CITY OF CHARLEVOIX

AGENDA
CITY OF CHARLEVOIX CITY COUNCIL REGULAR MEETING
Monday, October 15, 2018- 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

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1. **Pledge of Allegiance**
2. **Roll Call**
3. **Presentations**
4. **Inquiry Regarding Conflicts of Interest**
5. **Consent Agenda**

   A. City Council Meeting Minutes - October 1, 2018
   B. General Liability & Property Insurance 2018-19 Renewal
   C. Accounts Payable and Payroll Check Registers
   D. 2018 Fleet Fuel Contract
   E. Set Rate for Weddings Performed by Mayor

6. **Public Hearings and Actions Requiring Public Hearings**

   A. Set Public Hearing: Hotel Earl, LLC CFEC Request
      Mark L. Heydlauff, City Manager

7. **All Other Actions and Requests**

   A. Renewable Energy Generator Procedures
      Don Swem, Electric Superintendent
   B. Airport Staffing Changes and Revised Job Descriptions
      Matthew Wyman, Airport Manager
   C. Bridge Rails
      Mark L. Heydlauff, City Manager

8. **Reports and Communications**

   A. Public Comments
   B. City Manager's Comments
   C. Mayor and Council Comments

9. **Other Council Business**

10. Adjourn

The City of Charlevoix 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 upon one weeks' notice to the City of Charlevoix. Individuals with disabilities requiring auxiliary aids or services should contact the City of Charlevoix Clerk's Office in writing or calling the following: City Clerk, 210 State Street, Charlevoix, MI 49720 (231) 547-3250.

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: City Council Meeting Minutes - October 1, 2018

DATE: October 15, 2018

RECOMMENDATION:

Motion to approve City Council minutes.

ATTACHMENTS:

- Draft Council Minutes

CITY OF CHARLEVOIX
DRAFT REGULAR CITY COUNCIL MEETING MINUTES
Monday, October 1, 2018 – 6:00 p.m.
Council Chambers, 210 State Street, Charlevoix, MI

The meeting was called to order at 6:00 p.m. by Mayor Luther Kurtz.

1. Pledge of Allegiance

2. Roll Call

Mayor:	Luther Kurtz
Members Present:	Greg Bryan, Shane Cole, Tom Oleksy, Leon Perron
Members Absent:	Janet Kalbfell, Aaron Hagen
City Manager:	Mark L. Heydlauff
City Clerk:	Joyce Golding

3. Presentations

A. 2017-18 Audit Presentation

Annette Eustice of Rehmann Robson gave Council a brief update on the 2017-18 Financial Audit.

Mayor Kurtz opened the item to public comment:

- Don Exelby questioned whether the Airport was operating at a deficit. Ms. Eustice noted that the Airport was not operating at a deficit and explained the use of federal funds.

The item was closed to the public.

B. Housing Update

Community Planner Egan provided an update on topics surrounding the housing policy and the needs in our community. She stated that housing has been on the radar of the Planning Commission for some time now. They are well aware of the need for more attainable housing and the impact the lack of housing is having on the community. To that end they have been learning as much as they can and the Planning Commission will discuss this topic in depth over the next several months with the goal of adjusting the Zoning Ordinance to allow for and invite new housing opportunities into the City.

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

All items listed under Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the Consent Agenda and considered separately.

A. City Council Meeting Minutes – September 17, 2018
B. Accounts Payable and Payroll Check Registers
   a. Special Accounts Payable Check Register – September 21, 2018
   b. Regular Accounts Payable Check Register – October 2, 2018
   c. ACH Payments – September 17, 2018 to September 25, 2018
   d. Payroll Check Register – September 21, 2018
   e. Payroll Transmittal – September 21, 2018
   f. Payroll Transmittal – October 1, 2018
   g. Tax Disbursement – October 2, 2018
C. Resolution to Waive Penalty Fees for Failure to File a Property Transfer Affidavit

CITY OF CHARLEVOIX
RESOLUTION NO. 2018-10-01
WAIVE PENALTY FEES AND INTEREST FOR FAILURE TO FILE A PROPERTY TRANSFER AFFIDAVIT

WHEREAS, *Section 211.27a of the General Property Tax Act requires the buyer, grantee or other transferee of property to file a property transfer affidavit as prescribed by the State Tax Commission, with the appropriate Assessing Officer in the local unit of government in which the property is located; and*

WHEREAS, *Section 211.27b of the General Property Tax Act imposes penalties for the failure to file a Property Transfer Affidavit after 45 days have elapsed; and*

WHEREAS, *Section 211.27b of the General Property Tax Act provides that the local governing body may waive, by Resolution, the penalties levied for the failure to file a Property Transfer Affidavit; and*

WHEREAS, *the City of Charlevoix waives the penalties for the failure to file a Property Transfer Affidavit within 45 days of transfer.*

***NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Charlevoix hereby waives penalties under Section 211.27b of the General Property Tax Act.*

***IT IS FURTHER RESOLVED**, that all resolutions or parts of resolutions in conflict herewith are hereby repealed.*

***RESOLVED** this 1st day of October, 2018 A.D.*

Resolution was adopted by the following yea and nay vote:
Yeas: Bryan, Oleksy, Cole, Perron
Nays: None
Absent: Kalbfell, Hagen

D. EMS Job Descriptions – Approve Paid-on-Call EMT, AEMT, Paramedic and Assistant EMS Director
E. Accept the 2017-18 Fiscal Year Financial Audit

Motion by Cole, second by Perron, to approve the Consent Agenda.
Yeas: Bryan, Oleksy, Cole, Perron
Nays: None
Absent: Kalbfell, Hagen

6. Public Hearings & Actions Requiring Public Hearings

A. Public Hearing for Zoning Ordinance Amendment: Housekeeping Changes

The Mayor opened the Public Hearing at 6:35 p.m. Community Planner Egan stated that the proposed amendments to multiple sections of the Zoning Ordinance were approved by the Planning Commission on September 10, 2018. All of the changes are corrections, clarifications, or minor in nature. Council's vote on these proposed changes will take place at the October 15th meeting when all Council members are present.

Mayor Kurtz opened the item to public comment.

- Rick Wertz questioned whether setbacks are measured from the building wall or overhang.

The Public Hearing was closed at 6:39 p.m.

7. All Other Actions & Requests

A. Historic District Request

City Manager Heydlauff recalled that in 2016, City Council created the Earl Young Historic District to protect the unique history and character of these homes. He explained that he received a letter requesting two homes be removed from this district. He noted that while the district creates the burden to receive approval before modifying the exterior of the home, there is substantial research suggesting local historic districts help maintain or even increase property values in addition to promoting the character and charm of the community.

Mayor Kurtz opened the item to public comment.

- Sydney Feldman, 306 Park Avenue, stated that he and his daughter at 308 Park Avenue were opposed to creating the district in 2016. He felt there was no benefit to homeowners being a part of the district. Mr. Feldman also felt that the future sale of his home may be negatively impacted.
- Greg Stevens felt that the district was "way over-governing."

The item was closed to the public.

Motion by Bryan, second by Oleksy, to refer to the Standing Historic District Commission the request to modify the Earl Young Historic District.
Yeas: Bryan, Oleksy, Cole, Perron
Nays: None
Absent: Kalbfell, Hagen

B. Set Work Session for October 29

City Manager Heydlauff recalled Council's recent work session on the topic of downtown parking where they wished to continue the discussion further. City Manager Heydlauff suggested holding a work session on October 29th to address downtown parking and deer management.

Mayor Kurtz opened the item to public comment. There was no comment and the item was closed.

Motion by Cole, second by Oleksy, to set a Council Work Session for 6:00 p.m. on October 29, 2018 for the purpose of discussing parking and deer management.
Yeas: Bryan, Oleksy, Cole, Perron
Nays: None
Absent: Kalbfell, Hagen

8. Reports & Communications

A. Public Comments

B. City Manager Comments

- MDOT intends on completing the Bridge Street project this season; there may be a brief closure on Bridge Street to reroute water lines.
- Taxi lane repaving will begin after October 15th.

C. Mayor & Council Comment

- Oleksy stated that the goats have returned to help eradicate invasive species at Lake Michigan Beach.

9. Other Council Business

10. Adjourn

The Mayor adjourned the meeting at 7:01 p.m.

Joyce M. Golding, City Clerk — Luther Kurtz, Mayor

Special Accounts Payable – 09/21/2018

AT&T	3,958.07	METLIFE SMALL BUSINESS CENTER	543.26
AT&T MOBILITY	89.00	STANDARD INSURANCE CO	4,271.52
CHARLEVOIX STATE BANK	5,956.26	VERIZON WIRELESS	56.72
CHARTER COMMUNICATIONS	1,851.60	VISION SERVICE PLAN	513.34
DELTA DENTAL	3,156.84		
GREAT LAKES ENERGY	216.71	**TOTAL**	**20,613.32**

Regular Accounts Payable – 10/02/2018

AIRGAS USA LLC	70.51	HEID, THOMAS J.	50.00
AMERICAN WASTE INC.	106.76	HEP'S HOMEBAKED GRANOLA	27.00
AMERICAN WATER WORKS ASSN	211.00	HEYDLAUFF, MARK L	50.00
ARCADIA BENEFITS GROUP INC	25.00	HOLIDAY COMPANIES	7,765.94
AT YOUR SERVICE PLUS INC	1,840.00	HYDE SERVICES LLC	591.72
AVFUEL CORPORATION	129,433.25	IDEXX DISTRIBUTION INC.	1,361.77
BARUZZINI GENERAL CONTRACTORS	1,770.00	INDEPENDENT DRAFTING SERVICES	1,900.00
BEAN, PETER	20.83	JACK DOHENY SUPPLIES INC	3,375.18
BEIJO DE CHOCOLAT LLC	13.00	JACKLIN STEEL SUPPLY CO	959.70
BERG, REBECCA	156.00	JOBA, ROBERT	50.00
BRADLEY, KELLY R.	60.00	KLOOSTER, ALIDA K.	50.00
CDW GOVERNMENT INC.	395.00	KLOOSTER, PATRICK H	50.00
CHARLEVOIX SCREEN MASTERS INC	1,138.60	KNORR, KENT	142.65
CINTAS CORPORATION	145.32	KSS ENTERPRISES	596.68
CINTAS CORPORATION #729	75.60	LAKE FOREST BAKING COMPANY	78.00
CITY OF CHARLEVOIX - UTILITIES	44,878.50	LAVENDER, JOSEPH E.	100.00
CONSUMER OFFICE FURNITURE	136.00	LEAH, ANTON	23.24
COOK FAMILY FARMS	45.00	LETTERS ONLINE	170.00
DeROSIA, PATRICIA E.	50.00	LOTTIE'S BAGELS	106.00
DHASELEER, CARL	192.00	LOUNSBURY SEQUANOTA COTTAGE TR	306.99
DITCH WITCH SALES OF MICHIGAN	488.00	MADDIN, RICHARD	12.00
DIXON ENGINEERING INC	3,800.00	MAILLOUX, SUSIE	25.00
DOAN, GERARD P.	50.00	MAYER, SHELLEY L.	50.00
DORNBOS SIGN INC.	558.13	McGINN, KELLY A.	50.00
DOTSON, LINDSEY J.	50.00	MCMULLEN, DONALD R	423.02
ECONO SIGNS LLC	821.37	MDC CONTRACTING LLC	437.50
EJ USA INC.	898.20	MICHIGAN MUNICIPAL LEAGUE	4,085.49
ELLIOTT, PATRICK M.	50.00	MICHIGAN MUSHROOM MARKET LLC	31.00
FAMILY FARM & HOME	594.68	MILLER, WILLIAM S.	50.00
FARMER WHITE'S	162.00	MOORE MEDICAL LLC	191.83
FASTENAL COMPANY	1,157.36	MUNSON HEALTHCARE CVX HOSPITAL	522.58
GAUTHIER, KARRIE	50.00	MUTT MITT	1,846.38
GBS INC.	960.00	NETWORKS NORTHWEST	225.00
GERBER HOMEMADE SWEETS	121.00	NOIROT, CYNTHIA	30.00
GOLDING, JOYCE M.	50.00	NORRIS, CHARLENE	11.14
GREAT LAKES PIPE & SUPPLY	83.28	NORTH COAST FASTENERS LLC	32.49
GUNTZVILLER, RHONDA	107.00	NORTHERN CREDIT BUREAU	94.78
HANKINS, SCOTT A.	50.00	NORTHERN MICHIGAN REVIEW INC.	718.08
HANSON, VIVIAN	115.00	OLESON'S FOOD STORES	119.14
HARBOR HOUSE PUBLISHERS	910.00	OLSON BZDOK & HOWARD	3,985.76

OMS COMPLIANCE SERVICES INC	52.50	SWEM, DONALD L.	50.00
PARASTAR INC.	2,575.19	SYN-TECH SYSTEMS INC.	267.00
PARKER, MICHAEL	11.00	SYSTEMS SPECIALISTS INC	5,753.50
PHYSICIAN'S CLINIC OF CHARLEVOIX	157.00	TELE-RAD INC	3,715.00
PLUNKETT & COONEY	20.00	TERMINAL SUPPLY CO	224.78
POND HILL FARM LLC	102.00	TIMMS, ROBERT	200.00
POSTMASTER	43.96	TRAVERSE LEGAL PLC	3,800.00
POWER LINE SUPPLY	537.78	UNIFIRST CORPORATION	573.61
RUNDBLAD, TED	16.00	UP NORTH PROPERTY SERVICES LLC	3,378.50
RUSTIC BAKER	67.00	USA BLUE BOOK	462.62
S&W HEALTHCARE CORPORATION	249.93	VILLAGE GRAPHICS INC.	184.40
SNOW MACHINES INC	5,499.70	WADE TRIM OPERATIONS SERVICES	1,319.13
SPARTAN STORES LLC	88.87	WAHOSKI, DAVID	419.97
SPIEGEL, JOZEF	49.00	WATROS, WILLIAM	27.92
STATE OF MICHIGAN	565.82	WURST, RANDALL W.	50.00
STRICKER'S OUTDOOR POWER EQUIP	24.75	WYMAN, MATTHEW A.	50.00
SUMMIT COMPANIES	300.00		
SUPERIOR MECHANICAL	225.00	**TOTAL**	**253,596.38**

ACH Payments – 09/17/2018 to 09/25/2018

MI PUBLIC POWER AGENCY	46,436.62	VANTAGEPOINT (ROTH IRA)	936.53
IRS (PAYROLL TAX DEPOSIT)	38,566.86	MERS (DEFINED BENEFIT PLAN)	40,834.32
ALERUS FINANCIAL (HCSP)	400.00	MI PUBLIC POWER AGENCY	14,834.57
STATE OF MI (WITHHOLDING TAX)	5,833.01	MI PUBLIC POWER AGENCY	245,246.03
VANTAGEPOINT (401 ICMA PLAN)	742.50		
VANTAGEPOINT (457 ICMA PLAN)	16,472.11	**TOTAL**	**412,302.55**

Payroll Net Pay – Pay Period Ending 09/15/2018 (Paid 09/21/2018)

HEYDLAUFF, MARK L.	2,358.07	MANKER SR, DAVID W.	644.53
GOLDING, JOYCE M.	1,761.58	BECKER, MICHAEL S.	652.40
DEROSIA, PATRICIA E.	1,113.68	NEDWICK, DAVID J.	594.99
DOTSON, LINDSEY J.	1,454.40	FREY, DYLAN V.	461.21
LOY, EVELYN R.	1,089.90	HART III, DELBERT W.	547.01
KLOOSTER, ALIDA K.	1,650.02	MCGHEE, ROBERT R.	999.42
GOLOVICH, KAREN J.	1,012.32	MUMICH, BARRY J.	190.35
SPENCLEY, PATRICIA L.	521.38	CRANDELL, ZACKARY R.	419.41
MILLER, FAITH G.	62.05	FERGUSON, ROYCE L.	508.95
MCGINN, KELLY A.	1,666.30	BOSS, SHERRY M.	646.72
JONES, JANET M.	518.62	SAYWARD, MADISON E.	496.99
LAVENDER, JOSEPH E.	871.82	ZIPP, BRANDON M.	460.91
DOAN, GERARD P.	1,860.52	ROSENTHAL, GABRIEL M.	756.30
SCHLAPPI, JAMES L.	1,168.49	KNORR, KENT J.	1,919.41
UMULIS, MATTHEW T.	1,440.37	ANZELL, BETH A.	417.45
HANKINS, SCOTT A.	1,810.65	KLOOSTER, PATRICK H.	1,465.01
ORBAN, BARBARA K.	1,376.91	EVANS JR, HALBERT K.	968.66
WILLIAMS, ASHLEY M.	1,747.10	KIRINOVIC, THOMAS F.	645.60
FLICKEMA, ANDREW M.	1,701.81	HEID, THOMAS J	1,314.09
RILEY, DENISE M.	457.14	LEESE, ALAN K.	425.47
MATELSKI, KRISTEN L.	1,257.15	GRUNCH, RONALD J.	132.06
BINGHAM, LARRY E.	941.64	DAVIS, RONALD L.	259.15
MATELSKI, RYAN G.	907.16	FAIRCHILD, GALEN W.	174.15
MACGILLIVRAY, ROGER	604.87	MASSON, DONALD J.	498.30
WURST, RANDALL W.	1,609.26	KUSINA, DENNIS W.	194.26
MAYER, SHELLEY L.	2,091.89	LABLANCE, MAUREEN J.	311.45
HILLING, NICHOLAS A.	1,326.77	LIVINGSTON, BRIAN D.	1,030.26
MEIER III, CHARLES A.	1,173.70	STANLEY, MARK J.	35.55
ZACHARIAS, STEVEN B.	1,297.16	WYMAN, MATTHEW A.	1,572.53
NEWMAN, MARK J.	1,097.11	MILLER, WILLIAM S.	1,259.94
SWEM, DONALD L.	1,970.94	DOUGLAS, MARK	932.67
EATON, BRAD A.	1,831.20	PRIOR, ERIN C.	342.25
WILSON, TIMOTHY J.	2,137.97	CERTA, BRIAN	851.83
LAVOIE, RICHARD L.	1,750.55	MCMULLEN, DONALD R.	1,466.58
STEVENS, BRANDON C.	2,216.01	TRAVERS, MANUEL J.	2,463.64
DRAVES, MARTIN J.	1,808.89	STEVENS, JEFFREY W.	823.71
ANDERSON, ELIZABETH A.	1,243.58	RILEY, CASEY W.	764.29
LEITNER, RYAN S.	1,137.16	JONES, LARRY M.	1,369.96
ELLIOTT, PATRICK M.	2,163.46	WILLSON, BRENDA R.	1,337.45
SCHWARTZFISHER, JOSEPH L.	1,019.56	BEAN, PETER J.	1,526.50
BRADLEY, KELLY R.	1,666.35	SILVA, JESSE L.A.	1,675.34
HART II, DELBERT W.	1,212.06	SEHL, JENNA R.	412.69
JONES, ROBERT F.	1,277.88	RILEY, DANIEL A.	131.37
DORAN, JUSTIN J.	1,468.45	WHEELER, MICHAEL W.	1,943.58
FARRELL, MITCHELL L.	1,303.78	SNYDER, CORY G.	300.66
THORP JR, WILLIAM D.	1,549.17	PEARSALL, KRISTA M.	237.53
MANKER JR, DAVID W.	441.12	DRAKE, WILLIAM F.	1,350.02

JOHNSON, MELISSA A.	1,204.71	MORRISON, KEVIN P.	1,275.10
AZZOPARDI, ANTHONY J.	1,272.48	BISHAW, JAMES H.	656.72
DEKORNE, ELIZABETH A.	323.31	KLINGER, BRADLEY W.	282.89
McRANEY, RUSSELL R.	22.03	GILL, DAVID R.	1,517.89
GERBER, SAMUEL A.	33.25		
WHITLEY, ANDREW T.	1,753.63	**TOTAL**	**110,422.58**

Payroll Transmittal – 09/21/2018 and 10/01/2018

4FRONT CREDIT UNION	558.84	MI STATE DISBURSEMENT UNIT	679.30
AMERICAN FAMILY LIFE	198.66	PRIORITY HEALTH	1,725.38
AMERICAN FAMILY LIFE	372.78	VELO LAW OFFICE	169.65
CHAR EM UNITED WAY	52.00	4FRONT CREDIT UNION	29,050.00
CHARLEVOIX STATE BANK	1,150.77	CHARLEVOIX STATE BANK	41,550.00
CHEMICAL BANK	150.00	CHEMICAL BANK	2,500.00
COMMUNICATION WORKERS OF AMER	582.62	**TOTAL**	**78,740.00**

Tax Disbursement – 10/02/2018

CHARLEVOIX COUNTY TREASURER	126,171.40	CITY OF CHARLEVOIX - TAXES DUE	148,689.89
CHARLEVOIX PUBLIC SCHOOLS	180,669.14	GORMAS, THADDAEUS & MICHELLE	2,722.43
CHARLEVOIX PUBLIC SCHOOLS	24,543.87	SCHULLER, MARTIN & ONEDA	1,224.66
CHARLEVOIX PUBLIC SCHOOLS	1,518.15		
CHARLEVOIX PUBLIC SCHOOLS	6,074.86	**TOTAL**	**491,614.40**

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: General Liability & Property Insurance 2018-19 Renewal

DATE: October 15, 2018

BACKGROUND:

The City has received its renewal quote for its general liability and property insurance policy with the Michigan Township Participating Plan (PAR Plan) for the year beginning November 1, 2018. The Invoice is for $98,536. Last year the premium was $95,383.00. Auto increases were due to additions of vehicles of approximately $104,000. Also, MCCA (No Fault Auto) went up $21 per vehicle. Increases in blanket property values were 3% higher to make sure the property is covered for replacement cost. Inland marine schedule increased $300,000 due to an addition of a loader and playground equipment. The playground equipment value was increased from $20,000 to $75,000.

The quoted insurance policy covers property and equipment valued at over $58,000,000 and fleet coverage for vehicles valued over $5,000,000. The coverage is quoted for $5 million of liability and property coverage and has deductibles of zero on liability and $500 on our fleet coverage, property, inland marine and EDP (computer equipment). This year's premium again includes Boiler Insurance with Travelers Property Casualty with a $2,500 deductable, which is the same coverage the City has had in the past with the PAR Plan.

For an additional $1,487.54 per year, the city can add Cyber Liability through HISCOX Pro.

RECOMMENDATION:

Approve the renewal of the City's general liability and property insurance policy with the Michigan Township Participating Plan for $98,536 for one year (November 1, 2018 - October 31, 2019) and approve an additional $1,487.54 for Hiscox Pro Cyber Coverage.

ATTACHMENTS:

- Summary of Coverage 2018-19
- Cyber Coverage 2018-19
- Premium Breakdown

MICHIGAN

TOWNSHIP

PARTICIPATING

PLAN

SUMMARY OF COVERAGES

FOR

City of Charlevoix 2018-2019

Presented By:
PAUL OLSON- RISK MANAGER

SUPPORT/SERVICE COMPANIES

MARKETING AND SERVICE:
Municipal Underwriters of West MI, Inc.
4171 Wolverine Drive
Williamsburg, MI 49690
(231) 421-3509 FAX
(888) 883-6391 MICHIGAN WATTS

TECHNICAL ADMINISTRATION:
Michigan Township Participating Plan
1700 Opdyke Court
Auburn Hills, MI 48326
(248) 371-3100 - LOCAL
(800) 783-1370 - MICHIGAN WATTS
(248) 371-3069 - FAX

RISK CONTROL ADMINISTRATION
Midwest Risk Control
1700 Opdyke Court
Auburn Hills, MI 48326
(248) 371-3100 - LOCAL
(800) 536-7425 - MICHIGAN WATTS
(248) 371-3069 - FAX

CLAIMS ADMINISTRATION
Midwest Claims Service
1700 Opdyke Court
Auburn Hills, MI 48326
(800) 225-6561 - MICHIGAN WATTS
(248) 371-3091 - FAX

I. COMPREHENSIVE MUNICIPAL LIABILITY COVERAGE:*

Limit of Liability Per Occurrence	$ 5,000,000
Limit of Liability Per Aggregate	$ No Aggregate
Deductible	$ 0

ADDITIONAL INSUREDS:

1. **Any** member of the governing body of the Named Insured
2. **Any** member of boards or commissions of the Named Insured
3. **Any** elected or appointed official of the Named Insured
4. **Any** employee of the Named Insured – Including **Contracted Assessor**
5. **Any** volunteer

ADDITIONAL INCLUDED COVERAGES:

1. Public Officials **RESIDENCE AND PLACE OF EMPLOYMENT**
2. Premises Medical Payments - $10,000 Limit
3. Host Liquor Law Liability
4. Special Events Liability - Fireworks Liability by Endorsement
5. Governmental Professional Malpractice Liability
6. Incidental Medical Malpractice Liability
7. Cemetery Professional Liability
8. Sewer Back Up Liability- $100,000
9. Employee Benefit Liability. $1,000,000/$3,000,000
10. Extended Bodily Injury and Property Damage Liability
11. Completed Operations
12. Property Legal Liability - $500,000 Limit
13. Premises and Operations
14. Care, Custody and Control Coverage - $25,000 per occurrence
15. Explosion, Collapse and Underground (exclusions deleted)
16. Vicarious Liability
17. Fellow Member Liability
18. Governmental Tort Immunity Waiver
19. Non-Owned and Hired auto liability coverage
20. Non-Owned and Owned Watercraft Liability-under 26'in length
21. Personal Injury Protection Includes:
    A. FALSE ARREST, DETENTION OR IMPRISONMENT
    B. MALICIOUS PROSECUTION
    C. WRONGFUL ENTRY OR EVICTION OR OTHER INVASION OF THE RIGHT OF PRIVATE OCCUPANCY
    D. LIBEL, SLANDER, ORAL OR WRITTEN PUBLICATION
    E. MENTAL ANGUISH & MENTAL INJURY

PUBLIC OFFICIALS WRONGFUL ACT LIABILITY
(Errors & Omissions)

Limit of Liability Per Occurrence:	$ 5,000,000
Limit of Liability Aggregate:	$ No Aggregate
Deductible:	$ 0

The following are areas of exposure to public officials and employees, which most generally are covered by a legal liability policy:

1. A decision or opinion of the municipal board
2. A decision or opinion of the fire & ambulance department
3. A decision or opinion of the zoning or planning board and zoning board of appeals
4. Regulatory Taking of Private Property" sustained by any one person or organization is One Hundred Thousand Dollars and No Cents ($100,000). "Regulatory Taking of Private Property", means the enactment or enforcement of any regulation or ordinance, which unconstitutionally and temporarily restricts the use of private property.
5. Decisions or opinions of Building, Electrical, Plumbing Inspectors and Contracted Assessors
6. Alleged negligence or incompetence on the part of any public official or employee including the failure to carry out duties.
7. Accusations regarding mismanagement of municipal owned assets
8. Inadequate supervision of voter registration & elections
9. Improper hiring or firing of employees
10. Failure to check auditing & accounting practices
11. Violation of Civil Rights: Civil Rights are defined as "means the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, including discrimination based upon religion, race, color, national origin, age, gender (including sexual harassment, unwelcome sexual advance, request for sexual favors, and other verbal or physical conduct or communication of a sexual nature), height, weight, disability, or marital status"
12. Back Wages- $25,000 per person
13. Non-Monetary Defense Coverage $25,000/$50,000

Note: Failure of assured to provide or maintain valid insurance policies is not a covered exposure.

II. FLEET LIABILITY COVERAGE:	**LIMITS**
A. Bodily Injury & Property Damage [CSL]	$ 5,000,000
B. Personal Injury Protection	Statutory
C. Personal Property Insurance	$ 5,000,000
D. Uninsured Motorists	$ 5,000,000
E. Non-owned & Hired Auto Liability	$ 5,000,000
F. Mini-Tort Liability	$ 500
G. Underinsured Motorists	$ 100,000

III. FLEET PROPERTY COVERAGE:

Property limit $ 5,257,402.00

A. Comprehensive	$ 500 ACV Deductible, Actual Cash Value
B. Collision	$ 500 Deductible, ACV, Broadened

Fire and Ambulance Vehicles Replacement Cost Valuation….

IV. INLAND MARINE COVERAGE:

Providing **ALL RISK, REPLACEMENT COST COVERAGE** for property and equipment while on or off the premises. **NO CO-INSURANCE**

Property limit $ 3,093,498.00
Deductible $ 500

SEE ATTACHED SCHEDULE

Auto

Application: T000020020926 **CITY OF CHARLEVOIX**

Auto #	New Cost	Comp. Ded.	Coll. Ded.	Year	Description	VIN #	Type	AUX Running Lights	Anti-Theft Device
113	$ 26,689	$ 500	$ 500	2018	Chevy Colorado 4wd	4285	2	No	0
112	$ 37,250	$ 500	$ 500	2018	Chevy Silverado 4X with Plow	9417	2	No	0
111	$ 50,000	$ 500	$ 500	2018	Chevy tahoe echo unit	3869	4	No	0
110	$ 4,518	$ 500	$ 500	2017	Wanco Solar Trailer	0315	13	No	0
109	$ 49,111	$ 500	$ 500	2017	Ford F550 cab pick up	7466	2	No	0
108	$ 10,304	$ 500	$ 500	2017	Felling Trailer	5130	13	No	0
107	$ 46,578	$ 500	$ 500	2017	Chevy 2500 Silverado	3631	2	No	0
106	$ 39,110	$ 500	$ 500	2017	Chevy Tahoe Police	2977	11	No	0
105	$ 23,217	$ 500	$ 500	2017	Chevy Silverado 1500	9043	2	No	0
104	$ 215,000	$ 500	$ 500	2017	International 4300	1HTMMMMR8HH484053	2	No	0
103	$ 5,790	$ 500	$ 500	2017	Deluxe Equip Trailer	2283	13	No	0
102	$ 25,697	$ 500	$ 500	2017	Chevy Silverado 2500 4wd	5616	2	No	0
98	$ 31,786	$ 500	$ 500	2016	Chevy Silverado 3500	6072	2	No	0
97	$ 31,786	$ 500	$ 500	2016	Chevy Silverado 3500	2557	2	No	0
99	$ 140,000	$ 500	$ 500	2015	Osage Ambulance 53A1	6742	4	No	0
95	$ 23,742	$ 500	$ 500	2015	FORD SRW SUPER DUTY PU	0352	2	No	0
94	$ 178,147	$ 500	$ 500	2015	INTERNATIONAL UTILITY/BUCKET T	8829	2	No	0
93	$ 28,804	$ 500	$ 500	2014	FORD EXPLORER POLICE INTERCEPT	9766	11	No	0
92	$ 32,843	$ 500	$ 500	2014	FORD F-350 SUPER DUTY	7564	2	No	0
89	$ 30,574	$ 500	$ 500	2013	FORD DRW SUPER DUTY PICK UP	9478	2	No	0
88	$ 175,000	$ 500	$ 500	2013	INTERNATIONAL BUCKET TRUCK	5447	2	No	0
100	$ 70,000	$ 500	$ 500	2012	Oshkosh Utility airport	0221	2	No	0
82	$ 57,000	$ 500	$ 500	2012	FORD TRUCK F-350 AIRPORT	0568	2	No	0
96	$ 18,229	$ 500	$ 500	2011	GMC sierra pickup	1089	2	No	0
90	$ 22,101	$ 500	$ 500	2010	CHEVY SILVERADO 1500 4WD	7753	2	No	0
79	$ 22,101	$ 500	$ 500	2010	CHEVY SILVERADO 2500 LS	1111	2	No	0
78	$ 150,000	$ 500	$ 500	2010	ELGIN/PELICAN STREET SWEEPER	0075	2	No	0
91	$ 19,525	$ 500	$ 500	2009	GMC SIERRA PICK UP ELECTRIC	6629	2	No	0
73	$ 200,000	$ 500	$ 500	2009	KENWORTH FIRE TANKER 53-11	4721	5	No	0
70	$ 150,000	$ 500	$ 500	2009	IHC 4300 AERIAL WITH BUCKET	3912	2	No	0
69	$ 135,000	$ 500	$ 500	2008	STERLING DUMP TRUCK	1211	7	No	0
71	$ 265,000	$ 500	$ 500	2007	STERLING VACTOR JET TRUCK	8911	2	No	0
68	$ 20,000	$ 500	$ 500	2007	FORD EXPLORER ELECTRIC	7574	2	No	0
60	$ 110,000	$ 500	$ 500	2006	OSHKOSH PLOW DUMP TRUCK AIRPOR	8824	7	No	0
58	$ 130,000	$ 500	$ 500	2006	STERLING DUMPSANDER TRUCK	9596	7	No	0
75	$ 15,000	$ 500	$ 500	2005	CHEVY PICK UP	5797	2	No	0
74	$ 15,000	$ 500	$ 500	2005	CHEVY PICK UP	4721	2	No	0
61	$ 140,000	$ 500	$ 500	2005	Ford ambulance F-350 53A2	7579	4	No	0
57	$ 22,000	$ 500	$ 500	2005	DODGE RAM PICK UP	4263	2	No	0
55	$ 26,000	$ 500	$ 500	2004	FORD F-350 4X4	6691	2	No	0
54	$ 38,000	$ 500	$ 500	2004	FORD EXPEDITION FIRE	8984	5	No	0
53	$ 22,000	$ 500	$ 500	2004	FORD F-350 4X2 PICK UP	9231	2	No	0
52	$ 110,000	$ 500	$ 500	2004	STERLING SL 7501 DUMP WITH PLO	8259	7	No	0
66	$ 18,000	$ 500	$ 500	2002	DODGE 1500 4X4 TRUCK	5920	2	No	0
62	$ 140,000	$ 500	$ 500	2002	FORD AMBULANCE F-350 53A3	7524	4	No	0
48	$ 38,000	$ 500	$ 500	2002	FORD F-350 DUMP	7866	7	No	0
47	$ 85,000	$ 500	$ 500	2002	STERLING DUMP WITH PLOW	0124	7	No	0
46	$ 17,000	$ 500	$ 500	2002	DODGE RAM 1/2 TON PICKUP	9871	2	No	0
44	$ 20,000	$ 500	$ 500	2001	DODGE 1/2 TON 4X4 DPW	1881	2	No	0
43	$ 30,000	$ 500	$ 500	2000	CHEVY 1 TON DUMP TRUCK	9575	7	No	0

Application:
T000020020926

CITY OF CHARLEVOIX

Auto #	New Cost	Comp. Ded.	Coll. Ded.	Year	Description	VIN #	Type	AUX Running Lights	Anti-Theft Device
101	$ 14,000	$ 500	$ 500	1999	Gem Car	5350	1	No	0
42	$ 200,000	$ 500	$ 500	1998	GMC TANKER fire 53-12	3130	5	No	0
35	$ 26,000	$ 500	$ 500	1998	GMC 2500 PICK UP	3208	2	No	0
30	$ 17,500	$ 500	$ 500	1995	FORD PICK UP	2535	2	No	0
84	$ 300,000	$ 500	$ 500	1994	International Rescue	1665	5	No	0
37	$ 700,000	$ 500	$ 500	1994	Sutphen Aerial Fire 5316	3058	5	No	0
26	$ 400,000	$ 500	$ 500	1994	3D INCORPORATED FIRE 5301	0761	5	No	0
31	$ 40,000	$ 500	$ 500	1990	DODGE grass rig 5331	0884	5	No	0
87	$ 2,000	$ 500	$ 500	1985	24 FOOT TANDEM AXLE BOAT TRAIL	3-204	13	No	0
11	$ 170,000	$ 500	$ 500	1985	DUPLEX CAB 7 fire 5302	8418	18	No	0
Total: $5,180,402									

Vehicle Type & Description:	Total # of Vehicles:	Total New Cost
1: Passenger Cars - ACV	1	$14,000
2: Trucks, Vans - ACV	34	$1,919,876
3: Garbage Trucks - ACV	0	$0
4: Rescue Units - RC	4	$470,000
5: Fire Vehicles - RC	7	$1,878,000
6: Parade/Antique - RC	0	$0
7: Dump Trucks - ACV	7	$638,000
8: Rescue Units - ACV	0	$0
9: Fire Vehicles - ACV	0	$0
10: Parade/Antique - ACV	0	$0
11: Police Cars - ACV	2	$67,914
12: Buses-22 Passengers or more-ACV	0	$0
13: Trailers - ACV	4	$22,612
14: Motorcycles - ACV	0	$0
15: Police motorcycles - ACV	0	$0
16: Snowmobile - ACV	0	$0
17: Rescue Units - Agreed Value	0	$0
18: Fire Vehicles - Agreed Value	1	$170,000
19: Parade/Antique - Agreed Value	0	$0
20: Buses-21 Passengers or less	0	$0
21: Mobile Equipment – ACV	0	$0
22: Trucks, Vans - RC - NY Only	0	$0
23: Garbage Trucks - RC - NY Only	0	$0
27: Dump Trucks - RC - NY Only	0	$0
28: Golf Carts / Low Speed Vehicles	0	$0
29: Amphibious Vehicles	0	$0
Grand totals:	60	$5,180,402

Inland Marine

Application: T000020020926 **CITY OF CHARLEVOIX**

number	Serial #	Year	Make	Model	Department	Type	AR	Limit	Spec Ded
23		2008	4 WHEEL DRIVE	TRACTOR	Dept. of Public Works	Contractors Equipment	RC	$ 49,714	$ 0
10	10	2012	BANDIT CHIPPER		Streets and Roads	Contractors Equipment	RC	$ 41,000	$ 0
19		2013	BORING MACHINE	1220 JET TRACJK	Dept. of Public Works	Contractors Equipment	RC	$ 114,000	$ 0
9	9	1978	CASE	586 FORKLIFT	Dept. of Public Works	Contractors Equipment	RC	$ 70,000	$ 0
27		2007	CASE 586	FORKLIFT	Dept. of Public Works	Contractors Equipment	RC	$ 45,900	$ 0
15	15	1998	CHERRINGTON	BEACH GROOMER	Streets and Roads	Contractors Equipment	RC	$ 90,000	$ 0
1		0	CONTRACTORS EQUIP		General Administrative	Contractors Equipment	RC	$ 45,000	$ 0
5	5	1993	DITCH WITCH	400SX	Dept. of Public Works	Contractors Equipment	RC	$ 25,000	$ 0
6	6	1989	DITCH WITCH	6510/WITH BACKHOE	Dept. of Public Works	Contractors Equipment	RC	$ 100,000	$ 0
7	7	2000	DITCH WITCH	JT 920	Dept. of Public Works	Contractors Equipment	RC	$ 150,000	$ 0
22		2008	EPOKE 53500	SANDER.VSPREADER	Dept. of Public Works	Contractors Equipment	RC	$ 103,210	$ 0
20		2006	FRONT END LOADER	VOLVO	Dept. of Public Works	Contractors Equipment	RC	$ 166,000	$ 0
3		0	FUEL TANK AND EQUIP	AT AIRPORT	General Administrative	Commercial Articles	RC	$ 93,000	$ 0
14	14	2009	HOLDER SIDEWALK	SNOWBLOWER	Streets and Roads	Contractors Equipment	RC	$ 125,000	$ 0
18	6799101665	2014	JACOBSEN	LF510 2WD	Dept. of Public Works	Contractors Equipment	RC	$ 35,300	$ 0
12	12	2004	JD	444J LOADER	Streets and Roads	Contractors Equipment	RC	$ 140,000	$ 0
13	13	2003	JD 310 SG	LOADER/BACKHOE	Streets and Roads	Contractors Equipment	RC	$ 100,000	$ 0
8	8	2002	JD BACKHOE	310 SG	Water and Sewer	Contractors Equipment	RC	$ 100,000	$ 0
29	1170	2018	JOHN DEERE	LOADER	Dept. of Public Works	Contractors Equipment	RC	$ 225,000	$ 0
25	280421	2015	JOHN DEERE 60 D	EXCAVATOR	Dept. of Public Works	Contractors Equipment	RC	$ 42,000	$ 0
11	11	2005	LEAF VACUM		Streets and Roads	Contractors Equipment	RC	$ 25,000	$ 0
21		2006	LOADER MOUNTED	SNOW BLOWER	Dept. of Public Works	Contractors Equipment	RC	$ 159,000	$ 0
4		0	MARINA DOCKS		Parks and Recreation	Commercial Articles		$ 250,000	$ 0
2		0	MISC SKI HILL EQUIP		Parks and Recreation	Commercial Articles	RC	$ 50,000	$ 0
17		2010	PISTON BULLY	GROOMER	Parks and Recreation	Contractors Equipment	RC	$ 228,000	$ 0
30		0	PLAYGROUND EQUIP.		Parks and Recreation	Commercial Articles	RC	$ 75,000	$ 0
24		2008	SWEEPER ATTACH	VOLVO	Dept. of Public Works	Contractors Equipment	RC	$ 42,374	$ 0
28		0	TRENCHER	ELECTRIC DEPT	Dept. of Public Works	Contractors Equipment	RC	$ 129,000	$ 0
							Total:	$2,818,498	

Schedule Total:	$2,818,498
Miscellaneous Property & Equipment:	$150,000
Ancillary Equipment:	$125,000
Contractors Equipment Rented From Others:	$0
Aircraft Limit:	$0
Inland Marine Total:	**$3,093,498**

V. PROPERTY [FIRE] COVERAGE:

Total Blanket Building and Contents Limit	$ 58,880,412.00
Deductible	$ 500
Per Schedule on File with company	

A. Inflation Guard - 2.5% per quarter

B. Special Municipal Property Endorsement to include:

1. Personal Property off Premises - $100,000
2. Accounts Receivable- $250,000
3. Transportation - $50,000
4. Business Income- $500,000
5. Debris Removal- 25% of Loss
6. Foundations of Machinery- $250,000
7. Golf Course Greens- $100,000
8. Extra Expense Coverage - $500,000 Limit - No deductible
9. Newly Acquired Property - $1,000,000
10. Flood Coverage- $100,000
11. Earthquake Coverage- $1,000,000
12. Glass Coverage-$00 Deductible Glass Breakage
13. Underground Pipes and Flues- $1,000,000
14. Law and Ordinance Coverage- Actual Sustained Loss
15. Fire Hydrants are covered for up to four losses at $3,500 each. More coverage is available if scheduled

VI. VALUABLE PAPERS AND RECORDS COVERAGE*:

Broad Form Coverage for the reconstruction of valuable papers and records $250,000 year round limit of protection with $0 deductible.

*** NOTE: Higher limits available upon request.**

Property

Application:
T000020020926

CITY OF CHARLEVOIX

Loc	Bldg	100ft	Fac Loc	Street Address	City	ST	Zip	County	POK	BC	Bldg Lim	Cont Lim	Mine Sub	Yr Built	FAR	BF	Special Ded	Sprin
1	1	No	0	210 STATE STREET CITY HALL FIRE HALL					10	2	$ 6,875,485	$ 834,648	$ 0	1950	R	100	0	Nc
2	1	No	0	301 PARK BATH HOUSE					11	3	$ 159,412	$ 11,805	$ 0	1967	R	615	0	Nc
3	1	No	0	DIVISION STREET WATER TOWER					14	6	$ 343,181	$ 0	$ 0	1950	R	902	0	Nc
4	1	No	0	1005 LAKE SHORE DRIVE BUILDING 3					14	2	$ 17,922,000	$ 42,090	$ 0	1980	R	903	0	Nc
4	2	No	0	1005 LAKE SHORE BUILDING STORAGE					14	2	$ 13,242	$ 0	$ 0	1964	R	403	0	Nc
4	3	No	0	1005 LAKE SHORE DRIVE GRIT REMOVAL AND					10	4	$ 1,282,922	$ 12,282	$ 0	1978	R	903	0	Nc
4	4	No	0	CHEMICAL CONTAINMENT BUIDLING					14	3	$ 303,839	$ 0	$ 0	1978	R	900	0	Nc
4	5	No	0	1005 LAKE SHORE DRIVE ADMIN AND LAB.					10	1	$ 664,350	$ 46,350	$ 0	2015	R	100	0	Nc
4	6	No	0	1005 LAKE SHORE DR SLUDGE STORAGE TANK					14	3	$ 772,500	$ 0	$ 0	2015	R	903	0	Nc
5	1	No	0	DEPOT BEACH LIFT STATION					18	2	$ 72,837	$ 0	$ 0	1978	R	905	0	Nc
5	2	No	0	DEPOT BEACH PICNIC/RESTROOMS					11	2	$ 314,165	$ 0	$ 0	1978	R	615	0	Nc
7	1	No	0	229 STOVER CITY GARAGE					16	1	$ 542,192	$ 155,628	$ 0	1957	R	401	0	Nc
7	2	No	0	229 NSTOVER SALT STORAGE					16	2	$ 35,424	$ 0	$ 0	1967	R	405	0	Nc
8	1	No	0	400 FAIRWAY GOLF CLUBHOUSE					11	1	$ 277,601	$ 29,809	$ 0	1978	R	100	0	Nc
9	1	No	0	855 MERCER ST FERTILIZER BLDG					11	2	$ 7,283	$ 5,365	$ 0	1980	R	605	0	Nc
9	2	No	0	855 MERCER ST PESTICIDE VAULT					11	2	$ 8,451	$ 5,963	$ 0	1970	R	605	0	Nc
9	3	No	0	855 MERCER ST AMBULANCE STORAGE					15	1	$ 10,761	$ 8,704	$ 0	1978	R	403	0	Nc
9	4	No	0	855 MERCER ST MAINTENANCE SHOP					11	1	$ 94,806	$ 23,937	$ 0	1978	R	401	0	Nc
9	5	No	0	855 MERCER ST POLE BARN					11	1	$ 42,261	$ 6,359	$ 0	1978	R	403	0	Nc
9	6	No	0	855 MERCER ST CONTENTS STORAGE SHED					11	1	$ 0	$ 3,169	$ 0	1978	R	403	0	Nc
10	1	No	0	98 STOVER ROAD CEMETERY CHAPEL					11	2	$ 74,416	$ 0	$ 0	1958	R	700	0	Nc
10	2	No	0	98 STOVER CEMETERY STORAGE					11	2	$ 19,036	$ 20,867	$ 0	1956	R	701	0	Nc
12	1	No	0	AB 113 PALMER 4 BAY STORAGE GARAGE					16	2	$ 82,816	$ 0	$ 0	1978	R	401	0	Nc
13	1	No	0	GRANT STREET STORAGE					16	1	$ 68,589	$ 0	$ 0	1980	R	403	0	Nc
14	1	No	0	PALMER ST. FISH CULTURE STATION					11	2	$ 954,828	$ 0	$ 0	1987	R	607	0	Nc
15	1	No	0	102 GRANT ST DWELLING					10	2	$ 140,810	$ 0	$ 0	1980	R	100	0	Nc
16	1	No	0	FERRY BEACH RESTROOM/CONCESSION					11	2	$ 153,312	$ 0	$ 0	1980	R	615	0	Nc

16	2	No	0	FERRY BEACH FISH CLEANING BUILDING					11	2	$ 6,953	$ 2,981	$ 0	1980	R	100	0	No
16	3	No	0	FERRY BEACH PICNIC PAVILION					11	1	$ 36,419	$ 0	$ 0	1980	R	614	0	No
16	4	No	0	FERRY BEACH PICNIC PAVILION					11	1	$ 24,829	$ 0	$ 0	1980	R	614	0	No
16	5	No	0	FERRY BEACH RESTROOM/CONCESSION					11	2	$ 119,037	$ 0	$ 0	1980	R	615	0	No
17	1	No	0	CARPENTER ST PRESS BOX/CONCESSION					11	1	$ 45,191	$ 0	$ 0	1980	R	612	0	No
18	1	No	0	MT. MCSUBA SKI LODGE/RESTROOM					11	2	$ 303,626	$ 59,617	$ 0	1965	R	600	0	No
18	2	No	0	MT. MCSUBA HALF WAY TOW BUILDING					11	1	$ 17,546	$ 0	$ 0	1967	R	403	0	No
18	3	No	0	MT. MCSUBA WEST HILL TOW BUILDING					11	1	$ 21,353	$ 0	$ 0	1967	R	403	0	No
18	4	No	0	MT MCSAUBA TOP TOW BUILDING					11	1	$ 15,911	$ 10,612	$ 0	2001	R	403	0	No
18	5	No	0	MT MCSUBA LIFT OPERATOR BUILDING					11	1	$ 24,500	$ 0	$ 0	1980	R	403	0	No
18	6	No	0	MT MCSAUBA GROOMER GARAGE					11	1	$ 55,688	$ 0	$ 0	2000	R	401	0	No
18	7	No	0	MT. MCSAUBA ICE SKATING SHACK AND DECK					11	1	$ 13,811	$ 0	$ 0	2010	R	403	0	No
19	1	No	0	101 AIRPORT DRIVE TERMINAL					10	2	$ 809,446	$ 0	$ 0	2000	R	922	0	No
19	2	No	0	101 AIRPORT DR HANGER					16	1	$ 359,101	$ 17,886	$ 0	1980	R	923	0	No
19	3	No	0	101 AIRPORT DR HANGER					11	1	$ 148,983	$ 0	$ 0	1980	R	923	0	No
19	4	No	0	101 AIRPORT DR HANGER					11	1	$ 8,870	$ 0	$ 0	1976	R	923	0	No
19	5	No	0	101 AIRPORT DR HANGER WELKE					11	1	$ 206,922	$ 0	$ 0	1990	R	923	0	No
19	6	No	0	101 AIRPORT DR LIFT STATION					18	3	$ 345,681	$ 0	$ 0	1980	R	905	0	No
19	7	No	0	101 AIRPORT DR HANGER UNIT 1					11	1	$ 71,816	$ 0	$ 0	1999	R	923	0	No
19	8	No	0	101 AIRPORT DR HANGER UNIT 2					11	1	$ 71,816	$ 0	$ 0	1990	R	923	0	No
19	9	No	0	101 AIRPORT DR HANGER UNIT 3					11	1	$ 64,486	$ 0	$ 0	1990	R	923	0	No
19	10	No	0	101 AIRPORT DR HANGER UNIT 4					11	1	$ 64,486	$ 0	$ 0	1990	R	923	0	No
19	11	No	0	101 AIRPORT DR AIRPORT HANGER					11	1	$ 344,892	$ 0	$ 0	2006	R	923	0	No
19	12	No	0	101 AIRPORT DR FUEL SYSTEM STATION					11	3	$ 16,247	$ 0	$ 0	1978	R	100	0	No
19	13	No	0	101 AIRPORT FUEL TANK & EQUIPMENT					11	3	$ 124,665	$ 0	$ 0	1978	R	100	0	No
19	14	No	0	101 AIRPORT DR SRE BLDG					10	2	$ 1,829,419	$ 0	$ 0	1978	R	100	0	No
19	15	No	0	101 AIRPORT DRIVE HANGER					16	1	$ 211,646	$ 0	$ 0	2011	R	923	0	No
20	1	No	0	109 MASON RENTAL OLD POST OFFICE					10	1	$ 611,727	$ 0	$ 0	1950	R	100	0	No
21	1	No	0	98 GRANT ST WATER TREATMENT BUILDING					14	2	$ 8,690,755	$ 120,429	$ 0	1978	R	903	0	No
21	2	No	0	98 GRANT ST PUMP STATION					14	2	$ 1,158,769	$ 0	$ 0	1980	R	901	0	No
23	1	No	0	STOVER AT M-66 SRVICE BUILDING					14	2	$ 24,965	$ 0	$ 0	1978	R	401	0	No
23	2	No	0	STOVER @ M66 TRANSFORMER/FENCING					18	4	$ 464,024	$ 0	$ 0	2000	R	906	0	No
24	1	No	0	401 CAPENTER ELECTRIC DEPT./STREET DEPT					14	2	$ 338,335	$ 95,388	$ 0	1976	R	906	0	No

24	2	No	0	401 W CARPENTER FIRE TRAINING CLASSROOM						15	1	$ 9,668	$ 0	$ 0	2000	R	100	0	No
25	1	No	0	108 PARK AVE CONSERVANCY HOUSE						11	1	$ 226,053	$ 0	$ 0	1980	R	100	0	No
27	1	No	0	101-109 BRIDGE PARK DR COAST GUARD STOR						10	2	$ 1,608,365	$ 93,958	$ 0	1960	R	403	0	No
28	1	No	0	LIFT STATION KMART/WOLOHAN M-66						18	3	$ 69,056	$ 0	$ 0	2000	R	101	0	No
31	1	No	0	TAYLOR AND ANCE RDS LIFT STATION						18	3	$ 49,660	$ 0	$ 0	1989	R	905	0	No
32	1	No	0	MATTHEWS LANE LIFT STATION						18	3	$ 32,964	$ 0	$ 0	1990	R	905	0	No
33	1	No	0	BELVEDERE AVE ROUND LAKE LIFT STATION						18	3	$ 33,108	$ 0	$ 0	1978	R	905	0	No
34	1	No	0	PINE CLUB DRIVE LIFT STATION						18	3	$ 34,763	$ 0	$ 0	1990	R	905	0	No
35	1	No	0	PALMER ST@ PINE RIVER LIFT STATION						18	3	$ 46,351	$ 0	$ 0	1990	R	905	0	No
36	1	No	0	OLD ORCHARD RD LIFT STATION						18	3	$ 41,384	$ 0	$ 0	1990	R	905	0	No
37	1	No	0	FERRY AVE AND EATON LIFT STATION						18	3	$ 49,660	$ 0	$ 0	1990	R	905	0	No
38	1	No	0	MERCER BLVD LIFT STATION						18	3	$ 39,728	$ 0	$ 0	1990	R	905	0	No
39	1	No	0	EDGEWATER INN @ BRIDGE LIFE STATION						18	3	$ 32,458	$ 0	$ 0	1990	R	905	0	No
40	1	No	0	COUNTRY CLUB DR LIFT STATION						18	3	$ 41,384	$ 0	$ 0	1990	R	905	0	No
42	1	No	0	202-204 BRIDGE PARK DR LIFT STATION						18	3	$ 154,178	$ 0	$ 0	1990	R	905	0	No
43	1	No	0	1522 BRIDGE ST LIFT STATION						10	3	$ 300,054	$ 0	$ 0	1990	R	905	0	No
44	1	No	0	FERRY AVE DEPOT						11	5	$ 485,493	$ 0	$ 0	1934	R	600	0	No
45	1	No	0	08825 MARTIN ROAD SERVICE BLDG						16	1	$ 38,234	$ 0	$ 0	1989	R	403	0	No
45	2	No	0	08825 MARTIN ROAD TRANSFORMER/FENCING						18	5	$ 541,603	$ 0	$ 0	2000	R	906	0	No
46	1	No	0	SOUTH BREAKWATER SOUTH PIER LIGHTHOUSE						11	2	$ 94,781	$ 0	$ 0	1978	R	622	0	No
47	1	No	0	100 E. CLINTON HARBOR MASTER						11	1	$ 2,896,672	$ 23,848	$ 0	2000	R	609	0	No
49	1	No	0	100 E CLINTON ST PERFORMANCE PAVILLION						11	3	$ 2,522,701	$ 11,923	$ 0	2005	R	614	0	No
Totals:									$57,236,752	$1,643,618	$0								
Grand Total:									$58,880,370										

VII. CRIME COVERAGE:

A. Limit of Coverage - $ 100,000

B. "Broad Form" Money & Securities

C. Inside Coverage:

D. Outside Coverage:

E. Money Order and Counterfeit Paper Currency

F. Depositors' Forgery

G. Locations to Include:

1. All Officials Homes
2. Place of Employment
3. Banking Facility

VIII: PUBLIC OFFICIAL BONDS*

Treasurer	$25,000
BLANKET BOND	$100,000

NOTE: THE ABOVE BONDS ARE INCLUDED AT NO ADDITIONAL CHARGE

ADDITIONAL POSITIONS AND HIGHER LIMITS AVAILABLE
(Those who collect money or fees should be bonded)

*** NOTE: Higher limits available upon request.**

X. LAW ENFORCEMENT PROFESSIONAL LIABILITY COVERAGE:

Limit of Liability Per Occurrence	$ 5,000,000
Limit of Liability Per Aggregate	$ No Aggregate
Deductible	$ 0

A. PERSONAL INJURY
B. WRONGFUL ACT
C. HOT PURSUIT ENDORSEMENT

XI. BUSINESS ELECTRONIC EQUIPMENT COVERAGE:

A. Combined Media and Extra Expense Coverage - $ 100,000
B. Computer Coverage- $100,000
C. System Breakdown Coverage Endorsement
   1. Mechanical Breakdown; Machinery Breakdown
   2. Short Circuit; Blow out; other Electrical Disturbance
   3. Electrical or Magnetic Injury

XII. BOILER AND MACHINERY:

A. Repair of Replacement Coverage Included
B. Direct Damage Coverage as follows: Unfired Pressure Vessels, Motors and Centrifugal Pumps. Internal Combustion Engines, Generators and
C. Miscellaneous Electrical Apparatus

Deductible of $ 2,500 Deductible $ 58,880,370.00

PREMIUM SUMMARY

I. COMPREHENSIVE MUNICIPAL LIABILITY	INCLUDED
II. FLEET LIABILITY	INCLUDED
III. FLEET (PROPERTY)	INCLUDED
IV. INLAND MARINE	INCLUDED
V. PROPERTY [FIRE)	INCLUDED
VI. VALUABLE PAPERS AND RECORDS	INCLUDED
VII. CRIME	INCLUDED
VIII. BONDS	INCLUDED
IX. WORKERS COMPENSATION	
X. POLICE PROFESSIONAL	INCLUDED
XI. BUSINESS ELECTRONIC EQUIPMENT	INCLUDED
XII. BOILER AND MACHINERY	INCLUDED
XIII. VOLUNTEER FIREMEN'S ACCIDENT	

TOTAL PAR-PLAN ANNUAL PREMIUM:**$98,536.00**

NOTE: The **MICHIGAN TOWNSHIP PARTICIPATING PLAN** is formed under the enabling legislation of Public Act #138. It is a 'fixed cost, fully reinsured, **non-assessable program**', controlled by the Board of Directors of the Michigan Township Participating Plan.

HISCOX PRO™

September 11, 2018

Paul Olson
City of Charlevoix
210 State street
Charlevoix, Michigan, 49720

Quote No.: RPS-Q-0538721/1

Re: City of Charlevoix
Coverage Parts: Claims-Made/Breach Occurring & Discovered Data Breach and Privacy Security Liability Insurance, & Loss Occurring and Discovered Cyber Enhancement

Dear Paul Olson,

In accordance with your request for a proposal, and based upon the information submitted, I am pleased to offer the following quotation subject to receipt, review and acceptance of:
The previously submitted Application, currently signed and dated.

This quotation is subject to the above captioned coverage part(s) and is inclusive of the following:

Quotation Premium Summary:

Data Breach and Privacy Security Liability Coverage	$845.86
Media Liability Coverage	Included
Cyber Enhancements	
Cyber Business Interruption Coverage	$42.29
Cyber Extortion Coverage	$42.29
Hacker Damage Coverage	$42.29
TRIA - Data Breach & Privacy Coverage	$8.46
TRIA - Cyber Coverage	$6.35
Total Premium	$1,487.54

Quotation Details:

General Terms & Conditions PLP P0001 CW (06/14)

1. One (1) year policy period
2. Hiscox Insurance Company, Inc., an Admitted Company, A.M. Best Rating: A (Excellent), Financial Size Category XI
3. Hiscox makes available a free risk management and loss prevention service to its policyholders, consisting of an initial consultation and up to 1-hour of legal services to assist our policyholders in better understanding and minimizing risks that commonly lead to the types of claims covered under our policy.

4. Optional Extension Period of Extended Reporting Period of 12/24/36 months at 75/150/225 percent of the annual premium.
5. Attached endorsements apply: E9097.2 - Michigan Amendatory Endorsement, E6017.2 - Nuclear Incident Exclusion Clause-Liability-Direct (Broad) Endorsement, E6020.2 - War and Civil War Exclusion Endorsement, E6085.1 - Full Prior Acts Endorsement, E9999.2 - Cap on Losses from Certified Acts of Terrorism Endorsement, E7105.1 RPS Coverage Amendatory Endorsement

Data Breach and Privacy Security Liability Terms & Conditions PLP P0004 CW (06-14)

1. Claims-made/Breach Occurring & Discovered coverage
2. Your purchase of DATA BREACH & PRIVACY SECURITY LIABILITY COVERAGE qualifies you for **complimentary** access to the Hiscox eRisk Hub® Breach Response Resource and Information Web Portal, powered by NetDiligence®. This portal provides tools and resources to help you understand the exposures, establish a response plan, and quickly respond to and minimize the effects of a data breach on your organization. See attachment for more details.
3. Full prior acts
4. Attached endorsements apply: E8511.2 - Cyber Crime & Cyber Deception Endorsement (DBPSL), E9996.2 - Policyholder Disclosure Notice of Terrorism Insurance Coverage

Media Liability Terms & Conditions PLP P0005 CW (06-14)

1. Claims-made and reported coverage
2. Covered Professional Services: Government
3. Full prior acts
4. Attached endorsements apply: NONE

Cyber Enhancement Terms & Conditions PLP P0006 CW (06-14)

1. Loss occurring and Discovered coverage
2. Attached endorsements apply: 8643.2 - Cyber Enhancement Notification Endorsement

Data Breach and Privacy Security Liability Coverage Part: Claims-Made/Breach Occurring & Discovered	
Data Breach & Privacy Security Liability (DBPSL) Aggregate Limit	$1,000,000
DBPSL Each Claim and/or Breach Limit	$1,000,000
Regulatory Action Aggregate Limit	$1,000,000
Regulatory Compensatory Aggregate Limit	$1,000,000
PCI Fine/Penalties Aggregate Limit	$1,000,000
PCI Assessments Aggregate Limit	$1,000,000
Computer Forensics Costs Aggregate Limit	$1,000,000

HISCOX PRO™

Notification Costs Aggregate Limit	$1,000,000
Credit or Identity Protection Costs Aggregate Limit	$1,000,000
Crisis Management & Public Relations Cost Aggregate Limit	$1,000,000
Retention	$5,000
Coverage Premium	$845.86
Media Liability Coverage Part: Claims-Made and Reported	
Media Liability (ML) Aggregate Limit	$1,000,000
Each Claim Limit	$1,000,000
Retention	$5,000
Coverage Premium	Included
Cyber Enhancements Coverage Part: Loss Occurring and Discovered	
Cyber Business Interruption (CBI) Aggregate Limit	$1,000,000
Cyber Business Interruption Consulting Costs Aggregate Limit	$50,000
Cyber Business Interruption Hourly Loss Amount Limit	$10,000
Retention	10 Hours
Coverage Premium	$42.29
Cyber Extortion (CE) Aggregate Limit	$1,000,000
Retention	$5,000
Coverage Premium	$42.29
Hacker Damage (HD) Aggregate Limit	$1,000,000
Hacker Damage Consulting Costs Aggregate Limit	$50,000
Retention	$5,000
Coverage Premium	$42.29
TRIA Coverage	
TRIA - Data Breach & Privacy Premium	$8.46
TRIA - Cyber Premium	$6.35
Total Premium	$1,487.54

This Quotation will expire in 30 days.

Thank you for the opportunity to offer a proposal. Please give me a call if you have any questions.

HISCOX PRO™

Sincerely,

President

Hiscox Inc.
520 Madison Avenue 32nd Floor
New York, NY 10022

T (646) 452-2353
F (212) 922-9652

Risk Placement Services, Inc.
Knowledge. Relationships. Trust and Confidence.

Cyber Stats

Know The Facts

43% of cyber-attacks targeted small and medium-sized businesses[1]

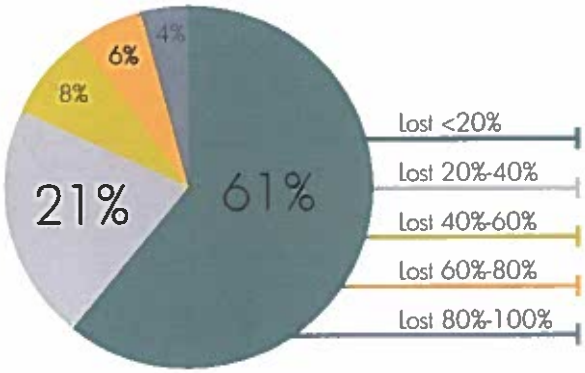
66% of respondents say their technologies currently in use can't detect and block most cyber-attacks[2]

$879,582 total average cost of a data breach involving theft of IT assets[3]

22% of companies had a loss of customers[4] as a result of a breach

60% of small businesses breached are out of business within 6 months[1]

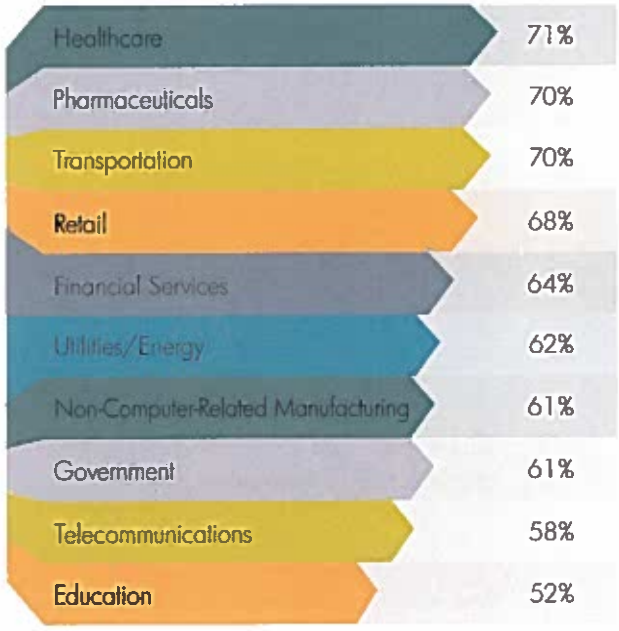
Percentage Of Customers Lost By Companies Due To Attacks[4]



RPSSmallBusiness.com Coverage Highlights

Application	4 simple questions to bind coverage up to $100M in revenue.
Coverage	Broad coverage language for regulatory claims, business interruption & digital asset restoration, cyber extortion, multimedia liability & privacy breach coverage offered at full policy limits.
Hotline	Access to 24-hour data breach hotline. Report incidents with one of the leading cyber breach firms in the country, Baker Hostetler.
Response	Security breach response covers costs associated with notification, credit monitoring services, IT forensics, legal guidance and public relations.

Security Vulnerability By Industry[4]



1. Source: Symantec
2. Source: The 2016 State of SMB Cybersecurity - Ponemon Institute and Keeper Security
3. Source: National Cyber Security Alliance
4. Source: Cisco 2017 Security Capabilities Benchmark Study, www.cisco.com/go/acr2017

RPS Cyber Liability: Claims Examples

Risk Placement Services, Inc.
Knowledge. Relationships. Trust and Confidence.

Cyberterrorism

The insured's employee noticed that the corporate Twitter feed was broadcasting pro-ISIS propaganda. Following a call to the Baker Hostetler hotline and the involvement of external forensic teams, they identified that the corporate website, email system and Twitter feed had been compromised by an ISIS-affiliate or web supporter. The method of intrusion was closed down by the insured's internal teams, but two weeks later similar postings appeared. The external forensic team then conducted a full system analysis, restoring the security of the insured. Over $80K of forensic costs were incurred by insurers. Baker Hostetler continued to provide breach response support post-incident to ensure the insured experienced no disruption to their operations.

Compromised Employee Information

The insured became aware that a number of its employees were being subject to tax fraud – tax refunds had already been secured in their names. Supported by Baker Hostetler and external forensic teams, the insured confirmed their systems were secure and the cause was likely an external provider. Baker Hostetler provided notification advice and credit monitoring services to the affected employees, with each receiving Experian's credit protection product for one year.

Trademark

The insured received a lawsuit regarding a trading name they used, indicating it was a violation of a third party's trademark. Cover was granted under media liability coverage and Baker Hostetler were instructed to defend the litigation, which was settled prior to court. The program covered all costs after the retention.

Ransomware

The insured's employee clicked on a malicious link which resulted in the downloading of a cryptolocker ransomware—malware that encrypts the system it attacks and demands payment to release. Assisted by Baker Hostetler and forensic teams, the insured's internal team was able to restore elements of the compromised data, but had to pay over $5,000 in extortion payments using a cryptocurrency.

TCPA Claims

The insured received class actions in two states for breaches of the federal TCPA law relating to a fax advertising campaign. Our policy immediately responded to these allegations, which due to statutory penalties totalled over $754,000 in exposure to the insured. Our defense counsel was able to reduce the settlement of one of the class actions from $350,000 to $5,500, and is actively defending the second.

RPS EXECUTIVE LINES

RPSExecutiveLines@RPSins.com
RPSins.com

City of Charlevoix
Premium Breakdown as of:
October 10, 2018 Revised

Property	
210 State Street City Hall//Fire Hall	$3,041.00
301 Park Bath House	$ 68.00
Division Street Water Tower	$ 135.00
1005 Lake Shore Drive Building 3	$7,085.00
1005 Lake Shore Storage Building	$ 6.00
1005 Lake Shore Drive Grit Removal	$ 511.00
Chemical Containment Building	$ 120.00
1005 Lake Shore Admin/Lab	$ 280.00
1005 Lake Shore Sludge Storage	$ 305.00
Depot Beach Lift Station	$ 29.00
Depot Beach Picnic/Restrooms	$ 124.00
229 Stover City Garage	$ 276.00
229 N. Stover Salt Storage	$ 14.00
400 Fairway Golf Clubhouse	$ 121.00
855 Mercer Street Fertilizer Building	$ 5.00
855 Mercer Street Pesticide Vault	$ 6.00
855 Mercer Street Ambulance Storage	$ 8.00
855 Mercer Maintenance Shop	$ 47.00
855 Mercer Street Pole Barn	$ 20.00
885 Mercer Street Contents Shed	$ 3.00
98 Stover Road Cemetery Chapel	$ 30.00
98 Stover Road Cemetery Storage	$ 16.00
Grant Street Storage	$ 28.00
Ferry Beach Restroom/Concession	$ 61.00
Ferry Beach Fish Cleaning Building	$ 4.00
Ferry Beach Picnic Pavilion	$ 15.00
Ferry Beach Picnic Pavilion	$ 9.00
Ferry Beach Restroom/Concession	$ 47.00
Carpenter St. Press Box/Concession	$ 18.00
Mt. McSauba Ski Lodge/Restroom	$ 144.00
Mt. McSauba Half Way Tow Building	$ 7.00
Mt. McSauba West Hill Tow Building	$ 8.00
Mt. McSauba Top Tow Building	$ 10.00
Mt. McSauba Operator Building	$ 9.00
Mt. McSauba Groomer Garage	$ 22.00
Mt. McSauba Ice Skating Shack and Deck	$ 5.00
101 Airport Drive Terminal	$ 320.00
101 Airport Drive Hanger	$ 59.00

101 Airport Drive Hanger	$ 59.00
101 Airport Drive Hanger	$ 3.00
101 Airport Drive Hanger	$ 82.00
101 Airport Drive Lift Station	$ 137.00
101 Airport Drive Hanger Unit 1	$ 28.00
101 Airport Drive Hanger Unit 2	$ 28.00
101 Airport Drive Hanger Unit 3	$ 25.00
101 Airport Drive Hanger Unit 4	$ 25.00
101 Airport Drive Airport Hanger	$ 136.00
101 Airport Drive Fuel System Station	$ 6.00
101 Airport Fuel Tank and Equipment	$ 50.00
101 Airport Drive SRE	$ 722.00
101 Airport Hanger	$ 84.00
109 Mason Rental Old Post Office	$ 242.00
98 Grant Street Water Treatment Building	$3,427.00
98 Grant Street Pump Station	$ 457.00
Stover at M-66 Service Building	$ 10.00
Stover @ M-66 Transformer/Fencing	$ 183.00
401 Carpenter Electric Department/Street Dept.	$ 171.00
401 Carpenter Fire Training Classroom	$ 4.00
108 Park Ave. Conservancy House	$ 89.00
101-109 Bridge Park Drive Coast Guard Storage	$ 672.00
Lift Station Kmart/Wolahan M-66	$ 28.00
Taylor and Ance Roads Lift Station	$ 20.00
Matthews Lane Lift Station	$ 13.00
Belvedere Ave. Round Lake Lift Station	$ 13.00
Pine Club Drive Lift Station	$ 13.00
Palmer Street @ Pine River Lift Station	$ 19.00
Old Orchard Road Lift Station	$ 16.00
Ferry Ave. and Eaton Lift Station	$ 19.00
Mercer Blvd. Lift Station	$ 15.00
Edgewater Inn @ Bridge Lift Station	$ 12.00
Country Club Drive Lift Station	$ 16.00
202-204 Bridge Park Drive Lift Station	$ 61.00
1522 Bridge Street Lift Station	$ 118.00
Ferry Ave. Depot	$ 191.00
08825 Martin Road Service Building	$ 14.00
08824 Martin Road Transformer/Fencing	$ 214.00
South Breakwater South Pier Lighthouse	$ 37.00
Harbor Master Building 100 E. Clinton	$1,142.00
100 Clinton Street Performance Pavilion	$ 999.00
Total	**$22,616.00**

Liability	
Public Officials Wrongful Acts	$3,955.00
Law Enforcement Liability	$4,965.00
General Liability	$12,715.00
Total	**$21,636.00**
Inland Marine	
Misc. City Property	$ 436.00
Ancillary Fire Equipment	$ 363.00
Contractors Equipment	$6,834.00
Marina Slip Coverage	$ 726.00
Misc. Ski Hill Equipment	$ 145.00
Fuel Tank and Equipment	$ 270.00
Playground Equipment	$ 218.00
Total	**$8,992.00**
Electronic Date Processing (Computers)	**$ 165.00**
Vehicles (60)	
Total Auto Cost	**$44,473.00**
Crime and Bonds	**$ 191.00**
Michigan DNR	
Dwelling Grant Street	$ 55.00
4 Bay Storage Garage	$ 33.00
Fish Culture Station	$ 376.00

Grand Total	**$98,536.00**

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Accounts Payable and Payroll Check Registers

DATE: October 15, 2018

ATTACHMENTS:

- Check Registers

Check Number	Payee	Amount
09/27/2018		
124929	PRIORITY HEALTH	36,639.32
Total 09/27/2018:		36,639.32
Grand Totals:		36,639.32

Summary of Check Registers & ACH Payments

HUNTINGTON NATIONAL BANK - CHECKS ISSUED

09/27/18	Special Accounts Payable Run	$	36,639.32
10/05/18	Payroll (net pay)	$	118,689.59
10/05/18	Payroll Transmittal Checks	$	5,822.01
10/16/18	Regular Accounts Payable	$	258,888.42
	Checks Sub-Total:	$	420,039.34

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

10/01/18	MI Public Power Agency	$	14,409.75
10/05/18	IRS (Payroll Tax Deposit)	$	41,654.33
10/05/18	Alerus Financial (HCSP)	$	400.00
10/05/18	State of MI (Withholding Tax)	$	6,236.52
10/05/18	Vantagepoint (401 ICMA Plan)	$	802.64
10/05/18	Vantagepoint (457 ICMA Plan)	$	18,619.70
10/05/18	Vantagepoint (Roth IRA)	$	936.53
10/09/18	MI Public Power Agency	$	26,935.25
10/09/18	State of MI (Sales Tax)	$	13,408.99
	ACH Sub-Total:	$	123,403.71
	Huntington National Bank Total:	$	543,443.05

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

10/16/18	Tax Disbursement	$	90,090.12
	Charlevoix State Bank Total:	$	90,090.12
	Grand Total:	$	633,533.17

APPROVED: CITY MANAGER | CITY TREASURER | CITY CLERK

M = Manual Check, V = Void Check

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
09/29/2018	PC	10/05/2018	26757	PERRON, LEON R.	45		460.98
09/29/2018	PC	10/05/2018	26758	KURTZ, LUTHER J.	54		828.84
09/29/2018	PC	10/05/2018	26759	HAGEN, AARON W.	56		420.19
09/29/2018	PC	10/05/2018	26760	OLEKSY, THOMAS M.	57		367.81
09/29/2018	PC	10/05/2018	26761	KALBFELL, JANET P.	58		431.73
09/29/2018	PC	10/05/2018	26762	BRYAN JR, GREGORY T.	59		334.78
09/29/2018	PC	10/05/2018	26763	HEYDLAUFF, MARK L.	102		2,822.91
09/29/2018	PC	10/05/2018	26764	GOLDING, JOYCE M.	106		2,177.85
09/29/2018	PC	10/05/2018	26765	DEROSIA, PATRICIA E.	107		1,320.93
09/29/2018	PC	10/05/2018	26766	DOTSON, LINDSEY J.	109		1,463.21
09/29/2018	PC	10/05/2018	26767	LOY, EVELYN R.	117		1,091.21
09/29/2018	PC	10/05/2018	26768	KLOOSTER, ALIDA K.	121		2,012.54
09/29/2018	PC	10/05/2018	26769	GOLOVICH, KAREN J.	122		993.40
09/29/2018	PC	10/05/2018	26770	SPENCLEY, PATRICIA L.	136		61.34
09/29/2018	PC	10/05/2018	26771	MILLER, FAITH G.	142		11.94
09/29/2018	PC	10/05/2018	26772	MCGINN, KELLY A.	146		1,814.43
09/29/2018	PC	10/05/2018	26773	JONES, JANET M.	148		508.32
09/29/2018	PC	10/05/2018	26774	LAVENDER, JOSEPH E.	153		1,722.03
09/29/2018	PC	10/05/2018	26775	DOAN, GERARD P.	201		1,862.89
09/29/2018	PC	10/05/2018	26776	SCHLAPPI, JAMES L.	204		722.69
09/29/2018	PC	10/05/2018	26777	UMULIS, MATTHEW T.	205		975.85
09/29/2018	PC	10/05/2018	26778	HANKINS, SCOTT A.	208		1,571.62
09/29/2018	PC	10/05/2018	26779	ORBAN, BARBARA K.	209		1,298.87
09/29/2018	PC	10/05/2018	26780	WILLIAMS, ASHLEY M.	210		1,184.73
09/29/2018	PC	10/05/2018	26781	FLICKEMA, ANDREW M.	211		1,730.61
09/29/2018	PC	10/05/2018	26782	RILEY, DENISE M.	213		457.14
09/29/2018	PC	10/05/2018	26783	MATELSKI, KRISTEN L.	230		1,258.28
09/29/2018	PC	10/05/2018	26784	BINGHAM, LARRY E.	240		941.64
09/29/2018	PC	10/05/2018	26785	MACGILLIVRAY, ROGER	244		231.19
09/29/2018	PC	10/05/2018	26786	WURST, RANDALL W.	411		1,130.38
09/29/2018	PC	10/05/2018	26787	MAYER, SHELLEY L.	412		1,621.94
09/29/2018	PC	10/05/2018	26788	HILLING, NICHOLAS A.	413		1,709.23
09/29/2018	PC	10/05/2018	26789	MEIER III, CHARLES A.	421		1,429.91
09/29/2018	PC	10/05/2018	26790	ZACHARIAS, STEVEN B.	422		1,288.32
09/29/2018	PC	10/05/2018	26791	NEWMAN, MARK J.	424		816.99
09/29/2018	PC	10/05/2018	26792	SWEM, DONALD L.	512		1,973.85
09/29/2018	PC	10/05/2018	26793	EATON, BRAD A.	515		1,789.17
09/29/2018	PC	10/05/2018	26794	WILSON, TIMOTHY J.	516		2,656.86
09/29/2018	PC	10/05/2018	26795	LAVOIE, RICHARD L.	519		1,752.93
09/29/2018	PC	10/05/2018	26796	STEVENS, BRANDON C.	521		2,649.84
09/29/2018	PC	10/05/2018	26797	DRAVES, MARTIN J.	523		1,802.97
09/29/2018	PC	10/05/2018	26798	ANDERSON, ELIZABETH	526		1,270.44
09/29/2018	PC	10/05/2018	26799	LEITNER, RYAN S.	527		1,150.39
09/29/2018	PC	10/05/2018	26800	ELLIOTT, PATRICK M.	600		2,225.84
09/29/2018	PC	10/05/2018	26801	SCHWARTZFISHER, JOS	603		1,217.23
09/29/2018	PC	10/05/2018	26802	BRADLEY, KELLY R.	614		1,566.37
09/29/2018	PC	10/05/2018	26803	HART II, DELBERT W.	616		1,676.58
09/29/2018	PC	10/05/2018	26804	JONES, ROBERT F.	618		1,389.35
09/29/2018	PC	10/05/2018	26805	DORAN, JUSTIN J.	621		1,705.55
09/29/2018	PC	10/05/2018	26806	FARRELL, MITCHELL L.	622		1,733.78
09/29/2018	PC	10/05/2018	26807	THORP JR, WILLIAM D.	623		1,481.13
09/29/2018	PC	10/05/2018	26808	MANKER JR, DAVID W.	638		507.55
09/29/2018	PC	10/05/2018	26809	MANKER SR, DAVID W.	639		796.03
09/29/2018	PC	10/05/2018	26810	BECKER, MICHAEL S.	641		760.98
09/29/2018	PC	10/05/2018	26811	NEDWICK, DAVID J.	642		821.57
09/29/2018	PC	10/05/2018	26812	FREY, DYLAN V.	643		552.87
09/29/2018	PC	10/05/2018	26813	HART III, DELBERT W.	657		648.42

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
09/29/2018	PC	10/05/2018	26814	MCGHEE, ROBERT R.	663		1,102.92
09/29/2018	PC	10/05/2018	26815	MUMICH, BARRY J.	671		252.39
09/29/2018	PC	10/05/2018	26816	CRANDELL, ZACKARY R.	691		523.68
09/29/2018	PC	10/05/2018	26817	FERGUSON, ROYCE L.	693		652.45
09/29/2018	PC	10/05/2018	26818	BOSS, SHERRY M.	695		767.91
09/29/2018	PC	10/05/2018	26819	SAYWARD, MADISON E.	696		718.44
09/29/2018	PC	10/05/2018	26820	ZIPP, BRANDON M.	697		464.70
09/29/2018	PC	10/05/2018	26821	ROSENTHAL, GABRIEL M	698		778.38
09/29/2018	PC	10/05/2018	26822	KNORR, KENT J.	700		1,866.41
09/29/2018	PC	10/05/2018	26823	ANZELL, BETH A.	712		803.49
09/29/2018	PC	10/05/2018	26824	KLOOSTER, PATRICK H.	743		1,465.01
09/29/2018	PC	10/05/2018	26825	EVANS JR, HALBERT K.	744		859.08
09/29/2018	PC	10/05/2018	26826	KIRINOVIC, THOMAS F.	790		638.75
09/29/2018	PC	10/05/2018	26827	HEID, THOMAS J	802		1,315.38
09/29/2018	PC	10/05/2018	26828	LEESE, ALAN K.	835		485.62
09/29/2018	PC	10/05/2018	26829	DAVIS, RONALD L.	853		115.25
09/29/2018	PC	10/05/2018	26830	FAIRCHILD, GALEN W.	855		159.79
09/29/2018	PC	10/05/2018	26831	MASSON, DONALD J.	861		561.50
09/29/2018	PC	10/05/2018	26832	LIVINGSTON, BRIAN D.	866		1,018.10
09/29/2018	PC	10/05/2018	26833	STANLEY, MARK J.	867		35.55
09/29/2018	PC	10/05/2018	26834	WYMAN, MATTHEW A.	927		1,517.82
09/29/2018	PC	10/05/2018	26835	MILLER, WILLIAM S.	933		1,638.17
09/29/2018	PC	10/05/2018	26836	DOUGLAS, MARK	935		700.90
09/29/2018	PC	10/05/2018	26837	PRIOR, ERIN C.	938		565.47
09/29/2018	PC	10/05/2018	26838	CERTA, BRIAN	939		514.00
09/29/2018	PC	10/05/2018	26839	MCMULLEN, DONALD R.	1000		1,883.17
09/29/2018	PC	10/05/2018	26840	TRAVERS, MANUEL J.	1010		1,954.53
09/29/2018	PC	10/05/2018	26841	STEVENS, JEFFREY W.	1028		1,305.99
09/29/2018	PC	10/05/2018	26842	RILEY, CASEY W.	1052		943.32
09/29/2018	PC	10/05/2018	26843	JONES, LARRY M.	1057		897.93
09/29/2018	PC	10/05/2018	26844	WILLSON, BRENDA R.	1059		1,269.51
09/29/2018	PC	10/05/2018	26845	BEAN, PETER J.	1060		1,870.43
09/29/2018	PC	10/05/2018	26846	RILEY, REBECCA J.	1063		500.03
09/29/2018	PC	10/05/2018	26847	ERWIN, RACHELLE L.	1066		200.71
09/29/2018	PC	10/05/2018	26848	SILVA, JESSE L.A.	1073		1,907.08
09/29/2018	PC	10/05/2018	26849	SEHL, JENNA R.	1101		292.72
09/29/2018	PC	10/05/2018	26850	RILEY, DANIEL A.	1102		606.10
09/29/2018	PC	10/05/2018	26851	WHEELER, MICHAEL W.	1103		1,910.54
09/29/2018	PC	10/05/2018	26852	SNYDER, CORY G.	1104		945.77
09/29/2018	PC	10/05/2018	26853	PEARSALL, KRISTA M.	1105		450.56
09/29/2018	PC	10/05/2018	26854	DRAKE, WILLIAM F.	1106		769.23
09/29/2018	PC	10/05/2018	26855	JOHNSON, MELISSA A.	1107		1,755.48
09/29/2018	PC	10/05/2018	26856	AZZOPARDI, ANTHONY J	1108		806.80
09/29/2018	PC	10/05/2018	26857	DEKORNE, ELIZABETH A.	1109		423.16
09/29/2018	PC	10/05/2018	26858	VOUSBOUKIS, AUTUMN	1110		431.91
09/29/2018	PC	10/05/2018	26859	McRANEY, RUSSELL R.	1111		79.28
09/29/2018	PC	10/05/2018	26860	FILIPIAK, CHRISTOPHER	1112		79.28
09/29/2018	PC	10/05/2018	26861	BELMONTE, ANTONIO F.	1113		14.65
09/29/2018	PC	10/05/2018	124930	COLE, SHANE	50		662.61
09/29/2018	PC	10/05/2018	124931	GERBER, SAMUEL A.	147		83.11
09/29/2018	PC	10/05/2018	124932	WHITLEY, ANDREW T.	522		2,022.91
09/29/2018	PC	10/05/2018	124933	MORRISON, KEVIN P.	601		1,765.67
09/29/2018	PC	10/05/2018	124934	BISHAW, JAMES H.	633		783.49
09/29/2018	PC	10/05/2018	124935	KLINGER, BRADLEY W.	747		37.88
09/29/2018	PC	10/05/2018	124936	GILL, DAVID R.	856		1,308.16

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
Grand Totals:			112				118,689.59

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Report Criteria:
- Computed checks included
- Manual checks included
- Supplemental checks included
- Termination checks included
- Void checks included

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
09/29/2018	10/05/2018	124937	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	635.00
09/29/2018	10/05/2018	124938	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	198.66
09/29/2018	10/05/2018	124938	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	372.78
09/29/2018	10/05/2018	124939	BARRY COUNTY TRIAL C	9029	Wage Assignment: Case 04-6725	20.00
09/29/2018	10/05/2018	124940	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 9/29/2	52.00
09/29/2018	10/05/2018	124941	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	1,028.00
09/29/2018	10/05/2018	124942	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	150.00
09/29/2018	10/05/2018	124943	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	582.62
09/29/2018	10/05/2018	124944	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	866.89
09/29/2018	10/05/2018	124945	POLICE OFFICERS LABO	9003	POL UNION DUES Pay Period: 9	201.00
09/29/2018	10/05/2018	124946	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,497.57
09/29/2018	10/05/2018	124947	VELO LAW OFFICE	9030	Garnishment: File #RR-00021825	217.49
Grand Totals:		12				5,822.01

Check Number	Payee	Amount
10/16/2018		
124948	ACCESS LOCKSMITHING INC	137.50
124949	ACE HARDWARE	1,631.72
124950	AMERICAN WASTE INC.	3,318.36
124951	APX INC.	32.72
124952	ARTAZA, JUDY	300.00
124953	AT YOUR SERVICE PLUS INC	5,741.82
124954	AUTO VALUE	1,395.00
124955	AVFUEL CORPORATION	13,221.50
124956	B & L SOUND INC	487.83
124957	BEAVER RESEARCH COMPANY	217.14
124958	BEHAN WINDOW CLEANING	320.00
124959	BERG, REBECCA	85.00
124960	CARQUEST OF CHARLEVOIX	1,522.28
124961	CCI SOUTH LLC	26.25
124962	CDW GOVERNMENT INC.	212.25
124963	CHARLEVOIX COURIER	67.00
124964	CHARLEVOIX SCREEN MASTERS INC	127.70
124965	CHARLEVOIX TOWNSHIP	15.00
124966	CHARTER COMMUNICATIONS	1,071.30
124967	CINTAS CORPORATION #729	90.30
124968	CITY OF CHARLEVOIX - UTILITIES	46,583.22
124969	CIVICPLUS	8,582.50
124970	COOK FAMILY FARMS	82.00
124971	DELL MARKETING L P	1,777.20
124972	DHASELEER, CARL	139.00
124973	DORNBOS SIGN INC.	95.25
124974	EJ USA INC.	1,497.66
124975	EMERGENCY MEDICAL PRODUCTS I	34.15
124976	FARMER WHITE'S	62.00
124977	FASTENAL COMPANY	113.79
124978	FICK & SONS DIESEL GARAGE	548.16
124979	FILIPIAK, CHRIS	100.00
124980	FOREMOST MEDICAL EQUIPMENT	2,002.00
124981	FREEDOM MAILING SERVICES INC.	2,335.20
124982	GINOP SALES INC	252.54
124983	GRAHAM, SHERYL	75.00
124984	GREAT LAKES COCA-COLA DISTRIBU	358.08
124985	GREAT LAKES ELEVATOR LLC	370.91
124986	HACH COMPANY	2,318.41
124987	HARJU, WILLARD	50.11
124988	HEYDLAUFF, MARK L	1,303.36
124989	HILLING, NICHOLAS A.	52.54
124990	HOLTZMAN, TODD	75.00
124991	HYDE SERVICES LLC	6,975.09
124992	INTERWATER FARMS INC	232.00
124993	JOHN E. GREEN COMPANY	966.00
124994	KALBFELL, JANET P.	250.38
124995	KENDALL ELECTRIC INC.	147.44

M = Manual Check, V = Void Check

Check Number	Payee	Amount
124996	KNORR, KENT	710.12
124997	KSS ENTERPRISES	1,257.35
124998	LASER PRINTER TECHNOLOGIES	598.00
124999	LOTTIE'S BAGELS	107.00
125000	LUDWIG, ROBERT	74.95
125001	MACKINAC ENVIRONMENTAL TECH I	1,492.00
125002	MAP-DYNAMICS, MOBILE TOWN GUID	750.00
125003	McGINN, KELLY A.	222.20
125004	MDC CONTRACTING LLC	175.00
125005	MICHIGAN STATE UNIVERSITY	80.00
125006	MIGCSA	100.00
125007	MILLER, PAULETTE	14.50
125008	MUNETRIX LLC	4,188.55
125009	NEWKIRK ELECTRIC	100.00
125010	NORTHERN CREDIT BUREAU	380.41
125011	NORTHERN MICHIGAN REVIEW INC.	1,467.25
125012	NORTHERN PUMP SERVICE INC.	1,541.20
125013	NW MI COG	44,773.32
125014	OLESON'S FOOD STORES	115.29
125015	OLSON BZDOK & HOWARD	3,076.75
125016	O'REILLY AUTOMOTIVE INC	5.14
125017	OTEC	175.00
125018	PALMER, VIRGINIA	75.00
125019	PARASTAR INC.	2,706.64
125020	PHYSICIAN'S CLINIC OF CHARLEVOIX	116.00
125021	PIAZZA, ANTHONY M.	1,850.00
125022	POWER LINE SUPPLY	3,775.46
125023	PREIN & NEWHOF	43,644.46
125024	PRO IMAGE DESIGN INC	42.40
125025	PRO WEB MARKETING LLC	200.00
125026	PROVIDENCE FARM LLC	641.00
125027	PURITY CYLINDER GASES INC	180.75
125028	R & R PRODUCTS INC	154.40
125029	RESCO	28,299.18
125030	ROTARY CLUB OF CHARLEVOIX	37.50
125031	SCIENTIFIC BRAKE & EQUIP CO	61.52
125032	SHINDORF BUILDERS	182.00
125033	SIEGRIST, DAVID	158.00
125034	SOCIAL ECONOMIC ENTERPRISES	300.00
125035	SOUND ENVIRONMENTS	460.00
125036	STATE OF MICHIGAN	50.00
125037	SUMMIT COMPANIES	179.95
125038	SWANSON K & D INC	2,000.00
125039	SYN-TECH SYSTEMS INC.	33.75
125040	TELE-RAD INC	305.54
125041	TOWSLEY, DAVID	75.00
125042	TROPHY CASE, THE	10.00
125043	UNIFIRST CORPORATION	607.98
125044	UP NORTH PROPERTY SERVICES LL	2,334.50

M = Manual Check, V = Void Check

Check Number	Payee	Amount
125045	USA BLUE BOOK	694.26
125046	VILLAGE GRAPHICS INC.	19.50
125047	WILBERT BURIAL VAULT CO	571.76
125048	WORK & PLAY SHOP	31.06
125049	YP	212.12
125050	ZOERNER, LORI	75.00
Total 10/16/2018:		258,888.42
Grand Totals:		258,888.42

M = Manual Check, V = Void Check

Check Number	Payee	Amount
10/01/2018		
100118001	MICHIGAN PUBLIC POWER AGENCY	14,409.75
Total 10/01/2018:		14,409.75
Grand Totals:		14,409.75

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Amount
100518001			
10/05/2018	10051800	**EFTPS* Payroll Taxes	11,001.65
10/05/2018	10051800	**EFTPS* Payroll Taxes	11,001.65
10/05/2018	10051800	**EFTPS* Payroll Taxes	2,572.97
10/05/2018	10051800	**EFTPS* Payroll Taxes	2,572.97
10/05/2018	10051800	**EFTPS* Payroll Taxes	14,505.09
Total 100518001:			
	5		41,654.33
100518002			
10/05/2018	10051800	Alerus Financial	400.00
Total 100518002:			
	1		400.00
100518003			
10/05/2018	10051800	STATE OF MICHIGAN	6,236.52
Total 100518003:			
	1		6,236.52
100518004			
10/05/2018	10051800	Vantagepoint - 401 Plan 109153	802.64
Total 100518004:			
	1		802.64
100518005			
10/05/2018	10051800	Vantagepoint - 457 Plan 300959	6,733.15
10/05/2018	10051800	Vantagepoint - 457 Plan 300959	1,279.18
10/05/2018	10051800	Vantagepoint - 457 Plan 300959	3,623.53
10/05/2018	10051800	Vantagepoint - 457 Plan 300959	6,983.84
Total 100518005:			
	4		18,619.70
100518006			
10/05/2018	10051800	Vantagepoint - Roth IRA 706117	936.53
Total 100518006:			
	1		936.53
Grand Totals:			
	13		68,649.72

Check Number	Payee	Amount
10/09/2018		
10918001	STATE OF MICHIGAN	26,935.25
10918002	MICHIGAN PUBLIC POWER AGENCY	13,408.99
Total 10/09/2018:		40,344.24
Grand Totals:		40,344.24

M = Manual Check, V = Void Check

Check Number	Payee	Amount
10/16/2018		
3134	CHARLEVOIX COUNTY TREASURER	22,774.32
3135	CHARLEVOIX PUBLIC SCHOOLS	34,892.72
3136	CHARLEVOIX PUBLIC SCHOOLS	4,403.70
3137	CHARLEVOIX PUBLIC SCHOOLS	272.33
3138	CHARLEVOIX PUBLIC SCHOOLS	1,089.93
3139	CITY OF CHARLEVOIX - TAXES DUE	26,644.58
3140	RAKE PAUL ALEXANDER & JILL SISS	12.54
Total 10/16/2018:		90,090.12
Grand Totals:		90,090.12

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

M = Manual Check, V = Void Check

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: 2018 Fleet Fuel Contract

DATE: October 15, 2018

PRESENTED BY: Patrick M. Elliott, Superintendent DPW

BACKGROUND:

The existing fleet fuel contract will be expiring soon, therefore we advertised for sealed bids for this service earlier in October. On Monday, October 8, 2018 we opened two sealed bids, see attachment. Krist Oil and Holiday Station Stores were the two bidders. Overall, Krist oil is offering a $.10 discount off of the pump price, while Holiday Station Stores is offering an $.08 discount off the pump price. With the amount of fuel our entire fleet purchases in one year that difference is about $646.00

In order to make a solid recommendation, staff has been considering the pros and cons of each location. The two benefits to Krist oil that we have come up with, are the extra 2 cents off the pump price and the size of the parking lot for ease of access to the actual pumps. The downside to Krist is as follows: The actual location is 6 tenths of a mile from the M-66 intersection and the speed limit is 55mph. This is a safety issue when we consider driving our sidewalk plowing machine or other slower pieces of equipment such as loaders, backhoes etc. Also, they are not open 24 hours per day 7 days a week. They have stated that they would leave their pumps on while the station is closed so we could fuel after hours. The downside to this is that every piece of equipment or vehicle would have to have its own fuel card. That means we would have approximately 60-70 fuel cards to manage. Tracking and managing that many cards could prove to be cumbersome and difficult and could potentially open the City up to unauthorized people fueling up on the City card. Lastly, if there is any issue with fueling up after hours there would be no attendant available to resolve an issue.

The downside to Holiday Station Store is that they are 2 cents more than Krist and that their parking lot is much smaller. We have been able to manage the parking lot size for decades now, just as a note. The upside to Holiday is there centralized location, and the speed limit adjacent to the store. This section of the highway is also plowed both by the City and the County and is a priority, where in front of Krist it is only the County plowing in front. Also Holiday is open 24/7 and they hold the gas cards for the different departments at the store. By having a Holiday employee run the card this greatly reduces the exposure of the City to unauthorized users.

Considering all of the above the $646.00 savings does not outweigh the benefits of Holiday Station Stores providing our fleet fuel.

RECOMMENDATION:

Approve the fuel contract with Holiday Station Store as per their proposal dated October 2, 2018.

ATTACHMENTS:

- Fuel Bids

CITY OF CHARLEVOIX

Fuel Bid

Bid Opening at City Hall
October 8, 2018 – 1:00pm

Bidder Name	Total Cost
Krist Oil Co. Iron River, MI	$0.10 discount Unleaded & diesel
Holiday Companies Minneapolis, MN	$0.08 discount Unleaded & diesel

KRIST OIL COMPANY
303 Selden Road
Iron River, MI 49935
906.265.6144
Fax 906.265.4495

Thursday, September 20, 2019

City of Charlevoix
210 State Street
Charlevoix, MI 49720

Dear Mr. Elliott,

We would like to offer a 10 cent per gallon discount on all fuel purchased at our pump. The discount will be credited to your account monthly. Upon your filing the necessary exemption certificates with our Company, the State and Federal taxes will also be credited to your account. We only offer a flat rate disount. We do not go off of rack price.

The calculation of the discount will be: EXAMPLE

	#2 Diesel Fuel
Pump price	$2.599
Federal Excise Tax	(0.244)
MI Diesel Fuel Tax	(0.263)
MI Sales Tax - 6%	(0.132)
	1.960
Discount - 10 cents per gallon	(0.10)
Billed price	$1.860

Pump price is subject to change as the station market conditions change We offer the same discount for fuel purchases at any Krist Oil Co. Food Mart in the Upper Peninsula of Michigan.

Thank you for your consideration.

Sincerely,

Debbie Maxemovich

Debbie Maxemovich
Bulk Fuel & Fleet Card Manager

KRIST OIL COMPANY
303 Selden Road
Iron River, MI 49935
906.265.6144
Fax 906.265.4495

Thursday, September 20, 2019

City of Charlevoix
210 State Street
Charlevoix, MI 49720

Dear Mr. Elliott,

We would like to offer a 10 cent per gallon discount on all fuel purchased at our pump. The discount will be credited to your account monthly. Upon your filing the necessary exemption certificates with our Company, the State and Federal taxes will also be credited to your account. We only offer a flat rate disount. We do not go off of rack price.

The calculation of the discount will be: EXAMPLE

	Regular Unleaded
Pump price	$2.399
Federal Excise Tax	(0.184)
MI Diesel Fuel Tax	(0.263)
MI Sales Tax - 6%	(0.121)
	1.831
Discount - 10 cents per gallon	(0.10)
Billed price	$1.731

Pump price is subject to change as the station market conditions change. We offer the same discount for fuel purchases at any Krist Oil Co. Food Mart in the Upper Peninsula of Michigan.

Thank you for your consideration.

Sincerely,

Debbie Maxemovich

Debbie Maxemovich
Bulk Fuel & Fleet Card Manager

HOLIDAY STATIONSTORES
4567 American Boulevard West, Bloomington, MN 55437 (952) 830-8700

October 2, 2018

City of Charlevoix
Office of the City Clerk
Mr. Pat Elliott, Superintendent
210 State Street
Charlevoix, MI 49720

Dear Mr. Elliott,

Thank you for the opportunity to bid on the fuel needs for the City of Charlevoix. We are currently fueling partners and we do value the relationship we have with you and City of Charlevoix. And our goal is to continue that partnership. I believe we have a successful partnership. We want to continue to help the City of Charlevoix **save money and time** on your fuel needs.

As you review the attached requested bid items, we hope they convey the advantages of having a fueling relationship with Holiday Stationstores, in particular: the cost savings; our Online Management Program; security & control features; convenient locations; and the quality of our fuel products

Holiday Stationstores has been in the fuel station business for over 80 years. We know what it takes to be a good fueling partner. We continue to grow and improve our stores, products and service.

Our Holiday Fleet program is user friendly. The monthly billing statement can be customized to contain the information that is important to you (driver #, vehicle #, odometer reading). You can also track your fuel purchases by departments. The **fuel tracking information** that is available on the monthly statement is an excellent way to help control fuel costs for the City.

Highlights of the Holiday Fleet Program:

- Self-Manage your account online
- Many security features available
- Fuel Tracking Options
- Carrying Cards & In-store cards available

Our Holiday Fleet Program lets you self manage your account online. You have the ability to go online and set limits / restrictions per card(s). Set time of day fueling limits, dollar amount limits per day, etc. Review historical data (up to 2 years). Add / delete cards. Limit merchandise purchases. And many other exciting options.

Do not hesitate to contact me if you have questions or need additional information.

Thank you for your time and consideration.

Sincerely,

Don Keis
Holiday Stationstores

HOLIDAY STATIONSTORES
4567 American Boulevard West, Bloomington, MN 55437 (952) 830-8700

October 3, 2018

City of Charlevoix
Office of the City Clerk
Pat Elliott, Superintendent
210 State Street
Charlevoix, MI 49720

Re: Proposal for Fuel - Unleaded

Dear Mr. Elliott,

Thank you for the opportunity to bid for the City of Charlevoix's **Unleaded** fueling needs. I understand this bid is for two (2) years.

We propose $.08 (8 cents) off the retail pump price for unleaded fuel.

Our current pump price for unleaded fuel is $3.099 (Wednesday, October 3, 2018).

	UNLEADED	
1.	**Current Pump Price**	**$3.099**
2.	Discount	($.0800)
3.	State Tax	($.26169)
4.	Sales Tax	($.16060)
5.	Federal Tax	($.18400)
	Net Price per Gallon	**$2.41271**

The store is located at: 1408 Bridge Street South
Charlevoix, MI 49720
Store Manager: Winfield Scott (Scotty)
Phone # 231-547-2821

This store is open **24 hours a day**, 7 days a week.

We would like to continue our relationship with you and be your supplier for your fuel needs. Do not hesitate to contact me if you have questions or comments. Thank you for your time and consideration.

Sincerely,

Don Keis
Fleet Sales Manager
Holiday Stationstores
1-800-745-7411 Ext. 8889

HOLIDAY STATIONSTORES
4567 American Boulevard West, Bloomington, MN 55437 (952) 830-8700

October 3, 2018

City of Charlevoix
Office of the City Clerk
Pat Elliott, Superintendent
210 State Street
Charlevoix, MI 49720

Re: Proposal for Fuel - Diesel

Dear Mr. Elliott,

Thank you for the opportunity to bid for the City of Charlevoix's **Diesel** fueling needs. I understand this bid is for two (2) years.

We propose $.08 (8 cents) off the retail pump price for diesel fuel.

Our current pump price for diesel is $3.279 (Wednesday, October 3, 2018)

	Diesel
1. Current Pump Price	**$3.279**
2. Discount	($.0800)
3. State Tax	($.26300)
4. Sales Tax	($.17072)
5. Federal Tax	($.24400)
Net Price per Gallon	**$2.52128**

The store is located at: 1408 Bridge Street South
Charlevoix, MI 49720
Store Manager: Winfield Scott (Scotty)
Phone # 231-547-2821

This store is open **24 hours a day**, 7 days a week.

We would like to continue our relationship with you and be your supplier for your fuel needs. Do not hesitate to contact me if you have questions or comments. Thank you for your time and consideration.

Sincerely,

Don Keis
Fleet Sales Manager
Holiday Stationstores
1-800-745-7411 Ext. 8889

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Set Rate for Weddings Performed by Mayor

DATE: October 15, 2018

BACKGROUND:

Michigan law permits the Mayor to officiate a wedding. Pursuant to State law, the mayor is obligated to collect a fee for this service that is set by Council but the fee itself is deposited in the General Fund and not kept personally by the Mayor nor does the Mayor receive any extra compensation for this service.

This week, Mayor Kurtz was requested to perform a wedding. In preparation for this, we found no record of Council having recently set a fee for this service. Adopting this resolution will set the fee at $40 and leave this rate in place going forward.

RECOMMENDATION:

Approve Resolution #2018-10-03 setting the rate for weddings performed by the Mayor at $40.

ATTACHMENTS:

- Resolution #2018-10-03

CITY OF CHARLEVOIX
RESOLUTION NO. 2018-10-03
AMMENDED MISCELLANEOUS FEES ASSOCIATED WITH THE 2018-19 BUDGET

WHEREAS, the City of Charlevoix annually must adopt a balanced budget to comply with the City Charter; and

WHEREAS, the City of Charlevoix in preparing the budget, assumes the adoption of rates and fees for various services they provide in order to pay for those services in whole or in part as proposed in their annual budget; and

WHEREAS, the City of Charlevoix defines all of their rates and fees in the rate section of the proposed budget; and

WHEREAS, Mayors were given the authority to perform marriages in Michigan in 1972 when Public Act 211 was signed into law [MCL 551.7(1)(f)]; and

WHEREAS, the City Council is required to set the fee for the Mayor to perform a Marriage Ceremony [MCL 551.7(3)]; and

WHEREAS, the City of Charlevoix proposes to make this fee effective on October 15, 2018.

NOW THEREFORE BE IT RESOLVED that the City of Charlevoix sets the rate of $40 per wedding the mayor performs and such funds shall be deposited into the General Fund as required by law.

RESOLVED, this 15th day of October, 2018 A.D.

Resolution adopted by the following yea and nay votes:
Yeas:
Nays:

CHARLEVOIX CITY COUNCIL

Public Hearings and Actions Requiring Public Hearings

TITLE: Set Public Hearing: Hotel Earl, LLC CFEC Request

DATE: October 15, 2018

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

Public Act 255 of 1978 encourages the replacement, restoration and new construction of commercial property by abating the property taxes generated from new investment for a period up to 12 years in a designated redevelopment district. On October 17, 2016, City Council established a Commercial Redevelopment District for the City.

The local legislative body is authorized to exempt a commercial property from certain parts of the General Property Tax Act. A facility issued a certificate is exempt from real property taxes and is instead subject to a new commercial facilities tax.

Hotel Earl, LLC has submitted an Application for Commercial Facilities Exemption Certificate for the former The Lodge property. A public hearing is part of the application approval process.

RECOMMENDATION:

Motion to set a public hearing to receive input on the Application for Commercial Facilities Exemption Certificate submitted by Hotel Earl, LLC for November 5, 2018 at 6:00 pm at Charlevoix City Hall, 210 State Street, Charlevoix, MI, 49720.

ATTACHMENTS:

- CFEC Application

Michigan Department of Treasury
4757 (Rev. 08-09)

RECEIVED
SEP 28 2018

STATE USE ONLY		
Application Number	Date Received	LUCI Code

Application for Commercial Facilities Exemption Certificate

Issued under authority of Public Act 255 of 1978, as amended.

Read the instructions page before completing the application. **This application must be filed after a Commercial Redevelopment District is established.** The original application and required documents are filed with the clerk of the Local Governmental Unit (LGU).

PART 1: OWNER / APPLICANT INFORMATION (applicant must complete all fields)

Applicant (Company) Name		NAICS or SIC Code	
Hotel Earl, LLC			
Facility's Street Address	**City**	**State**	**ZIP Code**
120 Michigan Avenue	Charlevoix	MI	49720
Name of City, Township or Village (taxing authority)	**County**	**School District Where Facility is Located**	
City of Charlevoix	Charlevoix	Charlevoix Public Schools	
[X] City [ ] Township [ ] Village			
Date of Rehabilitation Commencement (mm/dd/yyyy)	**Planned Date of Rehabilitation Completion (mm/dd/yyyy)**		
08/16/2018	06/16/2019		
Estimated Cost of Rehabilitation	**Number of Years Exemption Requested (1-12)**		
$3,900,000	12		

Expected Project Outcomes (check all that apply)

- [X] Increase Commercial Activity
- [X] Retain Employment
- [X] Revitalize Urban Areas
- [X] Create Employment
- [X] Prevent Loss of Employment
- [ ] Increase Number of Residents in Facility's Community

No. of perm. jobs to be created due to facility's rehab.	No. of perm. jobs to be retained due to facility's rehab.	Number of construction jobs to be created during rehabilitation
17	8	50

Each year, the State Treasurer may approve 25 additional reductions of half the state education tax for a period not to exceed six years.

[X] Check this box if you wish to be considered for this exclusion.

PART 2: APPLICATION DOCUMENTS

Prepare and attach the following items:

- [X] General description of the facility (year built, original use, most recent use, number of stories, square footage)
- [X] General description of the facility's proposed use
- [X] General description of the nature and extent of the restoration, replacement, or construction to be undertaken
- [X] Legal description of the facility
- [X] Descriptive list of the fixed building equipment that will be a part of the facility
- [X] Time schedule for undertaking and completing the facility's restoration, replacement or construction
- [X] Statement of the economic advantages expected from receiving the exemption

PART 3: APPLICANT CERTIFICATION

Name of Authorized Company Officer (no authorized agents)	Telephone Number		
John P. Silva	(248) 399-1292		
Fax Number	**E-mail Address**		
(800) 605-0991	paul@spmliving.com		
Mailing Address	**City**	**State**	**ZIP Code**
1005 N. Stephenson Highway	Royal Oak	MI	48067

I certify that, to the best of my knowledge, the information contained herein and in the attachments is truly descriptive of the property for which this application is being submitted. Further, I am familiar with the provisions of Public Act 255 of 1978, as amended, and to the best of my knowledge the company has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local governmental unit and the issuance of a Commercial Facilities Exemption Certificate by the State Tax Commission.

I further certify that this application relates to a program, when completed, will constitute a facility, as defined by Public Act 255 of 1978, as amended.

Signature of Authorized Company Officer (no authorized agents)	Title	Date
John P. Silva	Member/Manager	09/24/2018

Continue on Page 2

PART 4: LGU ASSESSOR CERTIFICATION

Provide the Taxable Value and State Equalized Value of the Commercial Property.

	Taxable Value (excluding land)	**State Equalized Value (SEV)** (excluding land)
Building	461,052	473,900

The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Commercial Facilities Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Commercial Facilities Exemption that would also put the same property on the Commercial Facilities specific tax roll.

☒ By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Commercial Facilities Exemption specific tax roll and not on any other specific tax roll.

Name of Assessor (first and last name)	Telephone Number		
Joe Lavender	231-547-3614		
Fax Number	E-mail Address		
	joel@charlevoixmi.gov		
Mailing Address	City	State	ZIP Code
210 State St	Charlevoix	MI	49720

I certify that, to the best of my knowledge, the information contained in Part 4 of this application is complete and accurate.

Assessor's Signature	Date
	10/4/18

PART 5: LGU ACTION / CERTIFICATION (LGU Clerk must complete Part 5)

Action Taken By LGU:

☐ Exemption approved for _____ years, ending December 30, _____ (not to exceed 12 years)

☐ Exemption Denied

Date District Established (attach resolution for district)	Local Unit Classification Identification (LUCI) Code	School Code

Name of Clerk (first and last name)	Telephone Number		
Fax Number	E-mail Address		
Mailing Address	City	State	ZIP Code

LGU Contact Person for Additional Information	LGU Contact Person Telephone Number	Fax Number

I certify that, to the best of my knowledge, the information contained in this application and attachments is complete and accurate.

Clerk's Signature	Date

If you have questions, need additional information or sample documents, call (517) 373-2408 or visit **www.michigan.gov/propertytaxexemptions**.

Instructions for Completing Form 4757
Application for Commercial Facilities Exemption Certificate

The Commercial Facilities Exemption Certificate was created by Public Act 255 of 1978, as amended. Applications for a certificate of exemption are filed, reviewed, and approved by the Local Governmental Unit (LGU). A copy of the certificate is filed with the State Tax Commission.

Owner / Applicant Instructions

1. Complete Parts 1, 2 and 3 of the application. Restoration, replacement, or construction may commence **after** establishment of a district.
2. The following must be provided to the LGU as attachments to the application:
   a. General description of the facility (year built, original use, most recent use, number of stories, square footage).
   b. General description of the proposed use of the facility.
   c. General description of the nature and extent of the restoration, replacement, or construction to be undertaken.
   d. Legal description of the facility.
   e. Descriptive list of the fixed building equipment that will be a part of the facility.
   f. Time schedule for undertaking and completing the restoration, replacement, or construction of the facility.
   g. Statement of the economic advantages expected from the exemption.
3. After reviewing Parts 1, 2, and 3 for complete and accurate information, sign the application where indicated.

LGU Assessor Instructions

1. Complete Part 4 of the application.
2. After completing Part 4, sign where indicated to certify that if approved, the property will appear on the Commercial Facilities Exemption specific tax roll only.

LGU Clerk Instructions

1. After the LGU passes a resolution approving the application, complete Part 5 of the application. A resolution template with required statements can be found at **www.michigan.gov/propertytaxexemptions**.
2. After reviewing the application for complete and accurate information, sign the application to certify the application meets the requirements as outlined by Public Act 255 of 1978, as amended.
3. Issue a certificate to the applicant using the certificate templates found at **www.michigan.gov/propertytaxexemptions**.
4. If in Part 1 the applicant did **not** wish to be considered for the State Education Tax exclusion, submit only a copy of the Certificate to the State Tax Commission at the address given below.
5. If in Part 1 the applicant did wish to be considered for the State Education Tax exclusion, submit a copy of the certificate, application and attachments to the State Tax Commission at the address given below.

State Tax Commission
P.O. Box 30471
Lansing, MI 48909

Hotel Earl/Attachment 2(a), (b), and (c)
Application for Commercial Facilities Exemption Certificate

2(a). General description of the facility.

The property was designed and constructed by Earl Young, in 1959, as a 2-story, 40-room hotel. The size of the structure is approximately 38,000 square feet. The property was operated as a fully-functioning hotel from 1959 until June/2018.

2(b). General description of the proposed use of the facility.

Once fully improved, the property will operate as a year-round, 56-unit hotel named the "Hotel Earl" in honor of the late Earl Young.

2(c). General description of the nature and extent of the restoration, replacement, or construction to be undertaken.

A total and complete renovation and restoration of the hotel will be effected. A third floor will be constructed, expanding the number of hotel rooms from 40 to 56. Two existing swimming pools will be removed and replaced with a new indoor pool. The existing exterior hallways will be enclosed/converted to comprise interior areas and a new elevator will be installed. The restoration also will include, among other things, the following new improvements: roof, windows, heating/cooling systems, driveway and landscape. All interior and exterior finishes will also be newly improved.

Hotel Earl/Attachment 2(d)
Application for Commercial Facilities Exemption Certificate

2(d). Legal description of the facility

The legal description of the Hotel Earl is that of real property situated in the City of Charlevoix, Charlevoix County, Michigan, described as:

> Units 1-41, The Lodge of Charlevoix Condominium, according to the Master Deed recorded at Liber 281, Pages 960-990 of Charlevoix County Records, and designated as Charlevoix County Condominium Subdivision Plan No. 28, together with rights in general common elements and limited common elements set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

The land which comprises The Lodge of Charlevoix Condominium is situated within the City of Charlevoix, Charlevoix County, Michigan, described as:

> Commencing at the North 1/4 corner of Section 26, Town 34 North, Range 8 West; thence South 688.19 feet to the south line of Dixon Avenue; thence South 89°31' West along said Avenue 1848.14 feet to the Point of Beginning of this description; thence South 0°29' East 198.00 feet; thence South 89°31' West 198.14 feet to the East line of Highway U.S. 31; thence North 1°01'20" West along said highway 198.01 feet to the South line of Dixon Avenue; thence North 89°31" East 200 feet to the Point of Beginning; being a part of Government Lot 2, Section 26, Town 34 North, Range 8 West.

The property tax parcel codes for the subject premises are attached hereto at Schedule "I".

SCHEDULE "I"
HOTEL EARL

City of Charlevoix	Tax Parcel Codes
120 Michigan Ave 1	15-052-199-001-00
120 Michigan Ave 2	15-052-199-002-00
120 Michigan Ave 3	15-052-199-003-00
120 Michigan Ave 4	15-052-199-004-00
120 Michigan Ave 5	15-052-199-005-00
120 Michigan Ave 6	15-052-199-006-00
120 Michigan Ave 7	15-052-199-007-00
120 Michigan Ave 8	15-052-199-008-00
120 Michigan Ave 9	15-052-199-009-00
120 Michigan Ave 10	15-052-199-010-00
120 Michigan Ave 11	15-052-199-011-00
120 Michigan Ave 12	15-052-199-012-00
120 Michigan Ave 13	15-052-199-013-00
120 Michigan Ave 14	15-052-199-014-00
120 Michigan Ave 15	15-052-199-015-00
120 Michigan Ave 16	15-052-199-016-00
120 Michigan Ave 17	15-052-199-017-00
120 Michigan Ave 18	15-052-199-018-00
120 Michigan Ave 19	15-052-199-019-00
120 Michigan Ave 20	15-052-199-020-00
120 Michigan Ave 21	15-052-199-021-00
120 Michigan Ave 22	15-052-199-022-00
120 Michigan Ave 23	15-052-199-023-00
120 Michigan Ave 24	15-052-199-024-00
121 Michigan Ave 25	15-052-199-025-00
121 Michigan Ave 26	15-052-199-026-00
122 Michigan Ave 27	15-052-199-027-00
122 Michigan Ave 28	15-052-199-028-00
123 Michigan Ave 29	15-052-199-029-00
123 Michigan Ave 30	15-052-199-030-00
120 Michigan Ave 31	15-052-199-031-00
120 Michigan Ave 32	15-052-199-032-00
120 Michigan Ave 33	15-052-199-033-00
120 Michigan Ave 34	15-052-199-034-00
120 Michigan Ave 35	15-052-199-035-00
120 Michigan Ave 36	15-052-199-036-00
120 Michigan Ave 37	15-052-199-037-00
120 Michigan Ave 38	15-052-199-038-00
120 Michigan Ave 39	15-052-199-039-00
120 Michigan Ave 40	15-052-199-040-00
120 Michigan Ave 41	15-052-199-041-00

Hotel Earl/Attachment 2(e), (f), and (g)
Application for Commercial Facilities Exemption Certificate

2(e). Descriptive list of the fixed building equipment that will be part of the facility.

The fixed building equipment will, among other things, consist of the following:

(i) VRF heating and cooling systems (65 units);
(ii) 4-story ADA compliant elevator;
(iii) Fire suppression sprinkler system;
(iv) Complete re-wire of electrical system;
(v) Complete re-plumb of plumbing system;
(vi) Swimming pool heating system and domestic water heater;
(vii) Swimming pool and hot tub operational equipment;
(viii) (3) wine refrigerators and (3) commercial refrigerators (bar/lounge area); and
(ix) Keyless door entry system (throughout building).

2(f). Time schedule for undertaking and completing the restoration, replacement, or construction of the facility.

The demolition phase, which lasted approximately 6 weeks, has successfully and expeditiously been concluded. The rehabilitation/restoration phase commenced on August 16, 2018 with framing, which is now proceeding forward with enclosure/conversion of the exterior hallways to comprise interior areas and establishment of a third floor level. The projected date of full completion is currently June 16, 2019.

2(g). Statement of the economic advantages expected from the exemption.

The economic advantage to the Applicant from the requested exemption would be very impactful. It would free up additional capital to effect further improvements to the property. The principals of Hotel Earl, LLC, the Silva family, are very passionate about the Charlevoix community and its members, especially those with special needs. The exemption would facilitate opportunities for additional employment and other programs which would benefit those individuals.

The economic and social advantages of the Hotel Earl restoration, to the community at large, are also very impactful. The Hotel is one of the iconic structures designed by the legendary builder, Earl Young. Earl Young structures attract thousands of enthusiasts who are drawn to Charlevoix each year to observe and admire these unique buildings. These visitors and guests contribute to the Charlevoix economy by frequenting the hotels, shops, restaurants and service facilities in the Charlevoix area. Moreover, the immense financial and personal undertaking by the Silva family to maintain and restore this Charlevoix landmark reflects their deep and abiding concern for preserving the rich history and heritage of Charlevoix.

The Charlevoix economy and local residents will also benefit from the jobs which will be retained and created. The expansion of the Hotel Earl will additionally enhance the status and attraction of Charlevoix as the premier mainland, pedestrian oriented resort town in the Great Lakes region. Located within the heart of Charlevoix's hotel district, the Hotel expansion will not only accommodate additional hotel guests and small group meetings, the Hotel Earl itself will serve as an attraction, preserving a page of Earl Young architecture and enhancing the same with well deserved renovations and a panoramic third floor view of Round Lake Harbor. The renovated and expanded Hotel Earl will serve as an additional gateway for visitors and guests to indulge in the natural beauty, as well as the entertainment and recreational offerings of Charlevoix, while enjoying the many fine restaurants, shops, and service businesses of "Charlevoix the Beautiful."

shoreline
ARCHITECTURE
D E S I G N

September 25, 2018

Mr. Paul Silva
President
Silva Property Management
1005 N. Stevenson Hwy.
Royal Oak, MI 48067

Re: Energy Savings Initiatives – Hotel Earl, Charlevoix, Michigan

Mr. Silva,

The purpose of this letter is to certify the inclusion of the following energy savings products and technologies in the Hotel Earl design.

Building Shell

- Thermally insulated windows and doors.
- Improved insulation (blown cellulose) in all walls and roof.
- Caulk installed at all adjacent wood studs and plates.
- Commercial air & water barrier membrane (Tyvek).
- Rigid insulation and thermal breaks provided at new concrete foundations and flatwork.
- White/reflective EPDM roof membrane.

Building Systems

- "Low-Flow" water saving plumbing fixtures.
- LED light fixtures throughout.
- Variable Refrigerant Volume (VRV) air conditioning units providing maximum A/C efficiency.
- Energy Recovery Ventilation (ERV) unit(s) specified to treat incoming ventilation air.
- Use of high efficiency boilers for heating both pool water and domestic water (boilermates).
- Switch gear to be provided to facilitate implementation of future solar panels.

Feel free to contact me if you need additional information regarding these initiatives.

Regards,

Michael H. Pattullo, AIA
President

8 PENNSYLVANIA PLAZA, PETOSKEY, MI 49770 ~ TEL: 231-348-3303 ~ SHORELINEDESIGN@CHARTER.NET

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Renewable Energy Generator Procedures

DATE: October 15, 2018

PRESENTED BY: Don Swem, Electric Superintendent

BACKGROUND:

Last year, City Council approved new electric rates to be used to reimburse customers that install wind or solar powered generators and want to connect to our electric system. Until now, we have not yet approved any procedures to allow a customer to actually connect. The City needs procedures to control the physical interconnection to the City electric system as well an administrative agreement to cover the overall legal and financial details. The administrative agreement is the attached Renewable Energy Generator Metering Agreement. It covers the technical and operational requirements for the customer to follow in order to connect to the City. It does not address things like zoning or other considerations for customer installed equipment, which are addressed by the zoning ordinance and other rules and regulations. The other two documents spell out the technical requirements to connect.

Under the Metering Agreement, the customer metering is set up so that any time the customer is using City power they are charged the normal rate that anyone else would pay at that location. At times when the customer's system is generating more power than they are using then the excess power is separately metered as it is fed back into the City system. The City will then pay the customer the approved rate for Renewable Credit (there are currently two approved rates, one for solar and one for wind powered generation). These Renewable Credit Rates can be changed by Council at any time. At the same time, however, the customer is counting on that rate to pay back their investment over time, so with this setup the customer's investment is totally at risk and could be a strong dis-incentive to any customers considering a system. To alleviate this concern the Metering Agreement is written to freeze the credit rate for that customer for seven years from the date of installation, which would allow a decent amount of time for a payback period. We do not believe this will give an undue advantage to customer generators, and at the same time it gives them a little bit of confidence that they are not entirely at risk with their investment. This will have to be revisited in the future to determine the actual effect on the electric rates.

Customer generators are limited to a system that will generate no more than the expected annual peak demand for the load that is being offset by the renewable generation, up to a maximum of 100 kW. Any customers currently on a Demand Rate are not eligible for this agreement. This is because we have not analyzed what effect larger generators would have on our system. If a larger system is proposed, or a Demand customer proposes a system, it will have to be evaluated on a case by case basis as to its revenue impact as well as its physical impact on the system.

All customers together are limited to a total of 5% of the hourly peak of our entire electric system for the preceding year, on a first come first serve basis. At this time the maximum would therefore roughly be 600 kilowatts of renewable generation in our system. The reason for the limit is to keep the operation of the electric system stable. We have not analyzed what would happen if we went above this limit. If the demand ever gets that high it will have to be analyzed as to what effects that would have on our system and the rest of the customers before we allowed further connections.

The other two documents cover the technical requirements for connection to the City system. The

document titled “Expedited Generator Interconnection Requirements” has the requirements a customer needs to meet to tie in a small generator of 10 kilowatts or less – in this case the requirements are simplified as opposed to a larger size generator.

The document titled “Generator Interconnection Requirements” applies to any systems larger than 10 kilowatts. In these cases we plan on hiring a consulting firm to review the application, at the expense of the customer. All costs associated with the customer’s renewable generator system will be paid by the customer, including any costs required to modify the City’s distribution system to accommodate the customer’s setup.

All of these documents have been reviewed by the City Attorney and revised in accordance with several of his comments.

RECOMMENDATION:

Motion to approve the adoption of the Renewable Energy Generator Metering Agreement, the Expedited Generator Interconnection Requirements, and the Generator Interconnection Requirements as presented.

ATTACHMENTS:

- Renewable Energy Generator Metering Agreement
- Expedited Generator Interconnection Requirements
- Generator Interconnection Requirements

DRAFT CITY OF CHARLEVOIX
RENEWABLE ENERGY GENERATOR METERING AGREEMENT FOR CUSTOMER-GENERATOR SYSTEMS

This Agreement for Renewable Energy Generator Metering ("Agreement"), is made on _____, _____, between the City of Charlevoix, (the "Utility") and _____, ("Customer-Generator") for service at _____. The Utility and the Customer-Generator are sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. The Utility is a municipal utility engaged in the sale and distribution of electric energy and, pursuant to City Council directions, offers service under the Renewable Generation Credit Rate Schedule as published in the City Budget.

B. Customer-Generator receives electrical service from the Utility at published rates and desires to augment its service under the Renewable Credit Rates as published.

C. Customer-Generator has installed and desires to Operate in parallel with the Utility's electric system, from and after the date of this Agreement, certain electrical equipment at the above location, consisting of _____ and related facilities and equipment ("Generating Facility"), for the purpose of offsetting part, or all, of the Customer-Generator's electric service requirements.

D. It is anticipated that the Generating Facility may, from time to time, generate less than all of the Customer-Generator's electrical requirements at the Generating Facility location. The Generating Facility may, from time to time, generate energy in excess of the Customer-Generator's electrical requirements at the Generating Facility location.

E. The Generating Facility and the Utility's electric system are interconnected under the provisions of a separate Interconnection Agreement at one metering location indicated in either the Generator Interconnection Requirements or the Expedited Generator Interconnection Requirements, as appropriate, ("Exhibit A" herein) which are incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the Utility and Customer-Generator agree as follows:

1. Service Schedule, Eligibility and Rates

1.1 Customer-Generator requests service from the Utility under the rates published with the budget. Customer-Generator also requests reimbursements in accordance with the Renewable Credit Rates as applicable as published with the budget. Customer-Generator agrees to receive such service pursuant to the terms and conditions of the Utility and pursuant to the terms and conditions of this Agreement.

1.2 The Utility agrees to provide service to Customer-Generator at applicable rates reflected in the published budget (as such rates may be revised from time to time upon approval by the City Council) and pursuant to the terms and conditions contained in this Agreement.

1.3 To be eligible to initiate this Agreement, and as a condition of continued participation in this Agreement, the Customer-Generator must meet all of the following requirements:

a. Have in place a valid, executed, unterminated interconnection agreement with the Utility (either a Generator Interconnection & Operating Agreement or an Interconnection and Parallel Operating Agreement for Expedited Projects, as applicable).

b. Be operating or ready to commence operating a renewable energy generating system of a type specified in the applicable interconnection agreement.

c. Be in full satisfaction of any term or condition (payment or otherwise) imposed on the Customer-Generator by pre-existing contracts with or rates of the Utility.

2. Parallel Operation

Customer-Generator shall, pursuant and subject to the published rates and the Interconnection Agreement between Customer-Generator and Utility, deliver into the Utility's electric system all energy generated by the Generating Facility in excess of Customer-Generator's electrical requirements.

3. Limitations on Renewable Energy Generator Program

The Renewable Energy Generator Program is open to any Residential or Commercial Customer whose account does not involve a Demand Charge and that meets the maximum size requirement of 100 kilowatts (kW). The Program is not currently available for Industrial Accounts or Accounts with Demand Charges or systems that exceed 100 kW. Agreements with systems larger than 100 kW or with Industrial Customers or Demand Accounts would have to be

evaluated for eligibility in the Program on a case by case basis, based upon revenue impact to the City.

The Renewable Energy Generator Program aggregate size shall be limited to 5% of the Utility's single-hour peak load for the previous year. The Utility will honor requests for interconnection on a "first come, first-serve basis" as capacity becomes available.

4. Aggregate Size Limitation on Generating Facility

The purpose of this Agreement is to set the provisions by which customers may install renewable generating equipment to off-set all or a portion of their load at a given location. The Customer-Generator is limited by this Agreement to installing generating equipment not to exceed the expected annual peak demand of the load that the Generating Facility is off-setting, or a total output of 100 kW, whichever is smaller.

5. Delivery of Excess Energy Generated by the Generating Facility

5.1 Customer-Generator shall deliver into the Utility's electric system at the Point of Delivery all excess electric energy, described in Section 2 above, generated by the Generating Facility. The "Point of Delivery" is the location, as shown on Exhibit A, where the Utility's electric system is interconnected with the Generating Facility. Such excess electric energy shall be delivered in the form of _____ phase, sixty hertz, alternating current at _____ volts. In no event shall Customer-Generator deliver into the Utility's electric system electric energy at more than five percent above or five percent below such voltage.

5.2 Energy Billing Terms and Conditions

(a) The Utility shall separately measure the electricity produced and delivered to the Utility grid and the electricity consumed by the Customer-Generator supplied from the Utility grid during each billing period, in accordance with the utility's metering practices.

(b) For the billing period, the amount of electricity supplied by the Utility and consumed by the Customer-Generator shall be billed at the rate under which the Customer-Generator takes service for the electricity supplied by the Utility. This includes any other charges such as Demand and reactive power charges and any other charges applicable to energy use. In addition, regardless of the amount of energy used or supplied, the Customer-Generator shall be billed the appropriate fixed Customer charges paid by other Customers in the same rate class for each meter.

(c) For the billing period, the amount of electricity generated by the Customer-Generator and supplied to the Utility shall be compensated by the Utility at the applicable published Renewable Credit Rate to the Customer-Generator. Compensation shall be via a credit applied to that billing month. If the credit amount for a given month exceeds the total charges for that month, the excess credit will be carried forward to subsequent billing periods.

(d) No credits shall accrue to a Customer who is more than sixty days in arrears. Credits will begin accruing once the Customer fully satisfies their arrears balance.

(e) Credits are non-transferrable.

5.3 Renewable Energy Credits

Any Renewable Energy Credits (RECs) associated with energy generated by the Generating Facility shall be owned by the Utility.

6. Interruption

6.1 At any time, and from time to time, the Utility may disconnect its electric system from the Generating Facility or may interrupt or reduce the flow of energy to or from the Generating Facility if, in the Utility's sole determination, failure to do so:

(a) would interfere with or endanger or adversely affect the Utility's electric system or operations,

(b) would endanger any person or the property of the Utility, of Customer-Generator, or of any third party, or

(c) would be unsafe or contrary to prudent electrical practices.

For the purposes of this Agreement "prudent electrical practices" means (a) those practices, methods and acts which when engaged in are commonly used in prudent utility engineering and operations to operate electric equipment lawfully and with safety, reliability, efficiency and expedition; or (b) if no such practices, methods and acts exist, then those practices, methods and acts which, in the exercise of reasonable judgment considering the facts with applicable law, safety, reliability, efficiency and expedition.

Prudent electrical practices are not limited to the optimum practice, method or act, but rather is a spectrum of possible practices, methods or acts.

6.2 The Utility shall have no liability (whether arising in contract, tort, strict liability, warranty or otherwise) for any loss or damage whatsoever arising out of any action taken by the Utility pursuant to this Section and Customer-Generator hereby releases the Utility from such liability.

7. Term and Termination

7.1 This Agreement is effective upon execution the day and year first above written. The Renewable Credit Rate in effect on that date shall be locked in and not changed for a period of seven (7) years from the effective date of this agreement for this project. After that date the Rate will revert to the current Rate at that time, and continued service under this Agreement will be contingent upon the continued availability of the Renewable Credit Rates. At the same time the rates to be charged to the customer under Section 5.2(b) above are subject to change at any time as determined by City Council.

7.2 Customer-Generator may disconnect the Generating Facility at any time upon thirty (30) days' notice to the Utility and this Agreement shall terminate upon permanent physical removal

of facilities necessary to interconnect the Generating Facility with the Utility's electric system; provided, that all obligations incurred before the termination of this Agreement shall survive such termination and continue in full force and effect until fully satisfied.

8. Governmental Authority

Customer-Generator shall obtain all governmental authorizations, licenses and permits needed for the construction and operation of the Generating Facility, including City Zoning approval as necessary.

9. Interconnection Agreement

Customer-Generator shall enter into an Interconnection Agreement with the Utility prior to the interconnection of the Generating Facility to the Utility's distribution system. This Agreement shall be null and void at any time when such an Interconnection Agreement is not in effect and the Utility may disconnect the Generating Facility from the Utility's distribution system. The Interconnection Agreement for the Generating Facility under this Agreement is incorporated herein and made a part of this Agreement by its reference.

10. Information

Customer-Generator shall promptly furnish the Utility with copies of such plans, specifications, records, and other information relating to the Generating Facility or the ownership, operation, use, or maintenance of the Generating Facility, as may be reasonably requested by the Utility from time to time. All such information, together with any and all other documents and information furnished to the Utility under this Agreement, shall be given to the Utility on a non-confidential basis.

11. Notices and Other Communications

All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be given in writing (i) by personal delivery, (ii) by recognized overnight air courier service, (iii) by United States postal service, postage prepaid, registered or certified mail, return receipt requested, or (iv) by email, provided that written confirmation of successful email transmission is returned to the sender. All notices to either Party shall be made to the address set forth below. Any notice shall be deemed to have been given on the date delivered, if delivered personally, by overnight air courier service, or by email; or, if mailed, shall be deemed to have been given on the date shown on the return receipt as the date of delivery.

Addresses for Notification. If to:

Utility:
City of Charlevoix Electric Department
210 State Street

Charlevoix, MI 49720
Tel. (231) 547-3273
Email: dons@charlevoixmi.gov

Customer:

_____
_____
_____
Attn: _____
Tel. ( ) _____
Email: _____

12. Miscellaneous

12.1 Any conflict between this Agreement and any provisions of the Utility's existing rules and regulations shall be resolved in favor of such rules and regulations.

12.2 This Agreement and all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties; provided, that Customer-Generator shall not assign all or any part of this Agreement (or assign any of its rights under this Agreement or delegate performance of any of its obligations under this Agreement) without prior written consent of the Utility. In the event that the Customer-Generator wishes to assign this Agreement to a new owner or occupier of the Customer-Generator's property on which the generating facility is located, the Utility's consent shall not be unreasonably withheld.

12.3 This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Michigan (without regard to any conflict of law rules).

12.4 All obligations of the Parties arising pursuant to this Agreement which may reasonably be construed as surviving the completion, termination, or cancellation, including, but not limited to, Section 12 of this Agreement, shall survive the completion, termination or cancellation of this Agreement and shall be and remain fully enforceable in accordance with the terms and conditions of this Agreement.

12.5 Nothing in this Agreement shall be construed to create any duty, obligation or liability to, or any standard of care with reference to any person or entity, other than the Parties (and their respective successors and assigns, subject to this section).

12.6 This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligations or liability upon either of the Parties.

12.7 The parties shall attempt to resolve any disputes arising under this Agreement informally, and any such disputes that are unable to be resolved informally shall be submitted to binding arbitration under rules of the American Arbitration Association.

12.8 Except as otherwise provided herein, this Agreement, including all exhibits hereto and the applicable interconnection agreement, set forth the entire agreement between the Parties. This Agreement may not be modified or amended except by written amendment, signed by both Parties hereto.

City of Charlevoix	[Customer-Generator]
By _____	By _____
Its _____	Its _____
Date _____	Date _____

City of Charlevoix

Expedited Generator Interconnection Requirements

INTRODUCTION

This Expedited Generator Interconnection Requirements document outlines the process, requirements, and agreements used to install or modify generation projects with generator output capacity that does not exceed 10 kW that are designed to operate in parallel with the City of Charlevoix ("Utility") electric system and are part of the Utility's Renewable Energy Generator Program.

ELIGIBILITY

Any residential customer* in good standing may install, own, and operate a "Renewable Energy Generator" source(s), interconnected in parallel with the Utility's distribution system if the following are met (subject to the requirements of the "Renewable Energy Generator Metering Agreement"):

1. Completed application describing the interconnected generation that includes a $100 application fee.

2. The generation source is solar or wind.

3. The total nameplate capacity of the generation source is 10 kilowatts or less.

4. The generation source is located on the eligible customer's premises, is operated by said customer, and is interconnected through a single point of service.

5. The generation is used primarily to offset all or a part of the eligible customer's electric load.

6. Eligible customers shall enter into a "Renewable Energy Generator Metering Agreement" with the Utility before the generation source is allowed to interconnect to the Utility's distribution system.

7. The Utility reserves the right to limit the number of customers.

GENERAL

1. All Customer-Owned generating facility installations shall comply with any and all applicable codes and standards, including but not limited to those listed in this document.

2. Interconnection shall not be allowed to the Utility's distribution system until the installation has been approved by an authorized municipal, county, or other governmental inspector where such inspection procedures are established.

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* Other non-residential customers may apply at the discretion of the Utility.

3. Generation source shall comply with IEEE Std. 1547.

INSTALLATION AND OPERATION

1. The eligible customer shall provide proof of a qualified installation of the generation source by a licensed electrical contractor.

2. The eligible customer shall install, operate, and maintain the generation source in accordance with the manufacturer's suggested practices.

3. A lockable manual disconnect switch with load-break capability shall be installed between the generation source and the Utility's distribution system and be accessible to Utility personnel at all times. This switch shall be labeled as follows:

"Utility-Generator Disconnect Switch"

4. The Utility may isolate the eligible customer's generation source at any time if it is believed that continued operation of the generation source will create or contribute to a system emergency, or for safety purposes, or for reliability purposes.

5. The Utility may perform on-site inspections to verify the proper installation and continued safe operation of the generation source, interconnection equipment, and metering facilities. Inspections shall be done at reasonable times and with reasonable advance notice to the eligible customer.

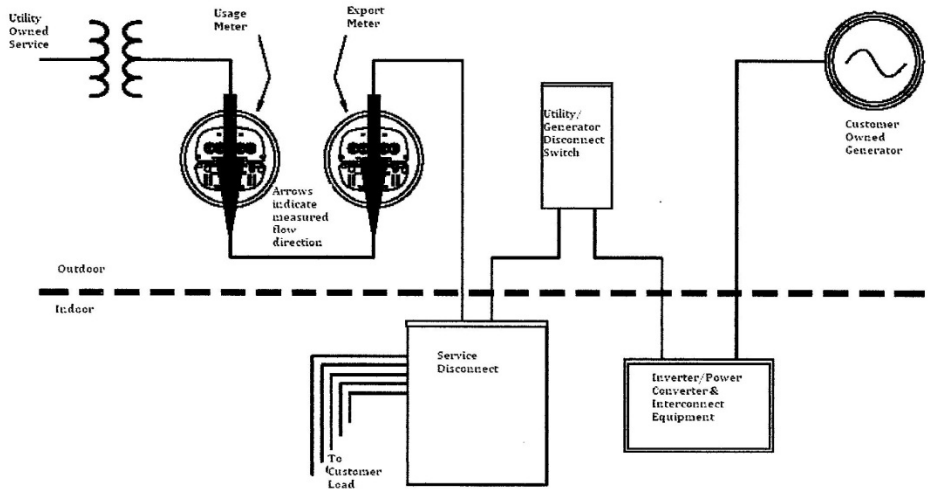


Figure 1

METERING

1. The Utility shall have the option of metering the interconnection with two separate watt-hour meters as shown above in Figure 1 or through a single bidirectional meter.

2. If a second watt-hour meter is used, one meter will measure kWh used by the eligible customer, and the other will measure the kWh exported by the customer to the Utility's distribution system. If the Utility chooses to utilize a single bidirectional meter, that meter will measure the same quantities.

GENERATOR INTERCONNECTION APPLICATION

1. The undersigned Customer Generator submits this Generator Interconnection Application with the application fee to interconnect a new Project to the Utility's distribution system.

2. The Customer Generator requesting interconnection to the Utility distribution system must provide the following information:

a. Description of the equipment configuration and proposed interconnection one-line diagram (one-line diagram must be attached to this Interconnection Application).

b. Project Developer (Single Point of Contact):

Name: _____.

Address: _____.

_____.

Phone Number: _____.

Fax Number: _____.

e-mail Address: _____.

Project Site Address: _____.

_____.

3. This Generator Interconnection Application shall be directed to the Utility representative as indicated below:

City of Charlevoix Electric Department Superintendent
210 State Street
Charlevoix, MI 49720

4. I, the undersigned and authorized representative of the Customer Generator, submit this Generator Interconnection Application for the Utility. I understand that I shall be required to furnish certain required technical data as requested by the Utility in support of this application.

Authorized Signature: _____.

Printed Name: _____.

Title: _____.

Company Name: _____.

Date: _____.

INTERCONNECTION AND PARALLEL OPERATING AGREEMENT FOR EXPEDITED PROJECTS (INVERTER BASED - 10kW OR LESS)

This Interconnection and Parallel Operating Agreement ("Agreement") is entered into on _____ (insert date of last signature from page 8) by the City of Charlevoix (the "Utility"), _____ (the "Customer"), and_____ (if applicable under Paragraph 5) (the "Property Owner"). Utility and Customer are sometimes also referred to in this Agreement collectively as "Parties" or individually as "Party." Customer shall be the "Project Developer" as used in and for purposes of the applicable Expedited Utility Interconnection Requirements ("Interconnection Requirements") approved by the City Council ("Council").

I. RECITALS

A. Customer is an electric service customer of Utility in good standing with the Utility.

B. Customer desires to interconnect an electric generating facility of a type specified in Section 1.1. below with maximum capacity of 10 kilowatts ("kW") or less (the "Generating Facility") with Utility's electric distribution system and operate the Generating Facility in parallel with Utility's distribution system, under the Utility's Expedited Utility Interconnection Requirements and Renewable Energy Generator Agreement approved by the City Council (the "Standards").

C. For purposes of this Agreement, "interconnect" means establishing a connection between a non-utility generating resource (in this case, the Generating Facility) and Utility's distribution system. "Operate in parallel" means generating electricity from a non-utility resource (in this case, the Generating Facility) that is connected to Utility's system. In all cases, terms shall have the meaning as defined in the Standards.

D. Interconnection of the Generating Facility with Utility's distribution system is subject to this Agreement, the Application, the Interconnection Requirements, the Standards and applicable utility rates approved by the City Council.

E. This Agreement does not address any purchase or sale of electricity between Utility and Customer nor does it create any agency, partnership, joint venture or other business arrangement between or among Utility, Customer and/or Property Owner.

II. AGREEMENT

NOW THEREFORE, in consideration of the above recitals, the mutual covenants contained herein and for good and valuable consideration, the Parties agree as follows:

1. Description of Generating Facility

1.1 The Generating Facility must be built with the following ratings, which shall not be changed without thirty (30) days advance written notice to Utility according to the notice requirements herein:

Photovoltaic/Solar ("PV") Array Rating: _____kW

Certified Test Record Number (UL1741 Scope 1.1A): _____ kW

Wind Turbine (WT) Rating: _____kW

Service Type (circle one): Single Phase / Three Phase

Voltage Level: _____

Equipment Specifications: Make: _____Model: _____

1.2 Generating Facility Location:

_____

_____

_____

(Street Address, City, State, Zip)

If Customer is not the owner of the property identified above, the Property Owner must sign this Agreement for the purposes indicated in Paragraph 5.

1.3 Customer's Utility service account number: _____

Property Owner's Utility service account number (if applicable): _____

1.4 The Generating Facility is planned to be ready for parallel operation on or about: _____(insert date)

2. Interconnection Facilities

If it is necessary for Utility to install certain interconnection facilities ("Interconnection Facilities") and make certain system modifications in order to establish an interconnection between the Customer Facility and Utility's distribution system, the Interconnection facilities and modifications shall be described to the Customer.

3. Design Requirements, Testing and Maintenance of Generating Facility

3.1 Customer shall be responsible for the design and installation of the Generating Facility and obtaining and maintaining any required governmental authorizations and/or permits, which may include, but shall not be limited to, easements to clear trees, and necessary rights-of-way for

installation and maintenance of the Utility Interconnection Facilities. Customer shall reimburse Utility for its costs and expenses to acquire such easements / permits.

3.2 Customer shall, at its sole expense, install and properly maintain protective relay equipment and devices to protect its equipment and service, and the equipment and system of the Utility, from damage, injury or interruptions, and will assume any loss, liability or damage to the Generating Facility caused by lack of or failure of such protection. Such protective equipment specifications and design shall be consistent with the applicable Expedited Generator Interconnection Requirements. Prior to the Generating Facility operating in parallel with Utility distribution system, Customer Shall provide satisfactory evidence to Utility that it has met the Expedited Generator Interconnection Requirements, including but not limited to the receipt of approval from the local building/electrical code inspector.

3.3 At its own expense, Customer shall perform operational testing at least five (5) days prior to the installation of any Interconnection Facilities by Utility. Utility may send qualified personnel to the Generating Facility to inspect the facility and observe the testing. Upon completion of such testing and inspection and prior to interconnection Customer shall provide Utility with a written report explaining all test results, including a copy of the generator commissioning test report.

Customer shall, at its sole expense, perform capability tests each calendar year following the year of this Agreement to confirm generator rating and provide such test results to the Utility. In the absence of such test results, the Utility may follow the procedures of Breach contained in Section 7 herein.

Protective relay equipment shall be tested every two (2) years (unless an extension is agreed to by Utility) to verify the calibration indicated on the latest relay setting document issued by Utility. The results of such tests shall be provided to Utility in writing for review and approval. Utility may, at any time and at its sole expense, inspect and test the Generating Facility to verify that the required protective equipment is in service, properly maintained, and calibrated to provide the intended protection. This inspection may also include a review of Customer's pertinent records. Inspection, testing and/or approval by Utility or the omission of any inspection, testing and/or approval by Utility pursuant to this Agreement shall not relieve the Customer of any obligations or responsibility assumed under this Agreement.

3.4 Customer shall operate and maintain the Generating Facility in a safe and prudent manner and in conformance with all applicable laws and regulations. Customer shall obtain or maintain any governmental authorizations and permits required for construction and operation of the Generating Facility.

4. Disconnection

Utility shall be entitled to disconnect the Generating Facility from Utility's distribution system, or otherwise refuse to connect the Generating Facility, if: (a) Customer has not complied with all of the technical requirements contained in the applicable Interconnection Requirements, (b) the electrical characteristics of the Generating Facility are not compatible with the electrical

characteristics of Utility's distribution system, (c) an emergency condition exists on Utility's distribution system, (d) Customer's protective relay equipment fails, (e) Utility determines that the Generating Facility is disrupting service to any Utility customer, (f) disconnection is required to allow for construction, installation, maintenance, repair, replacement, removal, investigation, inspection or testing of any part of Utility's facilities, (g) if a required installation (e.g., telephone line) fails or becomes incapacitated and is not repaired in a timely manner, as determined by Utility, or (f) Customer commits a material breach of this Agreement.

5. Access to Property

5.1 At its own expense, Customer shall make the Generating Facility site available to Utility. The site shall be free from hazards and shall be adequate for the operation and construction of the Interconnection Facilities. Utility, its agents and employees, shall have full right and authority of ingress and egress at all reasonable times on and across the property at which the Customer's Facility is located, for the purpose of installing, operating, maintaining, inspecting, replacing, repairing, and removing the Interconnection Facilities. The right of ingress and egress shall not unreasonably interfere with Customer's or (if different) Property Owner's use of the property.

5.2 Utility may enter the property on which the Generating Facility is located to inspect, at reasonable hours, Customer's protective devices and read or test meters. Utility will use reasonable efforts to provide Customer or Property Owner, if applicable, at least 24 hours' notice prior to entering said property, in order to afford Customer or Property Owner the opportunity to remove any locks or other encumbrances to entry; provided, however, that Utility may enter the property without notice (removing, at Customer's expense, any lock or other encumbrance to entry) and disconnect the Interconnection Facilities if Utility believes that disconnection is necessary to address a hazardous condition and/or to protect persons, Utility's facilities, or the property of others from damage or interference caused by Customer's Facility.

5.3 By executing this Agreement, Property Owner consents to and agrees to provide access to its property on which the Generating Facility is located to Utility as described in this section, but does not assume or guarantee other performance obligations of the Customer under this Agreement.

6. Indemnity and Liability

6.1 Unless caused by the sole negligence or intentional wrongdoing of the Utility, Customer shall at all times assume all liability for, and shall defend, hold harmless, and to the extent permitted by law, indemnify the Utility and its directors, officers, employees, and agents from, any and all damages, losses, claims, demands, suits, recoveries, costs, legal fees, and expenses: (a) for injury to or death of any person or persons whomsoever occurring on its own system, or (b) for any loss, destruction of or damage to any property of third persons, firms, corporations or other entities occurring on its own system, including environmental harm or damage, or (c) arising out of or resulting from, either directly or indirectly, its Generating Facility or Facilities, or (d) arising out of or resulting from, either directly or indirectly, any electric energy furnished hereunder after such energy has been delivered to it by such other Party. The provisions of this Section shall survive termination or expiration of this Agreement.

6.2 The provisions of this Section 6 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

6.3 Customer acknowledges and agrees that in providing electric service, including but not limited to via the arrangements set forth in this Agreement, Utility is a governmental entity engaged in a governmental function, and possesses all of the rights and immunities that are available to a governmental entity engaged in a governmental function under Michigan law.

6.4 Notwithstanding anything in this Section, or any other provision of this Agreement to the contrary, any liability of a Party to the other Party (including but not limited to any liability that exists despite the Utility's immunity from tort liability acknowledged above) shall be limited to direct actual damages, and all other damages at law or in equity are hereby waived. Under no circumstances shall a Party be liable to the other Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits. The indemnification obligations and limits on liability in this Section shall continue in full force and effect notwithstanding the expiration or termination of this Agreement, with respect to any event or condition giving rise to an indemnification obligation that occurred prior to such expiration or termination.

7. Breach and Default

A breach of this Agreement ("Breach") shall occur upon the failure of a Party to perform or observe any material term or condition of this Agreement, the Standards or the Interconnection Requirement. Upon a Breach by one Party, the non-breaching Party shall give written notice of such Breach to the Breaching Party. The Party in Breach shall have 30 days from the date of the written notice to cure the Breach. If a Breach is not cured within the 30-day period provided for herein, the Party in Breach shall be deemed in default ("Default"). The non-defaulting Party shall then have the right to terminate this Agreement by written notice, shall be relieved of any further obligations hereunder, and may pursue any and all remedies available to it at law or in equity.

8. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of Michigan.

9. Amendment, Modification or Waiver

Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

10. Notices

Any notice required under this Agreement shall be in writing and mailed or personally delivered to the Party at the address below. Written notice is effective within 3 days of depositing the notice in the United States mail, first class postage prepaid. Personal notice is effective upon delivery. Written notice of any address changes shall be provided. All written notices shall refer to the Customer's Utility account number, as provided in Section 1 of this Agreement. All written notices shall be directed as follows:

Notice to Utility:
__City of Charlevoix Electric Department_____
__210 State Street_____
__Charlevoix, MI 49720_____
_____

Notice to Customer:
_____
_____
_____
_____

Notice to Property Owner (if different than Customer):
_____
_____
_____
_____

11. Term of Agreement and Termination

This Agreement shall become effective upon execution by all Parties and, if applicable, the Property Owner, and it shall continue in full force and effect until terminated upon thirty (30) days' prior notice by either Party, if the agreement is terminated pursuant to Section 7, upon mutual agreement of the Parties, or upon a change in ownership of either the Generating Facility or the property at which the Generating Facility is located absent a valid assignment under Section 14.

Utility may independently terminate this agreement if, after one year, the Generating Facility has failed to produce any generation.

12. Entire Agreement

This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and constitutes the entire agreement between the Parties hereto.

13. No Third Party Beneficiary

The terms and provisions of this Agreement are intended solely for the benefit of each Party, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.

14. Assignment and Binding Effect

This Agreement shall not be assigned by a Party without the prior written consent of the other Party. Any attempt to do so will be void. Subject to the preceding, this Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective successors and assigns. Customer agrees to notify Utility in writing upon the sale or transfer of the Generating Facility. This Agreement shall terminate upon such notice unless Utility consents to an assignment.

15. Severability

If any provision of this Agreement is determined to be partially or wholly invalid, illegal, or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding, and enforceable; or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding or enforceable, then such provision shall be deemed to be excised from this Agreement and the validity, binding effect, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner.

16. Signatures

The Parties to this Agreement hereby agree to have two originals of this Agreement executed by their duly authorized representatives. This Agreement is effective as of the later (or latest) of the dates set forth below.

UTILITY
Signature:_____
Name:_____
Title:_____
Date:_____

CUSTOMER
Signature:_____
Name:_____
Title:_____
Date:_____

PROPERTY OWNER (IF APPLICABLE)
Signature:_____
Name:_____
Title:_____
Date:_____

DRAFT
CITY OF CHARLEVOIX
Generator Interconnection Requirements

INTRODUCTION

This Generator Interconnection Requirements document outlines the process, requirements, and agreements used to install or modify generation projects with aggregate generator output capacity within the following categories that are designed to operate in parallel with the City of Charlevoix ("Utility") electric system:

Category	Aggregate Generator Output
Category 1	less than 30 kW,
Category 2	30 kW or more, but less than 150 kW, or
Category 3	150 kW or more, but less than 750 kW

The Utility also allows for "Expedited Generator Interconnection" procedures for generation sources with nameplate rating of 10 kW or less. Contact the Utility for the requirements and applicability. Please note that at this point in time the City is only accepting systems that are 100 kW or less. If a customer is proposing a larger system it will have to be evaluated on a case by case basis for its possible physical and financial effects on the existing system. This procedure will apply to systems up to 750 kW but may be modified as part of the evaluation.

Technical requirements (data, equipment, relaying, telemetry, metering) are defined according to type of generation, location of the interconnection, and mode of operation (Flow-back or Non-Flow-back). The process is designed to provide an expeditious interconnection to the Utility electric system that is both safe and reliable.

The term "Project" will be used throughout this document to refer to a merchant plant and other electric generating equipment and associated facilities that are not owned or operated by an electric utility. The term "Project Developer" means a person that owns, operates, or proposes to construct, own, or operate, a Project.

This document does not address other Project concerns such as environmental permitting, local ordinances, or fuel supply. Nor does it address agreements that may be required with the Utility and/or the transmission provider, or state or federal licensing, to market the Project's energy. An interconnection request does not constitute a request for transmission service.

It may be possible for the Utility to adjust requirements stated herein on a case-by-case basis. The review necessary to support such adjustments, however, may be extensive and interfere with study fees and the project schedule established and addressed in these requirements. Therefore, if requested by the Project Developer, adjustments to these requirements will only be considered if the Project Developer agrees in advance to compensate the Utility for the added costs of the necessary additional reviews and to also allow the Utility additional time for the additional reviews.

The Project Developer may apply for waiver from one or more provisions of these rules and the Utility may grant a waiver upon a showing of good cause.

CONTENTS

APPENDIX F.. CONTACT LIST

The Interconnection Process

This section outlines the process for interconnecting Projects to the Utility electric system. This includes both new Projects and modifications to existing Projects. The general process is shown in Figure 1.

The Utility is required to complete all of its obligations for interconnection of the Project to the Utility system within the time constraint shown below from the time a complete Interconnection Application is received by the Utility.

Utility Timing Requirement

Project Size	**Timing Requirement**
Category 1	3 Weeks
Category 2	4 Weeks
Category 3	6 Weeks

A completed Interconnection Application consists of an application, data (Appendix B or C), and a filing fee.

Project Size	**Filing Fee**
Category 1	$100
Category 2	$100
Category 3	$0.50 / kW

The filing fee will never be less than $100 or greater than $500.

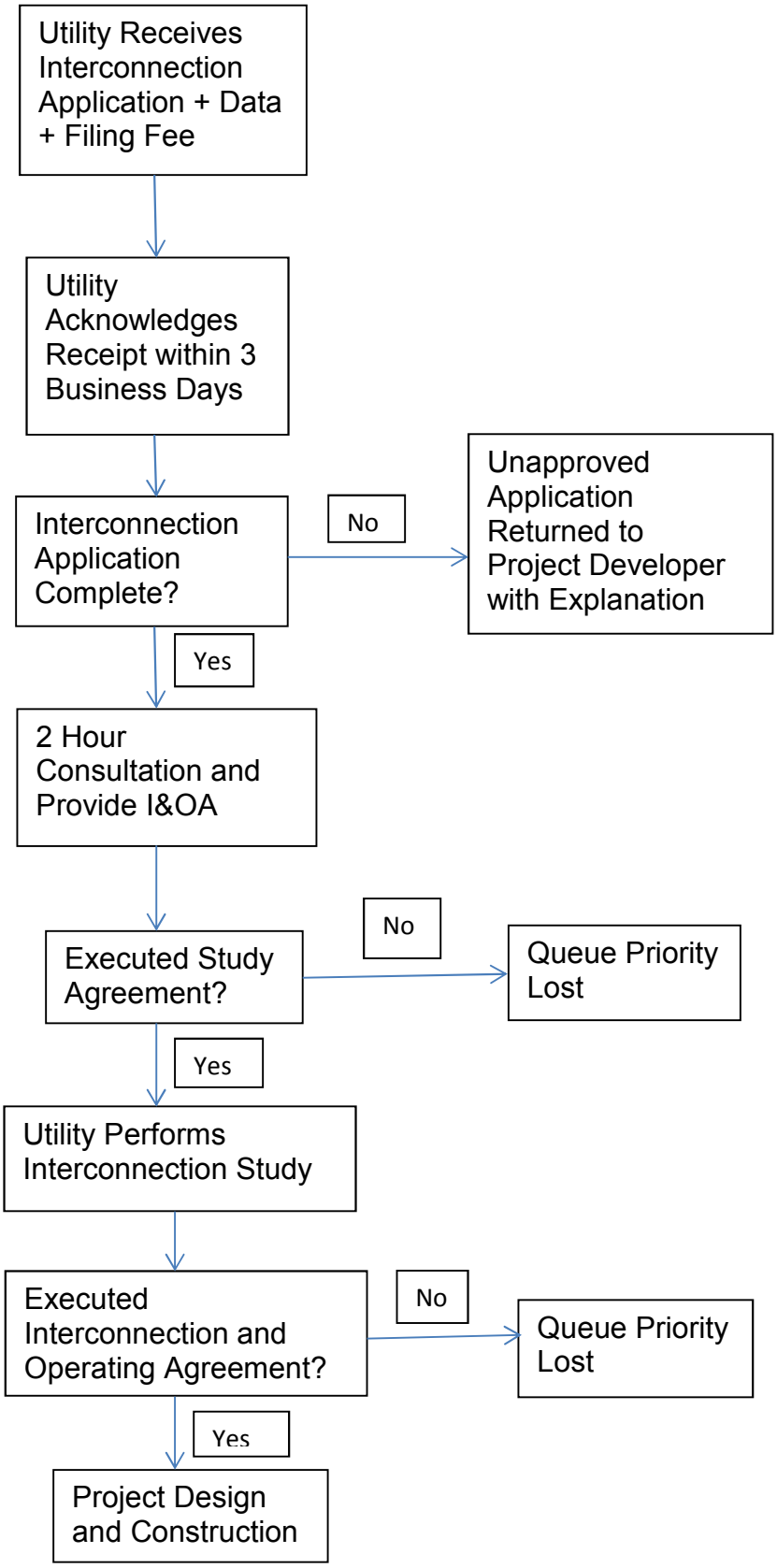
Delays that are the responsibility of Project Developer or attributable to the time lapse while the Utility diligently seeks to secure necessary rights-of-way, governmental permitting, zoning requirements, etc, will not be counted in the time to meet the deadline shown above. The Utility shall have no responsibility to pursue court action to obtain these items.

Interconnection Application

The Project Developer must first submit an Interconnection Application to the Utility. A separate application is required for each Project or Project site. A blank Interconnection Application can be found in Appendix A. A list of the required interconnection data, depending on the capacity rating and type of generation, can be found in Appendices B and C.

A complete submittal of required interconnection data and the filing fee must accompany the Interconnection Application. The Utility will notify the Project Developer within 3 business days of receipt of an Interconnection Application. If any portion of the Interconnection Application, data submittal, or filing fee is incomplete and/or missing, he unapproved Interconnection Application will be sent back to the Project Developer with the deficiencies clearly identified.

Figure 1: Interconnection Process



Once the Utility has accepted an Interconnection Application, the Project is assigned a position in the Project queue maintained by the Utility. The Project position in the Project queue is determined by the date the Utility received the accepted Interconnection Application. The Utility will provide the Project Developer up to two hours of consultation related to the Project's interconnection to the Utility system and will include a good faith estimate of the Utility's charges to complete the interconnection, including the estimated study fees, based on the information available to the Utility at that time.

Interconnection Study

The Utility will perform an Interconnection Study to determine the impact of the Project on the Utility's system, and the Utility's system modifications required for safe and reliable interconnection of the Project to the Utility system. The Project Developer is required to sign the Interconnection Study Agreement found in Appendix D and is encouraged to return the signed Interconnection Study Agreement to the Utility with the completed Interconnection Application to avoid delays in the interconnection process. Any delay in execution of the Interconnection Study Agreement will not count toward the interconnection deadlines.

The Utility will charge the Project Developer for the costs associated with completion of the Interconnection Study. If the Utility is required to sub-contract some or all work to third parties, the costs associated with the sub-contractor will automatically be passed through to the Project Developer. The additional costs borne by the Utility and charged to the Project Developer to recoup Utility expenses, will be the lesser of either of the following:

(1) Five percent of the estimated total cost of the Project, or

(2) $10,000

Interconnection Study fees are not required if the Interconnection Study determines that the Project's aggregate export capacity is less than 15% of the line section peak load and the project does not contribute more than 25% of the maximum short circuit current at the Point of Common Coupling (PCC) as defined by IEEE 1547.

Interconnection and Operating Agreement

The Utility will submit an Interconnection and Operating Agreement (I&OA) to the Project Developer, as soon as practical, after the 2 hour consultation described earlier. A sample Interconnection and Operating Agreement can be found in Appendix E.

The Interconnection and Operating Agreement will cover matters customarily addressed in such agreements in accordance with Good Utility Practice, including, without limitation, construction of facilities, system operation, interconnection cost and billing, defaults and remedies, insurance, and liability. All Utility costs, associated with making modifications to its distribution system, will be paid by the Project Developer.

Any delay in execution of the Interconnection and Operating Agreement will not count toward the interconnection deadlines.

Project Design and Construction

After the Interconnection and Operating Agreement is executed, the Utility will proceed to acquire necessary rights-of-way, procure required equipment, and design and construct the Interconnection Facilities.

Ongoing Operations

The Project Developer and Utility will exchange contact information and update this information from time to time. A sample Contact List can be found in Appendix F.

TECHNICAL REQUIREMENTS

Technical Requirements

The following discussion details the technical requirements for the interconnection of Projects. The Utility has made efforts to simplify the technical requirements resulting in the adoption of IEEE Std. 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems, being incorporated herein by reference.

Certain requirements, as specified by this document, must be met to provide compatibility between the Project and the Utility's electric system, and to assure that the safety and reliability of the electric system is not degraded by the interconnection.

Upgraded revenue metering may be required for the Project.

Major Component Design Requirements

The data requested in Appendix B or C, for all major equipment and relaying proposed by the Project Developer, must be submitted as part of the initial application for review and approval by the Utility. The Utility may request additional data be submitted as necessary during the study phase to clarify the operation of the Project.

Once installed, the interconnection equipment must be reviewed and approved by the Utility prior to being connected to the Utility's electric system and before Parallel Operation is allowed.

Data

The data that the Utility requires to evaluate the proposed interconnection is documented on a "fill in the blank" checklist by generator type in Appendices B and C.

A site plan, one-line diagrams, and interconnection protection system details of the Project are required as part of the application data. The generator manufacturer data package should also be supplied.

Isolating Transformer(s)

If a Project Developer installs an isolating transformer (typically Category 3 Projects), the transformer must comply with the current ANSI Standard C57.12. The transformer should have voltage taps on the high and/or low voltage windings sufficient to assure satisfactory generator operation over the range of voltage variation expected on the Utility electric system. The Project Developer also needs to assure sufficient voltage regulation at its facility to maintain an acceptable voltage level for its equipment during such periods when its Project is off-line. This may involve the provision of voltage regulation or a separate transformer between the Utility and the Project station power bus.

The type of generation and electrical location of the interconnection will determine the isolating transformer connections. Allowable connections are detailed in the “Specific Requirements by Generator Type” section. Note: Some Utilities do not allow an isolation transformer to be connected to a grounded Utility system with an ungrounded secondary (Utility side) winding configuration, regardless of the Project type. Therefore, the Project Developer is encouraged to consult with the Utility prior to submitting an application.

The proper selection and specification of transformer impedance is important relative to enabling the proposed Project to meet Utility’s reactive power requirements (see Reactive Power Control”).

Isolation Device

An isolation device is required for Category 3 Projects and should be placed at the Point of Common Coupling (PCC). It can be a circuit breaker, circuit switcher, pole top switch, load-break disconnect, etc., depending on the electrical system configuration. The following are required of the isolation device:

- Must be approved for use on the Utility system.

- Must comply with current relevant ANSI and/or IEEE Standards.

- Must have load break capability, unless used in series with a three-phase interrupting device.

- Must be rated for the application

- If used as part of a protective relaying scheme, it must have adequate interrupting capability. The Utility will provide maximum short circuit currents and X/R ratios available at the PCC, upon request.

• Must be operable and accessible by the Utility at all times (24 hours a day, 7 days a week).

• The Utility will determine if the isolation device will be used as a protective tagging point. If the determination is so made, the device must have visible open break provisions for padlocking in the open position and it must be gang operated. If the device has automatic operation, the controls must be located remote from the device.

Interconnection Lines

The physically closest available system voltage, as well as equipment and operational constraints influence the chosen point of interconnection. The Utility has the ultimate authority to determine the acceptability of a particular PCC.

Any new line construction to connect the Project to the Utility's electric system will be undertaken by the Utility at the Project Developer's expense. The new line(s) will terminate on a structure provided by the Project Developer.

Termination Structure

The Project Developer is responsible for ensuring that structural material strengths are adequate for all requirements, incorporating appropriate safety factors. Upon written request, the Utility will provide line tension information for maximum line dead-end tensions under heavy icing conditions. The structure must be designed for this maximum line tension along with an adequate margin of safety.

Electrical clearances shall comply with requirements of the National Electric Safety Code.

The installation of disconnect switches, bus support insulators, and other equipment shall comply with accepted industry practices.

Surge arrestors shall be selected to coordinate the BIL rating of major equipment components and shall comply with recommendations set forth in the current ANSI Standard C62.2.

Relaying Design Requirements

The interconnection relaying design requirements are intended to assure protection of the Utility electric system. Any additional relaying which may be necessary to protect equipment at the Project is solely the responsibility of the Project Developer to determine, design, and apply.

The relaying requirements will vary with the Project Category, the type of generation being used, and the mode of operation (Flow-back or Non-Flow-back).

All relaying proposed by the Project Developer to satisfy these requirements must be submitted for review and approved by the Utility. The data submitted for review must

include information from the manufacturer indicating such certification, and the manufacturer must placard the equipment such that a field inspection can verify the certification.

Protective Relaying General Considerations

All relays must be equipped with targets or other visible indicators to show that the relay has operated.

If the protective system uses AC power as the control voltage, it must be designed to disconnect the generation from the Utility electric system if the AC control power is lost.

The relay system must be designed such that the generator is prevented from energizing the Utility electric system if that system is de-energized.

Momentary Paralleling

For situations where the Project will only be operated in parallel with the Utility electric system for a short duration (100 milliseconds or less), as in a make-before-break automatic transfer scheme, no additional relaying is required. Such momentary paralleling requires a modern integrated Automatic Transfer Switch (ATS) system, which is incapable of paralleling the Project with the Utility's electric system. The ATS must be tested, verified and documented by the Project Developer for proper operation at least every 2 years. The Utility may be present during the testing.

Instrument Transformer Requirements (Category 3 Projects)

All relaying must be connected into instrument transformers.

All current connections shall be connected into current transformers (CT's). All CT's shall be rated to provide no more than 5 amperes secondary current for all normal load conditions, and must be designed for relaying use, with an "accuracy class" of at least C50. Current transformers with an accuracy class designation such as T50 are NOT acceptable. For three-phase systems, all three phases must be equipped with CT's.

All potential connections must be connected into voltage transformers (VT's). For single-phase connections, the VT's shall be provided such that the secondary voltage does not exceed 120 volts for normal operations. For three-phase connections, the VT's shall be provided such that the line-to-line voltage does not exceed 120 volts for normal operation, and both the primary and secondary of the VT's shall be connected for grounded-wye connections.

Direct Transfer Trip (DTT)

Direct Transfer Trip is generally not required for induction or Inverter-Type Projects. Direct Transfer Trip generally is not required for Synchronous Projects that will operate in the Non-Flow-back Mode since a simpler and more economical reverse power relay scheme can usually meet the requirements. For Synchronous Flow-back Projects the

need for DTT is determined based on the location of the PCC. The Utility requires DTT when the total generation within a protective zone is greater than 33% of the minimum Utility load that could be isolated along with the generation. This prevents sustained isolated operation of the generation for conditions where generator protective relaying may not otherwise operate.

Direct transfer trip adds to the cost and complexity of an interconnection. A DTT transmitter is required for each Utility protective device whose operation could result in sustained isolated operation of the generator. An associated DTT receiver at the Project is required for DTT transmitter. A phone Data Circuit is required between each transmitter and receiver. Telemetry is required to monitor the status of the DTT communication.

At the Project Developer's expense, the Utility will provide the receiver(s) that the Project Developer must install, and the Utility will install the transmitter(s) at the appropriate Utility protective devices.

Reverse Power Relaying for Non-Flow-back

If metering for "Flow-back" Mode is not present, reverse power protection must be provided. The reverse power relaying will detect power flow from the Project into the Utility system, and operation of the reverse power relaying will separate the Project from the Utility system.

Automatic Reclosing

The Utility employs automatic multiple-shot reclosing on most of the Utility's circuit breakers and circuit reclosers to increase the reliability of service to its customers. Automatic single-phase overhead reclosers may be installed on distribution circuits to isolate faulted segments of these circuits.

The Project Developer is advised to consider the effects of Automatic Reclosing (both single-phase and three- phase) to assure that the Project's internal equipment will not be damaged. In addition to the risk of damage to the Project, an out-of-phase reclosing operation may also present a hazard to Utility's electric system equipment since this equipment may not be rated or built to withstand this type of reclosing.

The Utility will determine relaying and control equipment that needs to be installed to protect its own equipment from out-of-phase reclosing. Installation of this protection will be undertaken by the Utility at the Project Developer's expense.

Single-Phase Sectionalizing

The Utility also installs single-phase fuses and/or reclosers on its distribution circuits to increase the reliability of service to its customers. Three-phase generator installations may require replacement of fuses and/or single-phase reclosers with three-phase circuit breakers or circuit reclosers at Project Developer's expense.

Specific Requirements by Generator Type

If the interconnection system is certified by a nationally recognized testing laboratory to satisfy all requirements of IEEE Std. 1547, no additional equipment is required, except as noted below.

To satisfy IEEE Std. 1547 requirements for disconnection for faults, each generator must be equipped with voltage-controlled overcurrent relays. These relays shall measure and respond to currents and voltages in all three phases. Also, out-of-step relaying may be required as suggested in IEEE Std. 1547 for loss-of-synchronism conditions if the apparent voltage flicker from a loss-of-synchronism condition exceeds 5%.

If the interconnection system is not certified to satisfy requirements of IEEE Std. 1547, under/overvoltage, under/overfrequency, and voltage-controlled overcurrent relays will be required, and must conform to the requirements detailed in “Relay Setting Criteria” below. The under/overvoltage relays must monitor all three phases. All protection must use utility-grade relays.

For a sample One-Line Diagram, see Appendix B.

Synchronous Projects – Isolation Transformer and Utility Ground Fault Detection
For Category 1 and Category 2 Projects, an isolation transformer will be required for three-phase Synchronous Projects. The isolation transformer must be incapable of producing ground fault current to the Utility system; any connection except delta primary (Project side), grounded-wye secondary (Utility side) is acceptable. A grounded-wye – grounded-wye transformer connection is acceptable only if the Project’s single line-to-ground fault current contribution is less than the Project’s three-phase fault current contribution at the PCC. Protection must be provided for internal faults in the isolating transformer; fuses are acceptable.

For Category 3 Projects, use the following criteria:

If the Project is connected to an ungrounded distribution system, the secondary winding (Utility side) of the isolation transformer must be connected delta.

If the Project is connected to a grounded distribution system, the developer has a choice of the following transformer connections:

1. A grounded wye – grounded wye transformer connection is acceptable only if the Project’s single line-to-ground fault current contribution is less than the Project’s three-phase fault current contribution at the PCC,
2. The isolation transformer may be connected for a delta secondary (Utility side) connection with any primary (Project side) connection, or
3. Ungrounded-wye secondary connection with a delta primary connection.

If the Project is connected to a grounded distribution system via one of the isolation transformer connections specified above, ground fault detection for Utility faults must be provided, and will consist of a (59N) ground overvoltage relay or (51N) overcurrent

relay. The specific application of this relay will depend on the connection of the isolation transformer:

1. If a grounded-wye – grounded-wye transformer connection is used, a time overcurrent relay must be connected into a CT located on the Utility side isolation transformer neutral connection.
2. If a delta secondary/grounded-wye primary connection is used, a (59N) grounded overvoltage relay will be connected into the secondary of a set of three-phase VT's, which will be connected grounded-wye primary, with the secondary connected delta with one corner of the delta left open. The (59N) relay will be connected across this open-corner.
3. If an ungrounded-wye secondary/delta primary connection is used, a (59N) ground overvoltage relay will be connected into the secondary of a single VT, which will be connected from the ungrounded-wye neutral of the isolation transformer to ground.

Induction Projects
For Category 1 and Category 2 three-phase Projects, an isolation transformer connection is acceptable except grounded-wye (Utility side), delta (Project side). Protection must be provided for internal faults in the isolating transformer; fuses are acceptable. In cases where it can be shown that self excitation of the induction generator cannot occur when isolated from the Utility, the Utility may waive the requirement that the generator provide protection for Utility system ground faults.

For Category 3 Projects, use the following criteria:

If the Project is connected to an ungrounded distribution system, the secondary winding (Utility side) of the isolation transformer must be connected delta.

If the Project is connected to a grounded distribution system, the Project Developer has a choice of the following transformer connections:

1. The isolation transformer may be connected for a delta secondary (Utility side) connection with any primary (Project side) connection, or

2. The isolation transformer may be connected for an ungrounded-wye secondary connection with a delta primary connection, or

3. The isolation transformer may be connected for a grounded-wye – grounded-wye connection.

If the Project is connected to a grounded distribution system via one of the isolation transformer connections specified above, ground fault detection for Utility faults must be provided. The specific application of this relay will depend on the connection of the isolation transformer:

1. If a delta secondary/grounded-wye primary connection is used, a (59N) ground overvoltage relay will be connected into the secondary of a set of three-phase VT's, which will be connected grounded-wye primary, with the secondary

connected delta with one corner of the delta open. The (59N) relay will be connected across this open-corner.

2. If an ungrounded-wye secondary/delta primary connection is used, a (59N) ground overvoltage relay will be connected into the secondary of a single VT that will be connected from the ungrounded-wye neutral of the isolation transformer to ground.

3. If a grounded-wye – grounded-wye connection is used, a time overcurrent relay must be connected into a CT located on the Utility side isolation transformer neutral connection.

Protection must be provided for internal faults in the isolating transformer; fuses are acceptable. In cases where it can be shown that self excitation of the induction generator cannot occur when isolated from the Utility, the Utility may waive the requirement that the Project Developer provide protection for Utility system ground faults.

Inverter-Type Projects
For Category 1 and Category 2 Projects, no isolation transformer is required between the generator and the secondary distribution connection. If an isolation transformer is used for three-phase installations, any isolation transformer connection is acceptable except grounded-wye (Utility side), delta (Project side). Protection must be provided for internal faults in the isolating transformer; fuses are acceptable.

If the inverter has passed a certified anti-island test, the Utility may waive the requirement that the Project Developer provide protection for the Utility system ground faults.

For Category 3 Projects, an isolation transformer is required and must (without generation on-line) be incapable of producing ground fault current to the Utility system; and connection except delta primary (Project side), grounded-wye secondary (Utility side) is acceptable. Protection must be provided for internal faults in the isolating transformer; fuses are acceptable.

For a sample One-Line Diagram of this type of facility, see Appendix C.

Relay Setting Criteria
The relay settings as detailed in this section will apply in the vast majority of Category 3 applications. The Utility will issue relay settings for each individual project that will address the settings for these protective functions. All voltages will be adjusted for the specific VT ratio, and all currents will be adjusted for the specific CT ratio.

Undervoltage Relays
If an interconnection system, which is certified to meet IEEE Std. 1547 is used, the undervoltage set points as defined in IEEE Std. 1547 will be used. Otherwise, the undervoltage relays will normally be set to trip at 88% of the nominal primary voltage at the relay location, and must reset from a trip condition if the voltage increases to 90% of the nominal primary voltage at the relay location. In order to accommodate variations in

this criteria, the trip point of the relays shall be adjustable over a range of 70% of the nominal voltage to 90% of the nominal voltage. The trip time shall not exceed 1.0 seconds at 90% of the relay setting.

Overvoltage Relays
If an interconnection system, which is certified to meet IEEE Std. 1547 is used, the overvoltage set points as defined in IEEE Std. 1547 will be used. Two steps of overvoltage relaying are required. For the first overvoltage set point, the overvoltage relays will normally be set to trip at 107% of the nominal primary voltage at the relay location, and must reset from a trip condition if the voltage decreases to 105% of the nominal primary voltage at the relay location. In order to accommodate variations in this criteria, the trip point of the relays shall be adjustable over a range of 105% of the nominal voltage to 120% of the nominal voltage. The trip time shall not exceed 1.0 seconds at 110% of the relay setting.

Underfrequency Relays
If an interconnection system, which is certified to meet IEEE Std. 1547 is used, the underfrequency set points as defined in IEEE Std. 1547 will be used. Otherwise, the Underfrequency relay will normally be set for a trip point of 58.5 Hz, and must trip within 0.2 seconds. Relays with an inverse time characteristic (where the trip time changes with respect to the applied frequency) are not acceptable. These relays must respond reliably for applied source voltages as low as 70% of the nominal voltage.

Overfrequency Relays
If an interconnection system, which is certified to meet IEEE Std. 1547 is used, the overfrequency set points as defined in IEEE Std. 1547 will be used. Otherwise, the overfrequency relay will normally be set for a trip point of 60.5 Hz, and must trip within 0.2 seconds. Relays with an inverse time characteristic (where the trip time changes with respect to the applied frequency) are not acceptable. These relays must respond reliably for applied source voltages as low as 70% of the nominal voltage.

51V Relays – Voltage Controlled Overcurrent Relays
For synchronous generator applications, the (51V) relays must be set to detect any phase faults that may occur between the generator and the nearest three-phase fault clearing device on the Utility system. Since these faults may take up to 1-second to detect and isolate, the appropriate saturated direct-axis reactance of the generator will be used depending on its time constants. The settings of this device will consider the relay manufacturer's recommended practice for the type of generator and prime mover (mechanical energy source), and will be determined by the Utility for the specific system application.

59N Relays – Ground Fault Detection
This relay will be applied to detect ground faults on the Utility system when the Project is connected to a grounded Utility system via an ungrounded transformer winding. This relay will be set for a 10% shift in the apparent power system neutral. For an ungrounded-wye transformer winding with a single 120 V secondary VT, the setting will usually be 12 Volts. For a delta transformer winding with broken delta 120 V secondary VT's, the setting will usually be 20 Volts. The time delay will normally be 1 second.

51N Relays – Ground Fault Detection
This relay will be applied to detect ground faults on the Utility system when the Project is connected to a grounded Utility system via a grounded-wye transformer winding, and will be connected into a CT in the transformer neutral connection. This relay will be set to detect faults on the directly connected Utility system, and the timing will be set to comply with Utility practice for overcurrent relay coordination. The CT ratio and specific relay setting will be determined via a fault study performed by the Utility.

32 Relays – Reverse Power
The reverse power relay must be selected such that it can detect a power flow into the Utility system of a small fraction of the overall generator capacity. The relay will normally be set near its minimum (most sensitive) setting, and will trip after a 1 second time delay. The delay will avoid unnecessary tripping for momentary conditions.

Maintenance and Testing
The Utility reserves the right to test the relaying and control equipment that involves protection of the Utility electric system whenever the Utility determines a reasonable need for such testing exists.

The Project Developer is solely responsible for conducting proper periodic maintenance on the generating equipment and its associated control, protective equipment, interrupting devices, and main Isolation Device, per manufacturer recommendations.

The Project Developer is responsible for the periodic scheduled maintenance on those relays, interrupting devices, control schemes, and batteries that involve the protection of the Utility electric system. If the interconnection system is certified to meet IEEE Std. 1547, the Standard requires that testing be conducted in accordance with written test procedures, and the nationally recognized testing laboratory providing certification, will require that such test procedures be available before certification of the equipment. Otherwise, a periodic maintenance program is to be established to test these relays at least every 2 years. Test reports of such testing shall be maintained by the Project Developer and made available for Utility inspection upon request for a period of four years.

Each routine maintenance check of the relaying equipment shall include both an exact calibration check and an actual trip of the circuit breaker or contractor from the device being tested. For each test, a report shall be submitted to the Utility indicating the results of the tests made and the “as found” and “as left” relay calibration values. Visually setting, without verification, a calibration dial or tap is not considered an adequate relay calibration check.

Installation Approval
The Project Developer must provide the Utility with 10 business days advance written notice of when the Project will be ready for inspection, testing, and approval.

Prior to final approval for Parallel Operation, the Utility’s specified relay calibration settings shall be applied and a commissioning test must be performed on the generator relaying and control equipment that involves the protection of the Utility electric system.

The commissioning test must be witnessed by the Utility and can be performed by the Utility at the Project Developer's request.

Telemetry and Disturbance Monitoring Requirements
If DTT is required, telemetry to monitor the DTT is also required. Disturbance monitoring is also recommended as being beneficial to the Project Developer and the Utility, but is not required in many cases.

Telemetry enables the Utility to operate the electric system safely and reliably under both normal and emergency conditions. The Utility evaluates the performance of the overall protective system for all faults on the electric system. It is critical that sufficient monitoring of the protective system is in place to determine its response. It is preferable to deploy disturbance monitoring into all Projects, but it can be expensive to deploy. Therefore, disturbance monitoring is required only for installations that already require telemetry.

The Project Developer shall provide a suitable indoor location, approved by the Utility, for the Utility's owned, operated, and maintained Remote Terminal Unit (RTU). The location must be equipped with a 48 V or 125 V DC power supply. The Project Developer must provide the necessary phone and data circuits, and install a telephone backboard for connections to the Utility RTU and metering equipment.

When telemetry is required, the following values will be telemetered:

1. Real and reactive power flow at the PCC.
2. Voltage at the PCC.
3. The status (normal/fail) of protective relay Communication Channels. A status indication of "FAIL" indicates the Communication Channel used for relaying (i.e. transfer trip) is unable to perform its protective function. This includes the following individual contacts from each individual Direct Transfer Trip receiver which is required by the Utility:
    a. Loss-of-guard (LOG) alarm
    b. Receive-trip relay (RTX)
    c. Lockout relay
4. The status (open/closed) of the main isolating breaker and each generating unit breaker (if the Project is composed of multiple units, a single logical (OR) status of the individual generator breaker states, indicating all generator breakers are open or any one or more generator breakers are closed, is permissible). A closed status would be indicated if any individual generator is on-line.

Telemetry, when required, will be provided by the Utility at the Project Developer's expense. In addition to other telemetry costs, a one-time charge may be assessed to the Project Developer for equipment and software installed at the Utility's Control Center to process the data signals.

Miscellaneous Operational Requirements

Miscellaneous requirements include synchronizing equipment for Parallel Operation, reactive requirements, and system stability limitations.

Operating in Parallel
The Project Developer will be solely responsible for the required synchronizing equipment and for properly synchronizing the Project with the Utility electric system.

Voltage fluctuation at the PCC during synchronizing is limited by IEEE Std. 1547.

These requirements are directly concerned with the actual operation of the Project with the Utility:

- The Project may not commence parallel operation until approval has been given by the Utility. The completed installation is subject to inspection by the Utility prior to approval. Preceding this inspection, all contractual agreements must be executed by the Project Developer.

- The Project must be designed to prevent the Project from energizing into a de-energized Utility line. The Project's circuit breaker or contactor must be blocked from closing in on a de-energized circuit.

- The Project shall discontinue parallel operation with a particular service and perform necessary switching when requested by the Utility for any of the following reasons:

1. When public safety is being jeopardized.

2. During voltage or loading problems, system emergencies, or when abnormal sectionalizing or circuit configuration occurs on the Utility system.

3. During scheduled shutdowns of Utility equipment that are necessary to facilitate maintenance or repairs. Such scheduled shutdowns shall be coordinated with the Project.

4. In the event there is demonstrated electrical interference (i.e. Voltage Flicker, Harmonic Distortion, etc.) to the Utility's customers, suspected to be caused by the Project, and such interference exceeds then current system standards, the Utility reserves the right, at the Utility's initial expense, to install special test equipment as may be required to perform a disturbance analysis and monitor the operation and control of the Project to evaluate the quality of power produced by the Project. In the event that no standards exist, then the applicable tariffs and rules governing electric service shall apply. If the Project is proven to be the source of the interference, and that interference exceeds the Utility's standards or the generally accepted industry standards, then it shall be the responsibility of the Project Developer to eliminate the interference problem and to reimburse the Utility for the costs of the disturbance monitoring installation, removal, and analysis, excluding the cost of the meters or other special test equipment.

5. When either the Project or its associated synchronizing and protective equipment is demonstrated by the Utility to be improperly maintained, so as to present a hazard to the Utility system or its customers.

6. Whenever the Project is operating isolated with other Utility customers, for whatever reason.

7. Whenever a loss of communication channel alarm is received from a location where a communication channel has been installed for the protection of the Utility system.

8. Whenever the Utility notifies the Project Developer in writing of a claimed non-safety related violation of the Interconnection Agreement and the Project Developer fails to remedy the claimed violation within ten working days of notification, unless within that time the Project Developer and Utility agree in writing to a different procedure.

If the Project has shown an unsatisfactory response to requests to separate the generation from the Utility system, the Utility reserves the right to disconnect the Project from parallel operation with the Utility electric system until all operational issues are satisfactorily resolved.

Reactive Power Control
Synchronous generators that will operate in the Flow-back Mode must be dynamically capable of providing 0.90 power factor lagging (delivering reactive power to the Utility) and 0.95 power factor leading (absorbing reactive power from the Utility) at the Point of Receipt. The Point of Receipt is the location where the Utility accepts delivery of the output of the Project. The Point of Receipt can be the physical location of the billing meters or a location where the billing meters are not located, but adjusted for line and transformation losses.

Induction and Inverter-Type generators that will operate in the Flow-back Mode must provide for their own reactive needs (steady state unity power factor at the Point of Receipt). To obtain unity power factor, the Induction or Inverter-Type Project can:

1. Install a switchable Volt-Ampere reactive VAR supply source to maintain unity power factor at the Point of Receipt; or

2. Provide the Utility with funds to install a VAR supply source equivalent to that required for the Project to attain unity power factor at the Point of Receipt at full output.

There are no interconnection reactive power capability requirements for Synchronous, Induction, and Inverter-Type Projects that will operate in the Non-Flow-back Mode. The Utility's existing rate schedules, incorporated herein by reference, contain power factor adjustments based on the power factor of the metered load at these facilities.

Site Limitations
The Project Developer is responsible for evaluating the consequences of unstable generator operation or voltage transients on the Project equipment, and determining, designing, and applying any relaying which may be necessary to protect that

equipment. This type of protection is typically applied on individual generators to protect the Projects.

The Utility will determine if operation of the Project will create objectionable voltage flicker and/or disturbances to other Utility customers and develop any required mitigation measures at the Project Developer's expense.

Revenue Metering Requirements
The Utility will own, operate, and maintain all required billing metering equipment at the Project Developer's expense.

Non-Flow-back Projects
A Utility meter will be installed that only records energy delivered to the Project.

Flow-back Projects
Special billing metering will be required. The Project Developer may be required to provide, at no cost to the Utility, a dedicated dial-up voice-grade circuit (POTS line) to allow remote access to the billing meter by the Utility. This circuit shall be terminated within ten feet of the meter involved.

The Project Developer shall provide the Utility access to the premises at all times to install, turn on, disconnect, inspect, test, read, repair, or remove the metering equipment. The Project Developer may, at its option, have a representative witness this work.

The metering installations shall be constructed in accordance with the practices, which normally apply to the construction of metering installations for residential, commercial, or industrial customers. For Projects with multiple generators, metering of each generator may be required. When practical, multiple generators may be metered at a common point provided the metered quantity represents only the gross generator output.

The Utility shall supply to the Project Developer all required metering equipment and the standard detailed specifications and requirements relating to the location, construction, and access of the metering installation and will provide consultation pertaining to the meter installation as required. The Utility will endeavor to coordinate the delivery of these materials with the Project Developer's installation schedule during normal scheduled business hours.

The Project Developer may be required to provide a mounting surface for the metering equipment. The mounting surface and location must meet the Utility's specifications and requirements.

The responsibility for installation of the equipment is shared between the Utility and the Project Developer. The Project Developer may be required to install some of the metering equipment on its side of the PCC, including instrument transformers, cabinets, conduits, and mounting surfaces. The Utility shall install the meters and communication links. The Utility will endeavor to coordinate the installation of these items with the Project Developer's schedule during normal scheduled business hours.

Communication Circuits

The Project Developer is responsible for ordering and acquiring the telephone circuit required for the Project Interconnection. The Project Developer will assume all installation, operating, and maintenance costs associated with the telephone circuits, including the monthly charges for the telephone lines and any rental equipment required by the local telephone provider. However, at the Utility's discretion, the Utility may select an alternative communication method, such as wireless communications. Regardless of the method, the Project Developer will be responsible for all costs associated with the material and installation, whereas the Utility will be responsible to define the specific communication requirements.

The Utility will cooperate and provide information necessary for proper installation of the telephone circuits upon written request.

APPENDIX A

INTERCONNECTION APPLICATION

GENERATOR INTERCONNECTION APPLICATION

1. The undersigned Project Developer submits this Generator Interconnection Application and appropriate filing fee to interconnect a new Project to the Utility Electric System or to increase the capacity of an existing Project connected to the Utility Electric System.

2. A Project Developer requesting interconnection or an increase in the capacity of an existing Project to the Utility Electric System must provide the following information:

a. Completed Interconnection Application Data sheet appropriate for the capacity rating and type of generating unit(s), as found in the Utility's Generator Interconnection Requirements (Interconnection Application Data sheet, found in Appendix B or C, must be attached to this Interconnection Application).

b. Description of the equipment configuration and proposed interconnection one-line diagram (one-line diagram must be attached to this Interconnection Application).

c. Project Developer (Single Point of Contact):

Name: _____

Address: _____

_____

Phone Number: _____

Fax Number: _____

e-mail Address: _____

Project Site Address: _____

3. This Generator Interconnection Application shall be directed to the Utility representative as indicated below:

Electric Department Superintendent
Charlevoix Electric Department
210 State Street
Charlevoix, MI 49720

4. I, the undersigned and authorized representative of the Project, submit this Generator Interconnection Application and required technical data for the Utility. I understand that upon acceptance, the Utility shall subsequently provide an Interconnection Study Agreement, if said Interconnection Study is determined to be necessary. The Interconnection Study Agreement will include the Scope of the Interconnection Study. I also understand that I shall be required to furnish certain required technical data as requested by the Utility in support of this study and reimburse the Utility for its study expenses.

Authorized Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

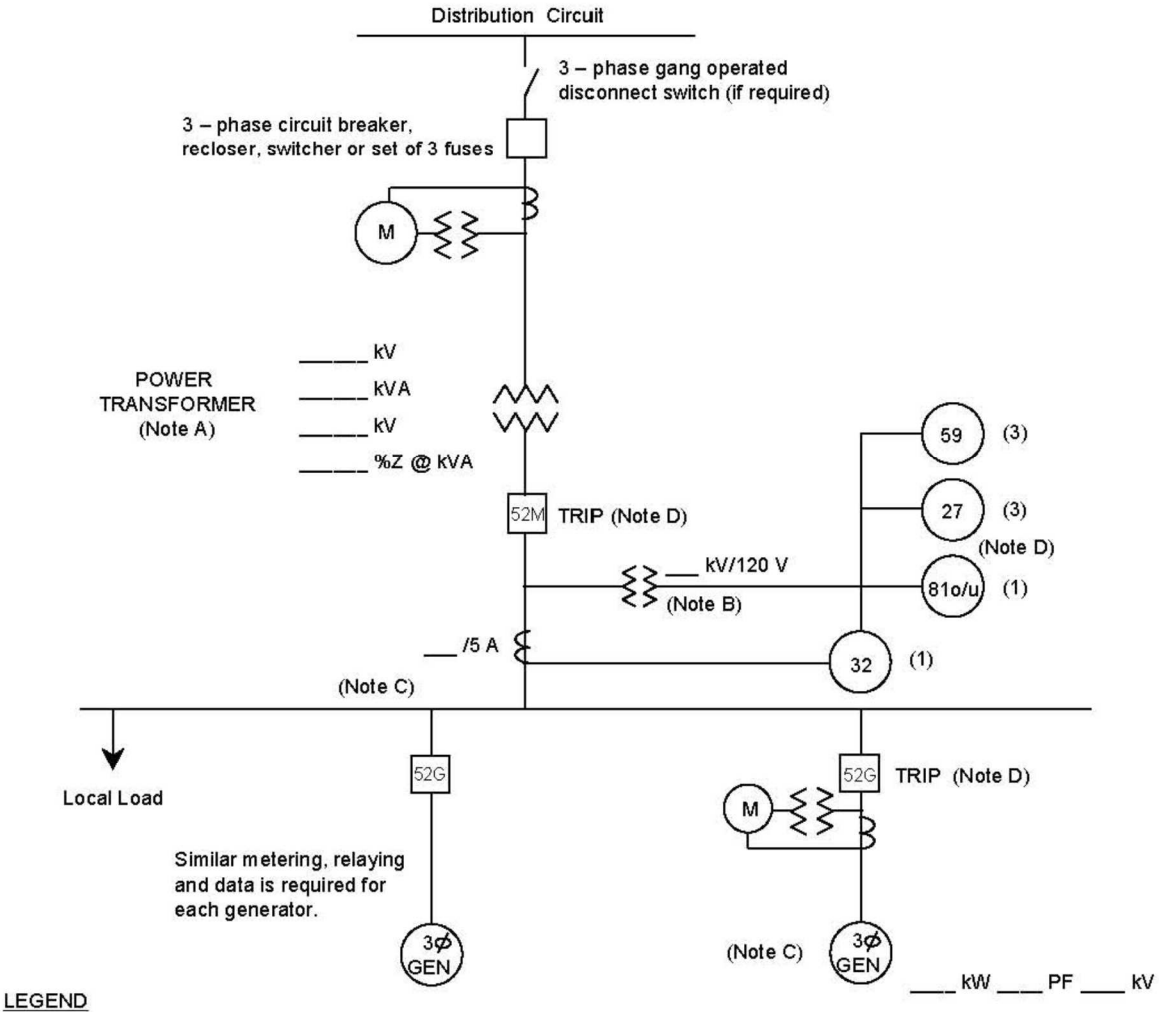
Date: _____

APPENDIX B

SYNCHRONOUS AND INDUCTION GENERATORS

REQUIRED DATA

ONE-LINE REPRESENTATION
TYPICAL ISOLATION AND FAULT PROTECTION FOR SYNCHRONOUS GENERATOR INSTALLATIONS
LESS THAN 30 kW



LEGEND

27	Undervoltage
32	Reverse Power (not required for sellback)
59	Overvoltage
81o/u	Over/Underfrequency

NOTES

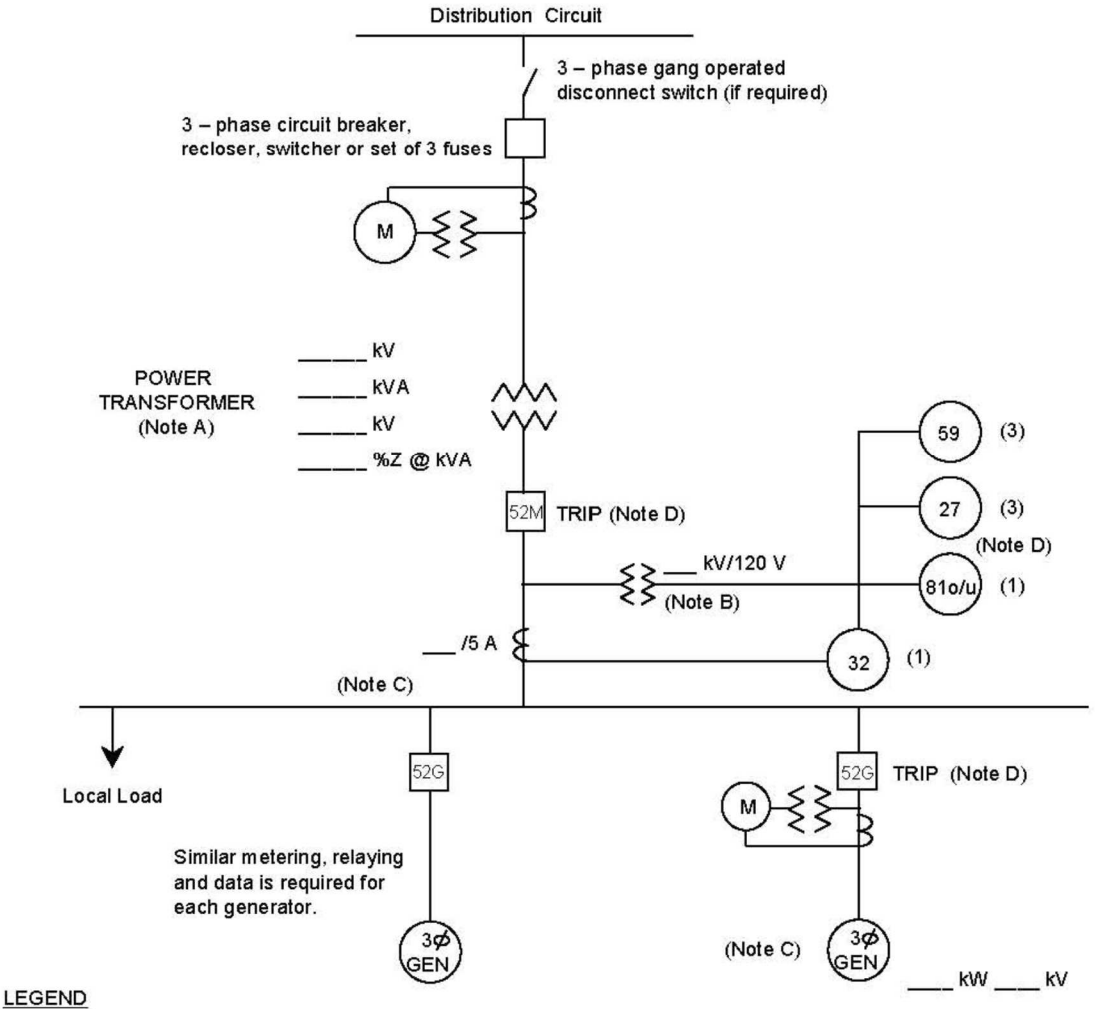
A) See technical requirements for permissible connection configurations and protection. Transformer connections proposed shall be shown on the one-line diagram by the Project Developer. Transformer connection and secondary grounding to be approved by Utility.

B) VTs for 59, 27, 81o/u and 32 are shown connected on the primary (Project side) of the power transformer, but may instead be connected on the secondary (Utility side). IEEE std 1547 requirements for voltage and frequency must be met at the PCC. IEEE Std. 1547 permits the VTs to be connected at the point of generator connection in certain cases.

C) Main breaker protection, generator protection and synchronizing equipment are not shown.

D) Trip of all 52G breakers or the 52M breaker is acceptable, depending upon whether the Project Developer wants to serve its own isolated load after loss of Utility service.

ONE-LINE REPRESENTATION
TYPICAL ISOLATION AND FAULT PROTECTION FOR INDUCTION GENERATOR INSTALLATIONS
LESS THAN 30 kW



LEGEND

27	Undervoltage
32	Reverse Power (not required for sellback)
59	Overvoltage
81o/u	Over/Underfrequency

NOTES

A) See technical requirements for permissible connection configurations and protection. Transformer connections proposed shall be shown on the one-line diagram by the Project Developer. Transformer connection and secondary grounding to be approved by Utility.

B) VTs for 59, 27, 81o/u and 32 are shown connected on the primary (Project side) of the power transformer, but may instead be connected on the secondary (Utility side). IEEE std 1547 requirements for voltage and frequency must be met at the PCC. IEEE Std. 1547 permits the VTs to be connected at the point of generator connection in certain cases.

C) Main breaker protection, generator protection and synchronizing equipment are not shown.

D) Trip of all 52G breakers or the 52M breaker is acceptable, depending upon whether the Project Developer wants to serve its own isolated load after loss of Utility service.

SYNCHRONOUS OR INDUCTION GENERATORS – AGGREGATE < 30 kW
INTERCONNECTION APPLICATION DATA FOR: _____
PROVIDED BY: _____ DATE: _____

Instructions: Attach data sheets as required. Indicate in the table below the page number of the attached data on which the requested information is provided.

General Information

Item No	Data Description	Attached Page No
1	Flow-back or Non-Flow-back	
2	Project Type (Base load, peaking, intermediate)	
3	Site Plan	
4	Simple One-Line Diagram(s) for Project and Project Load	
5	Detailed One-Line Diagram(s) for Project	
6	Energization Date for Project Interconnection Facilities	
7	First Parallel Operation Date for Testing	
8	Project Commercial Operation Date	
9	Estimated Project Cost	

The following information on these system components shall appear on the preliminary One-Line Diagram, including manufacturer make and model for the items listed below:

- Breakers - Rating, location and normal operating status (open or closed)
- Buses - Operating voltage
- Capacitors - Size of bank in kVAR
- Current Transformers - Overall ratio, connected ratio
- Fuses - normal operating status, rating (Amps), type
- Generators - Capacity rating (kVA), location, type, method of grounding
- Grounding Resistors - Size (ohms), current (Amps)
- Isolating transformers - Capacity rating (kVA), location, impedance, voltage ratings, primary and secondary connections and method of grounding
- Potential Transformers - Ratio, connection
- Reactors - Ohms/phase
- Relays - Types, quantity, IEEE device number, operator lines indicating the device initiated by the relays.
- Switches - Location and normal operating status (open or closed), type, rating
- Tagging Point - Location, identification

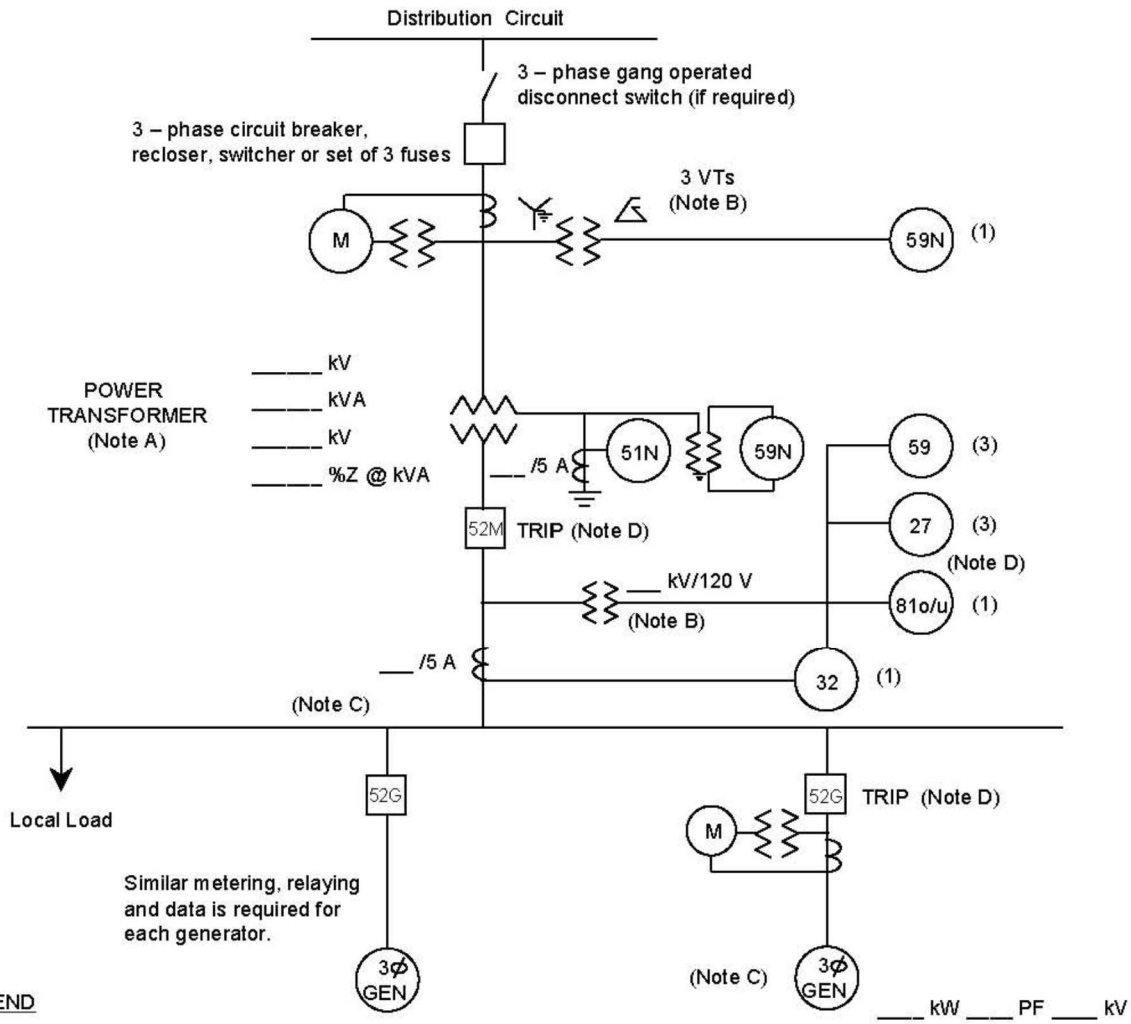
SYNCHRONOUS OR INDUCTION GENERATORS – AGGREGATE < 30 kW
INTERCONNECTION APPLICATION DATA FOR: _____
PROVIDED BY: _____ DATE: _____

Instructions: Attach data sheets as required. Indicate in the table below the page number of the attached data (manufacturer's data where appropriate) on which the requested information is provided. Provide one table for each unique generator.

Electric Generator(s) at the Project: Generator No _____

Item No	Data Value	Data Description	Attached Page No
1		Generator Type (synchronous or induction)	
2		Generator Nameplate Voltage	
3		Generator Nameplate Watts or Volt-Amperes	
4		Generator Nameplate Power Factor (pf)	
5		Short Circuit Current contribution from generator at the Point of Common Coupling (single-phase and three-phase)	
6		National Recognized Testing Laboratory Certification	
7		Written Commissioning Test Procedure	

ONE-LINE REPRESENTATION
TYPICAL ISOLATION AND FAULT PROTECTION FOR SYNCHRONOUS GENERATOR INSTALLATIONS
30 kW OR LARGER, BUT LESS THAN 150 kW



LEGEND

27	Undervoltage
32	Reverse Power (not required for sellback)
51N	Neutral overcurrent (required for grounded secondary)
59	Overvoltage
59N	Zero sequence overvoltage (assuming ungrounded secondary on power transformer)
81o/u	Over/Underfrequency

____ kW ____ PF ____ kV

X_d" = ____ % @ ____ kVA

X_d' = ____ % @ ____ kVA

X_d = ____ % @ ____ kVA

NOTES

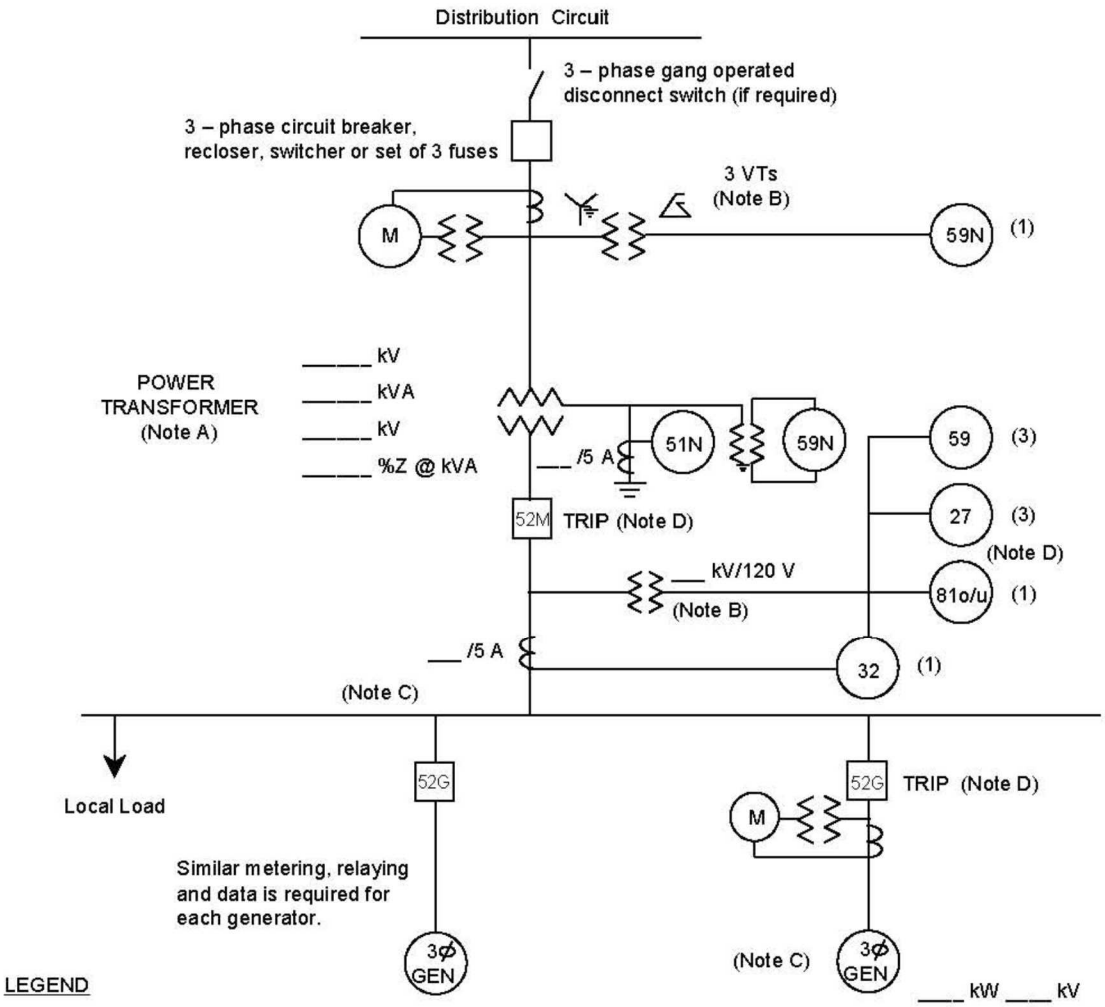
A) See technical requirements for permissible connection configurations and protection. Transformer connections proposed shall be shown on the one-line diagram by the Project Developer. Transformer connection and secondary grounding to be approved by Utility.

B) Protection alternatives for the various acceptable transformer connections are shown. Only one protection alternative will ultimately be used, depending on the actual transformer winding connections. VTs for 59, 27, 81o/u and 32 are shown connected on the primary (Project side) of the power transformer, but may instead be connected on the secondary (Utility side). VTs are required on the secondary of the power transformer if a 59N is required for an ungrounded secondary connection. IEEE std 1547 requirements for voltage and frequency must be met at the PCC. IEEE Std. 1547 permits the VTs to be connected at the point of generator connection in certain cases.

C) Main breaker protection, generator protection and synchronizing equipment are not shown.

D) Trip of all 52G breakers or the 52M breaker is acceptable, depending upon whether the Project Developer wants to serve its own isolated load after loss of Utility service.

ONE-LINE REPRESENTATION
TYPICAL ISOLATION AND FAULT PROTECTION FOR INDUCTION GENERATOR INSTALLATIONS
30 kW OR LARGER, BUT LESS THAN 150 kW



LEGEND

27	Undervoltage
32	Reverse Power (not required for sellback)
51N	Neutral overcurrent (required for grounded secondary)
59	Overvoltage
59N	Zero sequence overvoltage (assuming ungrounded secondary on power transformer)
81o/u	Over/Underfrequency

NOTES

A) See technical requirements for permissible connection configurations and protection. Transformer connections proposed shall be shown on the one-line diagram by the Project Developer. Transformer connection and secondary grounding to be approved by Utility.

B) Protection alternatives for the various acceptable transformer connections are shown. Only one protection alternative will ultimately be used, depending on the actual transformer winding connections. VTs for 59, 27, 81o/u and 32 are shown connected on the primary (Project side) of the power transformer, but may instead be connected on the secondary (Utility side). VTs are required on the secondary of the power transformer if a 59N is required for an ungrounded secondary connection. IEEE std 1547 requirements for voltage and frequency must be met at the PCC. IEEE Std. 1547 permits the VTs to be connected at the point of generator connection in certain cases.

C) Main breaker protection, generator protection and synchronizing equipment are not shown.

D) Trip of all 52G breakers or the 52M breaker is acceptable, depending upon whether the Project Developer wants to serve its own isolated load after loss of Utility service.

SYNCHRONOUS OR INDUCTION GENERATORS - AGGREGATE ≥ 30 kW, BUT < 150 kW

INTERCONNECTION APPLICATION DATA FOR: _____

PROVIDED BY: _____ DATE: _____

Instructions: Attach data sheets as required. Indicate in the table below the page number of the attached data on which the requested information is provided.

General Information

Item No	Data Description	Attached Page No
1	Flow-back or Non-Flow-back	
2	Project Type (Base load, peaking, intermediate)	
3	Site Plan	
4	Simple One-Line Diagram(s) for Project and Project Load	
5	Detailed One-Line Diagram(s) for Project	
6	Energization Date for Project Interconnection Facilities	
7	First Parallel Operation Date for Testing	
8	Project Commercial Operation Date	
9	Estimated Project Cost	

The following information on these system components shall appear on the preliminary One-Line Diagram, including manufacturer make and model for the items listed below:

- Breakers - Rating, location and normal operating status (open or closed)
- Buses - Operating voltage
- Capacitors - Size of bank in kVAR
- Current Transformers - Overall ratio, connected ratio
- Fuses - normal operating status, rating (Amps), type
- Generators - Capacity rating (kVA), location, type, method of grounding
- Grounding Resistors - Size (ohms), current (Amps)
- Isolating transformers - Capacity rating (kVA), location, impedance, voltage ratings, primary and secondary connections and method of grounding
- Potential Transformers - Ratio, connection
- Reactors - Ohms/phase
- Relays - Types, quantity, IEEE device number, operator lines indicating the device initiated by the relays
- Switches - Location and normal operating status (open or closed), type, rating
- Tagging Point - Location, identification

SYNCHRONOUS OR INDUCTION GENERATORS - AGGREGATE ≥ 30 kW, BUT < 150 kW

INTERCONNECTION APPLICATION DATA FOR: _____

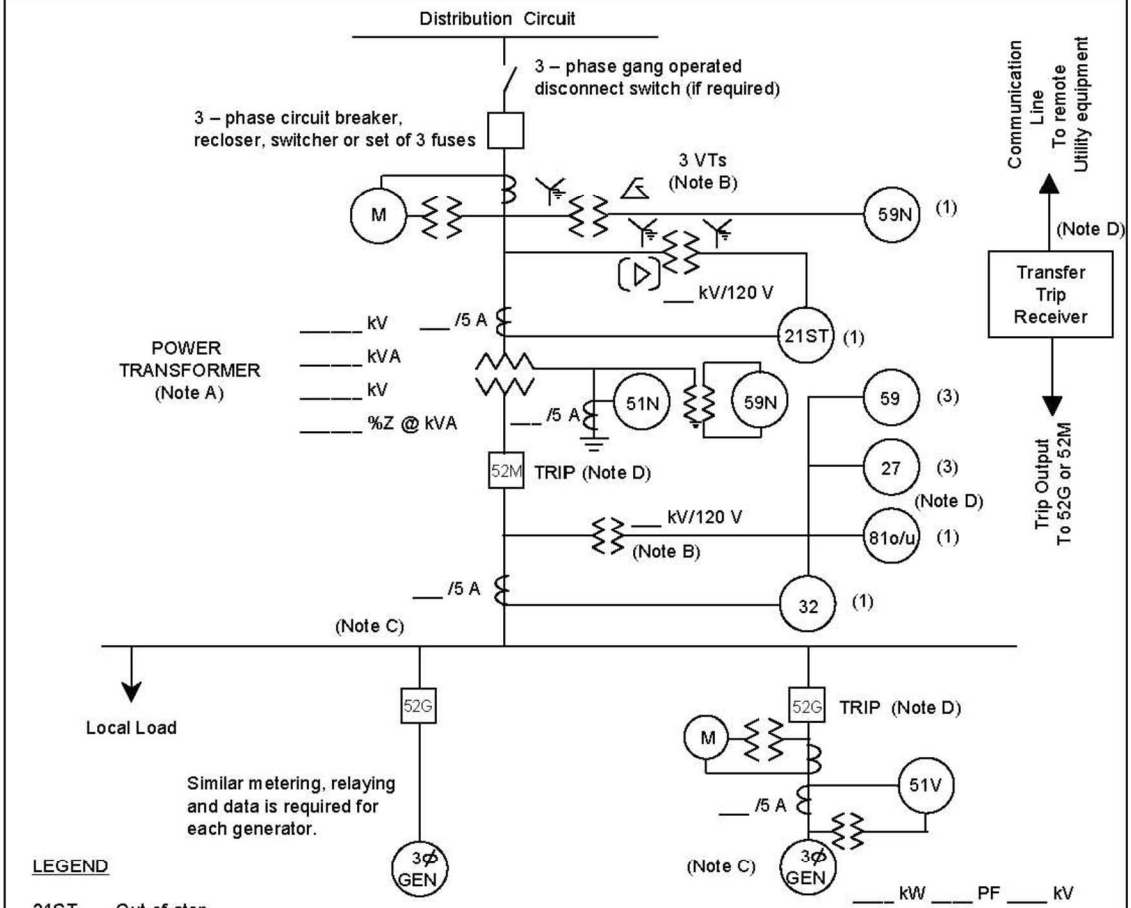
PROVIDED BY: _____ DATE: _____

Instructions: Attach data sheets as required. Indicate in the table below the page number of the attached data (manufacturer's data where appropriate) on which the requested information is provided. Provide one table for each unique generator.

Electric Generator(s) at the Project **Generator No _____**

Item No	Data Value	Data Description	Attached Page No
1		Generator Type (synchronous or induction)	
2		Generator Nameplate Voltage	
3		Generator Nameplate Watts or Volt-Amperes	
4		Generator Nameplate Power Factor (pf)	
5		Direct axis reactance (saturated)	
6		Direct axis transient reactance (saturated)	
7		Direct axis sub-transient reactance (saturated)	
8		Short Circuit Current contribution from generator at the Point of Common Coupling (single-phase and three-phase	
9		National Recognized Testing Laboratory Certification	
10		Written Commissioning Test Procedure	

ONE-LINE REPRESENTATION
TYPICAL ISOLATION AND FAULT PROTECTION FOR SYNCHRONOUS GENERATOR INSTALLATIONS
150 kW OR LARGER, BUT LESS THAN 750 kW



LEGEND

21ST	Out-of-step
27	Undervoltage
32	Reverse Power (not required for sellback)
51V	Voltage controlled overcurrent
51N	Neutral overcurrent (required for grounded secondary)
59	Overvoltage
59N	Zero sequence overvoltage (assuming ungrounded secondary on power transformer)
81o/u	Over/Underfrequency

NOTES

A) See technical requirements for permissible connection configurations and protection. Transformer connections proposed shall be shown on the one-line diagram by the Project Developer. Transformer connection and secondary grounding to be approved by Utility.

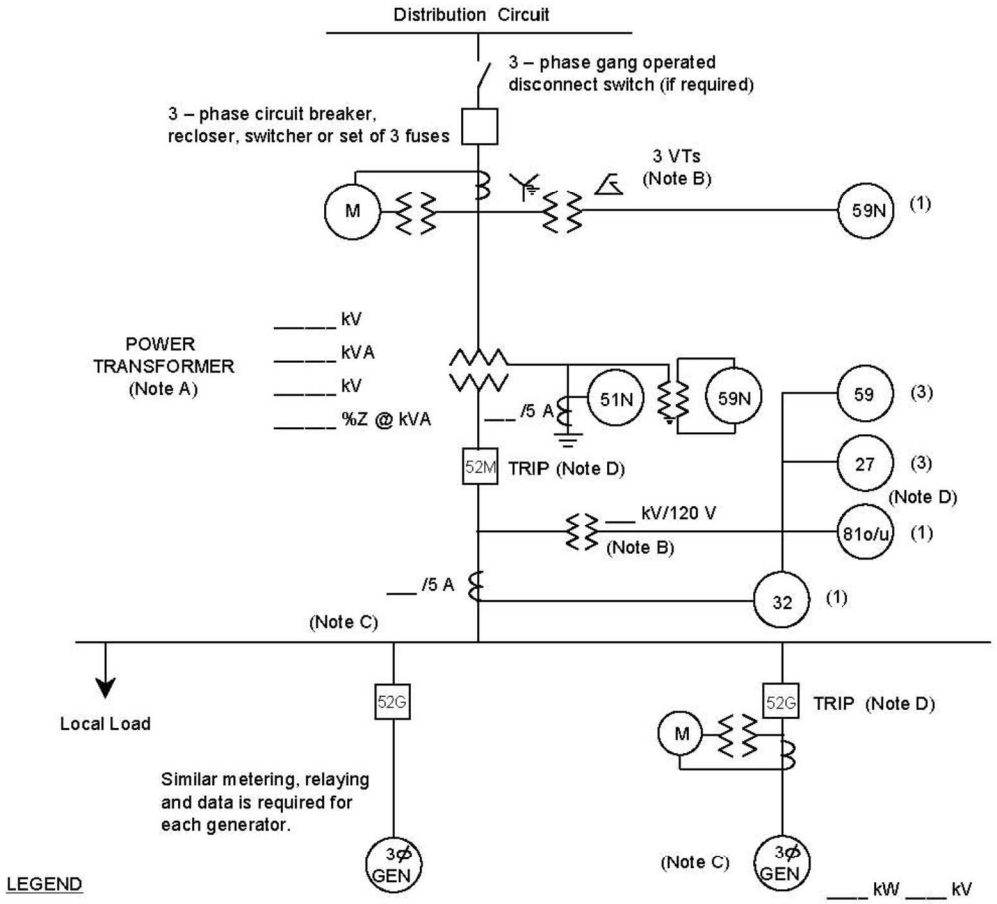
B) Protection alternatives for the various acceptable transformer connections are shown. Only one protection alternative will ultimately be used, depending on the actual transformer winding connections. VTs for 59, 27, 81o/u and 32 are shown connected on the primary (Project side) of the power transformer, but may instead be connected on the secondary (Utility side). VTs are required on the secondary of the power transformer if a 59N is required for an ungrounded secondary connection. IEEE std 1547 requirements for voltage and frequency must be met at the PCC. IEEE Std. 1547 permits the VTs to be connected at the point of generator connection in certain cases.

C) Main breaker protection, generator protection and synchronizing equipment are not shown.

D) Trip of all 52G breakers or the 52M breaker is acceptable, depending upon whether the Project Developer wants to serve its own isolated load after loss of Utility service.

B-1

ONE-LINE REPRESENTATION
TYPICAL ISOLATION AND FAULT PROTECTION FOR INDUCTION GENERATOR INSTALLATIONS
150 kW OR LARGER, BUT LESS THAN 750 kW



LEGEND

27	Undervoltage
32	Reverse Power (not required for sellback)
51N	Neutral overcurrent (required for grounded secondary)
59	Overvoltage
59N	Zero sequence overvoltage (assuming ungrounded secondary on power transformer)
81o/u	Over/Underfrequency

NOTES

A) See technical requirements for permissible connection configurations and protection. Transformer connections proposed shall be shown on the one-line diagram by the Project Developer. Transformer connection and secondary grounding to be approved by Utility.

B) Protection alternatives for the various acceptable transformer connections are shown. Only one protection alternative will ultimately be used, depending on the actual transformer winding connections. VTs for 59, 27, 81o/u and 32 are shown connected on the primary (Project side) of the power transformer, but may instead be connected on the secondary (Utility side). VTs are required on the secondary of the power transformer if a 59N is required for an ungrounded secondary connection. IEEE std 1547 requirements for voltage and frequency must be met at the PCC. IEEE Std. 1547 permits the VTs to be connected at the point of generator connection in certain cases.

C) Main breaker protection, generator protection and synchronizing equipment are not shown.

D) Trip of all 52G breakers or the 52M breaker is acceptable, depending upon whether the Project Developer wants to serve its own isolated load after loss of Utility service.

B-2

SYNCHRONOUS OR INDUCTION GENERATORS – AGGREGATE ≥ 150 kW, BUT < 750 kW
INTERCONNECTION APPLICATION DATA FOR: _____
PROVIDED BY: _____ DATE: _____

Instructions: Attach data sheets as required. Indicate in the tables below the page number of the attached data (manufacturer's data where appropriate) on which the requested information is provided. Provide one table for each unique transformer.

General Information

Item No	Data Description	Attached Page No
1	Flow-back or Non-Flow-back	
2	Project Type (Base load, peaking, intermediate)	
3	Site Plan	
4	Simple One-Line Diagram(s) for Project and Project Load	
5	Detailed One-Line Diagram(s) for Project	
6	Energization Date for Project Interconnection Facilities	
7	First Parallel Operation Date for Testing	
8	Project Commercial Operation Date	
9	Estimated Project Cost	

Isolating Transformer(s) between Generator(s) and Utility: Transformer No _____

Item No	Data Description	Attached Page No
1	Rated kV and connection (delta, wye, wye-gnd) of each winding	
2	kVA of each winding	
3	BIL of each winding	
4	Fixed taps available for each winding	
5	Positive/negative range for any LTC windings	
6	%Z Impedance on transformer self cooled rating	

The following information on these system components shall appear on the preliminary One-Line Diagram, including manufacturer make and model for the items listed below:

- Breakers - Rating, location and normal operating status (open or closed)
- Buses - Operating voltage
- Capacitors - Size of bank in kVAR
- Circuit Switchers - Rating, location and normal operating status (open or closed)
- Current Transformers - Overall ratio, connected ratio
- Fuses - normal operating status, rating (Amps), type
- Generators - Capacity rating (kVA), location, type, method of grounding
- Grounding Resistors - Size (ohms), current (Amps)
- Isolating transformers - Capacity rating (kVA), location, impedance, voltage ratings, primary and secondary connections and method of grounding
- Potential Transformers - Ratio, connection
- Reactors - Ohms/phase
- Relays - Types, quantity, IEEE device number, operator lines indicating the device initiated by the relays
- Switches - Location and normal operating status (open or closed), type, rating
- Tagging Point - Location, identification

SYNCHRONOUS OR INDUCTION GENERATORS – AGGREGATE ≥ 150 kW, BUT < 750 kW

INTERCONNECTION APPLICATION DATA FOR: _____

PROVIDED BY: _____ DATE: _____

Instructions: Attach data sheets as required. Indicate in the table below the page number of the attached data (manufacturer's data where appropriate) on which the requested information is provided. Provide one table for each unique generator.

Electric Generator(s) at the Project: Generator No _____

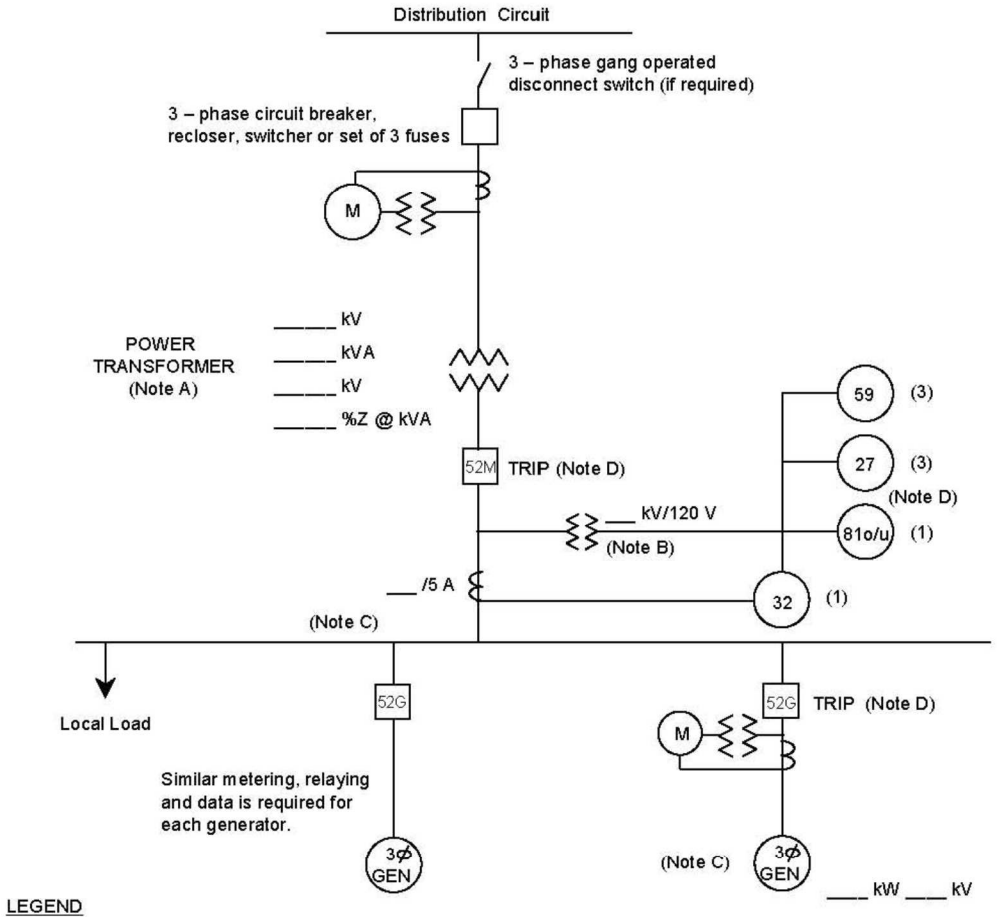
Item No	Data Value	Data Description	Attached Page No
1		Generator Type (synchronous or induction)	
2		Generator Rated Voltage	
3		Generator Rated Volt-Amperes	
4		Generator Rated Power kW	
5		Number of Poles	
6		Synchronous Rotational Speed	
7		Rotation Speed at Rated Power	
8		Slip at Rated Power	
9		Minimum and Maximum Acceptable Terminal Voltage	
10		Motoring Power (kW)	
11		Neutral Grounding Resistor (If Applicable)	
12		I_2^2t or K (Heating Time Constant)	
13		Rotor Resistance	
14		Stator Resistance	
15		Stator Reactance	
16		Rotor Reactance	
17		Magnetizing Reactance	
18		Short Circuit Reactance	
19		Exciting Current	
20		Temperature Rise	
21		Frame Size	
22		Design Letter	
23		Reactive Power Required in Vars (No Load)	
24		Reactive Power Required in Vars (Full Load)	
25		Short Circuit Current contribution from generator at the Point of Common Coupling	
26		Rotating inertia, H in Per Unit on kVA Base, of overall combination generator, prime mover, couplers and gear drives	
27		Station Power load when generator is off-line, Watts, pf	
28		Station Power load during start-up, Watts, pf	
29		Station Power load during operation, Watts, pf	
30		National Recognized Testing Laboratory Certification (if applicable)	
31		Written Commissioning Test Procedure	

APPENDIX C

INVERTER-TYPE GENERATORS

REQUIRED DATA

ONE-LINE REPRESENTATION
TYPICAL ISOLATION AND FAULT PROTECTION FOR INVERTER GENERATOR INSTALLATIONS
LESS THAN 30 kW



LEGEND

27	Undervoltage
32	Reverse Power (not required for sellback)
59	Overvoltage
81o/u	Over/Underfrequency

NOTES

A) See technical requirements for permissible connection configurations and protection. Transformer connections proposed shall be shown on the one-line diagram by the Project Developer. Transformer connection and secondary grounding to be approved by Utility.

B) VTs for 59, 27, 81o/u and 32 are shown connected on the primary (Project side) of the power transformer, but may instead be connected on the secondary (Utility side). IEEE std 1547 requirements for voltage and frequency must be met at the PCC. IEEE Std. 1547 permits the VTs to be connected at the point of generator connection in certain cases.

C) Main breaker protection, generator protection and synchronizing equipment are not shown.

D) Trip of all 52G breakers or the 52M breaker is acceptable, depending upon whether the Project Developer wants to serve its own isolated load after loss of Utility service.

C-1

INVERTER-TYPE GENERATORS – AGGREGATE < 30 kW
INTERCONNECTION APPLICATION DATA FOR: _____
PROVIDED BY: _____ DATE: _____

Instructions: Attach data sheets as required. Indicate in the table below the page number of the attached data on which the requested information is provided.

General Information

Item No	Data Description	Attached Page No
1	Flow-back or Non-Flow-back	
2	Project Type (Base load, peaking, intermediate, other)	
3	Site Plan	
4	Simple One-Line Diagram(s) for Project and Project Load	
5	Detailed One-Line Diagram(s) for Project	
6	Energization Date for Project Interconnection Facilities	
7	First Parallel Operation Date for Testing	
8	Project Commercial Operation Date	
9	Estimated Project Cost	

The following information on these system components shall appear on the preliminary One-Line Diagram, including manufacturer make and model for the items listed below:

- Breakers - Rating, location and normal operating status (open or closed)
- Buses - Operating voltage
- Capacitors - Size of bank in kVAR
- Current Transformers - Overall ratio, connected ratio
- Fuses - normal operating status, rating (Amps), type
- Generators - Capacity rating (kVA), location, type, method of grounding
- Grounding Resistors - Size (ohms), current (Amps)
- Isolating transformers - Capacity rating (kVA), location, impedance, voltage ratings, primary and secondary connections and method of grounding
- Potential Transformers - Ratio, connection
- Reactors - Ohms/phase
- Relays - Types, quantity, IEEE device number, operator lines indicating the device initiated by the relays.
- Switches - Location and normal operating status (open or closed), type, rating
- Tagging Point - Location, identification

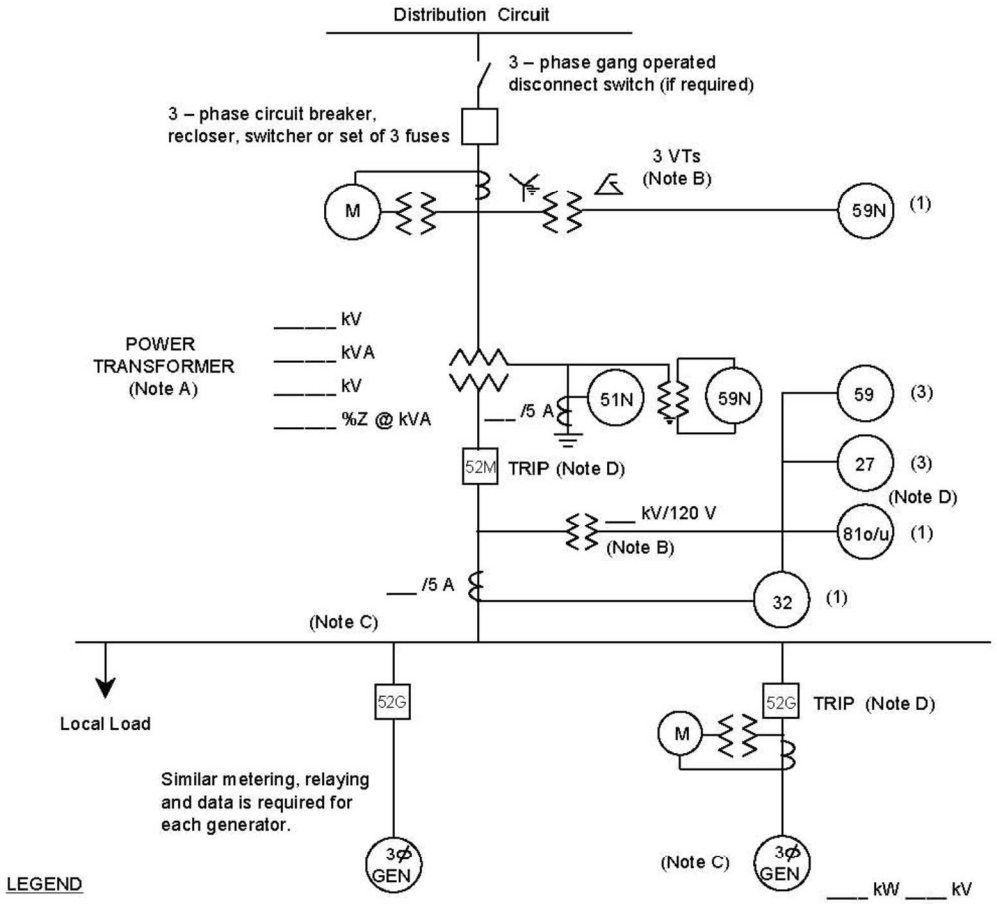
INVERTER-TYPE GENERATORS – AGGREGATE < 30 kW
INTERCONNECTION APPLICATION DATA FOR: _____
PROVIDED BY: _____ DATE: _____

Instructions: Attach data sheets as required. Indicate in the table below the page number of the attached data (manufacturer's data where appropriate) on which the requested information is provided. Provide one table for each unique generator.

Electric Generator(s) at the Project: Generator No _____

Item No	Data Description	Attached Page No
1	Generator Type (Inverter)	
2	Generator Nameplate Voltage	
3	Generator Nameplate Watts or Volt-Amperes	
4	Generator Nameplate Power Factor (pf)	
5	Short Circuit Current contribution from generator at the Point of Common Coupling (single-phase and three-phase)	
6	National Recognized Testing Laboratory Certification	
7	Written Commissioning Test Procedure	

ONE-LINE REPRESENTATION
TYPICAL ISOLATION AND FAULT PROTECTION FOR INVERTER GENERATOR INSTALLATIONS
30 kW OR LARGER, BUT LESS THAN 150 kW



LEGEND

27	Undervoltage
32	Reverse Power (not required for sellback)
51N	Neutral overcurrent (required for grounded secondary)
59	Overvoltage
59N	Zero sequence overvoltage (assuming ungrounded secondary on power transformer)
81o/u	Over/Underfrequency

NOTES

A) See technical requirements for permissible connection configurations and protection. Transformer connections proposed shall be shown on the one-line diagram by the Project Developer. Transformer connection and secondary grounding to be approved by Utility.

B) Protection alternatives for the various acceptable transformer connections are shown. Only one protection alternative will ultimately be used, depending on the actual transformer winding connections. VTs for 59, 27, 81o/u and 32 are shown connected on the primary (Project side) of the power transformer, but may instead be connected on the secondary (Utility side). VTs are required on the secondary of the power transformer if a 59N is required for an ungrounded secondary connection. IEEE std 1547 requirements for voltage and frequency must be met at the PCC. IEEE Std. 1547 permits the VTs to be connected at the point of generator connection in certain cases.

C) Main breaker protection, generator protection and synchronizing equipment are not shown.

D) Trip of all 52G breakers or the 52M breaker is acceptable, depending upon whether the Project Developer wants to serve its own isolated load after loss of Utility service.

C-1

INVERTER-TYPE GENERATORS - AGGREGATE ≥ 30 kW, BUT < 150 kW
INTERCONNECTION APPLICATION DATA FOR: _____
PROVIDED BY: _____ DATE: _____

Instructions: Attach data sheets as required. Indicate in the table below the page number of the attached data on which the requested information is provided.

General Information

Item No	Data Description	Attached Page No
1	Flow-back or Non-Flow-back	
2	Project Type (Base load, peaking, intermediate, other)	
3	Site Plan	
4	Simple One-Line Diagram(s) for Project and Project Load	
5	Detailed One-Line Diagram(s) for Project	
6	Energization Date for Project Interconnection Facilities	
7	First Parallel Operation Date for Testing	
8	Project Commercial Operation Date	
9	Estimated Project Cost	

The following information on these system components shall appear on the preliminary One-Line Diagram, including manufacturer make and model for the items listed below:

- Breakers - Rating, location and normal operating status (open or closed)
- Buses - Operating voltage
- Capacitors - Size of bank in kVAR
- Current Transformers - Overall ratio, connected ratio
- Fuses - normal operating status, rating (Amps), type
- Generators - Capacity rating (kVA), location, type, method of grounding
- Grounding Resistors - Size (ohms), current (Amps)
- Isolating transformers - Capacity rating (kVA), location, impedance, voltage ratings, primary and secondary connections and method of grounding
- Potential Transformers - Ratio, connection
- Reactors - Ohms/phase
- Relays - Types, quantity, IEEE device number, operator lines indicating the device initiated by the relays.
- Switches - Location and normal operating status (open or closed), type, rating
- Tagging Point - Location, identification

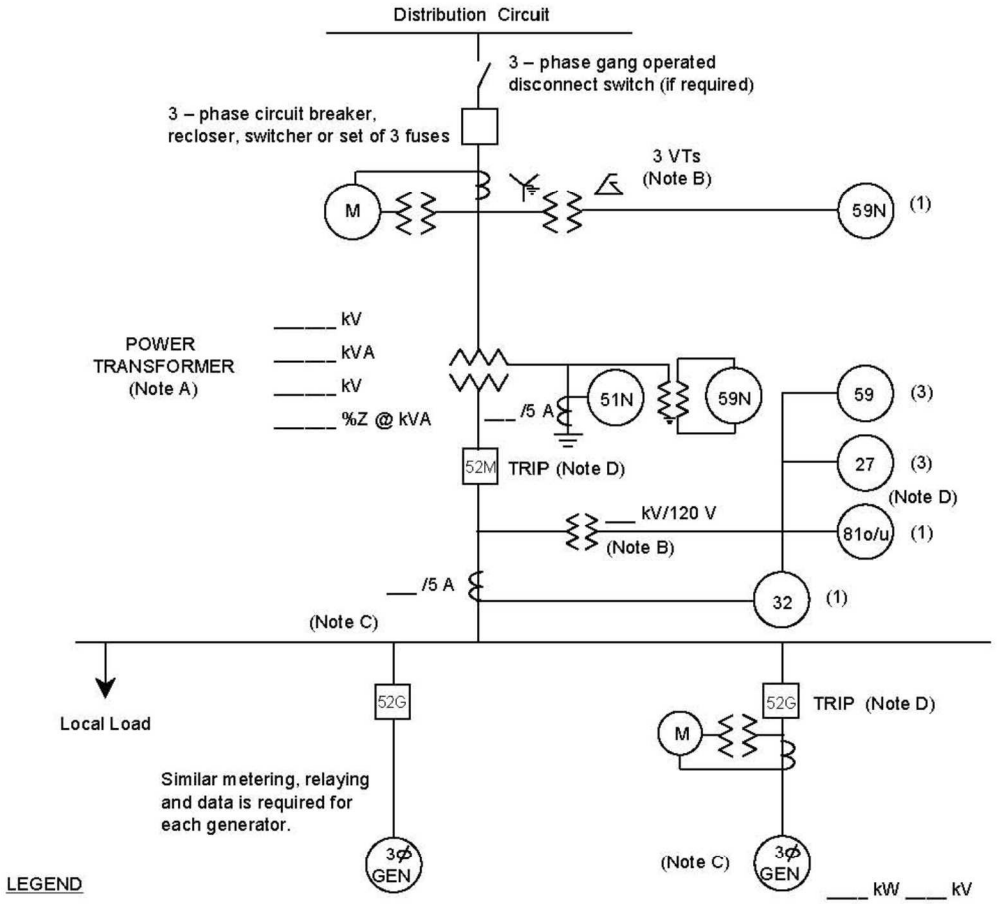
INVERTER-TYPE GENERATORS - AGGREGATE ≥ 30 kW, BUT < 150 kW
INTERCONNECTION APPLICATION DATA FOR: _____
PROVIDED BY: _____ DATE: _____

Instructions: Attach data sheets as required. Indicate in the table below the page number of the attached data (manufacturer's data where appropriate) on which the requested information is provided. Provide one table for each unique generator.

Electric Generator(s) at the Project: Generator No _____

Item No	Data Description	Attached Page No
1	Generator Type (Inverter)	
2	Generator Nameplate Voltage	
3	Generator Nameplate Watts or Volt-Amperes	
4	Generator Nameplate Power Factor (pf)	
5	Short Circuit Current contribution from generator at the Point of Common Coupling (single-phase and three-phase)	
6	National Recognized Testing Laboratory Certification	
7	Written Commissioning Test Procedure	

ONE-LINE REPRESENTATION
TYPICAL ISOLATION AND FAULT PROTECTION FOR INVERTER GENERATOR INSTALLATIONS
150 kW OR LARGER, BUT LESS THAN 750 kW



LEGEND

27	Undervoltage
32	Reverse Power (not required for sellback)
51N	Neutral overcurrent (required for grounded secondary)
59	Overvoltage
59N	Zero sequence overvoltage (assuming ungrounded secondary on power transformer)
81o/u	Over/Underfrequency

NOTES

A) See technical requirements for permissible connection configurations and protection. Transformer connections proposed shall be shown on the one-line diagram by the Project Developer. Transformer connection and secondary grounding to be approved by Utility.

B) Protection alternatives for the various acceptable transformer connections are shown. Only one protection alternative will ultimately be used, depending on the actual transformer winding connections. VTs for 59, 27, 81o/u and 32 are shown connected on the primary (Project side) of the power transformer, but may instead be connected on the secondary (Utility side). VTs are required on the secondary of the power transformer if a 59N is required for an ungrounded secondary connection. IEEE std 1547 requirements for voltage and frequency must be met at the PCC. IEEE Std. 1547 permits the VTs to be connected at the point of generator connection in certain cases.

C) Main breaker protection, generator protection and synchronizing equipment are not shown.

D) Trip of all 52G breakers or the 52M breaker is acceptable, depending upon whether the Project Developer wants to serve its own isolated load after loss of Utility service.

C-1

INVERTER-TYPE GENERATORS - AGGREGATE ≥ 150 kW, BUT < 750 kW
INTERCONNECTION APPLICATION DATA FOR: _____
PROVIDED BY: _____ DATE: _____

Instructions: Attach data sheets as required. Indicate in the table below the page number of the attached data (manufacturer's data where appropriate) on which the requested information is provided. Provide one table for each unique transformer.

General Information

Item No	Data Description	Attached Page No
1	Flow-back or Non-Flow-back	
2	Project Type (Base load, peaking, intermediate, other)	
3	Site Plan	
4	Simple One-Line Diagram(s) for Project and Project Load	
5	Detailed One-Line Diagram(s) for Project	
6	Energization Date for Project Interconnection Facilities	
7	First Parallel Operation Date for Testing	
8	Project Commercial Operation Date	
9	Estimated Project Cost	

Isolating Transformer(s) between Generator(s) and Utility: Transformer No _____

Item No	Data Description	Attached Page No
1	Rated kV and connection (delta, wye, wye-gnd) of each winding	
2	kVA of each winding	
3	BIL of each winding	
4	Fixed taps available for each winding	
5	Positive/negative range for any LTC windings	
6	%Z Impedance on transformer self cooled rating	

The following information on these system components shall appear on the preliminary One-Line Diagram, including manufacturer make and model for the items listed below:

- Breakers - Rating, location and normal operating status (open or closed)
- Buses - Operating voltage
- Capacitors - Size of bank in kVAR
- Circuit Switchers - Rating, location and normal operating status (open or closed)
- Current Transformers - Overall ratio, connected ratio
- Fuses - normal operating status, rating (Amps), type
- Generators - Capacity rating (kVA), location, type, method of grounding
- Grounding Resistors - Size (ohms), current (Amps)
- Isolating transformers - Capacity rating (kVA), location, impedance, voltage ratings, primary and secondary connections and method of grounding
- Potential Transformers - Ratio, connection
- Reactors - Ohms/phase
- Relays - Types, quantity, IEEE device number, operator lines indicating the device initiated by the relays
- Switches - Location and normal operating status (open or closed), type, rating
- Tagging Point - Location, identification

INVERTER-TYPE GENERATORS - AGGREGATE ≥ 150 kW, BUT < 750 kW
INTERCONNECTION APPLICATION DATA FOR: _____
PROVIDED BY: _____ DATE: _____

Instructions: Attach data sheets as required. Indicate in the table below the page number of the attached data (manufacturer's data where appropriate) on which the requested information is provided. Provide one table for each unique generator.

Electric Generator(s) at the Project: Generator No _____

Item No	Data Description	Attached Page No
1	Generator Type (Inverter)	
2	Generator Nameplate Voltage	
3	Generator Nameplate Watts or Volt-Amperes	
4	Generator Nameplate Power Factor (pf)	
5	Minimum and Maximum Acceptable Terminal Voltage	
6	Reactive Capability Curve showing overexcited and underexcited limits (Reactive Information if non-synchronous)	
7	Short Circuit Current contribution from generator at the Point of Common Coupling	
8	Nationally Recognized Testing Laboratory Certification	
9	Written Commissioning Test Procedure	

APPENDIX D

INTERCONNECTION STUDY AGREEMENT

[Project]

Interconnection Study Agreement for

Generator Interconnection

WHEREAS, proposals to construct or upgrade a Project which will be operated in parallel with and interconnected with the City of Charlevoix ("Utility") electric system must be reviewed by the Utility to determine how it will impact the Utility's electric system.

WHEREAS, on_____ Utility received from _____ ("Project Developer") a Generator Interconnection Application.

WHEREAS Utility has determined that an Interconnection Study is necessary to determine whether the Utility electric system can accommodate the requested interconnection.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Utility and the Project Developer agree as follows:

1. The Utility shall complete or cause to be completed an Interconnection Study in accordance with the Utility's Generator Interconnection Requirements and this Agreement.

2. The Utility will charge the Project Developer for the Interconnection Study. The Utility may use consultants, sub-contractors, engineers, etc for assistance in the Study. The costs associated with third parties to assist the Utility will be passed directly to the Project Developer. Additional direct charges from the Utility shall not exceed the lesser of either of the following:

(a) 5% of the estimated total cost of the Project
(b) $10,000

The Utility shall not charge the Project Developer if the Project's aggregate export capacity is less than 15% of the line section peak load and the Project does not contribute more than 25% of the maximum short circuit current at the point of interconnection. The Project Developer will be billed for the cost of the Interconnection Study at the conclusion of the Interconnection Study.

3. The Project Developer is to return this executed Interconnection Study Agreement to the Utility as soon as possible. The interconnection process will not proceed until the fully executed Interconnection Study Agreement is received.

4. The Utility shall supply a copy of the completed Interconnection Study to the Project Developer.

5. Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party, or its designated agent, as indicated below.

Utility	Project Developer
Name _____	_____
Company _____	_____
Address 1 _____	_____
Address 2 _____	_____

IN WITNESS WHEREOF, the Parties have caused this Interconnection Study Agreement to be executed by their respective authorized officials.

By: _____	By: _____
(Signature)	(Signature)
_____	_____
(Typewritten or Printed Name)	(Typewritten or Printed Name)
Title: _____	Title: _____
Date: _____	Date: _____

APPENDIX E

INTERCONNECTION AND OPERATING AGREEMENT

GENERATOR INTERCONNECTION & OPERATING AGREEMENT

PART I

Project Developer Name:_____

Project Service Address:_____ Account #: _____

Township/County/City: _____State:_____ Zip Code: _____

Project Developer Contact Name:_____

Telephone:_(___) _____Fax:_(___) _____ E-mail: _____

Mailing Address (if different):_____

Equipment Specifications: Make: _____ Model: _____

Service Type: Single Phase / Three Phase (circle one) Voltage Level: _____

****

This section is to be completed by a City of Charlevoix representative.

Work Order Number: _____

Good Faith Estimate for Interconnection: $ _____

Electric Field Manager Location: _____

Part II, Terms and Conditions on the reverse side hereof are a part of this Agreement. PROJECT DEVELOPER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

PROJECT DEVELOPER **CITY OF CHARLEVOIX**

By: _____ Mayor: _____
(Signature) (Signature)

Printed Name: _____ Printed Name: _____

Title: _____ Clerk:: _____
(Signature)

Printed Name: _____

Effective Date: _____

PART II

TERMS AND CONDITIONS

This GENERATOR INTERCONNECTON & OPERATING AGREEMENT (hereinafter, this Agreement), is made and entered into as of the Effective Date identified in Part I, between the City of Charlevoix, a Michigan municipality at 210 State Street, Charlevoix, MI 49720, herein termed "Utility", and the Project Developer, herein termed "Project Developer." Utility and Project Developer are hereinafter sometimes referred to individually as "Party" and collectively as "Parties" where appropriate.

1. Request for Service: The Project Developer hereby requests to interconnect and operate in parallel a generation plant with aggregate generation of ___kW ("Project"), as indicated in Part I, to Utility' distribution system. In order to provide said interconnection, it may be necessary for Utility to install certain Interconnection Facilities of which the general location and type of facilities are depicted in Exhibit 1 - Interconnection Diagram. Exhibit 1 shall also define the design and physical construction of all the Interconnection Facilities of which the Project Developer shall solely bear the costs. The Parties desire to enter into this Agreement for purposes, among others, of describing the Interconnection Facilities and associated appurtenances to interconnect the Project to Utility's distribution system. This Agreement does not address the sale of electricity to or from Utility.

2. Deposit Requirements: Prior to construction, Project Developer shall pay 50% of the good faith estimate, indicated in Part I. If during construction, Utility determines that the cost of the Interconnection Facilities varies significantly from the original good faith estimate, Utility will notify the Project Developer in writing. Utility shall have the right to delay or suspend all construction of its Interconnection Facilities until Project Developer responds to the notice. If the Project Developer's response and acceptance of this new cost estimate is not received within **5 business days**, Utility may terminate this Agreement by written notice to the Project Developer. Upon such termination, Utility will refund, without interest, the Project Developer's payment, less any expenses incurred to provide interconnection service to the location described in Part I of this Agreement.

3. Payment Schedule:

Payment	**Amount Due**	**Milestone Description**	**Target Due Date** (Number of Weeks from Completion of Application)
1	50% or $ figure	Execution of Generator Interconnection & Operating Agreement	0
2	50% or $ figure	Construction Complete	6
	True-up (invoice or refund)	Three weeks after Construction Complete	9

All payments shall be made payable to Utility and shall be sent to the City of Charlevoix, Attention: Treasurer, 210 State Street, Charlevoix, MI 49720, or by wire transfer to a Utility' bank account or such other manner or at such place as Utility shall, from time to time, designate by notice to Project Developer. Payments made by wire transfer shall reference the appropriate invoice number for which payment is being made. When Utility has determined that all costs and expenses are accounted for on its books, Utility will issue a final invoice or credit to reconcile the good faith estimate with the final work order estimate of the interconnection. The final work order estimate will be reviewed and reconciled to the good faith estimate for each portion of the interconnection covered under this Agreement. If Utility's final work order estimates are less than the good faith estimate provided in Part I, Utility shall refund the incremental amount to Project Developer. If Utility' final work order estimates are greater than the good faith estimate provided in Part I, Utility shall issue a final invoice to the Project Developer for the incremental amount. Any payment not made on or before the due date shall bear interest, from the date due until the date upon which payment is made, at an annual percentage rate of interest equal to the lesser of (a) the prime rate published by the Wall Street Journal (which represents the base rate on corporate loans posted by at least 75% of the nation's banks) on the date due, plus 2%, or (b) the highest rate permitted by law.

4. Site Preparation/Access: At its own expense, the Project Developer shall make the proposed Project site available to Utility. Said site shall be free from hazard and shall be adequate for the operation and construction of the Interconnection Facilities necessary to connect the proposed Project. Utility, its agents and employees, shall have full right and authority of ingress and egress at all reasonable times on and across the premises of the Project for the

purpose of installing, operating, maintaining, inspecting, replacing, repairing, and removing its Interconnection Facilities located on the premises. The right of ingress and egress, however, shall not unreasonably interfere with Project Developer's use of its premises.

5. Easements/Permits: If necessary, prior to the installation of the Interconnection Facilities and anytime thereafter, Utility will acquire required permits and necessary easements for its Interconnection Facilities. These easements / permits may include, but shall not be limited to, easements to clear trees, and necessary rights-of-way for installation and maintenance of its Interconnection Facilities. The Project Developer shall reimburse Utility for its costs and expenses for acquiring such easements / permits.

6. Parallel Operation: It is understood that the Project will normally remain connected to and be operated in parallel with Utility' distribution system. The Project Developer shall, at its expense, install and properly maintain protective equipment and devices and provide sufficiently trained personnel to protect its equipment and service, and the equipment and service of Utility from damage, injury or interruptions during the Project's parallel operation with Utility' distribution system, and, without limiting the indemnity provided in Section 12, will assume any loss, liability or damage to the Project caused by lack of or failure of such protection. Such protective equipment specifications and design shall be consistent with the Charlevoix Generator Interconnection Requirements. Prior to the Project operating in parallel with Utility distribution system, the Project Developer shall provide satisfactory evidence to Utility that it has met the requirements set forth in the Charlevoix Generator Interconnection Requirements. Requirements include, but are not limited to, approval from the local building code inspector.

7. Testing: The Project Developer shall perform operational testing and inspection of the Project at least 5 days before interconnection. The Project Developer shall contact Utility and arrange for a mutually agreeable time for performing said tests. Utility may send qualified personnel to the Project site to inspect the Project and observe the testing. Project Developer shall provide Utility a written test report when such testing and inspection is completed and prior to interconnection. Protective relay equipment shall be tested every two (2) years (unless an extension is agreed to by Utility) to verify the calibration indicated on the latest relay setting document issued by Utility. Tests shall be conducted or witnessed by Utility at Project Developer's expense. The results of such tests shall be provided to Utility in writing for review and approval. Utility may, at any time and at Utility' expense, inspect and test the Project to verify that the required protective interconnection equipment is in service, properly maintained, and calibrated to provide the intended protection. If necessary, this inspection may also include a review of Project Developer's pertinent records. Inspection, testing and / or approval by Utility or the omission of any inspection, testing and/or approval by Utility pursuant to this Agreement shall not relieve the Project Developer of any obligations or responsibility assumed under this Agreement.

8. Obligation to Connect: Utility shall not be obligated to continue the interconnection to the Project if any one or more of the following conditions exist, including but not limited to: (a) those conditions listed in the Charlevoix Generator Interconnection Requirements, (b) the electrical characteristics of the Project are not compatible with the electrical characteristics of Utility' distribution system, (c) the Project Developer is deficient in following either the voltage schedule or reactive power schedule established by Utility, (d) an emergency condition exists on Utility's distribution system, (e) Project Developer's protective relay equipment fails, resulting in a lack of the level of protection required by prudent utility practice, (f) the Project Developer's Project is determined to be disrupting Utility customers or (g) Utility requires disconnecting the Project in order to construct, install, maintain, repair, replace, remove, investigate, inspect or test any part of Utility's Interconnection Facilities or any other Utility equipment associated with the interconnection (also if a required component (example: phone line) or required modification to allow interconnection fails or becomes incapacitated and is not repaired in a timely manner). Utility shall electrically connect or reconnect its distribution system to the Project when, in Utility' sole opinion, the conditions named above cease to exist. Under any of the conditions listed above, Utility will follow procedures for disconnecting and re-connecting the interconnection.

9. Subcontractors: Either Party may hire a subcontractor to perform its obligations under this Agreement. However, each Party shall require its subcontractors to abide by the terms of this Agreement. Each Party shall remain primarily liable to the other Party for the performance of such subcontractor. Hiring a subcontractor does not release either Party from any of its obligations.

10. Force Majeure: Neither Party shall be considered to be in Default with respect to any obligation hereunder other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

11. Assignment: This Agreement shall not be assigned by the Project Developer except with the previous written consent of Utility and any attempted assignment without such consent shall be void.

12. Indemnity: Project Developer shall at all times assume all liability for, and shall to the extent permitted by law indemnify and save Utility harmless from, any and all damages, losses, claims, demands, suits, recoveries, costs, legal fees, and expenses for injury to or death of any person or persons whomsoever occurring on its own system, or for any loss, destruction of or damage to any property of third persons, firms, corporations or other entities occurring on its own system, including environmental harm or damage arising out of or resulting from, either directly or indirectly, its Project, or arising out of or resulting from, either directly or indirectly, any electric energy furnished hereunder after such energy has been delivered to it by such other Party, unless caused by the sole negligence or intentional wrongdoing of the other Party. The provisions of this Section 12 shall survive termination or expiration of this Agreement.

13. Insurance: Project Developer shall obtain and continuously maintain throughout the term of this Agreement liability insurance covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least $1,000,000.

When requested in writing by Utility, said limit shall be increased each year that this Agreement is in force to a limit no greater than the amount arrived at by increasing the original limit by the same percentage change as the Consumer Price Index - All Urban Workers (CPI-U.S. Cities Average). Such policy shall include, but not be limited to, contractual liability for indemnification assumed by Project Developer under this Agreement.
Evidence of insurance coverage on a certificate of insurance shall be provided to Utility upon execution of this Agreement and thereafter within ten (10) days after expiration of coverage; however, if evidence of insurance is not received by the 11th day, Utility has the right, but not the duty, to purchase the insurance coverage required under this Section and to charge the annual premium to Project Developer. Utility shall receive thirty (30) days advance written notice if the policy is cancelled or substantial changes are made that affect the additional insured. At Utility' request, Project Developer shall provide a copy of the policy to Utility. All certificates and notices shall be mailed to:

City of Charlevoix
210 State Street
Charlevoix, MI 49720

14. Immunity and Limitation on Liability: Project Developer acknowledges and agrees that in providing electric service, including but not limited to via the arrangements set forth in this Agreement, Utility is a governmental entity engaged in a governmental function, and possesses all of the rights and immunities that are available to a governmental entity engaged in a governmental function under Michigan law. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, ANY LIABILITY OF A PARTY TO THE OTHER PARTY (INCLUDING BUT NOT LIMITED TO ANY LIABILITY THAT EXISTS DESPITE THE UTILITY'S IMMUNITY FROM TORT LIABILITY ACKNOWLEDGED ABOVE), NEITHER PARTY SHALL IN ANY EVENT BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, LOST PROFITS, REVENUE OR GOOD WILL, INTEREST, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION OF EQUIPMENT OR MACHINERY, INCREASED EXPENSE OF OPERATION OF EQUIPMENT OR MACHINERY, COST OF PURCHASED OR REPLACEMENT POWER OR SERVICES OR CLAIMS BY CUSTOMERS, WHETHER SUCH LOSS IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Governing Law: This Agreement shall be deemed to be a Michigan contract and shall be construed in accordance with and governed by the laws of Michigan, exclusive of its conflict of laws principles. In the event that any change in law or administrative rule or regulation that would materially alter the terms and conditions of this Agreement, either Party shall have the right to seek modification of this Agreement without prior written consent of the other Party.

16. Effective Date, Term, and Termination: The Effective Date of this Agreement shall be the date of execution, as identified in Part I, and shall continue in effect until this Agreement is terminated as provided herein. The Agreement may be terminated at any time by mutual agreement of both Parties, or by either Party upon giving the other at least ninety (90) days written notice if one or more of the conditions exist as outlined in Section 8, Obligation to Connect.

17. Retirement: Upon termination of this Agreement pursuant to Section 16 or at such time after any of the Interconnection Facilities described herein are no longer required, then the need for the retirement of said Interconnection Facilities shall be mutually determined by the Parties. Retirement of said Interconnection Facilities may include without limitation (i) dismantling, demolition, and removal of equipment, facilities, and structures, (ii) security, (iii) maintenance and (iv) disposing of debris. The cost of such removal shall be borne by the Party owning such Interconnection Facilities.

18. Breach and Default: A breach of this Agreement ("Breach") shall occur upon the failure of a Party to perform or observe any material term or condition of this Agreement. A default of this Agreement ("Default") shall occur upon the failure of a Party in Breach of this Agreement to cure such Breach. Examples of Default include, but are not limited to:

a. Failure to pay money when due;
b. Failure to comply with any material term or condition of this Agreement, including but not limited to any material Breach of a representation, warranty or covenant made in this Agreement;
c. A Party: (i) becomes insolvent; (b) files a voluntary petition in bankruptcy under any provision of any federal of state bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any similar law; (c) makes a general assignment for the benefit of its creditors or (d) consents to the appointment of a receiver, trustee, or liquidator;
d. Assignment of this Agreement in a manner inconsistent with the terms of this Agreement;
e. Failure of either Party to provide such access rights, or a Party's attempt to revoke or terminate such access rights, as provided under this Agreement;
f. Failure of either Party to provide information or data to the other Party as required under this Agreement, provided the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

In the event of a Breach or Default by either Party, the Parties shall continue to operate and maintain, as applicable, its Interconnection Facilities, including but not limited to: protection and Metering Equipment, transformers, communication equipment, building facilities, software, documentation, structural components and other facilities and appurtenances that are reasonably necessary for Utility to operate and maintain its distribution system and for the Project Developer to operate and maintain its Project in a safe and reliable manner. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. The defaulting Party then has 30 days to cure the Default. If a Default is not cured within the period provided for herein or as agreed to by the Parties, the non-defaulting Party shall have the right to terminate this Agreement by written notice and shall be relieved of any further obligations hereunder. Further, in the event of such termination, the non-defaulting Party shall be entitled to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Section 18 will survive termination of this Agreement.

19. No Partnership: This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

20. Severability: If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

21. Entire Agreement: This Agreement and the Charlevoix Generator Interconnection Requirements shall constitute the entire understanding between the Parties with respect to the subject matter hereof, supersede any and all previous understandings between the Parties with respect to the subject matter hereof, and binds and insures to the benefit of the Parties, their successors, and permitted assigns. No amendments or changes to this Agreement shall be binding unless made in writing and duly executed by both Parties.

22. No Third Party Beneficiaries: This Contract is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein.

23. Notices: All notices required hereunder shall be in writing and shall be sent by United States mail or delivered in person to the Parties at their respective addresses as set forth in Part I. Either Party may at any time change the addressee or address to which notices to it are to be mailed or delivered by giving notice of such change to the other Party. All Notices shall become effective upon date of receipt.

24. Other:

_____

_____

_____

_____

EXHIBIT 1
INTERCONNECTION DIAGRAM

(Insert one of the eighteen One-Line Diagrams (PDF file) for the various size and type of generator that will be installed).

APPENDIX F

CONTACT LIST

CONTACT LIST
Normal Operations and Emergency Switching

GENERAL

Switching and clearance procedures for the Charlevoix Electric Department ('Utility") and the Project Developer provides important documentation to ensure safe working conditions and orderly and reliable service when work is required on the Interconnection Facilities.

PROCEDURE

1. Emergency Switching Procedure:

Operating Authority for the Project Developer will be handled by the following "Priority Contact List."

a. Project Developer's Plant (___) ___-_____.

b. Project Operator (pager) (___) ___-_____.

or mobile (___) ___-_____.

c. 1st Contact Name (home phone) (___) ___-_____.

d. Second Contact: If applicable

e. Third Contact: If applicable

Operating Authority for Utility will be the System Controller located in Charlevoix, Michigan. Telephone numbers are either (231) 547-3273 or (866) 262-9272.

2. Scheduled Outage Procedure:

Request initiated by the Project Developer.

Operating Authority for the Project Developer will be (Contact Name), Project Operator or an authorized representative. (Contact Name) or an authorized representative will contact the System Control Scheduler to make the necessary arrangements and to agree on the switching procedures.

Request initiated by Utility.

Scheduling Authority for Utility will be the System Control Scheduler located in Charlevoix, Michigan. Contact numbers are either (231) 547-3273 or (866) 262-9272.

The System Control Scheduler will contact (Contact Name) or an authorized representative to make necessary arrangements and to agree on switching procedures.

NOTE: Each authority will attempt to provide a minimum of 72 hours notice on scheduled outage requests, except in an emergency or imminent equipment failure.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date identified below.

(PROJECT DEVELOPER'S NAME) CITY OF CHARLEVOIX

By _____ By_____

Title _____ Title_____

Effective Date_____

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Airport Staffing Changes and Revised Job Descriptions

DATE: October 15, 2018

PRESENTED BY: Matthew Wyman, Airport Manager

BACKGROUND:

In an effort to retain a core group of experienced employees and as an important step in the future success of the Charlevoix Municipal Airport, we are proposing the replacement of two part-time Airport Attendant positions with two full-time Airport Attendant positions.

Until now, the airport has relied on two full-time positions and a combination of year-round part-time and seasonal positions. If approved, the airport would be staffed with four full-time positions supplemented with two seasonal employees during the summer and one seasonal employee during the winter.

The current staffing budget is $262,710. The proposed staffing budget is $305,600, a difference of $42,890. We believe this staffing cost is competitive with the market based on the FBO proposals received in 2017 which we did not recommend for approval.

To offset additional costs, we propose an increase to landing, overnight, and ground handling fees, as well as, proposed increases to our contract fuel reimbursement fees and an increase in our retail margin. The additional full-time staff may also allow us to offer other revenue generating services like de-icing and lavatory services in the future. The proposed fee increases are identified in the attachment. The Resolution sets the new rates which we recommend become effective immediately.

RECOMMENDATION:

Motion to approve proposed Charlevoix Municipal Airport staffing change and revised Airport Attendant job description.

Motion to approve Resolution 2018-10-02.

ATTACHMENTS:

- Revised Fee Increases Proposal
- Airport Attendant
- Resolution 2018-10-02

City of Charlevoix Municipal Airport

Proposed Fee increases

Fee	Current Fee	Proposed Increase	New Rate
Ground Handling	$ 20.00	$10.00	$ 30.00
Landing Fee Twin Turbo Prop	$ 65.00	$10.00	$ 75.00
Landing Fee Jet Type 1	$ 90.00	$15.00	$105.00
Landing Fee Jet Type 2	$125.00	$20.00	$145.00
Landing Fee Jet Type 3	$150.00	$25.00	$175.00
Overnight Fee Twin Turbo Prop	$ 40.00	$10.00	$ 50.00
Overnight Fee Jet Type 1	$ 40.00	$15.00	$ 55.00
Overnight Fee Jet Type 2	$ 50.00	$20.00	$ 70.00
Overnight Fee Jet Type 3	$ 70.00	$25.00	$ 95.00
Contract fuel Reimbursement			
Tier 1 (1-400 gallons)	$ 1.75/gallon	$ .12	$ 1.87
Tier 2 (401-800 gallons)	$ 1.50/gallon	$ .12	$ 1.62
Tier 3 (801+ gallons)	$ 1.25/gallon	$ .12	$ 1.37
Retail Fuel			
Jet Fuel Margin	$ 1.85/gallon	$ .25	$ 2.10

Total Estimated Revenue from proposed fee increases $48,781.00

Estimated Revenue Increase is based on 2017/18 operations.

To make sure our fees at the Charlevoix Municipal airport are in line, I spoke with a flight crew that visits us on a regular basis and a corporate flight department whose aircraft visits us on a regular basis. Neither the flight crew, or the manager of the corporate flight department felt the proposed fee increases were unreasonable.

CITY OF CHARLEVOIX

Title: Airport Attendant **FLSA:** Non-exempt
STATUS: Full-time

Department: Airport

Reports To: Airport Manager

Date: October 15, 2018

Position Purpose
This position is responsible for ensuring the safe and efficient ramping and fueling of aircraft, operation of mowing and snow removal equipment, general maintenance of airport facility/property, daily counter sales, and provides providing quality customer service to pilots, patrons, and other Airport customers.

Scope/Environment
Works under the general supervision of the Airport Manager, Operations Manager or designee. Position requires individual(s) to operate several pieces of mechanized and non-mechanized equipment outdoors in all types of weather and the ability to maintain that equipment. Duties involve exertion of physical strength and dexterity. Works primarily outdoors in all types of weather. Interacts with high-end summer visitors/users during busy resort season, with ability to affect their first impression of the City. Services multi-million dollar aircraft and operates complex, expensive equipment in an environment that requires attention to detail and adherence to FAA/OSHA/MIOSHA/City safety practices.

Essential Job Functions
- Operate various types of complex/expensive motorized and non-motorized equipment and tools in safe and efficient manner to mow airport property.
- Assist in quality-testing of fuel, fueling, and ramping of aircraft.
- Perform associated recordkeeping (fuel logs, labor and time distribution, and inspections, et al).
- Collect revenue and provide general customer service.
- Perform upkeep and preventive maintenance of airport equipment as assigned.
- Ensure that shop areas and fueling and mowing equipment are inspected and cleaned (on a daily basis), and that all tools are returned to their designed areas. Responsible for maintaining cleanliness of airport property during mowing and fueling activities.
- Share janitorial responsibility of facilities, including terminal and SRE building with other/all airport personnel.
- Answer phones, greet public, answer patron inquiries, and provide high level of customer service.
- Input various data and coordinate reporting with City staff.
- Abide by applicable FAA/OSHA/MIOSHA/City safety practices.
- Performs other duties as assigned by Airport Manager and/or Operations Manager

Knowledge, Skills and Abilities Required
- Excellent interpersonal skills and ability to communicate with the public in a courteous and effective manner.

- Mechanical aptitude and the ability to determine the kind of tools and equipment needed to do a job, to perform routine maintenance/repairs, and to operate various types of motorized and non-motorized equipment and tools safely and efficiently.
- Attention to safety/ability to perform duties in compliance with 14 CFR Part 139 Fire Training for fuel operations.
- Flexibility regarding work hours and availability for after-hour call ins. (Some work on weekends and holidays will be required.) Prompt response to call in's and dependability are required.
- Experience with cash collections, point-of-sale and credit card machines.
- Intermediate computer skills (MS Excel, Word, Outlook, PowerPoint).
- Flexibility regarding work hours and availability for after-hour call-ins.
- Ability to communicate with public in courteous and effective manner.
- Motivated self-starter with positive responsible attitude.

Required Certifications

- High school graduate or equivalent; some college preferred.
- 18 years or age or older (legal restriction to operate some equipment).
- Ability to meet applicable FAA/OSHA/MIOSHA/City guidelines for various fueling and equipment operations.
- This position is a safety sensitive position which requires that the candidate pass a pre-employment drug test and will be subjected to random drug and alcohol testing.

The information contained in this position description is intended to describe the general content and requirements for successful performance of the job. It is not an exhaustive list of duties, responsibilities or requirements. Additional duties and requirements may be assigned at the sole discretion of the City. Hence, the job description does not constitute an employment agreement between the employer and employee and is subject to change by the employers as the needs of the employer and requirements of the job change. The position is an at-will position.

City Council Approval: Pending Council Approval

CITY OF CHARLEVOIX
RESOLUTION NO. 2018-10-02
AMMENDED AIRPORT RATES & FEES ASSOCIATED WITH THE 2018-19 BUDGET

WHEREAS, the City of Charlevoix annually must adopt a balanced budget to comply with the City Charter; and

WHEREAS, the City of Charlevoix in preparing the budget, assumes the adoption of rates and fees for various services they provide in order to pay for those services in whole or in part as proposed in their annual budget; and

WHEREAS, the City of Charlevoix defines all of their rates and fees in the rate section of the proposed budget; and

WHEREAS, the Airport Manager and City Manager have reviewed and revised the fees and recommend that City Council approve them for adoption; and

WHEREAS, the fees to be increased with their new rate are as follows:

- Ground Handling $ 30.00
- Landing Fee Twin Turbo Prop $ 75.00
- Landing Fee Jet Type 1 $105.00
- Landing Fee Jet Type 2 $145.00
- Landing Fee Jet Type 3 $175.00
- Overnight Fee Twin Turbo Prop $ 50.00
- Overnight Fee Jet Type 1 $ 55.00
- Overnight Fee Jet Type 2 $ 70.00
- Overnight Fee Jet Type 3 $ 95.00
- Contract Fuel Reimbursement
    - Tier 1 (1-400 gallons) $ 1.87/gallon
    - Tier 2 (401-800 gallons) $ 1.62/gallon
    - Tier 3 (801+ gallons) $ 1.37/gallon
- Retail Fuel
    - Jet Fuel Margin $ 2.108/gallon; and

WHEREAS, the City of Charlevoix proposes to make these rates and fees effective on October 15, 2018.

NOW THEREFORE BE IT RESOLVED that the City of Charlevoix adopts the revised Airport rates and fees.

RESOLVED, this 15th day of October, 2018 A.D.

Resolution adopted by the following yea and nay votes:
Yeas:
Nays:

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Bridge Rails

DATE: October 15, 2018

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

Several weeks ago, Kay Heise provided you information on the history of painting the rails of the bridge. As you know, MDOT owns the bridge but allowed the City to paint decorative railings on the bridge in the 1990s. Following the bridge maintenance in 2017 and with the aging of this paint, it is peeled and scuffed.

I know the folks working lighting the bridge would like to see this resolved sooner rather than later. Painting the bridge again will be costly and need repetition over the years. Some other treatment to fully remove the paint might be possible but this would leave a more barren looking railing system.

To address this, it would be good to know Council's opinion on this topic. We could solicit bids for repainting, some kind of sandblasting, or neither one. It is important to remember that ultimately, we do not own this bridge. If Council can give direction on your preferred solution, we can gather information for your future decision-making accordingly.

RECOMMENDATION:

Council discussion and direction.

CHARLEVOIX CITY COUNCIL

Reports and Communications

TITLE: City Manager's Comments

DATE: October 15, 2018

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

A. Website Launch

The newly rebuilt www.charlevoixmi.gov website launched today (Thursday). We do expect some users will find glitches and things to add in the early days of usage. This website represents significant effort by our staff and partner at Civic Plus who built the new design. We will have the capability to collect phone numbers and email addresses from interested residents and visitors to enhance our ability to communicate with residents. Folks interested in this can sign up with the NotifyMe feature on the website. Going forward, we are also reevaluating some ancillary online services like our electronic payment platform and increasing the access to GIS information online. I'd like to especially thank Beth Anzell from our Rec Department and City Clerk Joyce Golding for their work to make this website happen.

B. Solid Waste Bids

Today, we received bids for our Solid Waste RFP. Emmet County Recycling declined to bid on the entire package but indicated interest in recycling. Green for Life in Cheboygan indicated they may be interested but not at this time since they have recently changed ownership. Most interesting, however, was a legal response from American Waste citing Charlevoix County as a reason they would not bid at this time.

C. Pictures

As part of our new website, we are improving the Council pages of the website. Michael Murphy will be present at your October 16th Work Session to take a group picture of City Council and also individual head shots for use on the website. Soon, I plan to have a template for you to craft your own bio for your page on the website along with your contact information.

D. Tree Planting

Members of the Shade Tree Commission have been marking the locations for our fall tree planting. Our target is to plant around 75-100 trees this fall. Commission Chair Perry Irish Hodgson found an opinion piece from the New York Times discussing the importance of trees. I have shared this in the attachments for your perusal.

E. Rotary Park Improvements

The Charlevoix Rotary Club (of which I am a members) is seeking funds from their organization to make improvements and add new equipment to the Rotary Park Playground on Carpenter Avenue. As part of this, I was asked to provide a letter of support from the City. Since this is an existing playground for which the City is responsible, I did not consider this a new donation and it is in keeping with existing uses. They propose to replace the benches on the sight, replace the slide, and add a couple of new small play items. I've included my letter to the Club in the attachments to this report.

ATTACHMENTS:

- DDA Minutes - August
- Planning Commission Minutes - August
- Shade Tree Commission Minutes - July
- More Trees, Happier People
- Rotary Club Grant Letter

CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY / MAIN STREET MEETING
Monday, August 27, 2018 at 5:30 p.m.
210 State Street, Charlevoix, Michigan

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Chair: Kirby Dipert
Members Present: Richard Christner, Fred DiMartino, Luther Kurtz, Amanda Wilkin, Rick Wertz
Members Absent: Carissa Mullaney, Maureen Owens
Non-Voting Member: Sean Bradley
City Staff: Lindsey Dotson, Executive Director

4. Inquiry into Potential Conflicts of Interest

5. Consent Agenda

A. Minutes – July 23, 2018 Regular Meeting
B. Minutes – August 1, 2018 Work Session
C. Committee Minutes

Motion by Member DiMartino, second by Mayor Kurtz to approve the Consent Agenda items as presented. Motion passed by unanimous voice vote.

Mayor Kurtz asked the Board if David Campbell could speak at this time and they concurred. Mr. Campbell stated that he was an attorney in Charlevoix who represented Paul Silva at the Hotel Earl and he had been retained to assist Mr. Silva in acquiring a liquor license. He stated with the state of the economy it was not feasible to buy one of the transferable resort liquor licenses at a market rate of $80,000 - $90,000. He stated that they would be coming before the DDA in September seeking a resort liquor license.

6. Reports

A. Director's Report

Director Dotson asked if anyone was interested in attending the NLEA DDA Forum with her in Elk Rapids on September 24th and Members Dipert and Bradley indicated they may be able to attend. She also asked if anyone was interested in volunteering at the Connecting Entrepreneurial Conference in Charlevoix October 3-4. Chair Dipert stated that he could be available for part of it. Members DiMartino and Wertz stated that they would try to participate as well.

Director Dotson stated that the Strategy Implementation Webinar will be held on Monday, September 12th 2:00 – 3:30 p.m. where individuals could listen remotely and she would also have it played in the Council Chambers.

Director Dotson stated that Mission North who was conducting the parking study will be in Charlevoix on September 17th at 8:00 a.m. at Bentley Hill Bake House.

7. Old Business

A. Main Street Board Assessment

Director Dotson stated that the Board needed to complete the self-assessment so that Michigan Main Street can determine what services they will provide the DDA next year. She stated that she sent the master copy of the Board's responses to the members, and she also provided a list of the areas that needed improvement. The Board members proceeded to identify each of their three priorities. After discussion, Director Dotson stated that it looked like their weakest points that they would like to address were working on volunteers, both developing capacity and recruiting and maintaining, and the active structure/work plan.

B. Logo Trademark & License Agreement Pricing

Director Dotson stated that it would cost $1,300 to register the logo as a trademark entity which includes one class of services. The amount of $2,000 - $2,500 was quoted to have a form/template trademark license agreement prepared. She stated that they were looking at a $4,000 total expense to trademark the new logo.

Motion by Member DiMartino, second by Member Wilkin to approve the $4,000 expenditure to register the logo and obtain a form/template agreement. Motion passed by unanimous voice vote.

8. New Business

A. Façade Grant Award Recommendation

Director Dotson stated that the Committee reviewed three applications using the new rating guidelines that the Board approved. The applications included: Simonsen's and Panache Hair Studio (115 Bridge Street), True North (108 Van Pelt), and Hotel Earl (120 Michigan Avenue). The majority favored the 115 Bridge Street application in the amount of $6,287.50 which is a 50% reimbursement of their total spend to repaint the building. She stated they expressed interest in restoring the historic look as much as they can. The Committee recommended awarding this grant which would leave $3,712.50 to be awarded during the second grant cycle in December.

Motion by Member DiMartino to approve the façade grant application for 115 Bridge Street in the amount of $6,287.50. Discussion followed regarding the other applications. Chair Dipert stated that the Bridge Street application met the criteria that the Board approved. Member Christner seconded the motion. Motion passed by unanimous voice vote.

9. Public Comment

10. Request for Future Agenda Items

11. Board Comments

Member Wilkin questioned how many redevelopment liquor licenses were available and Director Dotson responded that there was not necessarily a limit, but was based on the City's investment in the downtown as well as private investment. Board members recalled that Council put an arbitrary limit of six, and to do more than that it would have to be re-addressed by the City Council.

Mayor Kurtz stated that during the budget process they talked about the *Live from Charlevoix* project and he would have more details in the next month or so.

Chair Dipert questioned if tree lighting repairs were scheduled and Director Dotson stated that they were working on it.

12. Adjourn

Motion by Member DiMartino, second by Member Christner to adjourn the meeting. Motion passed by unanimous voice vote. Meeting adjourned at 6:31 p.m.

_____ _____

Joyce Golding/fgm City Clerk Kirby Dipert Chair

CITY OF CHARLEVOIX
PLANNING COMMISSION MEETING MINUTES
Monday, August 13, 2018 - 6:00 p.m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

A. Call to Order
The meeting was called to order at 6:00 p.m. by Chair Chamberlain.

B. Roll Call

Chair:	Sherm Chamberlain
Members Present:	Rick Golding, Jennifer Muladore, Philip Parr, Brian Gelb, Toni Felter, RJ Waddell, Dennis Halverson
Members Absent:	None
Member Vacancy:	One
Staff Present:	Kathy Egan, Community Planner Networks Northwest

C. Inquiry into Potential Conflicts of Interest

D. Approval of Agenda
Motion by Member Felter, second by Member Parr to approve the agenda as presented. Motion passed by unanimous voice vote.

E. Approval of the July 9, 2018 Minutes
Motion by Member Waddell, second by Member Golding to approve the minutes of July 9, 2018 as presented. Motion passed by unanimous voice vote.

F. Call for Public Comment Not Related to Agenda Items

G. New Business

1. Public Hearing: Zoning Ordinance Amendment #1 Housekeeping

Chair Chamberlain opened the public hearing. Staff Egan reviewed the items in the housekeeping Zoning Ordinance amendment. Chamberlain asked about the setbacks on corner lots. He doesn't feel that past issues have been addressed and we need to make sure that the corner lots are clear in that there are two front setbacks and two side setbacks. We should eliminate the rear setback as this can cause problems with trying to fit buildings on the lots. Staff wanted time to review the ordinance to make sure any changes made do not create a contradiction elsewhere in the ordinance. The Zoning Administrator should review the proposed changes as well. The Planning Commission wanted to see any proposed changes before forwarding the amendment on to City Council. The Planning Commission can postpone this public hearing until next month and review any new proposed changes to corner setbacks at that time. There were no submitted written comments and no public present. Chair Chamberlain closed the public hearing.

Motion by Member Halverson, second by Member Waddell to postpone the public hearing to the September 10, 2018 meeting at 6:00 p.m. Motion passed by unanimous voice vote.

2. Public Hearing: Zoning Ordinance Amendment #2 Procedure Change

Chair Chamberlain opened the public hearing. Planner Egan reviewed the amendment which is to remove the requirement for City Council approval special use permits, site condos, PUD and the like. Council requested this amendment and felt their approval was not necessary because it is a repeat process of what applicants go through with the Planning Commission. Planning Commissioners had no concerns with the amendment. There were no submitted written comments and no public present. Chair Chamberlain closed the public hearing.

Motion by Member Parr, second by Member Felter to forward the amendment on to City Council with a recommendation to adopt. Motion passed by unanimous voice vote.

3. 2016 Census/Housing Data for Charlevoix

The Commission reviewed the 2016 Census statistics. Points discussed included that the data shows a lot of single-person households, many retirees, and a lot of older building stock.

4. Code of Ethics

All Planning Commissioners signed the Code of Ethics Acknowledgement.

H. Old Business

I. Staff Updates

J. Request for Next Month's Agenda or Research Items
Next month will include the continuation of the public hearing and a start of potential zoning changes with regard to housing. October will be a field trip around town to look at housing options. Chair Chamberlain and Planner Egan will conduct some research and prepare for the field trip.

K. Adjournment by 8:00 p.m. Unless Extended by Motion
Motion by Member Golding, second by Member Felter to adjourn the meeting. Motion passed by unanimous voice vote. Meeting adjourned at 6:51 p.m.

Kathy Egan	Community Planner	Sherm Chamberlain	Chair

Shade Tree Commission Meeting
Friday, July 6, 2018, 10am
210 State Street, Charlevoix, Michigan

Members Present: Jennifer Muladore, Perry Irish Hodgson; Ken Polakowski
Members Absent: none
Also present: Tony Duerr; Gau Lintzenburger; Shelley Langeweg; Mike Doherty

Chair Hodgson called the meeting to order at 10am; she introduced those in the room.

There were no conflicts of interest reported.

Motion by Polakowski, second by Muladore to approve the minutes of May 11, 2018.

Chair Hodgson reviewed the gator bag installation and watering plans. Member Polakowski requested pruning Katsuras on Clinton Street above the sidewalks.

The Commission discussed the growth of chokecherry at Lake Michigan Beach Park and the plan to have it sprayed.

Mr. Heydlauff discussed the efforts to include a trail/sidewalk along Park Avenue. A grant for this work has been submitted to the Department of Natural Resources and a decision is expected this winter with potential construction in Spring 2019.

Chair Hodgson advised that tree removal and pruning is planned for this fall.

Chair Hodgson suggested a plan to focus 2018 planting on north/south streets on the north side of town with a targeted number of 75 trees. 13 trees have already been requested by homeowners. She discussed the process for planting and selecting locations.

The Commission plans to meet just after Labor Day to review locations and tree selections.

Public comment was opened.

Mr. Lintzenburger discussed the use of drip lines instead of gator bags for the watering of freshly planted trees.

Chair Hodgson discussed the potential grant from Consumers Energy for tree planting; she will review it further.

Mike Doherty of Park Avenue discussed his concern with Lake Michigan Beach Park.

Chair Hodgson adjourned the meeting at 10:51am.

The New York Times

Opinion

More Trees, Happier People

When cities grow, green space dies. Replanting it has been shown to lift the human spirit.

By Margaret Renkl
Contributing Opinion Writer

Oct. 7, 2018

NASHVILLE — The scene in a tiny pocket park outside Plaza Mariachi here on Nolensville Pike last Wednesday was like a tableau from a Norman Rockwell painting, 21st-century style. Surrounded by signs advertising the Hispanic Family Foundation, Dubai Jewelry, the Dominican Barber Shop and restaurants offering Peruvian, Chinese, Mediterranean and Indian food — as well as a Game Stop franchise and H&R Block — was a small sign that read, “Today: Free trees.”

The arrow on the sign pointed to a pop-up canopy where the Nashville Tree Foundation was hosting its fourth tree giveaway of October. A family standing under the canopy was posing for a photo with the sapling they had just adopted. Carolyn Sorenson, executive director of the foundation, was taking the picture: “Say ‘trees’!” she said.

The tree giveaway at Plaza Mariachi happened to fall on the very day that Nashville’s mayor, David Briley, announced a campaign to restore and enlarge the city’s tree canopy. The effort, called “Root Nashville,” will be overseen by the city and the Cumberland River Compact, an environmental nonprofit, and funded through a combination of public, corporate, foundation and private dollars. Together with several municipal departments and other nonprofit organizations, the initiative aims to plant 500,000 trees in Davidson County by 2050.

Many of these newly planted saplings will replace very large, very old trees that have been lost to Nashville’s meteoric growth — a population increase of more than 45 percent since 2000. As the city has grown, the city’s trees have fallen: deliberately felled by developers to make room for new construction or unintentionally killed as a side effect of nearby building. Just since 2008, the tree canopy in the urban core has dropped from 28 percent to 24 percent, a loss of roughly 9,000 trees a year.

A tale of two trees in Nashville. A mature tree in England Park, left, and a newly planted tree at Wright Middle School.

Photographs by William DeShazer for The New York Times

The Nashville Tree Foundation's giveaway program — which continues through Friday — is just one of the nonprofit organization's outreach efforts, each focused on planting trees in the poorer parts of town, which tend to have the least green space. "We're all working toward the same goal of 500,000 trees, and we want an equitable distribution of free trees in the county," said Ms. Sorenson. "We usually plant in areas where there's an intersection of low canopy and low income. We're trying to make a large impact over a short period of time."

I learned about the tree giveaway the same way I learn about most other initiatives sponsored by nonprofits with a limited advertising budget: through social media. That's the same way — and on the same day — I heard Erica Ciccarone's story of the developer who cut down three ancient

black walnut trees on the property line they share. What's going up next to Ms. Ciccarone's small house in the Wedgewood-Houston part of Nashville is a four-story duplex, and she wasn't surprised when the builder took out the old tree closest to the monstrous new structure under construction. But there was no reason at all to take down the trees in the back of the lot.

As it happens, Ms. Ciccarone lives in an area where the tree canopy is well below its target density, but for her the loss of the black walnuts was personal. "They weren't majestic," she wrote in an email. "Their leaves were small and scraggly. But they provided shade for us and the chickens, housed songbirds, and they blocked the sight line from the alley into our yard and back porch."

Her reaction is typical: When trees die, people invariably mourn. And when trees are planted, people become demonstrably happier. Rhitu Chatterjee of National Public Radio recently reported on a randomized study designed to discover the effect of urban green space on mental health. The study found that cleaning up vacant lots and planting grass and trees was associated with a significant improvement in the mental health of nearby residents: According to the report, "feelings of depression and worthlessness were significantly decreased."

An earlier experiment by Eugenia South, one of that study's authors, had found that merely walking past a newly planted lot in an urban neighborhood lowered the participants' heart rates. Smaller unrelated studies have found lower blood-pressure readings and lower cortisol levels among participants who spent time in nature.

From an urban-planning perspective, trees do something of the same thing for densely occupied parts of the planet. They remove carbon, including greenhouse gas emissions, from the air. They cool the surrounding area, offsetting the heat impact of asphalt and combustion engines. They absorb and filter stormwater. They lower energy costs for nearby buildings. It's no wonder that so many people in Nashville are worried about their trees.

When I left Plaza Mariachi last week, Ms. Sorenson was taking a photo of another family and the oak tree they had just selected for their yard. The father was holding the heavy tree, which was taller than his little girl's head. Dressed in "Where's Waldo?" stripes, she was lifting her hands toward it anyway, reaching high, wanting to help.

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Margaret Renkl is a contributing opinion writer who covers flora, fauna, politics and culture in the American South. @MargaretRenkl

A version of this article appears in print on Oct. 8, 2018, on Page A23 of the New York edition with the headline: More Trees, Happier People

Was reading this article a valuable use of your time?

CITY OF CHARLEVOIX

October 11, 2018

Rotary Club of Charlevoix
Charlevoix, MI

Dear Fellow Rotarians:

The City of Charlevoix is pleased to continue our partnership with you on providing quality play spaces and recreational opportunities. Rotary Park is a favorite spot for children and parents alike and your replacement and addition of equipment there is very much appreciated by the City Council and the entire community.

We understand our partnership of this project to include the following in-kind support:

- City staff will work with Rotary membership to remove certain benches and outdated equipment
- City staff will install new equipment under the oversight of a project manager from the playground company
- The city will provide other incidental labor and materials necessary to accomplish this project

Going forward, the City will own and operate the equipment and be responsible for long-term maintenance of the playground.

I join the rest of the community in wishing you much success in your grant application. The Rotary Club is a vital source of volunteers for a range of civic functions in this community.

Very truly yours,
THE CITY OF CHARLEVOIX

Mark L. Heydlauff, MPA, ICMA-CM
City Manager