

**A REGULAR MEETING**

Of The

**TRAVERSE CITY LIGHT AND POWER BOARD**

Will Be Held On

**TUESDAY, June 25, 2013**

At

**5:15 p.m.**

In The

**COMMISSION CHAMBERS**  
(2<sup>nd</sup> 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.

Stephanie Tvardek  
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: 06-21-13  
4:00 p.m.

## **AGENDA**

### **Pledge of Allegiance**

#### **1. Roll Call**

#### **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 June 11, 2013. (Approval recommended) (p. 4)
- b. Consideration of authorizing a Traffic Signals Maintenance Agreement. (Approval recommended) (Arends) (p. 7)
- c. Consideration of authorizing a Fiber Contract with GTACS. (Approval recommended) (Arends/Menhart) (p. 20)

#### **Items removed from the Consent Calendar**

- a.
- b.
- c.

#### **3. Unfinished Business**

- a. Consideration of Strategic Planning Service Order – Hometown Connections. (Arends) (p. 42)

#### **4. New Business**

- a. Consideration of LED Street Light Purchase Order authorization request. (Olney) (p. 50)

#### **5. Appointments**

None.

#### **6. Reports and Communications**

- a. From Legal Counsel.
- b. From Staff.

1. 2012 Energy Optimization Results presentation. (Wheaton) (p. 52)
- c. From Board.

**7. Public Comment**

/st

**TRAVERSE CITY  
LIGHT AND POWER BOARD**

Minutes of Regular Meeting  
Held at 5:15 p.m., Commission Chambers, Governmental Center  
Tuesday, June 11, 2013

**Board Members -**

Present: Barbara Budros, Jim Carruthers, Jeff Palisin, Bob Spence, Patrick McGuire

Absent: John Taylor

**Ex Officio Member -**

Present: R. Ben Bifoss

**Others:** Tim Arends, W. Peter Doren, Stephanie Tvardek, Scott Menhart, Tom Olney, Jessica Wheaton

The meeting was called to order at 5:15 p.m. by Chairman McGuire.

As requested by Spence, Agenda Item 2(b) was removed from the Consent Calendar for full discussion.

**Item 2 on the Agenda being Consent Calendar**

Moved by Carruthers, seconded by Budros, that the following actions, as recommended on the Consent Calendar portion of the Agenda as amended, be approved:

- a. Minutes of the Regular Meeting of May 28, 2013.
- b. *Removed from the Consent Calendar.*
- c. 2013-2014 Insurance Renewal.
- d. SUN Alliance Solar Garden Phase I Inter-Utility Agreement with Cherryland Electric Cooperative.
- e. MERS Resolution related to employee Glen Dine's request for additional credited service purchase.
- f. GIS Agreement between TCL&P and City of Traverse City.

CARRIED unanimously. (Taylor absent)

**Items Removed from the Consent Calendar**

- a. Consideration of a Decorative Lighting Policy.

The following individuals addressed the Board:

Tim Arends, Executive Director

Moved by Budros, seconded by Spence, that the Board adopts the Decorative Lighting Policy as amended and rescinds the Decorative Street Lighting Policy adopted 11/13/1990 with an immediate effective date.

CARRIED unanimously. (Taylor absent)

**Item 3 on the Agenda being Unfinished Business**

**3(a).** Consideration of Chamber Letter of Understanding.

The following individuals addressed the Board:

Tim Arends, Executive Director

W. Peter Doren, General Counsel

Laura Galbraith, Traverse City Area Chamber of Commerce

Moved by Budros, seconded by Palisin, that the Board authorizes \$50,000 (2012-13 budgeted line item: Conservation & Public Services, "Increased Energy Optimization Efforts") to the Traverse City Area Chamber of Commerce to fund the "*Chamber TCL&P Energy Efficiency Revolving Loan Fund Program*" conditioned upon the Chamber agreeing to earmark the funds for financing of qualified electric energy optimization projects of TCL&P customers only; and further authorizes the Executive Director to sign the Chamber TCL&P Energy Efficiency Revolving Loan Fund Second Letter of Understanding as amended.

CARRIED unanimously. (Taylor absent)

**Item 4 on the Agenda being New Business**

**4(a).** Consideration of Strategic Planning Service Order – Hometown Connections.

The following individuals addressed the Board:

Tim Arends, Executive Director

It was the consensus of the Board to table the motion until a later meeting.

**4(b).** Consideration of concurrence of Karla Myers-Beman for the position of Controller.

The following individuals addressed the Board:

Tim Arends, Executive Director

Moved by Carruthers, seconded by Palisin, that the Board concurs with the hiring of Karla Myers-Beman as the Controller for Traverse City Light & Power.

CARRIED unanimously. (Taylor absent)

**Item 5 on the Agenda being Appointments**

None.

**Item 6 on the Agenda being Reports and Communications**

a. From Legal Counsel.

1. W. Peter Doren announced a lawsuit has been filed as a result of the flooding of the Brown Bridge Dam.

b. From Staff.

1. Tom Olney provided an update on the status of the M-72 wind turbine.

The following individuals addressed the Board:

Tim Arends, Executive Director

c. From Board.

1. Jim Carruthers announced the city will be hosting a going away celebration for City Manager R. Ben Bifoss this Friday.

**Item 7 on the Agenda being Public Comment**

No one from the public commented.

There being no objection, Chairman McGuire declared the meeting adjourned at 6:12 p.m.

/st


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Tim Arends, Secretary  
LIGHT AND POWER BOARD



**TRAVERSE CITY  
LIGHT & POWER**

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**To:** Light & Power Board  
**From:** Tim Arends, Executive Director   
**Date:** June 25, 2013  
**Subject:** Traffic Signals Maintenance Agreement

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In February 2010 the City of Traverse City (“City”) and Traverse City Light & Power (“TCL&P”) entered into a Letter of Agreement (attached) that transferred the responsibility of traffic signal maintenance duties to TCL&P. Since that time, TCL&P has performed operation and maintenance of the City and Grand Traverse County Road Commission (GTCRC) traffic signals under an Agreement that existed between the City and GTCRC.

Since TCL&P is responsible for traffic signal maintenance, it is appropriate that a new contract be entered into between TCL&P and GTCRC. Attached is a proposed Agreement for your consideration. This Agreement is similar to the original Agreement with the City, which also includes detailed responsibilities in regard to signal operation and maintenance (Exhibit A), and the location of signals being maintained (Exhibit B). TCL&P invoices GTCRC monthly for the services it performs related to signal maintenance. The amount of reimbursement to the utility from GTCRC is approximately \$40K.

Staff recommends the Board agree to the terms of the Agreement as presented. In the coming weeks the Board will be presented with a similar agreement between TCL&P and the City. This item is appearing on the Consent Calendar as it is deemed a non-controversial item by staff. Approval of this item on the Consent Calendar means you agree with staff’s recommendation.

If any member of the Board or the public wishes to discuss this matter, other than clarifying questions, it should be placed on the “items removed from the consent calendar” portion of the agenda for full discussion. If after Board discussion you agree with staff’s recommendation the following motion would be appropriate:

**MOVED BY \_\_\_\_\_, SECONDED BY \_\_\_\_\_,**

**THAT THE BOARD AUTHORIZES THE SECRETARY AND CHAIRMAN TO ENTER INTO A TRAFFIC SIGNAL MAINTENANCE AGREEMENT BETWEEN TRAVERSE CITY LIGHT & POWER DEPARTMENT AND GRAND TRAVERSE COUNTY ROAD COMMISSION FOR TRAFFIC SIGNAL SERVICES; AND FURTHER AGREES TO THE TERMS AND CONDITIONS AS SET FORTH IN THE AGREEMENT SUBJECT TO APPROVAL AS TO SUBSTANCE BY THE EXECUTIVE DIRECTOR AND APPROVAL AS TO FORM BY GENERAL COUNSEL.**

## TRAFFIC SIGNAL MAINTENANCE AGREEMENT

THIS AGREEMENT for Traffic Signal maintenance within Grand Traverse County, Michigan, is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the TRAVERSE CITY LIGHT & POWER DEPARTMENT, a Michigan municipal electric utility, (“TCL&P”), of 1131 Hastings Street, Traverse City, Michigan 49686, and the GRAND TRAVERSE COUNTY ROAD COMMISSION, a quasi-municipal corporation, (the “Road Commission”), of 1881 LaFranier Road, Traverse City, Michigan, 49684,

### RECITALS

WHEREAS, the Road Commission owns certain electric traffic control devices that it wishes TCL&P to routinely maintain and for the Road Commission to provide back-up maintenance to TCL&P for maintaining City electric traffic control devices; and

WHEREAS, TCL&P maintains such traffic signals for the City; and

WHEREAS, each party has the personnel and equipment to maintain electronic traffic control devices; and

WHEREAS, this Agreement is made pursuant to the intergovernmental transfers of functions and responsibilities act. MCL 124.531 et seq., and the Intergovernmental Contracts between Municipal Corporations Act, MCL 124.1 et seq.;

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide for routine and special maintenance of certain Road Commission electronic traffic control devices (“County Traffic Signals”) by TCL&P and back-up maintenance by the Road Commission for its and the City’s electronic traffic control devices (“City Traffic Signals.” To the extent of the duties being undertaken in this Agreement, the Road Commission delegates to TCL&P its rights and privileges to maintain the County Traffic Signals described herein. Nothing herein shall alter the Road Commission’s responsibility and obligation under the terms of any agreement providing a funding source for County Traffic Signals within the Road Commission’s jurisdiction.
2. Term. This Agreement shall be effective as of the above date. The term of this Agreement is for five years from its effective date with an automatic renewal clause for a period of five (5) years unless any of the parties cancel this Agreement with no less than one year’s notice to the other party. However, either party may earlier terminate the Agreement by giving a one-year advance notice of the termination specifying the exact date of termination. Furthermore, after the date first written above, either party upon written request to the other party may require the other party to renegotiate within thirty (30) days, any or all cost matters associated with this Agreement.



3. Routine and Special Maintenance. TCL&P agrees to provide routine maintenance, defined in the attached Exhibit A, and special maintenance (trouble calls) for the County Traffic Signals identified in the locations on the attached Exhibit B, which is incorporated herein by reference. The Road Commission may add to and subtract from the maintenance or locations listed on Exhibit A or Exhibit B upon not less than seven (7) days written notice to TCL&P, with such notice being given simultaneously to TCL&P Executive Director and subject to his/her approval. The repair and maintenance of electric service poles and underground facilities are not covered by this Agreement.
4. Routine Maintenance Schedule. Routine maintenance consists of that maintenance which is performed periodically, but which is not in response to a known defect or problem. TCL&P shall conduct such routine maintenance according to a mutually agreed upon schedule and when specially requested by the Road Commission. Schedule permitting, the routine maintenance specially requested shall be completed within thirty (30) business days. Routine maintenance will be scheduled during normal working hours and will normally require two persons working on a signal.
5. Special Maintenance. Special maintenance consists of all maintenance and repair that is not routine maintenance. During normal utility working hours, requests for special maintenance shall be made to TCL&P. Special maintenance will normally be handled by one person, with a second person being called, if needed, or when the aerial bucket truck is used. Special maintenance requests will be handled by a Utility Signal Technician and a second Utility Signal Technician shall be utilized as a back-up person when needed. Efforts will be made to complete special maintenance within the time directed by the requesting party.
6. Back-Up Maintenance. The Road Commission agrees to provide back-up maintenance for routine maintenance and special maintenance on all City Traffic Signals when TCL&P maintenance personnel are unavailable and when requested by TCL&P or the City through its Police Department in the manner that the Road Commission's schedule permits.
7. Employees and Contractors. In the event of an emergency, either party may, in its sole discretion, discharge the maintenance duties described herein with its own employees or by selecting and contracting with an outside contractor or licensed electrician. In the event a contractor is used, the billing will be sent directly to the party owning the device which received the service from the contractor, who agrees to promptly pay such billing.
8. Costs. The party receiving maintenance service shall pay the other party's actual cost for all work involved in the maintenance of electronic traffic control devices described in this Agreement. A party shall pay the other for the employee's regular hourly rate based on the contemporaneous collective bargaining agreements, per hour, per person, at normal rates or, as necessary, at overtime rates, and shall pay for the minimum hours of call-in time as may be required including a 40% labor

overhead charge to cover the cost of employee benefits. Each party shall pay the prevailing rental rates for equipment used while maintaining signals.

9. Signal Parts. Each party will maintain its own inventory of parts used for maintenance and repair of electronic traffic control devices. Inventory owned by a party shall not become the property of the other until the time of installation into the other's signal. At the time of such installation, the current cost for the part shall be charged to the appropriate party.
10. Records. Each party shall maintain records required for good maintenance and accounting purposes and shall make those available to the other during normal business hours for inspection.
11. Notices. Notices and requests to be made under this Agreement shall be made in the following manner:

If to the Road Commission:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Telephone  
\_\_\_\_\_ Email

cc: Jim Cook  
[jcook@gtrc.org](mailto:jcook@gtrc.org)

If to TCL&P:

Traverse City Light & Power Department  
Attn: Executive Director  
1131 Hastings Street  
Traverse City, MI 49686  
(231) 922-4940 \_\_\_\_\_ Telephone  
\_\_\_\_\_ Email

cc: Timothy Arends  
[tarends@tclp.org](mailto:tarends@tclp.org)

12. Transfer of Employees. There are no transfers of employees required or contemplated by this Agreement.
13. Concurrent Resolution. This contract must be approved by concurrent resolution of the governing body of each party.
14. Secretary of State. A copy of this Agreement shall be filed with the Michigan Secretary of State.
15. Independent Contractor. The parties shall be considered an independent contractor and not an agent or employee of the other parties. Each party shall remain

responsible for any claims arising out of their own acts or omissions during the performance of this agreement, as provided by law. This agreement is not intended to increase or decrease the parties' liability for, or immunity from, tort claims.

16. Hold Harmless. The parties agree to hold each other, their officers, agents and employees, harmless from and against all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of the performance of this Agreement which are caused in whole or in part by the negligent acts or omissions of a party in performing the service under this Agreement, or that of anyone employed by them to the extent that the parties have insurance coverage for such claims, damages, losses and expenses.
17. Insurance. Each party agrees to maintain at all times while this Agreement is in effect worker's compensation insurance pursuant to Michigan law and comprehensive general liability coverage insurance with a maximum deductible of \$5,000, and with minimum coverage of \$5,000,000. Each party agrees to add the other as an additional insured for the comprehensive general insurance. Upon request, each party shall provide a certificate of insurance showing current insurance coverage according to the above requirements.
18. Non-Discrimination. The parties agree not to discriminate against an employee or applicant for employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement. The parties agree to require similar provisions from any subcontractors.
19. 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.

20. Entire Agreement. This contract, together with all items incorporated herein by reference, constitutes the entire agreement of the parties. No other statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the parties.
  
21. Third-Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.
  
22. Force Majeure. If either party is prevented or delayed in the performance of any of its obligations under this Agreement due to Force Majeure (defined below), that party will provide written notice to the other party specifying the nature and expected duration of the Force Majeure. The performance of the party invoking Force Majeure with respect to any obligation will be excused and the time for performance extended, but only for the period of delay or inability to perform due to Force Majeure. If the total of any period of delay or inability to perform due to Force Majeure asserted by either party during the Term equals or exceeds 30 consecutive days, the other party will have the right, at its option, to either terminate this Agreement by written notice or to continue to excuse the first party's performance for the period of any delay or inability to perform due to Force Majeure. As used in this Agreement, "Force Majeure" shall mean any act of God, fire, casualty, flood, war, strike, lockout, labor trouble or any other circumstances beyond the reasonable control of the party asserting it that prevents or delays the performance of any of its obligations under this Agreement.

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

TRAVERSE CITY LIGHT &  
POWER DEPARTMENT

GRAND TRAVERSE COUNTY  
ROAD COMMISSION

By: \_\_\_\_\_  
Pat McGuire, Chairman

By: \_\_\_\_\_  
David L. Taylor, Chair

By: \_\_\_\_\_  
Timothy J. Arends, Secretary

By: \_\_\_\_\_  
Debra J. M. Hunt, Clerk of the Board

Approved as to Substance:

Approved as to Substance:

\_\_\_\_\_  
Timothy J. Arends, Executive Director

\_\_\_\_\_  
Jim Cook, Road Commission Manager

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
W. Peter Doren, General Counsel  
Traverse City Light & Power

\_\_\_\_\_  
Karrie A. Zeits, General Counsel

# EXHIBIT A

## **MONTHLY ROUTINE MAINTENANCE**

- Inspect controller and cabinet for proper operation, damage, and graffiti.
- Check operation of the fan.
- Inspect all vehicular and pedestrian signals for proper operation, alignment, visibility and replace outages found.
- Check operations of all pedestrian pushbuttons and crosswalk signals.
- Verify correct clock settings in the controller, correct as needed.
- Visually check for wear and function of controllers.
- Inspect illuminated street name signs for proper operation, including lamps and photocells.
- Test emergency/transit pre-emption.
- Check that intersection is adequately serving traffic demands.
- Complete maintenance checklist, noting any comments.
- Manually record inspection date and time in controller cabinet and log details in the file checklist on the Server. Send confirmation of monthly inspection with recommendations by intersection to your Supervisor.

## **3 - MONTH ROUTINE MAINTENANCE (In addition to monthly)**

- Visually inspect roadway along loop detectors for possible exposed wires, cracks and pot holes.
- Check manual operation.
- Check pull box covers.
- Check controller cabinet filter.
- Check and verify timing on School Flashers
- Note vegetation preventing access to or visibility of traffic controls.
- Check detector amplifiers and tune if needed.
- Reset vehicle detectors and observe detection operation
- Inspect cameras, clean lenses, and check coaxial connections
- View that camera detection is operational where applicable
- Manually record inspection date and time in controller cabinet and log details in file checklist on the Server. Send confirmation of 3-month inspection with recommendations by intersection to your Supervisor.

## **6 - MONTH ROUTINE MAINTENANCE (In addition to monthly and 3-month)**

- Check ground rod clamp and wire.
- Check wire schematics and records to make sure they are in the cabinet.
- Check operation of ground fault receptacle.
- Measure voltage at service inputs in cabinet and record.
- Visually check integrity of splices.
- Verify controller signal timing plans against the time sheet. Forward any discrepancies to the immediate Supervisor.
- Test the battery back-up system.
- Manually record inspection date and time in controller cabinet and log details in the file checklist on the Server. Send confirmation of 6-month inspection with recommendations by intersection to your Supervisor.

**YEARLY ROUTINE MAINTENANCE (In addition to monthly, 3 and 6-month)**

- Clean and polish all lenses and reflectors, as needed.
- Test the conflict monitor unit.
- Inspect measurements of overhead equipment. Adjust to min 15' to max 19' height.
- Vacuum and clean controller cabinet and contents.
- Replace cabinet filter.
- Check weatherproof gasket seal on controller cabinets.
- Check for water accumulation and duct sealant.
- Lubricate hinges and lock on controller cabinets
- Tighten and/or secure all lugs and screws.
- Secure all breakers in place.
- Check indicator lamps.
- Check all connectors.
- Check detector extensions.
- Check load switches.
- Check relays.
- Verify flash rate.
- Spot check LED luminosity
- Save and clear log in controller for faults and monitor.
- Manually record inspection date and time in controller cabinet and log details in the file checklist on the Server.  
Send confirmation of yearly inspection with recommendations by intersection to your Supervisor.

## EXHIBIT B

This Exhibit details all signal locations by ownership that require routine maintenance under the Agreement:

<b>Traffic Control Inventory-Signals &amp; Flashers for Grand Traverse County Road Commission</b>
<b>Location:</b>
<b>Garfield/Cherry Land Mall</b>
<b>Garfield/S. Airport</b>
<b>Garfield/Hammond</b>
<b>Garfield/Birmley</b>
<b>S. Airport/Three Mile</b>
<b>S. Airport/Barlow</b>
<b>S. Airport/Park</b>
<b>S. Airport/Logans Landing</b>
<b>S. Airport/Cass</b>
<b>S. Airport/Veterans</b>
<b>S. Airport/GT Mall/Crossings</b>
<b>S. Airport/W. Silver Lake</b>
<b>North Long Lake/Barnes</b>
<b>North Long Lake/Zimmerman</b>
<b>North Long Lake/West Jr. High/Herkner</b>
<b>Silver Lake /Zimmerman</b>
<b>Silver Lake/Barnes</b>
<b>Silver Lake/Copper</b>
<b>Silver Lake/Franke</b>
<b>Parsons/Three mile</b>
<b>Hammond/Three Mile</b>
<b>Hammond/Four Mile</b>
<b>Birmley/Keystone</b>
<b>Hammond/Keystone</b>
<b>W. Front/Cedar Run</b>
<b>Hammond/LaFranier</b>
<b>Five Mile/Holiday Hills</b>
<b>Cedar Run/Harris (Flasher)</b>
<b>Keystone/Park (Flasher)</b>
<b>Karlin/Nesson City (Flasher)</b>
<b>North Long Lake/Sr High School (Flashers)</b>
<b>North Long Lake/Gilbert Park (Flashers)</b>
<b>West Wood School/Fisher Rd School (Flashers)</b>
<b>Woodland Charter School/Supply Rd. (Flashers)</b>
<b>West Middle School/Silver Lake (Flashers)</b>
<b>Garfield/PotterRrd. (Flasher)</b>



LETTER OF AGREEMENT  
BETWEEN  
CITY OF TRAVERSE CITY,  
TRAVERSE CITY LIGHT & POWER,  
TEAMSTERS, COUNTY, AND MUNICIPAL LOCAL 214, and  
UTILITY WORKERS UNION OF AMERICA, AFL-CIO LOCAL 295  
Regarding  
TRANSFER OF SIGNAL MAINTENANCE OPERATOR I & II/EQUIPMENT  
OPERATOR POSITIONS  
FROM CITY OF TRAVERSE CITY TO TRAVERSE CITY LIGHT & POWER

WHEREAS, the City of Traverse (the "City") has two positions within its Department of Public Services who are trained in and skilled in signal maintenance and equipment operation, Signal Maintenance I/Equipment Operator and Signal Maintenance II/Equipment Operator (the "Positions"); and

WHEREAS, the Positions are a member of and represented by the Teamsters, County, and Municipal Local 214 (the "GME Union"); and

WHEREAS, the City desires to transfer the Signal Maintenance II/Equipment Operator Position ("Position II") to Traverse City Light & Power ("TCL&P) and re-classify the Signal Maintenance I/Equipment Operator Position ("Position I") under the terms and conditions set forth in this Letter of Agreement; and

WHEREAS, TCL&P desires that Position II be transferred to its operations under the terms and conditions set forth in this Letter of Agreement and to maintain and operate the Traffic Signal System (the "System") currently maintained and operated by the City, an inventory of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Utility Workers Union of America, AFL-CIO, Local 295 (the "TCL&P Union") is willing to include Position II within its membership and agrees to represent Position II in its employment relationship with Traverse City Light & Power under the terms and conditions set forth in this Letter of Agreement; and

WHEREAS, the GME Union is willing to release Position II from membership in its Union and remove Position II and its pay grade from the Collective Bargaining Agreement between the City and the GME Union and reclassify Position I under the terms and conditions set forth in this Letter of Agreement;

THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

1. Effective 2-2-10, Position II shall be transferred to TCL&P's operations and Position II will cease to be a Position within the City's Department of Public Services or

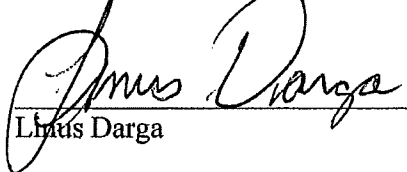
a Position and paygrade in the Collective Bargaining Agreement between the City and the GME Union. At the time of transfer, Position II shall become a member of and be represented by the TCL&P Union.

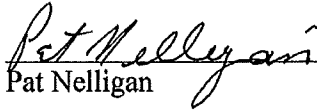
2. Upon transfer, TCL&P shall be responsible for providing and funding all compensation and benefits of Position II.
3. Position II shall be classified as follows within the TCL&P Union: Senior Traffic Signal Technician (Range 4).
4. The employee transferred shall carry the seniority he has earned to the date of transfer under the Agreement between the City and the GME Union to the TCL&P Union Position II, Senior Traffic Signal Technician, is classified within. All other benefits and terms and conditions of the employment relationship between the employee transferred shall be as provided in the Agreement between TCL&P and the TCL&P Union.
5. Effective 2-2-10, Position I will be re-classified from a Signal Maintenance I/Equipment Operator to an Equipment Operator, Grade 7. The employee currently in Position I will remain in the GME Union and he will maintain his current wage, benefits and seniority.
6. Upon transfer of Position II, ownership of the current System inventory shall be transferred to TCL&P. The stored equipment and supplies shall be moved to TCL&P property within one year of the date of this agreement, otherwise TCL&P shall reimburse to the City rent in the amount the City is charged for such storage.
7. TCL&P will be responsible for all maintenance and operational costs associated with the System.
8. The parties to this Agreement hereby agree that except as specifically modified herein, the terms and conditions of the Collective Bargaining Agreements between the Unions and the Employers shall be and remain the same.

All other terms and conditions of the Agreement between the City and the GME Union and TCL&P and the TCL&P Union shall remain unchanged.


Dated: 1-20-10

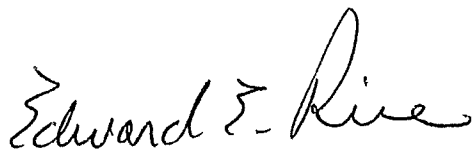
FOR THE EMPLOYEES:

  
Luis Darga


  
Pat Nelligan

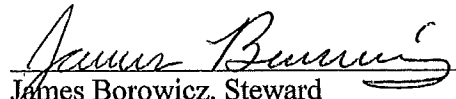
FOR THE EMPLOYERS:

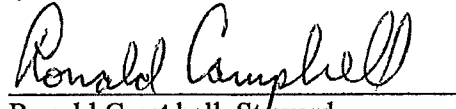
  
R. Ben Bifoss, City Manager

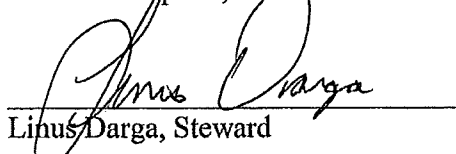
  
Edward E. Rice, Executive Director

FOR THE UNIONS:

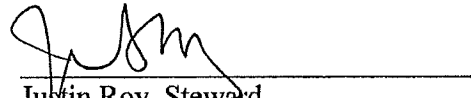
  
Robert Donick, Business Agent,  
Teamsters Local 214


  
James Borowicz, Steward

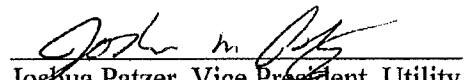
  
Ronald Campbell, Steward

  
Linus Darga, Steward

  
Branden Morgan, Steward

  
Justin Roy, Steward

  
Corey Schichtel, President, Utility  
Workers Union of America, AFL-  
CIO, Local 295


  
Joshua Patzer, Vice President, Utility  
Workers Union of America, AFL-  
CIO, Local 295

FOR THE LIGHT & POWER BOARD MEETING OF JUNE 25, 2013



TRAVERSE CITY  
LIGHT & POWER

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**To:** Light & Power Board  
**From:** Tim Arends, Executive Director   
**Date:** June 25, 2013  
**Subject:** Dark Fiber Services Agreement – GTACS

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In partnership with Traverse City Area Public Schools (“TCAPS”), Traverse City Light & Power (“TCL&P”) and TCAPS constructed a dark fiber network in 2008 throughout and around the city for the benefit of communications to their respective buildings. In addition to the owners’ use, TCL&P leases fiber to other entities to allow for their communication needs which helps to financially offset the capital costs in constructing the network. Currently, TCL&P has agreements (fiber customers) with Munson Medical Center, City of Traverse City, Grand Traverse County, and TCL&P for its communications with its substations and the Governmental Center.

In January TCL&P was asked to submit a bid for dark fiber services to serve Grand Traverse Area Catholic Schools (GTACS) as they are upgrading their networking infrastructure currently being served by a radio solution from their networking consultants, MNW Telecom. TCL&P submitted a bid using the board approved tariff rate for fiber services and subsequently was selected to provide those services to GTACS. The GTACS buildings to be served include: Immaculate Conception Elementary School, St. Elizabeth Ann Seton Middle School, and St. Francis High School. These sites will be tied to a fourth site located on Cass Road at a TCAPS building which already has fiber installed.

Attached is a proposed agreement for the Board’s consideration that would allow TCL&P to serve GTACS for dark fiber services. The agreement requires service by August 1<sup>st</sup> with the first billing on September 1<sup>st</sup>. Revenues from the agreement would provide an additional \$26,400 per year to the Fiber Fund; annual revenues escalate by inflation during renewal terms. The initial term is for five years, with three five-year renewal terms. Over the 20 year agreement the Fiber Fund would receive in excess of \$500K in revenue.

Staff recommends the Board’s approval of the Agreement between TCL&P and MNW Telecom to provide dark fiber services to GTACS. This item is appearing on the Consent Calendar as it is deemed a non-controversial item by staff. Approval of this item on the Consent Calendar means you agree with staff’s recommendation.

If any member of the Board or the public wishes to discuss this matter, other than clarifying questions, it should be placed on the “items removed from the consent calendar” portion of the agenda for full discussion.

If after Board discussion you agree with staff’s recommendation the following motion would be appropriate:

(RECOMMENDED MOTION ON FOLLOWING PAGE)

**MOVED BY \_\_\_\_\_, SECONDED BY \_\_\_\_\_,**

**THAT THE BOARD AUTHORIZES THE SECRETARY AND CHAIRMAN TO EXECUTE A DARK FIBER SERVICES AGREEMENT WITH MNW TELECOM ON BEHALF OF GTACS, AND FURTHER AGREES TO THE TERMS AND CONDITIONS A SET FORTH IN THE AGREEMENT SUBJECT TO APPROVAL AS TO SUBSTANCE BY THE EXECUTIVE DIRECTOR AND AS TO FORM BY GENERAL COUNSEL.**

**MAPLENET WIRELESS**  
**DARK FIBER SERVICES AGREEMENT**

THIS DARK FIBER SERVICES AGREEMENT (“Agreement”) is made and entered into as of the 2nd day of April, 2013, by and between the TRAVERSE CITY LIGHT & POWER DEPARTMENT, a Michigan municipal electric utility, whose address is 1131 Hastings Street, Traverse City, Michigan 49686 (“TCL&P”), and MNW Telecom, whose address is 4561 Pine Creek Road, Elkhart, In 46516, (“Customer”).

**RECITALS**

**WHEREAS**, TCL&P owns and/or operates fiber optic communications systems in metropolitan Traverse City (“TCL&P Systems”) as generally depicted and/or described on Exhibit 1 attached hereto (“TCL&P System Routes”); and

**WHEREAS**, Customer desires to obtain the exclusive right to use certain fibers (“Customer Fibers”) in TCL&P’s fiber optic cable (“Cable”) to provide a service to Grand Traverse Area Catholic Schools (“End User”) which are further described in Exhibit 1; and

**WHEREAS**, TCL&P is willing to grant Customer the exclusive right to use the Customer Fibers subject to the terms and conditions contained herein.

**NOW THEREFORE**, in consideration of the foregoing Recitals and the covenants and agreements set forth below, TCL&P and Customer hereby agree as follows:

**ARTICLE I**  
**DEFINITIONS**

For purposes of this Agreement, words spelled with initial capital letters (other than proper names, section headings, and the beginnings of sentences) shall have the defined meanings set forth in the applicable provisions of this Agreement or in this Article I.

- 1.01 **“Acceptance Date”** shall mean the date that Customer delivers a Notice of Acceptance to TCL&P or the date that Customer uses the Customer Fibers for the purpose of delivering communications traffic (other than traffic which is transmitted only and solely for the purpose of testing the performance of the Customer Fibers).
- 1.02 **“Affiliate”** shall mean any Person that is directly or indirectly controlled by, or is under the common control with, the Customer and includes contractors of customers on the sites being served.
- 1.03 **“Costs”** shall mean the actual, reasonable direct costs paid or payable in accordance with the accounting procedures generally used by TCL&P including (i) direct costs and out of pocket expenses on a direct pass-through basis, (ii) internal labor costs, direct wages and salaries and overhead, and (iii) external costs of contractors, subcontractors or others providing service to TCL&P.

- 1.04 **“Customer Agreement” or “Agreement”** shall mean this Agreement entered into between Customer and TCL&P.
- 1.05 **“Dark Fiber Services”** shall mean the delivery of dark fiber and associated services to Customer pursuant to the terms and conditions of this Agreement and the Customer Agreement.
- 1.06 **“ERU”** shall mean the exclusive right to use the Customer Fibers.
- 1.07 **“Governmental Authority”** shall mean any federal, state, regional, county, city, municipal, local, territorial, or tribal government, whether foreign or domestic, or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing, including without limitation, courts, public utilities and other authorities.
- 1.08 **“Person”** shall mean any natural person, corporation, partnership, limited liability company, business trust, joint venture, association, company or Governmental Authority.
- 1.09 **“End User”** shall mean Grand Traverse Area Catholic Schools.
- 1.10 **“TCAPS Fiber”** shall mean the section of fiber optic cable from Hammond at Lafranier to TCAPS Data Center.
- 1.11 **“Construction Date”** shall mean the desired date for which the system has been constructed and fully tested.

## ARTICLE II GRANT OF RIGHTS

- 2.01 **Dark Fiber Services:** Customer has requested Dark Fiber Services and an exclusive right to use the Customer Fibers as set forth in Exhibit 1.
- 2.02 **Grant of ERU:** As of the Acceptance Date, TCL&P hereby grants to Customer and Customer hereby acquires from TCL&P an exclusive right of use for the purposes and subject to the limitations described herein, of the Customer Fibers along the TCL&P System Route (the “ERU”). During the Term of this Agreement, TCL&P shall not grant any other Person the right to use the Customer Fibers.
- 2.03 **Customer Fibers:** Exhibit 1 identifies the number of fibers, route mileage, configuration and consideration for the Customer Fibers to be granted to Customer hereunder.

## ARTICLE III USE OF CUSTOMER FIBERS

- 3.01 **Customer Representation and Warranty:** Customer represents and warrants that it will use the Customer Fibers and the ERU granted hereunder in compliance with all applicable codes, ordinances, laws, rules and regulations of any applicable Governmental Authority.
- 3.02 **Permitted Use:** Subject to the provisions of this Agreement, Customer may use the Customer Fibers and the ERU for any lawful purpose including providing service to an authorized third party. Customer acknowledges and agrees that it has no right to use any fibers, other than the Customer Fibers, included or incorporated in the TCL&P System, and that Customer shall keep any and all of the TCL&P System free from any liens, rights or claims of any third party attributable to Customer.
- 3.03 **Prohibited Use:** During the Term Customer shall have no right to, and TCL&P may enjoin Customer from any attempt to, assign, sell, lease, sublease, transfer, or grant an indefeasible right of use or other similar right or interest in the ERU, or the Customer Fibers of this Agreement to anyone other than an agreed upon third party end user.
- 3.04 **No Liens by TCL&P:** TCL&P agrees to keep any and all of the Customer Fibers free from any lien, rights or claims of any third party attributable to TCL&P which may materially and adversely affect the right of Customer to use the Customer Fibers hereunder. Notwithstanding the foregoing, nothing herein shall in any way limit TCL&P's right to assign this Agreement or pledge any interest in and to the TCL&P System or the Customer Fibers as collateral for indebtedness in favor of bondholders, a bank or creditor as part of security interest in the assets of TCL&P.

**ARTICLE IV**  
**CONSIDERATION**

- 4.01 **ERU Fee:** In consideration for the ERU granted to Customer hereunder, Customer agrees to pay to TCL&P the sums, and at the time or times, set forth on Exhibit 2 (the "ERU Fee").
- 4.02 **Other Fees:** In addition to the ERU Fee, Customer shall pay directly or reimburse TCL&P for all other sums, costs, fees and expenses which are expressly provided to be paid by Customer under this Agreement.
- 4.03 **Invoices:** TCL&P will send to Customer in advance invoices for payment of the ERU Fee and any other amounts due and owing hereunder. Customer shall pay such invoiced amounts within forty-five (45) days.
- 4.04 **Late Payments:** Any sums not paid when due hereunder shall be subject to a late payment interest charge of twelve (12) percent per annum.



- 4.05 **Failure to make payments:** In addition to any other rights and remedies under this Agreement failure to make any payment when due hereunder (inclusive of the applicable cure period) shall be a default in a material term of this Agreement.

## ARTICLE V TERM

- 5.01 **Term:** This Agreement shall commence as of the agreed upon Construction Date as shown in Exhibit 1 and shall continue in full force and effect for the Initial Term of five (5) years unless terminated earlier or extended under the terms of this Agreement. Customer may renew this Agreement for three (3) additional five (5) year periods (each a “Renewal Term” and together with the Initial term, the “Term”) by giving TCL&P written notice at least ninety (90) calendar days before to the end of the Initial Term or any Renewal Term. If Customer does not so notify TCL&P of renewal or termination, this Agreement shall continue in effect on a month-to-month basis, until terminated by either party upon at least thirty (30) Calendar Days prior written notice to the other party. TCL&P shall have the right to increase the ERU Fee and the Recurring Charge at the beginning of a Renewal Term in accordance with Exhibit 2.
- 5.02 **Expiration/Termination:** The Term of this Agreement shall continue until the earlier of (a) the end of the Term, if any, set forth above or (b) termination by either party in accordance with this Agreement.
- 5.03 **Multiple Site Connection.** The parties intend that all sites listed on Exhibit 1 will be connected to each by the desired construction date listed in Exhibit 1.

## ARTICLE VI AUTHORIZATIONS

- 6.01 **TCL&P Authorizations:** TCL&P represents and warrants that it has obtained or will obtain all regulatory approvals, franchises, permits, orders, consents and rights-of-way, either by contract, franchise or some other agreement, and all other rights necessary (all of which are collectively referred to herein as the “Authorizations”) to be obtained by TCL&P to enable it to construct, install and provide the Customer Fibers, grant the ERU to Customer, and perform all other rights and obligations hereunder. TCL&P shall use commercially reasonable efforts to cause such Authorizations to remain effective through the Term and any extensions thereof (or to replace such Authorizations with suitable replacement Authorizations). In the event that any Authorizations are discontinued and not replaced and the loss of such Authorizations prohibits the use of the Customer Fibers, TCL&P shall issue a rebate (excluding non-recurring one-time costs) to Customer. The amount of the rebate shall be the pro-rata portion of the ERU Fee allocable to the remainder of the Term, in proportion to the number of fiber miles.

- 6.02 **Customer Authorizations:** Customer represents and warrants that it has obtained or will obtain prior to the Acceptance Date all Authorizations to be obtained by Customer necessary to enable it to use, operate, or access the Customer Fibers and the ERU granted hereunder and to perform all other rights and obligations hereunder. Customer shall use commercially reasonable efforts to cause such Authorizations to remain effective through the Term and any extensions thereof (or to replace such Authorizations with suitable replacement Authorizations.) The failure of Customer to maintain any Authorizations hereunder shall be default pursuant to Article XIX hereof.

**ARTICLE VII**  
**CONSTRUCTION, TESTING AND ACCEPTANCE**

- 7.01 **Fiber Optic Cable:** The Customer Fiber will meet or exceed the Industry standards for high quality long haul Single Mode Fiber operating in the 1310 nm and 1550 nm frequency range.
- 7.02 **Testing:** TCL&P shall test the Customer Fibers in accordance with the testing procedures and standards also specified in Exhibit 3 (“Acceptance Testing Procedures”).
- 7.03 **Completion:** When TCL&P reasonably determines the Customer Fibers have satisfied the Acceptance Testing Procedure, TCL&P shall provide a written notice of completion to Customer (“Notice of Completion”).
- 7.04 **Customer Acceptance or Rejection:** Customer shall, within twenty-one (21) days of receipt of the Notice of Completion, either accept the Customer Fibers by delivering a notice of acceptance to TCL&P (“Notice of Acceptance”) or reject the Customer Fibers by delivering a notice of rejection (“Notice of Rejection”) to TCL&P specifying the defect or failure to meet the Specifications. The date of the Notice of Acceptance or any Deemed Acceptance, as defined herein, shall be the customer acceptance date (“Acceptance Date”). In the event Customer delivers a Notice of Rejection to TCL&P, TCL&P shall promptly, and at no cost to Customer, remedy the defect or failure specified in the Notice of Rejection. Thereafter, TCL&P shall again give Customer a Notice of Completion with respect to the Customer Fibers. Subject to Customer’s rights under Article XVIII to terminate a Service Order or this Agreement as provided for herein, the foregoing procedure shall apply again and successively thereafter until TCL&P has remedied all defects or failures specified by Customer. In the event Customer delivers two (2) Notices of Rejection for the same defect or failure and in both instances, TCL&P fails to find or cannot confirm any such defect or failure, then Customer shall pay TCL&P’s Costs associated with its investigation of the Notice of Rejection. Any failure of Customer to deliver a Notice of Rejection by the twenty first (21<sup>st</sup>) day after Customer’s receipt of the Notice of Completion or any use by Customer of the Customer Fibers for the purpose of delivering communications traffic (other than traffic which is transmitted only and solely for the purpose of testing the performance of the Customer Fibers) shall be deemed to constitute Acceptance (“Deemed Acceptance”).

**ARTICLE VIII**  
**ACCESS**

- 8.01 **TCL&P Control:** TCL&P shall control all activities concerning access to the TCL&P System, including the Customer Fibers.
- 8.02 **Work by TCL&P:** Any work required respecting the TCL&P System or the Customer Fibers required by Customer for any reason, including, without limitation, splicing of the Customer Fibers or the installation of handholes or other access points along the TCL&P System Route, shall be undertaken only by TCL&P at Customer's request as set forth in this Agreement.
- 8.03 **TCL&P Negligence Or Willful Misconduct:** Customer shall not have any obligation to reimburse TCL&P for any Costs if such Costs were incurred or arose out of TCL&P's negligence or willful misconduct or TCL&P's breach of this Agreement.

**ARTICLE IX**  
**OPERATIONS**

- 9.01 **No Interference By Customer:** Customer shall not interfere with, or materially or adversely affect the use by any other Person of the TCL&P System and/or any electronic or optronic equipment used by such Person in connection therewith.
- 9.02 **No Interference By TCL&P:** TCL&P shall not interfere with, or materially or adversely affect or permit another Person under the control of TCL&P to interfere with, materially or adversely affect Customer's use of the Customer Fibers and/or any optronics, electronics, electric, optronic, or other equipment or related facilities used by Customer in connection therewith; provided, however, that TCL&P shall not be required to alter pre-existing uses of the TCL&P System to avoid adversely affecting new and presently unanticipated uses of the Customer Fibers by Customer. If a Person materially, adversely affects Customer's use of the Customer Fibers and such Person is in any way leasing, licensing or otherwise using (through an ERU or otherwise) any part of the TCL&P System, TCL&P shall require that such Person cease using the TCL&P System until such Person can do so without causing such material, adverse affect on Customer.
- 9.02 **No Obligation To Supply Electronics:** Customer acknowledges and agrees that TCL&P is not supplying nor is TCL&P obligated to supply to Customer any optronics or electronics or optical or electrical equipment, any related facilities, or any space for the placement thereof (except as agreed in any Customer Agreement or any other agreement executed by the Parties), all of which are the sole responsibility of Customer.

**ARTICLE X**  
**MAINTENANCE AND REPAIR OF THE CUSTOMER FIBERS**

- 10.01 **TCL&P to Maintain and Repair:** From and after the Acceptance Date, the maintenance and repair of the TCL&P System including without limitation TCAPS and Customer Fibers, shall be provided in accordance with the terms and conditions set forth herein. When performing maintenance and repairs, TCL&P shall in all cases use commercially reasonable efforts to minimize disruption of Customer's business operation and treat the Customer Fibers with at least as high a priority (subject to applicable law) as TCL&P treats any and all other fibers or Persons. All preventive maintenance and reactive maintenance (as defined herein) shall be performed by TCL&P at TCL&P's cost as part of the Recurring Charge set forth in Article III below. Customer shall reimburse TCL&P for its proportionate share of the Costs of any unscheduled or emergency maintenance and repair of the Customer Fibers which allocation shall be based upon the total number of fibers within the affected segment of the TCL&P System except to the extent such unscheduled or emergency maintenance is caused by the negligence or willful misconduct of TCL&P or Customer in which case the Party causing such negligence or willful misconduct shall bear all Costs.
- 10.02 **No Maintenance By Customer:** Customer shall not, by itself or by or through any agent or contractor, make any repair to or replacement of the Customer Fibers or any other equipment owned by TCL&P.
- 10.03 **TCL&P Emergency Control Center:** TCL&P shall operate and maintain one emergency control center staffed by trained and qualified personnel beginning with the Acceptance Date at least two (2) connected sites shown on Exhibit 1. Customer shall promptly report the need for any unscheduled or emergency maintenance in Accordance with the procedures set forth herein using TCL&P's service number, which is 1-231-922-4942.
- 10.04 **Right to Subcontract:** TCL&P shall have the right to subcontract any maintenance performed hereunder for Customer, provided that TCL&P shall require any subcontractor to perform in accordance with the requirements and procedures set forth in this Agreement and all applicable industry standards. The use of any such subcontractor shall not relieve TCL&P of any of its obligations hereunder.
- 10.05 **Notice to Customer:** TCL&P shall give the Customer at least seven (7) days advance notice of preventive maintenance that includes an interruption of signal continuity.
- 10.06 **Preventive Maintenance:** Preventive maintenance is defined as the routine maintenance and repair of dark fiber. TCL&P performs routine maintenance, repair checks and services, including preventive inspections, as determined necessary by TCL&P to maintain dark fibers within the agreed upon specifications. Maintenance is performed to

the TCL&P demarcation point. Customer may also request additional routine maintenance on dark fiber based on the backbone and on any secondary laterals past the TCL&P demarcation points on an individual case basis by detailing the request to TCL&P. Annual operation and maintenance charges (“Recurring Charge”) do not provide coverage for any fiber laterals past the TCL&P demarcation points. All costs incurred for the additional maintenance and services are charged back to the requesting customer.

- (a) Normal preventive maintenance activities performed by TCL&P include, but are not limited to:
  - (i) Patrol and monitoring of the TCL&P backbone on a regularly scheduled basis;
  - (ii) Regular testing to establish thresholds for quality assurance on the TCL&P backbone;
  - (iii) Establishment and operation of a “Call-Before-You-Dig” program; and
  - (iv) Performance of all required cable locates and record-keeping on the TCL&P backbone.
- (b) In the event that preventive maintenance is canceled or delayed, TCL&P shall notify Customer at the earliest opportunity to reschedule the activity.

**10.07 Reactive Maintenance:** Reactive maintenance is any non-routine maintenance and repair of dark fiber not identified as preventive maintenance, including repairs required as a result of cable cuts or natural or man-made disasters. Reactive maintenance is repair activity performed in response to any of the following:

- (a) Notification by the customer or notification by third party of any failure;
- (b) Interruption or impairment of dark fiber; and
- (c) Any event likely to cause the failure, interruption or impairment of dark fiber.

**10.08 Temporary Repairs:** TCL&P representatives are equipped to communicate with the customer during emergency unscheduled maintenance in order to provide regular updates throughout the repair process. When correcting or repairing cable discontinuity or damage, TCL&P uses reasonable efforts to respond, within 4 hours, to the customer to determine the repair of traffic-affecting problems within the time frames agreed to by both the customer and TCL&P. In order to meet those repair deadlines, TCL&P may approve temporary repairs until a more permanent repair is completed. Typically, TCL&P will be on-site, within the agreed to time, after receiving notice and service will be restored as soon as feasible. Within twenty-four (24) hours after completing a temporary repair, TCL&P begins planning for permanent repair, notifies the customer of those plans, and then implements permanent repairs as soon as possible.

**ARTICLE XI**  
**RELOCATION, REPLACEMENT AND CONDEMNATION**  
**OF CUSTOMER FIBERS**

- 11.01 **Relocation Request by Third Party:** If TCL&P receives notice of any request, intent or plan by any third party (“Relocation Request”), including but not limited to any Governmental Authority, to relocate any segment of TCL&P’s System Route affecting the Customer Fibers, TCL&P shall notify Customer of such Relocation Request and shall keep Customer advised of the status of any such proceedings and negotiations related thereto. If relocation is required as a result of any such Relocation Request, TCL&P shall give Customer at least sixty (60) days (or such lesser period of notice that TCL&P may have received) prior written notice of any such required relocation (“Relocation Notice”) including an estimate of the cost of such relocation. TCL&P shall relocate the Customer Fibers and TCL&P shall seek reimbursement for the costs of such relocation from the third party or Governmental Authority.
- 11.02 **Relocation Request by Customer.** If the Customer requests relocation of any segment of TCL&P’s System Routes, the Customer shall pay for such relocation if TCL&P does relocate the segment.
- 11.03 **Substitution by TCL&P:** Upon not less than ninety (90) days written notice from TCL&P to Customer, TCL&P may, at its option, subject to Customer’s prior written approval (which approval shall not be unreasonably withheld, conditioned, or delayed) substitute for the Customer Fibers, an equal number of alternate fibers of like or better quality within the TCL&P System Route or portion thereof; provided that in such event, such substitution (i) shall be in accordance with Customer’s applicable specifications and operating procedures; (ii) shall be effected at the sole cost of TCL&P, including without limitation, all disconnect and reconnect costs, fees and expenses; (iii) shall be tested in accordance with and shall satisfy the Acceptance Testing Procedures as set forth on Exhibit 3; and (iv) shall not unreasonably interrupt the operation or performance of Customer’s network or business.
- 11.04 **Replacement:** In the event all or any part of the Customer Fibers shall require replacement during the Term of this Agreement, such replacement shall be made as soon as reasonably practicable at TCL&P’s sole cost and expense; except, however, if the replacement of the Customer Fibers is required as a result of the negligence or intentional misconduct of Customer, TCL&P shall replace the Customer Fibers and Customer shall pay all Costs associated therewith.
- 11.05 **Condemnation:** In the event any portion of the TCL&P System Route, Customer Fibers, and/or the rights-of-way in or upon which they shall have been installed, become the subject of a condemnation proceeding which is not dismissed within one hundred eighty (180) days of the date of filing of such proceeding and which could reasonably be

expected to result in a taking by any Governmental Authority or other party cloaked with the power of eminent domain for public purpose or use, both parties shall be entitled, to the extent permitted under applicable law, to participate in any condemnation proceedings to seek to obtain compensation by separate awards for the economic value of their respective interests in the portion of the TCL&P System and/or Customer Fibers subject to such condemnation. TCL&P shall notify Customer as soon as practicable of receipt of any notice of any condemnation proceeding filed against the TCL&P System, Customer Fibers or rights-of-way in or upon which the TCL&P System or Customer Fibers have been installed. TCL&P agrees not to sell the Customer Fibers and or the rights-of-way to such acquiring agency or Governmental Authority or other party in lieu of condemnation without ten (10) business days prior written notice to Customer.

## ARTICLE XII TITLE AND TAXES

- 12.01 **Beneficial Ownership:** Unless prohibited by law, TCL&P and Customer acknowledge and agree that Customer shall be treated for accounting and federal and all applicable state tax purposes as the exclusive beneficial owner of the Customer Fibers. Except as otherwise required by law, TCL&P and Customer shall file (or cause to be filed with respect to any consolidated returns) their respective tax returns and other returns and reports for their respective Taxes on such basis, and shall not take any positions inconsistent therewith.
- 12.02 **TCL&P Title:** TCL&P shall have undivided, absolute legal title to and ownership in the TCL&P System and the Customer Fibers except as provided herein.
- 12.03 **Taxes:** Customer shall be responsible for, and shall timely pay, any and all taxes imposed that are associated with Customer's use or purchase of the services, or any other transaction hereunder, including, but not limited to, any sales, use, federal excise or similar taxes, franchise fees, right-of-way fees, license fees and surcharges. All such taxes and fees shall be stated separately on Customer's invoices. To the extent Customer claims exemption from any tax or fee, Customer must provide a valid exemption certificate, or such taxes and fees shall be due and payable to TCL&P by the Due Date. Customer agrees to pay and to hold TCL&P harmless from and against any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of a delay or failure of Customer, for any reason, to pay any tax or fee charged to Customer by TCL&P.

## ARTICLE XIII REPRESENTATIONS AND WARRANTIES

- 13.01 **Requisite Authority:** Each Party represents and warrants that: (i) it has the power and authority to enter into, execute, and deliver this Agreement; (ii) it has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement;

(iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditor's rights and general equitable principles; (iv) it shall not commit a breach of any other agreement as a result of executing this Agreement or as a result of the obligations imposed upon it hereunder; and (v) its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes or court orders of any Governmental Authority.

- 13.02 **No Pending Claims:** Each Party represents and warrants to the other that there are no pending, or to the knowledge of such Party, threatened actions, suits, claims, condemnations or other proceedings (i) which would materially and adversely affect the Customer Fibers being delivered hereunder by TCL&P, the TCL&P System, or the ability of either Party to consummate the transactions and perform the obligations contemplated hereby, (ii) which would result in any charge being levied against, or lien assessed on the Customer Fibers being delivered by TCL&P hereunder which lien would materially and adversely affect TCL&P's ownership or Customer's use of the Customer Fibers, or (iii) in which either Party is or will be a party by reason of either Party's interests in the Customer Fibers.
- 13.03 **Required Insurance:** Each Party represents and warrants that it has obtained and shall maintain throughout the Term of this Agreement, and shall require any of its subcontractors (if any) to obtain and maintain throughout the Term of this Agreement such insurance policies and coverages as set forth in Article XVI.
- 13.04 **No Broker:** Each party represents to the other that it has not retained any broker, finder, investment banker or other similar Person who is entitled to any brokerage fee, finder's fee or other similar fee or commission in connection with transactions described in this Agreement.
- 13.05 **Notification:** Each Party shall promptly notify the other Party of any matters pertaining to, or the occurrence (or impending occurrence) of, any event of which it is aware that could give rise to any damage or impending damage to or loss of the TCL&P System or Customer Fibers.
- 13.06 **Cooperation:** Customer and TCL&P agree to cooperate with and support each other in complying with the requirements applicable to their respective rights and obligations, including Authorizations hereunder by any Governmental Authority.
- 13.07 **Workmanship:** TCL&P represents and warrants that the Customer Fibers will be designed, engineered, installed and constructed substantially in accordance with the terms and provisions of this Agreement, any and all applicable building, construction and safety codes, as well as any and all other applicable Authorizations. Customer shall notify TCL&P in writing of its discovery of a deviation from the specifications set forth herein,



within thirty (30) days of such discovery, and the construction or installation of the affected Customer Fibers shall be repaired to such specifications by TCL&P at TCL&P's sole cost and expense except to the extent that such deviation is the result of Customer's acts or omissions. Notwithstanding the foregoing, in the event that Customer discovers a deviation from the plans for construction or installation of the TCL&P System which may materially adversely affect the operation or performance of the Customer Fibers, then Customer shall have a period of ninety (90) days after Customer's discovery of such defect within which to notify TCL&P, and the construction or installation of the affected portion of the Customer Fibers shall be repaired to such specification at TCL&P's sole cost and expense except to the extent that such deviation is the result of Customer's acts or omissions. If TCL&P is unable to remediate any such deviation, TCL&P shall coordinate substitution with Customer as set forth in Section 11.03 herein.

13.08 **Manufacturer's Warranty:** If there is an interruption, impairment in, defect in or failure of the Customer Fibers to perform in accordance with the applicable Cable vendor's or manufacturer's specifications with respect to the Customer Fibers, TCL&P shall, upon Customer's request, assign to Customer the particular Cable vendor's or manufacturer's warranty. In the event any maintenance or repairs to the TCL&P System are required as a result of a breach of any warranty made by any manufacturers, contractors, or vendors, unless Customer shall elect to pursue such remedies itself, which Customer shall have the right to do at its sole discretion, TCL&P shall pursue at its own cost and expense all remedies against such manufacturers, contractors or vendors on behalf of Customer, and TCL&P shall reimburse Customer's costs for any maintenance and repairs Customer has incurred as a result of any such breach of warranty.

13.09 **EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, TCL&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CUSTOMER FIBERS OR THE TCL&P'S SYSTEM, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.**

#### ARTICLE XIV INDEMNIFICATION

14.01 **Indemnification.** Customer shall indemnify and hold TCL&P harmless from and against any Claims, including attorney fees, incurred as a result of actual or alleged libel, slander, or infringement of intellectual property rights arising out of Customer's use of the fibers; Customer's violation or alleged violation of any law or regulation; or the malfunction or failure of any equipment or facility provided by Customer, its agents, employees or suppliers.

- 14.02 **Notice:** Customer agrees to promptly provide TCL&P with notice of any claim or threatened claim that may result in an indemnification obligation hereunder pursuant to Section 11 of the Agreement.
- 14.03 **Failure To Indemnify:** Customer expressly recognizes and agrees that its obligation to indemnify, defend, protect and save harmless is not a material obligation to the continuing performance of its other obligations, if any, hereunder. In the event that a party shall fail for any reason to so indemnify, protect and save the other harmless, the injured party hereby expressly recognizes that its sole remedy in such event shall be the right to bring legal proceedings against the other party for its damages as a result of the other party's said failure to indemnify, defend, protect and save harmless. The obligations shall survive the expiration or termination of this Agreement.
- 14.04 **Immunity:** Notwithstanding the above provisions to the extent TCL&P or the Customer enjoy statutory or common-law governmental immunity or other immunity, nothing contained in this Agreement intends to waive that immunity.

**ARTICLE XV**  
**LIMITATION OF LIABILITY**

- 15.01 **Limitations:** Neither party shall be liable to the other for any indirect, incidental, punitive, exemplary, special or consequential damages (including without limitation damages related to lost profits, toll fraud, loss of use, and loss of data, or failure to realize savings or benefits) arising under this agreement, even if advised of the possibility of such loss. The total aggregate liability of TCL&P, its suppliers, licensors, affiliates, directors, officers, and/or employees under or in connection with this agreement will be limited to proven direct damages not to exceed amounts actually paid by customer during the three-month period immediately preceding the date of the circumstances giving rise to the first claim for damages under this agreement.
- 15.02 **No third party beneficiaries.** There are no third-party beneficiaries to this Agreement.

**ARTICLE XVI**  
**INSURANCE**

- 16.01 **Required Coverages:** Each Party shall, at its own expense, secure and maintain in force, throughout the Term, general liability insurance, such that the total available limits to all insureds will not be less than three million dollars (\$3,000,000.00) in respect of injuries to or death in any one person in any one occurrence and not less than five million dollars (\$5,000,000.00) in respect of injuries to or death of any number of persons aggregated over the policy year and not less than three million dollars (\$3,000,000.00) in respect to damage to or loss of use of property in any one occurrence, and worker's compensation and employer's liability insurance as required by the laws of all applicable Governmental

Authorities. Such insurance may be provided in a policy or policies, primary and excess, including the so-called umbrella or catastrophe forms. The undertaking with respect to insurance shall not relieve either Party of its obligations hereunder. In addition, each Party shall comply with the insurance requirements in any underlying Authorizations (provided that such Party has knowledge of such requirements.)

- 16.02 **Failure To Maintain:** In the event any Party fails to maintain the required insurance coverages and a claim is made or suffered, the party failing to provide such coverage shall indemnify and hold harmless the other Party from any and all claims for which the required insurance would have provided coverage.

#### ARTICLE XVII FORCE MAJEURE

- 17.01 **Event of Force Majeure:** Neither Party shall be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure in performance of any part of this Agreement to the extent such delay or failure is the result of a cause outside of the Party's reasonable control (an event of Force Majeure), including but not limited to, the following: fire, flood, explosion, accident, war, strike, embargo, governmental requirement, inability to obtain governmental authorizations or permits, civil or military authority, Act of God, inability to secure necessary materials, labor or transportation, acts or omissions of a common carrier, warehouseman, or other third Party. Any such delay or failure shall excuse the Party claiming a Force Majeure event from performance of its obligations that are directly affected by such Force Majeure condition, until the Force Majeure condition ceases and the term shall be extended by the length of the suspension.

#### ARTICLE XVIII DEFAULT AND TERMINATION

- 18.01 **Customer Default:** If the Customer fails to observe and perform the material terms and provisions of this Agreement, TCL&P may terminate or suspend the Services provided hereunder. In addition, subject to Article XV, TCL&P may pursue any legal remedies it may have under applicable law or equity.
- 18.02 **TCL&P Default:** If TCL&P fails to observe and perform the material terms and provisions of this Agreement, Customer may terminate this Agreement. In addition, subject to Article XV, Customer may pursue any legal remedies it may have under law or equity.

**ARTICLE XIX**  
**GOVERNING LAW**

19.01 **Governing Law:** The law of the State of Michigan shall apply to this Agreement.

**ARTICLE XX**  
**VENUE**

20.01 **Venue.** All meetings, hearings and actions to resolve the dispute shall be in Grand Traverse County.

**ARTICLE XXI**  
**ASSIGNMENT**

21.01 **Assignment:** Neither Party may assign this Agreement without the written consent of the other Party (which consent shall not be unreasonably conditioned, withheld or delayed); provided however that a Party may assign its rights and obligations hereunder without the consent of the other Party by providing thirty (30) days prior written notice to the other Party when the assignment is to one of the following (i) to any Affiliate ; (ii) pursuant to any sale or transfer of all or substantially all the business; or (iii) pursuant to any financing, merger, or reorganization. Any proposed assignee of Customer must at a minimum meet all TCL&P credit standards then in place and Customer shall be and remain liable for the performance of its obligations under this Agreement. This Agreement and each of the Parties' respective rights and obligations hereunder, shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective permitted successors and assigns. Any and all increased payments or fees, charges, costs, expenses or regulatory approvals, franchises, permits, orders, consents and rights-of-way either by contract, franchise or some other agreement, and all other rights necessary to be obtained by TCL&P in order to provide Services hereunder, which result from any permitted assignment or transfer of this Agreement by a Party, shall be paid by the assigning Party.

21.02 **Security Interests:** Except to the extent such assignment is prohibited by any Authorization relevant to this Agreement, the Parties shall also have the right to assign this Agreement and their respective rights under this Agreement as collateral for indebtedness incurred by such Party in favor of bondholders, a bank or other institutional creditor, if such assignment is part of a grant of a security interest in additional assets of such Party.

21.03 **No Prohibition On TCL&P's Business:** Nothing contained in this Article shall be deemed or construed to prohibit TCL&P from selling, transferring, leasing, licensing, granting rights of use or entering into similar agreements or arrangements with other Persons respecting any fibers (other than the Customer Fibers) and conduit constituting part of the TCL&P System.

**ARTICLE XXII**  
**NOTICES**

22.01 **Notices:** All notices required or permitted to be given hereunder in writing shall, unless expressly provided otherwise, be in writing, properly addressed, postage pre-paid and delivered by hand, facsimile, certified or registered mail, or overnight courier. A notice will be deemed effective as indicated: (i) if in writing and delivered in person or by overnight courier, on the date it is delivered; (ii) if sent by facsimile transmission, on the date that transmission is received in legible form by a responsible employee of the recipient; or (iii) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; unless, in each case, the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a business day or that communication is delivered (or attempted) or received, as applicable, after the close of business in the location of the recipient on a business day, in which case that communication shall be deemed given and effective on the first following day that is a business day. A Party may change its address by providing notice thereof in accordance with this Section.

22.02 **Addresses:** All notices or other communications which are required or permitted herein shall be addressed as follows:

**If to Customer:**

Attn:	Gene Crusie, President	MNW Telecom, Inc.
Fax:	(574)-389-3119	4561 Pine Creek Rd.
Tel:	(574)-389-3100	Elkhart, IN 46516

**If to TCL&P:**

TRAVERSE CITY LIGHT & POWER DEPARTMENT  
1131 Hastings Street  
Traverse City, MI 49686  
Attn: Executive Director  
Fax: (231) 922-4638  
Tel: (231) 932-4559

\* \* \* \* \*

IN WITNESS WHEREOF, TCL&P and Customer have executed this Agreement as of the date first above written.

**TRAVERSE CITY LIGHT & POWER DEPARTMENT**

By: \_\_\_\_\_  
Pat McGuire, Chairperson

By: \_\_\_\_\_  
Timothy J. Arends, Secretary and Executive Director

**CUSTOMER:**

By: \_\_\_\_\_  
Gene Crusie, President  
MNW Telecom, Inc.

## MNW Telecom GTACS Project

### EXHIBIT 1

Fiber Count (Strands)	Site	Address
2	St. Francis High School	123 E. Eleventh St, Traverse City, MI
2	St. Elizabeth Middle School	1603 Three Mile Rd, Traverse City, MI
2	Immaculate Conception ES	218 Vine Street, Traverse City, MI
2	S. Airport Rd @ Cass Rd	Traverse City, MI

4 Sites

Construction Date to be complete: August 1, 2013

## MNW Telecom/GTACS Project

### EXHIBIT 2

#### CONSTRUCTION, ERU FEE AND RECURRING CHARGE

##### I. Fees.

###### A. Construction Fee

- (1) TCL&P agrees to construct the system as shown in Exhibit 1 for a one time upfront flat fee of \$15,000.00

###### B. ERU Fee.

- (1) Years 1-5 – Initial Term
  - (a) \$2,200.00 per month (\$26,400.00 per year) for 4 Sites at \$550 per month (\$6,600 per year) per Site.
  - (b) The monthly ERU Fee shall commence on September 1, 2013.

###### C. Recurring Charge.

##### Included in the ERU Fee.

- II. Renewal Escalation. The ERU Fee and/or the Recurring Charge may be increased at the beginning of a Renewal Term by the increase, if any, in the Consumer Price Index - All Urban Consumers (CPI-U, U.S. City Average), published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100), for the original twelve (12) month period of the prior term. In the event such index shall cease to be computed or published, the parties shall designate a successor index to be used in determining any increase to the ERU Fee or the Recurring Charge.
- III. Invoices. The ERU Fee and/or Recurring Charge shall be invoiced in advance by TCL&P monthly during the Term, and any Renewal Term thereafter, and shall be paid within thirty (30) days after the date of the invoice ("Due Date"). Any sums not paid on the Due Date shall bear interest at an annualized rate of twelve percent (12%). In the event Customer disputes all or a portion of an invoice, Customer shall notify TCL&P in writing of the nature and amount of the dispute on or before the Due Date and shall pay the undisputed portion of the invoice on or before the Due Date. The Parties will work together in good faith to resolve properly noticed disputes. In addition to any other rights and remedies under this Agreement, failure to make any payment when due hereunder shall be a default.



**MNW TELECOM/GTACS**

**EXHIBIT 3**

**Acceptance Testing Procedure**

Acceptance of the fiber system is based upon the Power (Insertion) Loss Testing on the fiber system on a Span-by-Span basis. TCL&P verifies that all fibers have one-to-one continuity on the new cable both at the fiber level and the pigtail level. In addition, TCL&P visually inspects fiber color codes and buffer tube color at each end of a Span. Fiber Testing will be from the final TCL&P Demarcation points. A report of the test data for proof of compliance of each fiber on a span by span basis will be supplied to Customer. In addition a measurement of total distance of fiber span from end point to end point will be supplied by TCL&P to MNW Telecom.



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**To:** Light and Power Board  
**From:** Tim Arends, Executive Director  
**Date:** June 19, 2013  
**Subject:** Board Strategic Planning

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Handwritten initials, possibly "TA", in a cursive script, enclosed within a hand-drawn oval.

Based on the Board's comments and concerns raised at its last meeting, enclosed is a revised proposal from Hometown Connections ("Hometown") for structured strategic planning services that will provide the Board and staff short and long-term direction in its decision making.

As suggested by the Board, I contacted both Holland Board of Public Works and Marquette Board of Light & Power to discuss their experience with Hometown. Holland utilized Hometown for a one-day review of its strategic plan that was developed over a six month period in 2008. They were very pleased with the facilitation services provided to the 40+ employees and board members. Holland indicated that they believed the fees charged by Hometown were reasonable. Marquette is currently in the process of developing its strategic plan with Hometown and has a draft document from their extensive strategic planning process similar to what is proposed for TCL&P. Their cost will exceed \$40K, plus expenses; however, Marquette already had a template that they were working from as a starting point. Paul Kitti, Executive Director, indicated that "Hometown's process and product is top-notch", and he believes that TCL&P is making a wise choice in considering Hometown.

After further review of the Hometown proposal and discussions with them, I am recommending a somewhat less extensive process; however, I believe that the finished product will provide the benefits to the Board and staff that are expected from the process. The revised proposal is reduced by \$14,000 for the market research agency to conduct a random sample survey of TCL&P customers and to conduct an online survey. With TCL&P's recent customer survey and generation survey I believe that many of the questions have already been asked as to how our customers feel about different aspects of the utility and its future. If throughout the process the Board has specific questions that it desires to poll its customers with, the decision can be made at that time instead of contracting for those services upfront. Also, I am proposing the elimination of one trip to Traverse City that was intended for staff only to assist staff with implementation of the Plan. Any decisions on assistance needed for implementation will be made by me as the need becomes apparent (at the end of the process).

I believe I have addressed the Board's concerns, including a not-to-exceed amount for travel expenses that allows for a very productive strategic planning process to provide a product that will be a valuable tool to the utility's board and staff going forward. I recommend the Board approve the revised proposal.

(RECOMMENDED MOTION ON FOLLOWING PAGE)

FOR LIGHT AND POWER BOARD MEETING OF JUNE 25, 2013

If the Board agrees with staff's recommendation the following motion would be appropriate:

**MOVED BY \_\_\_\_\_, SECONDED BY \_\_\_\_\_,**

**THAT THE BOARD AUTHORIZES A SERVICE ORDER TO HOMETOWN CONNECTIONS IN THE AMOUNT OF \$39,600, PLUS EXPENSES NOT TO EXCEED \$7,000, FOR STRATEGIC PLANNING CONSULTING AND FACILITATION SERVICES AS IDENTIFIED IN ITS REVISED PROPOSAL.**

~~May 20~~ June 18, 2013

Tim Arends  
Executive Director  
Traverse City Light & Power  
1131 Hastings Street  
Traverse City, MI 49686

Dear Tim:

Based on prior conversations, you will find attached our [revised](#) proposal for consulting/facilitation services to assist Traverse City Light & Power (TCLP) in its strategic plan development.

Hometown Connections would be pleased to include TCLP among our public power clients for strategic planning. Having worked with a number of public power utilities across the nation, including recent engagements with Marquette Board of Light and Power and Holland Board of Power and Light, we believe that public power has an urgent need to act more strategically in planning for the next 20 to 50 years. The industry continues to undergo significant changes, spurred on by an escalation of state and federal mandates, changing power supply characteristics, environmental concerns and rapidly evolving technologies. Any utility that expects simply to replicate its past 20 years into the next 20 will be placing the utility, its customers and its community at risk.

Hometown Connections has developed a strategic planning process that is targeted specifically to public power. The process recognizes the unique place that public power resides, straddling both the technical world of power distribution and the political world that comes from being a highly visible government agency. We believe our strategic planning process can quickly move both staff and governing board members through these worlds, allowing the utility to be well positioned to serve its customers and community for years to come.

I look forward to discussing these options with you.

Sincerely,



Tim L. Blodgett  
President & CEO  
(303) 526-4515

## Proposal to Traverse City Light and Power for Strategic Planning Consulting and Facilitation

### HOMETOWN CONNECTIONS ROLE

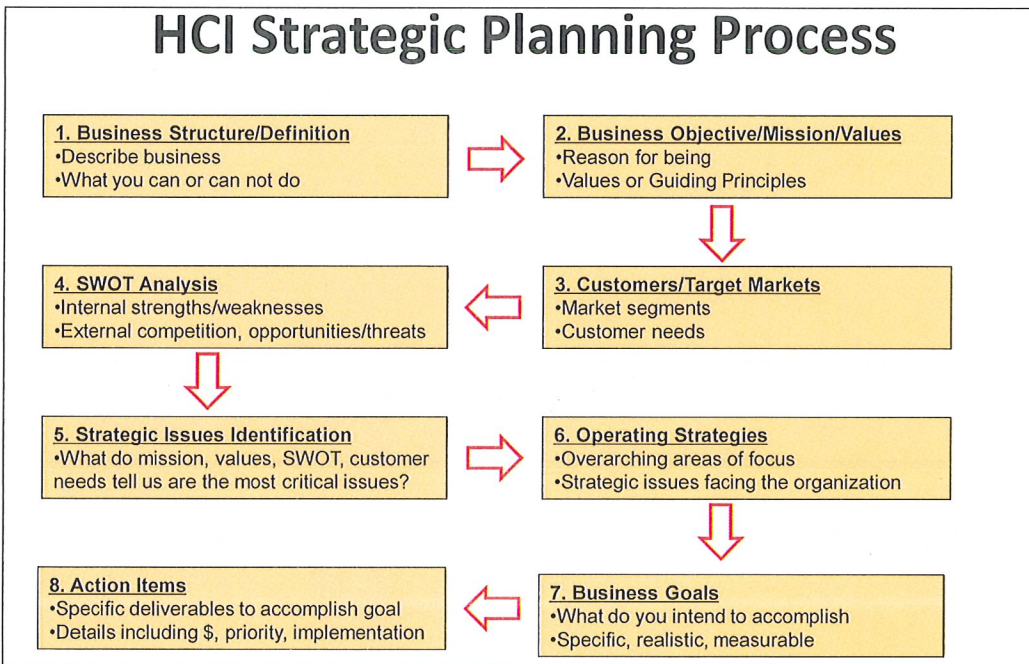
The role of Hometown Connections to TCLP is one of training and facilitation. Although we provide suggestions and input based on our industry knowledge and experience, our main value in the strategic planning process is training and facilitation. We train boards and staff on how to effectively utilize our Strategic Planning process. We also facilitate the implementation of this process by leading our clients through the development of a strategic plan at the macro and micro levels. The facilitation includes developing and tracking project timelines by working closely with the team leaders. We have found through experience that an outside trainer/facilitator can add tremendous value enabling all staff members to participate and be productive in this process.

### TEAM APPROACH

Based on our experience with other APPA members and our work to date with TCLP, we recommend a two-team approach. The first team, an “Advisory” team, would be comprised of the Executive Director and TCLP board members, responsible for setting direction, removing “road blocks”, reviewing and approving the strategic plan along the way. I would facilitate this team. The second team, an “Implementation” team, would be comprised of senior staff and key personnel responsible for developing and implementing the strategic plan. Steve VanderMeer would facilitate this team.

### STRATEGIC PLANNING PROCESS

Hometown’s simple and proven 8 step process.



### DURATION AND SCOPE

Our proposal contains ~~sixseven~~ on-site meetings, including ~~a-two~~ Focus Groups, with an estimated duration of 4 months which is highly dependent on TCLP Staff's ability to dedicate time to the process. Three of these meetings would be Advisory and ~~four-three~~ would be Implementation. We have included public participation components that are optional, either in whole or in part. Given the high public visibility of the utility over the past years, we believe that TCLP could greatly benefit from gathering the voice of the community during its strategic planning process. Further explanation is presented below. The scope of these meetings are as follows:

1. Advisory Meeting (Tim & Steve) = 1 day of facilitation plus 1 day of travel for Tim and Steve. The purpose of this meeting will be for the Advisory Team to understand and approve the process as well as define the objectives, deliverables, and timeline for the Implementation Team. This meeting will result in clear Implementation Team objectives and timing to complete along with a date for the next Advisory Team meeting. This meeting will be followed by an Implementation Team Meeting.
2. Implementation Meeting (Tim & Steve) = 2 day session. Day 1 would be a Strategic Planning Process training for all Implementation Team participants. Day 2 would include a rollout of the Advisory Team's expectations, a process of identifying deliverables, responsible parties, and a start on the work at hand. This meeting will result in an understanding of the overall process, objectives and timeline to complete. Also identified will be the next meeting's deliverables, the responsible parties, and a date for the next meeting.
3. Public Participation and Market Research (as described below) = Two Focus Groups: One day of offsite prep. ~~One day onsite for focus group facilitation plus 1 day of travel for Steve. The Focus Group will precede the following Implementation Meeting. Random Sample Survey: one day offsite prep for project management plus \$12,000 for an outside market research agency. Online Survey: one day offsite prep for project management plus \$2,000 for an outside market research agency.~~
4. Implementation Meeting (Steve) = 2 day session. This meeting will overlap an Advisory Team's meeting. This meeting will begin with the responsible parties presenting their assigned deliverables to the team. The team will work as a group to complete other tasks, will prepare and present an update to the Advisory Team, and by meetings end, assign deliverables for the next meeting. This meeting will result in an update to the Advisory Team, the completion of certain deliverables, the assignment of new deliverables, the responsible parties, and the timeline to complete along with a date for the next meeting.
5. Advisory Meeting (Tim) = 1 day of facilitation plus 1 day of travel. This meeting will overlap an Implementation Team's meeting. This meeting will begin with an update from the Implementation Team on the work completed to date. The meeting will conclude with updated Implementation Team deliverables and timelines for completion along with the establishment of the next Advisory Team meeting.
- ~~6. Implementation Meeting (Steve) = 2 day session plus 1 day of travel. This meeting will begin with the responsible parties presenting their assigned deliverables to the team. The team will work as a group to complete other tasks, and by meetings end assign deliverables for the next meeting. This meeting will result in the completion of certain deliverables, the assignment of additional deliverables, the responsible parties, and the timeline to complete along with a date for the next meeting.~~

7.6. Implementation Meeting (Steve) = 2 day session plus 1 day of travel. This meeting will overlap an Advisory Team's meeting. This meeting will begin with the responsible parties presenting their assigned deliverables to the team. The team will work as a group to complete remaining tasks and will prepare and present its final work to the Advisory Team. This meeting will result in the completion of the project objectives and deliverables assigned by the Advisory Team.

8.7. Advisory Meeting (Tim) = 1 day of facilitation plus 1 day of travel. This meeting will overlap an Implementation Team's meeting. This meeting will begin with a presentation of the Implementation Team's final work. The Advisory Team will then determine the need for future projects and if any, define the objectives, deliverables, and timeline for the Implementation Team along with a date for its next meeting.

Hometown will include a total of ~~6-5~~ days of preparation, including the ~~2-1 days-day~~ for the ~~public participation and market research~~ focus group preparation, throughout this project for off-site support and assistance by Hometown staff to the Advisory and Implementation Teams.

### PRICING

Hometown will provide its services as defined above for \$~~60,125~~39,600 (~~includes-excludes~~ \$14,000 in our original proposal for the optional public participation components surveys). This includes a 10% discount off our standard consulting rate. This does not include Hometown staff's reasonable travel and living expenses, which we will bill at actual cost and will not exceed \$7,000 without prior approval from TCLP. Hometown will provide additional facilitation and consulting services, if required, for an additional fee.

### PUBLIC PARTICIPATION COMPONENT

Within public power, one of its key strengths is the direct line of accountability that takes place between the utility and its customer-owners. Unlike an investor-owned utility, with its emphasis on shareholder value, public power's shareholders are its customers, where sound strategic decisions will always create both shareholder and customer value. Public power utilities have a long history of capturing the voice of their customers and the community they serve. In many communities, this voice may be relatively easy to capture, either by virtue of the small size of the community or a fairly homogeneous community culture. It appears to Hometown Connections that there are a number of stakeholders in Traverse City who have divergent and at times incompatible visions of what role TCLP should play in the community.

In many public power towns, the electric utility largely operates under the radar of the community and occasionally even the city council or commission. This does not seem to be the case in Traverse City, where TCLP has been the subject of frequent news articles, differences of opinion between the two governing boards of the city and the utility have existed, and various special interest groups have pressed for specific utility actions or programs. The utility is being asked to assume a number of different roles in the community, some in response to customer priorities and others at the urging of non-customers.

It is Hometown Connections' opinion that a commitment to some level of a public participation effort as part of the strategic planning is important to the overall process. Hometown Connections staff has been involved with a number of citizen participation efforts, from large, community-wide visioning projects to more narrowly focused market research efforts. We believe there are a number of outreach tools that fall in the middle of these two ends of the spectrum, and that would help focus community

dialogue on the utility, the role or roles that it should play, and people's satisfaction with utility today. To this end we can offer a number of different approaches, described below. Our recommendation for which tools to use is shown at the bottom.

Public Workshop Facilitation (optional and not included in the above price): Moderate one or more publically advertised workshops for the purpose of exploring community perceptions of the utility, identifying gaps in service delivery or programming, and building additional consensus on utility focus and role. Our assumption is that a single workshop, capable of accommodating up to 100 participants would be adequate. We believe far fewer than that could be expected to attend. If necessary, this workshop setting can be replicated several times, which could include daytime and evening forums to allow for citizens with different work hours and time commitments to attend. Should attendance warrant it, small group breakout sessions would be used. This allows a greater number of attendees to have a voice while in their breakouts, but still returns each group's findings to the large assembly.

A large format public meeting that is open to all makes clear that the utility is interested in the community's feedback and would like to hear the entire range of voices that exist and want to be heard. Because there is no control over attendees, it is certainly possible that the more aggrieved will be over-represented at such forums. Further, because of the potential for large numbers of attendees, the ability of all individuals to add their voice may be constrained, even with the small group breakouts. So while there are strong statements of support for the utility's embrace of public dialogue, the large format public meeting may not provide much additional focus or consensus.

Costs: Hometown Connections prep time for this workshop would be one day. This assumes all Traverse City logistics, such as meeting room reservation, advertising, flipchart and other materials provision would be handled by city and/or utility staff. The workshops themselves would be billed by the number of days onsite plus one day of travel unless combined with another onsite meeting in which case there would not be an additional day of travel.

Focus Group Facilitation (included in above price): Moderate two ~~or more~~ focus groups of TCLP customers, including ~~at a minimum~~ one residential focus group and one commercial. Other options may also be desirable, including residential focus groups separated by city residents and non-residents. The focus group shares some of the purposes as the larger public meeting, but by managing the invitation list, we have the ability to control attendees, for example resident L&P customers only, or commercial customers only. This allows us to develop a more tightly constructed agenda for discussion focusing on that particular group's specific issues and needs. Further, with only a handful of customers in the discussion, Hometown Connections staff can play a more active role in fleshing out comments, testing assumptions and seeking any consensus that may exist. Staff or board members are welcome to observe, either in person or through video if the session were to be recorded.

Costs: Hometown Connections prep time for a residential and commercial focus group would be one day. This assumes all Traverse City logistics, such as meeting room reservation, flipchart, video camera (if desired) and other materials provision would be handled by city and/or utility staff. ~~The focus groups themselves would be billed by the number of days onsite plus one day of travel unless combined with another onsite meeting in which case there would not be an additional day of travel.~~

Phone or Mail Surveys (optional and not included in the above price): Manage third party market research organization in developing a random sample survey of TCLP customers that seeks to quantify



customer perceptions of the utility. Surveys and focus groups can each be conducted as a standalone activity. However, the use of a focus group in advance of a survey can lead to a better designed survey, matching survey language to better reflect the degree of comprehension survey population. Further, the focus group can provide some preliminary insight into which issues are of the highest priority for analysis through a survey. Hometown Connections would recommend a survey that includes a large enough sample size that cross tabs could be run to show differences between resident and non-resident populations.

Costs: Hometown Connections would expect one day of time in project management and working directly with the survey organization to develop and test an appropriate survey instrument. An additional one day of time would be expected for survey interpretation. Hometown Connections has a longstanding partnership with a market research firm whose focus is primarily on public power. We would expect costs for their work not to exceed \$12,000. We would welcome the opportunity, however, to work with any preferred local market research resource. Either option assumes the availability and provision of clean electronic list of TCLP customers by the billing office.

Online Surveys (optional and not included in the above price): Random sample surveys are an effective means by which to build a strong and statistically defensible description of customer perceptions and satisfaction. Yet a complaint that many public institutions will face from constituents when survey results are reported out is that they were not given the opportunity to participate. Hometown Connections believes that public participation projects serve two important roles. First is to gather important and actionable information on which to base policy and program decisions. Yet equally important is the value of creating forums that offer significant opportunities for *any* constituent to participate. An online survey, using the same survey instrument as the random sample survey, creates just such a forum. Through bill inserts, billing office displays, press releases, website announcements, etc., TCLP can invite participation from any interested member of the public. Although the results would not be statistically significant, the results can nonetheless be compiled and compared against those of the other survey.

Costs: Hometown Connections would assume any firm capable of phone and/or mail surveys can also offer online survey options. Using the firm with which Hometown Connections is familiar, costs would not exceed \$2,000. Additional time by Hometown Connections staff would be minimal.

Each of these outreach activities can stand on their own, although there are advantages to developing them in an integrated approach. As the client, TCLP will want to weigh the need for both strong market research and providing opportunities for public participation against its budget. Our recommendation would be to conduct two focus groups – one resident and one commercial; a random sample survey of TCLP residential customers; and the online survey for any interested constituent. It is our belief that the issues facing TCLP are not of a magnitude that warrants a large format public workshop.

FOR THE LIGHT & POWER BOARD MEETING OF JUNE 25, 2013



TRAVERSE CITY  
LIGHT & POWER

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**To:** Light & Power Board  
**From:** Thomas Olney, Operations Manager *TO*  
**Date:** June 19, 2013  
**Subject:** LED Overhead Roadway Lighting Project

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Traverse City Light & Power (TCL&P) currently has 2,328 overhead roadway streetlights on its system. To-date, a total of 550 streetlights have been converted from High Pressure Sodium to GE LED Cobra Head type fixtures. The ultimate plan is to convert the remaining 1,778 lights at a rate of approximately 200 lights per year for the next nine years.

TCL&P proposes to replace 202 High Pressure Sodium Streetlights with GE LED Cobra Head Type fixtures at various locations in Traverse City in 2013. The area involves existing poles located on Division St. south of Front St., Fourteenth St. between Division St. and Cass St., Cass St. between Fourteenth St. and Front St., Union St. between Fourteenth St. and Front St., portions of Eighth St., portions of South Airport Rd. and Garfield Ave., as well as portions of Peninsula Dr. and Eastern Ave. (Please see attached map). The fixtures will be mounted on the existing mast arms at existing heights.

Bids were received as follows:

Vendor	Fixture	Price
RESCO	GE Evolve LED Roadway Light	\$86,681.26
CHAMPION, INC.	GE Evolve LED Roadway Light	\$95,602.96
ELUS COMPANY	GE Evolve LED Roadway Light	\$110,360.00
Kendall Electric	GE Evolve LED Roadway Light	No Bid
Unified Energy Network	GE Evolve LED Roadway Light	No Bid

If the Board is in agreement, the following motion is recommended:

**MOVED BY** \_\_\_\_\_, **SECONDED BY** \_\_\_\_\_,

**THAT THE BOARD AUTHORIZES A PURCHASE ORDER TO THE LOW BIDDER RESCO FOR THE PURCHASE OF LED STREET LIGHT FIXTURES IN THE AMOUNT OF \$86,681.26.**

N

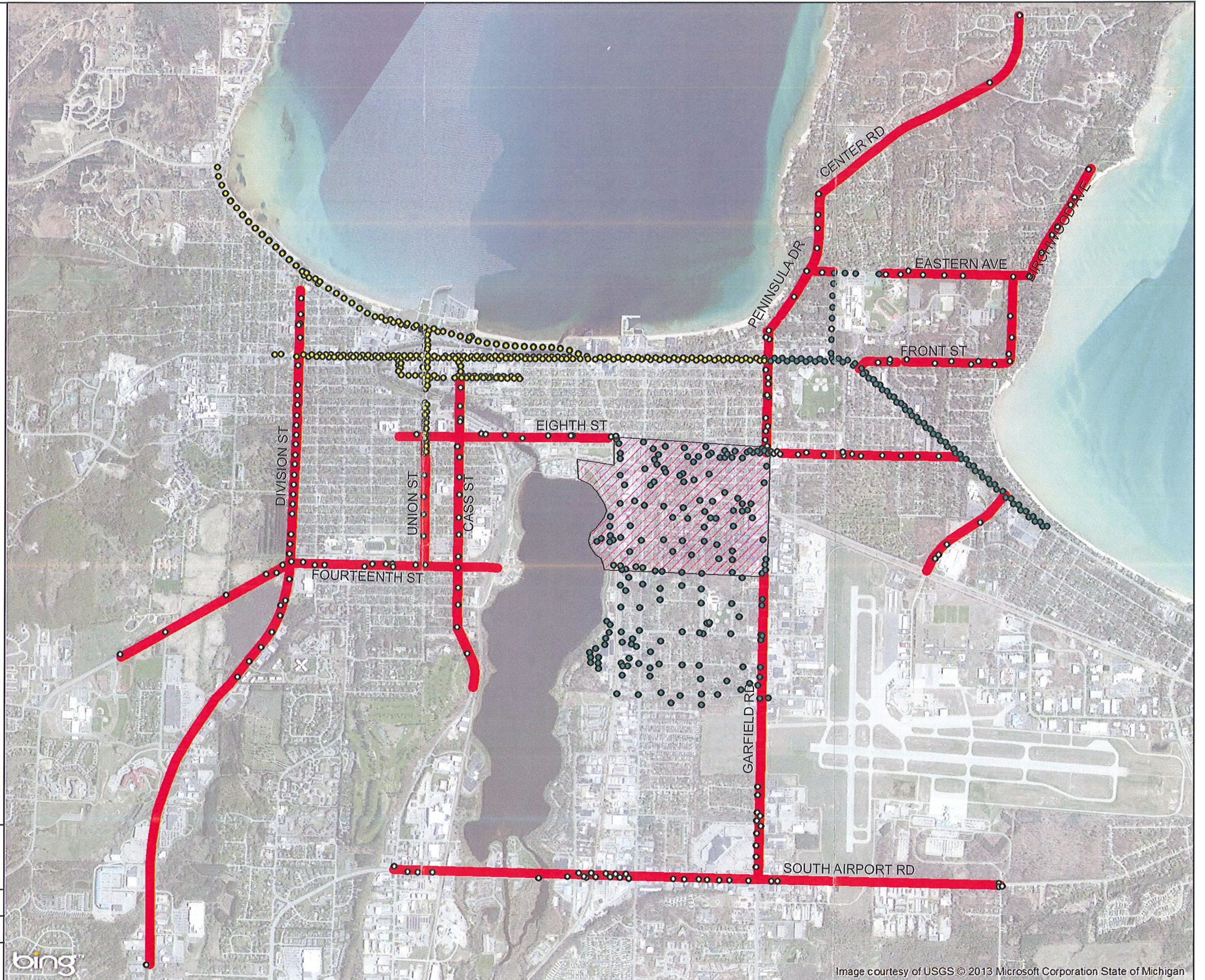


- 325 Streetlights converted to LED in 2010 - 2011
- 225 Streetlights converted to LED in 2012
- 202 streetlights to be converted to LED in 2013


▨ Traverse Hieghts Neighborhood

— ROUTE

Note: With our current program it will take TCLP 8 more years to change out the remaining 1576 streetlights to LED



MK	REVISION	DRWN	CHKD	DATE	SHEET NO.
A					1
B					
C					
D					
E					
F					
G					
H					
I					
J					



**TRaverse CITY  
LIGHT & POWER**  
Investing Our Energy In You

ORIGIN DATE:  
2/6/2013

DRAWN BY: BWILSON	TITLE: TCLP Streetlights
CHECKED BY:	Streetlight Locations
SCALE 1 inch = 2,108 feet	



TRAVERSE CITY  
LIGHT & POWER

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**To:** TCL&P Board of Directors  
**From:** Jessica Wheaton, Marketing & Community Relations Coordinator   
**Date:** June 19, 2013  
**Subject:** Energy Optimization 2012 Annual Report

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In 2008 the state legislature passed Public Act 295 ("PA295"), also known as the "Clean, Renewable and Efficient Energy Act," that requires, in-part, Michigan utilities assist customers in improving their electric energy efficiency through Energy Optimization ("EO") programs, and that each utility file a report with the Michigan Public Service Commission ("MPSC") regarding their EO activities on an annual basis.

Attached is the EO 2012 Annual Report for Michigan Electric Municipal Utilities filed on May 31, 2013. The report is prepared by MPPA and all MPPA member utilities are filed together.

In addition to the filing, you will also find the 2012 EO Program Summary and 2013 Goals. This document provides a breakdown of the 2012 program by sub-categories including residential, commercial and industrial customers. A PowerPoint presentation will be presented at the Board meeting detailing the 2012 EO program breakdown and results.

In summary, the 2012 EO program was successful. TCL&P was required to save 1% of kilowatt hour (kWh) sales, which was equal to 2.5 million kWh's. TCL&P ended the year with over 4.1 million kWh savings, exceeding the goal by 62%. The energy saved over the course of the 2012 program is enough to annually power 628 Traverse City area homes. Through Board direction and approval, TCL&P exceeded the state mandated EO required kWh reduction at an additional (budgeted) cost of \$215,482. Total spending for EO in 2012 amounted to \$612,250 for implementation, education and customer incentives.

# Energy Optimization 2012 Annual Report for Michigan Electric Municipal Utilities

## Introduction

Pursuant to 2008 Public Act 295 (PA 295), the municipal utilities are filing this annual energy optimization (EO) report with the Michigan Public Service Commission (MPSC). This EO annual report consists of two sections:

- Section 1 will address the requirements under PA 295 Section 97, Subsections 1-3 and Section 71, Subsection 3 (i).
- Section 2 will summarize the EO programs implemented in 2012.

## SECTION 1: PA 295 SECTION 97 AND SECTION 71 REQUIREMENTS

***Section 97 (1) Each provider shall submit to the commission an annual report that provides information relating to the actions taken by the provider to comply with the energy optimization standards.***

Each municipal electric provider has continued to offer Energy Optimization programs to all customer classes. Attachment A provides a list of EO programs offered by each provider and the implementation contractors if applicable.

***Section 97 (2) Annual reports under subsection (1) shall include the following: (a) The number of energy optimization credits that the provider generated during the reporting period. (b) Expenditures made in the past year and anticipated future expenditures to comply with this subpart. (c) Any other information that the commission determines necessary.***

The number of energy optimization credits (in megawatt hours) generated for 2012 and the targets for 2013 are shown in Attachment B for the municipal utilities. The expenditures for 2012 for the Low Income, Residential and Commercial/Industrial programs can be found in Attachment C. The EO Residential surcharge for each municipal in cost per kilowatt hour (or cost per meter) along with the responsible party for administration of programs is listed in Attachment D.

***Section 97 (3) Concurrent with the submission of each report under subsection (1), a municipally-owned electric utility shall submit a summary of the report to its customers in their bills with a bill insert, to its governing body, at its office and on its website.***

Each municipal electric utility will submit a copy of this annual report to its governing body; make it available at its office; on its website and a summary to its customers.

**Section 71 (3)(i) Include a process for obtaining an independent expert evaluation of the actual energy optimization programs to verify the incremental energy savings from each energy optimization program for purposes of section 77.**

The verification of the incremental gross energy savings for each municipal electric utility was performed where funding allowed.

## **SECTION 2: SUMMARY OF EO PROGRAMS IMPLEMENTED IN 2012**

### **Residential Low Income Services**

All the municipal electric utilities continued to offer low income programs to their customers in 2012.

### **Residential Solutions**

All the municipal electric utilities offered programs to their residential customers, examples of the types of programs are listed below.

- *Efficient Lighting Program*
- *Appliance Turn-In and Recycling Program*
- *Residential Education Services*
- *Residential HVAC and Appliances*
- *Audit and Weatherization*
- *Farm Services*
- *Residential Home Energy*
- *New Construction*
- *Residential Multi-Family In-Unit Efficiency*
- *Electric Water Heater Savings Kits*
- *Pilot/Emerging Technology Program*

### **Business Solutions**

All the municipal electric utilities offered programs to their commercial and industrial customers, examples of the types of programs are listed below.

- *Commercial and Industrial Prescriptive Incentive Program*
- *Commercial and Industrial Custom Incentive Program*
- *Multi-Family Common Area Program*
- *Small Business Direct Install*
- *New Construction & Remodeling*
- *Business Education Services*
- *Pilot/Emerging Technology Program*

ENERGY OPTIMIZATION PROGRAMS AND CONTRACTORS					
<b>INDEPENDENTLY ADMINISTERING</b>					
Utility	Sector		Program Type	Year Imp.	Implementation Contractors
Village of Clinton	Residential	1	Residential Low Income	2009	Internally
		2	Efficient Lighting Program	2009	Internally
		3	Residential Education Services	2009	Internally
		4	Residential Appliances & HVAC	2009	Internally
	C & I	1	Business Services	2009	Internally
		2	Education Services	2009	Internally
		Eval	Evaluation & Verification	2009	Local Police Officer
Coldwater Board of Public Utilities	Residential	1	Residential Low Income	2009	Internally
		2	Efficient Lighting Program	2009	Efficiency Smart
		3	Appliance Recycling	2009	JACO
		4	Residential Education Services	2009	Internally
		5	Residential Appliances & HVAC	2009	Efficiency Smart
	C & I	7	Residential Pilot Programs	2009	Efficiency Smart
		1	Prescriptive Incentive	2009	Efficiency Smart
		2	Custom Incentive	2009	Efficiency Smart
		3	Education Services	2009	Internally
		4	Pilot Programs	2009	Efficiency Smart
		Eval	Evaluation & Verification	2010	Integral Analytics
Detroit Public Lighting Dept.	Residential	1	Residential Low Income	2010	Walker Miller Energy Services
		2	Efficient Lighting	2010	Walker Miller Energy Services
		3	Educational Services	2010	Internal / Walker Miller Energy Services
	C & I	1	Prescriptive Incentive	2010	Walker Miller Energy Services
		2	Custom Incentive	2010	Walker Miller Energy Services
		3	Education Services	2010	Walker Miller Energy Services
		Eval	Evaluation & Verification	2010	KEMA
Lansing Board of Water & Light	Residential	1	Residential Low Income	2009	CACS & MEO
		2	Efficient Lighting Program	2009	MEO/WECC
		3	Refrigerator/Freezer Turn-In	2009	MEO/WECC
		4	Residential Appliances & HVAC	2010	MEO/WECC
		5	Residential Multi-Family In-Unit Efficiency	2010	MEO/WECC
		6	Residential Education Services	2009	Internally
		7	Residential Pilot Programs	2011	Internally
	C & I	1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Small Business Direct Install	2011	Franklin Energy
		4	Education Services	2009	Internally
		5	Pilot Programs	2010	Internally
				Eval	Evaluation & Verification
City of Marshall	Residential	1	Residential Low Income	2009	Internally
		2	Residential Services	2009	Internally
		3	Residential Education Services	2009	Internally
	C & I	1	Prescriptive Incentive	2009	Internally
		2	Custom Incentive	2009	Internally
		3	Education Services	2009	Internally
		Eval	Evaluation & Verification	2010	Internally
Sebewaing	Residential	1	Residential Low Income	2009	Internally
		2	Residential Services	2009	Internally
		3	Residential Education Services	2009	Internally
		4	Residential Pilot	2010	Internally
		5	Residential Appliances & HVAC	2010	Internally
	C & I	1	Prescriptive Incentive	2009	Internally
		2	Custom Incentive	2009	Internally
		3	Education Services	2009	Internally
		4	Pilot Programs	2010	Internally
				Eval	Evaluation & Verification

<b>INDEPENDENTLY ADMINISTERING (continued)</b>					
Utility	Sector		Program Type	Year Imp.	Implementation Contractors
Union City Electric Department	Residential	1	Residential Low Income	2009	Internally
		2	Efficient Lighting Program	2009	Internally
		3	Residential Education Services	2009	Internally
	C&I	1	Prescriptive Incentive Program	2009	Internally
		2	Education Services	2009	Internally
		Eval	Evaluation & Verification	2009	KEMA INC.
City of Wakefield	Residential	1	Residential Low Income	2010	Internally
		2	Efficient Lighting Program	2010	Internally
		3	Residential Education Services	2010	Internally
		4	Electric Water Heater Saving Kits	2010	Internally
	C & I	1	Prescriptive Incentive	2010	Internally
		2	Custom Incentive	2010	Internally
		3	Education Services	2010	Internally
		Eval	Evaluation & Verification	2009	None due to budget constraints
<b>MECA COLLABORATIVE</b>					
Escanaba Electric Department	Residential	1	Residential Low Income	2010	WECC
		2	Energy Star Products	2010	WECC
		3	Appliance Recycling	2010	WECC
		4	Efficient HVAC	2010	WECC
		5	Audit & Weatherization / New Construction	2010	WECC
		6	Education Services	2010	WECC
		7	Pilot Programs	2010	WECC
	C & I	1	General Business Services	2010	WECC
		2	Education Services	2010	WECC
		3	Pilot Programs	2010	WECC
Eval	Evaluation & Verification	2009	KEMA		
Marquette Board of Light & Power	Residential	1	Residential Low Income	2010	WECC
		2	Energy Star Products	2010	WECC
		3	Appliance Recycling	2010	WECC
		4	Efficient HVAC	2010	WECC
		5	Audit & Weatherization / New Construction	2010	WECC
		6	Education Services	2010	WECC
		7	Pilot Programs	2010	WECC
	C&I	1	General Business Services	2010	WECC
		2	Education Services	2010	WECC
		3	Pilot Programs	2010	WECC
Eval	Evaluation & Verification	2009	KEMA		
Newberry Water & Light Board	Residential	1	Residential Low Income	2010	WECC
		2	Energy Star Products	2010	WECC
		3	Appliance Recycling	2010	WECC
		4	Efficient HVAC	2010	WECC
		5	Audit & Weatherization / New Construction	2010	WECC
		6	Farm Services	2012	WECC
		7	Education Services	2010	WECC
		8	Pilot Programs	2010	WECC
	C&I	1	General Business Services	2010	WECC
		2	Education Services	2010	WECC
		3	Pilot Programs	2010	WECC
Eval	Evaluation & Verification	2009	KEMA		
City of Stephenson	Residential	1	Residential Low Income	2010	WECC
		2	Energy Star Products	2010	WECC
		3	Appliance Recycling	2010	WECC
		4	Efficient HVAC	2010	WECC
		5	Audit & Weatherization / New Construction	2010	WECC
		6	Education Services	2010	WECC
		7	Pilot Programs	2010	WECC
	C & I	1	General Business Services	2010	WECC
		2	Education Services	2010	WECC
		3	Pilot Programs	2010	WECC
Eval	Evaluation & Verification	2009	KEMA		



<b>MPPA Collaborative</b>					
Utility	Sector		Program Type	Year Imp.	Implementation Contractors
Bay City Electric Light & Power	Residential	1	Residential Low Income	2009	Internally
		2	Efficient Lighting Program	2009	Franklin Energy
		3	Refrigerator/Freezer Turn-In	2009	Franklin Energy
		4	Residential Education Services	2009	Internally
		5	Residential Appliances & HVAC	2010	Franklin Energy
		6	Residential Home Energy Programs	2010	Internally
		7	Electric Water Heater Saving Kits	2010	Internally
		8	Residential Pilot Programs	2010	Internally
	C & I	1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Small Business Direct Install	2011	Franklin Energy
4		Education Services	2009	Internally	
5		Pilot Programs	2010	Internally	
Eval	Evaluation & Verification	2009	KEMA		
City of Charlevoix	Residential	1	Residential Low Income	2009	MCAA
		2	Efficient Lighting Program	2009	Franklin Energy
		3	Refrigerator/Freezer Turn-In	2009	Franklin Energy
		4	Residential Education Services	2009	Internally
		5	Residential Appliances & HVAC	2010	Franklin Energy
	C & I	1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Small Business Direct Install	2011	Franklin Energy
		4	Education Services	2009	Internally
		Eval	Evaluation & Verification	2009	KEMA
	Chelsea Electric Department	Residential	1	Residential Low Income	2009
2			Efficient Lighting Program	2009	Franklin Energy
3			Refrigerator/Freezer Turn-In	2009	Franklin Energy
4			Residential Education Services	2009	Internally
5			Residential Multi-Family In-Unit Efficiency	2010	Franklin Energy
6			Residential Appliances & HVAC	2010	Franklin Energy
7			Residential Pilot Programs	2010	Internally
C & I		1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Small Business Direct Install	2011	Franklin Energy
		4	Education Services	2009	Internally
5	Pilot Programs	2010	Internally		
Eval	Evaluation & Verification	2009	KEMA		
Croswell Light & Power	Residential	1	Residential Low Income	2009	Internally
		2	Efficient Lighting	2009	Internally
		3	Refrigerator/Freezer Turn-In & Recycling	2009	Franklin Energy
		4	Efficient Appliances & HVAC	2009	Franklin Energy
		5	Residential Pilot Programs	2009	Internally
		6	Educational Services	2009	Internally
	C & I	1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Small Business Direct Install	2011	Franklin Energy
		4	Education Services	2009	Internally
	Eval	Evaluation & Verification	2009	KEMA	
Dowagiac Department of Public Services	Residential	1	Residential Low Income	2009	MCAA
		2	Efficient Lighting Program	2009	Franklin Energy
		3	Refrigerator/Freezer Turn-In	2009	Franklin Energy
		4	Residential Education Services	2009	Internally
		5	Residential Appliances & HVAC	2010	Franklin Energy
	C & I	1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Small Business Direct Install	2011	Franklin Energy
		4	Education Services	2009	Internally
	Eval	Evaluation & Verification	2009	KEMA	

<b>MPPA Collaborative</b>					
Utility	Sector		Program Type	Year Imp.	Implementation Contractors
City of Eaton Rapids	Residential	1	Residential Low Income	2009	MCAAA
		2	Efficient Lighting Program	2009	Franklin Energy
		3	Refrigerator/Freezer Turn-In	2009	Franklin Energy
		4	Residential Education Services	2009	Internally
		5	Residential Pilot Programs	2010	Internally
		6	Residential Appliances & HVAC	2010	Franklin Energy
		7	Residential Home Energy Program	2012	Internal
	C & I	1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Small Business Direct Install	2011	Franklin Energy
		4	Education Services	2009	Internally
5		Pilot Programs	2010	Internally	
Eval		Evaluation & Verification	2009	KEMA	
Grand Haven Board of Light & Power	Residential	1	Residential Low Income	2009	MCAAA
		2	Efficient Lighting Program	2009	Franklin Energy
		3	Refrigerator/Freezer Turn-In	2009	Franklin Energy
		4	Residential Education Services	2009	Internally
		5	Residential Home Energy Program	2012	Internal
		6	Residential Appliances & HVAC	2010	Franklin Energy
		7	Residential Multi-Family In-Unit Efficiency	2010	Franklin Energy
		8	Residential Pilot Programs	2010	Internally
	C & I	1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Small Business Direct Install	2011	Franklin Energy
		4	Education Services	2009	Internally
		5	Pilot Programs	2010	Internally
		Eval		Evaluation & Verification	2009
Harbor Springs Municipal Utility	Residential	1	Residential Low Income	2010	MCAAA
		2	Efficient Lighting Program	2009	Franklin Energy
		3	Refrigerator/Freezer Turn-In	2009	Franklin Energy
		4	Residential Education Services	2009	Internally
		5	Residential Appliances & HVAC	2010	Franklin Energy
	C & I	1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Small Business Direct Install	2011	Franklin Energy
		4	Education Services	2009	Internally
Eval		Evaluation & Verification	2009	KEMA	
City of Hart Hydro Electric	Residential	1	Residential Low Income	2010	Internally
		2	Efficient Lighting Program	2009	Franklin Energy
		3	Refrigerator/Freezer Turn-In	2009	Franklin Energy
		4	Residential Education Services	2009	Internally
		5	Residential Appliances & HVAC	2010	Franklin Energy
	C & I	1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Small Business Direct Install	2011	Franklin Energy
		4	Education Services	2009	Internally
Eval		Evaluation & Verification	2009	KEMA	
Holland Board of Public Works	Residential	1	Residential Low Income	2009	MCAAA, Lakeshore Habitat for Humanity
		2	Efficient Lighting Program	2009	Franklin Energy
		3	Refrigerator/Freezer Turn-In	2009	Franklin Energy
		4	Residential Education Services	2009	Internally
		5	Residential Appliances & HVAC	2009	Franklin Energy
		8	Residential Multi-Family In-Unit Efficiency	2009	Franklin Energy
		9	Residential Pilot Programs	2009	Internally
	C & I	1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Small Business Direct Install	2011	Franklin Energy
		4	Education Services	2009	Internally
		5	Pilot Programs	2009	Internally
		Eval		Evaluation & Verification	2009

<b>MPPA Collaborative (continued)</b>					
Utility	Sector		Program Type	Year Imp.	Implementation Contractors
Lowell Light and Power	Residential	1	Residential Low Income	2009	Internally
		2	Efficient Lighting Program	2009	Internally
		3	Refrigerator/Freezer Turn-In	2009	Franklin Energy
		4	Residential Education Services	2009	Internally
		5	Residential Appliances & HVAC	2010	Franklin Energy
		6	Residential Pilot Programs	2009	Internally
	C & I	1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Small Business Direct Install	2011	Franklin Energy
		4	Education Services	2009	Internally
5		Pilot Programs	2009	Internally	
Eval		Evaluation & Verification	2009	KEMA	
Niles Utilities Department	Residential	1	Residential Low Income	2010	MCAAA
		2	Efficient Lighting Program	2009	Franklin Energy
		3	Refrigerator/Freezer Turn-In	2009	Franklin Energy
		4	Residential Education Services	2009	Internally
		5	Residential Appliances & HVAC	2009	Franklin Energy
	C & I	1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Small Business Direct Install	2011	Franklin Energy
		4	Education Services	2009	Internally
		Eval		Evaluation & Verification	2009
Village of Paw Paw	Residential	1	Residential Low Income	2009	Internally
		2	Efficient Lighting Program	2009	Franklin Energy
		3	Refrigerator/Freezer Turn-In	2009	Franklin Energy
		4	Residential Multi-Family In-Unit Efficiency	2009	Franklin Energy
		5	Residential Education Services	2009	Internally
		6	Residential Appliances & HVAC	2010	Franklin Energy
	C & I	1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Small Business Direct Install	2011	Franklin Energy
		4	Education Services	2009	Internally
Eval		Evaluation & Verification	2009	KEMA	
City of Petoskey	Residential	1	Residential Low Income	2009	Internally
		2	Efficient Lighting Program	2009	Franklin Energy
		3	Refrigerator/Freezer Turn-In	2009	Franklin Energy
		4	Residential Education Services	2009	Internally
		5	Residential Appliances & HVAC	2010	Franklin Energy
		6	Pilot Programs	2010	Internally
	C & I	1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Small Business Direct Install	2011	Franklin Energy
		4	Education Services	2009	Internally
5	Pilot Programs	2010	Internally		
Eval		Evaluation & Verification	2009	KEMA	
Portland Light and Power Board	Residential	1	Residential Low Income	2009	MCAAA
		2	Efficient Lighting Program	2009	Franklin Energy
		3	Refrigerator/Freezer Turn-In	2009	Franklin Energy
		4	Residential Education Services	2009	Internally
		5	Residential Appliances & HVAC	2010	Franklin Energy
	C & I	1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Small Business Direct Install	2011	Franklin Energy
		4	Education Services	2009	Internally
	Eval		Evaluation & Verification	2009	KEMA
City of St. Louis	Residential	1	Residential Low Income	2009	Internally
		2	Efficient Lighting Program	2009	Franklin Energy
		3	Refrigerator/Freezer Turn-In	2009	Franklin Energy
		4	Residential Education Services	2009	Internally
		5	Residential Appliances & HVAC	2010	Franklin Energy
		6	Residential Pilot Programs	2010	Internally
	C & I	1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Small Business Direct Install	2011	Franklin Energy
		4	Education Services	2009	Internally
5	Pilot Programs	2010	Internally		
Eval		Evaluation & Verification	2009	KEMA	

<b>MPPA Collaborative (continued)</b>					
Utility	Sector		Program Type	Year Imp.	Implementation Contractors
City of Sturgis	Residential	1	Residential Low Income	2009	MCAAA
		2	Efficient Lighting Program	2009	Franklin Energy
		3	Residential Home Energy Program	2012	Internally
		4	Residential Education Services	2009	Internally
		5	Residential Appliances & HVAC	2010	Franklin Energy
	C & I	1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Small Business Direct Install	2011	Franklin Energy
		4	Pilot Programs	2010	Internally
		5	Education Services	2009	Internally
Eval		Evaluation & Verification	2009	KEMA	
Traverse City Light and Power	Residential	1	Residential Low Income	2009	Internally, MCAAA, DHS, TCHC
		2	Efficient Lighting Program	2009	Internally
		3	Refrigerator/Freezer Turn-In	2009	Franklin Energy
		4	Residential Education Services	2009	Internally
		5	Residential Appliances & HVAC	2009	Franklin Energy
		6	Residential Pilot Programs	2009	Internally
	C & I	1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Small Business Direct Install	2011	Franklin Energy
		4	Education Services	2009	Internally
5	Pilot Programs	2009	Internally		
Eval		Evaluation & Verification	2009	KEMA	
Wyandotte Municipal Services	Residential	1	Residential Low Income	2009	Internally
		2	Efficient Lighting Program	2009	Internally
		3	Refrigerator/Freezer Turn-In	2009	Franklin Energy
		4	Residential Education Services	2009	Internally
		5	Residential Pilot Programs	2009	Internally
		6	Residential Appliances & HVAC	2010	Franklin Energy
	C & I	1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Pilot Programs	2009	Internally
		4	Education Services	2009	Internally
Eval		Evaluation & Verification	2009	KEMA	
Zeeland Board of Public Works	Residential	1	Residential Low Income	2009	MCAAA
		2	Efficient Lighting Program	2009	Internally
		3	Refrigerator/Freezer Turn-In	2010	Franklin Energy
		4	Residential Education Services	2009	Internally
		5	Residential Appliances & HVAC	2010	Franklin Energy
		6	Residential Pilot Programs	2009	Internally
	C & I	1	Prescriptive Incentive	2009	Franklin Energy
		2	Custom Incentive	2009	Franklin Energy
		3	Small Business Direct Install	2011	Franklin Energy
		4	Education Services	2009	Internally
Eval		Evaluation & Verification	2010	KEMA	

Efficiency United Municipal Utilities
Village of Baraga
City of Crystal Falls
Daggett Electric Department
City of Gladstone Electrical Department
Hillsdale Board of Public Utilities
Village of L'Anse
City of Negaunee Electric Department
City of Norway Electric Department
South Haven Department of Public Works

## MWh Data

Electric Municipals	1.00%			1.00%
	2012 Target	2012 Actual	% Achieved	2013 Target
Bay City Electric Light & Power	2,860	3,037	106%	3,124
City of Charlevoix	603	643	106%	569
Chelsea Electric Department	366	479	131%	828
Village of Clinton	213	203	95%	227
Coldwater Board of Public Utilities	2,589	2,104	81%	3,280
Croswell Light & Power Department	357	489	137%	271
Detroit Public Lighting Department	865	592	68%	1,608
Dowagiac Department of Public Services	417	538	129%	EU in 2013
City of Eaton Rapids	455	607	133%	377
Escanaba Electric Department	1,428	1,338	94%	1,471
Grand Haven Board of Light and Power	2,223	1,912	86%	2,986
Harbor Springs Municipal Utility	358	369	103%	EU in 2013
City of Hart Hydro Electric	394	265	67%	551
Holland Board of Public Works	7,948	8,116	102%	9,653
Lansing Board of Water & Light	19,280	23,147	120%	18,363
Lowell Light and Power	483	503	104%	628
Marquette Board of Light and Power	3,098	2,912	94%	3,199
City of Marshall Electric Department	537	868	162%	725
Newberry Water & Light Board	192	243	127%	140
Niles Utilities Department	1,287	1,003	78%	1,578
Village of Paw Paw	480	450	94%	511
City of Petoskey	1,080	839	78%	1,358
Portland Light and Power Board	362	332	92%	392
Sebewaing Light & Water Dept.	311	1,017	327%	163
City of St. Louis	378	365	97%	391
City of Stephenson	60	68	113%	51
City of Sturgis	2,215	2,798	126%	1,699
Traverse City Light & Power	2,543	4,109	162%	2,157
Union City	139	125	89%	171
City of Wakefield	52	52	100%	130
Wyandotte Municipal Services	2,495	2,500	100%	3,187
Zeeland Board of Public Works	2,601	1,484	57%	4,101

Efficiency United Municipal Utilities
Village of Baraga
City of Crystal Falls
Daggett Electric Department
City of Gladstone Electrical Department
Hillsdale Board of Public Utilities
Village of L'Anse
City of Negaunee Electric Department
City of Norway Electric Department
South Haven Department of Public Works

Actual 2012 Expenditures

<b>Electric Municipals</b>	<b>Total 2012</b>	<b>Residential W/O Low Income</b>	<b>Residential W/Low Income</b>	<b>C&amp;I</b>	<b>Low Income</b>	<b>Admin &amp; Eval</b>
Bay City Electric Light & Power	\$469,307	\$179,571	\$239,588	\$198,694	\$60,017	\$31,026
City of Charlevoix	\$68,757	\$12,125	\$14,127	\$49,970	\$2,002	\$4,660
Chelsea Electric Department	\$72,410	\$20,313	\$20,313	\$44,951	\$0	\$7,146
Village of Clinton	\$9,465	\$5,864	\$5,992	\$1,823	\$127	\$1,650
Coldwater Board of Public Utilities	\$536,800	\$112,600	\$191,000	\$244,200	\$78,400	\$101,600
Croswell Light & Power Department	\$43,500	\$2,952	\$5,507	\$31,946	\$2,555	\$6,047
Detroit Public Lighting Department	\$141,860	\$50	\$600	\$72,180	\$550	\$69,080
Dowagiac Department of Public Services	\$66,347	\$9,716	\$10,122	\$48,546	\$407	\$7,678
City of Eaton Rapids	\$67,040	\$13,487	\$13,839	\$47,397	\$352	\$5,803
Escanaba Electric Department	\$191,237	\$30,025	\$32,571	\$94,476	\$2,546	\$64,190
Grand Haven Board of Light and Power	\$228,811	\$33,988	\$34,626	\$181,452	\$638	\$12,733
Harbor Springs Municipal Utility	\$43,205	\$9,108	\$9,284	\$30,195	\$176	\$3,726
City of Hart Hydro Electric	\$38,926	\$4,177	\$4,177	\$31,040	\$0	\$3,709
Holland Board of Public Works	\$1,066,505	\$186,443	\$236,736	\$743,040	\$50,293	\$86,729
Lansing Board of Water & Light	\$3,260,845	\$929,233	\$1,129,792	\$1,817,240	\$200,559	\$313,813
Lowell Light and Power	\$63,247	\$11,074	\$12,499	\$39,416	\$1,425	\$11,332
Marquette Board of Light and Power	\$488,019	\$95,103	\$104,486	\$236,045	\$9,383	\$147,488
City of Marshall Electric Department	\$55,902	\$9,320	\$9,320	\$32,477	\$0	\$14,105
Newberry Water & Light Board	\$31,159	\$16,341	\$19,808	\$7,918	\$3,467	\$3,433
Niles Utilities Department	\$129,103	\$27,709	\$29,346	\$90,086	\$1,637	\$9,672
Village of Paw Paw	\$55,998	\$9,285	\$9,285	\$42,895	\$0	\$3,817
City of Petoskey	\$96,140	\$13,599	\$13,599	\$76,149	\$0	\$6,393
Portland Light and Power Board	\$41,497	\$15,665	\$16,071	\$21,430	\$407	\$3,995
Sebewaing Light & Water Dept.	\$43,577	\$9,205	\$12,687	\$26,211	\$3,482	\$4,680
City of St. Louis	\$53,446	\$7,908	\$8,332	\$39,990	\$424	\$5,125
City of Stephenson	\$7,799	\$2,378	\$2,593	\$2,656	\$215	\$2,550
City of Sturgis	\$242,340	\$31,996	\$33,340	\$198,609	\$1,344	\$10,392
Traverse City Light & Power	\$612,250	\$94,106	\$100,341	\$386,186	\$6,236	\$125,723
Union City	\$11,577	\$7,434	\$7,635	\$3,092	\$201	\$850
City of Wakefield	\$6,186	\$2,324	\$2,766	\$3,214	\$442	\$206
Wyandotte Municipal Services	\$238,925	\$54,522	\$77,888	\$134,100	\$23,366	\$26,937
Zeeland Board of Public Works	\$285,371	\$67,278	\$67,538	\$204,925	\$260	\$12,908

<b>Efficiency United Municipal Utilities</b>
Village of Baraga
City of Crystal Falls
Daggett Electric Department
City of Gladstone Electrical Department
Hillsdale Board of Public Utilities
Village of L'Anse
City of Negaunee Electric Department
City of Norway Electric Department
South Haven Department of Public Works

<b>Energy Optimization Administration and Residential Surcharges for 2012</b>			
<b>Electric Municipals</b>	<b>Case No.</b>	<b>Administration 2012</b>	<b>EO Residential Surcharge per \$/kWh or Per Meter</b>
Bay City Electric Light & Power	U-16689	MPPA	0.000825
City of Charlevoix	U-16690	MPPA	\$0.00115
Chelsea Electric Department	U-16691	MPPA	\$0.00100
Village of Clinton	U-16692	Independently	\$0.00000
Coldwater Board of Public Utilities	U-16693	Independently	\$0.00252
Croswell Light & Power Department	U-16694	MPPA	\$0.00169
Detroit Public Lighting Department	U-16697	Independently	\$0.00150
Dowagiac Department of Public Services	U-16698	MPPA	\$0.00100
City of Eaton Rapids	U-16699	MPPA	\$0.00080
Escanaba Electric Department	U-16700	MECA	\$0.00186
Grand Haven Board of Light and Power	U-16702	MPPA	\$0.00138
Harbor Springs Municipal Utility	U-16703	MPPA	\$0.00124
City of Hart Hydro Electric	U-16704	MPPA	\$0.00130
Holland Board of Public Works	U-16706	MPPA	\$0.00159
Lansing Board of Water & Light	U-16708	Independently	\$0.00185
Lowell Light and Power	U-16709	MPPA	\$0.00163
Marquette Board of Light and Power	U-16710	MECA	\$0.00171
City of Marshall Electric Department	U-16711	Independently	\$0.00000
Newberry Water & Light Board	U-16713	MECA	\$0.00137
Niles Utilities Department	U-16714	MPPA	\$0.00000
Village of Paw Paw	U-16716	MPPA	\$0.00120
City of Petoskey	U-16717	MPPA	\$0.00182
Portland Light and Power Board	U-16718	MPPA	\$0.00132
Sebewaing Light & Water Dept.	U-16719	Independently	\$0.00174
City of St. Louis	U-16721	MPPA	\$0.00114
City of Stephenson	U-16722	MECA	\$0.00128
City of Sturgis	U-16723	MPPA	\$0.00112
Traverse City Light & Power	U-16724	MPPA	\$0.00000
Union City	U-16725	Independently	\$0.00090
City of Wakefield	U-16726	Independently	\$0.00122
Wyandotte Municipal Services	U-16727	MPPA	\$0.00148
Zeeland Board of Public Works	U-16728	MPPA	\$1.00 Per Meter

#### **Efficiency United Municipal Utilities**

Village of Baraga	U-16688	Efficiency United	
City of Crystal Falls	U-16695	Efficiency United	
Daggett Electric Department	U-16696	Efficiency United	
City of Gladstone Electrical Department	U-16701	Efficiency United	
Hillsdale Board of Public Utilities	U-16705	Efficiency United	
Village of L'Anse	U-16707	Efficiency United	
City of Negaunee Electric Department	U-16712	Efficiency United	
City of Norway Electric Department	U-16715	Efficiency United	
South Haven Department of Public Works	U-16720	Efficiency United	\$0.00079

## Traverse City 2012 Energy Optimization Program Summary and 2013 Goals

	2012 Goals		2012 Actual		2012 Over/(under)		2013 Plan Filing		2013 Revised Goals	
	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	Gross First Year kWh Savings	Program Budget
<b>Program Portfolio</b>										
Low Income Services	20,451	\$4,164	26,056	\$6,236	5,605	\$2,072	22,258	\$4,533	22,258	\$4,533
Efficient Lighting	78,531	\$6,297	338,247	\$14,662	259,716	\$8,365	238,352	\$23,733	114,696	\$11,546
Appliance Recycling	82,089	\$19,104	156,841	\$21,231	74,752	\$2,127	122,419	\$28,489	60,591	\$14,164
Efficient App. And HVAC	31,009	\$16,812	42,950	\$19,205	11,941	\$2,393	44,015	\$23,864	44,015	\$16,814
Educational Services	47,849	\$7,265	155,959	\$23,680	108,110	\$16,415	48,528	\$7,526	48,528	\$7,526
Pilot Programs	74,727	\$12,108	94,598	\$15,328	19,871	\$3,220	80,880	\$12,544	80,880	\$12,544
<b>Subtotal - Residential Solutions</b>	<b>334,656</b>	<b>\$65,750</b>	<b>814,650</b>	<b>\$100,341</b>	<b>479,994</b>	<b>\$34,591</b>	<b>556,451</b>	<b>\$100,689</b>	<b>370,967</b>	<b>\$67,126</b>
Prescriptive Incentives	1,471,886	\$190,159	1,536,425	\$195,247	64,539	\$5,088	1,832,764	\$239,277	1,088,672	\$178,125
Custom Incentives	430,256	\$68,841	1,206,913	\$112,151	776,657	\$43,310	535,746	\$85,719	386,928	\$62,644
Small business Direct Install	178,286	\$23,586	197,390	\$25,114	19,104	\$1,528	180,814	\$25,885	180,814	\$25,885
Educational Services	47,849	\$7,265	155,959	\$23,680	108,110	\$16,415	48,528	\$7,526	48,528	\$7,526
Pilot/Emerging Technology Programs	79,748	\$12,108	197,559	\$29,995	117,811	\$17,887	80,880	\$12,544	80,880	\$12,544
Self Directed Customers	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
<b>Subtotal - Business Solutions</b>	<b>2,208,025</b>	<b>\$301,959</b>	<b>3,294,246</b>	<b>\$386,186</b>	<b>1,086,221</b>	<b>\$84,227</b>	<b>2,678,732</b>	<b>\$370,951</b>	<b>1,785,821</b>	<b>\$286,724</b>
<b>Total Program Portfolio</b>	<b>2,542,681</b>	<b>\$367,709</b>	<b>4,108,896</b>	<b>\$486,528</b>	<b>1,566,215</b>	<b>\$118,819</b>	<b>3,235,183</b>	<b>\$471,640</b>	<b>2,156,789</b>	<b>\$353,850</b>
Program Administration		\$19,373		\$116,147		\$96,774		\$20,070		\$20,070
Evaluation (EM&V)		\$9,686		\$9,576		\$96,774		\$10,035		\$10,035
<b>Subtotal - Admin/Evaluation</b>		<b>\$29,059</b>		<b>\$125,723</b>		<b>\$96,774</b>		<b>\$30,105</b>		<b>\$30,105</b>
<b>Projected Annual Totals</b>	<b>2,542,681</b>	<b>\$396,768</b>	<b>4,108,896</b>	<b>\$612,250</b>	<b>1,566,215</b>	<b>\$215,592</b>	<b>3,235,183</b>	<b>\$501,745</b>	<b>2,156,789</b>	<b>\$383,955</b>