Quarterly per statute

Services shall be completed not later than August 31, 2010.

SCHEDULE OF PAYMENTS

Payments shall be made to the Contractor in accordance with the following schedule:

Joint Venture companies will provide said deliverables to Client in accordance with this Statement of Work, and as such, Client shall provide Joint Companies the following payment options per project type:

Any change orders must be approved by the Executive Director in advance.

- Schedule of payments follows:

ID	Project Deliverable	Date	Amount
D1.a	Deployment Project Plan in Excel	April 19, 2010	\$20,000
D6.a	Infrastructure Integration/System Testing Complete	June 30, 2010	\$15,000
D3.b	Network Hardware Order Agreement Signed and Procured	April 19, 2010	\$237,380
D4.c	Network Equipment Configured	May 24, 2010	\$20,000
D7.b	Network Approval for GA Launch	August 1, 2010	\$37,620
Total			\$330,000

- Payment Term is Net 20 days from receipt of invoice.

Payment is to be made to “Aspen Wireless Technologies, LLC,” on behalf of the Joint Venture.

SCHEDULE C

LIST OF EQUIPMENT

Head-End & Fiber System Upgrade

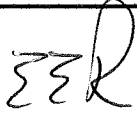
Qty	Units	Description
6		GigE Switches
4		Rack/patch/Mounting Equipment
2		RXG Headend 1000 SUL
2000	ft @	Ethernet Cabling
6		Battery Back-up
1		ZoneDirector 3000 supporting up to 100 ZoneFlex Access Points
1		xServe Server
1		Dartware Intermapper
6		Reboot Device

Node Infrastructure

Qty	Units	Description
58		ZoneFlex Access Points (Node AP)
58		12 Volt Inverter
58		Enclosure
1		Misc Hardware



**TRAVERSE CITY
LIGHT & POWER**

To: Light and Power Board
From: Ed Rice, Executive Director 
Date: May 5, 2010
Subject: Municipal Employees Retirement System

As an introduction, Light & Power bargaining unit and administrative employees are currently enrolled in the Municipal Employees Retirement System (MERS) benefit programs under the umbrella of the City of Traverse City. Any changes to the benefit plans require City Commission approval as the City Commission is considered the “governing body” of the Plan.

Since the Light & Power Board had Charter authority to approve wage and benefit packages for the utility employees we asked MERS if Light & Power could separate from the City’s Plan and create its own plan. After research by MERS, they concluded that Light & Power qualifies as a municipality for MERS Plan purposes.

To create a new plan MERS requires the governing body’s approval of several resolutions; we have incorporated all of them into one resolution (attached) for your consideration. This action would allow the Light & Power Board to have “governing body” authority on all future Light & Power employee issues that pertain to the MERS Plan.

Staff is recommending approval of this action and considers this a governance issue as there will be no change in employee benefits. If the Board agrees with staff’s recommendation to create a new MERS Defined Benefit Program, subject to City Commission approval to close the current L&P divisions within the City’s Plan and transfer the market values of those divisions into the new Plan, the following motion would be appropriate:

MOVED BY _____, SECONDED BY _____,

THAT THE LIGHT AND POWER BOARD APPROVE THE “RESOLUTION ADOPTING A LIGHT & POWER MERS DEFINED BENEFIT RETIREMENT PROGRAM;” SUBJECT TO CITY COMMISSION ACTION TO TRANSFER CURRENT LIGHT & POWER MARKET VALUES INTO THE NEW MERS ACCOUNT.



**RESOLUTION ADOPTING A LIGHT & POWER
MERS DEFINED BENEFIT RETIREMENT PROGRAM**

WHEREAS, Traverse City Light & Power has the power to enter into contracts and agreements and shall have the power to adopt such rules and regulations and policies governing its conduct in the operation of the Light and Power Department as it deems advisable in accordance with Traverse City Charter §179(c)(4)(g); and

WHEREAS, the Traverse City Light and Power Board has the authority to approve collective bargaining agreements with its union and benefits for its employees; and

WHEREAS, the Traverse City Light & Power Board desires to have the MERS Retirement System Defined Benefit Programs, currently offered to its employee groups under the City of Traverse City MERS Plan Document, under the direct control of the Board to allow the Board “governing authority” of the Traverse City Light & Power MERS Plan; and

WHEREAS, MERS has ruled the Traverse City Light and Power qualifies as a MERS-eligible municipality,

NOW, THEREFORE, BE IT RESOLVED that the Board of Traverse City Light and Power adopts a MERS Defined Benefit Program; and thereby adopts the Uniform Resolution Defining Hours Per Month, as required by MERS; and thereby adopts the Resolution Directing Electronic Payment of Invoices, as required by MERS; and thereby adopts a Resolution to Exclude Temporary Employees from Membership; subject to City Commission action to close Division 11 & 12 of its MERS Plan, and approval by the City Commission to transfer the market value of Division 11 & 12, as calculated by MERS, into the newly created MERS Defined Benefit Plan within Traverse City Light & Power.

Hello Jim,

I truly apologize for the delay. Based on the review from our legal department the Board of Light and Power can separate from the City and become its own new municipality. Please advise if you would like to pursue with the separation.

Thank you,
Karima.

From: Tom Petroni
Sent: Thursday, March 25, 2010 5:02 PM
To: Lynda Pittman
Cc: Karima Porter; Rob Noa; Mike Moquin; Terri Pollack
Subject: Traverse City Board of Light & Power

Lynda -

You asked Legal to consider whether the Traverse City Board of Light & Power (TCL&P) qualifies as a "municipality" under Plan Section 2B(4), and if so, whether it can become an independent participating municipality, separate from the City of Traverse City, and adopt the defined benefit program without special funding requirements. You advise that TCL&P employees are currently covered under Divisions 11 and 12 of the City's MERS plan, and that TCL&P and the City are considering transferring TCL&P employees to their own MERS pursuant to a MERS-approved transfer agreement.

I have reviewed the Traverse City Charter; the Home Rule City Act, 1909 PA 279; the Fourth Class City Act, 1895 PA 215; and, a copy of TCL&P's 2009-2010 budget. The City established TCL&P in 1912 pursuant to its authority under Public Acts 279 and 215. The Light and Power Board is created pursuant to the City Charter, Chapter 18, Section 176:

There is hereby created the Light and Power Board of the City, which shall have exclusive jurisdiction, control and management of the Light and Power Department and all its operations and facilities, except as herein provided. Unless specifically allocated to the City Commission or to a City official, the Board shall have all the power and duties possessed by the City to construct, acquire, expand and operate the light and power system and to do any and all acts or things that are necessary, convenient or desirable in order to operate, maintain, enlarge, extend, preserve or promote an orderly, economic business-like administration of the Light and Power Department. The Board shall operate as a separate unit of City government. The Board may sue or be sued in the name of the Light and Power Department of the City of Traverse City. All damage claims arising from the operations of the Board and the Department shall be the responsibility of and be liquidated by the Board from the appropriate funds of the Department.

In addition, Chapter 18 contains the following relevant provisions:

- Section 178, governing organization, creates the position of Executive Director and states that he or she "shall determine the number of employees necessary for the operation of the utility, and fix their duties and compensation subject to the approval of the Board."
- Section 179(c)(4) provides that the Board shall have the power to enter into contracts and agreements.
- Section 179(h) grants exclusive authority to the Board to "fix rates to be charged . . . for services

rendered by the Department.”

- Section 179(i) requires the Board submit to annually submit its budget to the City Commission which “shall approve or reject this budget, but shall not have authority to change any of its provisions.”
- Section 179(g) states that the Board “shall have the power to adopt such rules and regulations and policies governing its conduct in the operation of the Light and Power Department as it deems advisable.

Based on my review, TCL&P constitutes a “municipality” under Plan Section 2B(4)(b) and MCL 38.1502b(2)(b): “A public corporation or instrumentality established by 1 or more counties, cities, villages, or townships.” Moreover, although the City has authority to approve or disapprove (but not change) TCL&P’s annual budget submission, the Board has substantial operating revenues which it controls independent of the City. It is also noteworthy that the TCL&P has been in existence for nearly 100 years.

Therefore, TCL&P qualifies as a MERS-eligible municipality, and further, has sufficient revenues to adopt defined benefit (or hybrid) without special funding conditions.

Thomas Petroni

Senior Deputy General Counsel

Municipal Employees' Retirement System of Michigan

1134 Municipal Way

Lansing, Michigan 48917

Phone (517) 703-9030

Fax (517) 327-8336

tpetroni@mersofmich.com



**RESOLUTION FOR ADOPTING MUNICIPAL EMPLOYEES'
RETIREMENT SYSTEM OF MICHIGAN DEFINED BENEFIT PROGRAMS
(OTHER THAN DB COMPONENT OF HYBRID PROGRAM)**

The _____ of the _____,
(Governing body) (Participating entity)
whose fiscal year is (month and day) _____ to _____, desires to make available to its eligible employees (as defined below) benefits provided by the Municipal Employees' Retirement System of Michigan (MERS), as authorized by 1996 PA 220. Benefits available are those provided under the Plan Document of 1996.

IT IS RESOLVED that pursuant to the Initial Actuarial Valuation dated _____, _____, by MERS' actuary, MERS benefits stated in Section 1 below are to be provided to the following employee division (e.g., general, police and fire, DPW, union, non-union): _____.
(Separate resolutions are required for each division)

Please note: If no Initial Valuation has been done by MERS' actuary on the specific benefit program (or combination of programs) selected below; or the Initial Valuation is more than one (1) year old at the time MERS' coverage becomes effective as provided under Section 4 of this Resolution; then, per Retirement Board requirements, this Resolution will not be implemented until a current actuarial valuation is done by MERS' actuary and necessary supporting contribution rates certified.

1. Benefit programs/formulae (e.g., B-2 / DROP+ / F55 / V-8 / FAC 3 / E-2) selected are:

(If other than standard MERS' retirement benefits, supporting collective bargaining agreement to accompany this Resolution)

2. The required employee contribution is _____%. (May be any percentage in hundredths of a percent, not to exceed ten [10] percent, unless higher rate is established by collective bargaining agreement accompanying this Resolution.)
- 3.1 Prior service credit with this municipality/court rendered previously by each covered employee in the division is subject to and shall be credited as provided under Section 2C(3) of the MERS Plan Document and Restated Initial Actuarial Valuation and Supplemental Valuation Procedure^(Form 06) (as approved by the Retirement Board), whose respective terms are incorporated by reference.

Choose only one:

- A. ___ All prior service from date of hire.
B. ___ Portion of prior service (actual service up to _____ years); or _____%.
C. ___ Prior service proportional to assets transferred.
D. ___ No prior service (if D selected, go to Section 4).

- 3.2 The Initial Valuation discloses the actuarial reduction in the employer's future contribution rate that will occur where assets of a preceding qualified plan (whether defined benefit or defined contribution plan) and/or other source are transferred to MERS.
- 3.3 In all asset transfers, the employer shall furnish MERS with all necessary and specific information required by MERS on the allocation of employer and employee contributions and investment earnings, along with taxable and nontaxable status on the employee contribution portion.
4. The effective date of this Resolution for making deductions for the employee contributions specified above, and for the payment of necessary employer contributions to MERS, as required in the Plan Document, shall be the same date that MERS' coverage begins, which is _____, _____.
5. For municipalities, Plan Section 41 requires adoption by affirmative vote of a majority of the governing body; for courts, see Plan Section 41A. A complete copy of the fully executed collective bargaining agreement (if applicable), and certified copy of the complete official minutes or other official authorizing action for the open meeting at which this resolution was adopted must be forwarded to MERS with this resolution.

Certified this _____ day of _____, _____.

By: _____ Title: _____

RESOLUTION FOR DEFINING A DAY OF WORK OR HOURS PER MONTH FOR MERS RETIREMENT PURPOSES



Note: To adopt the part-time to full-time employee service credit program under Plan Document Section 4(6), the governing body must adopt the Uniform Resolution Defining Hours Per Month For Part-Time Employees and Service Credit Conversion Upon Promotion to Full-Time Status.

In accordance with Section 3(1) of the MERS Plan Document, as the _____

(Governing Body) (Municipality)

does hereby certify that a day of work, or the number of hours of work in a month, for _____ for retirement purposes, shall
(Indicate all employees or division name and number)

consist of one of the following to be effective as of _____, _____.
(Date)

(Please complete either A or B)

- A. _____ A day shall consist of _____ hours.
(Ten (10) days a month of such work days equals one month of credited service.)
- B. _____ A month shall consist of _____ hours.
(Each month of such work hours equals one month of credited service.)

I hereby certify that the above is a true copy of a Resolution adopted at the meeting of the governing body held on _____, _____.
(Date)

(Signature of Authorized Official) (Title)

RETURN TO: Municipal Employees' Retirement System of Michigan
1134 Municipal Way
Lansing, MI 48917

**RESOLUTION DIRECTING ELECTRONIC PAYMENT OF INVOICES
TO THE MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM**



WHEREAS, the _____ is
a participating municipality in the Municipal Employees' Retirement System of Michigan ("MERS");
and

WHEREAS, pursuant to the Municipal Employees' Retirement Board requirements, effective
January 1, 2004, monthly contribution payments will be required to be paid electronically, (eBill) and
for those municipalities not doing so, an administrative fee will be assessed; and

WHEREAS, pursuant to 2002 PA 738 authorizing electronic transactions of public funds, the
governing body of a municipality must authorize electronic transactions; and

WHEREAS, the _____ wishes
to be in compliance with the electronic payment of monthly contributions, and accordingly will initiate
both the timing and which invoices it intends to pay.

NOW THEREFORE BE IT RESOLVED, that the governing body directs the electronic
payment of future MERS invoices subject to initiation and timing of the payment as directed by this
municipality's authorized official.

CERTIFICATION

I hereby certify that this resolution was adopted by the governing body of the
_____ at its meeting held on _____, 20__.

Signature of Clerk

RETURN TO: Municipal Employees' Retirement System of Michigan
1134 Municipal Way
Lansing, MI 48917
Phone: (800) 767-6377 • Fax: (517) 703-9711
www.mersofmich.com

**RESOLUTION TO EXCLUDE TEMPORARY EMPLOYEES FROM
MEMBERSHIP IN MERS UNDER PLAN DOCUMENT SECTION 3(2)**



TEMPORARY EMPLOYEES who are employed in positions normally requiring less than 6 or more whole months, not to exceed 12 months of work may be excluded by Resolution of the Governing Body from membership in the Municipal Employees' Retirement System (MERS). Temporary employees must be notified in writing by the participating municipality that they are excluded from membership. In accordance with Section 3(2) of the MERS Plan Document, the

_____ of _____,
(Governing Body) (name of Participating Municipality) (Municipality #)

Formally elects to **EXCLUDE** effective _____, 1st*, 200____, all employees
(Month) *Effective date must be on the first (1st)

in positions requiring less than _____ whole months in these Divisions:
(specify number between 6 through 12)

___ All Divisions

OR

Divisions _____
(specify by Division Name and Number)

**I hereby certify that the above is a true copy of a Resolution adopted at the meeting
of the governing body held on _____, _____.**
(Date)

(Signature of Authorized Official)

(Title)



BE IT RESOLVED, that the _____
(Governing Body)

of the _____ hereby elects to adopt the provisions of Act No. 88,
(Governmental Unit)

Public Acts of 1961, as amended, and become a reciprocal unit under the Reciprocal Retirement Act; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be filed within ten
(10) days from the date of this election with:

Michigan Department of State
Office of the Great Seal
7064 Crowner Boulevard
Lansing, MI 48918

and

Municipal Employees' Retirement
System of Michigan
1134 Municipal Way
Lansing, MI 48917

MOVED BY: _____

SUPPORTED BY: _____

Ayes: _____ Nays: _____

Adopted: _____,
(Date)

I, _____, _____, of the
(Name) (Title)

_____ do hereby certify that the aforesaid is
(Governmental Unit)

a true and correct copy of a Resolution adopted at a regular meeting of the _____

_____ held on _____,

(Signature of Authorized Official)

(Title)



**TRAVERSE CITY
LIGHT & POWER**

To: Light & Power Board
From: Jim Cooper *JC*
Date: May 4, 2010
Subject: Energy Optimization Update

The residential energy optimization (EO) programs are underway. The attachments show that certain air conditioners, dehumidifiers, central air and furnace systems qualify. Franklin Energy will be promoting this shortly through retailer and contractor meetings, and media mailings. These systems make up a small part of the budget this year, but a much larger part in succeeding years. Staff will continue to promote compact fluorescent lights this summer with a giveaway at the billing counter. The State grant still pays for most of these costs, but the grant will be completed in October, 2010. The appliance pick up program is still in effect and ads will be running shortly.

The commercial and industrial incentive program has not only met the Public Act 295 kilowatt hour savings goal for 2010 but has already achieved 33% of 2011 goal that can be counted. The details are as follows:

33% of 2010 goal achieved in 2009:	370,398 kWhrs
The remainder of the 2010 goal:	752,021 kWhrs
33% of 2011 goal:	<u>753,144 kWhrs</u>
Total C&I kWhr savings	1,875,563

The attachment A is part of the official MPSC filing, which has been included in previous memos. This shows all of the EO program goals and expenses.

The LED grant could also play a role in energy savings depending upon what can be officially counted. It is estimated that the changing of up to 350 lights could save over 1,000,000 additional kWhrs each year.



**RESIDENTIAL APPLICATION FOR
HIGH EFFICIENCY HVAC SYSTEMS
AND ENERGY STAR® DEHUMIDIFIERS**

Instructions for Use:

- Step 1: Determine Eligibility:** Equipment must be new and installed or operated in a residential dwelling which is a Traverse City Light & Power electric customer.
- Step 2: Install Equipment.** New equipment must be installed and old equipment removed. Only new products which meet the energy efficiency specifications listed in this form are eligible for incentives.
- Step 3: Complete and sign the application.** Incomplete applications or missing information and materials will cause delays in payment. Forms *must* be received within 30 days of installation and before December 31, 2010.
- Step 4: Include the following documentation with your incentive application:**
- Itemized invoices including costs for equipment installed and installation labor.
 - New equipment specification sheet(s) that show products meet required efficiency standards.
 - UPC codes, ENERGY STAR® logo and invoice/receipt for ENERGY STAR® dehumidifiers or room/window AC units.

Step 5: Mail completed paperwork to:

Traverse City Energy Smart Residential Program
1219 Turner Street
Lansing, MI 48906



**RESIDENTIAL APPLICATION FOR
HIGH EFFICIENCY HVAC SYSTEMS
AND ENERGY STAR® DEHUMIDIFIERS**



Customer Information (Please Print)			
Customer Name	Phone	Email Address	
Mailing Address	City	State MI	ZIP Code
Installation Address	City	State MI	ZIP Code
Utility Account Number			
Fuel Type for Space Heating: <input type="checkbox"/> Natural Gas <input type="checkbox"/> Electric <input type="checkbox"/> LP (Propane) <input type="checkbox"/> Oil <input type="checkbox"/> Other _____			
How did you learn about the program? <input type="checkbox"/> My utility <input type="checkbox"/> Utility website <input type="checkbox"/> Newsletter <input type="checkbox"/> Newspaper <input type="checkbox"/> Mail/Bill insert <input type="checkbox"/> Contractor <input type="checkbox"/> Other: _____			
Contractor Information			
Name of Installing Contractor (if applicable)	Address, City	State	Phone

Certifications and Signature

I hereby certify that: 1. The information contained in this application is accurate and complete. 2. All rules of this incentive program have been followed. 3. I have read and understand the terms and conditions included with this document.

I agree to verification of equipment installation which may include a site inspection by a Traverse City Light & Power representative. I understand that I am not allowed to receive more than one incentive from this program for any one piece of equipment. I hereby agree to indemnify, hold harmless and release the utility from any actions or claims in regard to the installation, operation and disposal of equipment (and related materials) covered herein, including liability from any incidental or consequential damages.

Please sign and complete all information below.

Signature	Print Name	Date Equipment Installed
		Date Submitted

Program Use Only			
Date Received:	Post Inspected? <input type="checkbox"/> Yes <input type="checkbox"/> No	Incentive Approved <input type="checkbox"/> Yes <input type="checkbox"/> No Amount :\$	Date Approved:

RESIDENTIAL APPLICATION FOR HIGH EFFICIENCY HVAC SYSTEMS AND ENERGY STAR® DEHUMIDIFIERS



Central Air Conditioning, Furnace Upgrade and ENERGY STAR® Qualified Appliances				
For Central Air Conditioning the indoor coil and outdoor condenser must be a matched set to be eligible and installed on the same date.				
Description	Efficiency Requirements	Quantity	Incentive Per Unit	Total Incentive (Quantity x incentive)
Central AC	14 SEER		\$75.00	
Central AC	15 SEER		\$125.00	
Central AC	16 SEER		\$150.00	
Furnace with ECM motor	ECM Motor Equipped		\$100.00	
ENERGY STAR® Room/Window AC unit	ENERGY STAR® Qualified		\$15.00	
ENERGY STAR® dehumidifier purchase	ENERGY STAR® Qualified		\$15.00	
TOTAL INCENTIVE:				

To receive your Cash-Back Incentive:

1. Purchase and install qualified HVAC equipment (14 SEER or higher central air conditioning units, furnace with ECM motor, ENERGY STAR® room air conditioners and dehumidifiers).
2. For central HVAC systems: You must attach a copy of the actual invoice with the application form; showing date of installation and specification sheets that clearly state the SEER rating of the unit(s). If you are applying for an ECM motor incentive for a *new* furnace, the invoice and specification sheets must show that the furnace unit has an ECM motor.
3. For ENERGY STAR® room air conditioners or dehumidifiers: Cut out the UPC code and ENERGY STAR® logo from the box the unit(s) came in and send these items along with a copy of the receipt for the unit(s) with the purchase price circled.
4. Include a completed and signed application with all other required materials. Incomplete applications or applications submitted without other required materials will be denied.
5. A check for your incentives will be mailed to you. Please allow 6 to 8 weeks to receive your incentive check from the time it is received by the Traverse City Energy Smart Residential Program.

Mail complete application and additional required documentation to:

Traverse City Energy Smart Residential Program
1219 Turner Street
Lansing, MI 48906

Important Information:

This offer is valid only for Traverse City Light & Power electric customers for a limited time. Offer is good while funds are available and is on a first-come, first-served basis. Offer expires 12/31/10. Offer valid on ENERGY STAR® qualified room air conditioners and dehumidifiers or 14 SEER central AC units or higher. Register receipt will be used to verify purchase date for ENERGY STAR® room AC units and/or dehumidifiers. Invoices will be used to verify purchase and installation of central AC and/or furnace units. Offer redeemable by mail only. Traverse City Light & Power reserves the right to withdraw or change this offer without notice. Rebates may not exceed purchase price. Ineligible rebates are subject to denial or repayment to program. Rebate requests must be postmarked by 12/31/10.

Call 877-NRG-SAV1 (877-674-7281) to find out more about how you can save energy and money.

Confidentiality Statement:

I understand that my submittal of the above requested information is for the sole purpose of my program participation. I further understand that this information will be treated as confidential to the extent permitted by law.

Customer Signature: _____ Date: _____

Traverse City

Prescriptive Lighting \$		kWh		kWh		kWh				
Status	Customer	Incentive	kWh	\$/kWh	EO Project ID	Customer	Incentive	kWh	\$/kWh	EO CN
batch 4/17/10 received	Sherwin Williams #1320	\$408.00	7,702	\$0.05	00001070	Ella	\$1,000.96	12511	\$0.08	1358
batch 04/27/10 work in progress 3/15	Fox Grand Ford/BMW	\$12,834.00	160,645	\$0.08	00001125	Starkey kids	\$1,101.00	13,763	\$0.08	1410
work in progress 2/10	Fit for you Health Club	\$1,140.00	26,046	\$0.04	00001062	Stream Side	\$1,068.00	13,533	\$0.08	1370
work in progress 3/8	Great Lakes Forge	\$3,606.40	42,865	\$0.08	1374	James C. Smith				
batch 04/27/10 work in progress 3/15	Natural Gas Compression	\$8,636.25	102,648	\$0.08	00001060	Britten Media	\$8,520.80	190,848		1369
work in progress 3/15	TC Light & Power	\$1,981.92	40,245	\$0.05	00001090					
work in progress 3/16	Members Credit Union	\$1,527.00	16,173	\$0.09	00001059					
work in progress 3/15	Moats Office	\$1,600.00	31,000	\$0.05	1416					
received 3/8	Fox Grand Mercedes	\$3,777.20	50,519	\$0.07	00001126					
batch 04/27/10 work in progress 4/1	Grand Traverse Continuous	\$808.50	10,982	\$0.07	00001161					
work in progress 4/6	Bayview Professional Center	\$4,863.00	1,292							
received 3/30	Petroleum Abstract	\$592.00	6,290	\$0.09	1393					
work in progress 4/6	Traverse City area public schools	\$8,910.00	160,677	\$0.06	00001065					
work in progress 4/6	Ace Welding & Machine	\$756.00	8,986	\$0.08	1251					
work in progress 4/1	Britten Media	\$485.10	5,765	\$0.08	1252					
work in progress 4/6	Courtyard Fine Art	\$64.00	2,352	\$0.03	1340					
work in progress 4/1	Brown Lumber	\$4,282.00	58,331	\$0.07	1419					
work in progress 4/6	Grand Traverse C. Facilities Mgmt	\$3,224.00	33,808	\$0.10	1318					
work in progress 4/6	Grand Traverse W. Front Street	\$1,848.00	19,500	\$0.09	1320					
Submitted 4/6	Federal Screw Works	\$8,855.00	105,248	\$0.08	1336					
received 4/14	CPM Century Extrusion	\$10,000.00	123,177	\$0.08	1373					
received 4/7	Spartan Stores (Glen's Market)	\$4,000.00	74,450	\$0.05	1361					
received 4/22	Max Buarers	\$840.50	14,748	\$0.06	1448					
received 4-23	World Wide Auto	\$590.00								
received 4/26	Northern Michigan College	\$1,800.00	21,060	\$0.09	1440					
received 4/1	Cone Drive	\$10,000.00	122,071	\$0.08						
	Moats Office (2nd app)	\$1,550.00	29,222	\$0.05	1417					
Total		\$98,978.87	1,274,510	\$0.08						

Total	\$11,690.76	230,655	\$0.05
kWh Remaining	47,426	kWh Achieved	230655
Percent of Custom kWh goal achieved		83%	

Total	\$98,978.87	1,274,510	\$0.08
kWh Remaining	-430,172	kWh Achieved	1,274,510
Percent of prescriptive kWh goal achieved		151%	

Traverse City's Energy Optimization Program Portfolio Table 1

Portfolio Category	Program Portfolio	USRCT Results	CCE Results	2009		2010		2011		2012	
				Gross First Year kWh Savings	Program Budget	Gross First Year kWh Savings	Program Budget	Gross First Year kWh Savings	Program Budget	Gross First Year kWh Savings	Program Budget
Residential	Low Income Services	N/A	N/A	5,508 \$	3,560	13,892 \$	8,900	24,062 \$	15,640	32,400 \$	21,060
	CFLs - State Grant	N/A	N/A	264,600 \$	-	264,600 \$	-	- \$	-	- \$	-
	Efficient Lighting	4.9	\$	2,121 \$	1,061	3,182 \$	1,591	203,389 \$	19,800	305,084 \$	29,700
	Refrigerator/Freezer Turn-In & Recycling	2.9	\$	67,584 \$	9,246	135,168 \$	19,163	202,752 \$	31,931	304,128 \$	49,520
	Efficient Appliances/Electronics	2.4	\$	-	-	6,330 \$	2,962	9,494 \$	4,828	14,241 \$	7,331
	Efficient HVAC Equipment	2.5	\$	-	-	3,682 \$	2,768	5,523 \$	4,455	8,285 \$	6,683
	Educational Services	2.3	\$	14,858 \$	1,343	24,454 \$	3,338	36,392 \$	5,865	48,613 \$	7,898
	Pilot/Emerging Technology Programs	2.2	\$	354,671 \$	15,229	16,303 \$	2,225	48,523 \$	7,820	81,022 \$	13,163
	Subtotal - Residential Solutions					467,410 \$	40,947	530,135 \$	90,339	793,773 \$	135,353
	Commercial & Industrial	Prescriptive Incentive Program	4.8	\$	423,799 \$	56,184	844,338 \$	116,040	1,395,691 \$	191,815	1,692,973 \$
Custom Incentive Program		7.9	\$	46,347 \$	6,674	278,081 \$	40,044	417,121 \$	60,065	625,682 \$	90,098
Educational Services		2.3	\$	14,858 \$	1,343	24,454 \$	3,338	36,392 \$	5,865	48,613 \$	7,898
Pilot/Emerging Technology Programs		2.2	\$	-	-	16,303 \$	2,225	48,523 \$	7,820	81,022 \$	13,163
2008 Program Savings		N/A		151,065 \$	-	-	-	-	-	-	-
Subtotal - Business Solutions				636,069 \$	66,200	1,163,175 \$	161,646	1,897,727 \$	265,565	2,448,290 \$	343,829
Total Program Portfolio				990,740 \$	81,429	1,630,585 \$	202,593	2,427,861 \$	355,904	3,242,063 \$	479,183
Portfolio-Level Costs	Utility Program Administration			\$	4,475	\$	11,125	\$	19,550	\$	26,325
	Evaluation (EM&V)			\$	3,580	\$	8,900	\$	15,640	\$	21,060
	Subtotal - Utility Admin/Evaluation			\$	8,055	\$	20,025	\$	35,190	\$	47,385
Projected Annual Totals				990,740 \$	89,484	1,630,585 \$	222,618	2,427,861 \$	391,094	3,242,063 \$	526,568