



MEETING AGENDA – MAY 19, 2020

BOARD ROOM
4000 EAST RIVER ROAD NE
ROCHESTER, MN 55906

4:00 PM

Due to the current ongoing pandemic, in-person access is closed. This meeting will be conducted pursuant to Minnesota Statutes section 13D.021 and board members may appear electronically. The meeting will be live-streamed on the following web address: <https://youtu.be/fT-SX89Ym4c>. In addition, a recording will be available after the meeting on the City's website.

Call to Order

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

1. Public Utility Board - Regular Meeting - Apr 28, 2020 4:00 PM

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.)

No in-person open comments will be heard. Comments may be submitted in writing or via email at rpuboard@rpu.org.

4. Regular Agenda

1. Election of Officers
Resolution: Election of Officers
2. Osmose Pole Inspection and Treatment Agreement
Resolution: Osmose Pole Inspection and Treatment Agreement
3. Minnesota Energy Resources Pole Attachment Agreement
Resolution: Minnesota Energy Resources Pole Attachment Agreement
4. 2020-22 IBEW, Local 949, (Clerical) Collective Bargaining Agreement
Resolution: 2020-22 IBEW Local 949 (Clerical) Collective Bargaining Agreement
5. 2020-22 IBEW, Local 949, Collective Bargaining Agreement
Resolution: 2020-22 IBEW Local 949 Collective Bargaining Agreement

5. Informational

1. RPU Renewable Energy Objective
2. Review of Accounts Payable
- 6. Board Liaison Reports**
 1. RPU Index of Board Policies
- 7. General Managers Report**
- 8. Division Reports & Metrics**
- 9. Other Business**
- 10. Adjourn**

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



MEETING MINUTES – APRIL 28, 2020

BOARD ROOM
4000 EAST RIVER ROAD NE
ROCHESTER, MN 55906

4:00 PM

Due to the current ongoing pandemic, in-person access is closed and this meeting will be conducted via telephone conference call in accordance with Minnesota Statutes 13D.021. Some board members may participate by telephone and the audio recording of the meeting will be available after the meeting on the City's website.

Call to Order

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

1. Approval of Agenda

1. **Motion to:** approve the agenda as presented

President Morgan had one addition and one subtraction to the original agenda. A discussion on a meeting format for virtual board meetings (based on public comment) was added, and item number 3 of the regular agenda, Master Small Cell Wireless Collocation and License Supplement Applicability, was removed from the agenda, based on discussions between staff and Minnesota Energy Resources.

Board Member Michael Wojcik moved to amend the motion to approve the agenda based on the two changes. This was seconded by Vice President Johnson. Motion passed.

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

2. Safety Moment

With spring gardening season as well as construction season upon us, General Manager Mark Kotschevar spoke regarding the underground locating, call before you dig initiative, Gopher State One Call. All utilities are required to belong to the Gopher State One call system for residents to call in locate requests for underground utilities that may be affected by excavation. RPU, between the electric and water utility, has about 12,000-15,000 locate requests per year, and has had very few mis-locates over the years. Mr. Kotschevar thanked RPU crews for their efforts and reminded residents to call before they dig.

3. Approval of Minutes

Minutes Acceptance: Minutes of Apr 28, 2020 4:00 PM (Approval of Minutes)

1. Public Utility Board - Regular Meeting - Mar 24, 2020 4:00 PM
2. **Motion to:** approve the minutes of March 24, 2020 as presented

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

4. Recognition: Cary Johnson

President Morgan and General Manager Mark Kotschevar congratulated Water Construction and Maintenance Manager Cary Johnson on his 34 years of service with the utility, and presented him with a recognition plaque and certificate.

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.)

The RPU Board mailbox received an email from Ray Schmitz concerning the meeting format with a request to move to video conference or another format to include live-streaming. This will be discussed under Other Business.

No in-person open comments will be heard. Comments may be submitted in writing or via email at rpuboard@rpu.org.

5. Consideration Of Bids

1. Watermain Reconstruction (15th Ave & 7th St SW)

Buyer Mona Hoeft presented a request to approve funding a joint project with Rochester Public Works (RPW) for water main reconstruction at 15th Avenue and 7th Street SW. Sealed bids were opened on April 17, 2020, with two bidders. Elcor Construction was the low bidder at \$269,683.20 for the water main reconstruction work, and \$279,012.20 if replacement of curbing is added as an alternate bid. This is an area identified in a prioritization analysis report and 13 breaks have occurred there, 4 occurring last fall within a 48-hour period, said Project Engineer Wade Neubauer. RPW is expected to contribute \$60,711 to the main project, and if the alternate bid portion is selected, would contribute \$71,535. RPU budgeted \$220,000 for this project and will come under budget. Work will be completed prior to August 14, 2020.

How long is the stretch of reconstruction, asked President Morgan? Mr. Neubauer said it is two and a half blocks starting from 6th Street heading south in front of Folwell Elementary School to where 15th Avenue goes into 17th Avenue, then half a block from 7th Street heading west into the Folwell parking lot. The bid alternate for the curbing was included in order to replace all the curb at one time, said Mr. Neubauer.

Resolution: Watermain Reconstruction (15th Ave & 7th St SW)

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the bid from Elcor Construction for the Watermain Reconstruction Project (15th Ave & 7th St SW) in an amount not to exceed \$279,012.20.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 28th day of April, 2020.

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

6. Regular Agenda

1. Audit Presentation - 2019 Annual Audit Results

Sarah Slaughter of Baker, Tilly, Virchow and Krause presented the results of the 2019 RPU annual financial audit. Auditors were on-site the week of February 17-21 to perform field work, with the audit report issued on March 31. RPU's financial statements received an unmodified opinion (clean opinion). There were no material weaknesses or significant deficiencies found in internal controls. A recommendation noted in internal controls was concerning controls over information technology, which Ms. Slaughter said is a common finding given the emphasis and importance of IT.

Corporate Services Director Peter Hogan thanked the RPU accounting team and the Baker Tilly team for their diligence and hard work during the audit and throughout the year, as did General Manager Mark Kotschevar.

Vice President Johnson moved to accept the 2019 annual financial audit results and place them on file. Board Member Michael Wojcik seconded. Motion passed.

2. Authorized Banking Representative

With the retirement of RPU Controller Bryan Blom in April and the hiring of new Controller Julie Ackerman, the Board is required to approve a resolution designating Ms. Ackerman as an authorized employee to conduct financial business on behalf of the Utility.

Resolution: Authorized Banking Representative

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, that the following person or persons are hereby authorized for and on behalf of the City of Rochester, doing business as, Rochester Public Utilities, to endorse or cause to be endorsed such documents regarding deposits, checks, drafts, investments or any other matter necessary for or pertaining to the financial operation of Rochester Public Utilities.

Mark Kotschevar, General Manager

Peter Hogan, Chief Financial Officer

Julie Ackerman, Controller

Melissa Braaten, Accounting Supervisor

Judy Anderson, Senior Financial Analyst

Tina Livingston, Senior Financial Analyst

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 28th day of April, 2020.

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

3. Master Small Cell Wireless Collocation and License Supplement - Applicability

This item was removed from the agenda.

7. Informational

1. Electric Utility Undergrounding Policy

Director of Core Services Sidney Jackson presented the draft Electric Utility Undergrounding Policy to the Board for initial review. The policy was drafted by staff based on the input and review of the Board's Operations and Administration Committee members. Board Member Michael Wojcik originally requested creation of the policy based on resident concerns and also had significant input. The policy sets guidelines for growing underground electric infrastructure within RPU's distribution system and associated vegetation management, the objective being to continue and enhance the movement of the electric utility toward 100 percent underground infrastructure.

Mr. Wojcik would like to see some type of agreement that obligates developers to pay the cost of undergrounding in the future if it is not appropriate at the time of redevelopment, similar to the current sidewalk agreement process used today. Board Member Tim Haskin of the Operations and Administration Committee said he was agreeable to looking at this type of language. Vice President Johnson, also of the committee, asked if Mr. Wojcik could send an example of this type of language as referenced in an existing City policy. General Manager Mark Kotschevar asked if this requirement would be covered under a development agreement with the developer. Mr Wojcik did not think it was codified in small developments in the core neighborhoods, but maybe RPU could require it as part of the development agreement.

President Morgan asked that the word "shall" replace the word "will" throughout the policy, and the language "where feasible" "as practicable" and "to the extent possible" be strengthened in the policy to remove gray areas. Vice President Johnson stated that discussions by the committee assumed that utilities in new developments would be underground, versus existing utilities being placed underground. Mr. Jackson confirmed that existing electrical utilities would follow current RPU rules and regulations but stated that redevelopment is a different circumstance and may require enhanced language. Board Member Brett Gorden agreed with changing the "will" statements to "shall" to be more specific. Mr. Wojcik added that the policy should be reviewed by the City attorney. The Operations and Administration Committee will review the recommended revisions.

2. Review of Accounts Payable

The Accounts Payable Board Listing of March 14, 2020 through April 10, 2020 was accepted.

8. Board Liaison Reports

No discussion.

9. General Managers Report

General Manager Mark Kotschevar discussed how the pandemic is impacting the utility financially. Corporate Services Director Peter Hogan provided the Board with a summary of the key areas of the utility being affected by the shelter-in-place order, mainly revenue and usage. He said no significant impact is expected in the water utility gross margin for usage, but financial impact is anticipated in the accounts receivable. With the suspension of water and electric disconnects approved by the Board last month, the utility does not expect to collect on these funds, and accounts receivable days are expected to rise to 45 days versus the typical 34-35 days at this time of year. As (or if) businesses come back online later in the year, Mr. Hogan projects that time to go down to 37 days.

RPU's capital projects and major maintenance projects have been delayed where practicable. About \$400,000 in water projects will be delayed, however this will not have any negative cash impacts to the water utility, and cash reserves are adequate to cover any adverse situation. But gross margin loss in both the water and electric utilities will have the largest financial impact. Bad debt is the unknown factor in the current scenario. RPU expects an increase in bad debt, said Mr. Hogan, but this will be offset by not filling open positions and other operational cost savings.

For the electric utility, it is anticipated that \$3.6-\$5.7 million in gross margin will not be collected. Cash reserves are in place to manage this and about \$1.8 million in electric capital and major maintenance projects have been delayed for the year.

RPU is projecting a \$4.1 million overall revenue shortfall, said Mr. Kotschevar. To offset that loss, about \$600,000 in open positions will not be filled for the remainder of the year, \$1.8 million in capital, operational and maintenance cost reductions have been made and \$1 million in contingency funds budgeted by the Board is available for use. Therefore at worst scenario RPU would need \$700,000 of cash reserves if necessary. RPU will continue to monitor the situation and system reliability will not be compromised. President Morgan noted that wholesale power costs have lowered. Mr. Kotschevar said that RPU's power provider Southern Minnesota Municipal Power Agency (SMMPA) is able to take advantage of the wholesale market and if the price lowers it offsets sales losses. Mr. Hogan noted that since the shelter-in-place order went into effect on March 16, current data only reflects two weeks, but the April data will provide a bigger picture next month.

RPU has moved into the recovery planning phase in conjunction with the City of Rochester's Emergency Operations Center plan for re-opening of City facilities. At RPU, sneeze-guards will be added to the lobby counters, social distancing markers will be added to the floors and employees will receive additional COVID-19 safety training to enhance safety for the public and the employees. With 70+ employees working from home, RPU is still moving forward with several key initiatives including the electric cost of service study, the development of a time-of-use rate, partnering with Otter Tail Power for Cayenta best practices and potentially building a rate structure, working with Cayenta to complete post go-live activities, pursuing construction of the Marion Road substation including taking title of the property, pursuing construction of a new well, and upgrading the water model used for planning.

Related to rates and budget, some changes will be made to the budget schedule this year. RPU's budget will be integrated into the City's budget and therefore require earlier approval of the preliminary budget, probably in August, meaning the special budget meeting in November will be cancelled.

The utility continues to work on the Solar Purchase Power Agreement. The appraisal of the property came back higher than the contracted amount, said Mr. Kotschevar, and the agreement is expected to be approved by the Rochester City Council on May 4, 2020..

Also a reminder that the Board's election of officers will occur at the May Board meeting. Board Member Michael Wojcik moved to continue with the same Board officers as present. Board Member Tim Haskin seconded the motion. A resolution will be prepared for the May meeting.

10. Division Reports & Metrics

President Morgan noted a couple of safety mishaps of various causes in the Board's Safety, Compliance and Public Affairs report and asked if telecommuting has impacted safety measures. One thing impacted due to COVID-19 has been in-person classroom training, said General Manager Mark Kotschevar, although Safety Manager Bob Cooke has done a great job of finding alternative ways to deliver training. Safety support for the crews has remained the same with direction from the safety manager and safety technician.

11. Other Business

President Morgan asked if Board members would like to meet in person for future meetings in the RPU Community Room using social distancing measures, or utilize a video conferencing platform. Board Member Brett Gorden stated attending in person would be fine. Mr. Wojcik said he would prefer video conferencing for some Board members and in person for others or outside participants. while remaining under the 10 people per room limit. Vice President Johnson stated she would be open to using video conferencing but it may be premature to make a decision now until the governor announces the shelter-in-place order. President Morgan asked if the meetings can be live-streamed. The meetings can be live-streamed to Facebook or YouTube, said Mr. Kotschevar, but the phone would still be needed for call-ins. Staff will do some research and come up with a video streaming option for future meetings.

12. Adjourn

The agenda and board packet for Utility Board meetings are available on-line at www.rpu.org and <http://rochestercitymn.ig2.com/Citizens/Default.aspx>

Submitted by:

Secretary

Approved by the Board

Board President

Date

FOR BOARD ACTION

Agenda Item # (ID # 11964)

Meeting Date: 5/19/2020

SUBJECT: Election of Officers

PREPARED BY: Mark Kotschevar

ITEM DESCRIPTION:

Under the Board Organization policy, the board has designated the first regular meeting in May for the election of officers. At last month's meeting, the board passed a motion to propose the existing officers for re-election at the May meeting, and directed staff to prepare a resolution for approval of such action. Attached is the resolution that calls for the re-election of Brian Morgan as president, Melissa Graner Johnson as vice-president and appoints Christina Bailey as the board secretary.

UTILITY BOARD ACTION REQUESTED:

Approve the resolution for the election of officers and appointment of board secretary.



RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to elect the following officers:

Brian Morgan - President

Melissa Graner Johnson - Vice President

In addition the board also appoints:

Christina Bailey - Board Secretary

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 19th day of May, 2020.

President

Secretary

FOR BOARD ACTION

Agenda Item # (ID # 11922)

Meeting Date: 5/19/2020

SUBJECT: Osmose Pole Inspection and Treatment Agreement

PREPARED BY: Mona Hoeft

ITEM DESCRIPTION:

Seeking approval of a five-year agreement with Osmose Utilities Services, Inc. to perform inspections and treatment of around 1,100 wood poles at an estimated cost of \$63,000 annually. The resulting value of this five year agreement is expected to cost \$315,000. The purpose of the inspections are to locate exterior decay or interior pockets of decay and treat them as necessary. This is a multi-tiered approach that begins with a visual inspection and moves to sounding and boring with the potential for a partial or full excavation of the pole based on those results. Treatment can encompass external and internal preservatives, internal insecticide or a fumigant. This is a unit priced agreement based on the type of service provided at each pole.

This agreement term is January 1, 2020 through December 31, 2024 allowing for a minimum increase of 1% and a maximum of 3% annually, subject to the CPI-U indicator. Either party may terminate the agreement with a thirty-day written notice. RPU has partnered with Osmose for several years and has been satisfied with their work.

The City Attorney has reviewed the agreement.

UTILITY BOARD ACTION REQUESTED:

Approve a resolution to enter into a five-year agreement with Osmose Utilities Services, Inc. in an amount not to exceed \$315,000 and authorize the Mayor and City Clerk to execute the agreement.

April 22, 2020

Ms. Ann Liebenow
Project Engineer - T&D
Rochester Public Utilities
4000 East River Road NE
Rochester, MN 55906

RE: REVISED POLE INSPECTION AND TREATMENT PRICING PROPOSAL – 2020 - 2024

Dear Ms. Liebenow:

At the request of our Director-Business Development, Mr. Lloyd Nelson, we are submitting the following enclosed revised agreement with unit prices (Schedule 1). This pertains to the inspection and treatment of approximately 1,100 distribution poles annually for five years (2020 – 2024). This revised proposal supersedes the proposal dated March 30, 2020.

The following prices are for 2020. For 2021 through 2024, we propose using the Consumer Price Index (CPI) for price rate adjustments with a minimum increase of 1% and a maximum increase of 3% annually. The annual CPI increases will be based on the January - Table 3 – Consumer Price Index for All Urban Consumers (CPI-U), Unadjusted percent change. A current copy of “Table 3. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, special aggregate indexes (Services)” is attached for your reference.

In the annual review of our agreements, we noted the existing General Services Agreement (Federated Insurance Version) with Rochester Public Utilities is from September 4, 2014. We are no longer a part of the federated Insurance program and respectfully submit our standard General Services Agreement for review and consideration. We look forward to working with you on this important project. If this proposal is acceptable, please sign and return an executed General Services Agreement so we can schedule crews to begin this project.

As you are aware, the situation with the COVID-19 virus remains fluid – we will do all we can operationally to complete the services within the contracted timeframe, however it is possible that the completion date may extend for factors beyond our control related to this pandemic. Our team is not requesting an extension of any work under contract at this time. In addition, availability of materials may affect the price of purchased material. We will continue to monitor the situation and communicate with our field operations team and our supplier throughout the duration of this project. If conditions in the field change, or the supplier's delivery schedule or pricing is impacted by the pandemic, we will immediately communicate and update the status of the project and provide a change order with updated projected completion date and/or pricing to your line of business and sourcing teams.

A proof of insurance certificate covering Osmose for this work is attached for your convenience.

If you need further assistance or have any questions concerning this proposal, please do not hesitate to contact Lloyd Nelson at (701) 306-8761.

Sincerely,



Jose Villalba
Vice President-Contracts

Attachment
JV/dj

C: File

Attachment: 20-35 Osmose Agreement Final (11922 : Osmose Pole Inspection and Treatment Agreement)

Price Schedule 1
Effective 04/22/2020 - 12/31/2020
(Approximately 1,100 Poles Annually)

Line	Item	Price
1	EXTERNAL TREAT	\$ 41.48
2	EXCAVATED REJECT	\$ 40.20
3	REJECT WITH EXTERNAL TREAT	\$ 41.48
4	VISUAL	\$ 6.70
5	SOUND AND BORE	\$ 9.00
6	INTERNAL TREAT	\$ 17.97
7	MITC-FUME PER TUBE	\$ 9.30
8	GPS READING 1-10 METER	\$ N/C
9	HOURLY RATE-FOREMAN	\$ 90.67
10	HOURLY RATE-CREW MEMBER	\$ 48.78

Pricing Notes:

- Prices are for 2020. For 2021 through 2024, we propose using the Consumer Price Index (CPI) for price rate adjustments with a minimum increase of 1% and a maximum increase of 3% annually. The annual CPI increases will be based on the January - Table 3 – Consumer Price Index for All Urban Consumers (CPI-U), Unadjusted percent change.
- GPS Data:** The GPS data (per structure) item includes a GPS point with an accuracy level of one to ten meters (1-10 meters). One attempt will be made to collect the GPS point. If requested however, Osmose field technicians can return to any pole location, for an hourly rate, to recollect data.
- Hourly Rates:** Osmose is submitting prices for hourly rates for your convenience. These prices would apply for any work that Rochester Public Utilities would request outside the scope of this proposal. These rates will not be utilized without prior approval from Rochester Public Utilities. Submitting these prices in our proposal at this time will avoid future administrative delays and allow our crews to respond to your special requests in a more efficient and timely manner.

Acceptance of Proposal

To accept the attached proposal as written and authorize the work to be performed, please sign this page and return an executed General Services Agreement via email to OsmoseContracts@Osmose.com. This price proposal is valid for 90 calendar days from the date of the proposal.

SIGNATURES

We hereby accept the attached proposal as written and authorize Osmose Utilities Services, Inc. to perform the work. Osmose will perform the work in accordance with the terms and conditions under our General Services Agreement, dated April 22, 2020, once executed.

AUTHORIZED SIGNATURE	
PRINTED NAME	
DATE	
COMPANY NAME	Rochester Public Utilities

OSMOSE CONTACT

If you have any questions or would like to discuss this proposal in more detail, please contact:

NAME	Lloyd Nelson
TITLE	Director Business Development
PHONE	(701) 306-8761
JOB #	1031422
PROJECT DESCRIPTION	REVISED POLE INSPECTION AND TREATMENT (5 year – CPI) 4/21/20

All Products & Services

Wood Structure Services

Wood Pole Inspection

- Strength Assessment (Decay/Damage Assessment)
- Load Assessment
- Ground Resistance Testing
- Grounding Improvements
- Groundwire Repair
- Groundwire Molding Installation
- Guy Inspection and Repair
- Guy Anchor Inspection

Remedial Treatment/Life Extension

Infrared Inspections

FireGuard® Application

Tag/Marker/Sign Installation

Surveys and Audits - O/H Facilities, Clearances, Safety

Pole Restoration and System Hardening

- Restoration of Decayed Poles

Pole Class Upgrading

Steel Structure Services

Steel Pole and Tower Assessment

- Structural Condition Evaluation
- Corrosion Potential (Environmental) Evaluation

Substation Assessment and Restoration

Corrosion Mitigation

- Application of Protective Coatings
- Installation of Cathodic Protection

Engineered Restoration Design and Installation

- Concrete Foundation

Steel Tower and Pole

Underground System Services

Padmount/Cabinet Inspection and Maintenance

- Cabinet Repair and Painting
- Cabinet Leveling
- Insect and Vegetation Control
- Tag and Decal Replacement

Manhole/Service Box/Vault Inspection and Maintenance

- Minor Maintenance and Repairs
- Conductor Tagging and Marking

Isolation Transformer Installation

Engineering Services

Structural Load Analysis and Design

Pole Replacement Design

Distribution Design

System Studies and Hardening

Field Inventories

Joint Use Services

Attachment Audits

Attachment Agreement Review

Audit Cost-Recovery and Attachment Rental (Billing)

Transfers, Double-Wood, Violation Notification and Remediations

Attachment Request Processing and Notifications

Pole Loading Analysis and Clearance Evaluations

Make-Ready Design and Work Order Creation

Turnkey Program Management

Other Services and Products

Osmolytics (Asset Management Predictive Modeling)

Project Management

Storm Response Services

Distribution System Inventories

Streetlight Surveys

Osmose Pole and Line Products

- Pole Restoration Products
- Pole Top Protection
- Fire Retardant Products
- Remedial Treatments and Inspection Supplies

Osmose Utilities Services, Inc. GENERAL SERVICES AGREEMENT

This **GENERAL SERVICES AGREEMENT** (the "Agreement"), dated as of April 22, 2020 (the "Effective Date"), is entered into by and between **OSMOSE UTILITIES SERVICES, INC.**, a Delaware corporation with a place of business at 635 Highway 74 South, Peachtree City, Georgia 30269 ("Contractor"), and **CITY OF ROCHESTER, MINNESOTA**, acting through its Public Utility Board, a municipality with a place of business at 4000 East River Road, North East, Rochester, Minnesota 55906 ("Owner"), jointly referred to as the "Parties", and individually a "Party".

In consideration of the mutual promises and conditions contained in this Agreement, the Parties mutually agree as follows:

- 1.0 Contract Documents:** The term "Contract Documents" shall mean this Agreement, Contractor's proposal, Contractor's Exhibits A and B (whenever applicable) or Owner's specification, any associated amendments and any other separate document mutually agreed to and executed by the Parties that are now or hereafter agreed to and signed by the Parties and that may contain, without limitation, a specific description of the statement of work or scope of the project, pricing assumptions, source materials, and the deliverables. The Parties agree that the Contract Documents shall be incorporated as part of this Agreement. In the event of inconsistent or contradictory provisions among any of the Contract Documents, inclusive of Owner's purchase order, the provisions of this Agreement shall take precedence.
- 2.0 Supplemental Terms and Conditions:** In the event that Owner desires services from the Contractor that fall outside the scope of this Agreement, Contractor will submit Supplemental Terms and Conditions for such services. The terms and conditions of this Agreement shall be overridden by any Supplemental Terms and Conditions that are submitted by Contractor and approved in writing by both Parties.
- 3.0 Work:** Contractor shall furnish all supervision, labor, tools, equipment, and materials necessary or required to perform the work on Owner's infrastructure including, but not limited to, wood poles, steel or metal poles, steel towers, and/or padmounted transformers (collectively the "Structures" and/or individually referenced by specific structure type as applicable) as described in Schedule 1 or Owner's pricing sheet (and in accordance with the specifications set forth in the Contract Documents (collectively the "Work"). Qualification of Contractor's personnel shall be as set forth in the Contract Documents.
- 4.0 Source Materials:** Whenever applicable, Owner, without charge, shall furnish or make available for examination or use by Contractor any data which Owner may have available including locations of the Work sites and other data pertinent to the Work.
- 5.0 Contractor Reports:** Contractor shall record all categories of Work on accepted report sheets or electronic media in accordance with the Contract Documents or as supplied by Owner. A copy of this report shall be furnished to Owner in a timely fashion as mutually agreed.

Osmose Utilities Services, Inc.

GENERAL SERVICES AGREEMENT

- 6.0 Contractor Fees:** Owner agrees to pay Contractor, and Contractor agrees to accept as full compensation for the Work performed and materials used, the fees set forth in or otherwise calculated in accordance with the rates set forth in Schedule 1 or Owner's pricing sheet. Notwithstanding the foregoing, if during the term of this Agreement, unforeseen economic conditions (including but not limited to, fuel and raw material price increases, energy, government or regulatory charges, etc.) change Contractor's cost of providing products and or services to Owner, Contractor may increase its rates and charges or impose applicable surcharges to cover such increased costs.
- Furthermore, Owner shall be responsible for all applicable sales taxes, unless it provides to Contractor a valid exemption certificate or other documentation satisfactory to Contractor reflecting a sales tax exemption. If the Work is subject to a gross receipts or other similar tax, said amount shall be added to the pricing.
- 7.0 Contractor's Payment Terms:** The invoicing and payment terms shall be those set forth in the Contract Documents. In the event said terms are not set forth in the Contract Documents the below terms shall apply. Contractor shall prepare and furnish Owner with a detailed invoice of the number of billable items (as defined in the Contract Documents) for the covered period and the amount due. Owner shall pay Contractor the amount due upon receipt of the invoice. A service charge of the lesser of one and one-half percent (1½%) per month or the highest amount legally permitted will be added to all accounts balances not paid within thirty (30) days.
- 8.0 Commencement of Work:** Contractor shall commence the Work within thirty (30) days after receiving written notice from Owner.
- 9.0 Termination:** Either Party may terminate this Agreement upon thirty (30) days written notice served upon the other Party by registered mail. Upon expiration of such thirty (30) day period, all Work under this Agreement shall cease. Upon termination, Contractor shall issue a final invoice and Owner shall pay Contractor for all Work performed through the end of the thirty (30) day notice period.
- 10.0 Independent Contractor:** Contractor shall at all times be an Independent Contractor for all purposes under this Agreement, including without limitation in connection with the performance of labor and services under this Agreement.
- 11.0 Compliance with Laws:** Contractor shall promptly pay all wages due to its employees, shall obtain all licenses and permits required by law, and shall otherwise comply with all ordinances, laws, orders, rules, directives, and regulations made by any governmental authority or regulatory body pertaining to the Work.

Osmose Utilities Services, Inc.

GENERAL SERVICES AGREEMENT

12.0 Contractor's Insurance: Throughout the term of this Agreement, Contractor shall maintain in full force and effect, in amounts reasonably satisfactory to Owner, and otherwise in compliance with applicable law, the following insurance coverages: Workers' Compensation, Commercial General Liability (including public liability, personal injury, property damage, and contractual liability), and Automobile Liability. Prior to the commencement of the Work, Contractor shall furnish Owner with a Certificate of Insurance evidencing said coverages. Notwithstanding any language to the contrary, any insurance coverage provided by Contractor shall not cover Owner for any negligent acts or omissions of Owner, its employees, or agents.

13.0 Indemnification: Contractor shall indemnify, defend, and hold harmless Owner, its officers, employees, representatives, and agents, from and against all liability, loss, damage, or expense resulting from any claim, suit or action for personal injury (including death) or damage to property caused by any negligent act or negligent failure to act by Contractor, its employees, or agents in connection with the performance of the Work. In the event of the joint and concurrent negligence of Contractor and Owner, each Party shall be responsible for the percentage of negligence attributed to it by agreement between the Parties or in a court of competent jurisdiction.

Notwithstanding any other language to the contrary, in no event shall Contractor be responsible for, or be required to defend, indemnify, or hold harmless Owner from and against any claim for personal injury (including death) or damage to property or loss of use thereof which: (i) occurs more than one (1) year after completion of the Work; or (ii) arises from the failure of wood poles inspected by a visual inspection, sound only inspection, or a sound and bore inspection method (if applicable to the Work).

14.0 Warranty: Contractor shall perform all Work in a safe, efficient, good, and workmanlike manner. Contractor warrants for a period of one (1) year from the date of inspection that the Work shall conform to the Contract Documents or Owner's specification and shall have been performed with ordinary skill and care. As a condition to this warranty, Owner must give Contractor written notice within ten (10) days after Owner first discovers or receives notice of any alleged non-conforming Work. If any Work is found not to conform to the Contract Documents, taking into account Contractor's Exhibit B (whenever applicable), Contractor shall, at its option, either refund that portion of Contractor's fees pertaining to such non-conforming Work or repair or replace the defective Work at no cost to Owner. CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL ACTIONS AGAINST CONTRACTOR BY OWNER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE MUST BE COMMENCED WITHIN ONE (1) YEAR OF THE DATE OF ACCRUAL OF SUCH ACTION.

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IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES UNLESS CAUSED BY THE WILLFUL MISCONDUCT OF CONTRACTOR. CONTRACTOR MAKES NO WARRANTY AS TO THE LONGEVITY OR USEFUL LIFE OF STRUCTURES INSPECTED AND/OR TREATED BY CONTRACTOR.

FURTHERMORE, THE TOTAL CUMULATIVE LIABILITY OF CONTRACTOR, AND ITS SUBCONTRACTORS AND SUPPLIERS, ARISING FROM THE PERFORMANCE OR A FAILURE TO PERFORM WORK PURSUANT TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, INCLUDING ALL EXPENSES INCURRED OR PAYABLE BY CONTRACTOR IN SATISFACTION OF ITS INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL FEES PAID TO CONTRACTOR PURSUANT TO THIS AGREEMENT.

- 15.0 Confidentiality:** The terms of this Agreement shall remain confidential and shall not be disclosed by either Party to any person without the consent of the other Party or as may be required by law or order of a court of competent jurisdiction. The Parties acknowledge that, in the course of this Agreement, they may have access to, and/or be in possession of, Confidential Information of the other Party. "Confidential Information" shall mean information regarded by that Party as confidential, including without limitation, information relating to its past, present, or future research, development, sales and marketing, financial or business affairs, and any proprietary products, materials, or methodologies. Each Party shall hold in strict confidence, in the same manner as it holds its own Confidential Information of like kind, all Confidential Information of the other Party which may be disclosed to it or to which it may have access. Access to Confidential Information shall be restricted to those of each Party's personnel who have a need to know such information and its use shall be limited to the performance of this Agreement.

The foregoing shall not prohibit or limit either Party's use of information of the other Party (including without limitation ideas, concepts, know-how, techniques, and methodologies) which: (i) was previously known to it; (ii) was or is independently developed by it; (iii) was or is acquired by it from a third Party having no obligation of confidentiality regarding the information; (iv) is, or becomes, publicly available through no breach by it of this Agreement; or (v) is disclosed pursuant to law or the order, requirement, or request of a court or government authority. This provision shall survive termination of this Agreement for any reason.

- 16.0 Ownership:** The Parties agree and acknowledge that Contractor may use proprietary materials of Contractor or third Parties in the preparation of the Work ("Proprietary Items") and that Owner shall not obtain any ownership rights in the Proprietary Items. All Work conceived or developed by Contractor in connection with Contractor's provision of services under this Agreement shall belong to Contractor.

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Owner shall execute all documents that may be reasonably requested by Contractor in order to vest in Contractor all right, title, and interest in the Work. Notwithstanding the foregoing, any Confidential Information of Owner that is used by Contractor in connection with the Work shall remain Confidential Information of Owner. Subject to the terms of this Agreement, Contractor shall grant Owner a perpetual, royalty free license to use the Work provided Owner agrees to treat all such materials as Confidential Information in the same manner that Owner treats its own Confidential Information, but in no event less than a reasonable degree of care. This provision shall survive the termination of this Agreement for any reason.

- 17.0 Notice of Claim:** In the event Owner has notice of: (i) any personal injury or death; or (ii) property damage in excess of \$5,000.00, Owner agrees to give written notice to Contractor within ten (10) days after Owner first discovers or receives notice of such an occurrence. In the event the Work involves wood poles, inspected and/or treated by Contractor, which have broken or fallen, Owner agrees to take possession of, and store the damaged wood pole(s) in a location protected from the weather and provide Contractor reasonable opportunity to inspect said damaged wood pole(s). Notwithstanding any language to the contrary in this Agreement, in the event Owner fails to comply with the foregoing provisions of this Section 17.0, Owner agrees to defend, indemnify, and hold harmless Contractor from and against any and all claims for damages as a result of said personal injury, death, or property damage. Owner's defense obligations shall include all costs of defense, including reasonable attorneys' fees.
- 18.0 Notices:** All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given: (i) when delivered by hand or confirmed facsimile transmission; (ii) one (1) day after delivery by receipted overnight delivery; or (iii) four (4) days after being mailed by certified or registered mail, return receipt requested, with postage prepaid to the appropriate address set forth in this Agreement or to such other person or address as either Party shall furnish to the other Party in writing in accordance with this Section 18.0.
- 19.0 Force Majeure:** Except as specifically provided in this Agreement, neither Party shall be liable for any delays or other nonperformance resulting from circumstances or causes beyond its reasonable control and anticipation, including fire or other casualty, act of God, strike or labor dispute, war or other violence, acts of third Parties not within such Party's reasonable control and anticipation, or any law, order, or requirement of any governmental agency or authority; provided however, that the Party whose nonperformance is excused under this Section 19.0 shall take commercially reasonable steps to circumvent such events of *force majeure* and shall resume performance immediately upon the cessation of the condition of *force majeure* which prevented such performance.

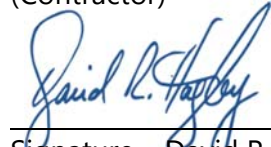
Osmose Utilities Services, Inc. GENERAL SERVICES AGREEMENT

- 20.0 Severability:** If any term or provision of this Agreement is held illegal or unenforceable by a court of competent jurisdiction, all other terms of this Agreement shall remain in full force and effect, and the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations, or duties of either Party, Owner and Contractor shall substitute a provision by mutual agreement that preserves the original intent of the Parties as closely as possible under applicable law.
- 21.0 Jurisdiction/Choice of Law:** The Parties hereby irrevocably submits to the jurisdiction of the United States District Court of Minnesota, Third Judicial District, or the Olmsted County District Court, Rochester, Minnesota, in any action or proceeding arising out of or relating to this Agreement. This provision shall survive the termination of this Agreement for any reason. The Parties further agree that this Agreement and all matters arising out of, directly or indirectly, or related to this Agreement will be governed by and interpreted in accordance with the laws of the State of Minnesota.
- 22.0 Miscellaneous:** This Agreement constitutes the entire agreement between the Parties relative to the subject matter contained in this Agreement. None of the terms of this Agreement shall be changed, waived, superseded, or supplemented, except in a written document signed by the Parties hereto. Each Party acknowledges that it has participated in the negotiation and preparation of this Agreement and has had the opportunity to have its counsel review this Agreement. Therefore, neither Party shall be deemed to have drafted this Agreement and the customary rule of construction resolving ambiguities in the language against the drafting Party shall not apply.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth at the beginning of this Agreement.

OSMOSE UTILITIES SERVICES, INC.
(Contractor)



Signature – David R. Hagley
Sr. Vice President

ROCHESTER PUBLIC UTILITIES
(Owner)

Signature - Mark Kotschevar
General Manager RPU

Signature – Kim Norton
Mayor

Signature – Anissa Hollingshead
City Clerk

Approved:

Signature – Jason Loos
City Attorney

Attachment: 20-35 Osmose Agreement Final (11922 : Osmose Pole Inspection and Treatment Agreement)

Osmose Utilities Services, Inc.

EXHIBIT A**IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS****TABLE OF CONTENTS:**

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DRAWING 1 STANDARD AND SHELL BORING

Attachment: 20-35 Osmose Agreement Final (11922 : Osmose Pole Inspection and Treatment Agreement)

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1.0 General:

1.1 Scope: This specification is intended as a basis for the inspection and supplemental treatment of wood poles. Poles less than 11 years old will only be visually inspected and reported if the visual inspection warrants no further action. All other poles are to be inspected both above and below the groundline area.

1.2 Contract Definitions:

1. OWNER: Rochester Public Utilities
2. CONTRACTOR: Osmose Utilities Services, Inc.

1.3 CONTRACTOR Requirements: CONTRACTOR shall furnish all supervision, labor, tools, equipment, report forms, field adaptable handheld data collection devices, transportation, and material necessary for the inspection and treatment of OWNER's poles as identified. OWNER will furnish copies of this specification and necessary maps showing locations of poles which are the subjects for inspection and/or treatment. OWNER shall provide CONTRACTOR the legal right to access the work site.

CONTRACTOR is required to have a minimum of 10 years in the in-service pole inspection and treatment business. CONTRACTOR must have documented programs/policies conforming to the Environmental Protection Agency ("EPA"), the Occupational Safety and Health Administration ("OSHA"), the Department of Transportation ("DOT"), along with all federal and state pesticide regulations. These policies must include a safety manual, pesticide training manual and test, standards for safe storage of preservatives on vehicles, operating policies for CONTRACTOR's personnel to handle preservatives and procedures for disposing of empty containers used for pole treatment in compliance with label requirements, and OSHA regulations involving Personal Protective Equipment ("PPE").

CONTRACTOR shall maintain throughout the term of the applicable agreement, in full force and effect, in amounts reasonably satisfactory to OWNER and otherwise in compliance with applicable law, the following insurance coverages: Workers' Compensation, Commercial General Liability (including Public Liability, Personal Injury, Property Damage, and Contractual Liability) and Automobile Liability. Prior to the commencement of the work, CONTRACTOR shall furnish OWNER with a certificate evidencing said coverages.

1.4 Personnel Qualifications:

1.4.1 Foremen Qualifications: Each Foreman shall have:

- A minimum of eight weeks formal training in the art of inspecting and treating poles and/or
- A minimum of six months experience as a pole inspector
- Passed a written or demonstration test to the satisfaction of CONTRACTOR

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- Passed a CONTRACTOR-approved pesticide training program, qualifying the Foreman having the expertise and training to handle wood preservatives
- Met the applicable state requirements for a commercial applicator

OWNER reserves the right to ask for evidence of previous experience and training in the form of letters of reference and test results. Personnel are subject to approval by OWNER.

1.4.2 Supervisor Qualifications: The Supervisor shall:

- Have a valid state pesticide applicator's license in the appropriate category for treatment of wood poles
- Hold the position of CONTRACTOR's Supervisor in the state in which the work is to be performed
- Have sufficient experience in the art of inspecting and treating poles

1.4.3 Manager Qualifications: The Manager shall:

- Have a valid state pesticide applicator's license in the appropriate category for treatment of wood poles
- Hold the position of CONTRACTOR's Manager in the state in which the work is to be performed
- Have sufficient experience in the art of inspecting and treating poles

- 1.5 Workmanship and Damages:** All work shall be performed in a workmanlike manner and shall be in accordance with this specification and all applicable federal and state regulations. OWNER considers work not in accordance with this specification or work not in accordance with state and federal regulations, or unskilled or careless work, to be sufficient reason to order CONTRACTOR to stop work. Work will not be allowed to resume until deficiencies are corrected to the reasonable satisfaction of OWNER. Further, OWNER reserves the right to require CONTRACTOR to replace any worker before work is allowed to continue. If not satisfied, OWNER will consider this to be just cause for termination of the contract.

Any damages, real or personal, off the right-of-way arising solely from the negligent performance of the work specified herein, or any damages on the right-of-way arising solely as a result of negligent operations, shall be settled promptly by CONTRACTOR.

OWNER recognizes that linemen must inspect all poles to their satisfaction prior to climbing, whether or not such poles have been inspected by a third party contractor. An inspection and/or treatment tag on a pole is not a guarantee the pole is safe to climb. OWNER should inform linemen that the inspection tag only means the pole was inspected in the stated year in accordance with the contract specifications. An inspection tag is neither an expressed nor implied warranty that the pole meets the National Electric Safety Code ("NESC"), the General Order No. 95 ("GO 95"), nor any other applicable standard.

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Linemen must also practice all other safety procedures when climbing poles and changing out or adding equipment or lines or cutting lines, all of which may create an unbalanced load. An unbalanced load may cause sound poles to fail.

1.6 Quality Control:

1.6.1 Quality Control Inspection: A Quality Control ("QC") inspection shall be performed for each Foreman's work at least once every four weeks on work completed since the previous QC inspection. The QC inspection will be conducted with CONTRACTOR's Supervisor or Manager, and at OWNER's option, with OWNER's representative when available. The QC inspection shall consist of the partial to complete re-inspection of those poles selected by the CONTRACTOR's Supervisor or Manager, or by the OWNER's representative, to compare the results shown in the pole inspection records with those existing in the field.

The re-inspection shall include, but not be limited to, the re-excavation, re-treatment, and re-wrapping of those poles that were inspected below groundline. CONTRACTOR's cost of said re-treatments shall be borne by CONTRACTOR. At least three poles will be selected for each QC inspection. OWNER shall be issued a copy of the QC results within a reasonable amount of time upon request to CONTRACTOR.

1.6.2 Discrepancies and Corrective Action: Any serious errors will be brought to the attention of CONTRACTOR. Corrective action, reasonably satisfactory to OWNER, must be taken by CONTRACTOR to remedy the situation before the next QC check. The corrective action may include, but not be limited to, re-working each pole back to the previous QC check point at no cost to OWNER.

1.7 Definitions for Inspection and Treatment: Pole inspection and treatment categories are defined as follows:

1.7.1 Reported Pole (Visual Inspection): A reported pole is a pole less than 11 years old about which OWNER desires information, including poles the CONTRACTOR identifies as not present in the field, or any pole that is judged to be unserviceable prior to excavation (as specified in Section 3.2), or any pole which is determined by CONTRACTOR, in CONTRACTOR's reasonable opinion, to be inaccessible (temporarily inaccessible, customer refusal or permanently inaccessible). The specific reason the pole is recorded as Reported Pole will be noted in the pole record. Poles less than 11 years old may be subjected to further evaluation at CONTRACTOR's discretion. Copper naphthenate and Cellon treated poles shall be fully excavated according to Section 3.3 regardless of age.

This inspection method provides no indication of groundline wood strength except for the possible notation of pole class. If used alone, this inspection provides little information to help OWNER improve its pole plant.

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Poles with obvious above ground defects (as specified in Section 3.2) will be rejected. Per RPU's request, poles will not be rejected due to visible (from the ground) pole **top** defects only. This inspection method will miss most priority and reject poles.

- 1.7.2 Sounding and Boring:** Poles shall be sounded with a hammer from either groundline or above groundline as applicable, to as high as an inspector can reach in order to locate exterior decay or interior pockets of decay.

Inspector shall bore pole at least once to detect interior decay (a shell thickness indicator shall be used to detect the existence and extent of interior decay). If decay is present, the pole shall be bored a sufficient number of times to determine the location and extent of decay discernable with this method. Bored holes shall be plugged with tight-fitting treated wood dowels or plastic plugs.

This inspection method can miss poles without sufficient strength to meet NESC, GO 95, or other mandated overload capacity requirements, and there is the possibility of missing those poles with insufficient strength to support the current loading. This is particularly true when the decayed area is below ground level or if the inspector's tools do not contact hidden, damaged areas. Used in conjunction with visual inspection, historical data shows approximately 50% to 60% of reject and priority poles will be found.

- 1.7.3 Partial Excavation:** Poles that are partially excavated on two sides of the pole as specified in Section 3.3 below.

This inspection method can be expected to identify many but not all inspected poles with decay below ground or other conditions causing a reduction in the required strength at groundline. Used in conjunction with visual inspection plus a sound and bore, historical data shows that approximately 80% to 90% of reject and priority poles will be found with a 2-sided partial excavation.

- 1.7.4 Fully Excavated Pole:** Any pole passing the above ground visual inspection (other than poles defined in Section 1.7.1) which has been excavated around the entire circumference as specified in Section 3.3.

This inspection procedure constitutes the most thorough method known in the industry. Nevertheless, obstructions such as rock, adjacent buildings, sidewalks, keys, roots, risers, deep decay, underground cables, and other obstacles prevent "full" excavation and/or treatment with respect to depth, circumference, or both. Typically, once the excavation is made to improve inspection accuracy, the procedure also includes treatments. Used in conjunction with visual inspection, historical data shows approximately 98% of reject and priority poles will be found.

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- 1.7.4.1 Externally Treated Pole:** A groundline treated pole is any fully excavated pole designated by OWNER which, upon inspection, is found to be a candidate for external preservative treatment. Treatment is specified in Section 5.2.
- 1.7.4.2 Fully Excavated Rejected Pole:** A fully excavated rejected pole is any fully excavated pole that meets the criteria specified in Sections 3.2, 3.3.3, and/or 4.1.
- 1.7.4.3 Externally Treated Reject Pole:** An externally treated reject pole is a fully excavated rejected pole that, after inspection, meets criteria for pole restoration. A pole found to be restorable will be groundline treated provided enough sound wood remains. The inspector will make a notation in the data as to whether a pole can or cannot be restored.
- 1.7.5 Rejected Pole:** A rejected pole is any pole that meets the criteria specified in Sections 3.2 and/or 4.1.
- 1.7.6 Priority Pole:** A priority pole is any pole that is in need of immediate attention (restoration or replacement); usually has less than one-half of its original circumference and/or 13% or less remaining original strength (**if OWNER opts to specify alternative criteria, it must be specified in writing to CONTRACTOR**). The location of priority poles will be reported to OWNER's representative as specified by OWNER in writing.
- 1.7.7 Percent Remaining Strength or Remaining Section Modulus:** Percent remaining strength is the estimated percentage of bending strength remaining in a pole compared to its original strength when reductions are made for decay or mechanical defects noted by the Foreman. OWNER acknowledges that the percent of remaining strength is an estimate based on the information outlined herein and generally are not accurate for poles that are not excavated.
- 1.7.8 Internal Treatment:** CONTRACTOR's EPA-registered insecticide and preservative (as specified in Section 5.4) solution is applied internally as a liquid under 40 PSI minimum pressure, or as a foam at reduced pressure, through a set of multiple borings to any insect cavities/voids and/or internal decay voids that constitute a size of 1/2" or larger.
- 1.7.9 Fumigant Treatment:** CONTRACTOR's EPA-registered fumigant treatment. CONTRACTOR shall apply a fumigant treatment(s) to OWNER's poles as specified in Section 5.3.

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1.7.10 Through-Bored Poles: Poles with a series of small diameter holes drilled through the groundline area of the pole during the manufacturing process to enhance the original treatment.

1.8 Copper Naphthenate and Cellon Treated Poles: Due to inconsistencies with the original treatment process, poles manufactured with copper naphthenate or Cellon (pentachlorophenol in lp gas) treatment can be prone to inconsistent decay patterns and there is a probability of decay being present at heights far above groundline. Due to these inconsistent decay patterns, an accurate assessment of copper naphthenate and Cellon treated poles cannot be performed using traditional inspection procedures of sound and bore and/or full excavate at groundline. OWNER should assume that any inspection information provided by CONTRACTOR is incomplete and does not represent an accurate opinion on the serviceability of the pole. CONTRACTOR does not warrant or offer any type of indemnification on any inspections performed on copper naphthenate or Cellon treated poles.

Furthermore, it is recommended that OWNER inspect copper naphthenate and Cellon treated poles above the groundline to the tip or the maximum height allowed. CONTRACTOR does not perform this service.

2.0 General Precautions and Requirements for Preservative Applications:

2.1 General Restrictions and Requirements: All preservatives shall be handled and applied in accordance with the product label, and in a manner to prevent damage to vegetation and property. Only preservatives registered by the EPA and the appropriate State Department of Agriculture for the intended use of remedial pole treatments will be considered for approval by OWNER. Preservatives not labeled for use as remedial pole treatments shall not be used.

No preservatives shall be applied by CONTRACTOR where a pole is readily identifiable as: (i) located on any school property (Day care(s) and Grades K-12); (ii) in a vegetable garden; (iii) in organic farm fields; (iv) within 10' of a stream or standing water body; or (v) within 50' of a private well. OWNER acknowledges that all vegetable gardens, organic farm fields and wells may not be identifiable by CONTRACTOR.

Any container in which a preservative is stored shall be stored in a securely locked container, toolbox, or bolted to vehicles on the right-of-way and kept locked when left unattended. Empty preservative containers shall be removed from the right-of-way and kept in a locked compartment until disposal. Disposal of preservatives and their containers shall be in accordance with the product label as well as the rules and regulations of all appropriate federal and state agencies.

2.2 Pesticide Licensing and Reporting Requirements: CONTRACTOR shall be a certified commercial pesticide applicator for the preservative applications specified in this specification, and each crew shall be supervised by a full-time Supervisor who is licensed and certified by the state where the work is to be performed. CONTRACTOR shall be responsible for the accurate recording and submittal of all pesticide usage forms required

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at the time of application by the various pesticide regulatory agencies and for meeting all applicable federal and state rules and regulations.

CONTRACTOR is required to have in its possession copies of the preservative labels and Safety Data Sheets ("SDS") for all pesticides being used. Upon request, the SDS and labels will be shown to anyone desiring this information. Properly completed shipping papers will also be carried on each vehicle which is transporting pesticides.

- 2.3 Material Handling:** Accidental releases of preservative shall be immediately cleaned-up in a manner consistent with label requirements and federal and state regulations.

CONTRACTOR shall provide each crew with a recovery kit containing sufficient materials for cleaning-up and neutralizing accidental releases of both paste and liquid preservatives. The recovery kit shall consist of, but not be limited to, the following materials: absorption material (such as sawdust or oil dry), baking soda or laundry detergent, ammonia (undiluted), and trash bags for storage of waste.

- 2.4 Proper Equipment:** CONTRACTOR shall provide each crew with all required PPE as specified by the label, such as goggles, sleeves, non-permeable gloves, and aprons. In addition, hard hats and a change of clothing will be provided. All field employees are required to wear work boots and hard hats.

CONTRACTOR shall provide a truck that has covers and locks adequate to satisfy applicable federal and state DOT regulations in which to store and transport the preservatives.

- 2.5 Pesticide Training:** Each pole inspector and/or Foreman shall be required to pass a pesticide training program which addresses the biology of wood destroying insects and fungi, the proper and safe handling, storage, disposal, and transport of pesticides, product labels, SDS, and emergency procedures for accidental releases. CONTRACTOR's pesticide training program is to be in addition to state requirements for applicator licensing.

- 2.5.1 Hazard Communication and Safety Program:** CONTRACTOR shall provide to its employees with a hazard communication program which addresses the purpose of using pesticides, SDS and product labels, protective safety equipment, and clothing and product information. A safety manual and program will be utilized by CONTRACTOR and its employees.

3.0 Inspection:

- 3.1 Preparation:** When work is to be done in close proximity to a home, if possible, the property owner should be notified that a pole inspection is being performed by OWNER. Light brush will be removed from around the pole to allow for proper excavation, inspection, and/or treatment unless permission for removal is denied by property owner (excessive brush removal may require an additional charge). Property owner's denial will be indicated in the remarks column on the pole report. If permission for excavation is denied, the pole will be sounded and bored and fumigant treated, providing the pole is

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serviceable. CONTRACTOR will not inspect or perform work on poles inaccessible by Acts of God or by any causes beyond the control of CONTRACTOR. Reason for the lack of inspection will be noted in the remarks column of the pole report.

3.2 Above-Ground Inspection:

3.2.1 Wood Poles: A visual inspection of all wood poles shall be made from groundline to the top of the pole. The following defects visible from the ground with a naked eye will be noted: woodpecker holes, split tops, decayed tops, broken insulators, rotten/broken crossarms, broken ground wires, and slack/broken guy wires. If obvious and serious pole top defects are identified: (i) the pole will be sounded and bored to determine groundline serviceability. Poles that are not obvious rejects based on a sound and bore inspection will be fully excavated according to Section 3.3. . If the pole is determined to be a reject due to decay by sound and bore inspection it will be marked as a sound and bore reject. Poles will not be rejected due to visible (from the ground) pole top defects only

3.2.2 Concrete Poles: A visual inspection only, shall be made from groundline to the top of the pole of all concrete poles. The following defects visible from the ground with a naked eye will be noted: Cracks, rust, spalling, exposed metal such as spiral wire or rebar, broken or burned ground wires, broken insulators, rotten/broken crossarms, and slack/broken guy wires.

3.2.3 Composite or Fiberglass Poles: A visual inspection only, shall be made from groundline to the top of the pole of all composite or fiberglass poles. The following defects visible from the ground with a naked eye will be noted: Cracks, broken or otherwise damaged areas, burned sections, deterioration of the poles protective coating including separation of layers or fibers protruding through the protective coating, broken insulators, rotten/broken crossarms, and slack/broken guy wires.

3.2.4 Metal Poles / Laced Towers: A visual inspection only, shall be made from groundline to the top of the pole/structure of all metal poles and laced towers. The following defects visible from the ground with a naked eye will be noted: Cracks, rust that is either completely through or nearly completely through metal, loose or missing bolts, bent or missing members, cracks in concrete foundation, broken insulators, broken ground wires and slack/broken guy wires.

3.3 Excavation: All poles that pass the above ground visual inspection (other than poles defined in Section 1.7.1), including poles with obvious and/or serious pole top defects, shall be excavated around the entire circumference to a depth of 18" below groundline (exceptions include poles in pavement, poles with underground power risers, poles excluded from remedial treatment application as defined in Section 2.1 or poles that are otherwise inaccessible; if accessible, these poles will be partially excavated or sound and bore inspected). Poles which cannot be excavated to the proper depth around the entire circumference for legitimate reasons, such as large rocks, large roots, or other obstructions, will have the obstruction and the extent of excavation noted in either the remarks or notes section. The excavation will be approximately 10" from the pole at ground level and 4"

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from the pole at the 18" depth. For excavation in lawns, sod grass areas, or flower gardens, care will be taken to keep surrounding area as clean as possible. The sod around pole shall be carefully cut and neatly stacked. Poles installed on slopes shall be excavated to a minimum depth of 18" on the down slope side and 18" on the high side.

Tarpaulins or ground cloths shall be used whenever possible to minimize the possibility of any property damage and to aide in the tracking of excavated holes (exceptions should be rare and would include situations where the slope is too steep or the ground surface too uneven to allow for effective use).

When possible, poles not set in pavement which are excluded from full excavation above, shall be partially excavated on two sides of the pole. Excavations will be 8" wide and 8" deep. (Partial excavates **are not** externally treated according to Section 5.2 below.)

3.4 Sounding: Poles shall be sounded from as high as the inspector can reach to the exposed groundline area in order to locate interior pockets of decay. Hammer marks should be visible to indicate that the area was sounded.

3.5 Boring: Inspector shall bore the pole with a 3/8" bit at a 45° angle to a depth of the center line of the pole. Bore hole(s) shall be located approximately 6"-8" below ground on excavated poles, and at groundline for non-excavated poles. A shell thickness indicator shall be used to detect the existence and estimated extent of any interior decay.

If enclosed decay pockets are evident in a pole, a minimum of four borings will be taken to determine the size and extent of decay. Bored holes shall be plugged with tight-fitting treated wood dowels or plastic plugs.

Shell Borings are made at an angle of approximately 60°. The hole is bored in a manner so the boring stays within the outer 2-3" of shell. Therefore, the hole is intentionally bored off-center from the pole. Shell borings will be made at the discretion of the inspector based on field/pole conditions and pole species. Refer to DRAWING 1 for a visual example of shell boring. Non-excavated poles will receive 1 shell boring in addition to the 45° boring. Excavated poles not excavated around the entire circumference, shall receive 1 shell boring in the non-excavated area.

3.6 Chipping: All poles that will be externally treated will have all loose and decayed wood removed from 18" below groundline to 6" above groundline. A quality chipping tool will be used for this procedure to obtain a smooth, clean removal of wood. External decay pockets will be shaved or chipped to remove decayed wood from the pole. Removed wood shall be removed from the hole and surrounding ground and disposed of properly. Care should be taken not to remove good wood as this will reduce the strength of the pole. The pole will be scraped using a check scraper or wire brush to remove dirt from treatment zone.

4.0 Evaluation:

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- 4.1 Determining Remaining Groundline Strength or Minimum Groundline Effective Circumference:** Measurements of the following decay and damage conditions shall be collected and input into a strength calculating program which will calculate the remaining strength of the pole: shell rot, exposed pockets, enclosed pockets, and mechanical damage.

Decay and damage measurements are entered with consideration for the orientation to the line of lead and the program models the resulting cross section. Multiple types of damage are combined within the calculations and the center of gravity of the pole cross section is adjusted accordingly.

The output is shown as the estimated Percent Remaining Strength. The traditional Groundline Effective Circumference will be reported as well. This is the circumference of a smaller, sound pole that approximates the bending capacity equivalent to the decayed pole's remaining strength. The strength calculating program will only display percentages of remaining strength for excavated poles and poles that are sound and bore inspected. An estimated Groundline Effective Circumference is the only reported value for poles which are not excavated or sound and bore inspected.

A "Reject Pole" is:

- Any excavated pole with a remaining strength of less than 67%.
- Any pole which does not receive a partial or full excavate inspection with decay that results in a reduction of remaining strength, regardless of the estimated remaining strength. Groundline remaining strength for non-excavated poles is estimated based on the limitations of the inspection method.

A "Priority Pole" is:

- A pole with an effective circumference of less than 50% of its original circumference and/or 13% or less remaining original strength and shall be reported to OWNER's representative as specified by OWNER in writing (**if OWNER opts to specify alternative criteria, it must be specified in writing to CONTRACTOR as specified in Section 1.7.5).**

- 4.2 Previously Restored Poles:** Poles previously restored with Osmo-C-Truss(es) or Osmo-C2-Truss(es) shall be evaluated just above the second lowest band and at the top of the truss as outlined in Section 4.3.

- Poles that do not meet the minimum shell requirements will be classified as rejects.
- Poles that meet the minimum shell requirements will be classified as serviceable poles and internally treated above ground according to Section 5.4.
- Loose, missing or severely corroded bands and seals will be noted.

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- 4.3 Determining Reinforceable Candidates:** When the initial inspection results in the rejection of a pole, the pole shall be marked for replacement or reinforcement. The following inspections shall be performed to determine if the pole is reinforceable.

4.3.1 Inspection Point 1: Groundline Pole Condition

- Poles exhibiting **shell rot** at or below groundline shall have a minimum remaining sound wood circumference of 33% or greater than the original groundline circumference and/or 4% remaining strength.
- Hollow poles and poles with internal decay shall maintain one-half inch (1/2") of average sound shell at or below groundline for single or double truss applications.

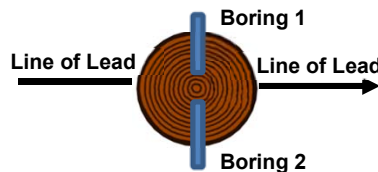
Note: All shell thickness requirements listed in Sections 4.3.2 and 4.3.3 are for poles up to and including 65' in length. For poles 70' and longer, all shell requirements shall be increased by 1" (3" at the lower band position for a single truss, or 2" for a double truss, and 5" at the top of the truss):

4.3.2 Inspection Point 2: Lower Band Pole Condition

- A **single truss** application requires two inches (2") or greater of average sound shell at fifteen inches (15") from groundline.
- A **double truss** application may have less than two inches (2") but requires greater than or equal to one inch (1") of average sound shell at fifteen inches (15") from groundline.

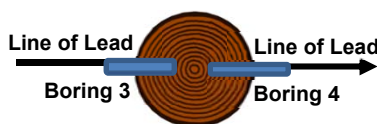
Procedure to determine lower band average sound shell:

- A. Drill two (2) 3/8" diameter holes at fifteen inches (15") above groundline perpendicular to the line of lead. Refer to Figure 3 for line of lead orientations for common line construction types.



- B. If the average sound shell from these 2 borings is two inches (2") or greater, proceed to **Inspection Point 3** below.
- C. If the average sound shell is less than two inches (2"), bore 2 additional holes in the line of lead. If the average of all 4 borings is two inches (2") or greater, proceed to **Inspection Point 3**.

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- D. If the average is still less than two inches (2") but greater than one inch (1"), the pole can be reinforced with double trusses, which combined, provide the desired strength. Proceed to **Inspection Point 3** below to determine double truss required height above groundline.
- E. If the average sound shell is less than one inch (1"), the pole may be deemed non-restorable or consult with Osmose engineering for alternative restoration methods.

4.3.3 Inspection Point 3: Top of Truss Pole Condition

- A **standard truss** requires an average sound shell of four inches (4") or greater at the installed height of the standard truss required, typically five feet (5').
- A **tall truss** requires four inches (4") or greater of average sound shell anywhere from six to eight feet (6'-8') above groundline.

Procedure to determine top of truss average sound shell:

- A. Drill two (2) 3/8" diameter holes at five feet (5') above groundline perpendicular to the line of lead.
- B. If the average sound shell from these two (2) borings is four inches (4") or greater, reinforce the pole with the appropriate truss or trusses as shown in Figure 4 or 5.
- C. If the average sound shell is less than four inches (4"), Drill two (2) 3/8" diameter holes at six or eight feet (6' or 8') above groundline perpendicular to the line of lead in order to find four inches (4") or greater of average sound shell.
- D. If the average sound shell from these two (2) borings is four inches (4") or greater, reinforce the pole with a truss with an installed height above groundline at least as tall as where 4" or greater of average sound shell is found.

Note: *In the instance where a pole would require double trussing due to average sound shell thickness at 15", but obstructions on the pole or a customer request would limit a restoration to only 1 truss, the pole can be checked for 2" of average sound shell at 26" and a single tall truss can be installed with lower banding installed at 26".*

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4.3.4 All inspection holes shall be plugged with tight-fitting treated wood dowels or plastic plugs.

5.0 Treatment:

5.1 General: All fully excavated poles (as defined in Section 3.3) which are serviceable shall be treated as specified in Section 5.2. All non-excavated poles (except as defined in Section 1.7.1), and certain excavated poles shall be treated with a fumigant treatment as specified in Section 5.3 (note reinforceable candidates cannot be treated with a fumigant treatment until after the pole has been reinforced). If internal decay is indicated, an appropriate solution shall be selected and applied (as specified in Section 5.4).

5.2 External Groundline Treatment: All poles which are fully excavated and serviceable are to be groundline treated with a preservative paste which shall be applied to the pole (a minimum of 1/16" thick) from 18" below groundline to 3" above groundline. Reinforceable candidates will be externally treated. The preservative paste shall be composed of the following ingredients:

MP500-EXT®	
Ingredients	Amount
Copper Carbonate (Metallic Copper Equivalent is 1%)	1.73%
Sodium Tetraborate Decahydrate	43.7%
Inert Ingredients	54.57%
Total	100.00%

Alternative materials will require prior approval from OWNER. Alternative materials will be applied at the maximum rate according to the product label. Long-term retention studies should be made available to assure results.

CONTRACTOR shall treat all exposed pockets and checks using a brush or trowel. Where obstructions occur (such as fences, curbs, and walls) the preservative shall be applied up to obstruction to insure complete coverage.

5.2.1 Wrapping of External Treatment: A polyethylene-backed kraft paper moisture barrier such as "OsmoShield™" is to be applied over the wood preservative. The moisture barrier shall cover preservative to a depth of 18" and extend 1" above the top of treatment zone, for a total of 22". It shall be of sufficient length to go around the pole with an overlap of approximately 4" and shall be stapled to the pole at the top and side seams of the barrier.

Pasture wrap shall also be used in areas of livestock; it will be stapled around the top edge of the moisture barrier to act as an additional protective barrier.

5.3 Fumigant Treatment: All serviceable poles (except as specified in Section 1.7.1 and

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Through-Bored Poles), will receive a fumigant treatment(s) based on the following criteria: all poles which cannot be excavated (i.e. poles in concrete, poles with risers, poles with phone drops, etc.), all poles which cannot be 75% excavated due to obstructions (i.e. curbs, pole keys, large roots, fences, etc.), and all poles where internal decay is present or suspected and/or poles where voids of less than ½" are present.

CONTRACTOR shall apply the fumigant treatment(s) to poles using the following treatment(s)/application method(s):

MITC-FUME® (Contains 97% Methylisothiocyanate)	
Pole Circumference (Inches)	Number of Holes Drilled
< 16"	MITC-FUME should not be applied to poles less than 16" in circumference due to inadequate cross section for required boring depth
16 to 28	Two holes 8" - 10" deep spaced 120° apart and 12" higher than the previously bored hole.
29 to 35	Three holes 14" deep spaced 120° apart and 6" to 8" higher than the previously bored hole.
36 to 49	Four holes 14" deep spaced 90° apart and 6" to 8" higher than the previously bored hole. .
50 to 59	Five holes 14" deep spaced 70° apart and 6" to 8" higher than the previously bored hole.
60 to 69	Six holes 14" deep spaced 60° apart and 4" to 6" higher than the previously bored hole.
70 to 79	Seven holes 14" deep, the first two at groundline 180° apart, and the remaining five spaced 60° apart and 4" to 6" higher than the previously bored hole).
80 to 90	Eight holes 14" deep, the first two at groundline 180° apart, and the remaining six spaced 50° apart and 4" to 6" higher than the previously bored hole.
Greater than 90	Nine holes 14" deep, the first two at groundline 180° apart, and the remaining seven spaced 45° apart and 4" to 6" higher than the previously bored hole.

CONTRACTOR's inspector shall bore 7/8" slanting holes to the specified depth, use impermeable gloves to insert one tube into each hole. Holes shall be plugged using tight-fitting treated wooden dowels or plastic plugs. For non-excavated poles, the first hole(s) are generally bored at groundline. For excavated poles, the first hole(s) may be bored below groundline.

5.4 Internal Treatment:

5.4.1 Internal Treatment: Internal treatment will be with the following solutions:

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Hollow Heart® CB Dilute Solution	
Ingredients	Amount
Copper Ethanolamine Complex (Equivalent to 2% Copper Metal)	5.84%
Disodium Octaborate Tetrahydrate	5.0%

Poles containing decay pockets of 1/2" or larger shall be treated by pumping the preservative into the cavity through a series of 3/8" diameter holes. If wood destroying insects are encountered in the pole, the pole will be sounded to locate the top of the insect gallery and enough holes drilled to thoroughly treat the wood and flood the galleries. The solution will be applied as a liquid at a minimum pressure of 40 PSI, or as a foam at a reduced pressure. Beginning with the lowest hole, the preservative will be pumped into the cavity until the material flows out of the next highest hole. This hole will then be plugged and additional preservative pumped into the cavity until the cavity is filled or a maximum of one gallon is used. Sufficient holes will be bored and preservative used to assure coverage of the decayed area. All holes will be plugged with tight-fitting treated wood dowels or plastic plugs.

- 5.4.2 Internal Treatment for Wood Destroying Insects:** At OWNER'S option, poles containing signs of wood destroying insects shall be treated with the following solution:

Hollow Heart® CB Plus Dilute Solution	
Ingredients	Amount
Copper Ethanolamine Complex (Equivalent to 2% Copper Metal)	5.84%
Disodium Octaborate Tetrahydrate	5.0%
Cypermethrin (Field Mixed with the Copper Ethanolamine Complex and Disodium Octaborate Tetrahydrate)	0.25%

Poles containing signs of wood destroying insects shall be treated by pumping the preservative(s) into the cavity through a series of 3/8" diameter holes. The solution will be applied as a liquid at a minimum pressure of 40 PSI, or as a foam at a reduced pressure. Beginning with the lowest hole, the preservative will be pumped into the cavity until the material flows out of the next highest hole. This hole will then be plugged and additional preservative pumped into the cavity until the cavity is filled or a maximum of one gallon is used. Sufficient holes will be bored and preservative used to assure coverage of the decayed area. All holes will be plugged with tight-fitting treated wood dowels or plastic plugs. The pole will be sounded to locate the top of the insect gallery and enough holes drilled to thoroughly treat the wood and flood the galleries.

6.0 Restoration of Work Site:

- 6.1 Back-Filling:** After excavation and/or treatment, all poles will be solidly back-filled. The first half of the excavation will be back-filled and tamped completely around the pole by

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walking on the replaced excavation; the second half will be back-filled and tamped completely around the pole. The excess earth should be banked up to a maximum of 3" above normal ground level to allow for settlement. In grass areas, the sod shall be carefully placed around the pole.

Rocks or stones should not be laid against the pole except where they serve to key the pole or where no other fill is available. Extreme care should be taken not to tear the moisture barrier while back-filling.

- 6.2 Clean-Up:** No debris, loose dirt, etc. is to be left in the pole area. Private property turf, including that between the curb and the sidewalk, bushes, plants, and shrubbery are to be replaced with care. If any preservative is released on the ground, it shall be immediately cleaned-up. All containers shall be disposed of in accordance with the product label.

- 7.0 Pole Marking (Tagging):** The work performed shall be marked with a weatherproof tag containing CONTRACTOR's name and the year of inspection in a fashion similar to the designations shown in the following drawings. The tagging scheme used by CONTRACTOR must be shown to OWNER's representative and approved before it is used.

Tags shall be supplied by CONTRACTOR and placed 5' to 6' above groundline on the roadside of the pole, below the utility pole identification marker. If inspecting or treating a pole that has previously been inspected or treated, the tag will be attached directly below the existing tag(s).

The following are illustrations of the various types of "tags" used and an explanation as to when they are used. It is important that the proper tag be used on every pole that is inspected.



This round tag represents an inspection via a full 18" excavation and treatment with an approved paste. The tag shows CONTRACTOR's name and the actual year the work is performed.

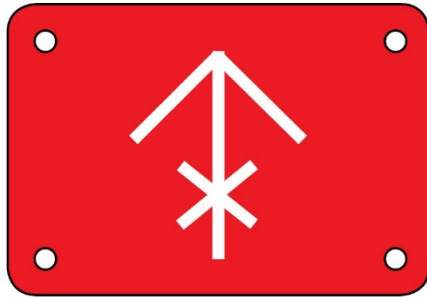


This oval tag is to be used whenever a sound and bore inspection takes place. The tag shows CONTRACTOR's name and the actual year the work is performed.

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EXHIBIT A

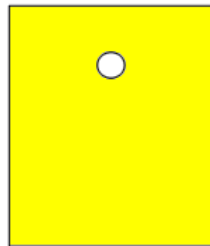
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND REMEDIAL TREATMENT SPECIFICATIONS



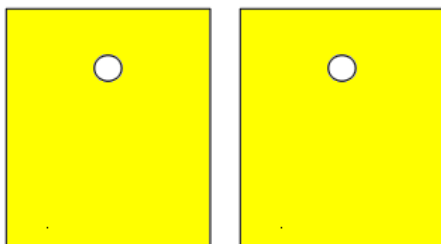
This tag is an example of a reject tag for a non-restorable reject. It is red with an arrow and is placed on the pole pointing in the direction of the defect or decay.



This tag is an example of a priority pole tag for a non-restorable reject. It is red with an "X" in a circle, superimposed over an arrow. The arrow points in the direction of the decay or defect.



One yellow reject tag is used to denote that the pole is a reinforceable reject.



Two yellow tags are used to denote a danger or priority pole that is reinforceable.

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This tag is used whenever internal treatment is injected into a pole. This tag will be used in conjunction with one or more of the above tags depending on the type of inspection performed.



This tag is an example of a fumigant treatment tag. This tag shall be used whenever MITC-FUME® is applied to a pole. This tag will be used in conjunction with one of the above tags depending on the type of inspection performed.

8.0 **Data Collection and Deliverable:**

- 8.1 Data Requirements:** OWNER desires to conduct a comprehensive pole inspection and maintenance program. OWNER must advise CONTRACTOR in writing of the type of data OWNER wants collected by CONTRACTOR. The data will be delivered within a geospatial software environment for viewing, searching, and reporting.

OWNER desires to improve the overall quality and completeness of pole inspection data as a secondary objective of the project. The combination of a data viewing tool together with improved data quality will help improve OWNER's ability to manage pole life cycle

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costs. The importance of the data-collection effort requires that it be performed professionally by experienced field personnel using technology that ensures delivery of high-quality data.

CONTRACTOR will provide appropriate hardware, software, and project management to ensure that OWNER receives data that meets its requirements for accuracy and completeness. At OWNER's request, CONTRACTOR can provide a demonstration of CONTRACTOR's data collection tools, processes, and a sample deliverable.

8.2 Data Specifications: A CONTRACTOR-supplied or OWNER-supplied landbase that is acceptable to CONTRACTOR will be deployed by CONTRACTOR electronically to the field. A unique identifier will be created for each pole. Each pole will be placed on the digital landbase using GPS and/or relative positioning.

8.3 Data Delivery: Data collected will be delivered online in a geospatial enabled web-based application that includes both map and attribute views of the data. The online application shall provide access to reports and data queries with support of user generated search functions. Poles must be able to be searched and sorted into groups based on their condition, their attributes, their attachments (when applicable), and highlighted in a map view.

The online application shall provide a landbase backdrop that includes aerial imagery capable of being viewed at various zoom levels. CONTRACTOR's geospatial online application will be compatible with industry standard web browsers such as Windows Internet Explorer 7.0 or 8.0, or Firefox 2.0 or later. All incremental data deliveries will be updated on the geospatial online application. CONTRACTOR shall host the data in the online application, but OWNER shall retain ownership of data (see Section 8.4 for information regarding data archiving).

The geospatial online application shall provide the capability to view and download reports in Adobe PDF format. Reports shall consist of pole detail, weekly, and year-to-date summaries. CONTRACTOR's web-based application must support the ability to view all invoices, in Adobe PDF format, with the ability to relate each individual pole record with the corresponding invoice.

Data export functionality shall include the ability to export to an ESRI Personal geodatabase, Microsoft Access, or a comma delimited (Excel Spreadsheet) file format. The geospatial online application shall support the printing of map views and, if applicable, viewing of digital images.

CONTRACTOR shall demonstrate how its online application provides OWNER with a calculated Percent Remaining Strength for poles with decay (where applicable).

8.4 Data Archiving: CONTRACTOR will host the geospatial online application for the duration of the pole inspection project and for a maximum of 90 days after the end of the calendar year in which the project was completed. Options for additional archiving shall be made

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available at an additional cost. OWNER shall retain ownership of all data. Use of the geospatial online application will be governed by CONTRACTOR's online hosting agreement.

9.0 CONTRACTOR Information:

9.1 CONTRACTOR's Policies: Documentation of CONTRACTOR's policies for conforming to EPA, OSHA, and DOT regulations can be provided upon request. Examples may include:

- Summary of CONTRACTOR's safety manual
- Summary of CONTRACTOR's pesticide training manual and test
- Summary of CONTRACTOR's standards for safe storage of preservatives on vehicles
- Labels and SDS for all preservatives to be used
- Operating policies for CONTRACTOR's personnel to handle preservatives and disposing of empty containers used for pole treatment
- Summary of OSHA regulations regarding PPE

9.2 Work Schedule: CONTRACTOR can also supply, upon request, a schedule outlining the number of crews proposed to complete work along with start dates and completion dates.

10.0 Invoicing: CONTRACTOR shall prepare and furnish OWNER with a detailed invoice of the number of billable items (as defined in the Contract Documents) for the covered period and the amount due. OWNER shall pay CONTRACTOR the amount due upon receipt of the invoice. A service charge of the lesser of one and one-half percent (1½%) per month or the highest amount legally permitted will be added to all accounts balances not paid within thirty (30) days.

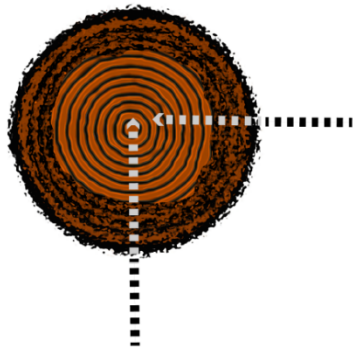
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IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND REMEDIAL TREATMENT SPECIFICATIONS

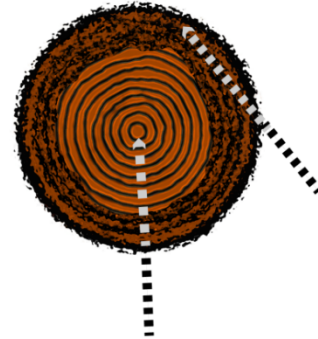
DRAWING I

Standard Boring Inspection

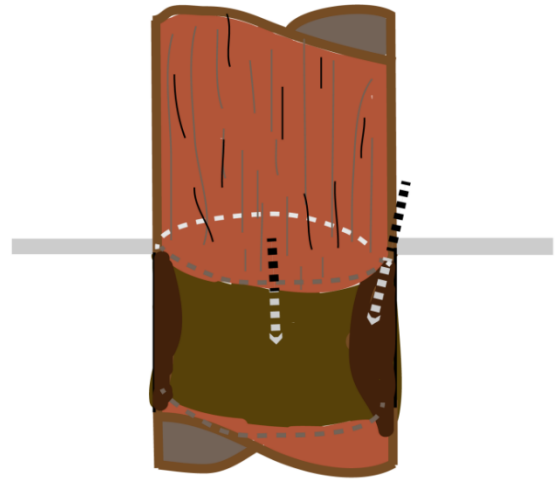
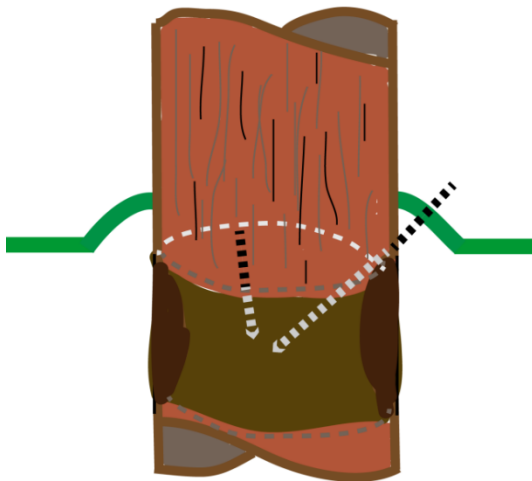


2 Borings to the center of the pole

Standard & Shell Boring Inspection



1 Boring to the center of the pole
1 Boring through the shell below GL



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EXHIBIT B

ADDITIONAL INFORMATION REGARDING CONTRACTOR'S POLE INSPECTION AND TREATMENT PROGRAMS RELATIVE TO BEST PRACTICES

Pole Owners should be aware that the present art of inspecting poles and equipment and the site where these items are typically located is not perfect, and there is no test equipment or methods to make it so. When evaluating wood poles, there are variables affecting wood quality and strength for which the Contractor has no control. These would include the species of timber involved, the effectiveness or lack of original treatment, soil and climate conditions, brash or brittle wood (including brash wood caused by soft rot which lacks the required strength, but is not always detectable by any known field methods), the insect activity, bird damage, or lightning damage occurring or resuming after the time of inspection. For these and similar reasons, perfection is not always possible, even with highly trained professional inspectors and electronic instrumentation.

When attempting to identify defective equipment in field conditions, there are also additional variables over which the Contractor has little or no influence. Some of these variables may include trees and other vegetation on utility right-of-ways continuing to grow after the inspection date, new attachments and lines being added to poles and old equipment being removed by power, telephone, and cable television personnel and line construction contractors, utility subscribers and others may build, alter, or demolish various structures, and roads and driveways are added or rerouted which violates clearance requirements and cable burial depths without the Pole Owner's or inspectors being notified. **The longer time passes after an inspection is performed, the less reliable the data on attachments, defective equipment and clearances become.**

Pole Owner acknowledges that the Contractor cannot in any way assume responsibility for damage or injuries caused by factors or variables outside of the Contractor's control.

More specific information follows which should be known by utility management and those who work on or near transmission, distribution and other outside plant facilities.

1.0 POLE INSPECTION METHODS

The primary methods for inspecting wood poles at the groundline follow, along with observations based on the experience of the Contractor in regard to their reliability. Some or all apply to any individual contract with the Pole Owner's instructions prevailing. The Pole Owner has determined the frequency and type of inspection and application of supplemental treatments and provides or approves specifications on how to classify deteriorated poles.

As a general rule, the more excavation that is done prior to inspection, the more accurate the inspection process at the groundline can be.

When evaluating a damaged pole, the inspector approximates the size, extent and nature of the damage. With the aid of the Pole Owner, the Contractor applies reject criteria and measuring devices and converts the loss of the pole's cross sectional area to an equivalent reduced circumference of sound wood. This is not an exact science, and conclusions about actual pole strength should not be based on effective circumference estimates alone. The Pole Owner needs to independently verify pole strength.

1.1 Visual and Sounding Inspection from Ground Level

This inspection method is intended to locate severe above ground defects which can be seen from ground level with the naked eye and poles that are severely decayed from the groundline to 5' above groundline.

Osmose Utilities Services, Inc.

EXHIBIT B

ADDITIONAL INFORMATION REGARDING CONTRACTOR'S POLE INSPECTION AND TREATMENT PROGRAMS RELATIVE TO BEST PRACTICES

This inspection method can miss poles without sufficient strength to meet the National Electric Safety Code ("NESC"), the General Order No. 95 ("GO 95"), or other mandated overload capacity requirements, and there is the possibility of missing those poles with insufficient strength to support the current loading. Most poles with exterior and/or interior decay below groundline will not be identified. Used in conjunction with visual inspection, historical data shows approximately 15% to 25% of reject and priority poles will be found.

1.2 Electronic Inspection Devices

This method utilizes electronic equipment, some of which primarily measure speed of sound waves from one point on the outside of a pole to another point on the opposite side of a pole in one narrow plane. Other devices measure hardness, moisture content or the frequency of a sonic sound wave. Based on information gathered during follow-up inspections of many thousands of poles in different geographic areas by the more thorough excavation method described in Section 1.5 below, it is the experience of the Contractor that the sonic method is not as accurate as the Sound and Bore method described next. Used in conjunction with visual inspection, historical data shows approximately 40% to 50% of the reject and priority poles will be found. This inspection method should be repeated at least yearly.

1.3 Sound and Bore

Without excavation, this method involves utilizing a sounding hammer around the pole from ground level to about 8' above, followed by one or more borings at the groundline or other area noted to be suspicious by sounding. It is specified by the Pole Owner for poles set in pavement where excavation is impractical. It can miss poles without sufficient strength to meet the NESC, GO 95, or other mandated overload capacity requirements, and there is the possibility of missing those poles with insufficient strength to support the current loading. This is particularly true when the decayed area is below ground level or if the inspector's tools do not contact hidden, damaged areas. Used in conjunction with visual inspection, historical data shows approximately 50% to 60% of reject and priority poles will be found. This inspection procedure should be performed at least yearly.

1.4 Partial Excavation Plus Sound and Bore

The primary options specified by Pole Owners in this category are:

- I. Pushing the soil away from the pole to a depth of 4" to 6" at two or three locations prior to observing, sounding, and making one or more borings.
- II. Removing soil to a depth of 6" at one or more points or around the entire perimeter prior to observing, sounding, and making one or more borings.
- III. Excavating to a depth of 18" on one side of a pole prior to observing, sounding, and making one or more borings.

Osmose Utilities Services, Inc.

EXHIBIT B

ADDITIONAL INFORMATION REGARDING CONTRACTOR'S POLE INSPECTION AND TREATMENT PROGRAMS RELATIVE TO BEST PRACTICES

The above partial excavation procedures can be expected to identify many but not all inspected poles with decay below ground or other condition causing a reduction in the required strength at the groundline. Used in conjunction with visual inspection plus a sound and bore, historical data shows that approximately 80% to 90% of reject and priority poles will be found with a 2 sided partial excavation or a one sided 18" deep excavation, and 70% to 80% of reject and priority poles will be found with a one sided 4" to 6" deep partial excavate. This inspection procedure should be repeated every three to five years, depending upon the decay hazard zone where the poles are located.

Excavating around poles may lead to an important shortcoming, unless supplemental treatments are specified by the Pole Owner. The addition of air and moisture to the new backfill may set up conditions more favorable to decay than if no excavation had occurred. Therefore, a supplemental pole treatment is recommended; otherwise, re-inspection cycles must be shortened.

If decay is found at the groundline or suspected during any of the above three procedures, excavation to at least 18" all the way around the pole is highly recommended. The pole can then be judged more accurately and be classified as sound and treated or recommended for replacement or strength restoration.

1.5 18" to 24" Excavation Plus Sound and Bore and Plus Supplemental Treatment

This inspection procedure constitutes the most thorough method known, but is nevertheless not perfect because of the variables previously discussed and because obstructions such as rock, adjacent buildings, sidewalks, keys, roots, risers, deep decay, underground cables, and other obstacles sometimes prevent "full" excavation and/or treatment with respect to depth, circumference, or both. Typically, once the excavation is made to improve inspection accuracy, the procedure also includes remedial preservative applications. Remedial preservatives help prolong pole life and avoid the problems resulting from soil disturbance described above. Otherwise, re-inspection cycles must be shortened. Used in conjunction with visual inspection, historical data shows approximately 98% of reject and priority poles will be found. This inspection procedure should be repeated every six to 10 years depending on the decay hazard zone where the poles are located.

2.0 USING ELECTRONIC DEVICES

All inspection methods may be augmented or replaced by the use of electronic devices if specified by the Pole Owner. The Shigometer® is one such device. It measures the pole's relative conductivity, which provides information on the presence of decay activity before the wood shows signs of physical breakdown. Another instrument attempts to predict the strength of individual poles based on the characteristics of sound waves. It does not identify the cause of reduced pole strength such as the presence of decay. However, it may provide an indication of low strength resulting from the inherent variability of new pole strength. All of these devices have limitations and will not detect all reject and priority poles.

Osmose Utilities Services, Inc.**EXHIBIT B****ADDITIONAL INFORMATION REGARDING CONTRACTOR'S POLE
INSPECTION AND TREATMENT PROGRAMS RELATIVE TO BEST PRACTICES****3.0 POLE TREATMENT**

The nature and extent of supplemental treatment work has been specified by the Pole Owner. A certain number of treated poles will barely meet the Pole Owner's specifications for treatment, rather than rejection. Most of these poles, after treatment, will provide some satisfactory continuing service, but the Pole Owner should be aware that a small percentage of poles will fall below strength requirements prior to the next recommended inspection cycle. These poles are in addition to the reject and priority poles not found during the inspection.

4.0 LINEMEN SAFETY CONSIDERATIONS

Linemen must inspect all poles to their satisfaction prior to climbing, whether or not such poles have been inspected by a third party contractor. An inspection and/or treatment tag on a pole is not a guarantee the pole is safe to climb. The Pole Owner should inform linemen that the inspection tag only means the pole was inspected in the stated year in accordance with the contract specifications. It is neither an expressed nor implied warranty that the pole meets NESC, GO 95, or any other standard. Linemen must also practice all other safety procedures when climbing poles and changing out or adding equipment or lines or cutting lines, all of which may create an unbalanced load. An unbalanced load may cause sound poles to fail. The Contractor's inspection is limited and most applicable to the groundline and does not indicate whether a pole is suitable to be climbed by a lineman.

Shigometer is a registered trademark of Osmose, Inc.

Table 3. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, special aggregate indexes, February 2020

[1982-84=100, unless otherwise noted]

Special aggregate indexes	Relative importance Jan. 2020	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Feb. 2019	Jan. 2020	Feb. 2020	Feb. 2019-Feb. 2020	Jan. 2020-Feb. 2020	Nov. 2019-Dec. 2019	Dec. 2019-Jan. 2020	Jan. 2020-Feb. 2020
All items less food.....	86.217	252.077	257.476	258.165	2.4	0.3	0.3	0.1	0.0
All items less shelter.....	66.838	231.792	235.553	236.084	1.9	0.2	0.3	0.0	0.0
All items less food and shelter.....	53.056	225.199	228.926	229.390	1.9	0.2	0.3	0.0	-0.1
All items less food, shelter, and energy.....	46.374	231.788	234.373	235.659	1.7	0.5	0.1	0.2	0.2
All items less food, shelter, energy, and used cars and trucks.....	43.870	237.480	240.588	241.844	1.8	0.5	0.1	0.2	0.1
All items less medical care.....	91.159	241.335	245.789	246.445	2.1	0.3	0.2	0.1	0.1
All items less energy.....	93.318	259.817	264.540	265.734	2.3	0.5	0.1	0.2	0.2
Commodities.....	37.497	183.001	185.055	185.331	1.3	0.1	0.4	-0.2	-0.1
Commodities less food, energy, and used cars and trucks.....	17.642	145.854	145.098	146.126	0.2	0.7	0.0	0.1	0.1
Commodities less food.....	23.714	150.341	151.711	151.792	1.0	0.1	0.5	-0.4	-0.4
Commodities less food and beverages.....	22.690	146.883	148.253	148.304	1.0	0.0	0.5	-0.4	-0.4
Services.....	62.503	321.623	329.987	331.139	3.0	0.3	0.2	0.4	0.2
Services less rent of shelter ¹	29.710	340.062	347.578	348.701	2.5	0.3	0.1	0.2	0.2
Services less medical care services.....	55.293	305.981	313.118	314.141	2.7	0.3	0.1	0.3	0.2
Durables.....	10.658	105.042	103.896	104.421	-0.6	0.5	-0.2	-0.4	0.2
Nondurables.....	26.838	222.655	226.998	227.015	2.0	0.0	0.6	-0.2	-0.1
Nondurables less food.....	13.056	193.659	198.307	197.680	2.1	-0.3	1.1	-0.5	-0.6
Nondurables less food and beverages.....	12.032	190.018	194.871	194.122	2.2	-0.4	1.2	-0.6	-0.6
Nondurables less food, beverages, and apparel.....	9.192	234.377	245.172	241.692	3.1	-1.4	1.4	-1.0	-0.9
Nondurables less food and apparel.....	10.216	234.854	244.762	241.755	2.9	-1.2	1.3	-0.9	-0.7
Housing.....	42.137	263.057	269.468	270.281	2.7	0.3	0.1	0.3	0.2
Education and communication ²	6.758	137.168	139.132	139.256	1.5	0.1	0.1	0.3	0.1
Education ²	3.022	263.620	268.841	269.360	2.2	0.2	0.1	0.3	0.3
Communication ²	3.736	73.097	73.790	73.793	1.0	0.0	0.0	0.2	0.0
Information and information processing ²	3.627	69.100	69.749	69.693	0.9	-0.1	0.0	0.2	0.0
Information technology, hardware and services ³	1.325	7.436	7.375	7.375	-0.8	0.0	-0.3	0.1	0.2
Recreation ²	5.819	120.306	121.986	122.067	1.5	0.1	0.1	0.3	-0.3
Video and audio ²	1.516	105.000	105.680	106.034	1.0	0.3	0.5	0.3	-0.6
Pets, pet products and services ²	1.199	176.081	180.442	180.819	2.7	0.2	0.4	0.1	0.1
Photography ²	0.070	73.073	73.348	75.996	4.0	3.6	-0.7	0.9	3.6
Food and beverages.....	14.807	256.997	260.638	261.487	1.7	0.3	0.2	0.2	0.4
Domestically produced farm food.....	6.334	249.510	250.763	251.833	0.9	0.4	0.0	0.1	0.4
Other services.....	11.678	356.916	364.536	364.767	2.2	0.1	0.3	0.4	0.0
Apparel less footwear.....	2.168	118.417	112.770	116.710	-1.4	3.5	0.1	0.5	0.5
Fuels and utilities.....	4.367	241.549	243.739	242.951	0.6	-0.3	-0.1	0.4	-0.3
Household energy.....	3.282	199.581	200.219	199.117	-0.2	-0.6	-0.1	0.5	-0.6
Medical care.....	8.841	491.227	512.149	513.923	4.6	0.3	0.5	0.2	0.1
Transportation.....	15.663	204.236	208.284	207.772	1.7	-0.2	0.7	-0.6	-0.5
Private transportation.....	14.386	199.920	204.277	203.291	1.7	-0.5	0.8	-0.7	-0.6
New and used motor vehicles ²	7.249	99.491	98.491	99.028	-0.5	0.5	-0.2	-0.4	0.2
Utilities and public transportation.....	8.938	216.505	219.206	219.886	1.6	0.3	-0.2	0.2	0.2
Household furnishings and operations.....	4.608	123.750	124.151	124.636	0.7	0.4	-0.2	-0.1	0.1
Other goods and services.....	3.135	448.150	458.336	460.144	2.7	0.4	-0.1	0.6	0.4
Personal care.....	2.549	233.515	237.024	237.978	1.9	0.4	-0.2	0.7	0.4

¹ Indexes on a December 1982=100 base.² Indexes on a December 1997=100 base.³ Indexes on a December 1988=100 base.

Attachment: 20-35 Osmose Agreement Final (11922 : Osmose Pole Inspection and Treatment Agreement)



RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve a five year agreement with Osmose Utilities Services, Inc. in an amount not to exceed \$315,000 and authorize the Mayor and the City Clerk to execute the agreement.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 19th day of May, 2020.

President

Secretary

FOR BOARD ACTION

Agenda Item # (ID # 11925)

Meeting Date: 5/19/2020

SUBJECT: Minnesota Energy Resources Pole Attachment Agreement

PREPARED BY: Mona Hoeft

ITEM DESCRIPTION:

Earlier this year, MERC (Minnesota Energy Resources Corporation) approached RPU and requested to attach antennas onto RPU-owned poles. MERC plans to utilize these antennas as part of the AMI (Automatic Metering Infrastructure) system. Initially staff intended to use the existing board-approved Master Small Cell Agreement since the equipment was closely related to this infrastructure. Recently, staff learned that MERC's request is unrelated to any existing small cell or pole attachment rules, resulting in a completely separate agreement negotiated between the parties without setting any precedent, which is being presented today.

Research was gathered and compiled and a discussion ensued amongst the executive team, resulting in an offer and acceptance by MERC for an agreement with the following fees:

Annual fees: \$175 per pole;

Metering: RPU prefers metered service but will be considering unmetered with the fixed charge and estimated usage energy charge as specified in the unmetered device rate schedule added to the annual fee;

Annual Escalator: 2% (applies to annual fees);

Permit Review Fees: \$200 plus \$50/pole up to 200 poles per permit. These fees are for engineering review and installation monitoring;

Admin Fee: \$200 one-time. This covers the time to prepare and manage the agreement; and

Make ready: same calculation used in other installations,

MERC will have access to wood or metal street light poles or wood distribution poles with no primary wires. The form of agreement proposed mirrors that of the Master Small Cell Agreement approved by the board in 2019, modified to meet this installation.

There wasn't enough time between board meetings to finalize the agreement, so staff is seeking to have the board delegate contract negotiations with MERC to the General Manager and City Attorney. This action is necessary based on MERC's desire to continue to move the project forward without further delays.

UTILITY BOARD ACTION REQUESTED:

Approve a resolution delegating the General Manager and City Attorney to continue negotiations with MERC on a final agreement and authorize the Mayor and City Clerk to execute the agreement upon acceptance.

Collocation—MERC Pole Attachment Agreement

This ~~Collocation—~~Pole Attachment Agreement (the “Agreement”) made this _____ between the City of Rochester, Minnesota, acting by and through its Public Utility Board (“RPU”), with its principal office located at 4000 East River Road NE, Rochester MN 55906, and Minnesota Energy Resources (“MERC”) with its principal offices at 2685 145th St W, Rosemount MN 55068. RPU and MERC are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

RECITALS

WHEREAS, this Agreement shall apply to the attachment of Advanced Metering Infrastructure (AMI) equipment (as hereinafter defined) located within the City of Rochester, Minnesota; and

WHEREAS, RPU owns or controls certain distribution, utility and, light poles (“Poles”), in the public rights-of-way (“ROW”), that may or may not be designed to support the AMI equipment; and

WHEREAS, MERC acknowledges its obligations to comply with all applicable City of Rochester, Minnesota, (“City”) Ordinances, and Land Development Manual, and such other ordinances and rules that the City or RPU may amend and adopt in the future; and

WHEREAS, RPU and MERC desire to enter into this Agreement to define the general terms and conditions of attachment on its poles, and MERC’s desire to install, maintain and operate AMI equipment on RPU’s Poles; and

WHEREAS, this Agreement is not exclusive and RPU reserves the right to grant permission to other eligible and qualified entities to collocate on RPU’s Poles.

NOW THEREFORE, in consideration of the grant of permits to attach to RPU's Poles, and the mutual covenants contained herein, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

1. Municipal Property Subject to License.

a. Poles and Property. Pursuant to all of the terms and conditions of this Agreement and all applicable standards, RPU agrees to License to MERC certain space described in Exhibit A (RPU’s Poles, personal property, and immediate surrounding public right-of-way are hereinafter sometimes collectively referred to as the “Property”), for the installation, operation and maintenance of MERC’s AMI equipment; together with the non-exclusive right of access, subject to City of Rochester Ordinance, seven (7) days a week, twenty four (24) hours a day, over and through the Property to and from the Premises (as hereinafter defined).

b. Premises. The space licensed by RPU to MERC described herein is hereinafter collectively referred to as the “**Premises.**” The Premises may include, only with specific advance approval in writing, space on the Poles sufficient for the installation, operation and maintenance of antennas and other equipment used in an AMI installation as described herein or in Exhibit A.

c. Advanced Metering Infrastructure. Advanced metering infrastructure (AMI) is an integrated system of smart meters, communications networks, and data management systems that enables two-way communication between MERC and their customers.

d. Ownership of Poles. All Poles used by MERC under this Agreement, including any Replacement Pole installed by MERC, shall remain and/or become the property of RPU, and any cost and/or expense incurred by MERC for changes to existing Poles, conduits, conductor pull boxes, facilities, and appurtenances or related equipment, or installation of any Replacement Poles or New Poles, conduits, conductor pull boxes, facilities, or appurtenances or related equipment, under this Agreement shall not entitle MERC to ownership of said Poles, conduits, conductor pull boxes or facilities or appurtenances or related equipment.

e. Condition of Property. RPU makes no promise of fitness and shall deliver the Premises to MERC in an “as-is, with all faults” condition to MERC.

f. No Real Property Interest Granted. This Agreement does not create a lease, possessory interest, easement, franchise, or any other real property interest in any part of the Premises.

g. Reservation of Right. If RPU determines that MERC’s proposed use is contrary to generally applicable and reasonable health, safety, and welfare regulations, RPU reserves the right, in its sole discretion, to exclude any of RPU’s Poles, conduits, conductor pull boxes, appurtenances, and/or RPU’s Property from use by MERC.

2. MERC’s Use.

a. Primary Use of Poles. The primary use and purpose of the Poles and RPU’s Property, inclusive of the Premises, is to provide for electricity, street lighting and the health, safety and welfare of the citizens of RPU and the general public. RPU’s operations and use of the Poles and RPU’s Property for RPU’s communications use take priority over MERC’s use thereof.

b. Priority of Poles. MERC agrees that the following priorities of use, in descending order, shall apply in the event of interference with RPU’s communications use for emergency public safety needs, Premises repair or reconditioning, or other conflict while this Agreement is in effect, and MERC’s use shall be subordinate accordingly:

- (1) RPU’s use;
- (2) Public safety agencies, including law enforcement, fire, and ambulance services ~~that are not related to RPU~~;
- (3) Other governmental agencies where use is not related to public safety;
- (4) Pre-existing Licensee’s (if any);

(5) MERC's Permitted Use.

c. Public Threat. In the event there poses an immediate threat of substantial harm or damage to the health, safety and welfare of the public and/or Property/Premises, as solely determined by RPU (**"Public Threat"**), RPU may take any and all actions that are required to address such Public Threat provided that promptly after such actions that affect the Premises, and in no event later than seventy-two (72) hours after such actions, RPU gives written notice to MERC of RPU's emergency actions. If RPU determines that the conditions of a Public Threat would be benefited by cessation of MERC's operations of the applicable AMI equipment, MERC shall immediately cease its operations on the Premises upon notice from RPU.

d. Permitted Uses. Subject to the terms, covenants and conditions of this Agreement, MERC's AMI equipment may be used solely for the following purposes: (i) the transmission and reception of AMI signals between MERC and their customers, (**"MERC's AMI Services"**); and (ii) for the purpose of installing, repairing, maintaining, removing and operating MERC's AMI equipment in accordance with this Agreement and in accordance with the transmission and reception of signals authorized for use by MERC by the FCC (**"Permitted Uses"**). The use of RPU's Poles, and/or RPU's Property by MERC is non-exclusive, and RPU reserves the right to allow RPU's Poles and Property to be used by others, provided they do not interfere with MERC's use of AMI equipment.

e. Non-Exclusive Use. MERC shall have the non-exclusive right, at its sole cost and expense, to use each Premises, as identified in Exhibit A, for the purpose of constructing, installing, maintaining, repairing and operating MERC's AMI equipment consistent with the terms of this Agreement.

3. Application for License

a. License Application. Before MERC shall use any of RPU's Premises under this Agreement, MERC shall submit an application in the form attached hereto as **Exhibit B** (**"Application"**) and shall comply with all the terms, covenants and conditions of this Agreement, including the requirements as described in the latest version of **RPU's Construction Criteria**, current version attached hereto as **Exhibit C**.

b. Construction Plans. With each Application, MERC shall furnish RPU detailed Construction Plans and Specifications for each individual Premises (**"Plans"**), together with necessary maps, indicating specifically the Poles proposed to be used for MERC's AMI equipment, including any existing Poles to be replaced (**"Replacement Pole"**), and any new installations for **utility transmission** conduit, pull boxes, and appurtenances. MERC shall provide RPU with one (1) set of the Plans consisting of the following:

- (i) For the initial installation of the applicable AMI equipment and for any and all subsequent revisions and/or modifications thereof, or additions thereto;
- (ii) GIS, Line or CAD drawings showing the location and materials of the planned installations of the applicable AMI equipment and a Professional (Licensed) Engineer's estimate of all materials and construction methods;

- (iii) Diagrams, shop drawings and pictures of the applicable equipment;
- (iv) A complete and detailed inventory of all of antennas, cable and other equipment and personal property to be installed on the Premises;

All Plans shall be easily readable and subject to the written approval by RPU prior to installation. Should the Plans need to be revised based on the comments provided by RPU and/or RPU's structural engineer, no construction shall commence until final approval has been granted by RPU. The Plans shall have affixed to them the signature of MERC's Professional Engineer who shall be duly licensed in the State of Minnesota.

c. Wireline Permitting Requirements. In the event any backhaul fiber, electrical facilities or other cable or fiber/wire facilities in the public rights-of-way are necessary to operate MERC's AMI equipment, MERC shall obtain the necessary permits and otherwise comply with all applicable local law. Notwithstanding the above, all backhaul fiber, electrical facilities, or other cable or fiber/wire facilities in the public rights-of-way necessary for MERC's operation shall, to the extent practical, be installed underground by use of direction boring or within the applicable Pole.

d. Engineering Study. MERC must, at the time of Application and at any future time as requested by RPU, obtain and submit to RPU a structural engineering study carried out by a qualified structural engineer, showing that the Pole or Poles are able to support MERC's equipment ("Structural Study"). Said Structural Study must be signed by a Professional Engineer licensed in Minnesota. If the Structural Study finds that any Pole is inadequate to support MERC's proposed loads, Application shall be denied.

e. Make-Ready Costs. MERC shall be responsible for RPU's reasonable make ready costs associated with any Replacement Pole in the event an installation would require replacement, based upon RPU's engineering requirements. These costs are due in advance of construction and shall include engineering, materials, labor and overheads.

4. Installation of MERC's AMI equipment.

a. Construction Scheduling. At least ten (10) business days prior to MERC's construction mobilization for installation, MERC shall conduct a meeting ("Pre-Construction Meeting") with RPU and all applicable contractors on the Premises or other location as agreed upon and at a minimum the meeting shall be attended by a representative of RPU and MERC's contractors and all of the parties involved in the installation.

b. Qualified Contractor. All installations require the use of qualified contractors meeting the xxxx standard. RPU will perform antenna installations on distribution poles above the communication space at MERC's expense.

b. Construction Inspection. All construction activity shall be subject to inspection and approval by RPU's Construction Engineer. Inspection may be performed at any time during the course of the construction activity reasonably determined by RPU. Construction work performed without approval of RPU will not be accepted and shall be removed or uninstalled by MERC, at

MERC's sole expense within 30 days written notice by RPU of such violation. **MERC shall be responsible for all reasonable costs associated with unauthorized attachments.**

c. Construction Timeframe. All construction activity must be completed as shown on the approved Application, including all attachments, within one (1) year of the Notice to Proceed. Failure to install within one year will result in termination of the Application and MERC shall not be entitled to any refund.

d. Exposed MERC's AMI equipment. All of MERC's AMI equipment that is to be affixed to a Pole which has exterior exposure shall be as close to the color of the Pole as is commercially available to MERC. For exposed cables, wires or appurtenances, RPU reserves the right to require MERC to provide cables, wires or appurtenances in manufactured colors which are commercially available, in lieu of painting.

e. Damage by MERC of Pole and/or Property. Any damage to the Premises or the Property, or any other of RPU's Poles, structures or equipment, caused by MERC in any manner shall be repaired or replaced at MERC's sole cost and expense and to RPU's satisfaction within thirty (30) days of written notice by RPU setting forth the required repairs. RPU may elect to make repairs or replacements at MERC's sole expense.

f. As-Built Drawings. Within thirty (30) days after construction MERC shall provide RPU with an "As-Built" drawing in electronic file format compatible with RPU's file system, which shall show the actual location of all MERC's equipment. Said drawings shall be accompanied by a complete and detailed site survey of the Property and an inventory of all MERC's Facility equipment.

g. Permits for Installation. MERC is required to obtain from RPU, or any other applicable governing agency, any and all permits required for a complete installation of MERC's equipment or any utilities necessary at MERC's sole cost and expense. Applicable fees for any permits shall be borne by MERC and MERC shall be bound by the requirements of said permits.

5. Maintenance and Relocation

a. RPU's Reservation. RPU reserves the right to take any action it deems necessary, in its sole and reasonable discretion, to repair, maintain, alter, or improve the Property in connection with RPU's Operations.

b. Reconditioning Work.

- i. From time to time, RPU paints, reconditions, or otherwise improves or repairs the Premises in a substantial way ("**Reconditioning Work**"). RPU shall reasonably cooperate with MERC to carry out Reconditioning Work activities in a manner that minimizes interference with MERC's Permitted Use.
- ii. Except in cases of emergency, prior to commencing Reconditioning Work, RPU shall provide MERC with not less than 30 days prior written notice

thereof. Upon receiving such notice, it shall be the sole responsibility of MERC to provide adequate measures to cover or otherwise protect MERC's equipment from the consequences of such activities, including but not limited to paint and debris fallout. RPU reserves the right, when reasonably necessary, to require MERC to remove all equipment from the Premises during Reconditioning work.

- iii. During RPU's Reconditioning Work, MERC may maintain a temporary facility on the Property or, after approval by RPU, on any land owned or controlled by RPU in the immediate area of the Property. If site will not accommodate the temporary facility, it shall be MERC's responsibility to locate auxiliary sites.
- iv. MERC may request a modification of RPU's procedures for carrying out Reconditioning Work in order to reduce the interference with MERC's Approved Use. If RPU agrees to the modification, MERC shall be responsible for all incremental cost related to the modification.

c. Replacement Work. If the Poles need to be replaced ("**Replacement Work**"), RPU shall provide MERC with at least thirty (30) days' written notice to remove its equipment. RPU shall also promptly notify MERC when the Poles have been replaced and MERC may re-install its equipment. MERC's reinstallation shall be complete within 60 days of said notice. During RPU's Replacement Work, MERC may maintain a temporary facility on the Property, or after approval by RPU, on any land owned or controlled by RPU in the vicinity of the Property. If the Property will not accommodate MERC's temporary facility or if the Parties cannot agree on a temporary location, MERC, at its sole option, shall have the right to terminate any **Premise** upon thirty (30) days written notice to RPU.

d. Repair Work. If the Poles need to be repaired due to damage ("**Repair Work**"), RPU shall notify MERC to remove its equipment as soon as possible. In the event of an emergency, RPU shall contact MERC by telephone at [REDACTED] within 24 hours after removal of MERC's Equipment. Once the Poles have been replaced or repaired, RPU will promptly notify MERC it can reinstall its equipment, such reinstallation to be completed within 60 days. During RPU's Repair Work, MERC may maintain a temporary facility on the Property, or after approval by RPU, on any land owned or controlled by RPU in the vicinity of the Property. All cost associated with any Repair Work shall be the sole responsibility of MERC, except to the extent caused by third parties or RPU.

e. Relocation. Nothing in this Agreement shall be construed to prevent City or RPU from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any Poles, water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

- i. **Relocation for the City or RPU.** MERC shall promptly and at its own expense, permanently remove and relocate, protect, support, temporarily

disconnect, any property located in the public right-of-way in connection with: (1) a present or future RPU use of the public right-of-way for a public project; **including relocating its aerial system underground**; (2) the public health or safety; or (3) the safety and convenience of travel over the right-of-way. If MERC fails to permanently remove, and relocate and protect, support, temporarily disconnect, relocate, or remove any of its property as duly requested by RPU within a reasonable period of time, RPU may perform such requested action or actions, and MERC shall promptly reimburse RPU its actual costs thereof.

- ii. **Relocation for a Third Party.** MERC shall, on the request of any Person holding a lawful permit issued by the City, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of MERC, provided that the expense of such is paid by any such Person benefiting from the relocation and MERC is given reasonable advance written notice to prepare for such changes. MERC may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than ninety (90) Days for a permanent relocation.

f. Maintenance by MERC. MERC shall, at its own cost and expense, maintain their equipment in good and safe condition, and in compliance with applicable fire, health, building, the National Electrical Code, National Electrical Safety Code and other life safety codes.

g. Alterations or Modifications by MERC. MERC may not add, change, modify or alter any of MERC’s equipment from that set forth and/or shown on the applicable Plan or as then currently constructed, without the prior written approval of RPU, which approval shall not be unreasonably withheld, conditioned or delayed. MERC agrees to reimburse RPU for all reasonable costs incurred by RPU in connection with any alteration, modification, or addition to, MERC’s equipment pursuant to this paragraph, including but not limited to plan review, structural review, site meetings, inspection time, and as-built updating because of MERC’s changes, and fees for drafting and and/or reviewing documents.

6. **Electrical.**

~~MERC may furnish and install an electric meter pedestal, of a design and in a location approved by the RPU, for the measurement of electrical power used by MERC’s Small Wireless Facility. MERC shall be responsible for the RPU’s cost to install the meter.~~

~~In the event that eFor purposes of electrical metered services are not separately metered, RPU will calculate projected annual electrical usage based on proposed equipment and that amount shall be added to the rent, due under each Supplement, pro-rated for Supplements with Commencement Dates other than January 1. The amount of any such annual fee shall be set forth in each Supplement. RPU shall make an adjustment to the electrical reimbursement under the Supplement charges at any point during the term of the Supplement, as long as reasonable~~

advance notice is provided to MERC containing a breakdown of the added actual cost of electrical service (above the current amount paid) resulting from the electrical service that is being provided by RPU.

~~MERC may be permitted at any time during the Term (as defined herein) of each Supplement, to install, maintain, and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, along with all reasonably related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by RPU.~~

7. Term and Fees.

a. Term. This Agreement shall be for a term of 10 years commencing on _____, 20XX (“**Commencement Date**”), and shall expire _____, 20XX (“**Initial Term**”).

b. Attachment Fee. The initial Attachment Fee shall be paid within 30 days following approval of the License. The annual Attachment Fee, per Premises, shall be \$175 (“Attachment Fee”), due in advance, on or before January 1. Attachment Fee shall not be pro-rated. Commencing January 1, 2021, and on January 1st of each subsequent year, the fee shall be increased by 2%.

c. Late Payment. Fees for late payment will be calculated based on RPU approved policy at the time of the late payment.

d. Administrative Fee. MERC shall pay to RPU a \$200 nonrefundable one time Administrative Fee to cover RPU’s ordinary processing and other administrative costs of this Agreement, which shall be paid within 30 days of execution of this Agreement.

e. License Review Fee. MERC shall pay to RPU a nonrefundable License Review Fee of \$200 plus \$50 per pole with a maximum 200 poles per application to cover RPU’s costs to review and administer each License, which shall be paid upon submission of each Application. RPU will not be obligated to begin its review of any Application until the License Review Fee is paid.

8. **Renewal.**

This Agreement may be extended for one (1) additional five (5) year term by giving written notice of the intent to extend at least ninety (90) days prior to the end of the then current term. All extensions, regardless of effective date will terminate at the end of the Initial Term of this Agreement unless a renewal agreement is executed by both parties. The initial term and all extensions shall be collectively referred to herein as the “Term.”

b. Renewal. If MERC desires to renew this Agreement for an additional term, it shall, not less than one hundred eighty (180) days before expiration of the Initial Term of this Agreement, give written notice to RPU requesting renewal. MERC and RPU agree to negotiate in good faith terms acceptable to both Parties for the renewal of this Agreement. Nothing in this Agreement is intended to or does create a legally binding obligation on either Party to renew this Agreement or

to reach definitive renewal terms. Each Party acknowledges that if negotiations do not result in definitive renewal terms, then no renewal term is granted and neither Party is entitled to any compensation from the other Party for any reason connected with the negotiations or their termination.

9. Governmental Approvals. MERC shall use the Premises for the purpose of constructing, maintaining, repairing and operating AMI equipment and uses incidental thereto. MERC shall have the right, without any increase in rent, to replace, repair with like materials, or otherwise reasonably modify its, equipment, antennas and/or conduits or any portion thereof, and the frequencies over which the equipment operates, only if such the equipment, antennas, or conduits are specified on any exhibit, during the Term. It is understood and agreed that MERC's ability to use the Premises is contingent upon MERC obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory analysis that will permit MERC use of the Premises as set forth above. RPU shall cooperate with MERC in its effort to obtain the Governmental Approvals, MERC shall have the right to terminate any Premise if: (i) any of the applications for Governmental Approvals is finally rejected; (ii) any Governmental Approval issued to MERC is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) MERC determines that the Governmental Approvals may not be obtained in a timely manner; Notice of MERC's exercise of its right to terminate shall be given to RPU in accordance with the notice provisions set forth in Paragraph 18 (Notices) and shall be effective 90 days after receipt of that notice by RPU, or upon such later date as designated by MERC. All rentals paid to the termination date shall be retained by RPU. Upon such termination, the Premise shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other thereunder. Otherwise, MERC shall have no further obligations for the payment of rent to RPU for the terminated Premise.

10. Indemnification. To the fullest extent permitted by law, MERC agrees to defend, indemnify and hold harmless RPU, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of MERC's negligence or willful misconduct. MERC's indemnification obligation shall apply to MERC's customer's, contractors, subcontractors, or anyone directly employed or hired by MERC, or anyone for whose acts MERC may be liable, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of RPU, or its employees, contractors or agents. RPU will provide MERC with prompt, written notice of any written claim covered by this indemnification provision; provided that any failure of RPU to provide any such notice, or to provide it promptly, shall not relieve MERC from its indemnification obligations in respect of such claim, except to the extent MERC can establish actual prejudice and direct damages as a result thereof. RPU will cooperate with MERC in connection with MERC's defense of such claim. MERC shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of RPU and without an unconditional release of all claims by each claimant or plaintiff in favor of RPU. The indemnity obligation shall survive the completion or termination of this Agreement.

11. Insurance.

a. Waiver of Subrogation. To the extent allowed by law, MERC hereby waives and releases any and all rights of action for negligence against RPU which may hereafter arise on account of damage to MERC's property, resulting from any 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 MERC. 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 MERC concerning its property shall waive the insurer's right of subrogation against RPU.

b. General Liability. MERC 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. MERC shall add RPU as an additional insured.

c. Automobile Liability. MERC shall maintain commercial automobile liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$2,000,000 per occurrence.

d. Workers' Compensation. MERC agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. RPU 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.

e. Additional Insurance Conditions.

(i) MERC shall deliver to RPU a certificate of insurance as evidence that the above coverages are in full force and effect.

(ii) MERC's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to RPU with respect to any claim arising under this Agreement.

(iii) MERC's policies and certificate of insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to RPU, or ten (10) days' written notice for non-payment of premium.

12. Limitation of Liability. Except for indemnification pursuant to Paragraphs 10 (Indemnification) and 22 (Environmental), or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. Interference. MERC agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of RPU or other attachers on the Property which existed on or within close proximity to the Property prior to the date the applicable License is approved by the Parties. In the event any after-installed MERC's equipment causes such interference, and after RPU has notified MERC in writing of such interference, MERC will take all steps necessary to correct and eliminate the interference. If the interference continues for a period in excess of 48 hours following such notification, RPU shall have the right to require MERC to reduce power, and/or cease operations until such time MERC can effect repairs to the interfering equipment. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

If after a period of 30 days, MERC is unable to fully correct and eliminate the interference, RPU shall be entitled to require MERC terminate the Premises or relocate the equipment.

MERC agrees that no diminution of light, air, or signal transmission by any structure (whether or not erected by RPU) will entitle MERC to any reduction of the **Annual Rent**, result in any liability of RPU to MERC, or in any other way affect this Agreement, or MERC's obligations, except as specifically provided in this Agreement.

14. Removal at End of Term. MERC shall, within sixty (60) days after the expiration of the Term, , remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. RPU agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of MERC shall remain the personal property of MERC and MERC shall have the right to remove the same at any time during the Term. If, following the 60 day removal period, MERC remains on the Premises, MERC shall pay rent at the then-existing annual rate until such time as the removal of the antenna structure, fixtures and all personal property are completed.

14 a. Abandonment. MERC's AMI equipment shall be deemed abandoned if (i) MERC notifies RPU in writing that it no longer requires the use of Poles or (ii) RPU notifies MERC in writing that MERC has failed to make Attachment Fee payments or RPU believes MERC has not used the AMI equipment for a continuous period of six (6) months and MERC does not pay or respond within sixty (60) days of notification from RPU. Calculation of any period of abandonment shall exclude any period during which MERC's AMI equipment are not used because of acts of God, fire, floods, war, invasion, sabotage, accidents or because of any cause beyond the control of MERC, including temporary dislocation in connection with a RPU or City improvement or facility. In the event of abandonment, MERC, at its sole cost and expense, shall promptly remove its equipment from the Site and shall restore the Site to a condition substantially the same as existing prior to the Commencement Date, excepting normal wear and tear, to the satisfaction and approval of RPU. Should MERC, fail to remove its equipment and restore the Site to a condition substantially the same as existed prior to the Commencement Date, excepting normal wear and tear, RPU may perform such removal and restoration and charge the actual and reasonable cost thereof to MERC plus a twenty percent (20%) administrative fee. MERC acknowledges and agrees that such Administrative Fee is not a penalty but a reasonable charge for the time required by

RPU's employees in connection with such removal and restoration. At RPU's option, upon abandonment by MERC, title to MERC's equipment shall vest in RPU free and clear of MERC's claims, liens and encumbrances.

15. Rights Upon Sale. If, at any time during the Term, RPU decides: (i) to sell or transfer all or any part of the Property or the Poles thereon to a purchaser other than MERC, or (ii) to grant to a third party by easement or other legal instrument an interest in that portion of the Property occupied by MERC, or a larger portion thereof, that sale or grant of an easement or interest therein shall be subject to this Agreement, and any such purchaser or transferee must recognize MERC's rights hereunder. If RPU completes any such sale, transfer, or grant described in this paragraph without executing an assignment in which the third party agrees in writing to assume all obligations of RPU under this Agreement, then RPU shall not be released from its obligations to MERC under and MERC shall have the right to look to RPU and the third party for the full performance of this Agreement.

16. Quiet Enjoyment and Representations. RPU covenants that MERC, on paying the **rent** and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. RPU represents and warrants to MERC as of the execution date of this Agreement, and covenants during the Term, that RPU is seized of good and sufficient title and interest to the Property, and has full authority to enter into and execute this Agreement. RPU further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting RPU's title to the same and that there are no covenants, easements or restrictions that prevent or adversely affect the use or occupancy of the Premises by MERC as provided in this Agreement.

17. Assignment. So long as MERC is in full compliance with this Agreement, this Agreement under it may be sold, assigned or transferred by MERC without any approval or consent of RPU to MERC's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of MERC's assets. in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization ("MERC Affiliate"). As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of RPU, which consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of MERC or transfer upon partnership or corporate dissolution of MERC shall constitute an assignment hereunder. In the event of any sale, assignment or transfer, MERC shall not be relieved of any of its obligations under this Agreement whose term has not expired or otherwise terminated at the time of such sale, assignment or transfer.

18. Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

RPU:

Rochester Public Utilities
Attn: Purchasing
4000 East River Road NE

Rochester MN 55906

MERC: [enter]

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. Default. If there is a breach by a Party with respect to any of the provisions of this Agreement, the non-breaching Party shall give the breaching Party written notice of that breach. After receipt of the written notice, the breaching Party shall have thirty (30) days in which to cure the breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, but in no event more than ninety (90) calendar days after receipt of written notice. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time period provided in this Paragraph.

21. Remedies. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of that default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. Disputed amounts are not subject to off-set.

22. Environmental.

a. RF Study. Upon Request of RPU, MERC must obtain a radio frequency interference study carried out by an independent, licensed professional radio frequency engineer ("RF Engineer") showing that MERC's intended use will not interfere with any existing ~~attachment-licensed Small Wireless Facilities, as well as RPU's licensed and unlicensed Small Wireless Facilities,~~ which are located on or near the Premises. The RF Engineer shall provide said evaluation no later than 30 days after frequencies are provided by RPU. MERC shall not transmit or receive radio waves at the Property until such evaluation has been satisfactorily completed.

b. Radiation Survey. MERC shall hire an RF Engineer to conduct a radiation survey of the Property following MERC's initial RF transmissions on the Premises and provide the results to MERC within 60 days. MERC shall be responsible for all costs of such survey.

c. FCC Testing. MERC shall implement all measures at the transmission site required by FCC regulations, including but not limited to posting signs and markings. RPU shall cooperate with and permit MERC to implement all reasonable measures in order for MERC to fulfill its radio frequency exposure obligations. RPU agrees that in the event any future party causes the entire

site to exceed FCC radio frequency radiation limits, as measured on the Premises, RPU shall hold such future party liable for all such later-arising non-compliance.

23. Casualty. In the event of damage to the Utility Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged so that such damage may reasonably be expected to disrupt MERC's operations at the Premises for more than forty-five (45) days, then MERC may, at any time following casualty, provided RPU has not completed the restoration required to permit MERC to resume its operation at the Premises, terminate the **Premises** upon fifteen (15) days prior written notice to RPU. Any such notice of termination shall cause the Parties to make an appropriate adjustment, as of such termination date, with respect to payments due. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which MERC's use of the Premises is impaired.

24. Applicable Laws. During the Term, RPU shall maintain the Property and the Poles in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, laws regulating hazardous substances) (collectively "Laws"). MERC shall, in respect to the condition of the Premises and at MERC's sole cost and expense, comply with: (a) all Laws relating solely to MERC's specific and unique nature of use of the Premises; and (b) all codes or rules requiring modifications to the Premises due to the improvements being made by MERC in the Premises. It shall be MERC's obligation to comply with all Laws relating to the Property and Poles in general, without regard to specific use (including, without limitation, modifications required to enable MERC to obtain all necessary building permits). Except as provided herein, this Agreement shall in no way limit or waive either Party's rights under Laws.

25. Change of Laws. In the event that any legislative, regulatory, judicial, or other action, with binding jurisdiction in the State of Minnesota, materially affects the rights or obligations of either Party, then either Party may, upon thirty (30) days' written Notice, require that the terms of this Agreement be renegotiated. In the event that the Parties are unable to agree in good faith upon renegotiated terms within one hundred eighty (180) days after Notice, then the Agreement shall terminate unless extended by mutual agreement.

26. Governmental Data. The Parties acknowledge and agree that this Agreement is considered public data not on individuals and is accessible to the public under Minnesota Statutes, Section 13.03. MERC and RPU agree to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality.

27. Authorized Entities. This Agreement is entered into by the Parties each on its own behalf and for the benefit of: (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Each Party and each of the entities described above are referred to herein as an "Authorized Entity".

29. Miscellaneous. This Agreement hereunder contain all agreements, promises and understandings between RPU and MERC regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either RPU or MERC in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. No acceptance by RPU or any of its agents of full or partial payment of any fees during the continuance of any breach of this Agreement will constitute a waiver of such breach or of RPU's right to demand strict compliance with such term, covenant, or condition, or operate as a waiver of any requirement of this Agreement. The performance of this Agreement shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

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

b. No Liens. MERC shall keep the Premises free from any liens arising out of any work performed, material furnished, or obligations incurred by or for MERC. MERC shall inform each and every contractor and material supplier that provides any work, service, equipment, or material to MERC in any way connected with MERC's use of the Premises that the Premises are public property and is not subject to mechanics' liens or stop notices for equipment, other materials, or services provided to MERC. If MERC does not cause the release of lien of a mechanic's lien or stop notice by any contractor, service provider, or equipment or material supplier purporting to attach to the Premises within 30 days after notice or discovery of the lien, RPU will have the right, but not the obligation, to cause same to be released by any means it deems proper, including payment of the claim giving rise to such lien. MERC must reimburse RPU for all expenses it incurs in connection with any such lien (including reasonable attorneys' fees) with ten days following receipt of RPU's demand together with proof of RPU's expenses.

c. Relocation Assistance. This Agreement creates no right to MERC to receive any relocation assistance under state or federal law.

d. No Joint Venture. This Agreement does not create a partnership or joint venture between the parties.

e. Exhibits. Exhibits A through C listed below are hereby incorporated into this Agreement by reference.

Exhibit A – License

Exhibit B –Application for License

Exhibit C –Construction Criteria
~~Exhibit D –Fee Schedule~~

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

[enter]

CITY OF ROCHESTER

By

By

[ENTER]

Kim Norton, Mayor

Attest

Anissa Hollingshead, City Clerk

Approved as to Form

Jason Loos, City Attorney

ROCHESTER PUBLIC UTILITIES

Mark Kotschevar, General Manager



RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, delegating negotiations of a final agreement with Minnesota Energy Resources to the General Manager and City Attorney and authorize the Mayor and the City Clerk to execute the agreement upon acceptance.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 19th day of May, 2020.

President

Secretary

FOR BOARD ACTION

Agenda Item # (ID # 11970)

Meeting Date: 5/19/2020

SUBJECT: 2020-22 IBEW, Local 949, (Clerical) Collective Bargaining Agreement

PREPARED BY: Linda Hillenbrand

ITEM DESCRIPTION:

The existing collective bargaining agreement with the International Brotherhood of Electrical Workers (IBEW), Local 949 Clerical Workers expired at the end of 2019. Negotiations on a new agreement were held in late 2019 and early 2020 between the IBEW, City HR, and RPU staff. The culmination of those talks has resulted in a proposed contract that includes a new wage grid which aligns with other similar type groups across the City and includes a 2.5 percent general wage increase for both 2020 and 2021 along with a 2.75 percent increase for 2022; a decrease in the medical premium contributions by the City, and a minor increase in the vacation accrual levels for the first two steps of the vacation schedule. Other revisions made were primarily for clarification purposes or the deletion of outdated language.

Final approval will be requested from the City Council following approval by the RPU Board and the IBEW.

UTILITY BOARD ACTION REQUESTED:

Approve the 2020-22 IBEW, Local 949, (Clerical) Collective Bargaining Agreement

IBEW – OFFICE AND CLERICAL EMPLOYEES RCA ATTACHMENT 6-1-20 COUNCIL MEETING

1. Article 8, Term of Agreement, amend to reflect a three-year agreement for 2020-2022.
2. Article 10, Grievance Procedure, Section A/Step 1, 2, and 3, modify as follows:

Step 1

The employee shall acquaint the Union Grievance Committee with the alleged grievance. Then the employee and a member of the Union Grievance Committee (if Union representation is desired by the employee) shall present and discuss a written ~~the~~ grievance with the immediate supervisor involved within seven (7) working days of the occurrence of the grievance. The section supervisor involved shall provide a written response ~~oral answer~~ within seven (7) ~~two (2)~~ working days after receipt of the grievance.

Step 2

In the event the grievance is not resolved at Step 1, the employee shall present the written grievance ~~in writing~~ to the Union Business Manager or ~~their~~ his/her designee, ~~and The~~ the Union Business Manager and a member of the Union Grievance Committee shall present and discuss the written grievance with the appropriate division director within seven (7) working days of the section supervisor's written ~~oral~~ response at Step 1. The appropriate division director shall provide the Union with a written response ~~will give an answer~~ within seven (7) working days after discussion of the grievance.

Step 3

In the event the grievance is not resolved at Step 2, the Union Business Manager may present the grievance, in writing, to the General Manager and Director of Human Resources within seven (7) working days of the division director's response. The written grievance must give the nature of the grievance, the specific provision of this Agreement which is involved and the remedy sought. The General Manager and Director of Human Resources shall give a written response within seven (7) working days after receipt of the written grievance.

3. Article 12, Employment, Section A/3, Posting Procedure, eliminate the manual posting requirements to reflect the electronic process currently in place. The City is agreeable to utilizing RPU TV monitors to communicate position vacancies and will periodically send the union stewards updated seniority rosters.

A. Posting Procedure

1. Without limiting the authority of Management to advertise for outside recruitment, all new positions and all vacancies declared by Management in existing positions within the bargaining unit shall be electronically posted ~~within the employee's facilities~~ for a minimum of five (5) working days.
2. Electronic job Ppostings ~~all bulletins~~ shall be in a form prescribed by Management but will include:
 - a. The duties and qualifications for the position as established in the Employer's published classification and position descriptions.

- b. The closing date of the posting.
- c. The wage rate of the position.
- d. The application procedure for the position.

3. ~~Electronic job postings~~~~Posting bulletins~~ shall be available on the Employer's intranet site. An electronic copy will be forwarded to the IBEW Business Manager, or their designee, and the local Union Stewards, distributed by Management in the following manner:

~~a. One copy shall be posted in each of the following locations:~~

- ~~1) RPU Communication Bulletin Board~~
- ~~2) Silver Lake Plant~~
- ~~3) Electric Break Room~~
- ~~4) Water Break Room~~
- ~~5) RPU Intranet~~

~~b. A copy of the posting will be electronically forwarded to the IBEW Business Manager or his/her designee and local Union Stewards.~~

4. Article 13, Work Periods, Section B, add new language to clarify the payment of overtime for those employees working flexible work arrangements:

B. All hours worked in excess of eight (8) in a day or forty (40) in a week shall be paid at time and one-half (1 ½) the regular hourly rate of pay. The workday and the workweek may be changed by mutual agreement between the employer and the employee to exceed eight (8) hours in a normal day. In that event, overtime shall be paid for all hours in excess of forty (40) in the workweek.* Compensatory time may be used in lieu of payment of overtime with Management approval.

*As a pilot program, the Union is willing to include the workday modification by mutual agreement in this provision until June 30, 2021. At that point in time, this pilot program may, by mutual agreement between the City and the Union, be extended to the end of the contract term.

5. Article 12, Employment, Section D, Temporary Appointments, delete from this article and move language to Article 14, Pay, (referenced below in No. 6).

D. Temporary Appointments

It is understood that the Employer may from time to time assign employees to temporary positions or temporarily reassign employees to regular positions within the bargaining unit. It is further understood that such temporary assignments or temporary reassignments may be made for any reason deemed by Management to be in the best interests of the Public Utility Department and that such actions are expressly reserved as a right of Management.

6. Article 14, Pay, delete the entire Article and replace with the following language:

- ~~A. Pay days shall be at two (2) week intervals.~~
- ~~B. The hourly rate of pay for all purposes, including overtime and payroll deductions, shall be calculated by dividing the individual's yearly salary by two thousand eighty (2,080) hours. All hours worked in excess of two thousand eighty (2,080) hours shall be paid.~~
- ~~C. Newly hired employees will start at the Step A wage rate established in the pay grid, Appendix G, for the appropriate classification; however, Management may start a new employee at a higher step providing the previous work experience warrants a higher step. Employees on six (6) months' probation for initial regular employment shall receive such rate of pay as established by Management, and shall receive time and one half (1 ½) for overtime and double time (2x) for holiday work. However, such employees shall not receive vacations, leaves of absence, family emergency leave or paid time off for funerals.~~
- ~~D. Employees who are temporarily assigned or reassigned to a classification (covered by this Agreement) in a higher paying wage schedule for more than one (1) work day, shall receive the rate of pay of the employee they are temporarily replacing.~~
- ~~D. When two (2) or more employees who hold equal job classifications are temporarily called upon to perform work of greater or lesser responsibility than their current classifications, the employee with the greatest bargaining unit seniority shall be assigned the work of the higher responsibility providing they are qualified to perform such work.~~
- ~~D. Employees accepting additional duties (of a higher job classification), which exceeds ten (10) working days, due to an unfilled vacancy, long term absence, or special project(s), shall be paid an additional two dollars and twenty-five cents (\$2.25) per hour above their current rate of pay. This additional compensatory adjustment is subject to the approval of the General Manager and the Director of Human Resources and this authorization must occur before the employee performs the additional duties.~~
- ~~D. An employee promoted to a new position which has a salary range shall be placed in the proper step of the new position which shall allow for a minimum of a five percent (5%) or a maximum of an eight percent (8%) increase, whichever will allow for the employee to be at an established rate within the pay range.~~

A new hourly wage grid will be implemented in the first full pay period of January 2020 with the established rates of pay listed for bargaining unit job classifications. A two and one half percent (2.50%) general wage increase was embedded in these new pay rates. The following parameters will apply to this wage grid:

- A. In January 2020, existing employees will be placed in the wage grid in the grade that correlates to the work points of their current job classification and on the step that aligns with, or is the next step above, the wage rate the employee would have been entitled to had the previous 2019 wage schedule remained in place. The General Manager and the Director of Human Resources reserves the right to make exceptions to the employee grid placement based on unique circumstances. No further step adjustment will occur in 2020.
- B. Beginning in 2021, and thereafter, employees may move to their next eligible step in the pay period that most closely aligns with their anniversary or promotional date in their job classification providing the employee received a successful performance evaluation rating.

- C. All general wage grid adjustments will be effective the first full pay period of January for all contract years.
 - D. No step adjustments will be made beyond the end of the contract period.
 - E. Pay days shall be at two- (2) week intervals.
 - F. The hourly rate of pay for all purposes, including overtime and payroll deductions, shall be calculated by dividing the individual's yearly salary by two thousand eighty (2,080) hours. All hours worked in excess of two thousand eighty (2,080) hours shall be paid.
 - G. When an employee moves from a higher job classification to a lower job classification, they shall receive the rate of pay that correlates to the same step in the lower grade level. Management reserves the right to make exceptions for step adjustments for employees in these circumstances.
 - H. When two (2) or more employees who hold equal job classifications are temporarily assigned to perform work of greater or lesser responsibility than their current classifications, the employee with the greatest bargaining unit seniority shall be assigned the work of the higher responsibility providing they are qualified to perform such work.
 - I. It is understood that the Employer may from time to time assign employees to temporary positions or temporarily reassign employees to regular positions within the bargaining unit. Such temporary assignments or reassignments maybe made for any reason deemed by Management to be in the best interests of Rochester Public Utility and that such actions are expressly reserved as a right of Management.
 - J. When an employee is temporarily assigned by management for more than one (1) workday or promoted to a higher job classification which has a higher salary range, the employee shall be placed on the proper step of the new position. Temporary assignments or promotional adjustments shall allow for a minimum of a five percent (5%) or a maximum of an eight percent (8%) increase, whichever will allow the employee to be at an established rate within the pay range. This additional compensatory adjustment is subject to the approval of the General Manager and the Director of Human Resources and this authorization must occur before the employee performs the additional duties.
 - K. Employees who are assigned special project duties (of a higher job classification), which exceeds ten (10) working days, shall be paid an additional two dollars and twenty-five cents (\$2.25) per hour above their current rate of pay. This additional compensatory adjustment is subject to the approval of the General Manager and the Director of Human Resources and this authorization must occur before the employee performs the additional duties.
7. Article 15, Section A/2, modify the following to clarify the ½ days holidays for Christmas Eve and New Year's Eve are full days when they fall on a Monday (occurs every 7 years).

Whenever any of the listed holidays fall on a Saturday, except December 24th and December 31st, the preceding Friday shall be a holiday. When Christmas Eve and New Year's Eve falls on a Monday During the third (3rd) year of the term, the one-half- (½) day holidays for December 24th and December 31st will be given as full day holidays.

8. Article 16, Vacations Section B/2, Accrual, modify as follows with the understanding that the modifications to the less than 1 year and the 1-2 year levels will become effective only upon full execution of the 2020-22 CBA:

Eligible employees shall be entitled to vacations in accordance with the following schedule:

Years of Service	Vacation Allowed
Less than 1 year	Prorated 96 80 hours
1 - 2 years	96 80 hours (120 days)
3 - 5 years	120 hours (15 days)
6 - 10 years	152 hours (19 days)
11 - 15 years	176 hours (22 days)
16 - 19 years	192 hours (24 days)
20 + years	200 hours (25 days)

9. Article 18, Unused Sick Leave, modify to clarify the qualifying requirement of ten years of service applies to this entire Article:

UNUSED SICK LEAVE

To qualify for any provision of this Article, Unused Sick Leave, the employee must be an active employee who has accrued ten (10) or more years of continuous full-time or part-time regular service with the City of Rochester.

For employees hired prior to January 1, 2013: When an employee separates employment ~~after ten (10) years of regular full-time or regular part-time employment with the City of Rochester~~, the City will convert forty percent (40%) of the employee's unused sick leave balance to be deposited to an individual Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).

~~After ten (10) years of service, t~~he dollar value of accumulated sick leave hours will be equal to forty percent (40%) of the total accumulated sick leave hours at the time of separation multiplied by the employee's hourly rate of pay at the time of separation. Regular part-time employees (those regularly scheduled for twenty [20] to thirty-nine [39] hours per week) and who are not designated as temporary or seasonal will be eligible to convert forty percent (40%) of their accumulated sick leave.

For employees hired on or after January 1, 2013: All employees ~~who have accrued ten (10) or more continuous years of full-time or regular part time service with the City~~, except those who are discharged for cause, shall convert forty percent (40%) of the employee's first twelve hundred (1200) hours of accumulated but unused sick leave balance upon separation of employment. This amount shall be deposited into an individual Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) and calculated at the employee's regular rate of pay at time of separation.

In case of permanent disability of an active employee, as determined by PERA, ~~of an active employee with ten (10) continuous years of full-time regular or part-time service with the City~~, an amount equal to one hundred percent (100%) of the unused sick leave will be deposited in a MSRS Health Care Savings Plan for the use of the employee as governed by MSRS rules. In case of the death of an active employee who has a dependent(s), an amount equal to one hundred percent (100%) of the unused sick leave balance will be paid in cash (less required State and Federal withholdings) to the dependent(s).

10. Article 20, Leave of Absence, Section A, Death in the Family and Funeral Leave, delete the current language and replace with the language noted below:

A. Death in the Family and Funeral Leave

- ~~1. When death occurs to an employee's legal spouse, children, step children where the employee is legal guardian, the employee's and spouse's father, mother, step father, step mother, sisters, brothers, grandparents, and grandchildren, an employee, upon request, will be excused and paid for up to a maximum of three (3) scheduled work days (or for such fewer work days as the employee may be absent) which fall within a three (3) consecutive work day period; provided, however, that the day of the funeral falls within this period. An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason.~~
- ~~2. Pallbearers will be allowed paid leave of absence up to a maximum of four (4) hours to attend a funeral. However, if more time is required because of distance involved, arrangements must be made in advance with Management, but in no case will more than eight (8) hours of paid leave be allowed.~~
- ~~3. To obtain paid leave, the employee may be required to provide the payroll office with evidence that they have complied with the above rules. Also, employees will be required to notify Management in advance of taking leave.~~
- ~~4. Leave of absence for other funerals will generally be granted, but work time used to attend these funerals will be charged against vacation or bank time, or covered by payroll deduction. Also leave of absence longer than three (3) days or four (4) hours~~

Employees will be eligible for bereavement leave as stated in the City's Organizational Policy. Bereavement Leave. Should the City's policy be eliminated, be modified to provide less than three days leave, or reduce the list of immediate family members' benefit from what is stated in the policy as of December 2019, Article 20, Leave of Absence, Section A, would be reinstated. Should the City implement a paid-time-off program, this provision would not be impacted and the existing language referencing the City's Bereavement Leave Policy would remain in effect.

11. Article 22, Duration of Agreement, retitle this Article as "Signatures."

12. Appendix A, Positions, delete the employee listing in its entirety and replace with the following list:

The following positions are covered by this Collective Bargaining Agreement:

<u>Grade</u>	<u>Position</u>
<u>1</u>	<u>Receptionist</u>

<u>2</u>	<u>N/A</u>
<u>3</u>	<u>Billing Technician</u> <u>Business Services Representative</u> <u>Customer Collections Technician</u> <u>Customer Relations Representative</u> <u>Device Management Technician</u>
<u>4</u>	<u>Assistant Buyer</u> <u>Accounting Technician</u> <u>Safety Technician</u>
<u>5</u>	<u>Lead Billing Technician</u> <u>Lead Customer Collections Technician</u> <u>Lead Customer Relations Representative</u> <u>Lead Device Management Technician</u>

13. Appendix B, Employee Benefits, modify the section on the medical premiums as follows::

For the term of this Agreement, the City will contribute the following percentage of the total medical premiums as follows:

	<u>City's Monthly Cost</u>
<u>Basic Medical Plan Tier</u>	<u>Effective January 1, 2016</u>
<u>Employee Only</u>	<u>92.0%</u>
<u>Employee + Spouse</u>	<u>88.5%</u>
<u>Employee + Child(ren)</u>	<u>88.5%</u>
<u>Family</u>	<u>88.5%</u>

<u>High Deductible Medical Plan</u>	
<u>Employee Only</u>	<u>92.0%</u>
<u>Employee + Spouse</u>	<u>88.5%</u>
<u>Employee + Child(ren)</u>	<u>88.5%</u>
<u>Family</u>	<u>88.5%</u>

<u>Medical Plan</u>	<u>City's Monthly Premium Contribution</u>		
<u>Basic Medical Plan Tier</u>	<u>Effective 2020</u>	<u>Effective 2021</u>	<u>Effective 2022</u>
<u>Employee Only</u>	<u>90.75%</u>	<u>89.75%</u>	<u>88.50%</u>
<u>Employee + Spouse</u>	<u>87.25%</u>	<u>86.25%</u>	<u>85.00%</u>
<u>Employee + Child(ren)</u>	<u>87.25%</u>	<u>86.25%</u>	<u>85.00%</u>
<u>Family</u>	<u>87.25%</u>	<u>86.25%</u>	<u>85.00%</u>
<u>High Deductible Plan</u>	<u>Effective 2020</u>	<u>Effective 2021</u>	<u>Effective 2022</u>
<u>Employee Only</u>	<u>90.75%</u>	<u>89.75%</u>	<u>88.50%</u>
<u>Employee + Spouse</u>	<u>87.25%</u>	<u>86.25%</u>	<u>85.00%</u>
<u>Employee + Child(ren)</u>	<u>87.25%</u>	<u>86.25%</u>	<u>85.00%</u>
<u>Family</u>	<u>87.25%</u>	<u>86.25%</u>	<u>85.00%</u>

14. Appendix C, 2020-2022 Wage Grid, delete the existing wage grid for 2017-2019 and replace in its entirety with the following grid for 2020-2022 which modifies the step movement to be on year increments:

IBEW OFFICE & CLERICAL WAGE GRID

Wage Grid Effective First Full Pay Period January 2020								
Grade	Work Points	A/ Start	B/ 1 yr	C/ 2 yr	D/ 3 yr	E/ 4 yr	F/ 5 yr	G/ 6 yr
1	280-350	\$20.97	\$21.67	\$22.38	\$23.49	\$24.68	\$25.93	\$27.21
2	351-400	\$22.85	\$23.60	\$24.33	\$25.55	\$26.78	\$28.12	\$29.58
3	401-474	\$24.73	\$25.55	\$26.36	\$27.68	\$29.07	\$30.53	\$32.10
4	475-550	\$26.56	\$27.51	\$28.44	\$29.65	\$30.92	\$32.26	\$33.94
5	551-625	\$28.84	\$30.11	\$31.38	\$32.66	\$34.03	\$35.47	\$36.93
6	626+	\$31.37	\$32.46	\$33.60	\$34.85	\$36.24	\$37.69	\$39.21

Wage Grid Effective First Full Pay Period January 2021 – 2.5% Increase								
Grade	Work Points	A/ Start	B/ 1 yr	C/ 2 yr	D/ 3 yr	E/ 4 yr	F/ 5 yr	G/ 6 yr
1	280-350	\$21.49	\$22.21	\$22.94	\$24.08	\$25.30	\$26.58	\$27.89
2	351-400	\$23.42	\$24.19	\$24.94	\$26.19	\$27.45	\$28.82	\$30.32
3	401-474	\$25.35	\$26.19	\$27.02	\$28.37	\$29.80	\$31.29	\$32.90
4	475-550	\$27.22	\$28.20	\$29.15	\$30.39	\$31.69	\$33.07	\$34.79
5	551-625	\$29.56	\$30.86	\$32.16	\$33.48	\$34.88	\$36.36	\$37.85
6	626+	\$32.15	\$33.27	\$34.44	\$35.72	\$37.15	\$38.63	\$40.19

Wage Grid Effective First Full Pay Period January 2022 – 2.75% Increase

Grade	Work Points	A/ Start	B/ 1 yr	C/ 2 yr	D/ 3 yr	E/ 4 yr	F/ 5 yr	G/ 6 yr
1	280 -350	\$22.08	\$22.82	\$23.57	\$24.74	\$26.00	\$27.31	\$28.66
2	351-400	\$24.06	\$24.86	\$25.63	\$26.91	\$28.20	\$29.61	\$31.15
3	401-474	\$26.05	\$26.91	\$27.76	\$29.15	\$30.62	\$32.15	\$33.80
4	475-550	\$27.97	\$28.98	\$29.95	\$31.23	\$32.56	\$33.98	\$35.75
5	551-625	\$30.37	\$31.71	\$33.04	\$34.40	\$35.84	\$37.36	\$38.89
6	626+	\$33.03	\$34.18	\$35.39	\$36.70	\$38.17	\$39.69	\$41.30

15. Limited Appointment Position MOU, extend this MOU into 2020 at which time additional discussions will take place between the City and the Union regarding these positions.
16. Other minor grammatical, clerical, or corrective edits may be made during the contract execution process providing both the Union and City agree to these modifications.



RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the

2020-22 Collective Bargaining Agreement with the IBEW, Local 949 (Clerical) with the changes as noted on the attached document, and request the Common Council authorize the Mayor and the City Clerk to execute the agreement.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 19th day of May, 2020.

President

Secretary

FOR BOARD ACTION

Agenda Item # (ID # 11968)

Meeting Date: 5/19/2020

SUBJECT: 2020-22 IBEW, Local 949, Collective Bargaining Agreement

PREPARED BY: Linda Hillenbrand

ITEM DESCRIPTION:

The existing collective bargaining agreement with the International Brotherhood of Electrical Workers (IBEW), Local 949, expired at the end of 2019. Negotiations on a new agreement were held in late 2019 and early 2020 between the IBEW, City HR, and RPU staff. The culmination of those talks has resulted in a three-year contract proposal with a general wage increase of 2.5 percent in both 2020 and 2021 along with a 2.75 percent increase in 2022. Other primary changes made to the contract include the addition of language required for meter and service technician apprentice ratios, a modification in the lead worker pay rates, a reduction in the City's contribution to the health plan premiums and other modifications to, or the deletion of, out-dated language, and other clarifying language revisions. Final approval will be requested from the City Council following approval by the RPU Board and the IBEW.

UTILITY BOARD ACTION REQUESTED:

Approve the 2020-22 IBEW, Local 949, Collective Bargaining Agreement

IBEW, LOCAL 949 (OUTSIDE) – 2020-2022 CBA

RCA JUNE 1, 2020

- Article 1, Agreement, modify the date to reflect the new contract.

This Agreement made and entered into this first day of January, 20~~2017~~, by and between the City of Rochester, Minnesota, acting through its Public Utility Board, its successors...

- Article 4, Employee Rights, move the last sentence referencing the probationary period of new employees in paragraph B to Article 13, Employment, Section C/10 and update language in Section D as follows:

*B. The Union may accept as members all regular employees of the Employer within the bargaining unit thirty (30) days after commencement of initial employment. The Union agrees not to discriminate against any employee on any basis prohibited by law and the Union further agrees that there will be no intimidation or coercion against employees not covered by this Agreement because of non-membership in the Union. **[New employees shall serve a six- (6) month probationary period; employees may be dismissed at any time during this probationary period without recourse to the grievance procedure.]** (Place in Article 13, Employment.)*

D. The Employer agrees, without cost to the Union, to deduct monthly membership dues from wages for each Union member who provides a signed written authorization card to the City's Human Resource Department.~~from the pay each month, the Union membership dues (or a fair share deduction as provided in Minnesota Statute 179A.06, subd.3, if the employee elects not to become a member of the Union) from the wages of those employees within the bargaining unit who give the Employer written authorization to do so in the form and manner required by law.~~ The Employer agrees that it will promptly remit such deductions to the Financial Secretary of the Union, and in this connection the Union guarantees the validity and legality of such authorizations for deductions and will indemnify and save the Employer harmless for any such deductions made and remitted.

- Article 8, Term of Agreement, modify to reflect a three-year agreement for 2020-2022.

This Agreement shall be effective as of January 1, 20~~2017~~, and shall continue in effect until December 31, 20~~2219~~, and thereafter from year to year, unless either party notifies the other in writing on or before November 1, 20~~2219~~, or any year thereafter of its desire to change or terminate this Agreement. Upon such notification, this Agreement shall terminate on December 31 of the year notice is given unless the parties agree otherwise.

- Article 11, Grievance Procedures, Step 1, add new paragraph as follows:

The employee shall acquaint the Union Grievance Committee with the alleged grievance. Then the employee and a member of the Union Grievance Committee (if Union representation is desired by the employee) shall discuss the grievance with the immediate Supervisor and/or Section Supervisor involved within seven (7) working days of the occurrence of the grievance. The Section Supervisor involved shall provide an oral answer within five (5) working days after receipt of the grievance.

By mutual written agreement between the City and the Union, a grievance may advance to Step 3.

5. Article 11, Grievance Procedures, Step 3, revise as follows to reflect current practice:

Step 3

In the event the grievance is not resolved at Step 2, the Union Business Manager may present the grievance, in writing, to the General Manager and Director of Human Resources within seven (7) working days of the Division Director's response. The written grievance must give the nature of the grievance, the specific provision of this Agreement which is involved, and the remedy sought. The General Manager and Director of Human Resources shall give a written response within seven (7) working days after receipt of the written grievance.

6. Article 12, Section D/1-2, update language as noted:

1. The employer shall annually, in the month of February, electronically produce a copy of ~~revise and post~~ an up-to-date seniority list showing each employee's seniority date under master seniority, bargaining unit seniority and job classification seniority. This electronic copy will be sent the Union's business representative and/or their designee.
2. A copy of the seniority list shall be posted on the RPU intranet website in each of the following locations:
 - ▶ ~~RPU General Office Lunchroom~~
 - ▶ ~~Silver Lake Plant~~
 - ▶ ~~Electric Break Room~~
 - ▶ ~~RPU Intranet~~
 - ▶ ~~Water Break Room~~

7. Article 13, Employment, Section A/1 and A/3, modify to reflect electronic posting information:

1. Without limiting the authority of Management to advertise for outside job candidates ~~recruiting~~, all new positions and all vacancies declared by Management in existing positions within the bargaining unit shall be electronically posted ~~within the employer's facilities~~ for a minimum of seven (7) working days.
3. ~~Posting bulletins shall be distributed by Management in the following manner: A copy of the job posting will be electronically forwarded to the IBEW Business Manager or their designee and the local Union Stewards.~~
 - a. ~~One copy shall be posted in each of the following locations:~~
 - ▶ ~~RPU General Office Lunchroom~~
 - ▶ ~~Silver Lake Plant~~
 - ▶ ~~Electric Break Room~~
 - ▶ ~~RPU Intranet~~
 - ▶ ~~Water Break Room~~
 - b. ~~A copy of the posting will be electronically forwarded to the IBEW Business Manager or his/her designee and local Union Steward(s).~~

8. See No. 2 above – Article 13, Employment, Section C/10, modify as follows (create a new No. 10 and renumber the remainder of this Section):

10. Newly hired employees shall serve a six (6) month probationary period and may be dismissed at any time during this probationary period without recourse to the grievance process.

11. When an existing bargaining unit employee transfers to or is promoted within the bargaining unit, such transfer or promotion shall not be regarded as regular employment until a six- (6) month probationary period has passed. The employee, however, may use earned sick leave, vacation and other benefits during this six- (6) month period.

9. Article 15, Pay, Section A, modify as follows to reflect general wage increase of 2.50% for 2020, 2.50% for 2021, and 2.75% for 2022:

A schedule of hourly wages for all bargaining unit positions is found in Appendix A of this Agreement. Effective the first full pay periods of January 2020, 2021 and 2022~~2017, 2018, and 2019~~, the prevailing schedule of hourly wages for all bargaining unit positions shall be increased by two and ~~one-half~~three-quarters percent (~~2.750%~~), ~~three percent (3.0%)~~, and two and three-quarters percent (2.75%) respectively.

A

10. Article 15, Pay, Section E, modify the first paragraph only as this language became obsolete in 2017 when the operators went to rotating ten-hour shifts (see MOU, water operators, Pages 37-38 of existing CBA).

A shift premium of one dollar thirty cents (\$1.30) per hour will be paid for work performed by the ~~3:00 p.m. to 11:00 p.m. Water Operator, and the 1:00 p.m. to 9:00 p.m. evening Electric Service Crew and the evening Water Distribution Worker.~~

A premium of eighty-five cents (\$0.85) per hour will be paid to a Water Maintenance and Construction employee holding a NACE Coating Inspector Certificate for all hours of related work performed.

11. Article 15, Overtime, Section L, modify as follows as a result of eliminating the Heavy Crew Foreman position (reference Appendix notes below):

When five (5) or more Lineworker-related classifications including Utility Equipment Operator are assigned by Management to a project and working together, premium pay in the amount of twenty-five cents (\$.25)/hour shall be added to the Lead Line Worker's hourly rate of pay~~temporary appointment to Heavy Crew Foreman pay shall be given to the Lead Lineworker while assigned the project. In 2021, the premium pay shall be increased to fifty-cents (\$.50)/ per hour. Only one (1) Lead Line Worker upgrade to Heavy Crew Foreman shall be receive the premium pay given~~ when multiple crews are assisting with the project. In the absence of a Lead Lineworker, the senior First Class Lineworker shall receive the premium pay~~Heavy Crew Foreman pay~~. When temporarily appointed to receive this premium pay, ~~Heavy Crew Foreman~~ compensation shall be for whole day increments. For unplanned work, temporary appointment to ~~Heavy Crew Foreman~~for this premium pay may be given for all hours worked with approval from Management.

12. Article 16, Overtime, Section A, add language reflecting compensatory time bank limits – will move from 48 hours (previous agreement not incorporated in CBA) to 56 hours:

All work performed in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be considered as overtime and shall be paid for at the rate of one and one-half (1 ½) times the regular hourly rate of pay. Employees shall not be required to take time off for overtime work. Compensatory time may be used in lieu of payment ~~for~~ overtime with the approval of Management. A maximum of fifty-six (56) hours of compensatory time may be accrued at any point in time during the calendar year.

13. Article 16, Overtime, Section E, add a disclaimer to the second paragraph, first sentence, which indicates the employer is willing to modify as follows on a pilot program for the duration of the contract:

Non-shift employees who perform planned* work between the hours of 11:00 p.m. and 5:30 a.m., prior to the start of normal work period, shall be entitled to equal time off the start of the following work period with no loss in pay. In the event the employee is not allowed time off for rest at the beginning of the following work period, the employee shall continue at his/her regular rate of pay plus time and one-half (1 ½) pay until such time he/she is released for the rest time the employee is entitled to.

* As a pilot program, the City is willing to include "planned and unplanned" work in this provision until June 30, 2021. At that point in time, this pilot program may, by mutual agreement between RPU and the Union, be extended to the end of the contract term.

14. Article 22, Sick Leave, Section E, modify to clarify the qualifying requirement of ten years of service applies to this entire Section (Unused Sick Leave):

To qualify for any provision of this Section, Unused Sick Leave, the employee must be an active employee who has accrued ten (10) or more years of continuous full-time or part-time regular service with the City of Rochester.

For employees hired prior to January 1, 2013: When an employee separates employment ~~after ten (10) years of regular full-time or regular part-time employment~~ with the City of Rochester, the City will convert forty percent (40%) of the employee's unused sick leave balance to be deposited to an individual Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).

~~After ten (10) years of service,~~ the dollar value of accumulated sick leave hours will be equal to forty percent (40%) of the total accumulated sick leave hours at the time of separation multiplied by the employee's hourly rate of pay at the time of separation. Regular part-time employees (those regularly scheduled for twenty [20] to thirty-nine [39] hours per week) and who are not designated as temporary or seasonal will be eligible to convert forty percent (40%) of their accumulated sick leave.

For employees hired on or after January 1, 2013: All employees ~~who have accrued ten (10) or more continuous years of full-time or regular part-time service with the City,~~ except those who are discharged for cause, shall be eligible to convert forty percent (40%) of the employee's first twelve hundred (1200) hours of accumulated but unused sick leave balance upon separation of employment. This amount shall be deposited into an individual Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) and calculated at the employee's regular rate of pay at time of separation.

~~A HCSP is a tax-free savings account that can be used to pay medically necessary expenses and pay health care and long term care insurance premiums after retirement or termination. The money deposited is tax deferred and payouts are tax free for medically related expenses that the HCSP participant incurs subject to the rules applied the by MSRS.~~

In case of permanent disability of an active employee, as determined by PERA, an amount equal to one hundred percent (100%) of the unused sick leave will be deposited in a MSRS Health Care Savings Plan for the use of the employee as governed by MSRS rules. In case of the death of an active employee who has a dependent(s), an amount equal to one hundred percent (100%) of the unused sick leave balance will be paid in cash (less required State and Federal withholdings) to the dependent(s).

15. Article 24, Health Insurance, update the City's contribution to the health insurance monthly premium as follows:

~~Basic Medical Plan Tier~~ ~~City's Monthly Cost~~

~~Employee Only 92.0%~~

~~Employee + Spouse 88.5%~~

~~Employee + Child(ren) 88.5%~~

~~Family 88.5%~~

~~High Deductible Medical Plan~~

~~Employee Only 92.0%~~

~~Employee + Spouse 88.5%~~

~~Employee + Child(ren) 88.5%~~

~~Family 88.5%~~

Medical Plan	City's Monthly Premium*		
Basic Medical Plan Tier	Effective 2020	Effective 2021	Effective 2022
Employee Only	90.75%	89.75%	88.50%
Employee + Spouse	87.25%	86.25%	85.00%
Employee + Child(ren)	87.25%	86.25%	85.00%
Family	87.25%	86.25%	85.00%
High Deductible Plan	Effective 2020	Effective 2021	Effective 2022
Employee Only	90.75%	89.75%	88.50%
Employee + Spouse	87.25%	86.25%	85.00%
Employee + Child(ren)	87.25%	86.25%	85.00%
Family	87.25%	86.25%	85.00%

16. Article 26, Training and Licenses, Section C, correct language as follow (Class D is a driver's license and Class C is a bus driver license:

C. Licenses

The Employer will pay the fees for required licenses. This includes the initial and renewal fees for power plant operator's licenses, water supply systems operator's certification and the differential between the minimum Class DE driver's license and either the Class B or the

Class A Commercial Driver's License. This policy does not include payment for re-examination after test failure.

17. Add a new Article, Apprentice Ratios, before Article 28 (Signatures) in the contract:

Apprentice Ratios

The apprentice to journey ratios shall be defined in the Standards and Procedures Apprentice Training Program approved by the Minnesota Apprenticeship Advisory Board unless specifically negotiated by the parties pursuant to MS 178.036, Subd. 5, and attached to this contract in a Memorandum of Understanding.

18. Article 28, Signatures, renumber this Article 29, update signature block to represent correct references (RPU Board President, Mayor, City Clerk).
19. Appendix A, Section A, Hourly Wages, modify to reflect a 2.5% increase for 2020 and 2021 and 2.75% increase for 2022. All increases are effective the first full pay period in January of the contract year. Change the job title of Underground Locator to Lineworker/Underground Locator. Delete the job title of "Heavy Crew Foremen" and incorporate new positions of SCADA Specialist, Master Electrician and Lead Facilities Systems Technician. Modify the wage rate for the lineworker/underground locator, first-class line worker and lead line worker positions as follows:
- a) Effective January 2020, apply the 2.5% general wage increase to the 2019 wage rate and then add \$.50
 - b) Effective January 2021, apply the 2.5% general wage increase to the 2020 wage rate and then add \$.50
 - c) Effective January 2022, apply the 2.75% general wage increase to the 2021 wage rate and then add \$.50
20. Appendix A, Section A, Hourly Wages, and all other relevant Articles, delete the reference to Heavy Crew Foreman from all contract language. This applies to the following additional Articles:
- Article 15, Pay, Section F (delete reference)
Article 15, Pay, Section L (replace with Lead Line Worker)
21. Appendix B, Letter of Agreement, Twelve-Hour Shifts, Section 5/A/2, Vacations, modify as follows:

During the month of November of each year, Management will post a blank vacation schedule for the next calendar year. Employees concerned will be given a period of one (1) month to sign up ~~for-in~~ their vacation preference, military service and bargaining unit seniority receiving priority. After January 1st the vacation schedule will be posted.

22. Appendix B, Letter of Agreement, Twelve-Hour Shifts, Section 5/A5, delete reference to "sister shifts":

Not more than one (1) employee from each of the two (2) ~~sister~~ shifts will be allowed on vacation at any one time, a total of two (2), regardless of classification. An exception will be made if it becomes possible due to business conditions or partial or complete shutdown of the plant, in which case additional employees may be allowed or required to take vacation.

23. Appendix B, Letter of Agreement, Twelve-Hour Shifts, Section 6/A/3, Holidays, modify as follows to match intent of Article 16, Overtime, Section B (main body of CBA):

SLP operators shall observe scheduled holidays on the actual day they occur on the calendar. The employees will not receive more holiday benefits than those received by non-shift employees. An employee called in to work on a holiday shall receive double time (2x) for all hours worked on a holiday. ~~equal compensation to an employee working a regularly scheduled shift on a holiday if he works an equal number of hours.~~

24. Memorandum of Understanding, Relief Operator Work Schedule, carry forward in new contract and modify obsolete dates.
25. Memorandum of Understanding, Ten-Hour Water Operator Work Schedule, carry forward and update language to reflect the current contract duration.
26. Appendix A, update the hourly wages to reflect a 2.5% wage increase for 2020 and 2021 and 2.75% increase for 2022.
27. Add the new MOU on apprentice ratios (see attachment).
28. Other non-content contract modifications may be made by mutual agreement of the City/RPU and the Union.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ROCHESTER AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 949
METER AND SERVICE TECHNICIAN APPRENTICE RATIOS**

This Memorandum of Understanding is entered into between the City of Rochester/Rochester Public Utilities (hereafter "City"), and the International Brotherhood of Electrical Workers (outside group), Local 949 (hereafter "Union").

WHEREAS, the City and the Union are parties to a Collective Bargaining Agreement (hereafter "CBA") in effect from January 1, 2020 through December 31, 2022 which covers apprentice workers.

WHEREAS, the City employees meter and service technician apprentices in the Meter Shop – Electric Division of Rochester Public Utilities.

WHEREAS, Minnesota Statute 178.036, Subdivision 5, Ratios, requires the City to identify the maximum number of apprentices to be employed at a worksite for each journey worker employed at the same worksite:

NOW, THEREFORE, effective upon the execution of this MOU, the parties agree as follows:

1. For each registered meter and service technician apprenticed position in the Meter Shop – Electric Division, there shall be at least one journey worker, lead worker, or section supervisor for each registered apprentice worker assigned to perform work at the job site. The journey worker, lead worker or section supervisor shall be qualified to oversee the work which the apprentice is assigned.
2. At the discretion of the general manager, employees who are temporarily appointed or reassigned to the lead position may be counted to fulfill the required journey worker to apprentice ratio.
3. The journey worker to meter and service technician apprentice ratio shall be enforced on a per job site basis. The journey worker, lead worker or section supervisor shall be accessible to the apprentice for oversight and training.
4. The section supervisor may give instruction, demonstration, or training to an apprentice on the job site and will use tools and equipment for these purposes only.
5. This MOU is entered into without prejudice and shall not be precedent setting in any future, similar issue. A mutually agreed upon amendment to this MOU can be made at any time. Anything not specifically mentioned shall remain as stated in the CBA.

This Memorandum of Understanding represents the complete and total agreement between the Employer and the Union and will continue in effect for the duration of this contract.

City of Rochester

IBEW, Local 949 (Outside Group)

Mayor

Business Representative

Attachment: MOU IBEW Apprentice Ratios Revised 5-5-20 (11968 : 2020-22 IBEW, Local 949, Collective Bargaining Agreement)

City Clerk

City Administrator

Director Human Resources

Date

Rochester Public Utilities

President

Date



RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the

2020-22 Collective Bargaining Agreement with the IBEW, Local 949 with the changes as noted on the attached documents, and request the Common Council authorize the Mayor and the City Clerk to execute the agreement.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 19th day of May, 2020.

President

Secretary

FOR BOARD ACTION

Agenda Item # (ID # 11962)

Meeting Date: 5/19/2020

SUBJECT: RPU Renewable Energy Objective

PREPARED BY: Dirk Bierbaum

ITEM DESCRIPTION:

The RPU Board has elected to voluntarily follow MN Statute 216B.1691 (Renewable Energy Objective). RPU's obligation for 2019 is 17% of load served. Staff has evaluated current account balance, expected renewable output, future expectations, and is proud to report that RPU is able to, for the fifth year in a row, retire enough credits to cover 100% of load served over CROD in 2019. Staff will continue to look at volumes on an annual basis to determine if subsequent withdraws from RPU's REC account are capable of maintaining compliance with board objectives.

Ramp timeline to 25% renewable energy:

2012 12%

2016 17%

2020 20%

2025 25%

Retired Certificates:

456-MN-06-2015-47905 - 1 to 987, 456-MN-04-2015-45515 - 17 to 905

Total of 1,876 Renewable Energy Certificates

100% MWHR's (RPU Load over CROD)

UTILITY BOARD ACTION REQUESTED:

No Board Action Required

FOR BOARD ACTION

Agenda Item # (ID # 11973)

Meeting Date: 5/19/2020

SUBJECT: Review of Accounts Payable

PREPARED BY: Christina Bailey

ITEM DESCRIPTION:

UTILITY BOARD ACTION REQUESTED:

ROCHESTER PUBLIC UTILITIES
A/P Board Listing By Dollar Range
For 04/11/2020 To 05/10/2020
Consolidated & Summarized Below 1,000

Greater than 50,000 :

SOUTHERN MN MUNICIPAL POWER A	April SMMPA Bill	6,146,375.59
MN DEPT OF REVENUE	March Sales and Use Tax	567,141.54
BENIKE CONSTRUCTION (P)	Mechanical Systems Upgrade-Thru April 30th	382,377.89
CONSTELLATION NEWENERGY-GAS D	March Gas-SLP	169,029.12
NEW AGE TREE SERVICE INC	801B Tree Clearance	135,028.55
NOVASPECT INC	14EA-MQ Controller	102,584.10
WRIGHT TREE SERVICE INC	Hourly Tree Removal 2019-2020~	90,886.61
NEW AGE TREE SERVICE INC	801A Tree Clearance	74,491.88
VENTURE PRODUCTS INC	2EA-Ventrac tractor P673	63,979.75
Price Range Total:		7,731,895.03

5,000 to 50,000 :

SMART ENERGY SYSTEMS LLC	Smart customer mobile implementation	47,880.00
PAYMENTUS CORPORATION	March Electronic Bill Payment Services	45,659.00
INDEPENDENT SCHOOL DISTRICT #5	CIP-Lighting (C&I)-Incentives/Rebates	41,231.00
CONSTELLATION NEWENERGY-GAS D	March Gas-WES	36,447.02
WUNDERLICH-MALEC ENGINEERING	Engineering Services for Mayo Boiler SLP	35,842.50
VIKING ELECTRIC SUPPLY INC	144EA-Luminaire, Commercial, LED, PC, 12	34,128.86
CENTRAL MINNESOTA MUNICIPAL P	April Capacity/CMP	31,900.00
N HARRIS COMPUTER CORP	Annual Licensing-4/1/20-3/31/21	31,623.85
WENCK ASSOCIATES, INC	Investigate Permit Mod SLP Boiler	31,463.57
USIC LOCATING SERVICES INC	April Locating Services	30,459.22
PARAGON DEVELOPMENT SYSTEMS I	April - IT Help desk consultant	29,635.00
A & A ELECT & UNDERGROUND CON	2017-2022 Directional Boring	28,993.00
DOXIM UTILITEC LLC	April- Bill Print, Mail Services,Postage	26,367.76
VOLCO CO INC	78EA-Tank heaters	26,259.19
PEOPLES ENERGY COOPERATIVE (P	April Compensable	25,571.69
THE ENERGY AUTHORITY INC	April TEA Fee	23,193.87
BLUESPIRE STRATEGIC MARKETING	2020-23 RPU Plugged In Contract	23,177.00
CINTAS CORP	FR Uniform Services 3 yrs	22,841.68
ITRON INC	288EA-100W+ Pit Ert No Prog W/inline con	22,464.00
HDR ENGINEERING INC	Risk and Resilience	18,301.29
CONSTELLATION NEWENERGY-GAS D	March Gas-CC	16,143.14
POWER SYSTEMS ENGINEERING INC	Geronimo System Impact Study	15,030.00
NOVASPECT INC	Delta V SLP Boiler Upgrade	14,721.00
NOVASPECT INC	Guardian Support	13,929.28
ULTEIG ENGINEERS INC	SLP Relay Upgrade	12,875.51
BDKN LLLP	CIP-Lighting (C&I)-Incentives/Rebates	12,017.67
CENTURYLINK (P)	2018-20 Monthly Telecommunications	11,394.52
WATER RESEARCH FOUNDATION	WRFMBR-Utility Membership 02/01/20-01/20	11,157.00
WARTSILA NORTH AMERICA	1EA-Valve, Complete, Main Starting – 357	11,053.50
PEAK DEMAND INC	120EA-CT Small Bar Type 600/5	10,808.40
CHS ROCHESTER	April Fuel-Electric & Water	10,451.87
RESCO	3000FT-Conduit, HDPE, 5.00, Empty, SDR 1	10,440.00
VISION COMPANIES LLC (P)	Cust Intimacy Design,Strat,Offsite & Leadershp	9,937.50
CRENLO ACCOUNTING DEPT	CIP-Lighting (C&I)-Incentives/Rebates	9,857.80

Attachment: AP Board CrMo (11973 : Review of Accounts Payable)

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51	HYLAND LLC	2020 Perceptive Content Upgrade	9,515.00
52	STUART C IRBY CO INC	10EA-Metal Sec. Encl, 3ph, 30"x67"x22" 2	9,350.00
53	VERIZON WIRELESS	March Cell & Ipad Service & Equipment	9,272.58
54	KANTOLA CONSULTING	Phase I Post Cayenta Go-Live Review	9,270.00
55	WARTSILA NORTH AMERICA	1EA-Kit, Lubricating Oil Pump Valve – 18	8,934.14
56	STUART C IRBY CO INC	1EA-Trans, PM, 3ph, 300kVA, 13.8/8, 208	8,285.00
57	BAKER TILLY VIRCHOW KRAUSE LL	2019 Audit Fees	8,200.00
58	WENCK ASSOCIATES INC	2019-20 Part 70 Reissuance Applications	8,168.05
59	ELEVATE MARKETING SOLUTIONS L	Advertising 2020	8,095.00
60	eCOMPLIANCE MANAGEMENT SOLUTI	Field ID Subscription	8,015.63
61	SHI INTERNATIONAL CORP (P)	2020 Symante Protection Suite & Endpoint	7,883.63
62	CITY OF ROCHESTER	Workers Comp Payments-Details Upon Request	7,654.08
63	BDKN LLLP	CIP Conserve & Save Rebates - Toilets	7,650.00
64	STUART C IRBY CO INC	1EA-Trans, PM, 3ph, 225kVA, 13.8/8, 208	7,586.00
65	MN POLLUTION CONTROL AGENCY	2020 SLP Annual Emmissions Fee	7,378.17
66	PEOPLES ENERGY COOPERATIVE (P	Service Territory Annual True-Up	7,317.95
67	QUALITY INDOOR AIR (P)	LOBBY DUCT CLEANING	7,267.50
68	NOVASPECT INC	1EA-DeltaV Tower Server	7,182.18
69	HEARTLAND GUN CLUB	CIP-Lighting (C&I)-Incentives/Rebates	6,968.00
70	RESCO	50EA-Junction, LB, 200A, 4 Pos, w/Strap	6,555.00
71	BORDER STATES ELECTRIC SUPPLY	240EA-Elbow, 15kV, 200A, LB, 1/0 Sol, 175-	6,537.60
72	BDKN LLLP	CIP-Clothes Washers-Incentives/Rebates	6,500.00
73	TWIN CITY SECURITY INC	2020 Security Services	6,492.65
74	ULTEIG ENGINEERS INC	2019-20 Engineering T&D	6,260.00
75	MINNESOTA ENERGY RESOURCES CO	March Gas-SLP	6,129.96
76	MN POLLUTION CONTROL AGENCY	2020 Cascade Annual Emmissions Fee	6,069.30
77	NARDINI FIRE EQUIPMENT CO INC	Fire Suppression System Upgrade	5,933.84
78	NOVASPECT INC	1EA-DeltaV Tower Server	5,570.11
79	WELLS FARGO BANK ACCT ANALYSI	April 2020 Banking Services	5,552.11
80	SCHWEITZER ENGINEERING LAB IN	24EA-Fault Indicator, Overhead	5,520.00
81	FORBROOK LANDSCAPING SERVICES	Landscaping at CSC-Mulch & Labor	5,462.46
82	STUART C IRBY CO INC	5EA-Trans, OH, 1ph, 37.5kVA, 13.8/8, 120	5,405.00
83	WARTSILA NORTH AMERICA	2EA-Speed Pickup – SE528	5,362.82
84	WARTSILA NORTH AMERICA	2EA-Speed Pickup – SE518	5,362.82
85	MINNESOTA ENERGY RESOURCES CO	March Gas-WES	5,294.09
86	HARVESTVIEW PLACE	CIP-Lighting (C&I)-Incentives/Rebates	5,100.00
87			
88		Price Range Total:	1,036,357.36
89			
90	<u>1,000 to 5,000 :</u>		
91			
92	CRESCENT ELECTRIC SUPPLY CO	190ROL-Tape, Fireproof, 3.0" x 20'	4,850.51
93	WARTSILA NORTH AMERICA	2EA-Valve Repair Kit, Main Starting - 21	4,847.61
94	NOVASPECT INC	2EA-DeltaV Tower Dual/Quad Monitor	4,801.98
95	STUART C IRBY CO INC	1EA-Trans, PM, 3ph, 45kVA, 13.8/8, 208/120	4,769.00
96	WERNER ELECTRIC SUPPLY	5000FT-Wire, AL, 600V, 1/0-#2 NEU YS Tri	4,755.32
97	BDKN LLLP	CIP Conserve&Save Clothes Washer Rebate	4,750.00
98	BARR ENGINEERING COMPANY (P)	Gen Groundwater Consulting Services	4,741.74
99	STUART C IRBY CO INC	48EA-Cutout, 15KV, 100A, NLB, Poly	4,396.80
100	PFANNENBERG SALES AMERICA LLC	1EA-Cooling unit	4,305.00

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ROCHESTER PUBLIC UTILITIES
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For 04/11/2020 To 05/10/2020
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101	ELITE CARD PAYMENT CENTER	144-921 AdmGnl-Oper-Office Supplies_Exp	4,200.00
102	NOVASPECT INC	Delta V system scale down	4,025.00
103	OPEN ACCESS TECHNOLOGY	March & May Service-webCompliance	4,017.00
104	RESCO	30EA-Junction, LB, 200A, 4 Pos, w/Strap	3,918.00
105	ELITE CARD PAYMENT CENTER	1EA-Hose reel, Motorized	3,785.00
106	MIDWEST MECHANICAL SOLUTIONS	AHU-Humidifier Unit	3,784.44
107	CBG COMMUNICATIONS INC	Small Cellular Rate Analysis	3,775.00
108	INSTITUTE FOR ENVIRONMENTAL	Manhole Asbestos Testing	3,718.73
109	BENCHMARK ELECTRONICS	CIP-Custom (C&I)-Incentives/Rebates	3,643.88
110	JENNINGS, STROUSS & SALMON PL	Attachment O Filing & FERC Filing	3,613.00
111	GDS ASSOCIATES INC	FERC Filing	3,575.00
112	ELECTRIC SCIENTIFIC CO INC	GT1/SLP Fire Suppression System Testing	3,563.21
113	BORDER STATES ELECTRIC SUPPLY	SLP Light Replacement	3,493.75
114	MIDCONTINENT ISO INC	April MISO Charges	3,418.29
115	BCKN LLLP	CIP-Dishwashers-Incentives/Rebates	3,400.00
116	BCKN LLLP	CIP-Refrigerators-Incentives/Rebates	3,400.00
117	EGAN COMPANY	Westside Fire Alarm System Testing	3,400.00
118	PUGLEASA COMPANY INC	Dock Lock Upgrade	3,313.13
119	KATS EXCAVATING LLC	Silver Lake Capacitor Bank Relocation 44	3,300.00
120	CITY OF ROCHESTER	Medical Services-Details Upon Request	3,293.00
121	EPLUS TECHNOLOGY INC	10EA-IP Phone 8845	3,248.80
122	CONSOLIDATED COMMUNICATIONS d	2018-20 Network and Co-location Services	3,235.96
123	QUANTITATIVE MARKET INTELLIGE	2020 Qtly Customer Satisfaction Survey	3,206.25
124	TCIC INC	4EA-Router, 1 port	3,148.00
125	ADVANTAGE DIST LLC (P)	Fluids - Shop Supplies	3,117.15
126	KNXR - FM	March Radio Ads	3,000.00
127	HARVESTVIEW PLACE	CIP-Clothes Washers-Incentives/Rebates	3,000.00
128	PREMIER ELECTRICAL CORP dba	Rewire East Gate	2,974.00
129	MALLOY ELECTRIC dba	1EA-VFD, 40HP, 460V, R4 frame	2,963.17
130	HARVESTVIEW PLACE	CIP-Furnace Fan Mtrs-Incentives/Rebates	2,950.00
131	SPRINGER APPRAISAL ASSOC INC	Appraisal for Solar Project Land	2,950.00
132	NOVASPECT INC	2EA-DeltaV Small Form Factor Tower	2,933.03
133	PEOPLES ENERGY COOPERATIVE (P	2019 Lump Sum Comp for Non-Metered Service	2,908.15
134	N HARRIS COMPUTER CORP	Travel for Cayenta Implementation Serv	2,888.10
135	K & M GLASS	CIP-Lighting (C&I)-Incentives/Rebates	2,872.00
136	CITY OF ROCHESTER	Job Advertising-NERC PM	2,832.00
137	FIRST CLASS PLUMBING & HEATIN	RPZ Testing	2,820.00
138	PARSONS ELECTRIC LLC	Card Access Updates	2,752.50
139	PARSONS ELECTRIC LLC	Reprd Dome Cameras,Industrial POE Switches	2,613.95
140	MN POLLUTION CONTROL AGENCY	200 WES Annual Emmissions Fee	2,602.77
141	KNXR - FM	February Radio Ads	2,600.00
142	WESCO DISTRIBUTION INC	25EA-Conn, Sheer, Lug, 350-750 AL/CU	2,545.23
143	KNXR - FM	January Radio Ads	2,500.00
144	AE2S INC	Water Model Update and Calibration Srvs.	2,487.50
145	MINNESOTA ENERGY RESOURCES CO	Natural gas - CSC	2,423.37
146	ALTEC INDUSTRIES INC	Vehicle Inspections-440, 534, V508, 535	2,419.92
147	INTERSTATE MOTOR TRUCKS INC	13 International 7400 Check Engine Light	2,410.49
148	KNXR - FM	November Radio Ads	2,400.00
149	WARTSILA NORTH AMERICA	1EA-Kit, Lubricating Oil Pump Service –	2,388.68
150	BOLTON AND MENK (P)	Antenna Review TMOB St. Mary's #82	2,362.50

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151	AYBC LLC	CIP-Lighting (C&I)-Incentives/Rebates	2,297.00
152	BORDER STATES ELECTRIC SUPPLY	8EA-Crossarm, Deadend, 8'	2,286.88
153	ELITE CARD PAYMENT CENTER	TKeller/RLukadoo-SOS Intl Registration	2,280.00
154	WERNER ELECTRIC SUPPLY	1140FT-Conduit, PVC Sch 40, 5.00, 10' le	2,255.51
155	VIKING ELECTRIC SUPPLY INC	500ROL-Tape, Vinyl, .750" x 66' 3M Super	2,239.03
156	HATHAWAY TREE SERVICE INC	Commercial Brush Load Brought to Brush Dump	2,100.00
157	OPEN ACCESS TECHNOLOGY	March & May Services-Tagging Agent	2,094.32
158	NOVASPECT INC	Matrikson Renewal-Boiler Software Renewal	2,065.33
159	ADVANCED DISPOSAL SVC SOLID W	2020 Waste removal SC	2,018.41
160	IHEART MEDIA dba	March Spot Ads	2,004.00
161	SUMMIT FIRE PROTECTION INC	Ext Preaction System-Labor & Matls-Fire	1,987.88
162	GDS ASSOCIATES INC	2019 NERC Compliance Assistance	1,977.50
163	ELITE CARD PAYMENT CENTER	Guard Rails	1,950.47
164	CITY OF ROCHESTER	Unemployment Comp-Details Upon Request	1,933.92
165	D P C INDUSTRIES INC	2020 Chlorine, 150 lb Cyl	1,893.75
166	BORDER STATES ELECTRIC SUPPLY	Electrical grounding	1,879.87
167	VERIZON CONNECT NWF INC	March - GPS Fleet Tracking	1,857.10
168	CRESCENT ELECTRIC SUPPLY CO	5EA-Elbow, Steel, 36.0 R, 5.00	1,837.50
169	WERNER ELECTRIC SUPPLY	1EA-Kit, Solenoid Valve,G2, BAS, SOV1301	1,814.42
170	WARTSILA NORTH AMERICA	Shipping/Freight/Handling	1,795.52
171	BORDER STATES ELECTRIC SUPPLY	8EA-Grd Sleeve, 3ph Sect. Encl, 18 x 67	1,728.32
172	DUNCAN WEINBERG GENZER & PEMB	NERC Internal Compliance Plan	1,722.00
173	BOLTON AND MENK (P)	Service Ctr Drainage Improvement Study	1,716.00
174	CUSTOM COMMUNICATIONS INC	Lock Down Alert Head End Rework	1,710.00
175	WARTSILA NORTH AMERICA	2EA-Kit, Water Pump Sealing – 191051	1,709.55
176	ALTEC INDUSTRIES INC	Boom Inspection	1,685.95
177	SCORPIO RESTAURANT GROUP	Deposit Refund	1,679.09
178	ELITE CARD PAYMENT CENTER	William Heimer-SOS Intl Registration	1,600.00
179	WERNER ELECTRIC SUPPLY	1140FT-Conduit, PVC Sch 40, 4.00	1,596.86
180	BADGER METER INC (P)	1EA-Meter, Bare E-Series 3" Ultra , 17"L	1,584.50
181	OSMOSE UTILITIES SERVICES INC	O-Calc Maintenance	1,584.00
182	ELITE CARD PAYMENT CENTER	3EA-Boot sole cleaner	1,581.00
183	BORDER STATES ELECTRIC SUPPLY	5EA-Vehicle charger, Itron	1,573.35
184	DOWCO VALVE COMPANY INC	Labor & Materials for Safety Valve #3-SLP	1,522.44
185	IMAGEBRIDGE DESIGN	Design EVChoice Brochure	1,480.22
186	IMPERIAL TRAINING CENTER	CIP-Lighting (C&I)-Incentives/Rebates	1,460.00
187	WARTSILA NORTH AMERICA	2EA-Sensor, Pressure – PT301	1,451.94
188	WARTSILA NORTH AMERICA	2EA-Valve, Starting Air Safety – 357028	1,440.23
189	RESCO	10EA-Arrester, 10kV, Dist, Parking Stan	1,424.00
190	EPLUS TECHNOLOGY INC	5EA-Teleworker Cloud Access	1,398.35
191	ONLINE INFORMATION SERVICES I	April - Utility Exchange Report	1,386.01
192	BORDER STATES ELECTRIC SUPPLY	56EA-Deadend Recept, 15kv, 200A, NLB	1,378.72
193	EPLUS TECHNOLOGY INC	License/Support 5 yrs	1,358.65
194	GARCIA GRAPHICS INC	Layout &Design 2019 Annual Report	1,350.00
195	WARTSILA NORTH AMERICA	2EA-Sensor, Turbo Lube Oil A, Pressure –	1,299.73
196	WARTSILA NORTH AMERICA	2EA-Sensor, Turbo Lube Oil B, Pressure –	1,299.73
197	CITY OF ROCHESTER	March Workers Comp Admin Fees	1,282.00
198	ELITE CARD PAYMENT CENTER	Torque Wrench	1,280.36
199	ULINE	Carts for SLP	1,279.29
200	NARDINI FIRE EQUIPMENT CO INC	Semi-Annual GT2 Inspection	1,273.50

Attachment: AP Board CrMo (11973 : Review of Accounts Payable)

ROCHESTER PUBLIC UTILITIES
A/P Board Listing By Dollar Range
For 04/11/2020 To 05/10/2020
Consolidated & Summarized Below 1,000

201	CUSTOM COMMUNICATIONS INC	Fire Suppression System	1,229.06
202	CDW GOVERNMENT INC	1EA-Rack console KVM switch, 8-port	1,213.54
203	CORE & MAIN LP (P)	2EA-WB67 Hydrant Ext., K562, 12.0	1,204.00
204	BORDER STATES ELECTRIC SUPPLY	24KIT-Pedestal Repair Kit	1,198.56
205	AMAZON.COM	5ROL-Pull Tape, Printed, .750" x 3000'	1,188.61
206	ROCHESTER ARMORED CAR CO INC	April Pick Up Services	1,187.25
207	MISSISSIPPI WELDERS SUPPLY CO	Welder for SLP	1,185.24
208	ELITE CARD PAYMENT CENTER	Mark Larson-SOS Intl Registration	1,180.00
209	GRAINGER INC	Confined Space Retrieval Equipment	1,175.70
210	A T & T	Long Distance	1,153.24
211	CORE & MAIN LP (P)	100EA-Riser, 1.50 Slip Type Riser (65-A)	1,125.00
212	BOTHUN DARALD	CIP-LED Light Fixtures-Incnavts/Rebts	1,120.00
213	KWIK TRIP INC	CIP-Lighting (C&I)-Incentives/Rebates	1,095.00
214	ROCHESTER ATHLETIC CLUB	CIP-Custom (C&I)-Incentives/Rebates	1,065.15
215	STUART C IRBY CO INC	17PR-Leather Glove Protector 10.0	1,061.96
216	STUART C IRBY CO INC	16EA-Pedestal Dome Cover, Box Style	1,040.00
217	SOUTHEAST MINNESOTA REALTORS	CIP-Lighting (C&I)-Incentives/Rebates	1,014.25
218	HOSTETLER JAMES	CIP-LED Light Fixtures-Incnavts/Rebts	1,010.00
219	CITY OF ROCHESTER	Job Advertising-Sr Sub Electrician	1,001.00
220	K A A L TV LLC	March Spot ads	1,000.00
221			
222		Price Range Total:	306,259.67
223			
224	<u>0 to 1,000 :</u>		
225			
226	EXPRESS SERVICES INC	Summarized transactions: 17	15,239.93
227	CORE & MAIN LP (P)	Summarized transactions: 21	8,293.58
228	REBATES	Summarized transactions: 34	8,088.59
229	ALTEC INDUSTRIES INC	Summarized transactions: 13	7,010.34
230	WARTSILA NORTH AMERICA	Summarized transactions: 23	6,525.62
231	BORDER STATES ELECTRIC SUPPLY	Summarized transactions: 25	6,135.80
232	Customer Refunds (CIS)	Summarized transactions: 48	5,492.45
233	STUART C IRBY CO INC	Summarized transactions: 25	5,065.78
234	ELITE CARD PAYMENT CENTER	Summarized transactions: 38	4,493.72
235	RESCO	Summarized transactions: 6	3,536.38
236	VIKING ELECTRIC SUPPLY INC	Summarized transactions: 21	3,195.84
237	AMAZON.COM	Summarized transactions: 24	3,175.45
238	CITY LAUNDERING COMPANY	Summarized transactions: 20	3,163.05
239	METRO SALES INC	Summarized transactions: 4	2,657.16
240	T S E INTERNATIONAL INC	Summarized transactions: 8	2,548.56
241	FIRST CLASS PLUMBING & HEATIN	Summarized transactions: 8	2,238.24
242	LAWSON PRODUCTS INC (P)	Summarized transactions: 8	2,220.08
243	CITY OF ROCHESTER	Summarized transactions: 5	2,095.57
244	WERNER ELECTRIC SUPPLY	Summarized transactions: 16	2,070.79
245	U S A SAFETY SUPPLY	Summarized transactions: 22	2,045.73
246	PARSONS ELECTRIC LLC	Summarized transactions: 3	2,034.25
247	CITY OF ROCHESTER	Summarized transactions: 7	2,022.15
248	WESCO DISTRIBUTION INC	Summarized transactions: 11	1,992.88
249	CENTURYLINK (P)	Summarized transactions: 6	1,992.62
250	MINNESOTA ENERGY RESOURCES CO	Summarized transactions: 6	1,933.24

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For 04/11/2020 To 05/10/2020
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251	D P C INDUSTRIES INC	Summarized transactions: 2	1,808.63
252	CDW GOVERNMENT INC	Summarized transactions: 10	1,595.73
253	INNOVATIVE OFFICE SOLUTIONS L	Summarized transactions: 14	1,534.60
254	CINTAS CORP	Summarized transactions: 10	1,468.44
255	MCMASTER CARR SUPPLY COMPANY	Summarized transactions: 25	1,460.94
256	NARDINI FIRE EQUIPMENT CO INC	Summarized transactions: 4	1,456.45
257	HALO BRANDED SOLUTIONS	Summarized transactions: 6	1,455.69
258	PLANT & FLANGED EQUIPMENT CO	Summarized transactions: 5	1,357.60
259	EPLUS TECHNOLOGY INC	Summarized transactions: 4	1,347.08
260	ERC WIPING PRODUCTS INC	Summarized transactions: 4	1,332.94
261	PRO-VISION INC	Summarized transactions: 5	1,262.51
262	ACCORD ELECTRIC INC	Summarized transactions: 2	1,258.42
263	POLLARDWATER dba	Summarized transactions: 8	1,229.06
264	GOODIN COMPANY	Summarized transactions: 2	1,204.56
265	GRAINGER INC	Summarized transactions: 16	1,159.50
266	USA BLUE BOOK DBA	Summarized transactions: 4	1,152.69
267	FASTENAL COMPANY	Summarized transactions: 16	1,146.50
268	KLAMERUS DOUG	Summarized transactions: 4	1,083.31
269	CRESCENT ELECTRIC SUPPLY CO	Summarized transactions: 20	1,083.24
270	THOMAS TOOL & SUPPLY INC	Summarized transactions: 3	1,025.94
271	NETWORK SERVICES COMPANY	Summarized transactions: 9	987.87
272	EMEDCO INC	Summarized transactions: 6	982.73
273	DOWCO VALVE COMPANY INC	Summarized transactions: 3	975.23
274	MCNEILUS STEEL INC	Summarized transactions: 3	964.08
275	WINKELS ELECTRIC INC	Summarized transactions: 1	917.46
276	KENNEDY & GRAVEN CHARTERED	Summarized transactions: 1	878.00
277	TMS JOHNSON INC	Summarized transactions: 5	866.00
278	ACKERMAN JULIE	Summarized transactions: 1	851.53
279	K A A L TV LLC	Summarized transactions: 1	820.00
280	EVOQUA WATER TECHNOLOGIES LLC	Summarized transactions: 4	793.54
281	GARCIA GRAPHICS INC	Summarized transactions: 5	783.00
282	ON SITE SANITATION INC	Summarized transactions: 5	764.65
283	POMPS TIRE SERVICE INC	Summarized transactions: 2	752.19
284	NAPA AUTO PARTS dba	Summarized transactions: 14	748.89
285	FAST PHONE REPAIR LLC	Summarized transactions: 2	737.43
286	THE ENERGY AUTHORITY INC	Summarized transactions: 1	735.42
287	VENTURE PRODUCTS INC	Summarized transactions: 1	730.17
288	ADVANCED DISPOSAL SVC SOLID W	Summarized transactions: 3	708.41
289	VIRTEVA LLC	Summarized transactions: 2	700.00
290	INSTITUTE FOR ENVIRONMENTAL	Summarized transactions: 1	696.00
291	WESTMOR FLUID SOLUTIONS LLC	Summarized transactions: 3	641.15
292	PEOPLES ENERGY COOPERATIVE	Summarized transactions: 2	626.26
293	DELL MARKETING LP	Summarized transactions: 4	621.33
294	POWER DELIVERY PROGRAM INC	Summarized transactions: 1	616.00
295	GLOBAL INDUSTRIAL (P)	Summarized transactions: 3	612.15
296	PAAPE ENERGY SERVICE INC	Summarized transactions: 1	607.00
297	BOB THE BUG MAN LLC	Summarized transactions: 1	577.12
298	QUALITY INDOOR AIR (P)	Summarized transactions: 2	571.56
299	PFANNENBERG SALES AMERICA LLC	Summarized transactions: 2	563.16
300	ARNOLDS SUPPLY & KLEENIT CO (Summarized transactions: 13	556.65

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For 04/11/2020 To 05/10/2020
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301	HALLBERG ENGINEERING INC	Summarized transactions: 1	540.00
302	CHS ROCHESTER	Summarized transactions: 1	516.25
303	CHS ROCHESTER	Summarized transactions: 1	516.25
304	FORBROOK LANDSCAPING SERVICES	Summarized transactions: 1	510.82
305	NUVERA	Summarized transactions: 1	510.32
306	CITY LAUNDERING COMPANY	Summarized transactions: 4	500.08
307	DAKOTA SUPPLY GROUP	Summarized transactions: 10	495.46
308	CRYSTEEL TRUCK EQUIPMENT INC	Summarized transactions: 2	489.06
309	JOHN HENRY FOSTER MN INC (P)	Summarized transactions: 3	488.81
310	STATE SUPPLY CO	Summarized transactions: 4	486.32
311	MENARDS ROCHESTER NORTH	Summarized transactions: 9	462.00
312	SMART ENERGY SYSTEMS LLC	Summarized transactions: 1	456.46
313	INTERSTATE MOTOR TRUCKS INC	Summarized transactions: 6	454.91
314	ACCURATE CALIBRATION SERVICES	Summarized transactions: 2	454.46
315	DIAMOND RIDGE PRINTING	Summarized transactions: 1	444.96
316	MACQUEEN EQUIPMENT	Summarized transactions: 2	441.56
317	SUMMIT FIRE PROTECTION INC	Summarized transactions: 1	440.00
318	HARRIS ROCHESTER INC	Summarized transactions: 2	439.46
319	ADVANCE AUTO PARTS	Summarized transactions: 13	429.29
320	OSMOSE UTILITIES SERVICES INC	Summarized transactions: 2	428.18
321	PEOPLES ENERGY COOPERATIVE	Summarized transactions: 1	424.54
322	MEP ASSOCIATES LLC	Summarized transactions: 1	420.94
323	BECKLEYS OFFICE PRODUCTS INC	Summarized transactions: 3	417.30
324	NORTHERN / BLUETARP FINANCIAL	Summarized transactions: 3	416.98
325	IDVILLE dba (P)	Summarized transactions: 3	404.37
326	MISSISSIPPI WELDERS SUPPLY CO	Summarized transactions: 10	403.34
327	LEAGUE OF MN CITIES INS TRUST	Summarized transactions: 1	399.00
328	CORPORATE WEB SERVICES INC	Summarized transactions: 1	396.00
329	POWER DYNAMICS INC	Summarized transactions: 5	386.18
330	CANNON ELECTRIC MOTOR dba	Summarized transactions: 1	376.40
331	HAWKINS INC	Summarized transactions: 2	373.72
332	TALLMAN EQUIPMENT CO INC	Summarized transactions: 3	368.31
333	BOLTON AND MENK (P)	Summarized transactions: 2	350.00
334	CENTURYLINK	Summarized transactions: 1	344.05
335	HYDRA POWER HYDRAULICS INC	Summarized transactions: 3	332.40
336	BADGER METER INC (P)	Summarized transactions: 8	329.33
337	ELECTRO INDUSTRIES/GAUGE TECH	Summarized transactions: 3	325.97
338	BROWN C O INS AGENCY INC	Summarized transactions: 3	325.00
339	ANDERSON JUDITH	Summarized transactions: 1	315.00
340	GRAYBAR ELECTRIC COMPANY INC	Summarized transactions: 1	299.70
341	ROCH PLUMBING & HEATING CO IN	Summarized transactions: 1	298.98
342	NORTHERN / BLUETARP FINANCIAL	Summarized transactions: 4	288.13
343	MN SUPPLY COMPANY INC (P)	Summarized transactions: 1	280.00
344	1SOURCE	Summarized transactions: 2	278.40
345	WPS ANTENNAS.COM DBA	Summarized transactions: 2	273.45
346	VERIZON WIRELESS	Summarized transactions: 1	269.63
347	MENARDS ROCHESTER SOUTH	Summarized transactions: 8	269.27
348	WABASHA IMPLEMENT	Summarized transactions: 2	263.29
349	FEDEX SHIPPING	Summarized transactions: 12	254.97
350	MN DEPT OF HEALTH	Summarized transactions: 1	250.00

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For 04/11/2020 To 05/10/2020
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351	HIGH FOREST BOBCAT SERVICE LL	Summarized transactions: 1	248.48
352	POWER SYSTEMS ENGINEERING INC	Summarized transactions: 1	247.50
353	TCIC INC	Summarized transactions: 2	244.21
354	WATER SYSTEMS COMPANY	Summarized transactions: 7	237.05
355	WARNING LITES OF MN INC (P)	Summarized transactions: 1	230.00
356	ADLERS SPORTING GOODS INC	Summarized transactions: 1	224.00
357	FIRST SUPPLY (P)	Summarized transactions: 2	223.75
358	TEREX UTILITIES INC	Summarized transactions: 2	223.72
359	ABRASIVES INCORPORATED	Summarized transactions: 5	223.30
360	VANCO SERVICES LLC	Summarized transactions: 1	217.74
361	CLAREY'S SAFETY EQUIPMENT dba	Summarized transactions: 1	213.75
362	MN VALLEY TESTING LABS INC	Summarized transactions: 1	200.00
363	ADVANCED BUSINESS SYSTEMS INC	Summarized transactions: 2	199.05
364	MALLOY ELECTRIC dba	Summarized transactions: 2	197.65
365	CINTAS CORP	Summarized transactions: 1	195.19
366	MIDWEST MECHANICAL SOLUTIONS	Summarized transactions: 1	192.38
367	ARROW ACE HARDWARE (P)	Summarized transactions: 1	179.96
368	KLAMERUS DOUG	Summarized transactions: 1	175.00
369	AMERICAN FENCE COMPANY	Summarized transactions: 1	159.24
370	SNAP ON INDUSTRIAL	Summarized transactions: 2	159.24
371	MN POLLUTION CONTROL AGENCY	Summarized transactions: 1	151.07
372	ALL SEASONS POWER & SPORT INC	Summarized transactions: 2	147.81
373	CLEMENTS CHEVROLET CADILLAC S	Summarized transactions: 2	146.27
374	GREAT RIVER ENERGY	Summarized transactions: 1	144.63
375	ELITE CARD PAYMENT CENTER	Summarized transactions: 3	141.25
376	FRONTIER	Summarized transactions: 1	139.41
377	SHERWIN WILLIAMS CO	Summarized transactions: 3	132.48
378	SNAP ON INDUSTRIAL	Summarized transactions: 1	128.86
379	CHARTER COMMUNICATIONS	Summarized transactions: 1	122.82
380	KAMAN INDUSTRIAL TECHNOLOGIES	Summarized transactions: 3	122.28
381	MOTOROLA INC	Summarized transactions: 1	121.84
382	GILLUND ENTERPRISES	Summarized transactions: 3	120.13
383	TRUCKIN' AMERICA	Summarized transactions: 1	118.63
384	MENARDS ROCHESTER NORTH	Summarized transactions: 3	113.42
385	MCMASTER CARR SUPPLY COMPANY	Summarized transactions: 1	113.15
386	TRUCK UTILITIES INC	Summarized transactions: 2	108.61
387	KRUSE LUMBER	Summarized transactions: 2	105.36
388	VIKING ELECTRIC SUPPLY INC	Summarized transactions: 1	102.86
389	SHERWIN WILLIAMS CO	Summarized transactions: 1	86.04
390	SLEEPY EYE TELEPHONE CO	Summarized transactions: 1	84.76
391	ULINE	Summarized transactions: 1	84.41
392	MISSISSIPPI WELDERS SUPPLY CO	Summarized transactions: 2	79.24
393	ZEE MEDICAL SERVICE INC (P)	Summarized transactions: 3	74.70
394	ITRON INC	Summarized transactions: 1	70.40
395	CENTER FOR ENERGY AND ENVIRON	Summarized transactions: 1	60.92
396	HACH COMPANY	Summarized transactions: 2	60.56
397	FIRST SUPPLY (P)	Summarized transactions: 2	57.48
398	MCFARLAND JESSE	Summarized transactions: 1	55.00
399	ANDRIST HEIDI	Summarized transactions: 1	55.00
400	RADWELL INTL INC	Summarized transactions: 9	53.95

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For 04/11/2020 To 05/10/2020
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401	FORUM COMMUNICATIONS COMPANY	Summarized transactions: 1	51.04
402	A T & T MOBILITY	Summarized transactions: 1	50.05
403	PROPERTY RECORDS OLMSTED COUN	Summarized transactions: 1	50.00
404	REBATES	Summarized transactions: 2	50.00
405	RONCO ENGINEERING SALES INC	Summarized transactions: 1	49.65
406	MENARDS ROCHESTER SOUTH	Summarized transactions: 1	47.00
407	BATTERIES PLUS	Summarized transactions: 4	46.81
408	DAVE SYVERSON TRUCK CENTER IN	Summarized transactions: 1	39.28
409	SANCO EQUIPMENT LLC	Summarized transactions: 1	36.42
410	PUGLEASA COMPANY INC	Summarized transactions: 1	33.92
411	CENTRAL FINANCE OLMSTED COUNT	Summarized transactions: 1	33.74
412	ROCH RESTAURANT SUPPLY	Summarized transactions: 1	32.06
413	ADVANCED BUSINESS SYSTEMS INC	Summarized transactions: 2	30.03
414	DAVIES PRINTING COMPANY INC	Summarized transactions: 1	26.72
415	TOTAL RESTAURANT SUPPLY	Summarized transactions: 3	26.58
416	PROPERTY TAXES OLMSTED COUNTY	Summarized transactions: 1	26.00
417	MINNESOTA ENERGY RESOURCES CO	Summarized transactions: 1	23.70
418	MCDOWELL SEAN W	Summarized transactions: 1	19.00
419	FEDEX SHIPPING	Summarized transactions: 1	10.81
420	MISTER CARWASH	Summarized transactions: 1	6.66
421	T E C INDUSTRIAL INC	Summarized transactions: 1	6.32
422	XCEL ENERGY CORP	Summarized transactions: 1	6.26
423	THRONDSOIL OIL & LP GAS CO	Summarized transactions: 1	5.33
424			
425		Price Range Total:	181,717.84
426			
427			
428		Grand Total:	9,256,229.90

Attachment: AP Board CrMo (11973 : Review of Accounts Payable)

FOR BOARD ACTION

Agenda Item # (ID # 11974)

Meeting Date: 5/19/2020

SUBJECT: RPU Index of Board Policies

PREPARED BY: Christina Bailey

ITEM DESCRIPTION:

UTILITY BOARD ACTION REQUESTED:

ROCHESTER PUBLIC UTILITIES		
INDEX OF BOARD POLICIES		
	REVISION DATE	RESPONSIBLE BOARD COMMITTEE
BOARD		
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
CUSTOMER		
12. Customer Relations	4/30/2019	Ops & Admin
13. Public Information and Outreach	4/30/2019	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	12/17/2019	Finance
17. Electric Service Availability	10/29/2019	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
ADMINISTRATIVE		
22. Acquisition and Disposal of Interest in Real Property	12/19/2017	Ops & Admin
23. Electric Utility Cash Reserve Policy	1/28/2020	Finance
24. Water Utility Cash Reserve Policy	1/28/2020	Finance
25. Charitable Contributions	6/25/2019	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	9/24/2019	Communications
32. Undergrounding Policy (PENDING)	PENDING	Ops & Admin
Red - Currently being worked on		
Yellow - Will be scheduled for revision		