



## MEETING AGENDA – FEBRUARY 19, 2019

BOARD ROOM  
4000 EAST RIVER ROAD NE  
ROCHESTER, MN 55906

4:00 PM

### **Call to Order**

- 1. Approval of Agenda**
- 2. Safety Moment**
- 3. Approval of Minutes**

1. Public Utility Board - Regular Meeting - Jan 29, 2019 4:00 PM

### **4. Approval of Accounts Payable**

1. a/p board listing

### **NEW BUSINESS**

#### **Open Comment Period**

*(This agenda section is for the purpose of allowing citizens to address the Utility Board. Comments are limited to 4 minutes, total comment period limited to 15 minutes. Any speakers not having the opportunity to be heard will be the first to present at the next Board meeting.)*

### **5. Consideration Of Bids**

1. Lump Sum and Hourly Power Line Clearance Tree Trimming  
Resolution: Lump Sum and Hourly Power Line Clearance Tree Trimming

### **6. Regular Agenda**

1. Master Pole Attachment Agreement  
Resolution: Master Pole Attachment Agreement
2. Establish Bulk Water Station Charges  
Resolution: Establish Charges for Bulk Water Station

### **7. Informational**

1. Rate Structure Discussion

### **8. Board Liaison Reports**

1. Board Committee Assignments 2019-2020
2. RPU Index of Board Policies

### **9. General Managers Report**

### **10. Division Reports & Metrics**

### **11. Other Business**

### **12. Adjourn**

*The agenda and board packet for Utility Board meetings are available on-line at [www.rpu.org](http://www.rpu.org) and <http://rochestercitymn.igmp2.com/Citizens/Default.aspx>*



## MEETING MINUTES – JANUARY 29, 2019

BOARD ROOM  
4000 EAST RIVER ROAD NE  
ROCHESTER, MN 55906

4:00 PM

### Call to Order

Attendee Name	Title	Status	Arrived
Brett Gorden	Board Member	Present	
Tim Haskin	Board Member	Present	
Melissa Graner Johnson	Board Vice President	Present	
Brian Morgan	Board President	Present	
Michael Wojcik	Board Member	Present	

### 1. Approval of Agenda

- Motion to:** approve the agenda as presented

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Wojcik, Board Member
<b>SECONDER:</b>	Melissa Graner Johnson, Board Vice President
<b>AYES:</b>	Gorden, Haskin, Johnson, Morgan, Wojcik

### 2. Safety Moment

President Morgan shared the Swiss Cheese Model of root cause analysis in determining the cause of safety incidents. Vice President Johnson volunteered to present the Safety Moment at the February Board meeting.

### 3. Approval of Minutes

- Public Utility Board - Regular Meeting - Dec 18, 2018 4:00 PM
- Motion to:** approve the Minutes of December 18, 2018 as presented

*President Morgan pointed out a typo in page 8 of the Minutes referring to President Browning; this will be corrected to President Morgan.*

*President Morgan took a moment to introduce new Board Member Brett Gorden, and welcomed him to the Board.*

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Melissa Graner Johnson, Board Vice President
<b>SECONDER:</b>	Tim Haskin, Board Member
<b>AYES:</b>	Gorden, Haskin, Johnson, Morgan, Wojcik

### 4. Approval of Accounts Payable

- a/p board listing
- Motion to:** approve the a/p listing as presented

*In reference to line item number 86, a payment to Journey to Growth Partnership, Board Member Michael Wojcik asked what benefit comes from being a member of Journey to Growth, and the nature of the payment. General Manager Mark Kotschevar replied that RPU made an initial five-year commitment to the*

Minutes Acceptance: Minutes of Jan 29, 2019 4:00 PM (Approval of Minutes)

program, and this represents payment for the final year. Mr. Wojcik responded that, seeing that the program has no real value, any requests to continue in the program need to be brought before the Board for approval.

President Morgan asked of the nature of line item number 4, a payment to the City of Rochester for 2018 water utility share costs. Mr. Kotschevar said this is a payment to Public Works for oversized water main and street reconstruction projects.

Vice President Johnson said it looks like RPU has moved forward in making a payment for the Lake Zumbro dredging and restoration project, noting line item number 7. Mr. Kotschevar replied yes, the project will kick off this Spring, and RPU Environmental and Regulatory Affairs Coordinator Todd Osweiler is working with Olmsted County and local contractors on behalf of RPU.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Wojcik, Board Member
<b>SECONDER:</b>	Melissa Graner Johnson, Board Vice President
<b>AYES:</b>	Gorden, Haskin, Johnson, Morgan, Wojcik

## NEW BUSINESS

### Open Comment Period

*(This agenda section is for the purpose of allowing citizens to address the Utility Board. Comments are limited to 4 minutes, total comment period limited to 15 minutes. Any speakers not having the opportunity to be heard will be the first to present at the next Board meeting.)*

President Morgan opened the meeting for public comment. One person came forward to speak. Doug Kleeschulte, of Connecticut, spoke on behalf of HomeServe USA, to offer service contracts on water, electric, heating and cooling.

## 5. Regular Agenda

### 1. Economic Development Credit Rate Tariff

*RPU Controller Bryan Blom presented a request to the Board to approve an energy credit for commercial/industrial customers who meet certain criteria. The credit is offered through Southern Minnesota Municipal Power Agency (SMMMPA) and will be available to new RPU customers with a load of 250 kW or greater, and existing customers with at least twelve months of billing history who add a new load of 250 kW. The term of the credit is five years and will decline each year. A monthly fee will be charged to participants to cover ongoing administrative costs.*

*Existing commercial/industrial customers in economic distress with a total load of 1,000 kW or more that have legitimate opportunities to move their operations out of the RPU service territory may also take advantage of the credit, with the requirement that they remain in the RPU service territory.*

*Some of the criteria to participate in the program include:*

- The customer must have received no less than \$50,000 in local, county, State of Minnesota and/or federal financial assistance for economic development or economic stimulus;*

- For load retention, the economically-distressed customer must have received economic development assistance within the 24 months prior to applying for this rate;

-The customer must sign an affidavit attesting to the fact that "but for" the rate credits, either on their own or in combination with a package of economic development or job creation incentives from local, county, State of Minnesota, and/or federal programs, the customer would not have located operations, added load or would have significantly reduced its energy consumption or shut down its facilities in the RPU service territory.

If the customer fails to meet these requirements within the first twelve months, or fails to meet the requirements in a subsequent year, the customer will no longer qualify for any further credits within the five-year term.

Mr. Blom stated the amount of the credit starts at \$0.02 cents per kilowatt hour and decreases each year thereafter.

Board Member Tim Haskin asked if the \$185 administrative fee goes to RPU or SMMMPA. It will go to RPU, said Mr. Blom. Vice President Johnson asked how RPU plans to inform the public of the credit. Mr. Blom stated that RPU's environmental advisors will be informing customers. General Manager Mark Kotschevar added that RPU will conduct marketing for the program through Rochester Area Economic Development Inc. (RAEDI). Mr. Kotschevar pointed out that the program does not apply to customers moving from one SMMMPA community to another.

The credit is effective February 5, 2019.

Resolution: Approval of Economic Development Credit Rate Tariff

*BE IT RESOLVED* by the Public Utility Board of the City of Rochester, Minnesota, with consideration that the Economic Development Credit will provide an economic benefit to qualifying customers, the requirement specified in the RPU Board Rates Policy that all proposed rate schedules will be published on the RPU web site and in the newspaper of record within five business days after the Board authorizes publication along with a schedule for the upcoming meetings where public comment is invited and the Board and Common Council will formally consider the rates for adoption, is waived.

*BE IT FURTHER RESOLVED* by the Public Utility Board of the City of Rochester, Minnesota, to approve the Economic Development Credit Rate Tariff effective February 5, 2019.

*BE IT FURTHER RESOLVED* by the Public Utility Board of the City of Rochester, Minnesota, that the Common Council of the said City is requested to approve the Economic Development Credit Rate Tariff effective February 5, 2019.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 29th day of January, 2019.

<b>RESULT:</b>	<b>COUNCIL APPROVAL [UNANIMOUS]</b>
<b>MOVER:</b>	Tim Haskin, Board Member
<b>SECONDER:</b>	Brett Gorden, Board Member
<b>AYES:</b>	Gorden, Haskin, Johnson, Morgan, Wojcik

2. FERC Case Special Capital Reserve

*RPU is currently receiving funds as a result of an ongoing FERC (Federal Energy Regulatory Commission) case to recover transmission revenue for a CapX2020 transmission line between Minnesota and Wisconsin, that was initially found in RPU's favor. This revenue, should the case and subsequent appeals not be decided in RPU's favor, is subject to refund, and therefore must be set aside in a special cash reserve. Director of Corporate Services Peter Hogan stated that RPU is presently receiving funds at the rate of \$200,000 per month, and the balance of the revenue received through December 31, 2018 is \$4.3 million. He asked the Board to approve the designation of a special capital reserve for these funds, where they will remain as unearned revenue until the FERC case is resolved.*

Resolution: FERC Case Special Capital Reserve

*BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve a designated Special Capital Reserve equal to the total cash received as part of the FERC proceedings to recover the annual transmission revenue requirement (ATRR) that is subject to refund until such time as legal counsel and management assess the likelihood of loss to be remote.*

*Passed by the Public Utility Board of the City of Rochester, Minnesota, this 29th day of January, 2019.*

<b>RESULT:</b>	<b>COUNCIL APPROVAL [UNANIMOUS]</b>
<b>MOVER:</b>	Melissa Graner Johnson, Board Vice President
<b>SECONDER:</b>	Michael Wojcik, Board Member
<b>AYES:</b>	Gorden, Haskin, Johnson, Morgan, Wojcik

3. Customer Information System (Cayenta Project)

*RPU plans to go live with its new customer care and billing system, Cayenta, on May 14, 2019. The project has experienced delays along the way, and because of the extensions has incurred additional cost to pay backfill resources and third party consultants. Manager of Marketing and External Affairs Patty Hanson asked the Board to approve the total additional cost to meet the May go-live date, including a contingency fund of \$912,085, which is included in the 2019 approved electric utility budget.*

*Board Member Tim Haskin asked if the project is nearing completion and will likely meet the target date. Director of Corporate Services Peter Hogan said the project team is preparing for end-to-end testing and is still planning on the May 14 date. President Morgan asked if there is any risk of surpassing the requested \$912,085? Mr. Hogan replied it is possible but not highly likely. Vice President Johnson inquired about the total project cost. The project initially started with a budget of \$3.577 million, said Mr. Hogan, and has now reached \$5 million-plus. If the team can't quite meet the target date, Board Member Michael Wojcik asked if management will push to go live. Ms. Hanson stated that go-live will not occur if required testing is not completed, since the new system impacts a wide spread of utility functions, everything from metering all the way down to billing.*



Resolution: Customer Information System Implementation (Cayenta)

*BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to authorize expenditures not to exceed \$912,085 for the additional costs associated with change in the implementation date of the customer information and billing system to May, 2019.*

*BE IT FURTHER RESOLVED by the Public Utility Board of the City of Rochester, Minnesota to authorize management to administer the execution of these expenditures toward the completion of the customer information and billing system implementation.*

*Passed by the Public Utility Board of the City of Rochester, Minnesota, this 29th day of January, 2019.*

<b>RESULT:</b>	<b>COUNCIL APPROVAL [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Wojcik, Board Member
<b>SECONDER:</b>	Tim Haskin, Board Member
<b>AYES:</b>	Gorden, Haskin, Johnson, Morgan, Wojcik

## 6. Informational

1. Board Responsibilities with Respect to Data Practices and Open Government

*City Attorney Jason Loos presented an informational session on how elected and appointed officials should handle government records, including electronic communication, and best practices for their involvement in government meetings according to Minnesota State law. Mr. Loos has been presenting this information to all boards and the Rochester City Council.*

2. Goals & Objectives for Rate Structure Change

*Last month, General Manager Mark Kotschevar asked Board members to share their vision of what a new RPU rate structure would look like. President Morgan drafted and distributed a rates goals/vision document that aligns potential goals with RPU's existing core values of safety, integrity, service, stewardship, accountability and skill. He had asked Board members to review the draft (shown below) and opened the floor for discussion.*

*Vice President Johnson thanked President Morgan for taking the lead, and noted that reliability is always a main goal and should be expressly stated.*

*Board Member Michael Wojcik said he'd like to keep a focus on this going forward, and set up a timeline for execution.*

*Vice President Johnson remarked that she appreciated the educational piece on time of day rates featured in RPU's monthly magazine, Plugged In, which provided useful information for customers. Board Member Brett Gorden stated that he is in favor of President's Morgan method of tying rate goals into the vision of the organization.*

*Mr. Kotschevar said that as RPU goes down the road of exploring future rate structure options, the utility will start with high level goals and narrow them down to the details. Long-term goals, such as time-of-use rates, will require new technology and software in the field, but the short-term goals are achievable. It will be an iterative process, he said, involving soliciting public input through a customer survey. He added that under the stewardship core value, there is also financial*

stewardship to consider. Board members were asked to submit any notes they may have regarding the rates goals document to the Board Secretary.

A new customer survey will be conducted around February 20, 2019, said Mr. Kotschevar, with letters sent out first informing customers. Results of the survey will be brought to the April Board meeting.

Mr. Wojcik stated he would like to add four things for the Board to consider when determining a new rate structure: 1) creating a new rate class for multi-family properties, 2) contracting directly with Center for Energy and Environment (CEE) or another local firm in order to diversify vendors for RPU's cost of service studies, 3) determine the bounds of reasonable customer charges, and 4) support doing something with inverted block rates. Other areas the Board should explore, said Mr. Wojcik, are rates for electric vehicles and home heating, as well as using GIS to target high and low load customers.

President Morgan asked if the Board will have a study session on rates in February. Mr. Kotschevar said initially there was to be a study session to review the detail of the questions for the customer survey, but that may not be the best use of time. Details of the next study session will be up to the Board members.

### **RPU Rates Goals / Vision**

I would like to align RPU's rate structure as much as possible with the organization's core values. I believe the current rates do a reasonable job of this, but am interested in seeing alternatives that further allow RPU to set the standard for service. This means listening to our customers (survey & results coming), keeping pace with changes in the industry, and ensuring any change creates a net improvement in meeting the utility's objectives. The example below illustrates my thinking of how one of the potential rates could enable us to better demonstrate our core values.

**Vision:** We will set the standard for service

#### **Core Values:**

- **Safety:** Protect Every Individual
  - o Rate should not increase risk of injury/illness to RPU employees, contractors, and customers
- **Integrity:** Demonstrate honesty, respect, and good faith
  - o Maintain rough alignment with cost of service (knowing perfect alignment is difficult)
  - o Rate should be transparent & understood by customers (even if education is required for roll out)
- **Service:** Leave every individual with a positive impression
  - o Improve the relationship between customers and the utility



- o *Enable the utility to be a central resource & knowledge center for the community on all matters related to power (EV adoption, electrification, reliability)*
  - **Stewardship:** *Protect our environment through the wise use of resources*
    - o *Reduce carbon footprint of the utility as much as possible*
      - § *Encourage conservation efforts*
      - § *Enable RPU to lower per/Btu carbon intensity*
    - o *Encourage electrification where it lowers net energy consumption (per BTU basis)*
  - **Accountability:** *Take ownership and responsibility for actions and outcomes*
    - o *Maintain or lower cost of electric service to customers*
    - o *RPU has adopted the city's Energy Action Plan. To the extent a rate structure can positively impact the goals of the EAP, we should strive to do so.*
  - **Skill:** *Improve our own and others' abilities and knowledge*
    - o *Demonstrate RPU's collective talent in delivering on the change*
- Example:**
- *Implement a time-of-use rate that provides a lower kWh cost between 10pm-6am.*
    - o *Does not negatively impact safety of employees.*
    - o *Contributes to lower peak demand and emissions that can impact public health*
    - o *Aligns with cost of service from SMMPA*
    - o *Demonstrates RPU is listening to customers (frequent public comment in favor of TOU)*
    - o *Has the potential to reduce customer bills (both overall and per/kWh)*

## 7. Board Liaison Reports

### 1. Board Committee Assignments 2019-2020

*The Board discussed the new Board committee assignments for 2019-2020. It was decided that the members of the Finance Committee will be Vice President Johnson and President Morgan, with Peter Hogan as staff liaison; the members of the Communications Committee will be Vice President Johnson and Tim Haskin, with Steven Nyhus as staff liaison; the members of the Strategic Planning Committee will be Tim Haskin, Brett Gorden, and Jeremy Sutton and Peter Hogan as staff liaisons; the members of the Operations & Administration Committee will be Tim Haskin, Vice President Johnson, and Jeremy Sutton and Sidney Jackson as staff liaisons, and the members of the Policy Committee will be Brett Gorden, President Morgan, and Mark Kotschevar as staff liaison.*

*Board Michael Wojcik suggested creating a new committee on rates. It was decided that the new Rates Committee members will be Brett Gorden and Michael Wojcik, with Mark Kotschevar as the staff liaison.*

*Mr. Wojcik made a motion to establish the five committees, with the creation of a new Rates Committee. This was seconded by Vice President Johnson. Motion passed.*

2. RPU Index of Board Policies

*In reviewing the Board's policies in line for revision, General Manager Mark Kotschevar stated that the Customer and Public Information Policy will be the next one revised. Board Member Michael Wojcik informed the Board that the Rochester City Council recently discussed video and audio recordings of public meetings and this will soon be a requirement. City staff is currently developing a plan, he said, and will likely approve a resolution in the Spring.*

*Mr. Wojcik asked if standards for transformer placement is covered in any RPU Board policies. Mr. Kotschevar replied that placement of transformers is specified in RPU's Board-approved Electric Rules and Regulations. Mr. Wojcik then asked if that includes requirements for accessibility. That would be covered by OSHA regulations, said Mr. Kotschevar. Mr. Wojcik stated he would like to see some recommendations to update those rules, saying that transformers should not be in an urban corridor. He referenced the Miracle Mile shopping center with transformers placed on the backs of buildings, and said we need to make sure RPU staff ensure that transformers are going in the right places.*

## 8. General Managers Report

General Manager Mark Kotschevar shared that RPU was served a lawsuit from a property owner in the CapX project regarding a dispute over property lines. City Attorney Jason Loos is working with an attorney representing all of the CapX litigants on behalf of the City and RPU. Mr. Kotschevar stated that the financial risk to RPU in this matter is very low.

Mr. Kotschevar and Director of Compliance and Public Affairs Steve Nyhus attended the MMUA Legislative Conference on January 29, 2019 in St. Paul, Minnesota and met with state legislators. Discussion centered around modernization of the CIP program. Mr. Kotschevar will also attend a meeting on February 4, 2019 of the MMUA/MREA CIP task force.

Mr. Kotschevar and Mr. Nyhus will attend the APPA Legislative Rally in Washington, DC on February 25-27, 2019.

RPU will be holding its annual Employee Recognition Breakfast on March 7, 2019, and Mr. Kotschevar invited Board members to attend.

The building expansion project at the RPU Customer Service Center is nearly completed, and staff is planning a ribbon cutting ceremony and tour for the Board members prior to the February 19, 2019 Board meeting.

Mr. Kotschevar attended a meeting with the City of Rochester Park & Rec department and Rochester Public Works regarding the potential removal of the Silver Lake Dam. There was preliminary discussion regarding returning the property to a nature area. RPU has expressed interest in helping to fund and facilitate the project.

Mr. Kotschevar shared that the City of Rochester announced it would be closed tomorrow due to severe cold weather. This included City Hall, City departments and RPU, with the exception of the RPU system operators and line crews who will still be working.

RPU's Westside Energy Station was recognized by the Engineering News Record magazine, and received the Award of Merit for "Utility Infrastructure". Additionally, RPU received a Diamond Designation in APPA's RP3 (Reliable Public Power Provider) program which is a national competition that benchmarks utilities across the country in the areas of safety, reliability, workforce development and system improvement. Mr. Kotschevar congratulated RPU staff for their contributions.

RPU will be conducting a new customer survey in February, and Mr. Kotschevar said customers will soon receive letters informing them of the survey. Mr. Kotschevar stated that he plans to engage City Administrator Steve Rymer and Communications & Engagement Manager Jenna Bowman and keep them informed of the survey.

## 9. Division Reports & Metrics

Board Member Michael Wojcik took note of the very impressive 99.99 percent electric utility reliability reported in the RPU Core Services division report for December 2018. He remarked that the Westside Energy Station seems like it's running a lot. Director of Power Resources Jeremy Sutton confirmed that the station's capacity factor is at 21 percent which is above the projected 6 to 7 percent.

Board Member Tim Haskin took a moment to recognize RPU staff who organized the annual Environmental Achievement Awards on January 17, 2019, saying it was a good representation of what matters to the Rochester community.

Mr. Wojcik stated that on January 7, 2019, the Rochester City Council passed the Transparency Act of 2019, establishing requirements for recording, live-streaming and archiving of all official meetings, as well as handicapped-accessibility and having set meeting times agreeable to the public.

Mr. Wojcik asked about the current status of the CIP negotiations. General Manager Mark Kotschevar stated that the task force hopes to reach an agreement on maintaining the goal of one percent energy efficiency and for the rest to go to the efficient electrification of things.

## 10. Other Business

## 11. Adjourn

*The agenda and board packet for Utility Board meetings are available on-line at [www.rpu.org](http://www.rpu.org) and <http://rochestercitymn.igmp2.com/Citizens/Default.aspx>*

Submitted by:

\_\_\_\_\_  
Secretary

Approved by the Board

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

## ACCOUNTS PAYABLE

Meeting Date: 2/19/2019

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**SUBJECT:** a/p board listing

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**PREPARED BY:** Terri Engle

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Please Approve

# **ROCHESTER PUBLIC UTILITIES**

## **A/P Board Listing By Dollar Range**

For 01/11/2019 To 02/10/2019

**Consolidated & Summarized Below 1,000**

### **Greater than 50,000 :**

SOUTHERN MN MUNICIPAL POWER A	January SMMPA Billing	7,695,209.72
MN DEPT OF REVENUE	December Sales & Use Tax	622,468.12
CONSTELLATION NEWENERGY-GAS D	Dec Gas Charges WES	160,948.14
SAP PUBLIC SERVICES INC	2019 SAP Enterprise Support	125,573.11
CONSTELLATION NEWENERGY-GAS D	Dec Gas Charges CC	90,221.85
CONSTELLATION NEWENERGY-GAS D	Natural Gas for SLP-December	87,786.46
OSI - OPEN SYSTEMS INTERNATIO	2019 Monarch Gold support and service	79,440.55
MN MUNICIPAL UTILITIES ASSN C	2019 MMUA Membership Dues	68,733.00
BORDER STATES ELECTRIC SUPPLY	480-Meter, FM2S CL200 240V 2WAY W/Disconnect	61,047.00
BORDER STATES ELECTRIC SUPPLY	360-Meter, 12S CL200 120V 2-WAY W/Disconnect	55,788.75

### **Price Range Total:**

9,047,216.70

### **5,000 to 50,000 :**

BILLTRUST dba	2019 CC/Billing/Mailing/IVR Services	48,458.50
WCG CONSULTING GROUP	Project Asst with Cayenta Implementation	39,373.01
BORDER STATES ELECTRIC SUPPLY	240-Meter, 12S CL200 120V 2-WAY W/Disconnect	37,192.50
PEOPLES ENERGY COOPERATIVE (P	January Compensatory	34,744.82
STEELCASE INC (P)	Furniture Pkg Warehouse	34,533.01
BORDER STATES ELECTRIC SUPPLY	2-Meter, Primary Cab, 200 AMP With PT/CT	32,737.87
MITSUBISHI ELECTRIC POWER PRO	2019-2021 Maint Contract SC/DR UPS	31,826.00
FRANKLIN ENERGY SERVICES LLC	2019 DSM / CIP Services	31,107.75
SPARTA CONSULTING INC	2017-19 SAP Application Support~	25,280.00
SCHMIDT GOODMAN OFFICE PRODUC	Furniture Pkg Warehouse	23,651.17
THE ENERGY AUTHORITY INC	Jan TEA Fee	22,628.17
CDW GOVERNMENT INC	18-21 Cisco Umbrella Insights License	21,469.05
EPLUS TECHNOLOGY INC	19-20 IVR Application Support (1y)	19,878.75
CENTRAL MINNESOTA MUNICIPAL P	January CMP Bill	19,200.00
U S ALLIANCE GROUP	Credit Card Processing Fee- January	18,392.59
DAKOTA SUPPLY GROUP	60-Luminaire, 108W LED, PC 120-277V, Gray	18,339.75
STUART C IRBY CO INC	2-Trans, PM, 3ph, 300kVA, 13.8/8, 208/120	18,022.00
INNOVATIVE OFFICE SOLUTIONS L	60 guest/multi-use Office chairs for Building expansion	14,958.00
INNER TITE CORP	1,000-Meter Locking Ring, Rhino	14,431.97
CENTURYLINK (P)	2018-19 Monthly Telecommunications	11,438.34
RESCO	3,958 ft-Cable in Conduit AL 600V 4/0-2/0 Tri Urd	11,108.28
RESCO	8-Arrester, 106kV, Station, W/ Ring, Poly	11,048.00
U S POSTMASTER	Survey Mailing	10,323.44
MINNESOTA ENERGY RESOURCES CO	Natural Gas for WES-December	9,130.42
INNER TITE CORP	810-Meter, Jiffy Lock Side Mount	8,844.56
A & A ELECT & UNDERGROUND CON	2017-2022 Directional Boring	8,835.50
CHS ROCHESTER	Fuel for the month of January	8,707.35
STUART C IRBY CO INC	7-Trans, PM, 1ph, 25kVA, 13.8/8, 240/120	8,421.00
WELLS FARGO BANK ACCT ANALYSI	2019 Banking Services	8,381.85
BLUESPIRE STRATEGIC MARKETING	2016 - 2019 RPU Plugged In Contract	8,000.00
THE ENERGY AUTHORITY INC	Capacity Sales	7,740.00
ASI SIGNAGE INNOVATIONS dba	Building expansion signage install	7,383.26
STUART C IRBY CO INC	5-Trans, PM, 1ph, 37.5kVA, 13.8/8, 240/120	6,995.00
ADVANTAGE DIST LLC (P)	5,000 gal-Urea 32, WES	6,465.94
NALCO COMPANY	18-DI Vessels, Anion, CC	6,444.56
FORBROOK LANDSCAPING SERVICES	Grounds maintenance	6,300.00
ROCH GOLF & COUNTRY CLUB	2018 Environmental Ach Awards Dinner	6,260.72

Attachment: AP Board CrMo (10193 : a/p board listing)

# **ROCHESTER PUBLIC UTILITIES**

## **A/P Board Listing By Dollar Range**

For 01/11/2019 To 02/10/2019

**Consolidated & Summarized Below 1,000**

55	ALL SYSTEMS INSTALLATION dba	Low Voltage SC Expansion Contract	6,082.95
56	ELECTRIC PUMP INC (P)	1-VFD, 60HP, 480V	5,731.00
57	SCHMIDT GOODMAN OFFICE PRODUC	Installation and Design	5,595.98
58	MINNESOTA CHILDRENS MUSEUM	2019 Exhibits Hosting Grant	5,250.00
59	SCHNEIDER ELECTRIC USA INC. (	1-S2400 w/5K res LX800 OFC w/firmware	5,225.00
60	BORDER STATES ELECTRIC SUPPLY	120-Meter, FM2S CL200 240V AMR	5,219.78
61	D P C INDUSTRIES INC	2019 Carus 8500 Aqua Mag F35	5,219.50
62	WRIGHT TREE SERVICE INC	2019 Hourly Tree Trimming Extension~	5,216.61
63	STUART C IRBY CO INC	1-Trans, PM, 3ph, 45kVA,13.8/8,208/120 Std	5,186.00
64	HAMILTON REAL ESTATE TRUST	EARNEST MONEY-EASTWOOD RD	5,000.00
65	PITNEY BOWES 10041747 RESERVE	Postage	5,000.00
66	KATS EXCAVATING LLC	Water SA service repair	5,000.00
67			
68		<b>Price Range Total:</b>	721,779.95
69			

### **1,000 to 5,000 :**

72	VERIZON WIRELESS	2019 Cell & iPad Monthly Service	4,884.50
73	MINNESOTA ENERGY RESOURCES CO	Natural gas-December	4,596.58
74	D P C INDUSTRIES INC	6724 lb-2019 Hydrofluorosilicic Acid - Delivered	4,588.03
75	D P C INDUSTRIES INC	25 cylinders-2019 Chlorine, 150 lb Cyl	4,545.00
76	NALCO COMPANY	55 gal-Nalco, 7293, Resin-Rinse (DEMIN)	4,530.33
77	POMPS TIRE SERVICE INC	Dismount/mount shop-tires	4,446.00
78	STUART C IRBY CO INC	20-Grd Sleeve, 1ph Trans., 37 x 43 x 15	3,990.00
79	CHS ROCHESTER	Fuel for the month of January	3,578.15
80	TWIN CITY SECURITY INC	2019 Security Services	3,532.20
81	WESCO DISTRIBUTION INC	24-Arrester, 10kV, Dist, Parking Stand	3,396.00
82	COMPUTER TASK GROUP INC	Project Coordinator for Cayenta Project	3,240.00
83	BORDER STATES ELECTRIC SUPPLY	24-Meter, FM2S CL320 240V 2-Way	2,957.19
84	RESCO	23-CT Bar Type 600/5 Small Bar	2,841.65
85	FLIR SYSTEMS - BOSTON	T440 thermal imaging camera repair	2,715.53
86	BORDER STATES ELECTRIC SUPPLY	10.2 box-Staples, 1.50x .375, Serrated Copper	2,670.81
87	FLIR SYSTEMS - BOSTON	T360 thermal camera repair	2,630.17
88	ADVANCED DISPOSAL SVC SOLID W	2019 Waste removal SC	2,594.24
89	HALO BRANDED SOLUTIONS	1,000-Powered Flashlight	2,516.91
90	CONSOLIDATED COMMUNICATIONS d	2018-20 Network and Collocation Services	2,498.31
91	NETWORKFLEET INC	2019 Monthly Charge - GPS Fleet Tracking	2,439.30
92	VIKING ELECTRIC SUPPLY INC	3,600 ft-Wire, AL, 600V, #2-#4 ACSR NEU Tri	2,404.69
93	UNITED RENTALS INC	Forklift rental for cascade creek	2,359.85
94	BASLER ELECTRIC COMPANY	1-Relay, Basler BE1-51	2,272.00
95	TIMOTHY SWANSON	CIP Conserve & Save Rebates-lighting	2,200.00
96	RESCO	18-Junction, LB, 200A, 4 Pos, w/Strap	2,176.74
97	U S A SAFETY SUPPLY	37-Flashlight, Hand Held, LED	2,092.26
98	BORDER STATES ELECTRIC SUPPLY	1,000 ft-Wire, AL, 600V, 4/0-2/0 NEU YS Tri Urd	2,070.61
99	ELITE CARD PAYMENT CENTER	Travel, PMinogue, Doble Conference Registration	2,020.00
100	ELITE CARD PAYMENT CENTER	Travel, NStillier, Doble Conference Registration	2,020.00
101	U S POSTMASTER	Acct# 732279 Permit#285-001 postage due	2,000.00
102	TEAM RHEAM PRODUCTIONS INC	Speaking Fee Workshop-Comm Cust Trade Ally Mtg	2,000.00
103	CITY OF ROCHESTER	Workers Comp 2019 1st Installment	1,945.73
104	BORDER STATES ELECTRIC SUPPLY	Fault Indicator, Underground, Small	1,920.10
105	ELITE CARD PAYMENT CENTER	Digital Certificate for security	1,913.06
106	ELITE CARD PAYMENT CENTER	Secure Site Pro- 2yr agreement	1,913.06
107	DWYER RICHARD	Cust Refund 3*511466-cancelled budget billing	1,835.27
108	NALCO COMPANY	55 gal-Sur-Gard 1700 Oxygen Scavenger DEMIN/SLP	1,825.96

Attachment: AP Board CrMo (10193 : a/p board listing)



# **ROCHESTER PUBLIC UTILITIES**

## **A/P Board Listing By Dollar Range**

For 01/11/2019 To 02/10/2019

**Consolidated & Summarized Below 1,000**

109	SCHNEIDER ELECTRIC USA INC. (	3-PCA 32ch DIN-XT 24VDC	1,710.00
110	MINNESOTA ENERGY RESOURCES CO	Gas for SLP December	1,706.02
111	INNOVATIVE OFFICE SOLUTIONS L	4-Office chairs for Building expansion	1,675.80
112	WARREN ELECTRIC CORP	Heat well casing	1,675.08
113	BORDER STATES ELECTRIC SUPPLY	12-Fuselink, 100E, SMU-20	1,663.56
114	MERRICK INC	40 cases-Paper, Copier, 8-1/2 x 11 White 20# Bond	1,662.12
115	DOWCO VALVE COMPANY INC	Labor for work done, safety equip, supplies	1,639.73
116	HARRIS ROCHESTER INC	HVAC Maintenance Agreement for semi annual serv	1,607.93
117	ELITE CARD PAYMENT CENTER	Stamp Order-Heart Blossoms 150410	1,605.00
118	HALO BRANDED SOLUTIONS	1500-Plug Cover /reflex Blue	1,597.78
119	STUART C IRBY CO INC	100-Animal Guard, 2.50"-3.50" (Guthie Guard)	1,597.78
120	ePLUS GROUP INC.	EMS Cisco Hardware and Software	1,582.86
121	SKARSHAUG TESTING LAB INC	1-Glove inflator	1,560.00
122	MINOGUE PETER	Advance for Doble Conference	1,523.50
123	MATT AND ROYAL TWO LLC	Customer Refunds 300000717646-deposit refund	1,495.81
124	WESCO DISTRIBUTION INC	1,500-Tagging, Yellow UG Cable	1,490.91
125	MATTHEW TREICHEL	House hunt/Relocation for Sys Operator P	1,458.03
126	ON SITE SANITATION INC	2019 Toilet Rental Services	1,457.85
127	ROCH SAND & GRAVEL INC	Rock loads 1/2, 1/4	1,416.25
128	ONLINE INFORMATION SERVICES I	2019 Utility Exchange Report	1,406.58
129	SCHNEIDER ELECTRIC USA INC. (	1-Kit: PC104 GPS Card w/ant & 50 ft ca	1,395.00
130	BARR ENGINEERING COMPANY (P)	Hydro Isolation Gate Redesign	1,392.00
131	LIFELINE INCORPORATED	Zoll AED Plus	1,350.00
132	ALL SYSTEMS INSTALLATION dba	Access control renovation/remodel	1,313.55
133	AUTOMATIONDIRECT.COM	2-PLC CPU Card	1,292.00
134	COOPER CROUSE-HINDS MTL INC	2-Megablock - spurguard	1,228.00
135	ELITE CARD PAYMENT CENTER	Class for Boundry Law - J Atkinson	1,205.42
136	ROCH TOOL & DIE INC	Fabricate copper parts & silver plate th	1,193.79
137	ROCHESTER ARMORED CAR CO INC	2019 Pick Up Services	1,187.24
138	ROCH FRAMING & FINE ART PRINT	Conf Room artwork	1,184.52
139	NOVASPECT INC	1-DVC6200/DVC6000, PWB kit, Puck	1,165.22
140	MINNESOTA ENERGY RESOURCES CO	Dec Gas Charges CC	1,147.28
141	GLOBAL INDUSTRIAL (P)	Telescoping safety post	1,099.80
142	VIKING ELECTRIC SUPPLY INC	20-Cable Support Bracket, 36"	1,080.00
143	MCMaster CARR SUPPLY COMPANY	7- 6ft Alumimum pipe	1,070.82
144	U S BANK	2019 RPU Pension Plan Admin Annual Fees	1,039.45
145	OPEN ACCESS TECHNOLOGY	January OATI services	1,016.67
146	OPEN ACCESS TECHNOLOGY	Monthly services-February	1,016.67
147	19TH STREET FINANCIAL PARTNER	CIP Conserve & Save Rebates-Lighting	1,007.00
148			
149		<b>Price Range Total:</b>	<b>158,077.25</b>
150			
151	<b><u>0 to 1,000 :</u></b>		
152			
153	EXPRESS SERVICES INC	Summarized transactions: 31	17,978.52
154	ELITE CARD PAYMENT CENTER	Summarized transactions: 65	10,852.60
155	REBATES	Summarized transactions: 36	6,764.23
156	BORDER STATES ELECTRIC SUPPLY	Summarized transactions: 28	6,620.14
157	Customer Refunds (CIS)	Summarized transactions: 60	6,316.94
158	U S A SAFETY SUPPLY	Summarized transactions: 25	5,336.68
159	INNOVATIVE OFFICE SOLUTIONS L	Summarized transactions: 26	4,116.16
160	RESCO	Summarized transactions: 15	3,448.71
161	MCMaster CARR SUPPLY COMPANY	Summarized transactions: 77	3,354.61
162	GRAYBAR ELECTRIC COMPANY INC	Summarized transactions: 15	3,198.37

**Attachment: AP Board CrMo (10193 : a/p board listing)**

# **ROCHESTER PUBLIC UTILITIES**

## **A/P Board Listing By Dollar Range**

For 01/11/2019 To 02/10/2019

**Consolidated & Summarized Below 1,000**

163	WESCO DISTRIBUTION INC	Summarized transactions: 22	3,089.09
164	STUART C IRBY CO INC	Summarized transactions: 15	2,986.35
165	CRESCENT ELECTRIC SUPPLY CO	Summarized transactions: 38	2,458.90
166	CINTAS CORP	Summarized transactions: 18	2,380.48
167	SCHNEIDER ELECTRIC USA INC. (	Summarized transactions: 13	2,352.16
168	CORE & MAIN LP (P)	Summarized transactions: 6	2,314.74
169	ADVANCE AUTO PARTS	Summarized transactions: 31	2,000.30
170	THOMAS TOOL & SUPPLY INC	Summarized transactions: 12	1,969.16
171	STEVE BENNING ELECTRIC	Summarized transactions: 3	1,948.05
172	HI LINE UTILITY SUPPLY CO (P)	Summarized transactions: 13	1,903.53
173	ADVANTAGE DIST LLC (P)	Summarized transactions: 6	1,761.47
174	LAWSON PRODUCTS INC (P)	Summarized transactions: 6	1,732.83
175	ALL SEASONS POWER & SPORT INC	Summarized transactions: 7	1,718.48
176	POMPS TIRE SERVICE INC	Summarized transactions: 7	1,691.97
177	DAVE SYVERSON TRUCK CENTER IN	Summarized transactions: 3	1,587.66
178	VIKING ELECTRIC SUPPLY INC	Summarized transactions: 21	1,551.45
179	METRO SALES INC	Summarized transactions: 2	1,389.22
180	JOHNSON PRINTING CO INC	Summarized transactions: 6	1,269.32
181	NETWORK SERVICES COMPANY	Summarized transactions: 7	1,223.21
182	GRAINGER INC	Summarized transactions: 5	1,167.69
183	ARNOLDS SUPPLY & KLEENIT CO (	Summarized transactions: 8	1,153.71
184	CENTURYLINK (P)	Summarized transactions: 5	1,126.14
185	FAST PHONE REPAIR LLC	Summarized transactions: 4	1,091.00
186	WERNER ELECTRIC SUPPLY	Summarized transactions: 10	1,052.86
187	MIDCONTINENT ISO INC	Summarized transactions: 1	999.35
188	ASI SIGNAGE INNOVATIONS dba	Summarized transactions: 1	998.75
189	AMARIL UNIFORM COMPANY	Summarized transactions: 10	917.75
190	AUTHORIZE.NET	Summarized transactions: 1	898.45
191	WINKELS ELECTRIC INC	Summarized transactions: 2	891.45
192	DAKOTA SUPPLY GROUP	Summarized transactions: 14	881.07
193	TABORDA SOLUTIONS INC	Summarized transactions: 1	848.80
194	FIRST CLASS PLUMBING & HEATIN	Summarized transactions: 3	785.67
195	DELL MARKETING LP	Summarized transactions: 1	782.97
196	AGRICULTURAL WEATHER INFO SER	Summarized transactions: 1	780.00
197	IDEXX DISTRIBUTION CORP	Summarized transactions: 4	777.21
198	TWIN CITY SECURITY INC	Summarized transactions: 1	756.90
199	CHS ROCHESTER	Summarized transactions: 1	745.50
200	THE ENERGY AUTHORITY INC	Summarized transactions: 1	717.48
201	BARR ENGINEERING COMPANY (P)	Summarized transactions: 1	680.00
202	INNER TITE CORP	Summarized transactions: 7	662.71
203	SCHUMACHER ELEVATOR COMPANY	Summarized transactions: 1	618.00
204	ROCH SAND & GRAVEL INC	Summarized transactions: 1	601.25
205	ROCHESTER REGIONAL SCIENCE FA	Summarized transactions: 1	600.00
206	ADVANCED DISPOSAL SVC SOLID W	Summarized transactions: 2	588.32
207	SCHAEFFER MANUFACTURING CO	Summarized transactions: 2	581.93
208	ZEE MEDICAL SERVICE INC (P)	Summarized transactions: 2	574.23
209	REINDERS INC	Summarized transactions: 1	544.11
210	QUANDT JARED	Summarized transactions: 1	540.60
211	BENSON ANTHONY	Summarized transactions: 1	530.80
212	MINNESOTA ENERGY RESOURCES CO	Summarized transactions: 3	529.45
213	ZIEGLER INC	Summarized transactions: 2	526.30
214	A T & T	Summarized transactions: 1	525.07
215	POWERMATION DIVISON	Summarized transactions: 6	499.69
216	FASTENAL COMPANY	Summarized transactions: 19	490.32

Attachment: AP Board CrMo (10193 : a/p board listing)

# **ROCHESTER PUBLIC UTILITIES**

## **A/P Board Listing By Dollar Range**

For 01/11/2019 To 02/10/2019

**Consolidated & Summarized Below 1,000**

217	FLIR SYSTEMS - BOSTON	Summarized transactions: 4	471.52
218	MERIT CONTRACTING INC (P)	Summarized transactions: 1	450.00
219	USA BLUE BOOK DBA	Summarized transactions: 2	447.69
220	AMERICAN PAYMENT CENTER	Summarized transactions: 1	441.39
221	MENARDS ROCHESTER NORTH	Summarized transactions: 6	429.34
222	MCGT ROCH-REGIONAL SCIENCE FA	Summarized transactions: 1	400.00
223	INTERSTATE MOTOR TRUCKS INC	Summarized transactions: 1	397.52
224	GRAYBAR ELECTRIC (P)	Summarized transactions: 1	385.81
225	CDW GOVERNMENT INC	Summarized transactions: 1	384.75
226	COLLINS FEED & SEED CENTER	Summarized transactions: 2	374.06
227	KAMAN INDUSTRIAL TECHNOLOGIES	Summarized transactions: 10	364.93
228	HALO BRANDED SOLUTIONS	Summarized transactions: 2	362.05
229	CENTURYLINK	Summarized transactions: 1	342.74
230	CINTAS CORP	Summarized transactions: 2	336.14
231	HACH COMPANY	Summarized transactions: 7	335.28
232	KELLY BRIAN	Summarized transactions: 1	332.20
233	ADAMSON MOTORS INC	Summarized transactions: 1	322.34
234	AUTO VALUE ROCHESTER INC	Summarized transactions: 1	314.93
235	INGERSOLL RAND COMPANY	Summarized transactions: 5	309.67
236	JETTER CLEAN INC	Summarized transactions: 1	300.00
237	STEVE BENNING ELECTRIC	Summarized transactions: 1	293.40
238	VANCO SERVICES LLC	Summarized transactions: 1	285.22
239	WARREN ELECTRIC CORP	Summarized transactions: 2	262.03
240	TECHNOLOGY FOR ENERGY CORPORA	Summarized transactions: 3	246.58
241	STEELCASE INC (P)	Summarized transactions: 1	226.79
242	KEACH TODD	Summarized transactions: 3	222.61
243	BADGER METER INC (P)	Summarized transactions: 10	212.61
244	K & S HEATING & AIR COND INC	Summarized transactions: 1	210.00
245	MISSISSIPPI WELDERS SUPPLY CO	Summarized transactions: 3	207.21
246	PROPERTY RECORDS OLMSTED COUN	Summarized transactions: 4	196.00
247	VIKING ELECTRIC SUPPLY INC	Summarized transactions: 5	194.83
248	MENARDS ROCHESTER SOUTH	Summarized transactions: 4	194.63
249	MCMASTER CARR SUPPLY COMPANY	Summarized transactions: 2	192.72
250	NEWARK	Summarized transactions: 2	184.14
251	MUELLER MATTHEW	Summarized transactions: 1	179.25
252	CONNEY SAFETY PRODUCTS LLC	Summarized transactions: 4	177.06
253	BOWMANS SAFE & LOCK SHOP LTD	Summarized transactions: 1	174.00
254	MACQUEEN EQUIPMENT	Summarized transactions: 2	171.18
255	C & N UPHOLSTERY	Summarized transactions: 1	160.31
256	THOMAS TOOL & SUPPLY INC	Summarized transactions: 2	157.28
257	VALERE MIKKI	Summarized transactions: 1	150.21
258	SKARSHAUG TESTING LAB INC	Summarized transactions: 2	149.69
259	CURVATURE INC	Summarized transactions: 1	149.63
260	AUTO ACCESSORY DISTRIBUTING I	Summarized transactions: 2	139.15
261	CORPORATE WEB SERVICES INC	Summarized transactions: 1	135.00
262	R D O - POWERPLAN OIB	Summarized transactions: 1	128.21
263	NALCO COMPANY	Summarized transactions: 1	125.00
264	CRESCENT ELECTRIC SUPPLY CO	Summarized transactions: 2	122.54
265	MOTOROLA INC	Summarized transactions: 2	121.84
266	ZIEGLER INC	Summarized transactions: 1	115.73
267	LIFELINE INCORPORATED	Summarized transactions: 2	113.92
268	RDO EQUIPMENT COMPANY	Summarized transactions: 1	111.06
269	VERIZON WIRELESS	Summarized transactions: 1	110.16
270	POWER DYNAMICS INC	Summarized transactions: 3	102.13

Attachment: AP Board CrMo (10193 : a/p board listing)

# **ROCHESTER PUBLIC UTILITIES**

## **A/P Board Listing By Dollar Range**

For 01/11/2019 To 02/10/2019

**Consolidated & Summarized Below 1,000**

271	HAWKINS INC	Summarized transactions: 2	100.00
272	MENARDS ROCHESTER NORTH	Summarized transactions: 5	95.45
273	NAPA AUTO PARTS (P)	Summarized transactions: 3	93.82
274	FIRST SUPPLY (P)	Summarized transactions: 2	89.78
275	GOODIN COMPANY	Summarized transactions: 2	86.25
276	SLEEPY EYE TELEPHONE CO	Summarized transactions: 1	84.76
277	COOPER CROUSE-HINDS MTL INC	Summarized transactions: 1	84.43
278	T E C INDUSTRIAL INC	Summarized transactions: 1	80.38
279	ASSOC OF ENERGY SERV PROFESSI	Summarized transactions: 2	80.00
280	MONSON STEVE	Summarized transactions: 1	78.88
281	JOHNSON CARY	Summarized transactions: 1	78.88
282	REBATES	Summarized transactions: 3	75.00
283	SCHMITZ WILLIAM	Summarized transactions: 1	73.00
284	GLOBAL INDUSTRIAL (P)	Summarized transactions: 1	73.00
285	ALLIED ELECTRONICS INC	Summarized transactions: 2	65.25
286	PENTEK CHARLES	Summarized transactions: 1	63.54
287	PROLINE DISTRIBUTORS	Summarized transactions: 1	62.90
288	CHARTER COMMUNICATIONS HOLDIN	Summarized transactions: 1	60.39
289	ARROW ACE HARDWARE (P)	Summarized transactions: 2	57.69
290	SUTTON JEREMY	Summarized transactions: 2	57.24
291	FASTENAL COMPANY	Summarized transactions: 1	55.59
292	NORTHERN / BLUETARP FINANCIAL	Summarized transactions: 2	53.84
293	DAKOTA SUPPLY GROUP	Summarized transactions: 2	52.10
294	NORTHERN / BLUETARP FINANCIAL	Summarized transactions: 1	49.99
295	A T & T MOBILITY	Summarized transactions: 1	46.77
296	BROBST BEN	Summarized transactions: 1	43.00
297	BRIMAR INDUSTRIES	Summarized transactions: 2	38.47
298	CENTRAL FINANCE OLMSTED COUNT	Summarized transactions: 1	36.75
299	RONCO ENGINEERING SALES INC	Summarized transactions: 1	35.89
300	WANDREY JAMIE	Summarized transactions: 1	34.85
301	PUTZIER KRISTOPHER	Summarized transactions: 1	32.00
302	FASTENAL COMPANY (P)	Summarized transactions: 1	29.97
303	MINNESOTA ENERGY RESOURCES CO	Summarized transactions: 1	27.19
304	GOPHER STATE ONE CALL	Summarized transactions: 1	25.00
305	ROCH HUMAN RESOURCES ASSOCIAT	Summarized transactions: 1	25.00
306	GOPHER STATE ONE CALL	Summarized transactions: 1	25.00
307	D P C INDUSTRIES INC	Summarized transactions: 1	22.80
308	SHERWIN WILLIAMS CO	Summarized transactions: 1	17.14
309	FASTENAL COMPANY (P)	Summarized transactions: 1	13.49
310	CITY OF ROCHESTER	Summarized transactions: 1	13.12
311	CLAREY'S SAFETY EQUIPMENT dba	Summarized transactions: 1	10.69
312	BASLER ELECTRIC COMPANY	Summarized transactions: 1	10.54
313	IDEXX DISTRIBUTION CORP	Summarized transactions: 1	10.22
314	ARROW ACE HARDWARE-ST PETER	Summarized transactions: 1	9.72
315	ARROW ACE HARDWARE (P)	Summarized transactions: 1	6.86
316	WRIGHTS SMALL ENGINE SERVICE	Summarized transactions: 1	6.40
317	NOVASPECT INC	Summarized transactions: 2	4.91
318			
319		<b>Price Range Total:</b>	147,483.28
320			
321		<b>Grand Total:</b>	10,074,557.18

Attachment: AP Board CrMo (10193 : a/p board listing)

## FOR BOARD ACTION

Agenda Item # (ID # 10143)

Meeting Date: 2/19/2019

**SUBJECT: Lump Sum and Hourly Power Line Clearance Tree Trimming**

**PREPARED BY: Mona Hoeft**

**ITEM DESCRIPTION:**

On February 5, 2019, sealed bids were received for both hourly and lump sum power line tree clearance services. The results are as follows:

	Wright Tree		Asplundh		New Age
Hourly	2019	2020	2019	2020	No Bid
Foreperson	\$48.32	\$49.82	\$53.64	\$55.34	
Trimmer	\$43.59	\$44.91	\$48.70	\$50.26	
Ground Person	\$32.33	\$33.19	\$40.37	\$41.64	
Permit Agent	\$48.32	\$49.82	\$55.24	\$56.99	
Aerial Device	\$14.40	\$14.40	\$16.30	\$16.30	
Vermeer BC Chipper	\$4.23	\$4.23	\$10.50	\$10.50	
50' backyard buck	\$19.00	\$19.00	\$34.00	\$34.00	
60-70' elevator	\$17.60	\$17.60	\$25.25	\$25.25	
split dump	\$ 8.43	\$ 8.43	\$ 8.75	\$ 8.75	
service truck	\$12.05	\$12.05	\$16.50	\$16.50	
at boom	\$22.50	\$22.50	\$42.50	\$42.50	
clam truck	\$24.31	\$24.31	\$42.00	\$42.00	

Lump Sum	Asplundh	Wright	New Age
905	\$269,050.00	<b>\$130,282.47</b>	\$215,564.00
911	\$303,651.00	\$283,979.16	<b>\$247,719.00</b>
1601	\$119,767.00	\$256,786.60	<b>\$, 85,374.00</b>
601A	\$ 43,213.00	\$ 35,953.74	<b>\$ ,24,250.00</b>
601B	<b>\$ 12,795.00</b>	\$ 18,268.14	\$ 16,620.00
601C	\$ 13,203.00	\$ 14,270.98	<b>\$ 8,800.00</b>

## FOR BOARD ACTION

Agenda Item # (ID # 10143)

Meeting Date: 2/19/2019

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601D	\$ 8,110.00	\$ 10,224.09	\$ 8,791.00
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Hourly bids are solicited using unit prices and as you can see, Wrights Tree Service is the lowest bidder in all categories for both years. Based on estimated labor and equipment hours, staff is seeking contract approval of \$532,723 for 2019 using a 10-month estimate and \$655,487 for 2020 using a 12-month estimate. Hourly crews perform day-to-day type work throughout the city based on customer requests, storm work or other areas impacted by special projects.

Lump sum work is bid based on an entire area generally seen as maintenance related. The lump sum bids include a fixed price plus a not to exceed tree removal cost for removal of trees within the easement.

RPU is exercising our right under the solicitation to issue multiple awards. All contracts will be awarded on a not to exceed basis, plus tax, as follows: Asplundh, **\$20,905**, for 601B and 601D, New Age, **\$366,143**, for 911, 1601, 601A and 601C, Wright's, **\$1,318,493**, hourly and 905 with the second year of the hourly contract subject to approval of the 2020 budget.

All bidders submitted responsive bids, met the proposal requirements and have performed well in the past. Each contract will be effective upon contract execution with lump sum work expected to be complete by the end of November. The value of the 2019 work is estimated to be \$1,050,053, plus tax, which is within the 2019 operating budget of \$1,125,000 for tree trimming services.

### UTILITY BOARD ACTION REQUESTED:

Approve a resolution to enter into three contracts as follows: 1) Asplundh Tree Expert LLC for \$20,905, 2) Wright Tree Service, Inc. for \$1,318,493, 3) New Age Tree Service of MN for \$366,143 and authorize the Mayor and City Clerk to execute the Contracts. All contracts are subject to applicable tax. The second year of Wright's hourly contract is subject to approval of the 2020 budget.





## CONTRACT

### Power Line Clearance Tree Services

THIS CONTRACT made this \_\_\_\_\_, by and between the City of Rochester, Minnesota, a Minnesota municipal corporation, acting through its Public Utility Board, hereinafter called "City", and Asplundh Tree Expert, LLC, a Pennsylvania corporation, hereinafter called "Contractor".

WHEREAS, the City has solicited a proposal from the Contractor for Power Line Clearance Tree Services described in solicitation #2018-26.

WHEREAS, the City desires to engage the services of the Contractor according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the terms and conditions contained herein, the parties hereto agree as follows.

Article I. Contract Documents. The term 'Contract Documents' shall mean this Contract, Contractor's proposal, Contractor's Exhibits or City specification, any associated amendments and any other separate document mutually agreed to and executed by the Parties that may contain, without limitation, a specific description of the statement of work, pricing assumptions, source materials and the deliverables. The Parties agree that the Contract Documents shall be incorporated as part of this Contract.

Article II. Scope of Services. The Contractor shall furnish all resources (labor, materials, equipment and supervision) for the performance of tree trimming and removal services for lines 601B and 601D described in the Contract Documents.

Article III. Payment. The City agrees to pay the Contractor at the rate set forth in the proposal and/or subsequent change orders. The sum of this Contract shall not exceed \$20,905, plus tax, for the services described herein, subject to the terms and conditions of payment described in the Contract Documents.

Article IV. Term. The term of this agreement shall commence on the date of this Contract and shall terminate on December 31, 2019. RPU reserves the right to extend this Contract, through a written amendment, with agreement of Contractor.

Article V. Disposition of Documents. It is agreed that any reports, drawings, specifications, and other data compilations developed or created as a result of the services performed pursuant to this Contract shall be and remain the sole property of City.

Article VI. Termination. Either Party may terminate this Contract upon thirty (30) days written notice served upon the other Party by registered mail. Upon expiration of such thirty (30) day period, all Work under this Contract shall cease and Contractor shall issue a

final invoice and City shall pay Contractor for all Work performed through the end of the thirty (30) day notice period.

Article VII. Jurisdiction and Venue. This contract, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this agreement shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Olmsted County.

Article VIII. Nondiscrimination. The Contractor agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. The Contractor's failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

Article IX. Concurrence. By executing this Agreement, the parties acknowledge that they: (1) enter into and execute this Agreement knowingly, voluntarily and freely of their own volition with such consultation with legal counsel as they deem appropriate; (2) have had an opportunity to consult an attorney before signing this Agreement; (3) have read this Agreement, understand all of its terms and appreciate the significance of those terms; and (4) have not relied upon any representation or statement not set forth herein.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed in their respective names the day and year first above written.

ASPLUNDH TREE EXPERT, LLC

CITY OF ROCHESTER

By

By

\_\_\_\_\_  
Keith Erickson, VP Operations

\_\_\_\_\_  
Kim Norton, Mayor

Attest

\_\_\_\_\_  
Anissa Hollingshead, City Clerk

Approved as to Form

\_\_\_\_\_  
Jason Loos, City Attorney

ROCHESTER PUBLIC UTILITIES

\_\_\_\_\_  
Mark Kotschevar, General Manager

OFFICIAL NOTIFICATION METHOD

Brian Nelson  
Asplundh Tree Expert, LLC  
4501 193<sup>rd</sup> Court NE, Ste. 180  
Circle Pines MN 55014  
bnelson@asplundh.com

Attn: Purchasing  
Rochester Public Utilities  
4000 East River Road NE  
Rochester MN 55906  
purchasing@rpu.org



## CONTRACT

### Power Line Clearance Tree Services

THIS CONTRACT made this \_\_\_\_\_, by and between the City of Rochester, Minnesota, a Minnesota municipal corporation, acting through its Public Utility Board, hereinafter called "City", and New Age Tree Service of MN, a Minnesota corporation, hereinafter called "Contractor".

WHEREAS, the City has solicited a proposal from the Contractor for Power Line Clearance Tree Services described in solicitation #2018-26.

WHEREAS, the City desires to engage the services of the Contractor according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the terms and conditions contained herein, the parties hereto agree as follows.

Article I. Contract Documents. The term 'Contract Documents' shall mean this Contract, Contractor's proposal, Contractor's Exhibits or City specification, any associated amendments and any other separate document mutually agreed to and executed by the Parties that may contain, without limitation, a specific description of the statement of work, pricing assumptions, source materials and the deliverables. The Parties agree that the Contract Documents shall be incorporated as part of this Contract.

Article II. Scope of Services. The Contractor shall furnish all resources (labor, materials, equipment and supervision) for the performance of tree trimming and removal services for lines 911, 1601, 601A and 601C described in the Contract Documents.

Article III. Payment. The City agrees to pay the Contractor at the rate set forth in the proposal and/or subsequent change orders. The sum of this Contract shall not exceed \$366,143, plus tax, for the services described herein, subject to the terms and conditions of payment described in the Contract Documents.

Article IV. Term. The term of this agreement shall commence on the date of this Contract and shall terminate on December 31, 2019. RPU reserves the right to extend this Contract, through a written amendment, with agreement of Contractor.

Article V. Disposition of Documents. It is agreed that any reports, drawings, specifications, and other data compilations developed or created as a result of the services performed pursuant to this Contract shall be and remain the sole property of City.

Article VI. Termination. Either Party may terminate this Contract upon thirty (30) days written notice served upon the other Party by registered mail. Upon expiration of such thirty (30) day period, all Work under this Contract shall cease and Contractor shall issue a

final invoice and City shall pay Contractor for all Work performed through the end of the thirty (30) day notice period.

Article VII. Jurisdiction and Venue. This contract, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this agreement shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Olmsted County.

Article VIII. Nondiscrimination. The Contractor agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. The Contractor's failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

Article IX. Concurrence. By executing this Agreement, the parties acknowledge that they: (1) enter into and execute this Agreement knowingly, voluntarily and freely of their own volition with such consultation with legal counsel as they deem appropriate; (2) have had an opportunity to consult an attorney before signing this Agreement; (3) have read this Agreement, understand all of its terms and appreciate the significance of those terms; and (4) have not relied upon any representation or statement not set forth herein.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed in their respective names the day and year first above written.

NEW AGE TREE SERVICES OF MN

CITY OF ROCHESTER

By

By

\_\_\_\_\_  
Todd Olerud, President

\_\_\_\_\_  
Kim Norton, Mayor

Attest

\_\_\_\_\_  
Anissa Hollingshead, City Clerk

Approved as to Form

\_\_\_\_\_  
Jason Loos, City Attorney

ROCHESTER PUBLIC UTILITIES

\_\_\_\_\_  
Mark Kotschevar, General Manager

OFFICIAL NOTIFICATION METHOD

Todd Olerud  
New Age Tree Service of MN  
601 E. Main St  
Spring Grove MN 55974  
newagetree@newagetree.com

Attn: Purchasing  
Rochester Public Utilities  
4000 East River Road NE  
Rochester MN 55906  
purchasing@rpu.org

19-05



## CONTRACT

### Power Line Clearance Tree Services

THIS CONTRACT made this \_\_\_\_\_, by and between the City of Rochester, Minnesota, a Minnesota municipal corporation, acting through its Public Utility Board, hereinafter called "City", and Wright Tree Service, Inc., an Iowa corporation, hereinafter called "Contractor".

WHEREAS, the City has solicited a proposal from the Contractor for Power Line Clearance Tree Services described in solicitation #2018-26.

WHEREAS, the City desires to engage the services of the Contractor according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the terms and conditions contained herein, the parties hereto agree as follows.

Article I. Contract Documents. The term 'Contract Documents' shall mean this Contract, Contractor's proposal, Contractor's Exhibits or City specification, any associated amendments and any other separate document mutually agreed to and executed by the Parties that may contain, without limitation, a specific description of the statement of work, pricing assumptions, source materials and the deliverables. The Parties agree that the Contract Documents shall be incorporated as part of this Contract.

Article II. Scope of Services. The Contractor shall furnish all resources (labor, materials, equipment and supervision) for the performance of hourly and line 905 tree trimming and removal services described in the Contract Documents.

Article III. Payment. The City agrees to pay the Contractor at the rate set forth in the proposal and/or subsequent change orders. The sum of this Contract shall not exceed \$1,318,493, plus tax, for services described herein, subject to the terms and conditions of payment described in the Contract Documents.

Article IV. Term. The term of this agreement shall commence on the date of this Contract and shall terminate on December 31, 2020, subject to approval of the annual budget. RPU reserves the right to extend this Contract, through a written amendment, with agreement of Contractor.

Article V. Disposition of Documents. It is agreed that any reports, drawings, specifications, and other data compilations developed or created as a result of the services performed pursuant to this Contract shall be and remain the sole property of City.

Article VI. Termination. Either Party may terminate this Contract upon thirty (30) days written notice served upon the other Party by registered mail. Upon expiration of such thirty (30) day period, all Work under this Contract shall cease and Contractor shall issue a

Attachment: Wright Contract (10143 : Lump Sum and Hourly Power Line Clearance Tree Trimming)

final invoice and City shall pay Contractor for all Work performed through the end of the thirty (30) day notice period.

Article VII. Jurisdiction and Venue. This contract, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this agreement shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Olmsted County.

Article VIII. Nondiscrimination. The Contractor agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. The Contractor's failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

Article IX. Concurrence. By executing this Agreement, the parties acknowledge that they: (1) enter into and execute this Agreement knowingly, voluntarily and freely of their own volition with such consultation with legal counsel as they deem appropriate; (2) have had an opportunity to consult an attorney before signing this Agreement; (3) have read this Agreement, understand all of its terms and appreciate the significance of those terms; and (4) have not relied upon any representation or statement not set forth herein.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed in their respective names the day and year first above written.

WRIGHT TREE SERVICE, INC.

By

\_\_\_\_\_  
Wade Myers, VP Division Operations

CITY OF ROCHESTER

By

\_\_\_\_\_  
Kim Norton, Mayor

Attest

\_\_\_\_\_  
Anissa Hollingshead, City Clerk

Approved as to Form

\_\_\_\_\_  
Jason Loos, City Attorney

ROCHESTER PUBLIC UTILITIES

\_\_\_\_\_  
Mark Kotschevar, General Manager

OFFICIAL NOTIFICATION METHOD

Travis Platt  
Wright Tree Service, Inc.  
5930 Grand Ave  
West Des Moines, IA 50266  
tplatt@wrighttree.com

Attn: Purchasing  
Rochester Public Utilities  
4000 East River Road NE  
Rochester MN 55906  
purchasing@rpu.org

Attachment: Wright Contract (10143 : Lump Sum and Hourly Power Line Clearance Tree Trimming)





## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve agreements as follows and authorize the Mayor and the City Clerk to execute the following agreements:

New Age Tree Service of MN not to exceed THREE HUNDRED SIXTY SIX THOUSAND, ONE HUNDRED FORTY-THREE AND 00/100 (\$366,143), plus applicable tax.

Asplundh Tree Expert, LLC not to exceed TWENTY THOUSAND, NINE HUNDRED FIVE AND 00/100 (\$20,905), plus applicable tax.

Wright Tree Service, Inc. not to exceed ONE MILLION, THREE HUNDRED EIGHTEEN THOUSAND, FOUR HUNDRED NINETY THREE AND 00/100 (\$1,318,493), plus applicable tax.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 19th day of February, 2019.

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President

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Secretary

## FOR BOARD ACTION

Agenda Item # (ID # 10168)

Meeting Date: 2/19/2019

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**SUBJECT: Master Pole Attachment Agreement**

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**PREPARED BY: Mona Hoeft**

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ITEM DESCRIPTION:

Staff has developed a new Pole Attachment Agreement for private installations of communications facilities on RPU's distribution poles. For purposes of this agreement, communications facilities means wire or cable facilities and does not include Pole or midspan mounted wireless antennas, receivers or transceivers.

This new agreement includes updated language, construction drawings, standard permit methodology and rate structure that will better accommodate all parties.

RPU provided a 14-month notice of termination to five existing entities having agreements dating back to 2002. This new agreement, expecting to be released following approval, will take effect January 1, 2020. A new Licensee, MetroNet, has received this agreement for review and it's expected their agreement will be effective sometime in March. In an attempt to further simplify the agreement process, this action seeks approval of the agreement as a Master Agreement that will allow execution without the need to bring each individual Licensee agreement forward for board approval.

MetroNet has asked that this agreement continue to move forward to prevent any delays to their schedule even though the agreement is not final. Language yet to be finalized is a requirement that all Licensee's work together when necessitated by modifications and installations and the requirement to use a licensed engineer to certify that the installation was completed according to the drawings. For this reason, staff is also asking the board to delegate approval of the final agreement to the General Manager, after consulting the City Attorney.

The City Attorney has reviewed the agreement up to this point.

UTILITY BOARD ACTION REQUESTED:

Staff requests: 1) Resolution approving the Master Pole Attachment Agreement following final review and edits delegated to the General Manager subject to City Attorney approval. (2) Approval of a resolution authorizing the Mayor and City Clerk to execute the agreements.

02/19/2019  
DRAFT

## POLE ATTACHMENT AGREEMENT

**This Pole Attachment Licensing Agreement** (the “Agreement”) made and entered into this [Insert Date], by and between the City of Rochester, a Minnesota municipal corporation, acting through its Public Utility Board, with its principal place of business in Rochester, MN, County of Olmsted, State of Minnesota, (hereinafter called “City”), and [Name of Licensee] (“the Licensee”).

### Recitals

**Whereas**, Licensee proposes to install and maintain Communications Facilities and associated communications equipment on City’s Poles to provide Communications Services to the public; and

**Whereas**, City is willing, when it may lawfully do so, to authorize a Permit for the placement or installation of Licensee’s Attachments on City’s Poles, provided that City may refuse, on a nondiscriminatory basis, to issue a Permit where there is insufficient Capacity or for reasons relating to safety, reliability, generally applicable engineering purposes, and/or any other Applicable Standard; and

**Now, therefore**, in consideration of the mutual covenants, terms and conditions and remuneration herein provided, and the rights and obligations set out below the parties agree as follows:

### Article 1 - Definitions

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined within a specific Article or Paragraph of this Agreement. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

**1.1 Affiliate:** when used in relation to Licensee, means another entity that owns or controls, is owned or controlled by, or is under common ownership or control with Licensee.

**1.2 Applicable Standards:** means all applicable engineering and safety standards governing the installation, maintenance, and operation of facilities and the performance of all work in or around electric City Facilities and includes the most current versions of National Electric Safety Code (“NESC”), the National Electrical Code (“NEC”), the regulations of the Occupational Safety and Health Administration (“OSHA”), as well as the engineering and safety standards established by the City, and communicated in writing, each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of City or other federal, state, or local authority with jurisdiction over City Facilities.

**1.3 Assigned Space:** means space on City Poles that can be used, as defined by the

Applicable Standards, for the attachment or placement of wires, cables and associated equipment for the provision of Communications Service. The neutral zone or safety space is not considered Assigned Space.

**1.4 Attaching Entity:** means any public or private entity, other than the City, pursuant to a license agreement with City, places an Attachment on City's Pole.

**1.5 Attachment(s):** means each point of contact between Licensee's Communications Facilities and the Poles, whether placed directly on the Poles or Overlashed onto an existing Attachment, but does not include a Riser or a service drop attached to a single Pole where Licensee has an existing Attachment on such Pole. Attachment(s) shall include, without limitation, the following points of strain: down guys, main line attachments, and any other attachment that could shorten the life cycle of the pole. Each attachment provides one foot of vertical space on a Pole and provides for one point of contact.

**1.6 Capacity:** means the ability of a Pole to accommodate an Attachment based on Applicable Standards, including space and loading considerations.

**1.7 City Facilities:** means all personal property and real property owned or controlled by City, including but not limited to Poles and anchors.

**1.8 Climbing Space:** means that portion of a Pole's surface and surrounding space that is free from encumbrances to enable City employees and contractors to safely climb, access, and work on City Facilities and equipment.

**1.9 Common Space:** means space on City Poles that is not used for the placement of wires or cables but which jointly benefits all users of the Poles by supporting the underlying structure and/or providing safety clearance between attaching entities and electric Utility Facilities.

**1.10 Communications Facilities:** means wire or cable facilities including but not limited to fiber optic, copper and/or coaxial cables or wires utilized to provide Communications Service including any and all associated equipment. Unless otherwise specified by the parties, the term "Communications Facilities" does not include Pole or midspan mounted wireless antennas, receivers or transceivers.

**1.11 Communications Service:** means the transmission or receipt of voice, video, data, Internet, or other forms of digital or analog signals over Communications Facilities.

**1.12 Joint Use Pole:** means a pole conforming to the latest specifications of the American Standards Association.

**1.13 National Electric Safety Code (NESC):** means the current edition published by the Institute of Electrical and Electronic Engineers (IEEE) as may be amended or supplemented from time-to-time.

**1.14 National Electric Code (NEC):** means the current edition published by the National Fire Protection Association (NFPA) as may be amended or supplemented from time-to-time.

**1.15 Make-Ready Work:** means all work that City reasonably determines to be required to accommodate Licensee's Communications Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, Pre-Construction Survey, rearrangement and/or transfer of City Facilities or existing Attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole replacement and construction.

**1.16 Midspan:** means the section of conductor, cable, or messenger wire located between two poles.

**1.17 Occupancy:** means the use or specific reservation of Assigned Space for Attachments on a City Pole.

**1.18 Overlash:** means to place an additional wire or cable Communications Facility onto an existing Attachment.

**1.19 Pedestals/Vaults/Enclosures:** means above- or below-ground housings that are not attached to City Poles but are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices, and/or to provide a service connection point (see Appendix D Specifications).

**1.20 Permit:** means written or electronic authorization (see Appendix C) by City for Licensee to make or maintain Attachments to specific City Poles pursuant to the requirements of this Agreement.

**1.21 Pole:** means a pole owned or controlled by City that is used for the distribution of electricity and/ or Communications Service and is capable of supporting Attachments for Communications Facilities.

**1.22 Post-Construction Inspection:** means the inspection required by City to determine and verify that the Attachments have been made in accordance with Applicable Standards and the Permit.

**1.23 Pre-Construction Survey:** means all work or operations required by Applicable Standards and/or City to determine the Make-Ready Work necessary to accommodate Licensee's Communications Facilities on a Pole. Such work includes, but is not limited to, field inspection. The Pre-Construction Survey shall be coordinated with the City and include Licensee's representative.

**1.24 Reserved Capacity:** means capacity or space on a Pole that City has identified and reserved for its own future City requirements at the time of the Permit grant, including the installation of communications circuits for operation of City's systems.

**1.25 Riser:** means metallic or plastic encasement materials placed vertically on the Pole to

guide and protect wires and cables.

**1.26 Tag:** means to place distinct markers (legible from the ground) on wires and cables, coded by color or other means specified by City and/or applicable federal, state or local regulations, that will readily identify the type of Attachment (e.g., cable TV, telephone, high-speed broadband data, public safety) and its owner.

## **Article 2 - Term of Agreement**

**2.1 Effective Date.** This Agreement shall become effective upon its execution and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of five (5) years (the "Initial Term"), and shall automatically renew for successive one-year terms. Either party may terminate this Agreement at the end of the Initial Term or any renewal term by giving written notice of intent to terminate the Agreement at the end of the then-current term. Such a notice must be given, in writing, at least ninety (90) calendar days prior to the end of the then-current term.

**2.2 Survival of Obligations.** Licensee's indemnity obligations shall continue after termination of this Agreement with respect to any claims or demands related to Licensee's Communications Facilities, as provided for in Article 17 (Liability and Indemnification).

## **Article 3 - Scope of Agreement**

**3.1 Grant of License.** Subject to the provisions of this Agreement, City grants Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain permitted Attachments to City's Poles.

**3.2 Parties Bound by Agreement.** Licensee and City agree to be bound by all provisions of this Agreement.

**3.3 Permit Issuance Conditions.** City will issue one or more Permit(s) to Licensee only when City determines, in its sole judgment, exercised reasonably, that (i) it has sufficient Capacity to accommodate the requested Attachment(s), (ii) Licensee meets all requirements set forth in this Agreement, (iii) such Permit(s) comply with all Applicable Standards, (iv) Licensee is current in all its obligations owed to the City.

**3.4 Assigned Space.** Access to Assigned Space on City Poles will be made available to Licensee with the understanding that such access will not be within the City's Reserved Capacity. On giving Licensee at least sixty (60) calendar days prior notice, the City may reclaim such Assigned Space anytime during the period following the installation of Licensee's Attachment in which this Agreement is effective if required for the City's future use. The City shall give Licensee the option to remove its Attachment(s) from the affected Pole(s) or to pay for the cost of any Make-Ready Work needed to expand capacity so that Licensee can maintain its Attachment on the affected Pole(s). The allocation of the cost of any such Make-Ready Work (including the transfer, rearrangement, or relocation of third-party Attachments) shall be determined in accordance with Article 10 (Modification and/or Replacements).



**3.5 No Interest in Property.** No use, however lengthy, of any City Facilities, and no payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easement or other ownership or property right of any nature in any portion of such Facilities. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of City's rights to City Facilities. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a licensee only.

**3.6 Licensee's Right to Attach.** Nothing in this Agreement, other than a Permit issued pursuant to Article 7 (Permit Application Procedures), shall be construed as granting Licensee any right to attach Licensee's Communications Facilities to any specific Pole.

**3.7 City's Rights over Poles.** The parties agree that this Agreement does not in any way limit City's right to locate, operate, maintain, or remove its Poles in the manner that will best enable it to fulfill its service requirements or to comply with any federal, state, or local legal requirement.

**3.8 City's Rights to Exclude Poles.** The parties agree that this Agreement allows the City to exclude any of its poles from joint use consideration. Refer to Appendix D for a description of poles excluded from joint use.

**3.9 Expansion of Capacity.** City will take reasonable steps to expand Pole Capacity, at Licensee's sole expense, when necessary to accommodate Licensee's request for Attachment. Notwithstanding the foregoing sentence, nothing in this Agreement shall be construed to require City to install, retain, extend, or maintain any Pole for use when such Pole is not needed for City's own service requirements.

**3.10 Other Agreements.** Except as expressly provided in this Agreement, nothing in this Agreement shall limit, restrict, or prohibit City from fulfilling any agreement or arrangement regarding its Poles into which City has previously entered, or may enter in the future, with others not party to this Agreement.

**3.11 Permitted Uses.** This Agreement is limited to the uses specifically stated in the recitals set forth above and no other use shall be allowed without City's express written consent to such use. Nothing in this Agreement shall be construed to require City to allow Licensee to use City's Poles after the termination of this Agreement.

**3.12 Overlashing.** The following provisions apply to Overlashing:

- (a) Installation of an overlash cable or wire to an existing attachment on a 100 kilovolt (kV) and above transmission pole (wood or steel construction) is strictly prohibited.
- (b) **Permit Required.** Licensee shall obtain a Permit for each Overlashing, in accordance with the requirements of Article 7 (Permit Application Procedures). Absent such authorization, Overlashing constitutes an unauthorized Attachment and is subject to removal or, at City's discretion, imposition of an Unauthorized Attachment

fee, as specified in Appendix A.

- (c) **Permitted Overlashing.** If Licensee demonstrates that the Overlashing of Licensee's Attachment(s) is required to accommodate Licensee's Communications Facilities, and such overlashing does not exceed a combined cross-sectional area of three square inches (two-inch diameter), the City shall not withhold Permits for such Overlashing if it can be done consistent with Paragraph 3.3 (Permit Issuance Conditions). Overlashing performed pursuant to this Paragraph shall not increase the annual attachment fee paid by Licensee pursuant to Appendix A. Licensee, however, shall be responsible for all Make-Ready Work and other charges associated with the Overlashing but shall not be required to pay a separate annual attachment fee for such Overlashed Attachment.
- (d) **Third Party Overlashing.** If Overlashing is required to accommodate facilities of a third party, such third party must enter into a license agreement with the City and obtain Permits and must pay a separate Attachment Fee (Appendix A) as well as the costs of all necessary Make-Ready Work required to accommodate the Overlashing. No such Permits to third parties may be granted by the City allowing Overlashing of Licensee's Communications Facilities unless Licensee has consented in writing to such Overlashing. Overlashing performed under this Paragraph shall not increase the fees and charges paid by Licensee pursuant to Appendix A. Nothing in this Agreement shall prevent Licensee from seeking a contribution from an Overlashing third party to defray fees and charges paid by Licensee.
- (e) **Make Ready Work.** Make Ready Work procedures set forth in Article 8 (Make-Ready Work/Installation) shall apply, as necessary, to all Overlashing.

**3.13 Enclosures.** Licensee shall not place Pedestals, Vaults and/or other Enclosures on or within four (4) feet of any Pole or other City Facilities without the City's prior written permission. If permission is granted to place a Pedestal, Vault and/or other Enclosure within four (4) feet of a City Pole, all such installations shall be per the Specifications in Appendix D of this Agreement. Such permission shall not be unreasonably withheld. If the City installs or relocates City Facilities within four (4) feet from Licensee's existing Pedestal, vault, and/or enclosure, Licensee shall not be in violation per Article 5.5 (Violation of Specifications) of this Agreement.

#### **Article 4 - Fees and Charges**

**4.1 Payment of Fees and Charges.** Licensee shall pay to City the fees and charges specified in Appendix A, subject to change upon a 60 days written notice, and shall comply with the terms and conditions specified in this Agreement.

**4.2 Payment Period.** Unless otherwise expressly provided, Licensee shall pay any invoice it receives from City pursuant to this Agreement within thirty (30) calendar days after City issues the invoice.

**4.3 Billing of Attachment Fee.** The City shall invoice Licensee in advance for the per-pole

attachment fee annually. The City will submit to Licensee an invoice for the annual rental period on or about January 1 of each year. The initial rental period shall commence on [Insert Date] and conclude on [Insert Date]. Attachment fees for the initial rental period will be billed on a pro-rated basis and, if applicable, attachment fees collected under a previous contract for this same initial rental period will be credited toward this billing on the same pro-rated basis. Each subsequent annual rental period shall commence on the following January 1st, and conclude on December 31st of the same year. The invoice shall set forth the total number of City Poles on which Licensee was issued and/or holds a Permit(s) for Attachments during such annual rental period, including any previously authorized and valid Permits. Attachment fees for permits issued throughout a rental period shall commence on the date of permit approval and be pro-rated for the remainder of the current rental period.

**4.4 Refunds.** No fees and charges specified in Appendix A shall be refunded on account of any surrender of a Permit granted under this Agreement, nor shall any refund be owed if a Pole is not used or abandoned by City.

**4.5 Late Charge.** If City does not receive payment for any fee or other amount owed within thirty (30) calendar days of the billing date, Licensee shall pay a late fee consistent with City policy at the time of delinquency.

**4.6 Payment for Work.** Licensee will be responsible for payment to City for all work that City or City's contractors perform pursuant to this Agreement, reasonably required, to accommodate Licensee's Communications Facilities.

**4.7 Advance Payment.** At its sole discretion, City may require that Licensee pay in advance all reasonable costs, including, but not limited to, administrative, construction, inspections, and Make-Ready Work expenses, in connection with the initial installation or rearrangement of Licensee's Communications Facilities pursuant to the procedures set forth in Articles 7 (Permit Application Procedures) and 8 (Make-Ready Work/Installation) below.

**4.8 True-Up.** Whenever City, in its reasonable discretion, requires advance payment of estimated expenses prior to undertaking an activity on behalf of Licensee and the actual cost of the activity exceeds the advance payment of estimated expenses, Licensee agrees to pay City for the difference in cost.

**4.9 Determination of Charges.** Wherever this Agreement requires Licensee to pay for work done or contracted by City, including but not limited to Make Ready Work, miscellaneous (such as joint trench work) and or inspection charges, the charge for such work shall include all reasonable material, labor, engineering, administrative, and applicable overhead costs. If Licensee was required to perform work and fails to perform such work, necessitating completion of the work by City, City may either charge an additional ten percent (10%) of its costs or assess the penalty specified in Appendix A.

**4.10 Work Performed by City.** Wherever this Agreement requires City to perform any work, City, at its sole discretion, may utilize its employees or contractors, or any combination of the two, to perform such work.

**4.11 Default for Nonpayment.** Nonpayment of any amount due under this Agreement beyond sixty (60) days shall constitute a material default of this Agreement, unless such amount has been disputed in good faith.

## **Article 5 - Specifications**

**5.1 Installation/Maintenance of Communications Facilities.** When a Permit is issued pursuant to this Agreement, Licensee's Communications Facilities shall be installed and maintained in accordance with the requirements and specifications of Appendix D. All of Licensee's Communications Facilities must comply with all Applicable Standards. Licensee shall be responsible for the installation and maintenance of its Communications Facilities. Licensee shall, at its own expense, make and maintain its Attachment(s) in safe condition and good repair, in accordance with all Applicable Standards. Notwithstanding anything in this Agreement to the contrary, Licensee shall not be required to update or upgrade its Attachments if they met Applicable Standards at the time they were made, unless such updates or upgrades are required by any revised Applicable Standards. Licensee shall exercise commercially reasonable efforts to avoid damage to City's poles and facilities and the facilities and attachments of third parties.

**5.2 Tagging.** Licensee shall Tag all of its Communications Facilities as specified in Appendix D and/or applicable federal, state, and local regulations upon installation of such Facilities. Within one year of the execution of this Agreement, Licensee shall Tag any un-Tagged Communications Facilities owned by Licensee that were on City Poles on the effective date of this Agreement. Failure to provide proper Tagging will be considered a violation of the Applicable Standards.

**5.3 Interference.** Licensee shall not allow its Communications Facilities to impair the ability of City or any third party to use City's Poles, nor shall Licensee allow its Communications Facilities to interfere with the operation of any City Facilities or third-party facilities.

**5.4 Protective Equipment.** Licensee and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall, at its own expense, install protective devices designed to handle the electric voltage and current carried by City's facilities in the event of a contact with such facilities.

**5.5 Violation of Specifications.** If Licensee's Communications Facilities, or any part of them, are installed, used, or maintained in a manner that is not in compliance with this Agreement, and Licensee has not corrected such noncompliance within thirty (30) calendar days from receipt of written notice of the violation(s) from City, City, at its option, may correct such conditions. If an Attachment is out of compliance as a result of a change in standards after such Attachment was attached, then Licensee will not be required to correct such noncompliance until the next time Licensee modifies the Attachment. City will attempt to notify Licensee in writing prior to performing such work whenever practicable. When City reasonably believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of City's service obligations, or present an immediate threat to the physical integrity

of City Facilities, City may perform such work and/or take such action as it reasonably deems necessary without first giving written notice to Licensee. As soon as practicable afterward, City will advise Licensee of the work performed or the action taken. Licensee shall be responsible for all actual and reasonable costs incurred by City in taking action pursuant to this Paragraph, and Licensee shall defend and indemnify City against any liability, costs, and expenses, arising out of or relating to any such work. The defense and indemnification shall be subject to the procedures set forth in Article 17.3.

**5.6 Restoration of City Service.** City's service restoration requirements shall take precedence over any and all work operations of Licensee on City's Poles.

**5.7 Attachment Timeframe.** If Licensee does not exercise their right to attach pursuant to this Agreement and/or applicable Permit(s) within ninety (90) calendar days of the effective date of permit approval, or any extension to such Permit(s), City may, but shall have no obligation to, use the space scheduled for Licensee's Attachment(s) for its own needs or make the space available to other Attaching Entities. In such instances, City shall endeavor to make other space available to Licensee, upon written application under Article 7 (Permit Application Procedures), as soon as reasonably possible and subject to all requirements of this Agreement, including the Make-Ready Work provisions.

**5.8 Removal of Nonfunctional Attachments.** At its sole expense, Licensee shall remove any of its Attachments or any part thereof that becomes nonfunctional and no longer fit for service (Nonfunctional Attachment) as provided in this Paragraph 5.8 (Removal of Nonfunctional Attachments). A Nonfunctional Attachment that Licensee has failed to remove as required in this paragraph shall constitute an unauthorized Attachment and is subject to the Unauthorized Attachment fee specified in Appendix A. Except as otherwise provided in this Agreement, Licensee shall remove Nonfunctional Attachments within one (1) year of the Attachment becoming nonfunctional, unless Licensee receives written notice from City that removal is necessary to accommodate City's or another Attaching Entity's use of the affected Pole(s), in which case Licensee shall remove the Nonfunctional Attachment within sixty (60) days of receiving the notice. Where Licensee has received a Permit to Overlash a Nonfunctional Attachment, such Nonfunctional Attachment may remain in place until City notifies Licensee that removal is necessary to accommodate City's or another Attaching Entity's use of the affected Pole(s). Licensee shall give City notice of any Nonfunctional Attachments as provided in Article 16 (Reporting).

## **Article 6 - Private and Regulatory Compliance**

**6.1 Necessary Authorizations.** Before Licensee occupies any of City's Poles, Licensee shall obtain from the appropriate authority, any required authorization to construct, operate, or maintain its Communications Facilities on public or private property. City retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee's obligations under this Article include, but are not limited to, its obligation to obtain and pay for all necessary approvals to occupy public/private rights-of-way and all necessary licenses and authorizations to provide the services that it provides over its Communications Facilities. Licensee shall defend, indemnify, and reimburse City for all losses,

costs, and expenses, that City may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities on City's Poles or to provide particular services. The defense, indemnification and reimbursement shall be subject to the procedures set forth in Article 17.3.

**6.2 Lawful Purpose and Use.** Licensee's Communications Facilities must at all times serve a lawful purpose, and the use of such Facilities must comply with all applicable federal, state and local laws and Applicable Standards.

**6.3 Non-Forfeiture of City's Rights.** No Permit granted under this Agreement shall extend, or be deemed to extend, to any of City's Poles to the extent that Licensee's Attachment would result in a forfeiture of City's rights. Any Permit that would result in forfeiture of City's rights shall be deemed invalid as of the date that City granted it. Further, if any of Licensee's existing Communications Facilities, whether installed pursuant to a valid Permit or not, would cause such forfeiture, Licensee shall promptly remove its Facilities upon receipt of written notice from City. If Licensee does not remove its Communications Facilities in question within thirty (30) days of receiving written notice from City, City may at its option perform such removal at Licensee's expense. Notwithstanding the forgoing, Licensee shall have the right to contest any such forfeiture before any of its rights are terminated, provided that Licensee shall defend and indemnify City for liability, costs, and expenses, that may accrue during Licensee's challenge. The defense, indemnification and reimbursement shall be subject to the procedures set forth in Article 17.3.

**6.4 Effect of Consent to Construction/Maintenance.** Consent by City to the construction or maintenance of any Attachments by Licensee shall not be deemed consent, authorization, or acknowledgment that Licensee has obtained all required Authorizations with respect to such Attachment.

## **Article 7 - Permit Application Procedures**

**7.1 Permit Required.** Licensee shall not make any Attachments to any of City's Poles without first applying for and obtaining a Permit pursuant to the applicable requirements of Appendix B, subject to fees specified in Appendix A. Unless upgrades are required by Applicable Standards, or unless City notifies Licensee to the contrary, Licensee shall not be required to obtain Permits for Attachment(s) existing as of the effective date of this Agreement. Such grandfathered Attachments shall, however, be subject to the attachment fees specified in Appendix A. Licensee shall provide City a list of all such pre-existing Attachments prior to the effective date of this Agreement.

**7.2 Permits for Overlashing.** As set out in Paragraph 3.12 (Overlashing), Permits are required for any Overlashing allowed under this Agreement and Licensee, Licensee's Affiliate or other third party, as applicable, shall pay any necessary Make-Ready Work costs to accommodate such Overlashing. Any Overlashing shall take place within the communications space on a pole as indicated on Appendix G.

**7.3 Professional Certification.** At Licensee's sole expense, a MN licensed engineer, - ~~qualified and experienced professional engineer who has been approved by City,~~ must participate in the Pre-Construction Survey, conduct the Post-Construction Inspection, and certify that Licensee's Communications Facilities can be and were installed on the identified Poles in compliance with the standards in Paragraph 5.1 (Installation/Maintenance of Communications Facilities). The professional engineer's qualifications must include experience performing such work, or substantially similar work, on electric distribution systems. City, at its reasonable discretion, may waive the requirements of this Paragraph.

**7.4 City Review of Permit Application.** Upon receipt of a properly executed Application for Permit (Appendix C), which shall include the fees, Pre-Construction Survey, certified per Paragraph 7.3 (Professional Certification) above, and detailed plans for the proposed Attachments in the form specified in Appendix D, City will review the Permit Application and discuss any issues with Licensee, including engineering or Make-Ready Work requirements associated with the Permit Application. City acceptance of the submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis. Unless otherwise agreed, the Permit application process shall be consistent with the following timeline:

- (a) Review Period.** City shall review and respond to Permit Applications for routine installations as promptly as is reasonable with a goal of providing a response during normal circumstances of within forty-five (45) days of receipt. For Permit Applications seeking Attachments to 50 or more Poles, the City will have an additional 15 working days to review. The City's response will either provide a written explanation as to why the Application is being denied, in whole or in part, or provide an estimate of the costs of all necessary Make-Ready Work.
- (b) Approval of Make Ready.** Upon receipt of City's Make-Ready estimate, Licensee shall have fourteen (14) days to approve the estimate.
- (c) Completion of Make Ready Work.** City will complete routine Make-Ready Work within ninety (90) days of receipt of payment. If there are extenuating circumstances that make the necessary work more complicated or time-consuming, , the City shall identify those factors in the Make-Ready estimate and the parties shall agree upon a reasonable timeframe for completion.
- (d) Tolling.** City may toll the time period for completion of Make-Ready Work by written notice in order to respond to severe storms, natural disasters, or other emergency situations.

**7.5 Permit as Authorization to Attach.** Upon completion of any necessary Make-Ready Work and receipt of payment for such work, City will sign and return the Permit Application, which shall serve as authorization for Licensee to make its Attachment(s).

## Article 8 - Make-Ready Work/Installation



**8.1 Estimate for Make-Ready Work.** If City determines that it can accommodate Licensee's request for Attachment(s), including Overlapping of an existing Attachment, it will advise Licensee of any estimated Make-Ready Work charges necessary to accommodate the Attachment.

**8.2 Payment of Make-Ready Work.** Upon completion of the Make-Ready Work, City shall invoice Licensee for City's cost of such Make-Ready Work. Alternatively, City, at its discretion, may require payment in advance for Make-Ready Work based upon the estimated cost of such work. In such case, upon completion, Licensee shall pay City's cost of Make-Ready Work in accordance with Paragraph 4.9 (Determination of Charges) and trued up in accordance with Paragraph 4.8 (True-Up).

**8.3 Who May Perform Make-Ready Work.** Make-Ready Work shall be performed only by City and/or a contractor authorized by City to perform such work.

**8.4 Scheduling of Make-Ready Work.** In performing all Make-Ready Work to accommodate Licensee's Communications Facilities, City will endeavor to include such work in its normal work schedule. If Licensee requests that the Make-Ready Work be performed on a priority basis or outside of City's normal work hours, Licensee will pay any resulting increased costs. Nothing in this Agreement shall be construed to require City to perform Licensee's work before other scheduled work or City service restoration.

**8.5 Written Approval of Installation Plans Required.** Before making any Attachments to City's Poles, including Overlapping of existing Attachments, Licensee must obtain City's written approval of detailed plans for the Attachments. Such detailed plans shall accompany a Permit application as required under Paragraph 7.4 (City Review of Permit Application).

**8.6 Licensee's Installation/Removal/Maintenance Work.**

- (a) **Cost and Standards.** All of Licensee's installation, removal, and maintenance work, by either Licensee's employees or authorized contractors, shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of City's Poles, or other Facilities or other Attaching Entity's facilities or equipment. All such work is subject to the insurance requirements of Article 19 (Insurance).
- (b) **Regulatory Compliance.** All of Licensee's installation, removal, and maintenance work, either by its employees or authorized contractors, shall comply with all applicable regulations specified in Paragraph 5.1 (Installation/Maintenance of Communications Facilities). Licensee shall assure that any person installing, maintaining, or removing its Communications Facilities is fully qualified and familiar with all Applicable Standards, the provisions of Article 18 (Duties, Responsibilities, and Exculpation), and the Minimum Design Specifications contained in Appendix D.

**Article 9 - Transfers**

**9.1 Required Transfers of Licensee's Communications Facilities.** If City reasonably determines that a transfer of Licensee's Communications Facilities is necessary, City will require Licensee to perform such transfer at its own expense within thirty (30) calendar days after receiving notice from City. If Licensee fails to transfer its Facilities within thirty (30) calendar days after receiving such notice from City, City shall have the right to transfer Licensee's Facilities using its personnel and/or contractors. The costs of such transfers shall be apportioned as specified under Article 10 (Modifications and/or Replacements). City shall not be liable for damage to Licensee's Facilities except to the extent provided in Paragraph 17.1 (Liability). The written advance notification requirement of this Paragraph shall not apply in emergency situations. In emergency situations, City shall provide such advance notice as is practical, given the urgency of the particular situation. City shall then provide written notice of any such actions taken within ten (10) days following the occurrence. Irrespective of who owns Facilities that are Overlashed on to Licensee's Attachments, Licensee is responsible for the transfer of such Facilities and the costs of doing so.

#### Article 10 - Modifications and/or Replacements

**10.1 Licensee's Action Requiring Modification/Replacement.** If any Pole to which Licensee desires to make Attachment(s) has insufficient capacity, or otherwise cannot support or accommodate the additional facilities in accordance with all Applicable Standards, City will notify Licensee of the necessary Make-Ready Work, and associated costs, to provide adequate Pole including, but not limited to, replacement of the Pole and/or rearrangement or transfer of City's Facilities, as well as the facilities of other Attaching Entities. Licensee shall be responsible for ~~separately entering into an agreement~~ coordinating with other Attaching Entities concerning the allocation of costs for the relocation or rearrangement of such entities existing Attachments. If Licensee elects to go forward with the necessary changes, City may proceed with Make-Ready Work. Licensee shall pay to City the actual cost of the Make-Ready Work, performed by City, in accordance with Paragraph 4.10 (Determination of Charges). City, in its reasonable discretion, may require advance payment. Licensee shall also be responsible for ~~obtaining and furnishing to City before the commencement of any Make-Ready Work, agreements between Licensee and the~~ coordinating with other Attaching Entities (including Overlashers) concerning the relocation or rearrangement of their Attachments and the costs involved.

**10.2 Treatment of Multiple Requests for Same Pole.** If City receives Permit Applications for the same Pole from two or more prospective licensees within sixty (60) calendar days of the initial request, and accommodating their respective requests would require modification of the Pole or replacement of the Pole, City will allocate among such licensees the applicable costs associated with such modification or replacement.

**10.3 Guying.** The use of guying to accommodate Licensee's Attachments shall be provided by, and at the expense of, Licensee and to the satisfaction of City, as specified in Appendix D. Licensee shall not attach its guy wires to City's anchors without prior written permission of City. If permission is granted, charges may apply.

**10.4 Allocation of Costs.** The costs for any rearrangement or transfer of Licensee's

**Commented [MH1]:** Requiring an agreement with existing attachers is unworkable. Our competitors will have no incentive (and every reason not) to agree. Without exception, we have not been required to do this.

**Commented [MH2R1]:** MetroNet proposing modified language.

Communications Facilities or the replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of City's cables or wires) shall be allocated to City and/or Licensee and/or other Attaching Entity on the following basis:

- (a) **Replacement/Modification Necessitated by City.** The City shall be responsible for the full costs related to any modification or replacement of a pole when necessitated by City requirements. Prior to any replacement or modification, City shall provide Licensee written notification. Licensee shall be responsible for costs associated with the rearrangement or transfer of Licensee's Communications Facilities on the replacement pole.
- (b) **Replacement/Modification Necessitated by Licensee.** If the modification or replacement of a Pole is necessitated by the requirements of Licensee, Licensee shall be responsible for all costs associated with the modification or replacement of the Pole as well as the costs associated with the transfer or rearrangement of any other Attaching Entity's Communications Facilities. Licensee shall reimburse all affected Attaching Entities for their costs caused by the transfer or rearrangement of their Facilities. City shall not be obligated in any way to enforce or administer Licensee's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity's Facilities pursuant to this Sub-Paragraph.
- (c) **Additional Attachment.** If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than City or Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or replacement, as well as the costs for rearranging or transferring Licensee's Communications Facilities. Licensee shall cooperate with such third-party Attaching Entity to determine the costs of moving Licensee's facilities.

**10.5 City Not Required to Relocate.** Nothing in this Agreement shall be construed to require City to relocate its Attachments or to modify or replace its Poles for the benefit of Licensee.

#### **Article 11 - Abandonment or Removal of City Facilities**

**11.1 Notice of Abandonment or Removal of City Facilities.** If City desires at any time to abandon, remove, or underground any City Facilities to which Licensee's Communications Facilities are attached, it shall give Licensee notice in writing to that effect at least ninety (90) calendar days prior to the date on which it intends to abandon or remove such City's Facilities. Notice may be limited to thirty (30) calendar days if City is required to remove or abandon its City Facilities as the result of the action of a third party and the lengthier notice period is not practical. Such notice shall indicate whether City is offering Licensee an option to purchase the Pole(s). If, following the expiration of the thirty (30) or ninety (90) day period as applicable, Licensee has not yet removed and/or transferred all of its Communications Facilities, City shall have the right, but not the obligation, to remove or transfer Licensee's Communications Facilities at Licensee's expense. City shall give Licensee prior written notice of any such

removal or transfer of Licensee's Facilities. Licensee's failure to remove its Facilities as required under this Paragraph shall subject Licensee to the penalty provisions of Appendix A.

**11.2 Option to Purchase Abandoned Poles.** Should City desire to abandon any Pole, City may, in its sole discretion, grant Licensee the option of purchasing such Pole at a rate negotiated with City.

~~**11.3 — Underground Relocation.** If City moves any portion of its aerial system underground, Licensee shall remove its Communications Facilities from any affected Poles within sixty (60) calendar days after receipt of notice from City and must either relocate its affected Facilities underground with City or find other means to accommodate its Facilities. If Licensee does not remove its Attachments within sixty (60) days, City shall have the right to remove or transfer Licensee's Communications Facilities at Licensee's expense. Licensee's failure to remove its Facilities as required under this Paragraph shall subject Licensee to the penalty provisions of Appendix A.~~

## **Article 12 - Removal of Licensee's Facilities**

**12.1 Removal on Expiration/Termination.** At the expiration or other termination of this Agreement or individual Permit(s), Licensee shall remove its Communications Facilities from the affected Poles at its own expense within sixty (60) calendar days. If Licensee fails to remove such Facilities, City shall have the right, but not the obligation, to remove or transfer such Facilities at Licensee's expense.

## **Article 13 - Termination of Permit**

**13.1 Automatic Termination of Permit.** Any Permit issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Communications Facilities on public or private property at the location of the particular Pole(s) covered by the Permit.

**13.2 Surrender of Permit.** Licensee may at any time surrender any Permit for Attachment(s) and remove its Communications Facilities from the affected Pole(s), provided, however, that before commencing any such removal, Licensee must obtain City's written approval of Licensee's plans for removal, including the name of the person or entity performing such work and the date(s) and time(s) during which such work will be completed. All such work is subject to the insurance requirements of Article 19 (Insurance). No refund of any fees or costs will be made upon removal. If Licensee surrenders such Permit pursuant to the provisions of this Article, but fails to remove its Attachments from City's Facilities within sixty (60) calendar days, City shall have the right, but not the obligation, to remove Licensee's Attachments at Licensee's expense.

## **Article 14 - Inspection of Licensee's Facilities**

**14.1 Inspections.** City may conduct an inventory and inspection of Attachments at any time. All Attachments found out of compliance with Applicable Standards will be addressed in accordance with Paragraph 5.5 (Violation of Specifications) above. If City finds that five percent (5%) or more of Licensee's Attachments are either in non-compliance or not permitted, Licensee

shall pay its pro-rata share of the costs of the inspection.

**14.2 Notice.** City will give Licensee reasonable advance written notice of such inspections, except in those instances in which safety considerations justify the need for such inspection without delay.

**14.3 No Liability.** Inspections performed under this Article, or the failure to do so, shall not impose upon City any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations, or liability, whether assumed under this Agreement or otherwise existing.

#### **Article 15 - Unauthorized Occupancy or Access**

**15.1 Penalty Fee.** If any of Licensee's Attachments are found occupying any Pole for which no Permit has been issued, City, without prejudice to its other rights or remedies under this Agreement, may assess an Unauthorized Access Penalty Fee, as specified in Appendix A. If Licensee fails to pay such Fee within thirty (30) calendar days of receiving notification of it, City shall have the right, but not the obligation, to remove such Communications Facilities at Licensee's expense.

**15.2 No Ratification of Unauthorized Use.** No act or failure to act by City with regard to any use shall be deemed as ratification of the unauthorized use. Unless the parties agree otherwise, a Permit for a previously unauthorized Attachment shall not operate retroactively or constitute a waiver by City of any of its rights or privileges under this Agreement or otherwise, and Licensee shall remain subject to all obligations and liabilities arising out of or relating to its unauthorized use.

#### **Article 16 - Reporting Requirements**

**16.1 Reporting.** At the time that Licensee pays its annual attachment fee, Licensee shall also provide the following information to City, using the reporting form contained in Appendix E:

- (a) An up-to-date electronic map depicting the locations of its Attachments, in a format specified by City.
- (b) The Poles on which Licensee has installed, during the relevant reporting period, Risers and service drops, for which no Permit was required.
- (c) All Attachments that have become nonfunctional during the relevant reporting period. The report shall identify the Pole on which the nonfunctional Attachment is located, describe the nonfunctional equipment, and indicate the approximate date the Attachment became nonfunctional.
- (d) Any equipment Licensee has removed from Poles during the relevant reporting period. The report shall identify the Pole from which the equipment was removed, describe the removed equipment, and indicate the approximate date of

removal. This requirement does not apply where Licensee is surrendering a Permit pursuant to Paragraph 13.2 (Surrender of Permit).

#### **Article 17 - Liability and Indemnification**

**17.1 Liability.** City reserves to itself the right to maintain and operate its Poles in the manner that will best enable it to fulfill its service requirements. Licensee agrees to use City's Poles at Licensee's sole risk. Notwithstanding the foregoing, City shall exercise reasonable precaution to avoid damaging Licensee's Communications Facilities and shall report to Licensee the occurrence of any such damage caused by its employees, agents or contractors. Subject to Paragraph 17.5 (Municipal Liability Limits), City agrees to reimburse Licensee for all reasonable costs incurred by Licensee for the physical repair of facilities damaged by the gross negligence or willful misconduct of City; provided, however, that the aggregate liability of City to Licensee, in any fiscal year, for any fines, penalties, claims, damages, or costs, arising out of or relating in any way to Licensee's service or interference with the operation of Licensee's Communications Facilities (including special, indirect, punitive, or consequential damages) shall not exceed the amount of the total annual attachment fees paid by Licensee to City for that year, as calculated based on the number of Attachments under Permit at the time of the occurrence, as set forth in Appendix A.

**17.2 Indemnification.** Licensee, and any agent, contractor, or subcontractor of Licensee, shall defend, indemnify, and hold harmless City and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including third party payments made by City under any Workers Compensation Laws or under any plan for employees disability and death benefits), and expenses (Covered Claims) arising in any way, including any act, omission, failure, negligence, or willful misconduct, in connection with damage to tangible property or injury to persons including death arising out of the construction, maintenance, repair, presence, use, relocation, transfer, removal or operation by Licensee, or by Licensee's officers, directors, employees, agents, or contractors, of Licensee's Communications Facilities, except to the extent of City's gross negligence or willful misconduct solely giving rise to such Covered Claims.

#### **17.3 Procedure for Indemnification.**

- (a) City shall give prompt written notice to Licensee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against City, City shall give the notice to Licensee as promptly as reasonably practical and no later than thirty (30) calendar days after City receives written notice of the action, suit, or proceeding.
- (b) City's failure to give the required notice will not relieve Licensee from its obligation to indemnify City unless, and only to the extent, that Licensee is materially prejudiced by such failure.

- (c) Licensee will have the right at any time, by notice to City, to participate in or assume control of, the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to City. City agrees to cooperate fully with Licensee. If Licensee assumes control of the defense of any third-party claim, City shall have the right to participate in the defense at its own expense. If Licensee does not assume control or otherwise participate in the defense of any third-party claim, Licensee shall be bound by the results obtained by City with respect to the claim.
- (d) If Licensee assumes the defense of a third-party claim as described above, then in no event will City admit any liability with respect to, or settle, compromise or discharge, any third-party claim without Licensee's prior written consent.

**17.4 Environmental Hazards.** Licensee represents and warrants that its use of City's Poles will not generate any Hazardous Substances, that it will not store or dispose on or about City's Poles or transport to City's Poles any hazardous substances and that Licensee's Communications Facilities will not constitute or contain and will not generate any hazardous substance in violation of federal, state, or local law now or hereafter in effect, including any amendments. "Hazardous Substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, dangerous radio frequency radiation, or other similar terms by any federal, state, or local laws, regulations or rules now or hereafter in effect, including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration, or other disaster, its Communications Facilities would not release any Hazardous Substances. Licensee and its agents, contractors, and subcontractors shall defend, indemnify, and hold harmless City and its respective officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, or expenses arising from or due to the release, threatened release, or storage of any Hazardous Substances on, under, or adjacent to City's Poles only to the extent attributable to Licensee's use of City's Poles. Should City's Poles be declared to contain Hazardous Substances, City, Licensee, and all Attaching Entities shall share proportionately in the cost of disposal of the affected Poles based on each entity's individual percentage use of same. For Attaching Entities, such percentage shall be derived from the sum of space occupied by each Attaching Entity plus its share of the common space, including the NESC safety space. For City, such percentage shall be equal to the space above the NESC safety space plus its share of the common Space. If the source or presence of the Hazardous Substance is solely attributable to particular parties, such costs shall be borne solely by those parties.

**17.5 Municipal Liability Limits.** No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by City of any applicable state limits on municipal liability or governmental immunity. No indemnification provision contained in this Agreement under which Licensee indemnifies City shall be construed in any way to limit any other indemnification provision contained in this Agreement.

**17.6 Attorney's Fees and Costs.** If City brings an action in a court of competent jurisdiction and



is granted a final and appealable order to enforce this Agreement, Licensee shall pay City's reasonable attorney's fees and costs.

17.7 Under no circumstances shall either party be liable to the other for special, indirect, incidental, punitive, exemplary or consequential damages, regardless of the form of action of theory of the case; provided however, this waiver does not apply to indemnification obligations related to the any third-party claim for damages to tangible property or injury to persons, including death.

#### **Article 18 - Duties, Responsibilities, and Exculpation**

**18.1 Duty to Inspect.** Licensee acknowledges and agrees that City does not warrant the condition or safety of City's Facilities, or the premises surrounding the Facilities, and Licensee further acknowledges and agrees that it has an obligation to inspect City's Poles and/ or premises surrounding the Poles, prior to commencing any work on City's Poles or entering the premises surrounding such Poles.

**18.2 Knowledge of Work Conditions.** By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.

**18.3 Disclaimer. CITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO CITY'S POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND CITY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. CITY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**18.4 Duty of Competent Supervision and Performance.** The parties further understand and agree that, in the performance of work under this Agreement, Licensee and its agents, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other City Facilities. The parties understand and intend that energy generated, stored, or transported by City Facilities will not be interrupted during the continuance of this Agreement, except in emergencies endangering life or threatening grave personal injury or property. Licensee shall ensure that its employees, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, agents, contractors, and subcontractors; employees, agents, contractors, and subcontractors of City; and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees, agents, contractors, and subcontractors competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in emergency situations in which it may be necessary to de-energize any part of City's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

**18.5 Requests to De-Energize.** If City de-energizes any equipment or line at Licensee's request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse City in accordance with Paragraph 4.10 (Determination of Charges), for all costs and expenses that City incurs in complying with Licensee's request. Before City de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating Licensee's request.

**18.6 Interruption of Service.** If Licensee causes an interruption of service by damaging or interfering with any equipment of City, Licensee shall, at its own expense, immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting there from and shall notify City immediately.

**18.7 Duty to Inform.** Licensee further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on City's Poles by Licensee's employees, agents, contractors, or subcontractors, and Licensee accepts the duty and sole responsibility to notify and inform Licensee's employees, agents, contractors, or subcontractors of such dangers, and to keep them informed regarding same.

## Article 19 - Insurance

**19.1 Policies Required.** At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below:

- (a) **Waiver of Subrogation.** To the extent allowed by law, Licensee hereby waives and releases any and all rights of action for negligence against City which may hereafter arise on account of damage to Licensee's property, resulting from any fire, or other casualty of the kind covered by standard insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by Licensee. This waiver and release shall apply between the Parties and shall also apply to any claim asserted as a right of subrogation. All such policies of insurance obtained by Licensee concerning its property shall waive the insurer's right of subrogation against City.
- (b) **Workers Compensation and Employers' Liability Insurance.** Licensee agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Licensor shall also carry employers' liability insurance with minimum limits as follows: \$500,000 for bodily injury by disease per employee; \$500,000 aggregate for bodily injury by disease; and \$500,000 for bodily injury by accident.
- (c) **Commercial General Liability Insurance.** Licensee agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$2,000,000 per occurrence; \$4,000,000 annual aggregate, for bodily injury (including death) and for damage or destruction to property. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability.

- (d) **Automobile Liability Insurance.** Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Minimum combined single liability limit not less than \$2,000,000 each occurrence.
- (e) **Umbrella Liability Insurance.** Coverage is to be in excess of the sum employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$5,000,000 each occurrence, \$5,000,000 aggregate.
- (f) **Property Insurance.** Each party will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and City structures, fencing, or support systems that may be placed on, within, or around City Facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as extended coverage insurance or self-insure such exposures.

**19.2 Qualification; Priority; Contractors' Coverage.** The insurer must be authorized to do business under the laws of the state of Minnesota and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry, in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverage of the type that Licensee is required to obtain under this Article with the same limits.

**19.3 Certificate of Insurance; Other Requirements.** Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Licensee will furnish City with a certificate of insurance (Certificate) and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Agreement and workers' compensation and property insurance waivers of subrogation required by this Agreement. The policies shall contain a provision that the City shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. City, its Council members, agencies, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate of Insurance. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by City. Licensee shall defend, indemnify and hold harmless City and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to City upon request.

**19.4 Limits.** The limits of liability set out in this Article may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party,

in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Licensee's exposure to risk.

**19.5 Prohibited Exclusions.** No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with City except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to City's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.

**19.6 Deductible/Self-insurance Retention Amounts.** Licensee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

#### **Article 20 - Authorization Not Exclusive**

City shall have the right to grant, renew, and extend rights and privileges to others not party to this Agreement by contract or otherwise, to use City Facilities covered by this Agreement. Such rights shall not interfere with the rights granted to Licensee by the specific Permits issued pursuant to this Agreement.

#### **Article 21 - Assignment**

**21.1 Limitations on Assignment.** Licensee shall not assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of City, which consent shall not be unreasonably withheld; except that Licensee may, without the prior consent of the City, assign all of its rights under this Agreement to: (i) a parent, subsidiary, or Affiliate of Licensee; (ii) a purchaser of all or substantially all of Licensee's assets related to this Agreement; or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Licensee is participating. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns. For the purposes of the Section, "Affiliate" means, any entity that controls or is controlled by Licensee, or is under common control with Licensee.

**21.2 Obligations of Assignee/Transferee and Licensee.** No assignment or transfer under this Article shall be allowed until the assignee or transferee becomes a signatory to this Agreement and assumes all obligations of Licensee arising under this Agreement. Licensee shall furnish City with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee. Notwithstanding any assignment or transfer, Licensee shall remain fully liable under this Agreement and shall not be released from performing any of the terms, covenants, or conditions of this Agreement without the express written consent to the release of Licensee by City.

**21.3 Sub-licensing.** Without City's prior written consent, Licensee shall not sublicense or lease to any third party, including but not limited to, allowing third parties to place Attachments on City's Facilities, including Overlapping, or to place Attachments for the benefit of such third parties on City's Poles. Any such action shall constitute a material breach of this Agreement. The use of Licensee's Communications Facilities by third parties (including but not limited to leases of dark fiber) that involves no additional Attachment or Overlapping is not subject to this Paragraph.

#### **Article 22 - Failure to Enforce**

Failure of City or Licensee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this Agreement.

#### **Article 23 – Dispute Resolution**

Any claim, controversy or dispute arising out of this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The mediation shall be conducted in Olmsted County, Minnesota, and in accordance with the Minnesota Civil Mediation Act, Minn. Stat. 572.31, et., seq. Any claim, controversy or dispute not resolved by mediation may be the subject of legal or equitable proceedings filed by either party. The venue for legal or equitable proceedings shall be in Olmsted County, Minnesota. The parties waive all rights to and claims for monetary awards other than compensatory damages.

#### **Article 24 - Termination of Agreement**

**24.1** City shall have the right, pursuant to the procedures set out in this Article, to terminate this entire Agreement, or any Permit issued under it, whenever Licensee is in default of any material term or condition of this Agreement, including, but not limited to, the following circumstances:

- (e) Construction, operation, or maintenance of Licensee's Communications Facilities in violation of law, or in aid of any unlawful act or undertaking; or
- (f) Construction, operation, or maintenance of Licensee's Communications Facilities after any authorization required of Licensee has lawfully been denied or revoked by any governmental authority or any private holder of easements or other rights, or violation of any other agreement with City; or
- (g) Construction, operation, or maintenance of Licensee's Communications Facilities without the insurance coverage required under Article 19 (Insurance).

**24.2** City will notify Licensee in writing of any defaults by Licensee under this Agreement. Licensee shall begin to take corrective action to cure any such defaults within fifteen (15)

**24.4** If the parties are unable to resolve the dispute and Licensee fails to discontinue or correct a default in a timely manner or fails to give the required confirmation, City may immediately terminate the Permit(s) granted under this Agreement for those Poles that are the subject of the default. In the event of termination of this Agreement or any of Licensee's rights, privileges, or authorizations, City may seek removal of Licensee's Communications Facilities pursuant to the terms of Article 12 (Removal of Licensee's Facilities), from any or all of City's Poles. In such instance, Licensee shall remain liable to City for all fees and charges accrued pursuant to the terms of this Agreement.

## Article 25 - Amending Agreement

This Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both parties.

## Article 26 – Notices and Contact Information

**26.1** Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, or when delivered using a traceable, nationally recognized courier, with postage prepaid, and except where specifically provided for elsewhere, properly addressed as follows:

If to City, at: Rochester Public Utilities  
4000 East River Road NE  
Rochester, MN 55906-2813  
Attn: Purchasing

with a copy to: [purchasing@rpu.org](mailto:purchasing@rpu.org)

If to Licensee, at: [Insert Name and Address]

or to such other address as either party, from time to time, may give the other party in writing.

**26.2** The above notwithstanding the parties may agree to utilize electronic communications such as email for notifications related to the Permit application and approval process and necessary transfer or pole modifications.

**26.3** Both parties shall maintain a list of contacts in order to conduct business, including an emergency response number, not available to the general public, where each party can report damage to facilities or other situations requiring immediate communications between the parties. Such process shall ensure the ability to respond to concerns and requests. Failure to maintain an

emergency contact shall eliminate City's liability to Licensee for any actions that City deems reasonably necessary given the specific circumstances.

Contacts:

	Licensee	City
Emergency Responder		507-280-1696
Non-Emergency Notification		edistribution@rpu.org
Billing/Receivable		<a href="mailto:jhighum@rpu.org">jhighum@rpu.org</a> 507-280-1673
Contract Contact		purchasing@rpu.org

#### **Article 27 - Entire Agreement**

This Agreement and its appendices constitute the entire agreement between the parties concerning attachments of Licensee's Communications Facilities on City's Poles within the geographical service area covered by this Agreement. Unless otherwise expressly stated in this Agreement, all previous agreements, whether written or oral, between City and Licensee are superseded and of no further effect.

#### **Article 28 - Severability**

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement. Rather, the parties intend that the remaining provisions shall be administered as if the Agreement did not include the invalid provision.

#### **Article 29 - Governing Law**

All matters relating to this Agreement shall be governed by the laws (without reference to choice of law) of the state of Minnesota. Venue for any matter arising under this Agreement shall be in the state district court for Olmsted County, Minnesota.

#### **Article 30 - Incorporation of Recitals and Appendices**

The recitals stated above and all appendices to this Agreement are incorporated into and constitute part of this Agreement.

#### **Article 31 - Force Majeure**

**31.1** If either City or Licensee is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation,



strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause either not attributable to the negligence or fault of, or beyond the reasonable control of, the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected party shall endeavor to remove or overcome such inability as soon as reasonably possible.

**31.2** City shall not impose any charges on Licensee stemming solely from Licensee's inability to perform required acts during a period of unavoidable delay as described in this paragraph, provided that Licensee present City with a written description of such force majeure within a reasonable time after occurrence of the event or cause relied on, and further provided that this provision shall not operate to excuse Licensee from the timely payment of any fees or charges due City under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

**NAME OF LICENSEE**

**CITY OF ROCHESTER**

By \_\_\_\_\_  
Click here to enter text.

By \_\_\_\_\_  
Kim Norton, Mayor

By \_\_\_\_\_  
Anissa Hollingshead, City Clerk

Approved as to form:

By \_\_\_\_\_  
Click here to enter text.

By \_\_\_\_\_  
Jason Loos, City Attorney

**ROCHESTER PUBLIC UTILITIES**

By \_\_\_\_\_  
Mark Kotschevar, General Manager

## APPENDIX A—FEES AND CHARGES

### Pole Attachment Fees and Charges

Effective Date January 1, 2020

1. **Annual Attachment Fee ..... \$26.80 per attachment**  
The Annual Attachment Fee may be adjusted from time-to-time by the Public Utility Board and is published in RPU's Rate Schedule, Miscellaneous Fees.
2. **Administrative Fee .....\$10,000**  
This is a non-refundable administrative fee for a new joint use agreement entered into after January 1, 2002. This fee does not apply to a Licensee with existing attachments on poles prior to January 1, 2002.
3. **Permit Review Fee .....\$200 plus \$50 per pole**  
Non-refundable permit review fee for all new attachments. Maximum of 200 poles per permit application.
4. **Unauthorized Attachment Penalty Fee:**
  - 3 x annual attachment fee, per occurrence.
5. **Failure To Timely Transfer, Abandon, or Remove Facilities Penalty:**
  - 1/5 annual attachment fee per day, per pole, first 30 days;
  - Annual attachment fee per day, per pole, second 30 days and thereafter.

## APPENDIX C—APPLICATION FOR PERMIT

Application Date:

To	<b>Rochester Public Utilities</b>	From	
	<b>4000 East River Road NE</b>		
	<b>Rochester, MN 55906-2813</b>		
	<a href="mailto:edistribution@rpu.org">edistribution@rpu.org</a>		
		Contact	
		Phone	

Permit Type:      Attach to City Pole(s)      Remove Attachment from City Pole(s)

Number of Poles this Permit (200 max):

Narrative Description of Proposed Activity:

In accordance with the terms and conditions of the Pole Attachment License Agreement application is hereby made for a Permit to attach to and/or vacate Pole(s) in the locations detailed on the attached Route Map(s). Also, attached is documentation as required by Appendix F of the Agreement. If applicable, the engineer's name, this State's registration number, and the phone number are:

Name:      Phone:

Registration #:

Signature:      Title:

Permission is hereby granted to Licensee to attach and/or vacate Poles listed on the attached Field Data Summary Sheets, subject to payment of the necessary charges as set out by City and agreed to by Licensee.

APPROVED:

Rochester Public Utilities

By:

Title:

Date:

Phone:

Email:

## APPENDIX D—SPECIFICATIONS FOR LICENSEE’S ATTACHMENTS TO CITY POLES

Licensee, when making Attachments to City Poles, will adhere to the following engineering and construction practices.

### A. General Requirements

1. All Attachments shall be made in accordance with the Applicable Standards as defined in this Agreement.
2. All facilities attached to Licensor’s poles shall be designed and installed to NESC Class B construction standards.

*Exception: If existing pole does not meet NESC Class B construction standard prior to the proposed attachment by Licensee, the proposed attachment may be allowed under the listed conditions below.*

- (a) *Class C construction standard is allowable by NESC for location pole is installed*
- (b) *Proposed attachment does not cause existing pole to exceed 90% of rated Pole Capacity Utilization for NESC Class C construction*

### B. Facilities Excluded

1. The Licensor reserves the right to exclude any of its facilities from joint use.
2. No new Attachments will be permitted on 100 kilovolt (kV) and above transmission poles (wood or steel construction).

### C. Tagging

1. Every attachment of the Licensee installed under this contract shall be tagged or marked with a non-metallic tag, acceptable to the Licensor, at every pole to which cable is attached, all conduit risers and all pole mounted equipment enclosures
2. Two (2) tags shall be installed – one at the point of attachment and the other within a boundary starting from 3’ above the ground line to 6’. Tags shall be placed on the curb side of the pole and shall include only the identification code listed below.
3. All identification tags supplied by the Licensee shall comply with the following requirements:
  - (a) All marking tags, carriers (holders) and attaching devices shall be durable and ultraviolet (UV) resistant. Non-UV inhibited plastic tie wraps are not acceptable.
  - (b) Numbers or letters shall be 1-inch high black on yellow background
  - (c) Number carriers (holders) shall be non-conductive

4. A sample of proposed tagging shall be submitted to RPU's Engineering Department for approval along with the attachment application.

5. Identification Codes by Code Number

001	Arvig Communications Systems
002	CenturyLink
003	Charter Communications
004	Consolidated Communications
005	MetroNet
006	RPU
007	City of Rochester IT
008	City of Rochester Fire
009	Vacant
010	Vacant

#### D. Clearances

1. Attachment and Cable Clearances: Licensee's Attachments on Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts, and other equipment, must be attached so as to maintain the minimum separations specified in the NESC along with the additional Licenser requirements listed:
  - a) No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
  - b) All Licensee Attachments shall have at least two (2) inches of clearance from unbounded hardware.
  - c) All Licensee Attachments shall not use any crossarm or alley arm brace above the arm that it supports.
2. Service Drop Clearance: The parallel minimum separation between City's service drops and communications service drops shall be twelve (12) inches, and the crossover separation between the drops shall be twenty-four (24) inches.
3. Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at Poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of twelve (12) inches of separation must be maintained between any other cables. At the Pole support, a twelve (12) inch separation must be maintained between Licensee and any other communications connection/attachment.
4. Climbing Space: A clear Climbing Space must be maintained at all times on the face of the Pole. All Attachments must be placed so as to allow and maintain a clear and proper Climbing Space on the face of the Pole. Licensee's cable/wire Attachments shall be placed on the same side of the Pole as those of other Attaching Entities.

5. Pedestals and Enclosures: Every effort should be made to install Pedestals, vaults and/or Enclosures a minimum of four (4) feet from Poles or other City Facilities.

#### **E. Down Guys and Anchors**

1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on the Poles by Licensee's Attachments. Anchors must be guyed adequately.
2. Anchors and guy wires must be installed on each Pole where an angle or a dead- end occurs. Licensee shall make guy attachments to Poles at or below its cable Attachment. No proposed anchor can be within four (4) feet of an existing anchor without written consent of City.
3. Licensee may not attach guy wires to the anchors of City or third-party user without the anchor owner's specific prior written consent.
4. All down guys, head guys or messenger dead ends installed by Licensee shall be attached by the use of "thru" bolts or approved banding. Such bolts placed in a "bucking" position shall have at least three (3) inches vertical clearance. Under no circumstances shall Licensee install down guys, head guys or messenger dead ends by means of encircling the pole with such attachments.
5. No Attachment may be installed on a Pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Poles until all required guys and anchors are installed.
6. Licensee's down guys, if required, shall be either insulated or grounded per NESC.

#### **F. Vegetation Management**

1. All necessary right-of-way maintenance, including tree trimming or cutting, shall be performed by the parties as may be mutually agreed upon, and the cost shall be borne by the parties in accordance with Article 10.4 (Allocation of Costs).
2. Any re-clearing of existing right-of-way, and any tree trimming work necessary for the installation of attachments, shall be performed by the parties as may be mutually agreed upon, and the cost shall be borne by the parties in accordance with Article 10.4 (Allocation of Costs).

## G. Certification of Licensee's Design

1. Licensee's Attachment Permit application must be signed and sealed by a professional engineer, registered in the State of Minnesota, certifying that Licensee's aerial cable design fully complies with the NESC in effect at the time of the installation, City's Construction Standards, any other applicable federal, state, or local laws, codes, and/or requirements, and good engineering design.
2. This certification shall include the confirmation that the design is in accordance with the specified pole strength requirements of the NESC, taking into account the effects of City's Facilities and other Attaching Entities' facilities that exist on the Poles without regard to the condition of the existing facilities.
3. Within thirty (30) calendar days upon completion of the installation by the Licensee, an inspection certification signed and sealed by a professional ~~engineer registered in the State of Minnesota,~~ certifying that Licensee's aerial cable design fully complies with the NESC in effect at the time of the installation, and any other applicable federal, state, or local laws, codes, and/or requirements shall be submitted to the Licensor for review and final approval. Example of this certification is shown below:

**Commented [MH1]:** We will certify that installation was compliance with the PE plans but to have both application and install certification is unworkable and costly.

### Certification to be Completed by Licensee's Engineer

I hereby certify that upon final inspection of the attachments described below that they fully comply with the National Electrical Safety Code® (NESC), latest edition, and no poles or facilities of Rochester Public Utilities will be in violation of the NESC as a result of said attachment and NESC Class B construction has been maintained. The attachments inspected and certified are described as \_\_\_\_\_.

\_\_\_\_\_  
Registration Number (State)

\_\_\_\_\_  
Engineer's Signature

\_\_\_\_\_  
Date

## H. Miscellaneous Requirements

1. Cable Bonding: Licensee's messenger cable shall be bonded to the Pole ground wire at each Pole that has a ground wire.
2. Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
3. Communication Cables: All Communications cables/wires not owned by City shall be attached within the Communications space that is located forty (40) inches below the lowest City conductors.
4. Unused or Abandoned Holes: Licensee's agrees to plug any unused or abandoned holes that they drill into the Licensor's pole with approved plugging methods.



5. Neat and Workmanlike Appearance: Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the pole.
6. Poles with Other Attaching Entities: When the Licensee's proposed facilities are to be installed upon poles already jointly used by Licensor and other parties, without in any way modifying the clearance requirements set forth, Licensee shall negotiate with such other parties, as to clearances between its proposed facilities and the spans of other such parties.

## **APPENDIX E—DISTRIBUTION LINE MINIMUM DESIGN REVIEW INFORMATION AND SUGGESTED WORKSHEET**

The following guidelines are provided, and corresponding information must be submitted, with each Permit application for Pole Attachments on City's system. City may direct that certain Attachments do not require the submittal of Design Review Information. These Attachments are noted at the end of this section.

**Each Permit application must include a report from a professional engineer registered to practice in the State of Minnesota, and experienced in electric utility system design, or a City-approved employee or contractor of Licensee. This report must clearly identify the proposed construction and must verify that the Attachments proposed will maintain City's compliance with NESC Class B construction for the loading district as outlined in the NESC Section 25.**

**City may or may not require that all of the following information be submitted at the time of the Permit application. The applicant shall have performed all required calculations and be ready to provide the detailed information below within fifteen (15) calendar days of notice. Applicant shall keep copies of the engineering data available for a period of twenty (20) years.**

In determining compliance, the following minimum conditions shall be used in the calculations for pole strength:

1. For all single phase lines: The minimum assumed phase and neutral conductor shall be 1/0 ACSR (RAVEN) with a design tension of 1800 lbs at 0°F and ½" ice loading. If a larger conductor is currently attached to the pole, the larger size shall be used in the calculations.
2. For all three phase lines: The minimum assumed phase and neutral conductor shall be 1/0 ACSR (RAVEN) with a design tension of 1800 lbs at 0°F and ½" ice loading. If a larger conductor is currently attached to the pole, the larger size shall be used in the calculations and RPU will provide a design tension upon request. RPU has historically used 4/0 (Penguin), 336.4 (Merlin), and 477 (Hawk) as larger conductors for three phase lines.
3. If an existing secondary conductor is present then the size and type of the secondary shall be used in the modeling of pole utilization. If a secondary is not present at time of application the licensee shall assume a #4/0 AWG triplex cable, with an ACSR messenger (CeraPlus).
4. For Pole strength calculations, all Poles shall be as they actually exist.
5. All line angles or dead ends shall be guyed and anchored. Transverse pole strength shall not be assigned to attaching Pole users for line angles, *i.e.*, Pole should be viewed as being void of other cables, conductors, wires, or guys and considering only the applicant's wires/cables for guying calculations.
6. Points of attachment shall be as they actually exist on the Poles.

7. For a City-approved joint use of anchors, Licensee shall utilize guy insulators in its guys.

Licensee shall comply with any NESC and/or City safety factors, whichever is more conservative, in their designs. The engineer for the Permit applicant shall provide for each application the following confirmations:

- **Required permits that have been obtained** (insert n/a if not applicable):

\_\_\_\_\_ (y/n) U.S. Corp of Engineers.  
 \_\_\_\_\_ (y/n) Highway—state, county, city.  
 \_\_\_\_\_ (y/n) Railroad.  
 \_\_\_\_\_ (y/n) Local zoning boards, town boards, etc.  
 \_\_\_\_\_ (y/n) Joint use permits, if required.  
 \_\_\_\_\_ (y/n) Notified other Pole users of contacts or crossings.

- **Confirm that you have:**

\_\_\_\_\_ (y/n) Obtained appropriate franchise(s).  
 \_\_\_\_\_ (y/n) Obtained pole/anchor easements from land owners.  
 \_\_\_\_\_ (y/n) Obtained crossing and overhang permits.  
 \_\_\_\_\_ (y/n) Obtained permit to survey R/W.  
 \_\_\_\_\_ (y/n) Completed State of Minnesota Department of Transportation requirements.  
 \_\_\_\_\_ (y/n) Placed permit number on plans.  
 \_\_\_\_\_ (y/n) Complied with State of Minnesota Underground Facility Location requirements.  
 \_\_\_\_\_ (y/n) Included sag/tension data on proposed cable.

Calculations are based upon the latest edition of the NESC and the latest editions of the requirements of the State of Minnesota.

It is Licensee's responsibility to obtain all necessary permits and provide City with a copy of each.

The engineer for the Permit applicant shall provide for each Pole(s) the following information:

- Project ID \_\_\_\_\_
- Pole number \_\_\_\_\_ [if Pole tag missing, contact City]
- Pole class \_\_\_\_\_ [existing—i.e., 4, 3, 2...]
- Pole size \_\_\_\_\_ [existing—i.e., 35, 40...]
- Pole type \_\_\_\_\_ [Southern Yellow Pine, Douglas Fir...]

- Pole fore span \_\_\_\_\_ [feet]
- Pole back span \_\_\_\_\_ [feet]
- Calculated bending moment at ground level \_\_\_\_\_ [ft-lbs]

**Existing:**

- Power phase condition \_\_\_\_\_ quantity of \_\_\_\_\_ AWG/MCM  
\_\_\_\_\_ CU/AA/ACSR @ \_\_\_\_\_ feet above ground line
- Power neutral condition \_\_\_\_\_ quantity of \_\_\_\_\_ AWG/MCM  
\_\_\_\_\_ CU/AA/ACSR @ \_\_\_\_\_ feet above ground line
- Power sec condition \_\_\_\_\_ quantity of \_\_\_\_\_ AWG/MCM  
\_\_\_\_\_ CU/AA/ACSR @ \_\_\_\_\_ feet above ground line
- Telco #1 cables \_\_\_\_\_ qty of \_\_\_\_\_ dia @ \_\_\_\_\_ ft above ground line
- CATV #2 cables \_\_\_\_\_ qty of \_\_\_\_\_ dia @ \_\_\_\_\_ ft above ground line
- User #3 cables \_\_\_\_\_ qty of \_\_\_\_\_ dia @ \_\_\_\_\_ ft above ground line
- User #4 cables \_\_\_\_\_ qty of \_\_\_\_\_ dia @ \_\_\_\_\_ ft above ground line
- User #5 cables \_\_\_\_\_ qty of \_\_\_\_\_ dia @ \_\_\_\_\_ ft above ground line
- User #6 cables \_\_\_\_\_ qty of \_\_\_\_\_ dia @ \_\_\_\_\_ ft above ground line

**Proposed:**

- Proposed cables \_\_\_\_\_ qty of \_\_\_\_\_ dia @ \_\_\_\_\_ ft above ground line
- Proposed cables \_\_\_\_\_ qty of \_\_\_\_\_ dia @ \_\_\_\_\_ ft above ground line

AGL = Above Ground Level

The minimum vertical clearance under all loading conditions measured from the proposed cable to ground level on each conductor span shall be stated above. Variations in topography resulting in ground elevation changes shall be considered when stating the minimum vertical clearance within a given span.

Calculated pole bending moment at ground level: \_\_\_\_\_ [ft-lbs]

Pole breaking bending moment at ground level: \_\_\_\_\_ [ft-lbs]

Calculated transverse safety factor: \_\_\_\_\_ [ratio should be greater than 1.00]

Proposed loading data [provide similar data for each cable proposed]:

**A.** Weight data (cable and messenger)—

**1.** Vertical weight, bare = \_\_\_\_\_ [#ft]

**B.** Tension data (final tensions on messenger)—**1.** NESC maximum load for area of construction: \_\_\_\_\_ [lbs]**2** 60° F, NO wind: \_\_\_\_\_ [lbs]

Permit applicant's engineer shall provide for each transverse guy, or dead end to which guys and/or anchors are attached, the following information:

- Pole number \_\_\_\_\_
- Calculated cable messenger tension under NESC maximum loading conditions \_\_\_\_\_ [lbs]

**If connection is:**

- A dead end, is it a single or double? \_\_\_\_\_ [S, D]
- A change in tension, what is change? \_\_\_\_\_ [lbs]
- A line angle, what is angle change? \_\_\_\_\_ [degrees]
- What is tension change at angle? \_\_\_\_\_ [lbs]

**For each dead end:**

- Point of attachment for guy hook \_\_\_\_\_ [feet AGL]
- Anchor distance from Pole \_\_\_\_\_ [feet]
- Calculated guy tension \_\_\_\_\_ [lbs]
- Rated guy working strength \_\_\_\_\_ [lbs]

**For each change in tension:**

- Point of attachment for guy hook \_\_\_\_\_ [feet AGL]
- Anchor distance from Pole \_\_\_\_\_ [feet]
- Calculated guy tension \_\_\_\_\_ [lbs]
- Rated guy working strength \_\_\_\_\_ [lbs]

**For each line angle:**

- Point of attachment for guy hook \_\_\_\_\_ [feet AGL]
- Anchor distance from Pole \_\_\_\_\_ [feet]
- Calculated guy tension \_\_\_\_\_ [lbs]
- Rated guy working strength \_\_\_\_\_ [lbs]

**For each anchor:**

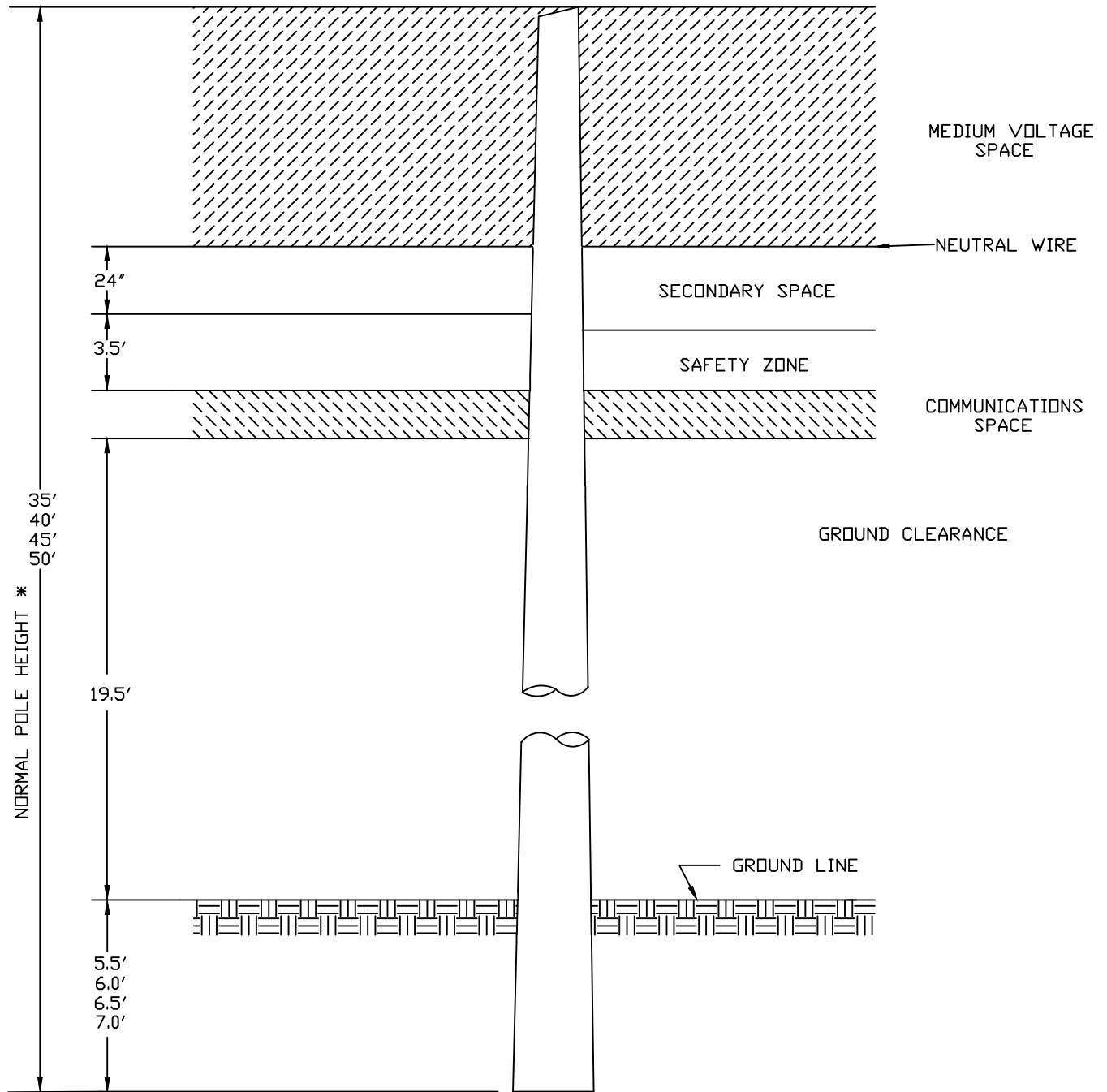
- Anchor distance to nearest anchor\_\_\_\_\_ [feet]
- Calculated anchor tension\_\_\_\_\_ [lbs]
- Rated anchor strength\_\_\_\_\_ [lbs]
- Soil composition\_\_\_\_\_ [sandy, loam, clay, rock]

## APPENDIX F

### FIELD DATA SUMMARY SHEET INSTRUCTIONS

<b><u>Column</u></b>	<b><u>Instructions</u></b>
<b>City Pole Number</b> .....	If a Pole tag is not in place, it may be left for City if the accompanying sketch is adequate to determine the Location.
<b>Plan Sheet Pole Number</b> .....	Pole Sketch Pole identification number.
<b>Pole Height and Class</b> .....	List the present Pole height and class and list the proposed Pole height and class if it is necessary for City to replace the Pole for clearance, etc.
<b>Guy Attachments</b> .....	All unbalanced loading on Poles must be guyed. Attachments to City's anchors will not be allowed.
<b>Attachment Height</b> .....	Licensee's Attachment height above ground level. List guy lead in feet.
<b>Inches Below Municipal</b> .....	The number of inches Licensee is to be attached below City while maintaining clearance as required in Item #4.
<b>Span Length</b> .....	List the back span length for each Attachment.
<b>Inches Sag</b> .....	List the messenger sag for the design listed on the cover sheet at sixty (60) degrees Fahrenheit.
<b>Ground Clearance</b> .....	List the ground clearance at the low point of the back span. Must not be less than the National Electrical Safety Code (latest edition).

## APPENDIX G



Attachment: Pole Attachment Master (10168 : Master Pole Attachment Agreement)

NOT TO SCALE

## ROCHESTER PUBLIC UTILITIES

NO	REVISION	APPROVED BY	DATE
0	ORIGINAL DRAWING	GAV	8/89
1	REVISED FOR TRANSFORMER SPACING	NJS	9/06
2	MISC. REVISIONS	B.K.	2/19

JOINT POLE SPACING  
DISTRIBUTION POLESDWG 1  
OD9PO





## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, approval of the Master Pole Attachment Agreement following final review and edits delegated to the General Manager subject to City Attorney approval and authorize the Mayor and the City Clerk to execute the agreements.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 19th day of February, 2019.

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President

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Secretary

## FOR BOARD ACTION

Agenda Item # (ID # 10151)

Meeting Date: 2/19/2019

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**SUBJECT: Establish Bulk Water Station Charges**

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**PREPARED BY: Bryan Blom**

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ITEM DESCRIPTION:

RPU will be installing a bulk water station which is a facility that contractors will use to acquire relatively large volumes of water quickly without having to use a hydrant meter. The facility will have the capability to serve thirty different contractors. Each contractor will need to acquire a key for a specific meter register from RPU. The meter register will record the volume of water used and the contractor will be billed for the volume of water at the current water irrigation meter rate of \$1.065/CCF. In addition to the charge for the volume of water used, a monthly access fee of \$60/month will be charged for as long as the contractor holds the key. A \$200 refundable key deposit will be required when the contractor acquires the key which will be refunded to them assuming the key is returned in good condition. The bulk water station is expected to be placed in service in May.

Over the long term RPU will evaluate the feasibility of eliminating labor-intensive hydrant meters with multiple bulk water stations located throughout the service area. The rates for hydrant meters and the bulk water station will be more extensively examined during the Water Cost-of-Service Study later this year as part of that evaluation.

A red-line version of the RPU Water Utility Miscellaneous Fee Schedule is attached. The schedule revision also includes the addition of defining the Irrigation Meter Rate as the commodity rate for hydrant meters. This is just a clarification on the hydrant meter commodity charge, not a change from previous practice.

UTILITY BOARD ACTION REQUESTED:

Approve the addition of the Bulk Water Station charges to the RPU Water Utility Miscellaneous Fee Schedule. Those charges include the Monthly Access Charge of \$60.00 per month, the Refundable Key Deposit of \$200.00, and the Commodity Charge for water usage at the Irrigation Meter Rate as set in the RPU Rate Tariff WTR-C. Also approve the addition of defining the Irrigation Meter Rate as the commodity rate for hydrant meters.

**ROCHESTER PUBLIC UTILITIES  
(RPU)**

**MISCELLANEOUS FEES  
SHEET 2 of 2**

**2019 MISCELLANEOUS FEES  
WATER UTILITY**

	<u><b>2019 Rate</b></u>
Water Main Tapping Fee ¾"	\$225.00
Water Main Tapping Fee 1 "	\$225.00
Water Main Tapping Fee 4 "	\$760.00
Water Main Tapping Fee 6 "	\$760.00
Water Main Tapping Fee 8 "	\$760.00
Water Main Tapping Fee 10 "	\$760.00
Water Main Tapping Fee 12 "	\$760.00
 Frozen Meter Repair	 \$ 90.00
 Optional Non-AMR Meter Change out Fee Water	 \$ 80.00
Optional Non-AMR Meter Monthly Fee per premise	\$ 55.00
 <u>Hydrant Meter Rental</u>	
Flat fee for installation and Retrieval (plus tas)	\$120.00
Addition for 1" Meter	\$ 40.00
Addition for 2-3" Meter	\$ 80.00
<u>Commodity Charge</u>	<u>Irrigation Meter rate from the WTR-C rate tariff</u>
 <u>Bulk Water Station</u>	
<u>Monthly Access Charge</u>	<u>\$60.00</u>
<u>Refundable Key Deposit</u>	<u>\$200.00</u>
<u>Commodity Charge</u>	<u>Irrigation Meter rate from the WTR-C rate tariff</u>
 Unauthorized Use – Valve or Hydrant (Per Occurance)	 \$500.00
 Water Leak Detection	
1 person	\$170.00
2 people	\$320.00
 Curb Box Operation	 \$ 50.00
 Meter Removal Fee	 \$ 50.00
 Meter Installation Fee	 \$ 50.00
 Frozen Pipes – per man hour	 \$ 85.00
 After Hours Tower Access	 \$130.00

Approved by Rochester Public Utility Board:  
Effective Date:

~~November 20, 2018~~ February 19, 2019  
January 1, 2019



## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve establishing a schedule of charges for use of the Bulk Water Station including a monthly fixed charge, a charge for water usage at the Irrigation Meter Rate per the RPU WTR-C rate tariff, and a refundable key deposit according to the attached RPU Water Utility Miscellaneous Fee Schedule effective February 20, 2019

BE IT FURTHER RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to officially establish the rate for water usage from hydrant meters at the Irrigation Meter Rate per the RPU WTR-C rate tariff, which is consistent RPU's past practice.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 19th day of February, 2019.

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President

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Secretary

## FOR BOARD ACTION

Agenda Item # (ID # 10171)

Meeting Date: 2/19/2019

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**SUBJECT: Rate Structure Discussion**

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**PREPARED BY: Mark Kotschevar**

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ITEM DESCRIPTION:

Staff will give the Board an update on the customer survey and be available to answer any questions.

UTILITY BOARD ACTION REQUESTED:

N/A - Informational only

## FOR BOARD ACTION

Agenda Item # (ID # 10185)

Meeting Date: 2/19/2019

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**SUBJECT: Board Committee Assignments 2019-2020**

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**PREPARED BY: Christina Bailey**

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ITEM DESCRIPTION:

UTILITY BOARD ACTION REQUESTED:

## Public Utility Board Committee Assignments 2019-20

Finance	Communications	Strategic Planning	Operations & Admin.	Policy
Brian Morgan	Melissa Graner Johnson	Tim Haskin (IT)	Tim Haskin	Brian Morgan
Melissa Graner Johnson	Tim Haskin	Brett Gorden (Gen/Distr)	Melissa Graner Johnson	Brett Gorden
Peter Hogan	Steven Nyhus	Jeremy Sutton	Jeremy Sutton	Mark Kotschevar
		Peter Hogan	Sidney Jackson	

## FOR BOARD ACTION

Agenda Item # (ID # 10184)

Meeting Date: 2/19/2019

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**SUBJECT: RPU Index of Board Policies**

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**PREPARED BY: Christina Bailey**

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ITEM DESCRIPTION:

UTILITY BOARD ACTION REQUESTED:



ROCHESTER PUBLIC UTILITIES		
INDEX OF BOARD POLICIES		
	REVISION DATE	RESPONSIBLE BOARD COMMITTEE
<b>BOARD</b>		
1. Mission Statement	6/26/2012	Policy
2. Responsibilities and Functions	3/27/2012	Policy
3. Relationship with the Common Council	2/28/2012	Policy
4. Board Organization	3/27/2018	Policy
5. Board Procedures	3/27/2012	Policy
6. Delegation of Authority/Relationship with Management	7/24/2018	Policy
7. Member Attendance at Conferences and Meetings	12/18/2018	Policy
8. Board Member Expenses	12/18/2018	Policy
9. Conflict of Interest	11/26/1985	Delete
10. Alcohol and Illegal Drugs	7/28/1988	Delete
11. Worker Safety	3/27/2012	Policy
<b>CUSTOMER</b>		
12. Customer Relations	5/8/1984	Ops & Admin
13. Customer and Public Information	4/10/1984	Communications
14. Application for Service	7/1/2016	Ops & Admin
15. Electric Utility Line Extension Policy	3/28/2017	Finance
16. Billing, Credit and Collections Policy	7/25/2017	Finance
17. Electric Service Availability	4/28/1998	Ops & Admin
18. Water and Electric Metering	6/26/2018	Ops & Admin
19. Electric & Water Bill Adjustment	3/10/1994	Finance
20. Rates	7/25/2017	Finance
21. Involuntary Disconnection	4/24/2018	Communications
<b>ADMINISTRATIVE</b>		
22. Acquisition and Disposal of Interest in Real Property	12/19/2017	Ops & Admin
23. Electric Utility Cash Reserve Policy	1/13/2017	Finance
24. Water Utility Cash Reserve Policy	1/13/2017	Finance
25. Charitable Contributions	11/26/1985	Communications
26. Utility Compliance	10/24/2017	Communications
27. Contribution in Lieu of Taxes	6/29/1999	Finance
28. Debt Issuance (PENDING)	PENDING	Finance
29. Joint-Use of Fixed Facilities and Land Rights	10/8/1996	Ops & Admin
30. Customer Data Policy	10/9/2014	Communications
31. Life Support	10/9/2014	Communications
32. Undergrounding Policy (PENDING)	PENDING	Ops & Admin
Red - Currently being worked on		
Yellow - Will be scheduled for revision		