



## MEETING AGENDA – APRIL 02, 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 - Feb 19, 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. Rose Harbor Tank Repair/Repainting  
Resolution: Rose Harbor Tank Repair/Repainting

- 6. Regular Agenda**

1. Distributed Generation Annual Report  
Resolution: Distributed Generation Annual Report

2. Distributed Generation Tariff Schedule Update  
Resolution: Distributed Generation Tariff Schedule Update

- 7. Informational**

1. Update from the Rochester Energy Commission

2. Pole Attachment Final Template

3. CSC Building Expansion and Renovation Project

4. Customer Relations and Public Information and Outreach Policies

- 8. Board Liaison Reports**

1. 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 – FEBRUARY 19, 2019

BOARD ROOM  
4000 EAST RIVER ROAD NE  
ROCHESTER, MN 55906

4:00 PM

### Call to Order

#### 1. Approval of Agenda

1. **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 Member
<b>AYES:</b>	Gorden, Haskin, Johnson, Morgan, Wojcik

#### 2. Safety Moment

Vice President Johnson spoke regarding the importance of communicating unsafe conditions to a supervisor immediately.

#### 3. Approval of Minutes

1. Public Utility Board - Regular Meeting - Jan 29, 2019 4:00 PM
2. **Motion to:** approve the Minutes of Jan. 29, 2019 as presented

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

#### 4. Approval of Accounts Payable

President Morgan asked about whether line item number 64, earnest money payment on Eastwood Road, has to do with a planned capital improvement project coming to the Board for approval. General Manager Mark Kotschevar replied yes it will, as this is part of the purchase of land for a new substation project for next year. President Morgan also inquired about payments made to Elite Card Payment Center. Mr. Kotschevar said these are traveling expenses for employees.

Vice President Johnson recused herself from voting on line item number 144.

1. a/p board listing
2. **Motion to:** approve the a/p board listing as presented

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

### NEW BUSINESS

### Open Comment Period

Minutes Acceptance: Minutes of Feb 19, 2019 4:00 PM (Approval of Minutes)

*(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. No one came forward to speak.

## 5. Consideration Of Bids

### 1. Lump Sum and Hourly Power Line Clearance Tree Trimming

*Buyer Mona Hoeft presented a request to the Board to approve contracts with three separate vendors for power line clearance tree trimming for 2019. Sealed bids were opened on February 5, 2019, with Wright Tree Service the low bidder for hourly tree trimming in all categories and for lump sum tree trimming for utility line 905, Asplundh Tree Expert LLC the low bidder for lump sum tree trimming for lines 601B and 601C, and New Age Tree Service of MN the low bidder for lump sum tree trimming for lines 911, 1601, 601A and 601C. Contract awards are valued at not to exceed \$1,318,493 to Wright Tree Service, \$20,905 to Asplundh Tree Expert LLC, and \$366,143 to New Age Tree Service of MN, plus applicable tax. The second year of Wright Tree Service's contract is subject to approval of RPU's 2020 budget. The total value of the 2019 tree trimming contracts is \$1,050,053 plus applicable tax. All contracts are effective upon execution with lump sum work expected to be completed by November.*

*Board Member Michael Wojcik asked how homeowners will be notified of the work being done. Ms. Hoeft stated that residents will receive notice face-to-face after knocking on the door, or a note will be placed on the doorknob. Mr. Wojcik pointed out that notice should also be sent to the property owners if renters live at the property. President Morgan asked if we know who are tenants versus owners. Ms. Hoeft stated that thirty percent of Rochester residents are comprised of renters. RPU uses property records to determine ownership.*

Resolution: Lump Sum and Hourly Power Line Clearance Tree Trimming

*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.*

Minutes Acceptance: Minutes of Feb 19, 2019 4:00 PM (Approval of Minutes)

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

## 6. Regular Agenda

### 1. Master Pole Attachment Agreement

*Buyer Mona Hoeft presented to the Board for approval a new master pole attachment agreement for private licensed vendors wishing to install and maintain communication equipment on City poles. The new agreement includes updated language, construction drawings, standard permit methodology and a new rate structure. Ms. Hoeft stated that fourteen months ago, RPU notified five existing pole attachment contractors of the termination of their existing agreements with the City and the plan for a new agreement. The new agreement will take effect January 1, 2020, and includes a new licensee, MetroNet. MetroNet has requested RPU to move forward with the agreement to prevent any delays to their schedule. The term of the agreement is five years from initial execution and will automatically renew for successive one-year terms, with either party allowed to terminate via a ninety-day written notice. The approval of the agreement is contingent upon approval by the RPU General Manager and the Rochester City Attorney.*

*Board Member Michael Wojcik asked if RPU has the right to abandon a pole at any time and how many poles are currently occupied by Centurylink. RPU does have that right, said Ms. Hoeft. Senior Electrical Engineer Randy Anderton stated that RPU currently has 14,000 poles with attachments and Centurylink is present on 3,000. President Morgan asked if the new agreement favors MetroNet. General Manager Mark Kotschevar replied that RPU cannot discriminate to any individual attacher. President Morgan observed that RPU has forty-five days to respond to vendor permit applications and asked if RPU staff have the bandwidth to handle that workload. He also asked if the contract language includes an opt-out provision for RPU. The forty-five-day turn-around time is an FCC requirement, stated Senior Electrical Engineer Brian Kelly. President Morgan requested that the final version of the contract be provided to the Board members.*

Resolution: Master Pole Attachment Agreement

*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.*

Minutes Acceptance: Minutes of Feb 19, 2019 4:00 PM (Approval of Minutes)

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

2. Establish Bulk Water Station Charges

*The Board was asked to approve a new bulk water station facility that will service contractors needing large volumes of water, as well as approve the associated fees in the water utility fee schedule. The station would be used by contractors as an alternative to obtaining water from hydrants using a hydrant meter.*

*Accounting Manager Bryan Blom said the new station will have the capacity to serve thirty contractors and will require the use of a key for a meter register that would be obtained from RPU. The contractor would be billed for water usage at the current water irrigation meter rate of \$1.065/CCF, as well as a \$60 monthly access fee and a refundable \$200 key deposit.*

*The first bulk water station is expected to be placed in service in May, and multiple stations may be added throughout the service area once RPU has a chance to evaluate the effectiveness of the service. Additionally, the Board was asked to approve the addition of the irrigation meter rate as the commodity rate for hydrant meters in the RPU water rate tariff.*

*Board Member Tim Haskin asked where the first station will be located. Water Maintenance and Construction Manager Cary Johnson replied it will be near the Silver Lake Plant. President Morgan asked if the fees might increase next year; Mr. Johnson stated they will not. Mr. Haskin asked if there would be any potential issues with semi trucks navigating residential areas. The stations will be located on truck routes, said Mr. Johnson. President Morgan inquired whether use of the stations will be a faster or slower process than using hydrants. Mr. Johnson indicated it should be about the same.*

Resolution: Establish Charges for Bulk Water Station

*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.*

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

7. Informational



## 1. Rate Structure Discussion

*Staff provided an update on the upcoming RPU customer survey and distributed a near-final draft to the Board members. Director of Customer Relations Krista Boston stated that RPU has finalized a contract with Great Blue Market Research to conduct the survey, and the survey questions had been reviewed by members of the Rochester Energy Commission for their input. RPU is striving to obtain a sample of 1,200 completed phone surveys, as well as an unlimited amount of online surveys. Ms. Boston shared that the RPU customer base reflects the following demographics: seventy percent homeowners and thirty percent renters, and ethnicities consisting of eighty percent caucasian and twenty percent people of color. The three categories of the survey are conservation and electrification, behavior modification and demographics.*

*Board Member Tim Haskin asked why respondents need to declare their gender as part of the survey and whether RPU plans to use that information for marketing purposes. Ms. Boston stated that gender information will be used in designing a conservation program based on consumer preferences. An "other" category could be added to the gender question, she said, and she will consult with Great Blue for their recommendation.*

*Board Member Michael Wojcik pointed out that one of the questions begins with a hypothetical statement lacking context, and the term "greenhouse gas emissions" should be changed to "clean energy". He would also prefer to see percentages rather than dollar amounts of savings, he said. However, General Manager Mark Kotschevar stated that people can better relate to dollar amounts.*

*Board Member Tim Haskin asked how the phone number will appear through caller ID. Ms. Boston indicated that it will display a 1-800 number. The Board advised that staff may proceed with the survey plans. Ms. Boston plans to deliver the final results of the customer survey to the Board at its April 30, 2019 meeting.*

**8. Board Liaison Reports**

## 1. Board Committee Assignments 2019-2020

*The Board reviewed the new Board committee assignments established at the previous meeting. President Morgan requested that the assignments to the Rates Committee be amended to add Brett Gorden and Michael Wojcik.*

## 2. RPU Index of Board Policies

*In regard to the updating of Board policies, General Manager Mark Kotschevar shared that Director of Customer Relations Krista Boston will have time to revise the Customer Relations and Customer Information policies once the customer survey has been completed.*

**9. General Managers Report**

Director of Power Resources Jeremy Sutton provided a brief overview of a presentation from Southern Minnesota Municipal Power Agency (SMMPA) on the polar vortex event of January 28-31, 2019, that brought historic cold temperatures and wind chills to the north and central regions of Minnesota, causing emergency electric generation needs. It was requested that the PowerPoint presentation be posted to the RPU website and sent to the Board members.

General Manager Mark Kotschevar reported that he and Director of Compliance and Public Affairs Steve Nyhus will attend the American Public Power Association (APPA) Legislative Rally February 25-27 in Washington D.C. to meet with federal elected officials.

RPU received an additional point in its Reliable Public Power Provider (RP3) application total scoring from APPA, bringing its point total to 99.5 out of 100. Mr. Kotschevar gave kudos to Christina Bailey for pursuing and being awarded the extra point on behalf of the utility.

Mr. Kotschevar announced that Director of Core Services Sidney Jackson was appointed as a representative on the Midwest Reliability Organization (MRO) Board. Congratulations to Sidney.

RPU's annual Employee Recognition Breakfast will be held on March 7, 2019, with Rochester City Administrator Steve Rymer, Rochester Mayor Kim Norton and RPU Board President Brian Morgan expected to speak at the event.

Director of Corporate Services Peter Hogan gave a brief update on the implementation of RPU's new customer care and billing system, Cayenta, to the Board. The planned project go-live date is May 14, 2019, however, the team is currently 30 days behind schedule for the end-to-end testing phase. Twelve additional issues were added last month, so progress has stalled in some areas. Therefore, Mr. Hogan said there will be a two-week buffer added to the go-live date. Board Member Michael Wojcik asked how many issues are currently open. Mr. Hogan replied that there are currently 95 open issues.

Mr. Wojcik asked what the Board's preference is regarding video recordings of the meetings. RPU is looking into affordable technology options in consultation with the City Administrator, said Mr. Kotschevar, and will keep the Board informed going forward. The option of using the RPU Community Room for Board meetings was also discussed.

## 10. Division Reports & Metrics

President Browning congratulated RPU staff for beginning the year injury-free. Mr. Kotschevar stated that one injury in February may end up being classified as recordable, depending on the determination by the City of Rochester.

## 11. Other Business

President Morgan asked about the Badger Coulee agreement from the last meeting. Mr. Kotschevar stated the agreement was included in the council packet and approved.

President Morgan inquired whether the economic development rate is being brought to the March Rochester Area Economic Development Inc. (RAEDI) meeting. It will be brought by March or sooner, said Mr. Kotschevar.

President Morgan also asked of the current status of the Conservation Improvement Program (CIP). The MMUA/MREA task force jointly drafted their version of new legislation, said Mr. Kotschevar; discussions continue and changes are moving forward. The committee has reached agreement on one percent energy conservation and one-half percent for efficient electrification of things.

## 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>*

Submitted by:

\_\_\_\_\_  
Secretary

Approved by the Board

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Regular Meeting

Tuesday, February 19, 2019

4:00 PM

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Board President

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Date

Minutes Acceptance: Minutes of Feb 19, 2019 4:00 PM (Approval of Minutes)

## ACCOUNTS PAYABLE

Meeting Date: 4/2/2019

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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 02/11/2019 To 03/11/2019  
**Consolidated & Summarized Below 1,000**

**Greater than 50,000 :**

SOUTHERN MN MUNICIPAL POWER A	February SMPA Bill	6,833,050.45
MN DEPT OF REVENUE	Sales and Use Tax January 2019	662,205.32
KNUTSON CONSTRUCTION SERVICES	Service Center Expansion Materials-Dec 2018	572,218.00
KNUTSON CONSTRUCTION SERVICES	Service Center Expansion Labor-Dec 2018	483,047.91
CONSTELLATION NEWENERGY-GAS D	January Gas for WES	134,021.86
ENVIRONMENTAL SYSTEMS RESEARC	2017-20 Esri Enterprise Lic. Agrmt Annual Renew	76,289.06
MIMG CXXXVII GATES OF ROCHEST	Customer Refunds 300000724535 for deposit	74,444.34
THE ENERGY AUTHORITY INC	MISO Fees	72,051.68
CONSTELLATION NEWENERGY-GAS D	January Gas for Cascade Creek	70,422.24
CONSTELLATION NEWENERGY-GAS D	January gas for SLP	67,181.12
MN DEPT OF HEALTH	Community Water Supply Fee Jan-Mar 2019	62,693.00
ROCHESTER PUBLIC SCHOOLS	CIP Conserve & Save Rebates-Cooling & Lighting	57,494.62

**Price Range Total:**

9,165,119.60

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

BILLTRUST dba	2019 CC/Billing/Mailing/IVR Services-Feb	44,550.89
HDR ENGINEERING INC	Water Main Analysis for water main replacement	41,887.62
WCG CONSULTING GROUP	Project Asst with Cayenta Implementation	41,440.04
CITY OF ROCHESTER	Workers Comp Payments	38,709.53
PEOPLES ENERGY COOPERATIVE (P	Feb Compensable	38,517.65
DAKOTA SUPPLY GROUP	120-Luminaire, 108W LED, PC 120-277V, Gray	36,679.50
STEELCASE INC (P)	Furniture Pkg RPU Offices	36,299.59
MAYO FOUNDATION	CIP Conserve & Save Rebates-Lighting & VSD's	34,419.85
HYVEE FOOD STORES	CIP Conserve & Save Rebates-Lighting	29,593.00
CITY OF ROCHESTER	Workers Comp Payments 2018	26,350.58
WORKS COMPUTING INC	VMware Horizon Support Subscription	24,744.18
COMPUTER TASK GROUP INC	Project Coordinator for Cayenta Project	24,373.29
THE ENERGY AUTHORITY INC	February TEA Fee	22,628.17
WORKS COMPUTING INC	2019 HPE Foundation Care Support-16 Blade Servers	22,233.34
SPARTA CONSULTING INC	2017-19 SAP Application Support~	22,080.00
BADGER METER INC (P)	52-Meter, Bare 1-1/2" Badger Disc	20,647.78
MARSDEN BLDG MAINT LLC dba	Bldg Cleaning Jan & Feb	20,044.36
BORDER STATES ELECTRIC SUPPLY	48-Meter, FM16S CL200 MRV 2-Way	19,706.90
CENTRAL MINNESOTA MUNICIPAL P	February Capacity Purchase	19,200.00
CITY OF ROCHESTER - PARK & RE	CIP Conserve & Save Rebates-Lighting	18,744.00
SMART ENERGY SYSTEMS LLC	Smart customer mobile subscription	17,901.56
HDR ENGINEERING INC	Switghgear Evaluation Phase 1	17,561.00
WRIGHT TREE SERVICE INC	2019 Hourly Tree Trimming Extension~	16,657.98
WORKS COMPUTING INC	2019 VMware Vsphere Renewal	16,493.06
BLUESPIRE STRATEGIC MARKETING	2016 - 2019 RPU Plugged In Contract	16,000.00
U S ALLIANCE GROUP	February Credit Card Processing Fees	15,788.87
HOMETOWN CONNECTIONS	Customer Time of Use Survey	15,497.50
OLMSTED COUNTY SHERIFFS OFFIC	Customer Refunds 300000640504-storm water	14,906.94
SHI INTERNATIONAL CORP (P)	2019 Oracle Java SE Subscription	14,477.29
EPLUS TECHNOLOGY INC	Phone system Software upgrade Services	14,267.81
VISION COMPANIES LLC (P)	Org Strategy	13,987.50
CUSTOM COMMUNICATIONS INC	SC Fire Detection & Alarm Bldg Expan Proj	12,884.85
CENTURYLINK (P)	2018-19 Monthly Telecommunications	12,577.52
CREDIT MANAGEMENT LP	2019 Collections/Delinquent Services	12,147.63
CORE & MAIN LP (P)	Keytrol 30 User W/2" valve-automatic washer	12,115.00
BADGER METER INC (P)	16-Meter, Bare 2" Badger Disc	12,108.17
STUART C IRBY CO INC	5,400 ft-Wire, AL, 15kV, 4/0 Str, 1/C, Jkt, 220m	11,606.17
BELL LUMBER & POLE COMPANY	20-Pole, 40ft, WRC, CL3	10,780.00
WARTSILA NORTH AMERICA	GAS FILTER FOR BOLL&KIRCH FILTER	10,448.80
OLMSTED COUNTY PUBLIC WORKS	Customer Refunds 300000600984-storm water	10,356.12
CRESCENT ELECTRIC SUPPLY CO	6-SL Pole, 30' 3" Mtg Ht, 6' Arm, Galv	10,211.91

Attachment: AP Board CrMo (10319 : A/P board listing)

# **ROCHESTER PUBLIC UTILITIES**

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

For 02/11/2019 To 03/11/2019

**Consolidated & Summarized Below 1,000**

61	CPMI INC	Service Center Project	9,565.00
62	HALLBERG ENGINEERING INC	CSC Commissioning Service	9,400.20
63	ULTEIG ENGINEERS INC	Engineering Srvs for IBM Phasing Mod	9,387.18
64	CHS ROCHESTER	February Fuel	8,993.97
65	ROCHESTER ATHLETIC CLUB	CIP Conserve & Save Rebates-Lighting & Custom	8,844.86
66	HARMONY ENTERPRISES INC	1-Vertical cardboard baler	8,520.00
67	MINNESOTA ENERGY RESOURCES CO	January Gas for WES	8,471.52
68	BETHEL LUTHERAN CHURCH	CIP Conserve & Save Rebates-Lighting	8,201.75
69	STUART C IRBY CO INC	1-Trans, PM, 3ph, 225kVA, 13.8/8, 208/120	8,131.00
70	ROCHESTER HOTEL DEVELOPERS LL	CIP Conserve & Save Rebates-Lighting	8,084.00
71	WALGREENS CO #11834	CIP Conserve & Save Rebates-Lighting	8,002.21
72	SIEMENS INDUSTRY INC (P)	2019 CAPE software maintenance	7,919.44
73	WELLS FARGO BANK ACCT ANALYSI	2019 Banking Services-Feb	7,837.67
74	MINNESOTA ENERGY RESOURCES CO	January Gas Service Center	7,823.91
75	RESCO	100-Mast Arm, Residential LED, Extension	6,775.88
76	STEELCASE INC (P)	Furniture Pkg Warehouse-Table & Chairs	6,674.09
77	BELL LUMBER & POLE COMPANY	9-Pole, 45ft, WRC, CL3	6,660.00
78	ELITE CARD PAYMENT CENTER	Travel, CLekatz, SANS Conf, Registration	6,499.00
79	ULTEIG ENGINEERS INC	Engineering Srvs for Marion Rd Sub	6,460.00
80	ST MARY'S UNIVERSITY OF MINNE	CIP Conserve & Save Rebates-Lighting	6,451.24
81	RSP ARCHITECTS LTD.	Service center Expansion Project	6,420.60
82	SHI INTERNATIONAL CORP (P)	2019 Symante Protection Suite Enterprise	6,419.45
83	TWIN CITY SECURITY INC	2019 Security Services	6,307.50
84	ELITE CARD PAYMENT CENTER	Travel,CPeterson, Registration, Orlando'	6,299.00
85	BELL LUMBER & POLE COMPANY	15-Pole, 35ft, WRC, CL3	6,105.00
86	ALL SYSTEMS INSTALLATION dba	Repair efforts for damaged utilities	5,620.00
87	HOGAN PETER	Travel, SANAS NERC, Orlando FL, Reg Fee	5,530.00
88	ODUDAL ROBERT	Customer Refunds 3*50266-overbilled on water/waste water	5,459.73
89	EGAN COMPANY	WES Signage Bases	5,236.88
90	GLOBAL INDUSTRIAL (P)	26-Telescoping safety post	5,174.00
91	SCHMIDT GOODMAN OFFICE PRODUC	17-Mesh-back side chair w/casters	5,083.00
92	CHS ROCHESTER	February Fuel	5,033.95
93	KATS EXCAVATING LLC	Inspect and repair leaking line in street will bill customer	5,000.00
94			
95		<b>Price Range Total:</b>	1,104,017.98
96			
97	<b><u>1,000 to 5,000 :</u></b>		
98			
99	WARTSILA NORTH AMERICA	Spare parts for Wartsilla Engines	4,984.30
100	BADGER METER INC (P)	24-Measuring Chamber, M-120	4,950.45
101	U S A SAFETY SUPPLY	48 pair-Glove, Leather Insulated, Large	4,937.63
102	OSI - OPEN SYSTEMS INTERNATIO	SCADA training- 10 units	4,905.00
103	BELL LUMBER & POLE COMPANY	20-Pole, 30ft, WRC, CL5	4,880.00
104	A & A ELECT & UNDERGROUND CON	2017-2022 Directional Boring	4,780.00
105	POWER MONITORS INC	3-Flexible CT, 3 channel	4,777.32
106	ROCH GOLF & COUNTRY CLUB	Customer/Member & Trade Ally Mtg	4,677.34
107	KATS EXCAVATING LLC	Water line repair on street side curb box	4,570.00
108	HALO BRANDED SOLUTIONS	1,025-LED Nightlights	4,480.48
109	CITY OF ROCHESTER	Workers Comp Payments	4,461.14
110	SUPERIOR COMPANIES OF MINNESO	Annual testing field loaner valves	4,095.00
111	JENNINGS, STROUSS & SALMON PL	Legal Fees for MISO	4,026.00
112	BADGER METER INC (P)	96-Meter, Bare 5/8x1/2" Badger Disk	3,985.92
113	CDW GOVERNMENT INC	1-Laserjet multifunction printer, M775dn	3,960.58
114	POWER MONITORS INC	3-Boomerang 3-phase monitor w/external ant	3,895.59
115	U S A SAFETY SUPPLY	36 pair-Glove, Leather Insulated, X-Large	3,703.22
116	U S A SAFETY SUPPLY	36 pair-Glove, Leather Insulated, Medium	3,703.22
117	ELITE CARD PAYMENT CENTER	Secure Site Pro software 2 years	3,623.06
118	TECHNIBUS INC	Cascade Creek - T2 replacement bus	3,612.30
119	STUART C IRBY CO INC	3-Trans, PM, 1ph, 25kVA, 13.8/8, 240/120	3,609.00
120	BORDER STATES ELECTRIC SUPPLY	8-Meter, FM16S CL320 MRV 2-Way	3,498.23

Attachment: AP Board CrMo (10319 : A/P board listing)

**ROCHESTER PUBLIC UTILITIES**  
**A/P Board Listing By Dollar Range**  
For 02/11/2019 To 03/11/2019  
**Consolidated & Summarized Below 1,000**

121	EPLUS TECHNOLOGY INC	2019 Network maintenance services	3,392.00
122	BORDER STATES ELECTRIC SUPPLY	8-Meter, FM4S CL20 MRV 2-Way	3,284.48
123	LAWSON PRODUCTS INC (P)	20-Storage Bin, 20 hole	3,222.88
124	BORDER STATES ELECTRIC SUPPLY	32-WTB-Led Lighting Replacement Per Safety	3,224.77
125	TOTAL RESTAURANT SUPPLY	1-Cooler, 2-door, 49cu ft	3,187.00
126	MN DEPT OF PUBLIC SAFETY	2018 SARA Fees for Well Houses	3,100.00
127	ALSTOM GRID INC	1-Dash Pot, for Alstom Mech CRR5-4E	3,061.08
128	ENDRESS & HAUSER INC	WWES Gas Meter Calibration	3,025.77
129	IHEART MEDIA dba	Radio-Tips from Tony-Jan	3,021.00
130	EAGLES CLUB ROCHESTER	Damage Prevention Seminar	2,986.34
131	ELEVATE MARKETING SOLUTIONS L	Ads on Sports Channels	2,875.00
132	BEST BUY BUSINESS ADVANTAGE d	6-LED TV, 55"	2,834.34
133	SPRINGER APPRAISAL ASSC	Customer Refunds 300000515351-storm water	2,798.37
134	ELEVATE MARKETING SOLUTIONS L	Community Powered Ads	2,720.00
135	ENVIRONMENTAL SYSTEMS RESEARC	2017-20 GeoEvent Tracking Server Maint	2,677.13
136	CONSOLIDATED COMMUNICATIONS d	2018-20 Network and Collocation Services	2,673.28
137	TOTAL RESTAURANT SUPPLY	1-Freezer, 1-door, 23cu ft	2,660.00
138	USIC LOCATING SERVICES INC	January Locating Services	2,639.98
139	MIDCONTINENT ISO INC	February MISO bill	2,635.76
140	U S A SAFETY SUPPLY	48 pair-Glove, Leather Work, Hvy Duty, Large	2,629.13
141	ADVANCED DISPOSAL SVC SOLID W	2019 Waste removal SC	2,559.34
142	ELEVATE MARKETING SOLUTIONS L	January Community Powered Ads	2,525.00
143	NOVASPECT INC	SLP Device Net Repair for upgrade	2,484.28
144	IHEART MEDIA dba	Ads for tips from Tony-Feb	2,484.00
145	NETWORKFLEET INC	2019 Monthly Charge - GPS Fleet Tracking	2,439.30
146	TOTAL RESTAURANT SUPPLY	1-Ice machine, 310lb cap	2,421.00
147	BORDER STATES ELECTRIC SUPPLY	10-Grd Sleeve, 3ph Sect. Encl, 18 x 67 x 23	2,420.00
148	U S A SAFETY SUPPLY	48 pair-Glove, Leather Work, Lite Duty, Large	2,372.63
149	D P C INDUSTRIES INC	1-2019 Carus 8500 Aqua Mag F35	2,299.50
150	HALO BRANDED SOLUTIONS	230 Gadgets	2,266.17
151	SHORT ELLIOTT HENDRICKSON INC	Professional Engineering Serv-Precast Sectional Duct Banks	2,250.00
152	D P C INDUSTRIES INC	1-2019 Hydrofluorosilicic Acid - Delivered	2,240.43
153	BARR ENGINEERING COMPANY (P)	General Groundwater services	2,156.50
154	J J KELLER & ASSOCIATES INC	Kelleronline 4/1/19-3/31/20	2,126.81
155	SOCCER WORLD LLC	CIP Conserve & Save Rebates-Lighting	2,123.00
156	VIKING ELECTRIC SUPPLY INC	500 rolls-Tape, Vinyl, .750" x 66' 3M Super +66	2,057.34
157	WESCO DISTRIBUTION INC	5,000-Meter Seal, Yellow Padlock	2,053.55
158	D P C INDUSTRIES INC	1-2019 Chlorine, 150 lb Cyl	2,045.25
159	EPLUS TECHNOLOGY INC	2-Base control panel Cisco 8831	2,028.36
160	CDW GOVERNMENT INC	1-Laserjet printer, M77dn	2,026.16
161	DAKOTA SUPPLY GROUP	100 sets-Bronze Swivel Connection, .750, 3/4	1,980.00
162	U S A SAFETY SUPPLY	36 pair-Glove, Leather Work, Hvy Duty, X-Large	1,971.84
163	U S A SAFETY SUPPLY	36 pair-Glove, Leather Work, Hvy Duty, Medium	1,971.84
164	STANTEC CONSULTING SERVICES I	Street Light Design Guide	1,955.00
165	OPEN ACCESS TECHNOLOGY	Web Compliance Service-February	1,950.00
166	OPEN ACCESS TECHNOLOGY	OATI Services for March	1,950.00
167	STEELCASE INC (P)	4-Office chairs building expansion project	1,933.68
168	IHEART MEDIA dba	Radio ads-Tips from Tony	1,897.00
169	MINNESOTA ENERGY RESOURCES CO	Gas for 621 NE 2nd Ave-SRM	1,894.63
170	U S A SAFETY SUPPLY	18 pair-Glove, Leather Insulated, 2XL	1,851.61
171	VERTEX US HOLDINGS INC	Consulting Services for Data Migration	1,810.20
172	HYLAND LLC	TechQuest 3 day Tech Services	1,800.00
173	MINNESOTA ENERGY RESOURCES CO	January Gas for SLP	1,798.21
174	DAVIES PRINTING COMPANY INC	30 boxes-Envelope, # 9 Remittance	1,776.49
175	RYAN COMPANIES US INC	Customer Refunds 300000712310 customer overpaid	1,761.20
176	JOHN HENRY FOSTER MN INC (P)	6-Oil, QuinSyn, 5 Gal. Container	1,731.76
177	AMAZON.COM	LED short-throw projector w/wifi	1,708.03
178	KNXR - FM	Advertisement for Community Powered Benefits - Feb	1,700.00
179	TOTAL RESTAURANT SUPPLY	3-Microwave, 1000W	1,677.00
180	DAVIES PRINTING COMPANY INC	50 boxes-Envelope, #10 Window, Sec Win 500/box	1,647.50

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181	CLARK ED	CIP Conserve & Save Rebates-Central AC	1,625.00
182	HOGAN PETER	Travel, SANAS NERC, Orlando FL, Lodging	1,613.25
183	MINNESOTA ENERGY RESOURCES CO	January 2019 WES Bldg Heat	1,602.19
184	STERLING STATE BANK	CIP Conserve & Save Rebates-Lighting	1,564.00
185	GOODIN COMPANY	2-Pallet Blind Flange	1,541.48
186	TONNA MECHANICAL INC	CIP Conserve & Save Rebates-Lighting	1,537.32
187	SEEME PRODUCTIONS LLC	Ads for tips from Tony	1,510.00
188	KNXR - FM	Community Powered Benefits Ads - Jan	1,500.00
189	ALLEGRO SCHOOL OF DANCE	CIP Conserve & Save Rebates-Lighting	1,477.68
190	AMAZON.COM	LED projector	1,467.78
191	INTERSTATE MOTOR TRUCKS INC	Check engine light labor	1,450.92
192	ONLINE INFORMATION SERVICES I	2019 Utility Exchange Report	1,430.48
193	BAIER GERALD	2019 Sweeping Services January	1,417.16
194	LAWSON PRODUCTS INC (P)	8-Storage Bin, 42 hole	1,416.87
195	BAKER TILLY VIRCHOW KRAUSE LL	2018-2020 Audit Fees	1,410.00
196	TEXPAR ENERGY INC	CIP Conserve & Save Rebates-Motors	1,400.00
197	CLEMENTS CHEVROLET CADILLAC S	2 Panels for truck	1,398.71
198	CDW GOVERNMENT INC	1-Paper feeder and stand	1,343.18
199	ON SITE SANITATION INC	2019 Toilet Rental Services	1,334.94
200	CITY OF ROCHESTER	Water Proj Eng Job Posting	1,305.00
201	HERRMANN JOERG	CIP Conserve & Save Rebates-Central AC	1,300.00
202	CITY OF ROCHESTER	W/C Admin Fees	1,282.00
203	U S A SAFETY SUPPLY	24-Face Mask, FR	1,277.37
204	OSMOSE UTILITIES SERVICES INC	O-calc pro maintenance	1,264.00
205	ELITE CARD PAYMENT CENTER	Travel,MTupper & CClark, APPA, Registrat	1,240.00
206	POLLARDWATER	Fault Locator, Induction Clamp	1,231.20
207	ROCHESTER DEVELOPMENT INC	Customer Refunds 300000532053-customer overpaid	1,220.03
208	ROCHESTER ARMORED CAR CO INC	2019 Pick Up Services	1,187.24
209	LAWSON JANE	Customer Refunds 300000606362-customer overpaid	1,183.00
210	COLONIAL LANES	CIP Conserve & Save Rebates-cooling	1,181.25
211	BURNS & MCDONNELL INC (P)	Engineering Services for South Loop Study	1,175.65
212	ELITE CARD PAYMENT CENTER	Registration for TBenson Ragan Conference	1,145.00
213	STUART C IRBY CO INC	24 pair-Leather Glove Protector 10.0	1,092.69
214	STUART C IRBY CO INC	24 pair-Leather Mitt Protector 10	1,092.69
215	INTERSTATE MOTOR TRUCKS INC	Check engine light matls	1,081.30
216	FASTENAL COMPANY	New Jacks for SLP	1,065.68
217	WIESER PRECAST STEPS INC (P)	1-Grd Sleeve, Primary Metering, Artech	1,065.00
218	HARMONY ENTERPRISES INC	Install/Freight for Vertical Cardboard Bailer, Wire guard pkg	1,052.72
219	BADGER METER INC (P)	12-Measuring Chamber, M-70	1,038.83
220	ELITE CARD PAYMENT CENTER	2-Boot sole cleaner	1,034.00
221	PEOPLES ENERGY COOPERATIVE	February Peoples Bill	1,021.31
222	REINDERS INC	2019 Landscaping Supplies ELECTRIC	1,018.22
223	OPEN ACCESS TECHNOLOGY	OATI March Services System Ops	1,016.67
224			
225		<b>Price Range Total:</b>	290,520.51
226			
227	<b><u>0 to 1,000 :</u></b>		
228			
229	REBATES	Summarized transactions: 214	39,456.58
230	EXPRESS SERVICES INC	Summarized transactions: 29	21,342.03
231	ELITE CARD PAYMENT CENTER	Summarized transactions: 92	15,769.05
232	CINTAS CORP	Summarized transactions: 52	7,447.65
233	Customer Refunds (CIS)	Summarized transactions: 73	7,381.09
234	U S A SAFETY SUPPLY	Summarized transactions: 44	7,072.35
235	AMAZON.COM	Summarized transactions: 36	4,433.54
236	LAWSON PRODUCTS INC (P)	Summarized transactions: 24	4,263.78
237	WESCO DISTRIBUTION INC	Summarized transactions: 16	3,267.78
238	STUART C IRBY CO INC	Summarized transactions: 14	3,068.01
239	STEVE BENNING ELECTRIC	Summarized transactions: 8	3,065.81
240	CITY OF ROCHESTER	Summarized transactions: 16	2,714.67

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241	MCMASTER CARR SUPPLY COMPANY	Summarized transactions: 45	2,639.26
242	GARCIA GRAPHICS INC	Summarized transactions: 20	2,614.50
243	ELITE CARD PAYMENT CENTER	Summarized transactions: 3	2,472.34
244	ZEE MEDICAL SERVICE INC (P)	Summarized transactions: 6	2,351.52
245	TOTAL RESTAURANT SUPPLY	Summarized transactions: 13	2,130.73
246	GRAINGER INC	Summarized transactions: 8	2,002.65
247	G A ERNST & ASSOCIATES INC	Summarized transactions: 3	1,977.94
248	A & A ELECT & UNDERGROUND CON	Summarized transactions: 10	1,974.25
249	VIKING ELECTRIC SUPPLY INC	Summarized transactions: 15	1,972.10
250	NETWORK SERVICES COMPANY	Summarized transactions: 9	1,968.08
251	BORDER STATES ELECTRIC SUPPLY	Summarized transactions: 6	1,967.70
252	KNXR - FM	Summarized transactions: 3	1,900.00
253	INNOVATIVE OFFICE SOLUTIONS L	Summarized transactions: 20	1,894.59
254	DAKOTA SUPPLY GROUP	Summarized transactions: 8	1,888.98
255	TRUCKIN' AMERICA	Summarized transactions: 5	1,851.01
256	MINNESOTA ENERGY RESOURCES CO	Summarized transactions: 4	1,828.82
257	THE ENERGY AUTHORITY INC	Summarized transactions: 4	1,735.00
258	HARMONY ENTERPRISES INC	Summarized transactions: 5	1,697.78
259	SCHMIDT GOODMAN OFFICE PRODUC	Summarized transactions: 5	1,690.00
260	POLLARDWATER	Summarized transactions: 9	1,671.60
261	K A A L TV LLC	Summarized transactions: 4	1,575.00
262	EPLUS TECHNOLOGY INC	Summarized transactions: 7	1,573.47
263	CITY OF ROCHESTER	Summarized transactions: 3	1,518.80
264	JACKSON SIDNEY	Summarized transactions: 2	1,515.00
265	SUNBELT RENTALS	Summarized transactions: 2	1,503.96
266	GRAYBAR ELECTRIC COMPANY INC	Summarized transactions: 7	1,441.28
267	METRO SALES INC	Summarized transactions: 2	1,399.00
268	FIRST CLASS PLUMBING & HEATIN	Summarized transactions: 5	1,391.61
269	WSB & ASSOCIATES	Summarized transactions: 2	1,306.25
270	CENTURYLINK (P)	Summarized transactions: 3	1,221.55
271	FAST PHONE REPAIR LLC	Summarized transactions: 3	1,202.34
272	JOHN HENRY FOSTER MN INC (P)	Summarized transactions: 5	1,174.29
273	CORE & MAIN LP (P)	Summarized transactions: 5	1,141.88
274	ULINE	Summarized transactions: 12	1,136.19
275	ROCH TOOL & DIE INC	Summarized transactions: 2	1,135.66
276	ALL SYSTEMS INSTALLATION dba	Summarized transactions: 2	1,135.30
277	WARTSILA NORTH AMERICA	Summarized transactions: 2	1,106.54
278	HI LINE UTILITY SUPPLY CO (P)	Summarized transactions: 6	1,099.77
279	POMPS TIRE SERVICE INC	Summarized transactions: 2	1,048.98
280	CENTRAL STATES GROUP	Summarized transactions: 5	1,047.99
281	VIKING ELECTRIC SUPPLY INC	Summarized transactions: 6	1,039.84
282	NU-TELECOM dba	Summarized transactions: 2	1,008.63
283	BOLTON AND MENK (P)	Summarized transactions: 2	995.00
284	ZIEBELLS HIAWATHA FOODS INC	Summarized transactions: 2	990.20
285	ALTEC INDUSTRIES INC	Summarized transactions: 15	961.57
286	MAILE ENTERPRISES INC	Summarized transactions: 2	927.72
287	AMARIL UNIFORM COMPANY	Summarized transactions: 10	909.36
288	SHI INTERNATIONAL CORP (P)	Summarized transactions: 2	896.36
289	HALO BRANDED SOLUTIONS	Summarized transactions: 3	893.59
290	CLAREY'S SAFETY EQUIPMENT dba	Summarized transactions: 8	882.69
291	WORKS COMPUTING INC	Summarized transactions: 1	880.29
292	CDW GOVERNMENT INC	Summarized transactions: 5	849.05
293	SCHAD TRACY SIGNS INC	Summarized transactions: 1	846.09
294	PUGLEASA COMPANY INC	Summarized transactions: 1	828.00
295	RESCO	Summarized transactions: 4	817.54
296	SEMA EQUIPMENT INC	Summarized transactions: 5	813.47
297	CERTIFIED POWER INC (P)	Summarized transactions: 3	812.41
298	BANKS JOSHUA C	Summarized transactions: 1	800.00
299	ZIEGLER INC	Summarized transactions: 3	775.73
300	ROCH FRAMING & FINE ART PRINT	Summarized transactions: 1	772.90

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301	AUTHORIZE.NET	Summarized transactions: 1	760.05
302	NATIONAL GROUNDWATER ASSN INC	Summarized transactions: 2	750.00
303	FERGUSON WATERWORKS	Summarized transactions: 4	735.47
304	GRAINGER INC	Summarized transactions: 4	707.32
305	INTERSTATE MOTOR TRUCKS INC	Summarized transactions: 6	704.39
306	THOMAS TOOL & SUPPLY INC	Summarized transactions: 1	704.00
307	CRESCENT ELECTRIC SUPPLY CO	Summarized transactions: 7	694.12
308	WERNER ELECTRIC SUPPLY	Summarized transactions: 12	686.70
309	BARR ENGINEERING COMPANY (P)	Summarized transactions: 1	680.00
310	ELECTRIC PUMP INC (P)	Summarized transactions: 1	671.00
311	HACH COMPANY	Summarized transactions: 2	668.07
312	TOTAL TOOL SUPPLY INC (P)	Summarized transactions: 4	664.15
313	WINKELS ELECTRIC INC	Summarized transactions: 2	650.61
314	UNITED RENTALS INC	Summarized transactions: 1	635.88
315	CULVER COMPANY INC	Summarized transactions: 1	634.69
316	SCHUMACHER ELEVATOR COMPANY	Summarized transactions: 1	618.00
317	ROCH SAND & GRAVEL INC	Summarized transactions: 1	603.75
318	WUMS APDA	Summarized transactions: 2	600.00
319	REBATES	Summarized transactions: 22	600.00
320	HEATH JAMES	Summarized transactions: 1	598.91
321	MSC INDUSTRIAL SUPPLY CO INC	Summarized transactions: 12	597.82
322	ADVANCED DISPOSAL SVC SOLID W	Summarized transactions: 2	580.27
323	SCHEEL LAWRENCE	Summarized transactions: 3	577.28
324	BEST BUY BUSINESS ADVANTAGE d	Summarized transactions: 5	577.06
325	ADVANCE AUTO PARTS	Summarized transactions: 30	570.20
326	STURM DANNY K	Summarized transactions: 3	567.32
327	A T & T	Summarized transactions: 1	563.12
328	PROGRESSIVE TRUCK BODY REPAIR	Summarized transactions: 2	554.78
329	INTERNATIONAL FACILITY MANAGE	Summarized transactions: 1	535.00
330	ENVIRONMENTAL SYSTEMS RESEARC	Summarized transactions: 2	517.19
331	HY VEE	Summarized transactions: 8	507.83
332	CINTAS CORP	Summarized transactions: 3	497.58
333	BLUESPIRE STRATEGIC MARKETING	Summarized transactions: 1	496.94
334	RONCO ENGINEERING SALES INC	Summarized transactions: 1	472.50
335	PEOPLES ENERGY COOPERATIVE	Summarized transactions: 1	447.01
336	NEW LINE MECHANICAL	Summarized transactions: 1	440.00
337	COOK STEVEN J	Summarized transactions: 1	438.15
338	LANGUAGE LINE SERVICES INC	Summarized transactions: 1	436.87
339	BOWMANS SAFE & LOCK SHOP LTD	Summarized transactions: 2	431.98
340	CREDIT MANAGEMENT LP	Summarized transactions: 5	431.55
341	ADVANCED BUSINESS SYSTEMS INC	Summarized transactions: 1	427.50
342	HOGAN PETER	Summarized transactions: 1	420.00
343	OLLENDIECK PHIL	Summarized transactions: 2	418.40
344	JETTER CLEAN INC	Summarized transactions: 2	415.47
345	SIDDARTHAN MOHAN	Summarized transactions: 1	403.15
346	ATKINSON JEFF	Summarized transactions: 3	391.32
347	AIRGAS SAFETY INC	Summarized transactions: 3	385.34
348	POWER MONITORS INC	Summarized transactions: 4	382.40
349	FEDEX SHIPPING	Summarized transactions: 16	369.76
350	MUELLER MATTHEW	Summarized transactions: 2	357.27
351	GILLUND ENTERPRISES	Summarized transactions: 7	349.70
352	RDO EQUIPMENT COMPANY (P)	Summarized transactions: 3	349.60
353	BREDE EXHIBITS PLUS	Summarized transactions: 1	346.28
354	OSMOSE UTILITIES SERVICES INC	Summarized transactions: 1	337.73
355	CORPORATE WEB SERVICES INC	Summarized transactions: 2	329.85
356	AUTOMATIONDIRECT.COM	Summarized transactions: 1	314.00
357	COMMUNITY EDUCATION	Summarized transactions: 1	300.00
358	THOMPSON GARAGE DOOR CO INC	Summarized transactions: 3	290.34
359	DELL MARKETING LP	Summarized transactions: 3	278.31
360	CHARTER COMMUNICATIONS HOLDIN	Summarized transactions: 3	270.91

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361	VANCO SERVICES LLC	Summarized transactions: 1	252.46
362	TOKAY SOFTWARE	Summarized transactions: 2	248.00
363	OPTIV SECURITY INC	Summarized transactions: 1	246.02
364	LEITZEN CONCRETE PRODUCTS INC	Summarized transactions: 1	237.26
365	ROCH AREA BUILDERS INC	Summarized transactions: 6	217.17
366	GOPHER STATE ONE CALL	Summarized transactions: 1	207.23
367	GOPHER STATE ONE CALL	Summarized transactions: 1	207.22
368	MENARDS ROCHESTER NORTH	Summarized transactions: 3	206.95
369	SOLAR CONNECTION INC	Summarized transactions: 1	200.00
370	LOGANS TREE SERVICE & RECYCLI	Summarized transactions: 2	192.37
371	GOODIN COMPANY	Summarized transactions: 2	189.77
372	GLOBAL INDUSTRIAL (P)	Summarized transactions: 1	188.84
373	MISSISSIPPI WELDERS SUPPLY CO	Summarized transactions: 4	188.53
374	MCMASTER CARR SUPPLY COMPANY	Summarized transactions: 4	181.50
375	POMPS TIRE SERVICE INC	Summarized transactions: 2	178.16
376	POLAR CHEVROLET	Summarized transactions: 1	162.35
377	NAPA AUTO PARTS (P)	Summarized transactions: 6	154.65
378	SAFELITE FULFILLMENT INC	Summarized transactions: 1	153.62
379	ARIN	Summarized transactions: 1	150.00
380	FIRST STUDENT INC	Summarized transactions: 1	148.07
381	SOUND AND MEDIA SOLUTIONS	Summarized transactions: 1	144.28
382	AMAZON.COM	Summarized transactions: 4	143.16
383	NYHUS STEVE	Summarized transactions: 1	142.50
384	CENTER FOR ENERGY AND ENVIRON	Summarized transactions: 1	141.08
385	STEELCASE INC (P)	Summarized transactions: 1	132.94
386	IHEART MEDIA dba	Summarized transactions: 1	130.00
387	PW POWER SYSTEMS INC	Summarized transactions: 1	122.80
388	NORTHERN / BLUETARP FINANCIAL	Summarized transactions: 5	122.66
389	OSWEILER TODD	Summarized transactions: 2	121.10
390	ASSOC OF ENERGY SERV PROFESSI	Summarized transactions: 3	120.00
391	STILLER NEIL	Summarized transactions: 2	117.00
392	TOFT DAN	Summarized transactions: 1	116.00
393	BROWN C O INS AGENCY INC	Summarized transactions: 1	114.00
394	DAVIES PRINTING COMPANY INC	Summarized transactions: 1	113.27
395	FEDEX SHIPPING	Summarized transactions: 3	106.63
396	PROPERTY RECORDS OLMSTED COUN	Summarized transactions: 2	100.00
397	LARSON GUSTAVE A COMPANY INC	Summarized transactions: 1	97.13
398	EO JOHNSON CO INC	Summarized transactions: 1	95.00
399	MN SUPPLY COMPANY INC (P)	Summarized transactions: 1	93.89
400	LITTLE DAVID	Summarized transactions: 1	91.06
401	McGRANN SHEA CARNIVAL STRAUGH	Summarized transactions: 1	90.00
402	POST BULLETIN CO	Summarized transactions: 1	88.40
403	HUMPHREY STEPHANIE	Summarized transactions: 1	87.58
404	PEOPLES ENERGY COOPERATIVE	Summarized transactions: 1	86.40
405	ALS LABORATORY GROUP TRIBOLOG	Summarized transactions: 1	86.00
406	SLEEPY EYE TELEPHONE CO	Summarized transactions: 1	84.76
407	BATTERIES PLUS	Summarized transactions: 1	84.38
408	FASTENAL COMPANY	Summarized transactions: 5	81.73
409	STRUVES PAINT & DECORATING (P	Summarized transactions: 3	78.10
410	SANCO EQUIPMENT LLC	Summarized transactions: 1	77.41
411	HEIMER WILLIAM T	Summarized transactions: 1	73.00
412	GREAT RIVER ENERGY	Summarized transactions: 1	65.61
413	HALL NICK	Summarized transactions: 1	54.01
414	MIDWEST SIGNTECH OF ROCHESTER	Summarized transactions: 2	53.85
415	MENARDS ROCHESTER SOUTH	Summarized transactions: 2	53.72
416	DAKOTA SUPPLY GROUP	Summarized transactions: 2	53.28
417	TEREX UTILITIES INC	Summarized transactions: 2	53.06
418	GARCIA GRAPHICS INC	Summarized transactions: 2	50.00
419	NORTHERN / BLUETARP FINANCIAL	Summarized transactions: 1	50.00
420	SKARSHAUG TESTING LAB INC	Summarized transactions: 1	47.74

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421	BLEVINS JAN	Summarized transactions: 2	40.00
422	ALSTOM GRID INC	Summarized transactions: 1	39.42
423	THOMAS TOOL & SUPPLY INC	Summarized transactions: 1	38.99
424	CLEMENTS CHEVROLET CADILLAC S	Summarized transactions: 1	37.95
425	CENTRAL FINANCE OLMSTED COUNT	Summarized transactions: 1	36.75
426	RONCO ENGINEERING SALES INC	Summarized transactions: 1	36.28
427	MENARDS ROCHESTER NORTH	Summarized transactions: 1	35.26
428	JOHNSTONE SUPPLY (P)	Summarized transactions: 2	32.72
429	ADLERS SPORTING GOODS INC	Summarized transactions: 1	32.06
430	MN DEPT OF HEALTH	Summarized transactions: 1	32.00
431	SOLID WASTE OLMSTED COUNTY	Summarized transactions: 1	31.80
432	HATHAWAY TREE SERVICE INC	Summarized transactions: 1	30.00
433	NORTH AMERICAN ELECTRIC RELIA	Summarized transactions: 1	27.87
434	MINNESOTA ENERGY RESOURCES CO	Summarized transactions: 1	26.01
435	MN DEPT OF PUBLIC SAFETY	Summarized transactions: 1	25.00
436	POLLARDWATER	Summarized transactions: 1	20.18
437	DEMARINO CHRISTOPHER	Summarized transactions: 1	17.25
438	BATTERIES PLUS	Summarized transactions: 1	14.35
439	ARROW ACE HARDWARE (P)	Summarized transactions: 2	14.17
440	BAILEY CHRISTINA	Summarized transactions: 1	14.00
441	ARROW ACE HARDWARE-ST PETER	Summarized transactions: 1	7.14
442	MISTER CARWASH	Summarized transactions: 1	6.66
443	BAUER BUILT INC (P)	Summarized transactions: 1	5.00
444	BENSON ANTHONY	Summarized transactions: 1	5.00
445	JOHNSTONE SUPPLY	Summarized transactions: 1	4.47
446			
447		<b>Price Range Total:</b>	241,915.41
448		<b>Grand Total:</b>	10,801,573.50

Attachment: AP Board CrMo (10319 : A/P board listing)

## FOR BOARD ACTION

Agenda Item # (ID # 10255)

Meeting Date: 4/2/2019

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**SUBJECT: Rose Harbor Tank Repair/Repainting**

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**PREPARED BY: Andrew Bianco**

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**ITEM DESCRIPTION:**

Sealed bids were opened on March 18, 2019 for repairing and repainting the 500,000 gallon Rose Harbor water storage tank to either be completed by June 29, 2019, or started after August 30, 2019, and completed no later than November 1, 2019.

This work consists of interior and exterior finish repair and repaint. A breakdown of the bids is as follows:

Contractor	Bid Amount
M.K. Painting, Inc.	\$127,000.00
Champion Tank Services	\$192,550.00
Viking Painting	\$204,500.00
TMI Coating	\$269,350.00
Classic Protective Coatings, Inc.	\$385,850.00

M.K. Painting, Inc. submitted a responsive and responsible bid and has performed well on past projects. Because of the variation in bids, M.K. Painting was contacted to confirm pricing, which they did.

An estimated number of hours and rates for grinding/power tool cleaning and seam sealing/caulking have been included in the bid price indicated above. Hourly welding rates have also been obtained should it be needed. These hourly based tasks have the potential of increasing the contract amount, and these increases will be managed by existing approval structure and authorization levels.

The 2019 Water Maintenance and Construction budget includes \$240,000 for this project.

**UTILITY BOARD ACTION REQUESTED:**

Approve a resolution to accept the bid from M.K. Painting, Inc. in an amount not to exceed \$127,000.00.



## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to accept the bid from M.K. Painting, Inc. for repair and repainting of the Rose Harbor water storage tank for an amount not to exceed ONE HUNDRED TWENTY-SEVEN THOUSAND AND 00/100 DOLLARS (\$127,000.00).

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 2nd day of April, 2019.

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President

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Secretary



## FOR BOARD ACTION

Agenda Item # (ID # 10323)

Meeting Date: 4/2/2019

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**SUBJECT: Distributed Generation Annual Report**

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**PREPARED BY: Dirk Bierbaum**

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ITEM DESCRIPTION:

RPU's board-adopted Distributed Generation Rules require annual reporting and approval.

***"Part E. REPORTING REQUIREMENTS***

*Annually the utility shall report to the governing body for its review and approval an annual report including information in subparts 1-3. The utility shall still comply with other federal and state reporting of distributed generation to federal and state agencies expressly required by statute.*

***Subpart 1. Summary of Average Retail Utility Energy Rate.*** *A summary of the qualifying facilities that are currently served under average retail utility energy rate.*

***Subp. 2. Other Qualifying Facilities.*** *A summary of the qualifying facilities that are not currently served under average retail utility energy rate.*

***Subp. 3. Wheeling.*** *A summary of the wheeling undertaken with respect to qualifying facilities."*

The 2018 Distributed Generation Annual Report is attached.

UTILITY BOARD ACTION REQUESTED:

Approve the annual distributed generation report.

## RPU 2018 Distributed Generation Annual Report

### Summary of Average Retail Utility Rate (Net Metered)

#### Residential (Year End)

Customer Count	90
Total Nameplate Capacity	618 kW
Annual Net Export	48,235 kWh

#### Commercial (Year End)

Customer Count	7
Total Nameplate Capacity	166 kW
Annual Net Export	29,804 kWh

### Other Qualifying Facilities

#### Residential (Year End)

Customer Count	0
Total Nameplate Capacity	0 kW

#### Commercial (Year End)

Customer Count	9
Total Nameplate Capacity	400 kW

### Wheeling

There are no customers in this category.



## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the 2018 Distributed Generation Annual Report.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 2nd day of April, 2019.

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President

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Secretary

## FOR BOARD ACTION

Agenda Item # (ID # 10322)

Meeting Date: 4/2/2019

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**SUBJECT: Distributed Generation Tariff Schedule Update**

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**PREPARED BY: Dirk Bierbaum**

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ITEM DESCRIPTION:

The Distributed Generation Rules adopted by the RPU board require annual updating and approval of the distributed generation tariff schedules.

Schedule 1 and Schedule 5 contain updates and are attached. Schedules 2, 3 and 4 have no changes and are not attached. All interconnection documents are available on RPU's website ([www.rpu.org](http://www.rpu.org)).

Schedule 1 - Contains the average annual retail rate.

The average retail rate per kWh is used to credit Small Power Production customers for energy produced in the subsequent year. The average retail rate for 2018 will be used to credit the net metered customers when their kWh production exceeds their use for the month during the 12 months starting April 2019. The Average Retail Rate excludes customer charges. Update attached.

Schedule 5 - Contains average incremental energy costs and cost of new generation.

Update attached.

Schedule 2 - Contains the standard contracts with applicable terms and conditions.

No updates.

Schedule 3 - Contains the interconnection process and technical requirements

No updates.

Schedule 4 - Contains the procedure for notifying interconnection customers

No updates.

Note: The State is introducing new interconnection rules and guidelines. Staff will incorporate these changes into RPU's Distributed Generation documents and bring them to the board later in 2019.

## FOR BOARD ACTION

Agenda Item # (ID # 10322)

Meeting Date: 4/2/2019

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UTILITY BOARD ACTION REQUESTED:

Approve the Distributed Generation Tariff Schedules.

ROCHESTER PUBLIC UTILITIES  
RULES COVERING COGENERATION  
AND SMALL POWER PRODUCTION

SCHEDULE 1

	2018	2017	
<b>RESIDENTIAL</b>			
Total revenues	\$ 53,451,091.91	\$ 49,179,997.56	
Less fixed revenues (customer charge)	\$ 11,600,571.68	\$ 10,962,678.10	
Net revenues	\$ 41,850,520.23	\$ 38,217,319.46	
kWh	362,233,522	339,824,837	
<b>Average retail energy rate</b>	<b>\$ 0.11553</b>	<b>\$ 0.11246</b>	2.73%
<b>COMMERCIAL</b>			
<b>SGS</b>			
Total revenues	\$ 19,243,940.03	\$ 18,331,246.89	
Less fixed revenues (customer charge)	\$ 2,149,931.26	\$ 2,055,976.48	
Net revenues	\$ 17,094,008.77	\$ 16,275,270.41	
kWh	144,802,173	141,607,019	
<b>Average retail energy rate</b>	<b>\$ 0.11805</b>	<b>\$ 0.11493</b>	2.71%
<b>MGS</b>			
Total revenues	\$ 42,804,362.07	\$ 40,443,144.74	
Less fixed revenues (customer charge)	-	-	
Net revenues	\$ 42,804,362.07	\$ 40,443,144.74	
kWh	382,765,063	368,519,563	
<b>Average retail energy rate</b>	<b>\$ 0.11183</b>	<b>\$ 0.10974</b>	1.90%
<b>LGS</b>			
Total revenues	\$ 17,793,553.05	\$ 13,914,844.24	
Less fixed revenues (customer charge)	-	-	
Net revenues	\$ 17,793,553.05	\$ 13,914,844.24	
kWh	173,405,661	135,638,339	
<b>Average retail energy rate</b>	<b>\$ 0.10261</b>	<b>\$ 0.10259</b>	.02%
<b>INDUSTRIAL</b>			
Total revenues	\$ 13,505,760.82	\$ 18,971,303.65	
Less fixed revenues (customer charge)	-	-	
Net revenues	\$ 13,505,760.82	\$ 18,971,303.65	
kWh	127,341,395	187,571,789	
<b>Average retail energy rate</b>	<b>\$ 0.10606</b>	<b>\$ 0.10114</b>	4.86%



## SCHEDULE 5 – AVERAGE INCREMENTAL COST

Estimated Marginal Energy Costs (\$/MWh)						
		2019	2020	20201	2022	2023
Summer	On Peak	26.41	25.31	24.97	23.61	23.52
	Off Peak	15.79	14.96	14.94	14.22	14.20
	All Hours	22.87	21.86	21.63	20.48	20.41
Winter	On Peak	27.01	26.04	25.16	24.52	24.49
	Off Peak	18.74	18.27	17.68	17.30	17.40
	All Hours	24.25	23.45	22.67	22.11	22.13
Annual	On Peak	26.71	25.68	25.06	24.06	24.00
	Off Peak	17.26	16.62	16.31	15.76	15.80
	All Hours	23.56	22.66	22.15	21.30	21.27
Annual # hours on-peak:						

Description of season and on-peak and off-peak periods	
Summer:	April through September
Winter:	October through March
On-peak period:	6 am to 10 pm Monday through Friday except holiday (New Years, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day)
Off-peak period:	All other hours

### Estimated Marginal Energy Costs

The estimated system average incremental energy costs are calculated by seasonal peak and off-peak periods for each of the next five years. For each seasonal period, system incremental energy costs are averaged during system daily peak hours, system daily off-peak hours, and all hours in the season. The energy costs are increased by a factor equal to 50 percent of the line losses.

The energy needs of RPU are served through its membership in Southern Minnesota Municipal Power Agency (SMMPA). SMMPA, in turn, is a member of the Midcontinent ISO (MISO). As a result, the municipal's incremental energy cost is equivalent to the MISO hourly Locational Marginal Price (LMP). Actual hourly LMP will vary significantly based on several parameters such as weather, energy demand, and generation availability. The table above represents a forecast of the MISO hourly LMP values averaged over each specific time period at the MISO Minnesota Hub.

### Capacity Costs

SMMPA, RPU's wholesale supplier and RPU, have neither planned generating facility additions nor planned additional capacity purchases, other than from qualifying facilities, during the ensuing ten years, thus SMMPA and RPU are deemed to have no avoidable capacity costs.



## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the updated Schedules 1 and 5, to be attached to the previously approved Rules Covering Cogeneration and Small Power Production Facilities.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 2nd day of April, 2019.

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President

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Secretary

## FOR BOARD ACTION

Agenda Item # (ID # 10332)

Meeting Date: 4/2/2019

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**SUBJECT: Update from the Rochester Energy Commission**

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**PREPARED BY: Mark Kotschevar**

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ITEM DESCRIPTION:

The Rochester Energy Commission would like to update the Board on the Commission's progress and priorities related to the Energy Action Plan.

UTILITY BOARD ACTION REQUESTED:

N/A - Informational Update

## FOR BOARD ACTION

Agenda Item # (ID # 10317)

Meeting Date: 4/2/2019

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**SUBJECT: Pole Attachment Final Template**

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**PREPARED BY: Mona Hoefft**

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ITEM DESCRIPTION:

At the last board meeting, the board requested to see a final copy of the Pole Attachment Agreement. The final changes have been highlighted in the attached.

UTILITY BOARD ACTION REQUESTED:

FOR INFORMATION ONLY.

## POLE ATTACHMENT AGREEMENT

**This Pole Attachment Licensing Agreement** (the “Agreement”) made and entered into this January 1, 2020, 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 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 Appendices.** The parties agree that the rules and practices set out in the appendices are subject to change by City from time to time without requiring any formal amendment of this Agreement.

**3.12 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.

**3.13 Overlapping.** The following provisions apply to Overlapping:

- (a) Installation of an overlap 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.

**3.14 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. Billing of Attachment Fee.** The annual rental period shall commence from January 1<sup>st</sup> through December 31<sup>st</sup> of the each year. The City shall invoice Licensee, in advance, for the per-pole attachment fee on or about January 1st which shall include a total number of poles to which an approved attachment is installed. Attachment fees for permits issued during the 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 3.13 (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 qualified and experienced professional engineer must certify the design. In addition, a qualified and experienced individual, other than the contract installer, must verify that Licensee's Communications Facilities were installed on the identified Poles in compliance with the design and standards in Paragraph 5.1 (Installation/Maintenance of Communications Facilities). 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 Overlashing 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 Overlashing 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 City 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 an adequate Pole or Pole space 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. If Licensee elects to go forward with the necessary changes, subject to the provisions of Section 10.5(c), 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.

**10.2 Licensee's Action Requiring Modification to Existing Attachments.** City shall provide notice to other Attaching Entities (including Overlashers) concerning the relocation or rearrangement of their Attachments as a result of a new application for permit. City shall also provide a copy of the notice to the Licensee along with the contact information of existing attachers in order for Licensee to coordinate completion of the work in a timely manner. Licensee will pay for all required work to accommodate Licensee's facilities, and will correct safety or other violations only when Licensee modifies the Attaching Entity's facilities.

All Attaching Entities shall cooperate with each other (including Overlashers) with respect to any relocation or rearrangement of Licensee's facilities that may be reasonably required, as determined by City.

**10.3 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.

**10.4 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.

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

**10.6 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 relocate its facilities to other existing Poles**.

## **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**

All parties agree to make every effort to settle disputes in good faith informally before instituting formal processes. Where informal efforts fail, 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:

- (a) Construction, operation, or maintenance of Licensee's Communications Facilities in violation of law, or in aid of any unlawful act or undertaking; or
- (b) 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
- (c) Construction, operation, or maintenance of Licensee's Communications Facilities without the insurance coverage required under Article 19 (Insurance).

**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



## FOR BOARD ACTION

Agenda Item # (ID # 10328)

Meeting Date: 4/2/2019

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**SUBJECT: CSC Building Expansion and Renovation Project**

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**PREPARED BY: Patricia Bremer**

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ITEM DESCRIPTION:

Construction efforts on the Customer Service Center building expansion and renovation project began in December 2017. This project is nearly complete, so staff will provide an informational update on the project.

UTILITY BOARD ACTION REQUESTED:

None. Informational only.

## FOR BOARD ACTION

Agenda Item # (ID # 10331)

Meeting Date: 4/2/2019

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**SUBJECT: Customer Relations and Public Information and Outreach Policies**

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**PREPARED BY: Krista Boston**

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ITEM DESCRIPTION:

Attached are two revised Board policies for review and comment. The drafts have been sent out to committee members as set forth below and all feedback received, has been incorporated. I have also attached the existing policies for reference. Please let me know if you have additional feedback or comments. I will incorporate those and bring the policies back for approval at the April board meeting.

1. Customer Relations was sent to the Operations and Administration Committee.
2. Customer and Public Information was sent to the Communications Committee. It has been renamed to Public Information and Outreach since customer data and records information is now contained in the Customer Data Policy.

UTILITY BOARD ACTION REQUESTED:

Review and provide additional comments.

ROCHESTER PUBLIC UTILITIES  
BOARD POLICY STATEMENT

POLICY SUBJECT: CUSTOMER RELATIONS

POLICY OBJECTIVE:

The Board's objective is to ensure courteous and fair treatment of all its customers, to provide prompt response to their requests for service, complaints, and other inquiries, and to demonstrate a record of progressive improvements in responding to customer needs.

POLICY STATEMENT:

1. Service to its customers is the sole justification for the existence of the Board; therefore, understanding and responding to the needs of customers is of paramount importance.
2. Employees of the RPU will accord courteous and fair treatment to all customers at all times.
3. Employees of the RPU will, at all times, provide complete and timely responses to all customer requests for service, complaints, and other reasonable inquiries.
4. In the conduct of business, all customers will be viewed as ratepayers supporting a proprietary enterprise rather than as taxpayers supporting a service of government.
5. Customer relations will be guided by documented management policies and procedures which are understood and consistently used by appropriate employees.

RESPONSIBILITIES:

1. Subject to advance review by the Board, the General Manager will prepare and instruct employees in the application of written procedures covering, but not limited to, the following subjects:
  - Applications for Service
  - Customer Deposits


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- Payment of Bills
- Connection of Service
- Disconnection of Service
- Estimated Bills
- Billing Adjustments
- Meter Testing/Replacement
- Contributions In Aid of Construction
- Handling and Reporting of Customer Complaints and Inquiries
- Customer Appeals

2. The General Manager will monitor and/or periodically survey and report to the Board, the level of customer service being provided and the level of customer satisfaction.
3. The General Manager will recommend, and with Board approval, develop and implement programs which demonstrate a customer orientation and a record of progressive improvements in responding to customer needs.
4. The Board will serve as the body of appeal for those customers whose complaints or requests have not been handled to their satisfaction by Management.

EFFECTIVE DATE OF POLICY: May 8, 1984

POLICY APPROVAL:

  
BOARD PRESIDENT

  
DATE

**ROCHESTER PUBLIC UTILITIES  
BOARD POLICY STATEMENT**

**POLICY SUBJECT:** Customer Relations

**OBJECTIVE:**

The Rochester Public Utilities' Board objective is to ensure that its decisions as well as the decisions of the management team and employees reflect the vision of the utility to "set the standard for service". To achieve this, the board will review policies and foster a culture that enriches the lives of RPU customers and delivers world-class service to its customers. All employees are expected to take ownership and responsibility to ensure the core values are first in mind in all interactions with the public.

**POLICY STATEMENT:**

1. The board will be proactive, responsive and dependable in creating partnerships with customers by listening and anticipating how the board and employees can best meet customer expectations. The management team will employ and develop people who are passionate about customer service and ensure employees have the core competencies to maximize the quality and consistency of the customer experience.
2. The utility will employ an empowered workforce that acts in the best interest of its customers and the community. Employee actions will demonstrate honesty, respect, and good faith which will result in us being held in high esteem by RPU stakeholders.
3. The utility will have the systems, processes, and training to continue building a knowledgeable, empowered, and customer-focused workforce that demonstrates honesty, respect and good faith in all dealings with customers.
4. Employees of RPU will receive the training and have the tools available to provide complete, courteous and equitable treatment of all customers at all times.
5. In the conduct of business, all customers will be treated as owners of RPU.
6. Customer relations will be guided by documented management policies and procedures which are understood and consistently used by appropriate employees.
7. Using training and other opportunities for staff development, the management team will foster and sustain a culture of compassion in alignment with the City of Rochester's resolution adopted September 18, 2017 which states that "The city will infuse and reflect compassion within its policies, procedures and programming..."

**RESPONSIBILITIES:**

1. The general manager will implement a customer interaction strategy that delivers an improved customer experience that includes using communication strategies representing

the ways that customers want to interact with the utility. This includes monitoring trends in communication and other aspects such as making investments in technologies to improve the customer experience, enhancing the dependability of RPU infrastructure and assuring excellence in service delivery.

2. The general manager will ensure that employees have access to training in order to develop the skills in their own and others' abilities and knowledge to provide the expected level of customer service expectations set forth in this policy.
3. The general manager will support all employees of the utility in their efforts to take ownership and responsibility to ensure the core values are first in mind in all interactions with the public.
4. The general manager will monitor and/or periodically survey and report to the board, the level of customer engagement and customer satisfaction across all demographics of the City of Rochester with a goal of a 90% rate of satisfaction.
5. The general manager will recommend, and with board approval, develop and implement programs supporting customer service needs through an equitable and inclusive approach to ensure that services and marketing practices broadly target all ages, incomes and abilities in the city.
6. The board will serve as the body of appeal for those customers whose complaints or requests have not been handled to their satisfaction by management however nothing is to preclude a customer following the process of complaining directly to the Public Utilities Commission.

RELEVANT LEGAL AUTHORITY: City Resolution In Support of a City of Compassion adopted September 18, 2017

EFFECTIVE DATE OF POLICY: [Inserted on Date of Approval]

POLICY APPROVAL: [Inserted on Date of Approval]

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

\_\_\_\_\_  
Date

CUSTOMER AND PUBLIC INFORMATION

## ROCHESTER PUBLIC UTILITIES

## BOARD POLICY STATEMENT

POLICY SUBJECT: CUSTOMER AND PUBLIC INFORMATION

POLICY OBJECTIVE:

The Board's objective is to provide its customers and the general public with factual, understandable and timely information concerning the Board's utility operations and the use of the services which it provides.

The Board supports the concept of open participation in formulating objectives and adopting policies and plans to meet those objectives. It encourages comments and suggestions from its customers and the public.

POLICY STATEMENT:

1. The following types of information are to be provided to customers and the general public on a regular basis:
  - Financial and operating performance of the utility enterprises.
  - Information specifically required by law or regulation.
  - Notification of meetings and hearings at which customer and public participation is encouraged.
  - Consumer advice which promotes the use of appliances, equipment, or other measures intended to reduce the inefficient use of RPU facilities and the waste of services provided.
  - Information which promotes the use of services offered for the benefit of RPU customers.
  - Information regarding service interruptions, safety measures or emergency conditions.
  - Information regarding issues of public policy which could affect the availability or cost of providing utility services.
  - Employment opportunities with the RPU.

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2. Various media will be used to disseminate information to customers and the public. Public service announcements, bill inserts, information releases and other "low cost" opportunities will be used to the greatest extent practical. A budget amount will be approved annually to support required routine paid advertising as well as specific programs for which paid advertising is desirable.
3. Representatives of the media in pursuit of information for their subscribers will be provided with information and access to RPU property as promptly as possible consistent with other responsibilities of RPU employees, including protection of property and public safety.
4. All RPU employees will respond to requests for information from customers and the public promptly, courteously, and with minimum inconvenience to the person making the request.

#### RESPONSIBILITIES:

1. The General Manager will establish management policies and procedures with respect to clearance of communications to the community, including releases to the news media, to ensure accuracy and avoid premature publication.
2. The General Manager will prepare and, with Board approval, implement procedures for making the records of the RPU available to the public. These procedures will cover routine availability of certain general records as well as the handling of special requests.
3. The General Manager will provide the Board with copies of all information releases to the news media and such other customer and public information as the Board may request.

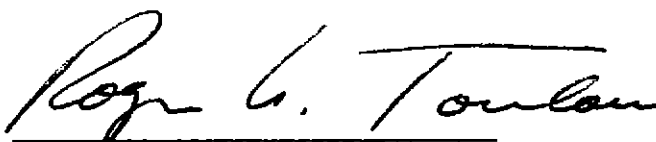



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4. The General Manager will prepare and present for Board approval an annual program and budget for paid advertising.

EFFECTIVE DATE OF POLICY: April 10, 1984

POLICY APPROVAL:

  
Board President

  
Date

Attachment: Customer and Public Information 1984 (10331 : Customer Relations and Public Information and Outreach Policies)

## ROCHESTER PUBLIC UTILITIES BOARD POLICY STATEMENT

**POLICY SUBJECT:** Public Information and Outreach

**OBJECTIVE:**

The Rochester Public Utilities Board fosters a culture of excellence and open participation in formulating its objectives. The board encourages comments and suggestions from customers in order to reflect the standards and vision of the community is reflected in the selection of resources and programs.

In meeting this objective, the board will provide its customers and the general public with information that is relevant, factual, understandable and timely about the board's utility operations and the use of the electric and water services.

**POLICY STATEMENT:**

1. Board meetings will be public in compliance with the Minnesota Open Meeting Law. That notwithstanding, the board will hold its meetings and focus its deliberations with both the City of Rochester Core Values and Standards and the RPU Core Values always in mind.
2. The board will maintain open comment periods on its agendas, in order to hear from the ratepayers.
3. The board will engage the community, city, county and other stakeholders in key decisions in order to provide a transparent approach to decision-making.
4. The board will strive to provide information that helps the general public and customers understand the business of the utility, and provide informed comments and feedback in utility operations.
5. The board will use various channels to disseminate information to customers and other members of the public. This will include using a strategy to seek out no or low cost, but productive ways to inform the public using an equitable and inclusive public relations and marketing strategy.

**RESPONSIBILITIES:**

1. The general manager will establish procedures and ensure coordination with the City

the city's communications department.. The general manager will coordinate releases to the news media with the objective of ensuring accuracy, avoiding premature publication and duplication of effort.

2. The general manager will prepare and present for the board's approval, an annual program and budget to support outreach efforts. The program shall include strategies to increase awareness of various programs that promote conservation, commitment to equality and inclusiveness, customer intimacy, community involvement and environmental stewardship.

RELEVANT LEGAL AUTHORITY:

City of Rochester Home Rule Charter Sections 15.03  
City Resolution In Support of Cultural Diversity adopted  
August 21, 2012

EFFECTIVE DATE OF POLICY:

[Inserted on Date of Approval]

POLICY APPROVAL:

[Inserted on Date of Approval]

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

\_\_\_\_\_  
Date

## FOR BOARD ACTION

Agenda Item # (ID # 10361)

Meeting Date: 4/2/2019

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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:

<b>ROCHESTER PUBLIC UTILITIES</b>		
<b>INDEX OF BOARD POLICIES</b>		
	<b>REVISION DATE</b>	<b>RESPONSIBLE BOARD COMMITTEE</b>
<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		

Public Utility Board Committee Assignments 2019-20					
Finance	Communications	Strategic Planning	Operations & Admin.	Policy	Rates
Brian Morgan	Melissa Graner Johnson	Tim Haskin (IT)	Tim Haskin	Brian Morgan	Michael Wojcik
Melissa Graner Johnson	Tim Haskin	Brett Gorden (Gen/Distr)	Melissa Graner Johnson	Brett Gorden	Brett Gordon
Peter Hogan	Steven Nyhus	Jeremy Sutton	Jeremy Sutton	Mark Kotschevar	Mark Kotschevar
		Peter Hogan	Sidney Jackson		