

Agenda
Tuscola County Board of Commissioners
Committee of the Whole Monday, June 24, 2019 – 8:00 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Finance/Technology
Committee Leaders-Commissioners Young and Jensen

Primary Finance/Technology

1. **Contract with Air Advantage (See A)**
2. **MMRMA Net Asset Distribution Check and Rap Grant Information (See B)**
3. **Zoning Permit Application Fees(See C)**
4. **Shredder Purchase Request-Controller/Admin Office (See D)**
5. **Contractual Medical Examiner System**

On-Going and Other Finance

Finance

1. **Update Regarding Caro Psychiatric Hospital**
2. **MREC Wind Turbine Invoices (Juniata and Fairgrove Townships)**
3. **Update Regarding Assessing/Taxation Disputes with Wind Turbine Companies – SB 46**
4. **Water Rates Paid for County Facilities Along M24 and Deckerville Roads**
5. **Opioid Lawsuit**
6. **Preparation of Updated Multi-Year Financial Plan**
7. **Continue Review of Road Commission Legacy Costs**
8. **2018 Comprehensive Annual Report Development**
9. **Convert to New State Chart of Accounts**
10. **2020 Budget Development**
11. **Second Year MIDC Plan and Budget**
12. **Determine if any Drain Bonds can be Retired Early or Refinanced**

Technology

1. **Animal Control Camera and Other Security**
2. **New Server and Network Storage Capacity**
3. **Jail Live Scan Scanner**
4. **GIS Update**
5. **Increasing On-Line Services**
6. **Updating County Web Page**
7. **Implementation of New Computer Aided Dispatch System**
8. **CLEMIS Road Patrol Software – Impacts on Local Police Departments**
9. **New Kronos Time Attendance and BSA Finance/General Ledger Software**

Personnel

Committee Leader-Commissioner Vaughan and Bardwell

Primary Personnel

1. **EDC Board Appointment**
2. **MIDC Advertise for budgeted Part Time Position (covered by grant) (See E)**
3. **Controller/Administrator Contract**

On-Going and Other Personnel

1. 4-H Presentation
2. Negotiation of Expiring Union Contracts – Setting Financial and Other Objectives
3. Strengthen and Streamline Year-End Open Enrollment
4. Evaluate Potential Training Programs
5. Start the Development of Pay Grade Schedule and Updated Job Descriptions
6. Scheduling a MAC 7th Meeting to Determine if Organization will Continue

Building and Grounds

Committee Leaders-Commissioners Jensen and Grimshaw

Primary Building and Grounds

1. Johnson Control Service Contract Renewal (See F)

On-Going and Other Building and Grounds

1. County Jail Study
2. County Land Bank
3. Recycling Relocation Update
4. Cass River Greenways
5. County Physical and Electronic Record Storage Needs – Potential Use of Recycling Pole Building
6. County Property Ownership Inventory
7. Review of Alternative Solutions Concerning the Caro Dam
8. Sidewalk Improvements and Parking Lot Sealing
9. Purdy Building Awning, Sign and Stucco Repairs
10. Jail Entrance Step and Ceiling Tile
11. State Police Post Water Tank Inspection, Sidewalk and Parking Lot Repairs
12. Potential Sale of Certain County Properties
13. New Septic System at Vanderbilt Park and Vegetation Clearing
14. Health Department Painting, Animal Control Ceiling and Court Windows
15. Recycling Soil Removal and Construction

Other Business as Necessary

1. Corey Firestone – Resolutions regarding DTE energy meters (See G)
2. Airport Zoning Board of Appeals Meeting 6-25-19 (See H)
3. FAA Obstruction Evaluation Case Determination (See I)
4. Methods of Providing Dental Care to Indigent
5. Elected Versus Appointed Road Commissioners
6. Work with DTE and Others to Solve Increasing Energy Demands in the County
7. Update County Policies

Public Comment Period



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>



Fwd: State Police Contract

2 messages

Eean Lee <eean.lee@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Wed, Jun 19, 2019 at 10:37 AM

Can we get this on the agenda, as well as the CLEMIS agreement with Air Advantage?

Eean Lee

Chief Information Officer
Tuscola County
www.tuscolacounty.org
989-672-3773 (Office)

Upcoming OOO July 5th Vacation

----- Forwarded message -----

From: Scott Zimmer <szimmer@airadvantage.net>
Date: Wed, Jun 19, 2019 at 10:21 AM
Subject: State Police Contract
To: Eean Lee <eean.lee@tuscolacounty.org>

Here is the contract for the State Police Post. Thank you,

Scott Zimmer
President

Providing rural communities with client-focused Internet, communications, and technology solutions with integrity and pride.



Air Advantage

465 North Franklin

Suite C

Frankenmuth, Michigan 48734

www.airadvantage.net

Phone: 989-652-9500 ext. 2224

Fax: 989-652-4959

In God We Trust

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FIBER OPTIC SUBSCRIPTION AGREEMENT

This Fiber Optic Subscription Agreement (the "Agreement"), effective as of date of installation and turn-up of services (the "Effective Date") sets forth the specific terms and conditions under which Air Advantage, LLC, a Michigan limited liability company ("Air Advantage"), shall supply the Services, as defined below, to (Customer Name) **Tuscola County – MI State Police Post**, located at (Street) **1485 Cleaver Rd**, (City) **Caro**, MI (Zip)**48723** the undersigned ("Customer" or "you").

1. **Services.** Air Advantage will provide Customer, commencing on the Effective Date, with fiber optic connectivity by way of Air Advantage's fiber optic network (the "Services"). Customer agrees to pay for the Services as provided for below. Air Advantage offers three levels of the Services (check one):

Service Description	Speed	Rate
<input type="checkbox"/> Bandwidth subscription (private line access to internet, best effort delivery, unlimited data)	Up to ____ Mbps Down Up to ____ Mbps Up	\$ ____ / month
<input type="checkbox"/> Dedicated access (dedicated, private line access to internet, unlimited data)	____ Mbps	\$ ____ / month
<input checked="" type="checkbox"/> Private access (private, point-to-point or point to multi-point between on-network locations)	10 Mbps	\$ 60 / month

*One-time cost to install and activate fiber at your location: \$ 1,500.00.

2. **Termination.** Continued use of the Services by Customer constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Services and to terminate your account. The term (the "Service Term") shall begin on the Effective Date and end as provided for as follows:

- a. The parties may agree, in writing, to terminate this Agreement at any time.
- b. Air Advantage may terminate this Agreement at any time and for any reason upon not less than thirty (30) days written notice to Customer of its intention to terminate.
- c. Air Advantage may terminate this Agreement at any time with or without written notice to Customer upon an Event of Default.
- d. Customer may terminate this Agreement at any time after expiration of Three (3) years after the Effective Date.
- e. This Agreement shall be deemed terminated upon Customer and Air Advantage's execution of an agreement wherein Air Advantage provides services to Customer substantially similar to the Services.

You will be responsible for any outstanding payments for the remainder of the term of your Agreement.

If services are terminated you remain responsible for payment of all fees up to the conclusion of your Service Term or if your service has extended beyond the Service Term, then for service through the conclusion of the month during which service is terminated. Any termination of this Agreement shall not relieve you from any amounts owing or other liability accruing prior to the time that such termination becomes effective.



In the event of termination, Subscriber agrees to return all equipment provided to Subscriber by Air Advantage to Air Advantage upon request, but in no event later than seven (30) days of termination of Air Advantage service. The failure to do so obligates the Subscriber to be responsible for the replacement costs of all such equipment at its retail price and to have Subscriber's account adjusted accordingly for all such amounts. PLEASE BE AWARE THAT IF YOU TERMINATE YOUR SERVICE, ALL EXISTING EMAILS MAY BE LOST.

3. Equipment Air Advantage will provide one Optical Network Terminal or other device or equipment at the customer location for connection to Air Advantage's fiber optic network (the "Network Termination"). The Network Termination will provide an Ethernet handoff to allow connection to the Customer's network. Unless otherwise agreed, Air Advantage shall not be responsible for connecting the Customer's network to the Network Termination. Check the box that applies:

Air Advantage will provide to Customer, at no additional charge, with all equipment (the "Equipment") used or required in order for Customer to receive the Services. Specifically the equipment included will be:

- 1) Optical Network Terminal (ONT)

Customer agrees to be responsible for any loss, theft or damage of the Equipment. Customer expressly disclaims any right, title, perpetual right of use or any other interest in or to the Equipment. Although, pursuant to the terms of this Agreement Air Advantage grants a revocable license to Customer to use the Equipment, the Equipment shall continue to be the property of Air Advantage.

Customer will provide all equipment used or required in order for Customer to receive the Services. Air Advantage will not be responsible (a) for any damage to, or (b) to maintain Customer's equipment.

4. Charges to Customer's Account. If, during the Service Term, Air Advantage provides Customer with additional or replacement Equipment or Customer makes changes to the Services so as to increase the level of Services, Customer's account will be charged for such Equipment or Service.

5. Charges and Payment. Recurring charges as specified in Paragraph 1, above, shall be billed by Air Advantage on a monthly basis in advance ("Monthly Recurring Charge") and non-recurring charges shall be billed in arrears. Customer shall make all payments due hereunder within 11 days after the date of Air Advantage's invoice; provided, however, that Air Advantage may, upon a failure of Customer to establish creditworthiness, in its sole discretion, include in its first invoice to Customer a deposit amount equal and applicable to the last monthly charge due for the Services. In the event Air Advantage has agreed to accept prepayment from Customer (which it may do in its sole discretion but shall not be obligated), and this Agreement is terminated prior to the period for which Customer has prepaid, Air Advantage shall return the unused portion of the prepayment, after all amounts owing Air Advantage by Customer have been satisfied.

6. Assignment. Customer may not assign, encumber or transfer its rights hereunder without the prior written approval of Air Advantage. Customer may not transfer or assign the Equipment.

7. Event of Default. An 'Event of Default' shall occur if: (i) Customer fails to make any payment required to be made by it under this Agreement and any such failure remains uncorrected for five (5) business days after receipt of written notice of such failure the date such payment was due; (ii) Customer fails to perform or observe any material term or obligation other than making payment, contained in this Agreement, and any such failure remains uncorrected for forty-five (45) calendar days after receipt of a notice from the non-defaulting party



informing the defaulting party of such failure; (iii) Customer use of the Equipment or Services in a manner that is a Prohibited Use, as set forth in Paragraph 9, below; or (iv) a voluntary proceeding shall be commenced by or an involuntary proceeding shall be commenced against either party in any jurisdiction seeking liquidation, reorganization or other relief under any bankruptcy or similar law which is not dismissed within sixty (60) calendar days of filing, either party shall make an assignment for the benefit of creditors or shall generally not agree to pay or not be able to pay its debts as they become due. THE PARTIES EXPRESSLY AGREE THAT CUSTOMER'S LOSS OF SIGNAL OR CUSTOMER'S RECEIPT OF A SIGNAL SO POOR IT IS UNAVAILABLE ("SERVICE OUTAGE") SHALL NOT CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT BUT SHALL ONLY OBLIGATE AIR ADVANTAGE TO PROVIDE OUTAGE CREDITS AS SET FORTH HEREIN.

8. Remedies.

a. Upon the happening of any Event of Default, the non-defaulting party may, in addition to any other rights it has according to law: (1) suspend its performance under this Agreement so long as such default remains uncorrected but only after providing written notice of such suspension to the defaulting party; or (2) terminate this Agreement by providing written notice of termination to the defaulting party.

b. If Customer is the defaulting party, Air Advantage may collect the total charges due from Customer in addition to terminating this Agreement.

9. Prohibited Uses. Customer shall not use the Services or the Equipment in a manner that (collectively, the "Prohibited Uses"): (a) infringes on the intellectual property rights of any third party or any rights of publicity or privacy; (b) violates any law, statute, ordinance or regulation (including without limitation, the laws and regulations governing export control, unfair competition, and to discrimination or false advertising); (c) is defamatory, trade libel, unlawfully threatening or unlawfully harassing; (d) is obscene, pornographic or indecent; (e) distributes any viruses, trojan horses, worms, time bombs, cancel-bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (f) disrupts the normal use of the system for other customers, including for example: spawning dozens of processes, consuming large amounts of memory or CPU cycles for long periods of time, attempting to access other customers' account areas or conducting prerogative activities such as mass e-mailings which may result in retaliatory actions against Provider' systems.

10. Force Majeure. Air Advantage shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to, acts of God, fire, explosion, vandalism, fiber optic cable cut, storm or other similar catastrophes, any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.

11. Service Outages and Outage Credit. In the event of a Service Outage of more than nine (9) consecutive hours in duration, pursuant to the terms and conditions contained in this Paragraph, Customer shall be provided with credit equal to that portion of the Services affected for the period of such Service Outage ("Outage Credits"). An Outage Credit shall be calculated as follows:

$$\text{Outage Credit} = \frac{(\text{Hours of outage} - 9 \text{ hours}) \times (\text{Total Monthly Recurring Charge})}{720}$$



A Service Outage shall be measured in hours and fractional portions thereof. A Service Outage shall be deemed to have: (a) commenced upon notification by Customer to Air Advantage; and (b) terminated upon restoration of the Services as evidenced by appropriate network tests by Air Advantage and Air Advantages notification to Customer. Customer may request an Outage Credit within 30 days of the Service Outage (an "Outage Credit Request"). Air Advantage shall not be required to provide Outage Credits for Service Outages more than 30 days from the date of an Outage Credit Request. Outage Credits should appear on Customer's bill for the Services within two (2) billing cycles, after the Outage Credit has been approved by Air Advantage. In no event shall Customer be entitled to or receive a cash refund as a result of a Service Outage. Outage Credits shall be Customer's sole and exclusive remedy for Service Outages. Customer shall not be entitled to Outage Credits as a result of outages due to or caused by: (i) the negligence or willful misconduct of the Customer or others authorized by Customer, including but not limited to Customer's employees; (ii) Customer's network failure; (iii) power failure; (iv) during any period in which Air Advantage is not given access to the Customer premises if necessary to resolve an outage; (v) during any period of unscheduled emergency maintenance or repair, scheduled maintenance, alteration or implementation; and (vi) during any Force Majeure Event as defined herein. Air Advantage may withhold issuance of any Outage Credits due Customer under this Agreement until any amounts past due by Customer have been paid in full.

12. Limitation of Liability. IN NO EVENT SHALL AIR ADVANTAGE OR ANY OF ITS AFFILIATES BE LIABLE TO CUSTOMER FOR ANY LOSS OF PROFIT OR REVENUE OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES INCURRED OR SUFFERED AS A RESULT OF UNAVAILABILITY OF SERVICE, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THIS AGREEMENT, EVEN IF CUSTOMER ADVISES AIR ADVANTAGE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL AIR ADVANTAGE OR ANY OF ITS AFFILIATES BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY OUTAGE OR INCORRECT OR DEFECTIVE TRANSMISSIONS, OR ANY DIRECT OR INDIRECT CONSEQUENCES THEREOF, INCURRED OR SUFFERED WHILE USING THE AIR ADVANTAGE NETWORK.

13. Disclaimer of All Warranties. AIR ADVANTAGE HEREBY DISCLAIMS ANY WARRANTIES EITHER EXPRESS, IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES, EQUIPMENT, OR FACILITIES FURNISHED PURSUANT TO THIS SERVICE AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. Miscellaneous. This Agreement and each provision hereof may be amended only by an instrument in writing signed by the parties hereto. No failure or delay on the part of either party in exercising any right hereunder and no course of dealing between the parties shall operate as a waiver of any provision hereof. In conjunction with this Agreement, each party shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations and orders of any commission or other government body. This Service agreement shall be governed by the laws of the State of Michigan. All notices shall be in writing and shall be delivered by certified mail return receipt requested or any other delivery system which is capable of providing proof of delivery. Any such notice shall be deemed effective on the date of actual delivery. All notices shall be addressed as follows, if to Air Advantage to Air Advantage, LLC, 465 N Franklin, Frankenmuth, MI 48734, Attn: Contracts Department, and if to Customer, to the Customer's billing address. This Agreement and exhibits attached hereto, all of which are incorporated by reference, comprise the complete and exclusive statement of the agreement of the parties concerning the subject matter hereof, and supersede all previous statements, representations, and agreements concerning the subject matter hereof. This Agreement may be executed



simultaneously in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the parties hereto have signed their names as of this day and year first above written.

"Air Advantage"

Air Advantage, LLC

By: _____

Its: President / CEO

Date: 6/19/2019

"Customer"

Tucola County – Michigan State Police

By: _____

Its: _____

Date: _____

Please fill out the following (Print),

Billing Address - _____

Billing Method - (Auto-Pay, E-mailed, or Mailed)

* E-mailed and mailed invoices may have a handling fee

E-Mail Address _____

(B)



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

Tuscola County

Net Asset Distribution History

2006 Distribution	\$ 1,780
2007 Distribution	\$ 6,168
2008 Distribution	\$ 22,488
2010 Distribution	\$ 18,073
2011 Distribution	\$ 48,158
2012 Distribution	\$ 69,969
2013 Distribution	\$ 23,880
2014 Distribution	\$ 61,354
2015 Distribution	\$ 79,500
2016 Distribution	\$ 35,885
2017 Distribution	\$ 30,242
2018 Distribution	\$ 95,735
2019 Distribution	\$ 113,097
Total	\$ 606,330



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Bishop permit application

2 messages


Michael Yates

Wed, Jun 19, 2019 at 9:33 AM

To: "Clayette Zechmeister (Clayette Zechmeister)" <zclay@tuscolacounty.org>

Clayette, per our conversation here is the Bishop Airport application to be submitted to the Administrator. I find these fees acceptable for the Structure Heights.

Thank You
Michael

img027.jpg
2342K

Clayette Zechmeister <zclay@tuscolacounty.org>
To: Michael Yates <asiairport@yahoo.com>

Wed, Jun 19, 2019 at 9:33 AM

Received, thank you.
[Quoted text hidden]

Clayette A. Zechmeister

Clayette A. Zechmeister
Chief Accountant, Tuscola County
125 W Lincoln St, Suite 500
Caro, MI 48723
zclay@tuscolacounty.org
voice 989-672-3710
fax 989-672-4011

Visit us Online for County Services @ www.tuscolacounty.org

CONFIDENTIALITY NOTICE

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**BISHOP INTERNATIONAL AIRPORT
HEIGHT ZONING PERMIT APPLICATION INSTRUCTIONS**

1. The following shall be submitted to the Zoning Administrator:
 - A. The Applicant shall address a letter or generate an email (hereinafter referred to as the permit application) to the Zoning Administrator, requesting a permit be issued under Joint Airport Zoning Board Ordinance No. 98-1, and addressed to the following:

Zoning Administrator
Bishop International Airport
G-3425 W. Bristol Road
Flint, MI 48507
ATTN: Joseph Medici, A.A.E.
E-Mail: jmedici@bishopairport.org

- B. The Applicant shall attach to the permit application all relevant information (e.g. exact location, height, dates & times, contact information) including a Federal Aviation Administration's (FAA's) *Determination of No Hazard to Air Navigation*.
2. Effective January 1, 2016, the Applicant shall include with the permit application a check or money order made payable to the Bishop International Airport Authority. This application fee is non-refundable. Permit fees as indicated below are *per* permit:

<u>Structure Height (AGL)</u>	<u>Application Fee</u>
Less than 50'	\$100
50' - 199'	\$150
200' - 499'	\$200
500' or greater	\$250

-
3. Upon receipt of the above information, the Zoning Administrator will either approve or deny the permit within fifteen (15) days. Failure to provide the required information will result in a denial of the permit.
4. In the event of denial, the Applicant shall have 21 days to appeal the decision of the Zoning Administrator to the Board of Appeals.

END

12/22/2015

(D)



Taking care of business

Fellowes® Microshred® 225Mi 16-Sheet 100% Jam Proof Micro-Cut Shredder

Item # 805156 Entered Item # 805156



Price

\$ 1199 .99 / each

Add Accidental Coverage (Recommended) ⓘ



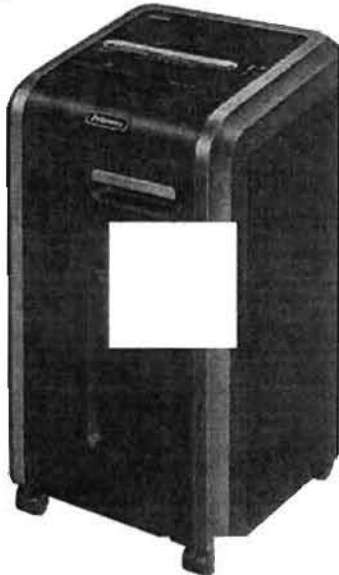
Squaretrade 2 Year Protection \$99.99

FREE DELIVERY

Estimated delivery 3-5 business days

*Inventory validated when item(s) is added to cart.

Mouse over to zoom



16 gal basket
16 sheet pass
9.5" throat
staples/credit cards, etc.



Contract Items

Description

Shreds up to 16 sheets per pass

- Designed for small- or medium-size offices. For 3 to 5 users.
- Micro-cut shredding for when confidentiality is a must.
- Shreds 16 pages into unreadable 0.08" x 0.47" pieces. Security level P-5.
- Durable cutters slice through CDs/DVDs.
- Continuous-duty motor for non-stop shredding.
- 100% Jam Proof System helps eliminate paper jams. Powers through tough jobs
- SilentShred™ offers ultra-quiet performance. Great for shared workspaces.
- SafeSense® technology stops shredding when hands touch the paper opening.
- Includes a 16-gallon waste bin. Full-basket indicator lets you know when it's time to empty.
- Energy Savings System optimizes shredder efficiency. Help to reduce energy costs.
- Manufacturer's warranty: 2-years on shredder
- 7-years on cutters.



Product Details

Item #	805156
Manufacturer #	4620001
color	Black; Dark Silver
Product Type	Commercial Shredder
throat width	9.5 in.
shred size	0.08" x 0.47" in.
wastebasket capacity	16 gal
overload protection	Yes
Full Wastebasket Indicator	Yes
manual reverse	Yes
depth	17.75 in.
height	30.75 in.
width	17.125 in.
Warranty	2-Year Limited
shredder use	CDs/DVDs; Credit Cards; Paper Clips; Staples
number of users	3-5
maximum shred speed range	16 ft/min
security level	Lvl 4 (Confidentiality Is A Must)
cut style	Micro-Cut
model	Microshred 225Mi
number of sheets per pass	16
brand name	Fellowes
dimensions	30 3/4 in. X 17 1/8 in. X 17 3/4 in.
manufacturer	FELLOWES, INC.
quantity	1
Product Name	Microshred 225Mi 100% Jam Proof Micro-Cut Shredder
Type 1	Fellowes Microshred 225Mi 100% Jam Proof Micro-Cut Shredder - Continuous Shredder - Micro Cut - 16 Per Pass - for shredding Staples, Credit Card, CD, DVD, Paper Clip, Junk Mail, Paper - 0.078" x 0.469" Shred Size - P-5 - 16 ft/min - 9.50" Throat - 16 gal Wastebin Capacity - Black, Dark Silver
Type 2	Fellowes Microshred 225Mi 100% Jam Proof Micro-Cut Shredder
Wastebin Capacity	60566.588544
Type 0	Shredder, Micro Cut, 12 Sheet Cap, 17-3/4"x17"x31", BK/SR
Type 3	Continuous Shredder - Micro Cut - 16 Per Pass - for shredding Staples, Credit Card, CD, DVD, Paper Clip,

Junk Mail, Paper - 0.078" x 0.469" Shred Size - P-5 - 16 ft/min - 9.50" Throat - 16 gal Wastebin Capacity - Black, Dark Silver

Noise Level Without Load	54
Shred Speed	81.28
Sheet Shred Capacity	16
Show More ▾	

Related Items

	Your Price
 <p>Fellowes® Powershred® Shredder Lubricant, 12 Oz Item # 365153</p>	\$10.88 /each
 <p>Shredder Oil, 4 Oz. Item # 285661</p>	\$4.49 /each

Customer Reviews



Fellowes® Microshred® 225Mi 16-Sheet 100% Jam Proof Micro-Cut Shredder
 ★★★★★ 5.0 | 2 Reviews
 2 out of 2 (100%) reviewers recommend this product

[Write a review](#)

Qty

BUDGET STATUS REPORT

Fund 244 EQUIPMENT/TECHNOLOGY FUN

Tuscola County

Department ~~304-JAIL~~

Period Ending Date: June 30, 2019

Account Number	Previous Actual	Current Year Appropriated Budget	Current Year Total Amended Budget	Month-to-date Actual	Current Year-to-date Actual	Current Budget Balance	Percentage Spent/Received
Account Name							
304-971-010 JAIL TV'S/COMPUTERS	0.00	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00%
304-971-011 JAIL TELEVISION SHIELDS	0.00	700.00	700.00	0.00	0.00	700.00	0.00%
304-971-012 SARGENTS ROOM DESKS	0.00	5,000.00	5,000.00	0.00	4,359.42	640.58	87.19%
304-971-018 MEETING ROOM FURNITURE	4,990.02	0.00	0.00	0.00	0.00	0.00	0.00%
304-973-018 JAIL CHAINS/CUFFS	5,500.00	0.00	0.00	0.00	0.00	0.00	0.00%
304-981-000 JAIL LIVESCAN	0.00	15,000.00	15,000.00	0.00	15,000.00	0.00	100.00%
304-982-018 JAIL INMATE TRANSPORT VAN	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00%
304-982-019 WORKSITE VAN	0.00	25,000.00	25,000.00	0.00	25,000.00	0.00	100.00%
426-971-018 RADIO COMMUNICATION EQUIPT	3,627.38	0.00	0.00	0.00	0.00	0.00	0.00%
965-999-215 TRANSFER OUT FOC FOR AUDIT	0.00	0.00	18,590.00	0.00	18,590.00	0.00	100.00%
965-999-239 TRANSFER OUT ANIMAL CONTROL	19,975.00	0.00	0.00	0.00	0.00	0.00	0.00%
Expenses Total	407,346.05	508,300.00	502,440.00	2,495.50	211,553.92	290,886.08	42.11%
	167,253.95	-257,800.00	-251,940.00	-2,495.50	-85,803.92	-166,136.08	34.06%
Revenues Total	574,600.00	250,500.00	250,500.00	0.00	125,750.00	124,750.00	50.20%
Expenses Fund Total	407,346.05	508,300.00	502,440.00	2,495.50	211,553.92	290,886.08	42.11%
Net (Rev/Exp)	167,253.95	-257,800.00	-251,940.00	-2,495.50	-85,803.92	-166,136.08	
Beginning/Adjusted Balance	543,531.77						
	+	YTD Revenues	YTD Expenses	Current Fund Balance			
		125,750.00	211,553.92	457,727.85			
Grand Total for Revenues	574,600.00	250,500.00	250,500.00	0.00	125,750.00	124,750.00	50.20%
Grand Total for Expenses	407,346.05	508,300.00	502,440.00	2,495.50	211,553.92	290,886.08	42.11%
Grand Total Net RevExp	167,253.95	-257,800.00	-251,940.00	-2,495.50	-85,803.92	-166,136.08	

BUDGET STATUS REPORT

Fund 244 EQUIPMENT/TECHNOLOGY FUN

Tuscola County

Period Ending Date: June 30, 2019

Department

Account Number	Previous Actual	Current Year Appropriated Budget	Current Year Total Amended Budget	Month-to-date Actual	Current Year-to-date Actual	Current Budget Balance	Percentage Spent/Received
Account Name							
Fund 244 EQUIPMENT/TECHNOLOGY FUN							
Fiscal Year 2019							
Revenues							
000-699-101							
OPERATING TRANSFERS IN-GENER	500,000.00	250,000.00	250,000.00	0.00	125,000.00	125,000.00	50.00%
000-699-292							
TRANSFER IN CHILD CARE FUND	71,750.00	0.00	0.00	0.00	0.00	0.00	0.00%
207-642-000							
WEAPON SALES DEPUTIES	2,850.00	500.00	500.00	0.00	750.00	-250.00	150.00%
Revenues Total	574,600.00	250,500.00	250,500.00	0.00	125,750.00	124,750.00	50.20%
Expenses							
130-970-006							
DESK	0.00	1,400.00	1,400.00	0.00	0.00	1,400.00	0.00%
130-970-007							
STUDENT DESKS	0.00	900.00	900.00	0.00	0.00	900.00	0.00%
130-970-008							
FLOOR MATS	0.00	200.00	200.00	0.00	200.00	0.00	100.00%
130-971-000							
FILE CABINETS	0.00	3,100.00	3,100.00	0.00	3,032.55	67.45	97.82%
130-971-018							
DIST CRT AMPLIFIER UPGRADE	8,995.00	0.00	0.00	0.00	0.00	0.00	0.00%
130-972-016							
CHAIRS	0.00	400.00	400.00	0.00	269.99	130.01	67.50%
130-972-018							
CIRCUIT COURT SECRETARY DESK	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00%
207-975-000							
SHERIFF FIREARMS	4,348.41	0.00	5,530.00	0.00	1,923.00	3,607.00	34.77%
223-971-018							
MICROFILMING GENERAL LEDGERS	3,105.40	0.00	0.00	0.00	0.00	0.00	0.00%
236-981-018							
KOFILE RESTORE PLAT MAPS	55,159.00	0.00	0.00	0.00	0.00	0.00	0.00%
253-971-018							
MICROFILMING TAX ROLLS	5,610.60	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00%
259-970-001							
FIREWALL	0.00	4,200.00	4,200.00	0.00	4,080.22	119.78	97.15%
259-970-003							
PRINTERS	0.00	2,000.00	2,000.00	0.00	229.99	1,770.01	11.50%
259-970-004							
LAPTOP COMPUTERS	1,778.18	7,000.00	7,000.00	0.00	1,818.99	5,181.01	25.99%
259-970-008							
INCREASE NETWORK STORAGE	0.00	8,800.00	8,800.00	0.00	0.00	8,800.00	0.00%

BUDGET STATUS REPORT

Fund 244 EQUIPMENT/TECHNOLOGY FUN

Tuscola County

Department ~~259-160~~

Period Ending Date: June 30, 2019

Account Number Account Name	Previous Actual	Current Year Appropriated Budget	Current Year Total Amended Budget	Month-to-date Actual	Current Year-to-date Actual	Current Budget Balance	Percentage Spent/Received
259-971-000 WORKSTATIONS VARIOUS DEPTS	84.40	17,000.00	17,000.00	0.00	15,750.70	1,249.30	92.65%
259-971-019 FOC SECURITY AUDIT SOFTWARE	0.00	45,000.00	0.00	0.00	0.00	0.00	0.00%
259-972-019 REPLACE INFRASTRUCTURE	0.00	38,000.00	38,000.00	0.00	1,800.00	36,200.00	4.74%
259-973-019 GIS LARGE FORMAT PRINTER	0.00	4,500.00	4,500.00	0.00	4,500.00	0.00	100.00%
259-974-018 UPGRADE BOARD ROOM PROJECT	8,120.00	0.00	0.00	0.00	0.00	0.00	0.00%
259-974-019 BS&A ACCOUNTING/BUDGETING SC	0.00	0.00	180,000.00	0.00	50,760.00	129,240.00	28.20%
259-975-018 REPLACE CONTENT FILTERS	9,955.02	0.00	0.00	0.00	0.00	0.00	0.00%
259-976-018 VOIP MOSQUITO AND DOC	11,530.82	0.00	0.00	0.00	0.00	0.00	0.00%
259-980-017 ANIMAL CONTROL SECURITY	0.00	17,000.00	17,000.00	0.00	15,964.00	1,036.00	93.91%
259-982-001 IT SERVERS	0.00	26,000.00	26,000.00	0.00	25,175.71	824.29	96.83%
259-988-018 REPLACE CORE SWITCHING EQUIP	95,811.93	0.00	0.00	0.00	0.00	0.00	0.00%
259-989-018 COURTHOUSE SECURITY ENHANCE	1,686.00	0.00	0.00	0.00	0.00	0.00	0.00%
259-990-018 KRONOS TIME SYSTEM	59,234.86	180,000.00	12,520.00	0.00	5,085.01	7,434.99	40.62%
259-991-018 UPGRADE JAIL COMPUTERS	14,773.50	0.00	0.00	0.00	0.00	0.00	0.00%
259-992-018 PROBATE COURT ON-BASE	67,060.53	0.00	0.00	0.00	13,135.00	-13,135.00	100.00%
265-970-030 PICKUP TRUCK	0.00	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00%
265-970-040 PURDY BLDG COMM ROOM FURNIT	0.00	5,600.00	5,600.00	0.00	2,383.84	3,216.16	42.57%
265-971-019 PURDY BLDG SMOKE DETECTORS/I	0.00	0.00	2,500.00	2,495.50	2,495.50	4.50	99.82%
265-972-018 PAINT MAGISTRATE OFFICE	0.00	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00%
265-972-019 COURT SIGNS	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00%
265-980-018 COMPACT TRACTOR W/PLOW	0.00	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00%
275-971-010 DRAIN COMM FILE CABINETS	0.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00%

E



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Final Budget approval for this year.

Rahm Mormando <rmormando@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Thu, Jun 20, 2019 at 3:02 PM

Forgot to add that the added position is the same that we talked about to the commissioners at our last meeting about the whole budget change and the lease.

The position is 20-25 hours; \$10-12 per hour to start. Paid for by the grant. The overall budget does not change, this was an adjustment that eliminated certain things (including overtime for prisoner transport to meet me). The staffing number will change by 1, but the budget will actually be less. Some of the money for the actual office setup came from that same 29k that was set for overtime. So the FICA etc won't be needed in that. Shelly and I talked about the money part of this and I was actually was budgeting a total cost of the employee at somewhere less that \$17 per hour. That was all in and is included in my adjustments.

Let me know if you have any questions.

Thanks,
Rahm
{Quoted text hidden}

Department of Licensing and Regulatory Affairs
Michigan Indigent Defense Commission
Request for Contract Adjustment

1. Name and Address of Grantee	2. Funding Unit(s) <i>Tuscola</i>	3. Grant Number 2019-41	4. Grant/Contract Period From: <u>01/1/2019</u> To: <u>03/31/2019</u>
5. Requested Adjustment () Compliance Plan Modification () Personnel Change (X) Budget Revision () Contract Extension			
6. Requested Effective Date			
7. Explanation of Requested Revision: Provide justification for the requested revision and attach additional documents or pages if necessary. See Attached Previously submitted for approval.			


8. Budget Revision Request

Budget Category	Current Approved Budget	Budget Revision	Revised Budget Request
Personnel	103,313	(17,107)	86,206
Fringe Benefits	46,348	0	46,348
Contracts Attorneys	781,567	0	781,567
Contracts Experts and Investigators	28,750	0	28,750
Contracts Construction	3,705	0	3,705
Contracts Other		3,920	3,920
Equipment	12,330	12,487	24,817
Training/Travel	14,994	0	14,994
Supplies/Services	2,500	700	3,200
Total	993,507	0	993,507

E. Marmoreo
3/8/19

Source of Funds	Revised Budget Request
State Grant	745,017
Local Share	248,490
Total	993,507

Rahm Mormando
Project Director Name



Signature

4.16.19

Date

Managed Assigned Counsel Administrator
Project Director Title

rmormando@tuscolacounty.org (989) 672-3799

Email/Phone contact

Planned Service Proposal



CUSTOMER COUNTY OF TUSCOLA
LOCAL JOHNSON CONTROLS OFFICE 1080 TITTABAWASSEE RD SAGINAW, MI 486041048
AGREEMENT START DATE: 08/01/2019
PROPOSAL DATE: 06/11/2019
ESTIMATE NO: 1-135LX3G9



Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.



Executive Summary

PLANNED SERVICE PROPOSAL FOR COUNTY OF TUSCOLA

Dear Mike Miller,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 2 Years starting 08/01/2019 and ending 07/31/2021.
- The agreement price for first year is \$13020.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

William Rasco
Service Manager
(866) 635-1392

Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

- 1. Identify Energy Savings Opportunities**
Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.
- 2. Reduce Future Repair Costs**
Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.
- 3. Extend Asset Life**
Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.
- 4. Ensure Productive Environments**
Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished
- 5. Promote Environmental Health and Safety**
When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.



All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.



Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.



Service Plan Methodology

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of Services and Options

Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Combustion Analysis

Combustion analysis and subsequent adjustments are critical to efficient boiler operation. Boiler fuel, whether natural gas or oil, must burn in the proper combination of fuel and air (oxygen). Poor combustion can create soot deposits on the tubes, impairing heat transfer. Incomplete combustion can also lead to the potential formation of CO (carbon monoxide); an odorless gas that can harm occupants in the mechanical room and/or building. Johnson Controls technicians will analyze the flue gas to determine if optimal fuel/air ratios are present.

Operational Visit/Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance and calibrations on the equipment controller for your mechanical equipment. The inspection includes the following tasks:

- Visual inspection of the control panel.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backup of controller program.

Advantages: Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

Operational Visit/Supervisory Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance on the supervisory controllers and servers in your Metasys system. The inspection includes the following tasks:

- Visual inspection of the control panel and cleaning as needed.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backups of controllers, objects, and server repositories.
- Review security database and ensure default passwords are changed.

Advantages: Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

Tower/Basin Cleaning

During operation, a cooling tower becomes a natural repository for wind-blown debris. This debris has a tendency to collect in the tower's sump/basin. Johnson Controls technicians will clean the tower and basin to prevent blockage and potential damage to critical system

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR COUNTY OF TUSCOLA

components. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner

Planned Service Agreement

Customer Name : COUNTY OF TUSCOLA
Address: 440 N STATE ST CARO,MI 48723-1555
Proposal Date: 06/11/2019
Estimate #: 1-135LX3G9

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 08/01/2019 and will continue until 07/31/2021 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR COUNTY OF TUSCOLA

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$13020.00. This amount will be paid to JCI in Annual installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

TUSCOLA COUNTY COURTHOUSE
125 W LINCOLN ST
CARO, MI 48723

In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: _____

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS
Inc.

By: William Rasco	By:
Signature:	Signature:
Title: Service Manager	Title:
Date:	Date:
Signature:	Customer PO#:
Title:	Date:

JCI Branch: JOHNSON CONTROLS SAGINAW TRAVERSE MI CB - 0N14
Address: 1080 TITTABAWASSEE RD
SAGINAW, MI 486041048
Branch Phone: (856) 635-1392

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1	13,020	Annually
Year2	13,541	Annually

Special Additions and Exceptions

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR COUNTY OF TUSCOLA

TERMS AND CONDITIONS
DEFINITIONS

CONNECTED SERVICES are the services and related equipment that allow JCI to access, monitor, and trend data remotely, and which may be available for certain types of Covered Equipment.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and Industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the provision of any software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P herein.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. **BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.
2. **PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement) if Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.
3. **EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.
4. **CONNECTED SERVICES.** If Customer is receiving Connected Services on any Covered Equipment as more fully described in Schedule A, Customer may be required to allow JCI to install hardware and/or software to enable communication with Customer's Covered Equipment ("Gateway Device"). In order for JCI to deliver Connected Services on the Covered Equipment, Customer shall provide a secure Internet connection to allow remote access to the Gateway Device in order to remotely access, transmit, store, and trend data for the purposes of providing Services. JCI will not use Connected Services to remotely operate or make changes to Customer's Equipment. The Gateway Device shall remain JCI's property, and JCI may upon reasonable notice remove it at any time. JCI makes no warranty or guarantee relating to the Connected Services.
5. **REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES.** If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL PREPARED FOR COUNTY OF TUSCOLA

schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

6. **CUSTOMER SERVICE INFORMATION PORTAL.** Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slots/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
 - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
 - Issues or failures not specifically covered by this Agreement; or
 - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT OBLIGATION

Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a

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breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty, if any, to Customer and such warranty remedies are exclusive for that equipment. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected. In accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done; and
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guarantee that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or

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fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and J below.

I. LIMITATION OF LIABILITY

NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS). JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE LIMITED TO \$250,000. IN NO EVENT SHALL JCI'S INDEMNIFICATION OBLIGATION EXCEED THE AMOUNTS PAID TO JCI UNDER THIS AGREEMENT OR THE AMOUNT OF INSURANCE REQUIRED BY THIS AGREEMENT, WHICHEVER IS GREATER. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI WILL NOT BE RESPONSIBLE FOR DAMAGE, LOSS, INJURY OR DELAY CAUSED BY CONDITIONS THAT ARE BEYOND THE REASONABLE CONTROL, AND WITHOUT THE INTENTIONAL MISCONDUCT OR NEGLIGENCE, OF JCI. SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO: (A) ACTS OF GOD; (B) ACTS OF GOVERNMENT AGENCIES; (C) STRIKES; (D) LABOR DISPUTES; (E) FIRE; (F) EXPLOSIONS OR CASUALTIES; (G) THEFTS; (H) VANDALISM; (I) RIOTS OR WAR; (J) TERRORISM; AND (K) UNAVAILABILITY OF PARTS, MATERIALS, OR SUPPLIES.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction, if that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERMINATION

1. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
3. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.
4. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice; provided, however, that if Customer has ordered PREMIUM COVERAGE, Customer may terminate the Agreement only upon JCI's written consent.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM").

Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities

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("Non-JCI Hazardous Materials"). Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL TERMS

Any license to or right to access JCI software products and digital or cloud services purchased under this Agreement is provided on the terms and conditions for the applicable software product or digital or cloud service set forth at <http://www.johnsoncontrols.com/buildings/legal/digital>. Such applicable software product and digital services terms are incorporated by reference herein.

Q. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

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ADDENDUM TO PSA TERMS AND CONDITIONS FOR
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. **Remote Monitoring of Alarm Signals.** If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. **Remote Monitoring Services Pricing.** Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. **Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. **False/Unnecessary Alarms; Service Calls.** At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. **Remote Monitoring of Video Monitoring Services.** During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. **Inception and conclusion of service.** Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. **Customer Equipment.** Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. **System Location.** The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital

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alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. **Images.** Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System Image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

c. **Video System Signals.** When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. JCI WILL NOT ARREST OR DETAIN ANY PERSON.

f. **Recordings.** Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. **Risk of Loss is Customer's.** JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR COUNTY OF TUSCOLA

COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]



TOWNSHIP OF WORTH

Sanilac County, Michigan
6903 S Lakeshore Rd.
Lexington, Michigan 48450

Telephone (810) 359-8852
Fax (810) 359-7027
E-mail: Clerk@worthmi.org

Philip Essenmacher, Supervisor
Jennifer Stanyer, Clerk
Jennifer Woodruff, Treasurer
Jack Wylie, Trustee
Walter Badgerow, Trustee



RESOLUTION 16-7-20-1

RESOLUTION TO ALLOW WORTH TOWNSHIP RESIDENTS AND PROPERTY OWNERS OF DETROIT EDISON TO OPT OUT OF THE SMART METER PROGRAM

Whereas Detroit Edison Company has begun the process of installing, within the boundaries of Worth Township, digital advanced meter infrastructure to be referred to in this resolution as "smart meters", and

Whereas many township residents have expressed concerns about the installation of smart meters on their homes to Worth Township officials and to the Worth Township Board, and

Whereas these residents and Township Board members have expressed concern about the alleged intrusion into their respective energy usage attributed to smart meters, and

Whereas many residential customers of Detroit Edison Company are concerned that emissions from smart meters may be attributed to serious health problems including but not limited to physiological, neurological, pulmonary, vascular, and sensory, and

Whereas Michigan House Bill 4916 was written to address the above mentioned concerns regarding smart meters and has been forwarded to the Committee on Energy Policy.

Now therefore be it resolved that the Township of Worth, Sanilac County, supports the ability of DTE Energy customers to retain their current analog meters and to opt out of the smart meter program for their homes without being subject to financial penalties and additional monthly charges.

Now therefore be it further resolved that the Worth Township Board of Trustees strongly encourages State Representative Chairman, Aric Nesbitt, of the Committee on Energy Policy, the Michigan Public Service Commission, Attorney General Bill Schuette, State Senator Phil Pavlov, and State Representative Paul Muxlow to take all regulatory procedures needed to investigate all the aforementioned information and concerns for the health, safety and welfare of our citizens and inhabitants.

Board Adoption

This Resolution shall become effective on the date of its adoption by the Worth Township Board.

RESOLVED this 20 day of July, 2016.

ATTEST AS TO ADOPTION BY THE WORTH TOWNSHIP BOARD

So Resolved:

Philip G. Essenmacher

Date 07-20-16

Supervisor: Philip G. Essenmacher

Jennifer Stanyer

Date 7/20/16

Clerk: Jennifer Stanyer

Motion to Adopt made by Board Member Badgerow Second by Board Member Woodruff

	Aye:	Nay:	Absent:
Philip Essenmacher, Supervisor	<u>X</u>	_____	_____
Jennifer Stanyer, Clerk	<u>X</u>	_____	_____
Jennifer Woodruff, Treasurer	<u>X</u>	_____	_____
Jack Wylie, Trustee	<u>X</u>	_____	_____
Walter Badgerow, Trustee	<u>X</u>	_____	_____

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of Worth, County of Sanilac, Michigan, at a Budget Meeting held on July 20, 2016 and that said meeting was given pursuant to ad in full compliance with the Open Meetings Act, being PA 267 of 1976 and that the minutes of said meeting were kept and have been made available as required by said Act.

Jennifer Stanyer
Jennifer Stanyer - Clerk

Village of Reese
Resolution No. 13-14-01

A RESOLUTION ADDRESSING SMART METERS IN THE VILLAGE OF REESE

WHEREAS; the term *Smart Meter* often refers to an electricity meter, but it also may mean a device measuring natural gas or water consumption and;

WHEREAS; many communities across the country have joined forces to prohibit smart meters from being installed locally mostly upon the notice of higher energy bills (Cost), illness' (Health), forced installation of meter (Invasion into Home), Privacy issues (4th Amendment right to "Reasonable Expectation of Privacy"), Safety and Liability and;

WHEREAS; on March 4, 2013, the Planning Commission for the Village of Reese passed Resolution No. 2013-02 that recommended that the Village Council "*consider taking formal action to notify and ban all future use of Smart Meters within the Village of Reese*" and;

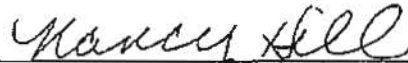
WHEREAS; the Village Council believes that additional information relating to the use of smart meters in the Village of Reese needs to be compiled prior to making a definitive decision with respect to banning the use of the devices NOW;

THEREFORE BE IT RESOLVED; that at a regularly scheduled meeting of the Reese Village Council being held on May 13, 2013, a quorum being present, a motion was made by KEAST and second by FIELBRANDT to place a moratorium on the use of "*smart meters*" within the village limits for a period of six (6) months so that the Planning Commission can continue studying the matter AND;

BE IT FURTHER RESOLVED; that the copies of this resolution be mailed to all utility companies who provide electric, gas, and water services to the Village of Reese.

Vote:

Ayes:	7
Nays:	0
Abstain:	0
Absent:	0


Nancy Hill, Village Clerk

CITY OF BROWN CITY

A Progressive Industrial and Agricultural Community

4205 Main Street, Post Office Box 99, Brown City, Michigan 48416-0099

Phone: (810) 346-2325 Fax: (810) 346-3802 email: browncty@greatlakes.net

Mayor
Christine Lee



CITY OF BROWN CITY Resolution Number: 16-04

Councilmembers:
Patricia Jacobson
Dan Louzenhiser
Ross Mcivor
Julie Miller
Alicia Parks
William Walters

City Clerk:
Juanita M. Smith

City Treasurer:
Carol Walters

City Manager:
Clint Holmes

Police Chief:
Ron Smith

DPW Foreman:
Phil Bartle

Administrative
Assistant:
David Van Cura

City Assessor:
Sanitar Assessors

A RESOLUTION TO THE MICHIGAN PUBLIC SERVICE COMMISSION EXPRESSING THE BROWN CITY COUNCIL'S CONCERN WITH THE INSTALLATION OF DTE ENERGY SMART METERS AND A REQUEST TO EXPLORE THE HEALTH AND SAFETY EFFECTS.

WHEREAS, DTE Energy has begun the installation of new meters to customers in Michigan Thumb-area communities, replacing existing meters with so-called "Smart meters," that is, electric meters which will broadcast information to the utility company using radio frequencies; and,

WHEREAS, DTE Energy has indicated that it will, at some point, begin installation of Smart meters in the City of Brown City; and,

WHEREAS, Smart meters provide a benefit to utilities by allowing remote meter reading by, among other things, eliminating the need for someone to go onto each utility customer's property to read a meter and possibly offering residents lower electric rates at non-peak times; and,

WHEREAS, a significant number of people, including residents of the City of Brown City, have expressed their concerns to this Council about potential health effects of the Smart meters, as well as other concerns regarding their universal deployment in the City; and,

WHEREAS, although the City Council is informed that it is without jurisdiction to directly regulate Smart meters, exclusive jurisdiction over them residing with the Michigan Public Service Commission ("MPSC"), the City Council believes it is appropriate to assist its citizens in obtaining consideration of their issues by requesting careful review thereof by the MPSC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROWN CITY that:

1. The Michigan Public Service Commission is hereby requested to perform a careful analysis of the potential health and safety effects which may result from the universal installation of Smart meters for electric and gas utilities.
2. The MPSC is further requested to consider delaying the deployment of Smart meters pending a conclusion by the MPSC, following careful study and review that such meters are safe and will have neither short-term nor long-term negative consequences to the health of the citizens of the City of Brown city and the State of Michigan generally.

3. The MPSC is asked to carefully examine other concerns regarding the deployment of Smart meters as may be submitted to them by residents of the City of Brown City and the State of Michigan, so as to insure that all aspects of the issues are considered before final determination is made, with respect to such deployment.
4. The MPSC is further asked to consider requiring public utilities to allow customers with appropriate medical documentation of their individualized risks to opt out of Smart meter installation at their homes.
5. The Michigan Public Service Commission is hereby requested to perform a careful analysis of the potential privacy issues regarding available and future "Smart meter" technology.
6. All resolutions inconsistent with the foregoing resolution be and the same hereby are repealed, to the extent of such inconsistency.

The foregoing Resolution was offered on May 9, 2016, by Councilmember William Walters and seconded by Councilmember Dan Loutzenhiser. There followed a Roll Call Vote with four (4) Councilmembers present:

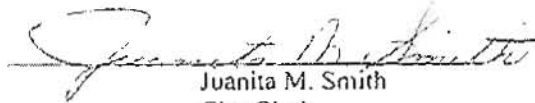
CM Jacobson-absent, CM Loutzenhiser-yes, CM McIvor-yes, CM Miller-yes, CM Parks-absent, CM Walters-yes.

Yeas: 4 Abstaining: 0

Nays: 0 Absent: 2

A QUORUM BEING PRESENT – MOTION DECLARED CARRIED.

I, Juanita M. Smith, City Clerk of the City of Brown City, hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the government of the City of Brown City, County of Sanilac, State of Michigan at a regular meeting held on May 9, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Juanita M. Smith
City Clerk
City of Brown City
Sanilac County, Michigan

**RESOLUTION SUPPORTING THE ABILITY OF CITY RESIDENTS
AND PROPERTY OWNERS TO ELECT TO OPT-OUT OF RECEIVING
ADVANCED UTILITY METERS (SMART METERS)**

The following preamble and resolution were offered by Councilmember Michael Henry, and supported by Councilmember Rick Lipan.

WHEREAS, DTE Energy SMART meters (SMART meters) are modern electric meters which send electric meter readings automatically by using a radio frequency network rather than a traditional on-site meter reading method, and

WHEREAS, DTE Energy is actively installing SMART meters throughout southeastern Michigan and has recently mailed a letter to the City of Caro pertaining to the ability of City residents to opt-out of receiving a SMART meter, and

WHEREAS, a number of City residents have expressed concerns regarding negative health conditions that may result from the use of SMART meters, the accuracy of SMART meters, and the possibility that the use of SMART meters may contribute to the loss of personal privacy, and

WHEREAS, the Michigan Public Service Commission has recently decided to investigate several aspects pertaining to the use and installation of SMART meters, and

WHEREAS, the Michigan Public Service Commission, as a component of this investigation, is requesting that utility companies disclose information regarding the potential adverse health effects associated with the use of SMART meters, and

WHEREAS, the City of Caro Council is charged with securing and defending the overall health, safety, and welfare of the residents of the City and their guests,

NOW, THEREFORE BE IT RESOLVED, that the City of Caro Council hereby supports the ability of its residents and property owners to elect to opt-out of receiving SMART meters installed.


BE IT FURTHER RESOLVED that the City of Caro Council supports the investigation by the Michigan Public Service Commission of SMART meters.

YES: Richard Pouliot, Michael Henry, Rick Lipan, Charlotte Kish

NO: Gordon Taggett, Joseph Greene

ABSENT: Amanda Langmaid

THIS RESOLUTION DECLARED ADOPTED THIS 5TH DAY OF August, 2013. I, Clerk/Treasurer of the City of Caro, State of Michigan, do hereby certify that the forgoing Resolution was duly adopted by the City of Caro Council during its regular meeting held in the Municipal Building in the City of Caro on August 5, 2013.


KAREN J SNIDER
Clerk/Treasurer

RESOLUTION: A RESOLUTION SUPPORTING MICHIGAN HOUSE BILL 4916 OR SIMILAR LEGISLATION AND SUPPORTING THE ABILITY OF TOWNSHIP RESIDENTS TO CHOOSE TO HAVE AN ANALOG ELECTRIC AND GAS METER RATHER THAN A SMART (ADVANCED) METER

WHEREAS, smart meters are computerized electric meters that send electric meter readings to the utility via radiofrequency radiation multiple times per day; and

WHEREAS, analog meters are manually read electromechanical meters that have accurately measured the electric consumption of homes and businesses for over a century; and

WHEREAS, DTE Energy ("the utility") is replacing existing utility meters with smart (a.k.a, advanced or AMI) meters; and

WHEREAS, DTE Energy plans to replace all meters with either the fully functioning smart meter or the smart meter with the radiofrequency turned off ("opt-out meter"); and

WHEREAS, the opt-out meter must be manually read in the same way analog and non-transmitting digital meters must be read; and

WHEREAS, the utility, in its testimony before the Public Service Commission in U-17053, has stated that the non-transmitting smart meter performs no functions not already performed by the analog electric meter; and

WHEREAS, the utility charges the residential customer \$67.20 to have the non-transmitting "opt-out" smart meter in place of the fully functioning smart meter; and

WHEREAS, the cost of leaving in place an existing analog meter is \$0.00, thus creating an unnecessary charge on the customer who does not wish to have a smart meter on their home or business; and

WHEREAS, some persons on fixed incomes are unable to afford the opt-out fees; and

WHEREAS, the utility does not permit businesses to opt out; and

WHEREAS, citizens of this community have expressed many concerns about this replacement, including concerns about the health effects of radiofrequency radiation and the voltage transients and harmonics (line noise) generated by smart meters; concerns about privacy and hacking; concerns about fire safety and fire hazards; concerns about impending time-of-use rates and resultant increases in electric bills; and concerns about remote shut-off; and

WHEREAS, many residents in the State of Michigan have reported negative health symptoms after the installation of smart electric meters or non-transmitting opt-out meters on their homes; and

WHEREAS, some residents of the State of Michigan have reported that their smart meter has caught fire or exploded, or have reported flickering lights and appliance short-outs immediately after a smart meter was installed; and

WHEREAS, the Township of Vassar has worked tirelessly to attract positive investment while rejecting those that put our health, environment, and quality of life at risk; and

WHEREAS, the Vassar Township Board of Trustees is charged with securing and defending the overall health, safety, and welfare of the residents of the Township and their guests; and

WHEREAS, the electromagnetic frequencies emitted and generated by these meters have been shown by tens of thousands of scientific studies since the 1930s to harm biological systems and therefore may pose a serious long-term threat to the health of our citizens; and

WHEREAS, customers with a disability under the Americans with Disabilities Act may not be charged for accommodation of their disability; and

WHEREAS, both the non-transmitting smart meter and the analog meter accurately measure electricity usage, and whereas both must be read by a meter reader, therefore making them indistinguishable for purposes of metering customer electrical usage; and

WHEREAS, smart meters have not been mandated by the federal or state government; and

WHEREAS, our Township is committed to providing equal opportunity and quality of life for all, and to removing full barriers to participation in public life on the basis of disability; and

WHEREAS, DTE has been unresponsive to these customer concerns; and

WHEREAS, House Bill 4916 would address these concerns without impacting the utility's ability to install smart meters on the homes and businesses of those who want a smart meter;

NOW THEREFORE BE IT RESOLVED, that the Vassar Township Board of Trustees supports the ability of DTE customers to not participate in the smart meter program on their homes and businesses and to have their electricity usage measured by an analog meter, without suffering financial penalties or incurring monthly charges, as outlined in House Bill 4916, and that an analog option be offered in perpetuity to all utility customers;

NOW THEREFORE BE IT FURTHER RESOLVED, that the Vassar Township Board of Trustees calls upon the Chair of the House Energy Policy Committee, the members of the Energy Policy Committee, the state representative for our district, the state senator for our district, the Michigan Public Service Commission, and the Attorney General to do all in their power to ensure passage of House Bill 4916; and

NOW THEREFORE BE IT FURTHER RESOLVED, that the Vassar Township Board of Trustees calls upon the above-mentioned persons and governmental entities, if House Bill 4916 is not passed in this legislative session, to do all in their power to ensure passage of legislation in the future that will ensure that utility customers have the right to have an analog meter on their homes or

businesses to measure electricity usage, without suffering financial penalties or incurring monthly charges, and that an analog option be offered in perpetuity to all utility customers.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Township of Vassar urges DTE to permit those customers who wish to have their electricity usage measured by an analog meter to do so without suffering financial penalties or incurring monthly charges.

The foregoing resolution was offered by Board Member Michael Clinesmith and seconded by Board Member Bob Forbes.

Upon roll call vote, the following voted "Aye" (5): Gray, Tester, Forbes, Clinesmith, Stack

"Nay" (0): NONE

The Supervisor declared the resolution adopted.


Vassar Township Clerk

CERTIFICATE

I, Michael Clinesmith, the duly elected and acting Clerk of Vassar Township, hereby certify that the foregoing resolution was adopted by the Township Board of said Township at the special meeting of said Board held on June 3, 2016, at which meeting a quorum was present, by a roll call vote of said members as hereinbefore set forth; that said resolution was ordered to take immediate effect.


Vassar Township Clerk

RESIDENTIAL PRICING OPTIONS



WHOLE HOUSE RATE OPTIONS

These service rates are provided through one meter to a single or double occupancy dwelling.

Residential Electric Service Rate

Power Supply Charges:

First 17 kWh per day	
Capacity Energy	3.065¢ per kWh
Non-Capacity Energy	4.767¢ per kWh

Additional kWh

Capacity Energy	4.590¢ per kWh
Non-Capacity Energy	4.767¢ per kWh

Delivery Charges:

Service Charge	\$7.50 per month
RIA Credit*	\$7.50 per month
Distribution kWh	5.430¢ per kWh

Time of Day Rate**

On-peak hours: Monday-Friday 11 a.m. to 7 p.m.

Power Supply Charges:

June through October

All on-peak kWh	
Capacity Energy	12.048¢ per kWh
Non-Capacity Energy	4.757¢ per kWh

All off-peak kWh

Capacity Energy	0.900¢ per kWh
Non-Capacity Energy	4.757¢ per kWh

November through May

All on-peak kWh	
Capacity Energy	9.440¢ per kWh
Non-Capacity Energy	4.757¢ per kWh

All off-peak kWh

Capacity Energy	0.679¢ per kWh
Non-Capacity Energy	4.757¢ per kWh

Delivery Charges:

Service Charge	\$7.50 per month
Distribution kWh (Year-round)	5.430¢ per kWh

Dynamic Peak Pricing Rate**

This rate features three price tiers, as well as, Critical Peak prices for days when Critical Peak events are called. It requires your home to have the advanced electric meter.

Power Supply Charges:

On-peak Monday - Friday 3 p.m. to 7 p.m.

All on-peak kWh	
Capacity Energy	9.759¢ per kWh
Non-Capacity Energy	4.049¢ per kWh

Mid-peak Monday - Friday 7 a.m. to 3 p.m. & 7 p.m. to 11 p.m.

All mid-peak kWh	
Capacity Energy	4.005¢ per kWh
Non-Capacity Energy	4.049¢ per kWh

Off-peak 11 p.m. to 7 a.m. and all day Saturday, Sunday and designated holidays

All off-peak kWh	
Capacity Energy	0.554¢ per kWh
Non-Capacity Energy	4.049¢ per kWh

(Critical Peak events during on-peak hours Monday - Friday, limited to 80 hours per year, with advance notice)

All critical-peak kWh	\$0.91 per kWh
Non-Capacity Energy	4.049¢ per kWh

Delivery Charges:

Distribution kWh	5.430¢ per kWh
Service charge	\$7.50 per month

Space Heating Rate

Applied only to permanently installed electric space heating served through one meter. (Only available to households served on this rate prior to December 17, 2015.)

Power Supply Charges:

June through October

First 17 kWh per day	
Capacity Energy	3.217¢ per kWh
Non-Capacity Energy	4.616¢ per kWh

Additional kWh

Capacity Energy	4.741¢ per kWh
Non-Capacity Energy	4.616¢ per kWh

November through May

First 20 kWh per day	
Capacity Energy	1.844¢ per kWh
Non-Capacity Energy	4.616¢ per kWh

Additional kWh

Capacity Energy	0.553¢ per kWh
Non-Capacity Energy	4.616¢ per kWh

Delivery Charges:

Service Charge	\$7.50 per month
Distribution kWh (Year-round)	5.430¢ per kWh

SUPPLEMENTAL RATE OPTIONS

Interruptible Space Conditioning Rate (CoolCurrents™)

This rate is for central air and air source heat pumps. Take advantage of a lower summer rate that can save you up to 18 percent on the cooling portion of your energy bill. When you enroll, we install a separate meter that can briefly interrupt your air conditioning to meet system or generation issues.

Power Supply Charges:

June through October

Capacity Energy	0.499¢ per kWh
Non-Capacity Energy	3.783¢ per kWh

November through May

Capacity Energy	2.973¢ per kWh
Non-Capacity Energy	3.783¢ per kWh

Delivery Charges:

Service Charge (June through October)	\$1.95 per month
Distribution kWh (Year-round)	5.430¢ per kWh

Water Heating Service Rate

This rate is available for customers who use an electric water heater for sanitary purposes.

Controlled Service (Interruptible)

Power Supply Charges:

All kWh	
Capacity Energy	1.915¢ per kWh
Non-Capacity Energy	2.546¢ per kWh

Delivery Charges:

Service Charge	\$1.95 per month
Distribution kWh	5.430¢ per kWh

Geothermal Time of Day Rate**

On-peak hours: Monday-Friday 11 a.m. to 7 p.m.

Power Supply Charges:

June through October

All on-peak kWh	
Capacity Energy	9.715¢ per kWh
Non-Capacity Energy	2.814¢ per kWh

All off-peak kWh

Capacity Energy	1.335¢ per kWh
Non-Capacity Energy	2.814¢ per kWh

November through May

All on-peak kWh	
Capacity Energy	2.600¢ per kWh
Non-Capacity Energy	2.814¢ per kWh

All off-peak kWh

Capacity Energy	1.439¢ per kWh
Non-Capacity Energy	2.814¢ per kWh

Delivery Charges:

Service Charge	6.70¢ per day
Distribution kWh (Year-round)	4.703¢ per kWh

Experimental Electric Vehicle Rate**

Option 1 Time of Day Pricing: On-peak hours: Monday-Friday 9 a.m. to 11 p.m.

Power Supply Charges:

All on-peak kWh

Capacity Energy	6.779¢ per kWh
Non-Capacity Energy	9.012¢ per kWh

All off-peak kWh

Capacity Energy	1.695¢ per kWh
Non-Capacity Energy	2.253¢ per kWh

Delivery Charges:

Service Charge	\$1.95 per month
Distribution kWh	5.430¢ per kWh

Option 2 Monthly Flat Fee (upon availability): Monthly fee of \$45.11 per vehicle including surcharges and credits.

OTHER RATE OPTIONS

Security Rate Option

Outdoor Protective Lighting - For customers who want security lighting from dusk to dawn where service is already available. Learn more at dteenergy.com/lighting.

Green Rate Options

MI GreenPower - A voluntary renewable energy program with wind and solar assets in DTE service territory for customers who desire to have a greater portion of their electric use attributed to renewable resources. Enroll and support the development of renewable energy in Michigan. Learn more at mi-greenpower.com

GreenCurrents - A voluntary Renewable Energy Certificate (REC) based renewable energy program. Enroll to promote the development and operation of renewable power facilities. Learn more at dteenergy.com/greencurrents

Net Metering - A rate option that promotes renewable resource development. If you generate electricity using renewable resources, you may receive energy credits for that power.

Retail Access Service

An Electric Choice rate.

Additional Information

- All electric rates are subject to surcharges and credits that vary by rate. The residential electric service rate offers a \$3.75 per month senior credit for head of household customers 65 years of age and over. To find out if you qualify, call 800.477.4747.
- Residential Income Credit (RIA): Customer meeting eligibility requirements will receive a \$7.50 per month credit year round. To find out if you qualify, call us at 800.477.4747.
- ** Recommended for customers who use a major portion of their electricity during off-peak hours.
- In May 2018, the Power Supply Charge was split into two line items, labeled "capacity" and "non-capacity." This new labeling does not impact the price you pay. It follows Michigan's new energy policy, and will allow DTE to charge electric choice customers for their portion of capacity costs without impacting other customers.
- The rates in this brochure are approved by the Michigan Public Service Commission and are in effect as of August 1, 2018. These rates do not include applicable surcharges, taxes and service charges. Rates may change by MPSC order. Complete rate schedules are available at dteenergy.com/rateoptions or by request at mydteenergy@dteenergy.com.

63 total price listings

RESIDENTIAL PRICING OPTIONS

WHOLE HOUSE RATE OPTIONS

These service rates are provided through one meter to a single or double occupancy dwelling.

Residential Electric Service Rate

Power Supply Charges:

First 17 kWh per day	
Capacity Energy	3.065¢ per kWh
Non-Capacity Energy	4.767¢ per kWh
Additional kWh	
Capacity Energy	4.590¢ per kWh
Non-Capacity Energy	4.767¢ per kWh



Delivery Charges:

Service Charge	\$7.50 per month
RIA Credit*	\$7.50 per month
Distribution kWh	5.430¢ per kWh

Time of Day Rate**

On-peak hours: Monday-Friday 11 a.m. to 7 p.m.

Power Supply Charges:

June through October	
All on-peak kWh	
Capacity Energy	12.048¢ per kWh
Non-Capacity Energy	4.757¢ per kWh
All off-peak kWh	
Capacity Energy	0.900¢ per kWh
Non-Capacity Energy	4.757¢ per kWh



November through May

All on-peak kWh	
Capacity Energy	9.440¢ per kWh
Non-Capacity Energy	4.757¢ per kWh
All off-peak kWh	
Capacity Energy	0.679¢ per kWh
Non-Capacity Energy	4.757¢ per kWh

Delivery Charges:

Service Charge	\$7.50 per month
Distribution kWh (Year-round)	5.430¢ per kWh

Dynamic Peak Pricing Rate**

This rate features three price tiers, as well as, Critical Peak prices for days when Critical Peak events are called. It requires your home to have the advanced electric meter.

Power Supply Charges:

On-peak Monday - Friday 3 p.m. to 7 p.m.

All on-peak kWh	
Capacity Energy	9.759¢ per kWh
Non-Capacity Energy	4.049¢ per kWh

Mid-peak Monday - Friday 7 a.m. to 3 p.m. & 7 p.m. to 11 p.m.

All mid-peak kWh	
Capacity Energy	4.005¢ per kWh
Non-Capacity Energy	4.049¢ per kWh

Off-peak 11 p.m. to 7 a.m. and all day Saturday, Sunday and designated holidays

All off-peak kWh	
Capacity Energy	0.554¢ per kWh
Non-Capacity Energy	4.049¢ per kWh

(Critical Peak events during on-peak hours Monday - Friday, limited to 80 hours per year, with advance notice)

All critical-peak kWh	\$0.91 per kWh
Non-Capacity Energy	4.049¢ per kWh

Delivery Charges:

Distribution kWh	5.430¢ per kWh
Service charge	\$7.50 per month

Space Heating Rate

Applied only to permanently installed electric space heating served through one meter. (Only available to households served on this rate prior to December 17, 2015.)



Power Supply Charges:

June through October

First 17 kWh per day	
Capacity Energy	3.217¢ per kWh
Non-Capacity Energy	4.616¢ per kWh
Additional kWh	
Capacity Energy	4.741¢ per kWh
Non-Capacity Energy	4.616¢ per kWh

November through May

First 20 kWh per day	
Capacity Energy	1.844¢ per kWh
Non-Capacity Energy	4.616¢ per kWh
Additional kWh	
Capacity Energy	0.553¢ per kWh
Non-Capacity Energy	4.616¢ per kWh

Delivery Charges:

Service Charge	\$7.50 per month
Distribution kWh (Year-round)	5.430¢ per kWh

SUPPLEMENTAL RATE OPTIONS

Interruptible Space Conditioning Rate (CoolCurrents™)

This rate is for central air and air source heat pumps. Take advantage of a lower summer rate that can save you up to 18 percent on the cooling portion of your energy bill. When you enroll, we install a separate meter that can briefly interrupt your air conditioning to meet system or generation issues.



Power Supply Charges:

June through October

Capacity Energy	0.499¢ per kWh
Non-Capacity Energy	3.783¢ per kWh

November through May

Capacity Energy	2.973¢ per kWh
Non-Capacity Energy	3.783¢ per kWh

Delivery Charges:

Service Charge	
(June through October)	\$1.95 per month
Distribution kWh (Year-round)	5.430¢ per kWh

Water Heating Service Rate

This rate is available for customers who use an electric water heater for sanitary purposes.



Controlled Service (Interruptible)

Power Supply Charges:

All kWh	
Capacity Energy	1.915¢ per kWh
Non-Capacity Energy	2.546¢ per kWh

Delivery Charges:

Service Charge	\$1.95 per month
Distribution kWh	5.430¢ per kWh

Geothermal

On-peak hours:
Power Supply

June through

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Option 1 Time

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Retail Access

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Additional Information

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* Residential Income Credit (RIA): Customer meeting eligibility requirements will receive a \$7.50 per month credit year round. To find out if you qualify, call us at 800.477.4747.

** Recommended for customers who use a major portion of their electricity during off-peak hours.

In May 2018, the Power Supply Charge was split into two line items, labeled "capacity" and "non-capacity." This new labeling does not impact the price you pay. It follows Michigan's new energy policy, and will allow capacity costs without impacting other customers.

The rates in this brochure are approved by the Michigan Public Service Commission and are in effect as of August 1, 2018. These rates do not include applicable surcharges, taxes and service charges. Rates may change by MP
dteenergy.com/rate options or by request at mydteenergy@dteenergy.com.

§ 9 Compensation of county officers.

Sec. 9. Boards of supervisors shall have exclusive power to fix the compensation of officers not otherwise provided by law.

History: Const. 1963, Art. VII, §9, Eff. Jan. 1, 1964.
Former Constitution: See Const. 1908, Art. VIII, §9.

§ 10 Removal of county seat.

Sec. 10. A county seat once established shall not be removed until the place which it is proposed to be moved shall be designated by two-thirds of the members of the board of supervisors and a majority of the electors voting thereon shall have approved the proposed location in the manner prescribed by law.

History: Const. 1963, Art. VII, §10, Eff. Jan. 1, 1964.
Former Constitution: See Const. 1908, Art. VIII, §13.

§ 11 Indebtedness, limitation.

Sec. 11. No county shall incur any indebtedness which shall increase its total debt beyond 10 percent of its assessed valuation.

History: Const. 1963, Art. VII, §11, Eff. Jan. 1, 1964.
Former Constitution: See Const. 1908, Art. VIII, §12.

§ 12 Navigable streams, permission to bridge or dam.

Sec. 12. A navigable stream shall not be bridged or dammed without permission granted by the board of supervisors of the county as provided by law, which permission shall be subject to such reasonable compensation and other conditions as may seem best suited to safeguard the rights and interests of the county and political subdivisions therein.

History: Const. 1963, Art. VII, §12, Eff. Jan. 1, 1964.
Former Constitution: See Const. 1908, Art. VIII, §14.

§ 13 Consolidation of counties, approval by electors.

Sec. 13. Two or more contiguous counties may combine into a single county if approved in each affected county by a majority of the electors voting on the question.

History: Const. 1963, Art. VII, §13, Eff. Jan. 1, 1964.

§ 14 Organization and consolidation of townships.

Sec. 14. The board of supervisors of each organized county may organize and consolidate townships under restrictions and limitations provided by law.

History: Const. 1963, Art. VII, §14, Eff. Jan. 1, 1964.
Former Constitution: See Const. 1908, Art. VIII, §15.

§ 15 County intervention in public utility service and rate proceedings.

X Sec. 15. Any county, when authorized by its board of supervisors shall have the authority to enter or to intervene in any action or certificate proceeding involving the services, charges or rates of any privately owned public utility furnishing services or commodities to rate payers within the county.

History: Const. 1963, Art. VII, §15, Eff. Jan. 1, 1964.

§ 16 Highways, bridges, culverts, airports; road tax limitation.

Sec. 16. The legislature may provide for the laying out, construction, improvement and maintenance of highways, bridges, culverts and airports by the state and by the counties and townships thereof; and may authorize counties to take charge and control of any highway within their limits for such purposes. The legislature may provide the powers and duties of counties in relation to highways, bridges, culverts and airports; may provide for county road commissioners to be appointed or elected, with powers and duties provided by law. The ad valorem property tax imposed for road purposes by any county shall not exceed in any year one-half of one percent of the assessed valuation for the preceding year.

History: Const. 1963, Art. VII, §16, Eff. Jan. 1, 1964.
Former Constitution: See Const. 1908, Art. VIII, §26.

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Jodi Fetting
Tuscola County Clerk
www.tuscolacounty.org

Tuscola County Clerk's Office



440 N. State Street
Caro, MI 48723
989-672-3780

PUBLIC NOTICE

Residents of Tuscola County please take notice

The Tuscola County Airport Zoning

Board of Appeals

Has scheduled a Meeting

To review variance applications filed

For Tuesday, June 25, 2019 at 4:30 p.m.

At the Tuscola Technology Center

1401 Cleaver Road, Caro Michigan.

**Jodi Fetting
Tuscola County Clerk
Posted: June 14, 2019**



U.S. Department
of Transportation
Federal Aviation
Administration

Airspace Policy Group

Airspace Services
800 Independence Avenue SW
Washington, DC 20591

JUN 19 2019

Alan Armstrong
2900 Chamblee-Tucker Road
Building 5, Suite 350
Atlanta, GA 30341

Dear Mr. Armstrong:

Obstruction Evaluation Case Number: 2019-AWA-2-OE
Aeronautical Study Numbers: 2018-WTE-21 through 35-OE; 2018-WTE-35-OE, 2018-WTE-38-OE, 2018-WTE-40-OE, 2018-WTE-41-OE, 2018-WTE-47 through 49-OE, 2018-WTE-55 through 60-OE, 2018-WTE-64 through 67-OE, 2018-WTE-69 through 72-OE, 2018-WTE-75-OE, 2018-WTE-3995 through 4003-OE, 2019-WTE-78 through 82-OE, and 2019-WTE-84-OE.
Wind Turbines: Caro, Michigan

We have completed our examination of your petition for discretionary review of the subject determinations issued by the Federal Aviation Administration's Obstruction Evaluation Group (OEG). The determinations address proposed wind turbines 3.27 to 9.03 4.22 nautical miles west through north of the airport reference point of the Tuscola Area Airport (CFS) in Caro, Michigan. The height of the structures range from 453 feet (ft.) to 499 ft. above ground level, and 1,104 ft. to 1,237 ft. above mean sea level. The subject aeronautical studies conclude the proposed structures would exceed obstruction standards as contained in Title 14 Code of Federal Regulations (14 CFR) part 77; however, the proposed structures were found to result in no substantial adverse effect on present and planned IFR or VFR operations. On April 3, 2019, the FAA's OEG issued Determinations of No Hazard to Air Navigation for these structures.

On May 2, the FAA received your petition. In your petition, you claim the proposed wind turbines are a hazard to air navigation, and pose a threat to CFS, based on the initial Notice of Presumed Hazard. We do not agree. The issuance of the notice of presumed hazard is the FAA's initial action that advises the structure's proponent that the wind turbines exceed the FAA's obstruction criteria in 14 CFR § 77.17. This preliminary notice is not the FAA's final agency determination and does not predict a certain result from the aeronautical study process. When a structure exceeds the obstruction standards as outlined in 14 CFR part 77, it does not mean the structure is a hazard to air navigation. Rather, it's an indication that the structure must be studied further to determine any adverse effect on operations in the navigable airspace, and whether or not the adverse effect is substantial.

The OEG follows procedures in accordance with the provisions of 14 CFR part 77, along with guidance contained in FAA Order 7400.2, paragraph 6-3-3, Determining Adverse Effect, paragraph 6-3-5, Substantial Adverse Effect, and paragraph 6-3-9, Evaluating Effect on IFR Operations.

As part of this examination, we have reviewed the determination with respect to the effect the structure would have on instrument flight rules operations, visual flight rules operations, and aircraft operating in the traffic pattern. Consequently, we agree with the OEG finding that the structure would not have an adverse effect on the safe and efficient use of the navigable airspace by aircraft and would not be a hazard to air navigation.

Your petition states that the wind turbines will cause economic impacts to the community. Environmental and economic issues, as well as compliance with federal and state grant assurances are not considered during the conduct of an aeronautical study.

You claim that Bauers Field is a public use airport, and that they did not receive distribution of the public notice. Our research revealed that there is no record for Bauers Field as a public-use airport on file with the FAA. We contacted the Detroit Airports District Office, who found that the determination for Bauers Field was terminated in 2017, when it exceeded the expiration date. Since there are no feasibility studies or proposals on record, Bauers Field would need to refile FAA Form 7480-1, Notice for Construction, Alteration and Deactivation of Airports to have a valid study on file with the FAA. In order for a proposed airport to be considered during an aeronautical study, the airport must be registered with the FAA as a public use airport. Subsequently, we find that the OEG correctly considered CFS as the closest public use airport during the aeronautical study. Additionally, our research revealed that Mr. Bauer has not signed up for a user account on the OEG's website to request notices of proposed construction or public notice information. We recommend that Mr. Bauer establish a new user account at <https://www.oaaaa.faa.gov> and request notices of proposed construction near his airport.

You also claim that the proposed wind turbines would have an actual radar effect on the Saginaw, MI (MBS) Airport Surveillance Radar (ASR-11). We do not agree. The OEG follows procedures in accordance with the provisions of 14 CFR part 77, along with guidance contained in FAA Order 7400.2, paragraphs 6-3-3, Determining Adverse Effect, and 6-3-5, Substantial Adverse Effect. Specifically, in accordance with FAA Order 7400.2, Paragraphs 6-3-6 (e), Responsibility, and 6-3-10, Evaluating Effect on Air Navigation Facilities, the FAA identifies the presence of any electromagnetic and/or physical effect a proposed obstruction may have on, among other factors, navigational facilities, ground-based primary and secondary radar, and make recommendations to eliminate adverse effect. In this case, The FAA's Technical Operations Office conducted an analysis of the proposed turbines and found that any impacts did not reach the threshold of a substantial adverse effect. This analysis included potential radar impacts and any cumulative effects of this impact. In addition, the Air Traffic Control facilities that would be impacted by the wind turbines stated they had no objections to those impacts. Consequently, we find the OEG followed the correct process and procedures, and the wind turbines were found to have no substantial adverse effects.

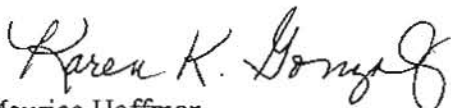
Additionally, you claim that FAA only considered seven comments instead of twelve because of an error in the aeronautical study number listed in the public notice. We agree that the public notice inadvertently listed the wrong year on page 4, which could have resulted in missing comments. During the course of our review, we reviewed all of the comments in the record and those included in the petition, and find that this information would not have changed the final outcome of the determinations.


Further, you claim that the determinations are flawed based on lighting and the lack of a conspicuity study in the determination. In this case, the sponsor has requested the use of an Aircraft Detection Lighting System (ADLS), and on page 1 of the determinations, it states that the use of ADLS is approved. ADLS are comprised of a very sophisticated sensor based system that uses detection sensors to monitor the airspace around an obstruction or group of obstructions and sends a control signal to turn on or off the obstruction lights when an aircraft is within a 3-mile range of the obstruction. This system meets FAA technical standards for lighting, and a depiction of a sample wind farm ADLS coverage map can be found in Appendix A of AC 70/7460-1L, Obstruction Marking and Lighting (see https://www.faa.gov/regulations_policies/advisory_circulars/index.cfm/go/document.information/documentID/1030047).

Lastly, you suggest that FAA determinations permit wind turbines on the premise that the operator will comply with lighting requirements. Pursuant to our regulations at 14 CFR part 77, the FAA conducts aeronautical studies of proposed structures or buildings to determine the effect on the safe and efficient use of navigable airspace, air navigation facilities or equipment. In doing so, the FAA consider factors relevant to navigable airspace including the impact on arrival, departure, and en route procedures, and may include a condition for marking and/or lighting in determinations. The FAA does not approve, license, permit or fund the proposed structure, but only determines if it would be a hazard to air navigation.

Consequently, we agree with the OEG finding that the structures would not have an adverse effect on the safe and efficient use of the navigable airspace by aircraft and would not be a hazard to air navigation. Accordingly, your request for discretionary review is denied, and the above referenced Determinations of No Hazard to Air Navigation are final. The determinations will expire on DEC 19 2020.

Sincerely,



 Maurice Hoffman
Director of Airspace Service
Air Traffic Organization

