

MEETING AGENDA – JANUARY 26, 2021

COMMUNITY ROOM
4000 EAST RIVER ROAD NE
ROCHESTER, MN 55906

4:00 PM

This meeting will be conducted pursuant to Minnesota Statutes Section 13D.021 and members may appear electronically. Public access is closed to comply with state health guidance during the pandemic. When calling in by phone, join the meeting via the Microsoft Teams dial-in number listed below. Please remember to mute your phone until it is your turn to speak; press *6 to mute and unmute your phone.

**The meeting will be live-streamed on the following web address:
<rtmp://a.rtmp.youtube.com/live2>**

In addition, a recording will be available after the meeting on the City's website.

Dial-In-Number: 1-347-352-4853. Conference ID: 102 738 21#.

Call to Order

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

1. Public Utility Board - Regular Meeting - Dec 15, 2020 4:00 PM
2. Review of Accounts Payable
3. Economic Development Credit Rate Tariff Update
Resolution: Economic Development Credit Rate Tariff Update

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.)

4. Regular Agenda

1. Master Pole Attachment Agreement (2021)
Resolution: Master Pole Attachment Agreement (2021)
2. Microsoft Enterprise Agreement License Renewal
3. Resolution: Microsoft Enterprise Agreement License Renewal

5. Informational

1. District Energy System Utility
2. Contribution in Lieu of Taxes

6. Board Liaison Reports

1. RPU Index of Board Policies
2. RPU Board Committee Assignments 2021

7. General Managers Report

8. Division Reports & Metrics

1. Division Reports and Metrics - January 2021

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.iqm2.com/Citizens/Default.aspx>



MEETING MINUTES – DECEMBER 15, 2020

COMMUNITY ROOM
4000 EAST RIVER ROAD NE
ROCHESTER, MN 55906

4:00 PM

This meeting will be conducted pursuant to Minnesota Statutes Section 13D.021 and members may appear electronically. Public access is closed to comply with state health guidance during the pandemic. When calling in by phone, join the meeting via the Microsoft Teams dial-in number listed below. Please remember to mute your phone until it is your turn to speak; press *6 to mute and unmute your phone.

**The meeting will be live-streamed on the following web address:
<https://youtu.be/76K13r2gox4>**

In addition, a recording will be available after the meeting on the City's website.

Dial-In Number: 1-347-352-4853. Conference ID: 267 233 715#.

Call to Order

1. Approval of Agenda

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

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

2. Safety Moment

Vice President Johnson spoke regarding the hazards of hanging up and taking down outdoor Christmas decorations and reminded people to be careful around power lines when using a ladder or lift.

3. Consent Agenda

1. Public Utility Board - Regular Meeting - Nov 24, 2020 4:00 PM

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

2. Review of Accounts Payable

Board Member Tim Haskin asked about the difference between payments for a property renewal policy and commercial property renewal to North Risk Partners. Director of Corporate Services Peter Hogan stated that property renewal pertains to real estate and equipment and commercial property renewal is for liability. Mr. Haskin also inquired about a yearly relationship fee payment to Fitch Inc. Mr. Hogan said this is for annual maintenance for RPU's outstanding bonds.

Minutes Acceptance: Minutes of Dec 15, 2020 4:00 PM (Consent Agenda)

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

NEW BUSINESS

Open Comment Period

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

No public comments were received.

4. Consideration Of Bids

1. Lump Sum and Hourly Power Line Clearance Tree Trimming

RPU received sealed bids for power line clearance tree trimming services on December 1, 2020, both for day-to-day hourly work and for lump-sum work on specific circuits. Asplundh Tree Expert LLC was the low bidder for the hourly work and for lump-sum work on circuit 301, at \$678,532.50. The hourly contract is for a five-year term beginning on January 1, 2021 and is subject to rate negotiation after the first year. The circuit work will be performed based on RPU's maintenance cycle and is to be completed by the end of November 2021.

Wright Tree Service, Inc was awarded the contract for circuit 405B, with a bid of \$75,765.74, and New Age Tree Service of MN was awarded the contract for circuits 303, 405A, 614 and 813, with a bid of \$932,896.

Buyer Mona Hoeft stated that \$1.6 million is budgeted for this work.

President Morgan asked about the lack of competitive bids and how New Age Tree Service's bids compared to past year's bids. Ms. Hoeft stated the rates were very competitive with no concerns on pricing.

Resolution: Lump Sum and Hourly Power Line Clearance Tree Trimming

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve a contract agreement, subject to available budget, and authorize the Mayor and the City Clerk to execute the agreement for:

LUMP SUM AND HOURLY POWER LINE CLEARANCE TREE TRIMMING

The amount of the contract agreement to be as follows: Asplundh Tree Expert LLC for SIX HUNDRED SEVENTY-EIGHT THOUSAND FIVE HUNDRED THIRTY-TWO AND 50/100 DOLLARS (\$678,532.50), Wright Tree Service, Inc. for SEVENTY-FIVE THOUSAND SEVEN HUNDRED SIXTY-FIVE AND 74/100 DOLLARS (\$75,765.74), and New Age Tree Service of MN for NINE HUNDRED THIRTY-TWO THOUSAND EIGHT HUNDRED NINETY-SIX AND 00/100 DOLLARS (\$932,896.00).

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 15th day of December, 2020.

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

2. Directional Boring (48th Street SW Project)

Buyer Mona Hoeft said RPU staff is currently in negotiations with R&M Development to provide an open trench for the installation of feeders to serve a subdivision along the right-of-way of 48th Street SW. Staff had initially sought bids in September for this feeder extension project, but after further consideration, has chosen to reject all bids and look for other construction options to better serve the area. RPU is working with the property owners at this time to secure an agreement that will mutually benefit both parties.

President Morgan asked how cost negotiations and construction arrangements will work with the developer. This area has a lot of solid rock, said Senior Electrical Engineer Steve Cook, preventing the use of standard equipment for boring, which is why staff has chosen to work with the developer. Mr. Cook said RPU has done similar work in the past.

Resolution: Directional Boring (48th St SW Project)

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve a resolution to reject all bids for Directional Boring (48th St SW Project) received by Rochester Public Utilities on September 21, 2020.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 15th day of December, 2020.

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

5. Regular Agenda

1. 2021 Authorized Depositories

Director of Corporate Services Peter Hogan presented a request to the Board to authorize depositories for utility monies for the year 2021. This is an annual request and RPU uses the same depositories as the City.

Vice President Johnson abstained from the vote.

Resolution: 2021 Authorized Depositories

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, that the following banks, authorized to do business in Minnesota, are the designated depositories for the demand deposit accounts and temporary investment of funds of Rochester Public Utilities, City of Rochester, Minnesota, within the limits established by the City of Rochester, for the term commencing January 1, 2021 through the 31st day of December, 2021.

US Bank

Wells Fargo

Bayerische Landesbank

The above depositories, and any added during the term by the City Finance Director, shall pay interest at such rates or rates, per annum, as may be mutually agreed upon by Rochester Public Utilities and the respective depository at the time such deposits and investments are made.

The depository shall pay on demand all deposits subject to payment on demand, with accrued interest, and pay on demand all time deposits with accrued interest, at or after maturity.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 15th day of December, 2020.

RESULT:	ADOPTED [4 TO 0]
MOVER:	Michael Wojcik, Board Member
SECONDER:	Brett Gorden, Board Member
AYES:	Brett Gorden, Tim Haskin, Brian Morgan, Michael Wojcik
ABSTAIN:	Melissa Graner Johnson

2. Silver Lake Dam Modification Funding

The Board was asked to clarify the language of a resolution that was passed at the November 24, 2020 meeting regarding RPU's \$1.24 million contribution towards the Silver Lake Dam Modification project. Questions were raised about whether the funds committed would only provide for the removal of the dam, which is estimated at \$350,000. General Manager Mark Kotschevar said the intent is to fund the full amount of the contribution to fund both removal of the dam and the estimated avoided cost of maintenance expenses over the next 20 years, and recognizes the cessation of those expenses being funded by electric utility rates. It was not intended to fund a single line item, specifically removal of the dam, in the project cost estimate. To provide more clarity, new resolution language, approved by the city attorney, was proposed. Board Member Michael Wojcik stated the City Council voted on December 14, 2020 to proceed with the study for this project.

Resolution: Silver Lake Dam Modification Funding

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve a contribution of \$1.24 million towards the Silver Lake Dam Modification Project, contingent on the final project resulting in the removal of the existing dam with no further maintenance expenses attributed to RPU ratepayers.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 15th day of December, 2020.

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

6. Board Liaison Reports

The Board's policy on Contribution in Lieu of Taxes will be next in line for revision and will be placed on the agenda for January 26, 2021. The Board will also be asked to review the Joint Use of Fixed Facilities policy.

7. General Managers Report

General Manager Mark Kotschevar spoke regarding RPU's 2021 strategic initiatives. Firstly, the utility's 3-year strategic road map for 2021-2023 needs to be updated. He asked that the Board's Strategic Planning Committee begin to discuss and develop strategic initiatives around RPU's 5 R's (Reputation, Relationships, Responsibility, Rates and Reliability), then bring this to the full Board for input in February 2021. RPU's executive team will then further review and update the road map, bringing it back to the Board at the end of the second quarter. The road map sets direction for the Board and staff in terms of the budget and priorities.

The design and construction of a City district energy system is the next big initiative. Beginning in January, the Board will begin discussions on whether there is consensus around RPU being the owner and operator of that system.

The 2030 RPU Resource Plan needs to be renewed and updated with current pricing. A long-range financial plan will be reviewed in the first quarter for updates. A timeline for critical decision points will need to be developed to start discussions with the Board and the Council. Another initiative is the development of plans for implementation for the Burns and McDonnell white paper on demand side management technologies. The target date will be third quarter 2021.

Rate recommendations are being developed based on the electric cost of service study. An in-person Board study session is proposed in the March time frame, if possible, to build consensus on which recommendation to move forward on for budget and rates discussion for 2022. RPU's new time-of-use rate begins in January and the Neighbors Chipping In program will begin in February.

Staff is currently working on a business case and potential implementation strategy for AMI (Advanced Metering Infrastructure) and will bring this to the Board in February as an informational item to determine how technologies can be leveraged going forward.

RPU is still a member of CapX, as the only municipal. Currently, the group is doing regional transmission planning in the state, and will do additional studies in 2021 regarding the future needs of the high voltage transmission system to support the increased renewables in the MISO planning process. There may be investment opportunities for RPU and the City in future high voltage socially paid-for transmission additions that are needed. The new north Rochester substation built as part of the original CapX, north of Pine Island, for example, is an integral substation for future high voltage transmission connections to the regional grid and RPU is part of that project, therefore integral to these discussions.

RPU's biggest project for 2021 is the new Marion Road Substation, currently in the design phase, with substantial completion slated for the end of 2021. A major component is the underground duct and manhole system taking the feeders from the sub to the downtown core. Design of the system has kicked off with construction slated for third quarter 2021 and completion at the end of 2022 or beginning of 2023.

An update to the utility's customer care and billing system, Cayenta, is due to start in the beginning of second quarter, and staff is developing a work plan.

RPU's plans for a northwest solar farm is underway, and staff is working with the solar developer and the city attorney's office on securing the land. Construction will occur in 2021. The LED streetlight conversion project will be underway in 2021 and completed by the end of the year.

The water utility is converting old well #16 into a multi-aquifer monitoring well that will provide information for RPU, the DNR and other agencies for water sustainability modeling. New well #42 will be drilled before the end of 2020, and a new well house built.

The Board will need to define water storage needs in the Baihly high-level service area in mid-year 2021. Discussion will center around development plans and the needs of the community in order to appropriate dollars for the 2022 budget.

The water utility will be experiencing a multitude of upcoming DMC projects. RPU will partner with Rochester Public Works in the North Broadway reconstruction project under discussion

now. Discovery Walk and the 12th Avenue SW project are other big DMC projects that will affect the water utility infrastructure.

The replacement of over a mile of the City's worst-performing water mains to keep the system up-to-date is currently being studied and plans will be kicked-off in 2021.

8. Division Reports & Metrics

No discussion.

9. Other Business

RPU Board members thanked outgoing Board Member Michael Wojcik for his service on the utility board from 2012-2020.

10. 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 # 12821)

Meeting Date: 1/26/2021

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 12/10/2020 To 01/11/2021
Consolidated & Summarized Below 1,000

Greater than 50,000 :

SOUTHERN MN MUNICIPAL POWER A	December SMMPA Bill	6,831,587.20
CITY OF ROCHESTER	Water Utility Share Costs 2020	914,723.66
MN DEPT OF REVENUE	November Sales and Use Tax	605,924.78
CONSTELLATION NEWENERGY-GAS D	November Gas-SLP	250,414.86
ALTEC INDUSTRIES INC	Digger Derrick & Utility Body Install w/Trade In	156,227.00
ELCOR CONSTRUCTION INC	Watermain Reconstruction	155,709.07
SAP PUBLIC SERVICES INC	2021 SAP Enterprise Support	127,076.26
OSI - OPEN SYSTEMS INTERNATIO	OSI SCADA System Upgrade	105,611.50
MN DEPT OF HEALTH	Community Water Supply Fee Oct-Dec 2020	96,828.00
NEW AGE TREE SERVICE INC	801C Tree Clearance	95,733.28
BENIKE CONSTRUCTION (P)	Mechanical Systems Upgrade-Nov & December	95,296.36
ULTEIG ENGINEERS INC	Marion Rd Sub Proposal (3001,7001,8601)	82,906.25
OSI - OPEN SYSTEMS INTERNATIO	2021 Monarch Gold Support and Service	81,520.47
POWER SYSTEMS ENGINEERING INC	Arc Flash Study	62,728.00
TRAUT COMPANIES	Removal of Sand from Well #16	60,820.00
UTTEGRATION LLC	SAP Tech Upgrade	56,086.25

Price Range Total:

9,779,192.94

5,000 to 50,000 :

DECOOK EXCAVATING INC	Right of Way Clearing (60th Ave NW)	44,730.00
HYLAND LLC	2021 Perceptive Software Maintenance	44,560.76
PAYMENTUS CORPORATION	November Electronic Bill Payment Services	44,470.80
DOBLE ENGINEERING COMPANY	2021 M4100 Insulation Analyzer	42,568.31
CRYSTEEL TRUCK EQUIPMENT INC	Dump Body for Chassis V675	40,772.59
CONSTELLATION NEWENERGY-GAS D	November Gas-CC	39,057.55
CENTRAL MINNESOTA MUNICIPAL P	December Capacity	37,400.00
MN DEPT OF COMMERCE	Q3FY 2021 Indirect Assessment	36,266.62
N HARRIS COMPUTER CORP	Cayenta Implementation Services	32,500.00
RANGER CHEVROLET	2021 GMC Sierra 2500 4x4 (V669)	30,837.76
STUART C IRBY CO INC	192EA-Luminaire, Commercial, LED, PC, 12	29,856.00
PEOPLES ENERGY COOPERATIVE (P	December Compensable	29,640.95
THE ENERGY AUTHORITY INC	Renewable Energy Credits	28,135.00
XYLO TECHNOLOGIES INC	2020 IT Helpdesk Support	27,456.00
DOXIM UTILITEC LLC	December Bill Print and Mail Services	27,078.79
SMITH ENGINEERING INC	Reverse Osmosis for Cascade Creek	25,514.00
MASTEC NORTH AMERICA INC	2020 Joint Trench Directional Boring	24,995.55
RESCO	36EA-SL Pole, 25', Residential, 21' Mtg	23,521.69
THE ENERGY AUTHORITY INC	December Resource Mgmt Fee	23,929.29
STUART C IRBY CO INC	2EA-Trans, PM, 3ph, 500kVA, 13.8/8, 480	22,700.00
A & A ELECT & UNDERGROUND CON	2017-2022 Directional Boring	19,441.90
STUART C IRBY CO INC	4EA-Trans, PM, 3ph, 45kVA, 13.8/8, 208/120	19,044.00
CASTLEWOOD HOMES INC	Oversize Watermain Reim-Hart Farm South	17,041.83
McGRANN SHEA CARNIVAL STRAUGH	2020 Retainer - 3rd & 4th Quarter	17,000.00
HOUCK TRANSIT ADVERTISING	Bus Sign Advertisements	14,997.09
WRIGHT TREE SERVICE INC	Hourly Tree Removal 2019-2020~	14,996.70
PUBLIC WORKS DEPT OLMSTED COU	CSAH 9 Reconstruct Water Main	14,589.00
ULTEIG ENGINEERS INC	Marion Road Q2 Transmission Work	14,588.50
TELVENT USA LLC	Responder Adapter for SCADA	14,428.13

Attachment: AP Board CrMo (002) (12821 : Review of Accounts Payable)

ROCHESTER PUBLIC UTILITIES
A/P Board Listing By Dollar Range
For 12/10/2020 To 01/11/2021
Consolidated & Summarized Below 1,000

53	CONSTELLATION NEWENERGY-GAS D	November Gas-WES	14,362.58
54	CRESCENT ELECTRIC SUPPLY CO	6000FT-Wire, AL, 600V, 350-4/0 NEU YS Tr	14,112.00
55	T & R ELECTRIC SUPPLY CO INC	3EA-Trans, PM, 3ph, 75kVA, 13.8/8, 208	14,073.00
56	BLUESPIRE STRATEGIC MARKETING	2020-23 RPU Plugged In Contract	13,615.00
57	VISION COMPANIES LLC (P)	Staff Development	13,462.50
58	WARTSILA NORTH AMERICA	12EA-WS Prechamber Control Valve	13,426.80
59	BURNS & MCDONNELL INC (P)	Cost of Survey and Rate Design	13,126.25
60	AE2S INC	Water Comprehensive Plan	13,008.21
61	KANTOLA CONSULTING	Cayenta, Time of Use & SEW Project Meetings	12,960.00
62	KASCADE PLACE LLC	Deposit Refund	12,604.47
63	CENTURYLINK (P)	2018-23 Monthly Telecommunications	12,231.11
64	E Source Companies LLC	Professional Services for AMI Solutions	12,044.00
65	PARAGON DEVELOPMENT SYSTEMS I	2020 IT Help desk consultant	11,890.00
66	STUART C IRBY CO INC	1EA-Trans, PM, 3ph, 500kVA, 13.8/8, 208	11,879.00
67	US BANK - VOYAGER	December Fuel	11,836.27
68	WATER RESEARCH FOUNDATION	WRFMBR Membership 2/1/21-1/31/22	11,157.00
69	EPLUS TECHNOLOGY INC	3EA-Catalyst 9200 switch 48-port	11,005.05
70	ULTEIG ENGINEERS INC	2019-20 Engineering T&D	10,885.75
71	VERIZON WIRELESS	2020 Cell & iPad Monthly Service	10,884.00
72	IGNITION SYSTEMS & CONTROLS I	60EA-Spark plug	10,620.00
73	RESCO	3000FT-Conduit, HDPE, 5.00, Empty, SDR 1	10,440.00
74	ARCHKEY TECHNOLOGIES dba	Telecom Room Remodel	10,215.11
75	CENTURY FENCE CO INC	Marion Road Sub Fence Part 3	9,545.00
76	VIKING ELECTRIC SUPPLY INC	2280FT-Conduit, PVC Sch 40, 4.00	9,468.84
77	PARAGON DEVELOPMENT SYSTEMS I	Technical Support Services	9,064.76
78	ELEMENTAL AIR LLC	West Side Air Emission Testing	8,584.00
79	STUART C IRBY CO INC	1EA-Trans, PM, 3ph, 300kVA, 13.8/8, 208	8,270.00
80	SIEMENS INDUSTRY INC (P)	2021 CAPE software maintenance	8,191.10
81	CITY OF ROCHESTER	City HR Investigation	7,997.90
82	MAINE HEIGHTS LLC	CIP-LED-Bulbs, Dishwashers, A/C-Rebates-Incentive	7,562.23
83	GATEWAY PRODUCTS GROUP	40EA-Spark plug	7,488.00
84	ELITE CARD PAYMENT CENTER	Staff Training	7,150.00
85	SCHWEITZER ENGINEERING LAB IN	SCADA Communication Equipment	7,128.56
86	QUANTITATIVE MARKET INTELLIGE	2020 Qtly Customer Satisfaction Survey	6,412.50
87	ADVANTAGE DIST LLC (P)	4989GAL-Urea 32, WES	6,336.03
88	NEW AGE TREE SERVICE INC	Well House Project	6,267.00
89	ARCHKEY TECHNOLOGIES dba	Scada Network Infrastructure Cabling	6,223.33
90	FIRST ALLIANCE CREDIT UNION	CIP-Lighting (C&I)-Incentives/Rebates	6,185.00
91	LOCATORS AND SUPPLIES	1EA-Locator	5,993.00
92	DNV GL NOBLE DENTON USA LLC	2021 Synergi Elec maint and support	5,792.79
93	ELEVATE MARKETING SOLUTIONS L	Advertising 2020	5,781.00
94	EPLUS TECHNOLOGY INC	2020 Network maintenance services	5,565.00
95	PALMER SODERBERG INC	Main Hallway Ceiling Grid	5,558.00
96	DELL MARKETING LP	5EA-Computer, Dell Optiplex 7080	5,522.45
97	BABCOCK & WILCOX CO (P)	15EA-Lens & Gskt Kit, MP3000, 1&2, Boile	5,471.63
98	ADVANTAGE DIST LLC (P)	220GAL-Oil, Transformer	5,464.80
99	CENTURYLINK	Monthly Internet Charges	5,442.00
100	RESCO	100EA-SL Hand Hole Cover, 25' FG Pole (18	5,333.06
101	NALCO COMPANY LLC	1DRM-Rinse, Resin, NALCO 7293.15 (DEMIN)	5,114.48
102	BOLTON AND MENK (P)	Professional Services - Antenna Review/Modification	5,075.00
103			
104		Price Range Total:	1,259,944.37

Attachment: AP Board CrMo (002) (12821 : Review of Accounts Payable)

ROCHESTER PUBLIC UTILITIES
A/P Board Listing By Dollar Range
For 12/10/2020 To 01/11/2021
Consolidated & Summarized Below 1,000

1,000 to 5,000 :

105			
106			
107			
108	JEREMIAH PROGRAM ROCHESTER SE	CIP-Custom (C&I)-Incentives/Rebates	4,971.13
109	CLAREY'S SAFETY EQUIPMENT dba	GT2 Gas Detector	4,892.32
110	TREATMENT RESOURCES INC	4EA-Vac. Reg. 201C5, Adv. Ser.200, 50ppd	4,860.00
111	STUART C IRBY CO INC	1EA-Trans, PM, 3ph, 45kVA,13.8/8,208/120	4,761.00
112	ROCHESTER ARMORED CAR CO INC	2020 Pick Up Services	4,749.00
113	POMPS TIRE SERVICE INC	8 Tires for Forklift	4,735.55
114	EPLUS TECHNOLOGY INC	5EA-Wireless Access Point (Internal Antenna)	4,523.45
115	STUART C IRBY CO INC	48EA-Cutout, 15KV, 100A, NLB, Poly	4,396.80
116	IDEXX DISTRIBUTION CORP	4CAS-Colilert, 100ml	4,351.96
117	PORTLAND REAL ESTATE LLC	Water Serv Abandon Dep Return-607 2nd ST	4,325.00
118	NORTHERN / BLUETARP FINANCIAL	WES Fuel Tank	4,168.11
119	HARRIS ROCHESTER INC (HIMEC)	Compressor Replacement @ CC Substation	4,109.74
120	CORE & MAIN LP (P)	2EA-WB67 Hydrant Bonnet	4,037.84
121	MINNESOTA ENERGY RESOURCES CO	November Gas-SLP	3,995.49
122	FRANKLIN ELECTRIC	2EA-LTC Position Monitor, (+/- 1ma)	3,978.00
123	ULINE	Gear lockers - SLP	3,934.07
124	TWIN CITY SECURITY INC	2020 Security Services	3,895.59
125	KATS EXCAVATING LLC	Serv Assured Repair	3,800.00
126	STUART C IRBY CO INC	100EA-Backlight shield	3,750.00
127	D P C INDUSTRIES INC	2020 Carus 8500 Aqua Mag F35	3,679.20
128	STUART C IRBY CO INC	3EA-Trans, PM, 1ph, 15kVA, 13.8/8, 240	3,639.00
129	EPLUS TECHNOLOGY INC	2EA-Catalyst 9200 switch 24-port	3,492.58
130	ONLINE INFORMATION SERVICES I	November & December Utility Exchange Report	3,484.27
131	EPLUS TECHNOLOGY INC	3EA-Catalyst 9200 network module	3,401.88
132	STUART C IRBY CO INC	3EA-Trans, PM, 1ph, 25kVA, 13.8/8, 240	3,342.00
133	EPLUS TECHNOLOGY INC	10EA-Cisco Phone 8845	3,260.10
134	BORDER STATES ELECTRIC SUPPLY	73EA-Meter, FM2S CL200 240V AMR	3,243.24
135	EPLUS TECHNOLOGY INC	3EA-Pwr Supply	3,214.23
136	GLOBAL RENTAL COMPANY INC	Truck Rental-Altec AT41M aerial device	3,206.25
137	PARSONS ELECTRIC dba	1JOB-Digital sign/monitor bracket instal	3,167.78
138	OPEN ACCESS TECHNOLOGY	2017-20 NERC Web Compliance Software	3,147.33
139	RESCO	24EA-Junction, LB, 200A, 4 Pos, w/Strap	3,146.40
140	ELITE CARD PAYMENT CENTER	Duel Motor Band Saw	3,134.54
141	OPEN ACCESS TECHNOLOGY	2017-20 NERC Web Compliance Software	3,055.66
142	BORENE LAW FIRM P.A.	Legal Services	2,959.04
143	IDEAL SERVICE COMPANY INC	2020 VFD inspections	2,915.00
144	D P C INDUSTRIES INC	2020 Chlorine, 150 lb Cyl	2,878.50
145	DAKOTA SUPPLY GROUP	15EA-Filter, Mini-pleat, 20 x 20 x 4, AH	2,810.60
146	WSB & ASSOCIATES	Marion Road Wetland Delineation Services	2,754.00
147	BORDER STATES ELECTRIC SUPPLY	100EA-Elbow, 15kV, 200A, LB,1/0 Sol,175-	2,724.00
148	STONE BY STONE PLUS LLC	Concrete Pad for a Transformer	2,671.88
149	MINNESOTA ENERGY RESOURCES CO	Natural Gas - CSC	2,556.14
150	BASLER ELECTRIC COMPANY	1EA-Relay, Basler BE1-51	2,504.00
151	ROCH AREA CHAMBER OF COMMERCE	Comm Matters Series Sponsor	2,500.00
152	GRAYBAR ELECTRIC COMPANY INC	5EA-Mast Arm, 6' for 2690	2,468.81
153	NOVASPECT INC	Delta V system scale down	2,427.04
154	VIKING ELECTRIC SUPPLY INC	Shoe for a 1/2" Pipe Bender	2,402.76
155	SUMMIT FIRE PROTECTION INC	5 Year Inspection on Sprinkler System	2,400.00
156	EPLUS TECHNOLOGY INC	2EA-Catalyst 9200 network module	2,267.92

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157	VIKING ELECTRIC SUPPLY INC	LED Bulbs,Wire,Connectors,Conduit,W Stripper,Etc	2,240.47
158	VIKING ELECTRIC SUPPLY INC	500ROL-Tape, Vinyl, .750" x 66' 3M Super	2,239.03
159	D P C INDUSTRIES INC	2020 Hydrofluorosilicic Acid - Delivered	2,224.07
160	K A A L TV LLC	December 2020 Advertising Spots	2,200.00
161	ELITE CARD PAYMENT CENTER	Wire Spool Rack	2,130.45
162	GOPHER STATE ONE CALL	Completed Tickets	2,085.75
163	EPLUS TECHNOLOGY INC	8EA-Twinax cable assy	2,054.00
164	EPLUS TECHNOLOGY INC	C9200 License (3 yrs)	2,036.00
165	VIKING ELECTRIC SUPPLY INC	544-4/0 Str MR- Blk,Wht,Red,Grn	2,018.77
166	SWANSON FLO-SYSTEMS COMPANY (1EA-Module, M.S.L. Limitorque M.O.V.Feed	2,000.70
167	KNXR - FM	December, 2020 Advertising Spots	2,000.00
168	VEOLIA ES TECHNICAL SOLUTIONS	High Intensity Disposal	1,995.27
169	ELITE CARD PAYMENT CENTER	Secure Site Pro SSL	1,990.00
170	SUMMIT FIRE PROTECTION INC	Labor & Matls Relocation/Replc-Sprinkler	1,945.13
171	CITY OF ROCHESTER	Sidewalk Assessment-1325 Marion Road SE	1,914.00
172	K A A L TV LLC	November Ads	1,900.00
173	ARCHKEY TECHNOLOGIES dba	Addition of DC Fiber Cable	1,889.02
174	RESCO	600EA-Lock, Trans. Security	1,885.28
175	IHEART MEDIA dba	November, 2020 radio spots	1,822.00
176	STUART C IRBY CO INC	28EA-Pedestal Dome Cover, Box Style	1,820.00
177	NALCO COMPANY LLC	1DRM-Chemical Polymer, NALCO 22300.15	1,754.63
178	MINNESOTA ENERGY RESOURCES CO	November Gas-WES	1,715.65
179	STUART C IRBY CO INC	28EA-Pedestal Base, Secondary, w/o Cover	1,680.00
180	YE OLDE BUTCHER SHOPPE OF ROC	CIP-Custom (C&I)-Incentives/Rebates	1,652.73
181	VERIZON CONNECT NWF INC	2020 Monthly Charge - GPS Fleet Tracking	1,638.97
182	CENTRAL STATES GROUP	4EA-Inlet Valve Packing Kit, Inst. Air-D	1,615.95
183	AMARIL UNIFORM COMPANY	8EA-Sweatshirt, FR two-tone, hooded zip	1,615.95
184	CLARK EQUIPMENT CO	1EA-Auger driver unit	1,551.90
185	EPLUS TECHNOLOGY INC	2EA-Catalyst 9200 stack module	1,488.08
186	WARTSILA NORTH AMERICA	20EA-WS Prechamber Starting Valve Sealin	1,483.80
187	BADGER METER INC (P)	24EA-Badger M25HRE CFReg Wired Itron	1,464.00
188	MIDCONTINENT ISO INC	December MISO Fees	1,451.50
189	TEREX UTILITIES INC	Cylinder	1,440.88
190	N HARRIS COMPUTER CORP	P-106401-Bill Print Rate STLT Non-Metere	1,440.00
191	EPLUS TECHNOLOGY INC	2EA-Power supply	1,428.54
192	BORDER STATES ELECTRIC SUPPLY	CT tools	1,416.61
193	GDS ASSOCIATES INC	MISO Atatch O Consulting Service	1,410.00
194	WESCO DISTRIBUTION INC	2EA-Vault, Fiber Optic, w/Cover 24"x36"x	1,390.76
195	TREATMENT RESOURCES INC	3EA-Rem. Meter Panel, 50ppd max	1,371.00
196	HARRIS ROCHESTER INC (HIMEC)	Test & Balance at WES	1,370.00
197	FEDEX FREIGHT INC	Freight for Counterweight, Door 45-58366	1,358.73
198	WIESER PRECAST STEPS INC (P)	1EA-Grd Sleeve, Switch Basement, PME	1,355.00
199	STUART C IRBY CO INC	20EA-Arrester, 10kV, Dist, Elbow MOV	1,343.00
200	BORDER STATES ELECTRIC SUPPLY	20EA-Anchor, 14.00" P.S., w/Rod & Twiney	1,331.00
201	PARAGON DEVELOPMENT SYSTEMS I	Veeam Data Protection Services SOW	1,320.00
202	KAMAN INDUSTRIAL TECHNOLOGIES	1EA-Filter, Desiccant, Liquid Fuel Brthr	1,317.56
203	PETERSON WELL DRILLING INC	Well cap for well #16	1,305.00
204	ALLIED VALVE INC	1EA-Transmitter, Pressure	1,305.00
205	HI LINE UTILITY SUPPLY CO (P)	5ROL-Pull Tape, Printed, .750" x 3000'	1,294.15
206	ELITE CARD PAYMENT CENTER	2 6 Ft Recycled Malibu Benches	1,283.03
207	PROFESSIONAL INSTRUMENTS CO	SLP sump pump shaft	1,282.50
208	CITY OF ROCHESTER	Nov 2020-WC Admin Fees	1,282.00

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209	EPLUS TECHNOLOGY INC	Catalyst 9200 service support	1,271.79
210	WESCO DISTRIBUTION INC	9EA-Current Monitor Relay, 120/240VAC SP	1,254.33
211	CHS ROCHESTER	573GAL-Kwik Trip @ 55th Street NW	1,246.28
212	NEW LINE MECHANICAL	RPZ inspection & testing	1,230.00
213	VIKING ELECTRIC SUPPLY INC	100EA-Meter Hub Close Off Plate	1,226.93
214	WESCO DISTRIBUTION INC	6EA-Switch, Ft, 3 Current 4 Potent	1,202.82
215	BARR ENGINEERING COMPANY (P)	Groundwater Consulting Services	1,178.50
216	N HARRIS COMPUTER CORP	Design,Framework Model,Table & View Chgs	1,170.00
217	AE2S INC	Water Model Update and Calibration Svcs.	1,116.54
218	MCNEILUS STEEL INC	Build truck box racking	1,105.88
219	WESCO DISTRIBUTION INC	12EA-Conn, Trans, 1/0-1000, 6-Tap, Bare	1,064.76
220	WESCO DISTRIBUTION INC	12EA-Conn, Trans, 1/0-1000, 6-Tap, Bare	1,064.76
221	BOLTON AND MENK (P)	TMOB Baihly #92 Telecom Modifications	1,050.00
222	VIRTEVA LLC	Office 365 Implementation	1,020.00
223	WIESER PRECAST STEPS INC (P)	Covers for Ground Sleeves	1,000.00
224	CORE & MAIN LP (P)	4SET-Flange, Rnd. Thrd. DI, 3"	1,000.00

Price Range Total:

275,839.65

0 to 1,000 :

230	EXPRESS SERVICES INC	Summarized transactions: 16	13,146.34
231	ELITE CARD PAYMENT CENTER	Summarized transactions: 31	7,663.20
232	LAWSON PRODUCTS INC (P)	Summarized transactions: 23	7,032.85
233	Customer Refunds (CIS)	Summarized transactions: 50	6,621.38
234	STUART C IRBY CO INC	Summarized transactions: 19	5,947.97
235	BORDER STATES ELECTRIC SUPPLY	Summarized transactions: 20	5,313.19
236	CORE & MAIN LP (P)	Summarized transactions: 18	5,043.77
237	EPLUS TECHNOLOGY INC	Summarized transactions: 16	4,972.00
238	BOLTON AND MENK (P)	Summarized transactions: 11	4,725.00
239	VIKING ELECTRIC SUPPLY INC	Summarized transactions: 37	4,268.88
240	CITY LAUNDERING COMPANY	Summarized transactions: 35	4,152.07
241	AMARIL UNIFORM COMPANY	Summarized transactions: 11	4,071.68
242	REBATES	Summarized transactions: 17	3,770.83
243	WESCO DISTRIBUTION INC	Summarized transactions: 17	3,051.97
244	RESCO	Summarized transactions: 13	2,650.85
245	THOMAS TOOL & SUPPLY INC	Summarized transactions: 16	2,494.43
246	MINNESOTA ENERGY RESOURCES CO	Summarized transactions: 7	2,489.60
247	MCMASTER CARR SUPPLY COMPANY	Summarized transactions: 32	2,429.77
248	AMAZON.COM	Summarized transactions: 20	2,409.33
249	LOCATORS AND SUPPLIES	Summarized transactions: 12	2,241.58
250	FIRST CLASS PLUMBING & HEATIN	Summarized transactions: 8	2,239.10
251	GRAINGER INC	Summarized transactions: 16	2,217.09
252	NORTHERN / BLUETARP FINANCIAL	Summarized transactions: 9	2,068.47
253	CENTURYLINK (P)	Summarized transactions: 9	1,811.24
254	BLUESPIRE STRATEGIC MARKETING	Summarized transactions: 2	1,771.49
255	CORPORATE WEB SERVICES INC	Summarized transactions: 2	1,716.00
256	NEXT DOOR	Summarized transactions: 2	1,666.00
257	WERNER ELECTRIC SUPPLY	Summarized transactions: 31	1,621.68
258	CITY OF ROCHESTER	Summarized transactions: 25	1,605.43
259	NETWORK SERVICES COMPANY	Summarized transactions: 6	1,551.49
260	DELL MARKETING LP	Summarized transactions: 7	1,541.10

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261	MISSISSIPPI WELDERS SUPPLY CO	Summarized transactions: 17	1,439.09
262	ERC WIPING PRODUCTS INC	Summarized transactions: 5	1,435.98
263	DAKOTA SUPPLY GROUP	Summarized transactions: 8	1,414.06
264	CRESCENT ELECTRIC SUPPLY CO	Summarized transactions: 12	1,407.07
265	CENTURYLINK	Summarized transactions: 3	1,387.74
266	CLAREY'S SAFETY EQUIPMENT dba	Summarized transactions: 6	1,376.33
267	CHS ROCHESTER	Summarized transactions: 2	1,356.88
268	CLARK EQUIPMENT CO	Summarized transactions: 6	1,349.60
269	FASTENAL COMPANY	Summarized transactions: 16	1,338.89
270	SAP PUBLIC SERVICES INC	Summarized transactions: 3	1,307.29
271	GARCIA GRAPHICS INC	Summarized transactions: 9	1,304.50
272	ADVANCE AUTO PARTS	Summarized transactions: 22	1,279.62
273	BOWMANS SAFE & LOCK SHOP LTD	Summarized transactions: 7	1,206.94
274	ULINE	Summarized transactions: 7	1,160.60
275	POMPS TIRE SERVICE INC	Summarized transactions: 4	1,157.98
276	CITY OF ROCHESTER	Summarized transactions: 7	1,123.99
277	ULTEIG ENGINEERS INC	Summarized transactions: 2	1,066.00
278	HATHAWAY TREE SERVICE INC	Summarized transactions: 2	1,050.00
279	WINKELS ELECTRIC INC	Summarized transactions: 3	1,043.65
280	METRO SALES INC	Summarized transactions: 4	1,026.42
281	T & R ELECTRIC SUPPLY CO INC	Summarized transactions: 1	967.52
282	KAMAN INDUSTRIAL TECHNOLOGIES	Summarized transactions: 7	962.72
283	POWER MONITORS INC	Summarized transactions: 1	961.88
284	ROCH SAND & GRAVEL INC	Summarized transactions: 1	946.35
285	USA BLUE BOOK DBA	Summarized transactions: 6	944.81
286	MASTEC NORTH AMERICA INC	Summarized transactions: 1	931.75
287	REINHAUSEN MANUFACTURING INC	Summarized transactions: 7	931.00
288	EAGLE EYE POWER SOLUTIONS LLC	Summarized transactions: 4	922.00
289	AGRICULTURAL WEATHER INFO SER	Summarized transactions: 1	900.00
290	TWIN CITY SECURITY INC	Summarized transactions: 1	894.54
291	SEEME PRODUCTIONS LLC	Summarized transactions: 1	880.00
292	VIKING AUTOMATIC SPRINKLER IN	Summarized transactions: 1	870.00
293	CENTRAL STATES GROUP	Summarized transactions: 3	858.75
294	MAILE ENTERPRISES INC	Summarized transactions: 3	844.53
295	A T & T	Summarized transactions: 1	833.83
296	ON SITE SANITATION INC	Summarized transactions: 1	829.44
297	CITY LAUNDERING COMPANY	Summarized transactions: 5	764.03
298	INNOVATIVE OFFICE SOLUTIONS L	Summarized transactions: 10	750.48
299	BENIKE CONSTRUCTION (P)	Summarized transactions: 1	730.00
300	COOPER POWER SYSTEMS	Summarized transactions: 3	725.67
301	BANKS JOSHUA C	Summarized transactions: 1	725.00
302	MODEM EXPRESS INC	Summarized transactions: 3	720.00
303	IDEXX DISTRIBUTION CORP	Summarized transactions: 4	714.05
304	CHEMSEARCH	Summarized transactions: 2	683.22
305	ALL SEASONS POWER & SPORT INC	Summarized transactions: 5	681.37
306	DECOOK EXCAVATING INC	Summarized transactions: 1	680.00
307	WARTSILA NORTH AMERICA	Summarized transactions: 2	677.78
308	WIRE CLOTH MANUFACTURERS INC	Summarized transactions: 2	672.20
309	ROCH PLUMBING & HEATING CO IN	Summarized transactions: 2	669.44
310	ROCHESTER CHEVROLET CADILLAC	Summarized transactions: 6	659.98
311	SCHUMACHER ELEVATOR COMPANY	Summarized transactions: 1	655.64
312	STATE SUPPLY CO	Summarized transactions: 6	632.35

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313	PEOPLES ENERGY COOPERATIVE	Summarized transactions: 3	628.18
314	GOPHER STATE ONE CALL	Summarized transactions: 1	620.33
315	GOPHER STATE ONE CALL	Summarized transactions: 1	620.32
316	U S A SAFETY SUPPLY	Summarized transactions: 6	611.03
317	BIERER & ASSOCIATES INC	Summarized transactions: 4	602.78
318	SOMA CONSTRUCTION INC	Summarized transactions: 1	600.00
319	N HARRIS COMPUTER CORP	Summarized transactions: 1	585.00
320	BOB THE BUG MAN LLC	Summarized transactions: 1	577.12
321	A & A ELECT & UNDERGROUND CON	Summarized transactions: 1	567.75
322	CENTRAL STATES GROUP	Summarized transactions: 2	556.52
323	DUNCAN WEINBERG GENZER & PEMB	Summarized transactions: 1	546.00
324	RDO EQUIPMENT COMPANY (P)	Summarized transactions: 4	532.96
325	READY MIX CONCRETE COMPANY LL	Summarized transactions: 1	528.00
326	HAWKINS INC	Summarized transactions: 3	523.64
327	ELECTRICAL TRAINING ALLIANCE	Summarized transactions: 5	522.52
328	BADGER METER INC (P)	Summarized transactions: 7	519.35
329	GATEWAY PRODUCTS GROUP	Summarized transactions: 1	514.80
330	WABASHA IMPLEMENT	Summarized transactions: 2	510.09
331	DOBLE ENGINEERING COMPANY	Summarized transactions: 1	497.88
332	SMART ENERGY SYSTEMS LLC	Summarized transactions: 1	494.65
333	G A ERNST & ASSOCIATES INC	Summarized transactions: 2	491.25
334	FEDEX FREIGHT INC	Summarized transactions: 1	489.65
335	IDEAL SERVICE COMPANY INC	Summarized transactions: 1	480.00
336	MENARDS ROCHESTER NORTH	Summarized transactions: 6	467.11
337	KYLLO TODD	Summarized transactions: 1	465.00
338	REGIONAL CONCRETE CUTTING INC	Summarized transactions: 1	461.70
339	MILESTONE MATERIALS	Summarized transactions: 1	461.14
340	POLLARDWATER dba	Summarized transactions: 6	454.89
341	TEREX UTILITIES INC	Summarized transactions: 4	447.77
342	KAESER COMPRESSORS INC.	Summarized transactions: 4	431.77
343	HEPPELMANN MIKE	Summarized transactions: 1	425.00
344	HYBRID MECHANICAL	Summarized transactions: 1	423.54
345	COOK STEVEN J	Summarized transactions: 2	412.34
346	K A A L TV LLC	Summarized transactions: 1	410.00
347	PARSONS ELECTRIC dba	Summarized transactions: 3	389.00
348	FRONTIER PRECISION INC	Summarized transactions: 2	378.34
349	CARRIER BLAKE	Summarized transactions: 1	373.00
350	SHERWIN WILLIAMS CO	Summarized transactions: 1	366.58
351	MIDWEST RENEWABLE ENERGY TRAC	Summarized transactions: 2	345.56
352	WSB & ASSOCIATES	Summarized transactions: 1	344.00
353	1SOURCE	Summarized transactions: 4	341.94
354	CENTER FOR ENERGY AND ENVIRON	Summarized transactions: 3	332.15
355	PEOPLES ENERGY COOPERATIVE	Summarized transactions: 2	322.62
356	PETERSON FRANK	Summarized transactions: 3	321.28
357	MSC INDUSTRIAL SUPPLY CO INC	Summarized transactions: 2	315.30
358	VANCO SERVICES LLC	Summarized transactions: 1	312.24
359	PHENOVA INC	Summarized transactions: 2	302.76
360	ALLIED VALVE INC	Summarized transactions: 3	300.90
361	HARRIS ROCHESTER INC (HIMEC)	Summarized transactions: 1	289.00
362	CRYSTEEL TRUCK EQUIPMENT INC	Summarized transactions: 1	250.75
363	VIRTEVA LLC	Summarized transactions: 1	247.50
364	WARNING LITES OF MN INC (P)	Summarized transactions: 1	245.81

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365	PARAGON DEVELOPMENT SYSTEMS I	Summarized transactions: 1	243.75
366	WSB & ASSOCIATES	Summarized transactions: 1	237.50
367	PSI ENGINEERING LLC	Summarized transactions: 3	234.26
368	TOWNSHIP COOPERATIVE PLANNING	Summarized transactions: 1	233.86
369	MENARDS ROCHESTER NORTH	Summarized transactions: 2	218.57
370	MUELLER MATTHEW	Summarized transactions: 1	209.82
371	VERIZON WIRELESS	Summarized transactions: 1	206.95
372	FEDEX SHIPPING	Summarized transactions: 14	200.72
373	ALTERNATIVE TECHNOLOGIES INC	Summarized transactions: 1	195.00
374	PETERSON WELL DRILLING INC	Summarized transactions: 1	182.00
375	TOKAY SOFTWARE dba	Summarized transactions: 1	181.00
376	QUALITY OVERHEAD DOOR INC	Summarized transactions: 2	180.00
377	MANAHAN MACHINE SHOP INC	Summarized transactions: 3	150.69
378	ANCOM COMMUNICATIONS INC	Summarized transactions: 8	148.78
379	FRONTIER	Summarized transactions: 1	147.64
380	AMER POWER DISPATCHERS ASSN I	Summarized transactions: 1	147.00
381	ARNOLDS SUPPLY & KLEENIT CO (Summarized transactions: 4	141.29
382	ADVANTAGE DIST LLC (P)	Summarized transactions: 2	131.74
383	VIKING ELECTRIC SUPPLY INC	Summarized transactions: 4	128.97
384	CURVATURE INC	Summarized transactions: 2	128.68
385	CHARTER COMMUNICATIONS	Summarized transactions: 1	125.20
386	QUADIENT INC	Summarized transactions: 3	124.96
387	STATE OF MINNESOTA	Summarized transactions: 2	120.00
388	GERTENS GREENHOUSE & GARDEN C	Summarized transactions: 1	110.62
389	C & N UPHOLSTERY	Summarized transactions: 2	110.00
390	HYLAND LLC	Summarized transactions: 1	109.92
391	DAKOTA SUPPLY GROUP ROCHESTER	Summarized transactions: 2	104.52
392	HI LINE UTILITY SUPPLY CO (P)	Summarized transactions: 1	103.54
393	BABCOCK & WILCOX CO (P)	Summarized transactions: 3	102.57
394	BRAATEN MELISSA	Summarized transactions: 1	102.00
395	ACKERMAN JULIE	Summarized transactions: 1	102.00
396	PROPERTY RECORDS OLMSTED COUN	Summarized transactions: 2	92.00
397	RONCO ENGINEERING SALES INC	Summarized transactions: 2	86.00
398	SLEEPY EYE TELEPHONE CO	Summarized transactions: 1	84.76
399	A T & T MOBILITY	Summarized transactions: 2	83.46
400	POWER SYSTEMS ENGINEERING INC	Summarized transactions: 1	82.50
401	BATTERIES PLUS	Summarized transactions: 2	79.96
402	MENARDS ROCHESTER SOUTH	Summarized transactions: 1	75.83
403	CDW GOVERNMENT INC	Summarized transactions: 2	74.94
404	HEIMER WILLIAM T	Summarized transactions: 1	73.00
405	MENARDS ROCHESTER SOUTH	Summarized transactions: 2	71.40
406	MCMASTER CARR SUPPLY COMPANY	Summarized transactions: 3	69.19
407	FASTENAL COMPANY	Summarized transactions: 1	67.52
408	RONCO ENGINEERING SALES INC	Summarized transactions: 1	65.57
409	SCHWEITZER ENGINEERING LAB IN	Summarized transactions: 2	60.65
410	CORE & MAIN LP (P)	Summarized transactions: 1	59.40
411	ALTEC INDUSTRIES INC	Summarized transactions: 3	59.14
412	NORTHERN / BLUETARP FINANCIAL	Summarized transactions: 1	53.98
413	SWANSON FLO-SYSTEMS COMPANY (Summarized transactions: 2	53.46
414	TOTAL RESTAURANT SUPPLY	Summarized transactions: 2	51.39
415	CREDIT MANAGEMENT LP	Summarized transactions: 1	50.80
416	REBATES	Summarized transactions: 1	50.00

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417	GRAYBAR ELECTRIC COMPANY INC	Summarized transactions: 1	49.74
418	D P C INDUSTRIES INC	Summarized transactions: 1	48.60
419	POWER DYNAMICS INC	Summarized transactions: 4	48.06
420	MINNESOTA ENERGY RESOURCES CO	Summarized transactions: 2	46.94
421	FORUM COMMUNICATIONS COMPANY	Summarized transactions: 1	45.08
422	GLOBAL RENTAL COMPANY INC	Summarized transactions: 1	37.50
423	WERNER ELECTRIC SUPPLY (P)	Summarized transactions: 2	36.65
424	CENTRAL FINANCE OLMSTED COUNT	Summarized transactions: 1	33.74
425	SOLID WASTE OLMSTED COUNTY	Summarized transactions: 1	31.80
426	OSWEILER TODD	Summarized transactions: 1	31.05
427	OWATONNA PUBLIC UTILITIES	Summarized transactions: 1	30.26
428	FEDEX SHIPPING	Summarized transactions: 2	29.43
429	TREATMENT RESOURCES INC	Summarized transactions: 1	26.96
430	CLAREY'S SAFETY EQUIPMENT dba	Summarized transactions: 1	26.00
431	BUCHOLZ MICHAEL	Summarized transactions: 1	23.00
432	T E C INDUSTRIAL INC	Summarized transactions: 2	22.07
433	LAWSON PRODUCTS INC	Summarized transactions: 2	20.88
434	BUTTON BARB	Summarized transactions: 1	20.50
435	SIEMENS INDUSTRY INC (P)	Summarized transactions: 1	20.20
436	MODEM EXPRESS INC	Summarized transactions: 1	20.00
437	SOUTHERN MN AUTO SUPPLY INC	Summarized transactions: 1	19.43
438	KOSTER COLTON	Summarized transactions: 1	19.00
439	MACQUEEN EQUIPMENT	Summarized transactions: 1	18.88
440	NORTH CENTRAL INTERNATIONAL L	Summarized transactions: 1	17.46
441	FIRST SUPPLY (P)	Summarized transactions: 2	16.02
442	FIRST SUPPLY (P)	Summarized transactions: 3	14.00
443	BASLER ELECTRIC COMPANY	Summarized transactions: 1	10.88
444	FRANKLIN ELECTRIC	Summarized transactions: 1	8.67
445	MISTER CARWASH	Summarized transactions: 1	6.66
446	NAPA AUTO PARTS dba	Summarized transactions: 1	5.49
447	ADVANCE AUTO PARTS	Summarized transactions: 1	3.39

448

449 **Price Range Total:** 195,514.39

450

451

452 **Grand Total:** 11,510,491.35

Attachment: AP Board CrMo (002) (12821 : Review of Accounts Payable)

FOR BOARD ACTION

Agenda Item # (ID # 12818)

Meeting Date: 1/26/2021

SUBJECT: Economic Development Credit Rate Tariff Update

PREPARED BY: Julie Ackerman

ITEM DESCRIPTION:

RPU, as a member of joint action agency Southern Minnesota Municipal Power Agency (SMMPA), currently participates in a SMMPA program whereby new or existing commercial/industrial customers with a new load of 250 kW or greater are eligible to receive a credit/kwh on their energy use for a period of five years. The credit declines each year during the five year period. Additionally, existing commercial/industrial customers in economic distress with a total load of 1,000 kW or more, and that have legitimate opportunities to move operations out of the RPU service territory, can also participate in the program, with the objective that the customers will remain in the RPU service territory.

The terms of the SMMPA program have been updated, and will take effect March 1, 2021. Complete terms of the program are specified in the proposed Economic Development Credit (EDC) rate tariff (attached). There are a number of criteria that a customer must meet in order to qualify for the Economic Development Credit (EDC) rate.

The specific changes to the program that SMMPA offers include:

- The customer must have received no less than \$25,000 in local, county, State of Minnesota and/or federal financial assistance for economic development or economic stimulus (previously the amount was \$50,000);
- For load retention, the customer must have received \$50,000 in local, county, State of Minnesota and/or federal financial assistance for economic assistance within the 24 months prior to applying for this rate (there was no dollar limit previously);
- The credits will be applied to the energy charge at a percentage of qualifying energy charges, based on SMMPA's schedule of declining percentages through the five years.

UTILITY BOARD ACTION REQUESTED:

The RPU Board Policy specifies that all proposed rate schedules will be published on the RPU web site and in the newspaper of record within five business days after the Board authorizes publication along with a schedule for the upcoming meeting where public comment is invited. However, since the EDC rate tariff defines a credit that will reduce the total cost to the economic benefit of qualifying customers, the Board is requested to waive the requirement to publish the rate tariff, approve the EDC rate tariff, and recommend approval of the rate tariff by the Common Council with an effective date of March 1, 2021.

**ROCHESTER PUBLIC UTILITIES
(RPU)**

**RATE SCHEDULE EDC
SHEET 1 OF 3**

ECONOMIC DEVELOPMENT CREDIT

AVAILABILITY:

To all qualifying commercial or industrial customers within the Rochester Public Utilities (RPU) Service Territory.

APPLICABILITY:

Customers taking service under schedules MGS, MGS-HEF, MGS-TOU, LGS, or LIS that meet the following criteria may be eligible for an economic development energy credit:

- New commercial or industrial customers with a load of 250 kW or greater
- Existing commercial or industrial customers with at least twelve months of billing history adding new incremental connected load of 250 kW or greater.
- Existing commercial or industrial customers in economic distress that have legitimate opportunities to move operations out of RPU's service territory with a total load across all facilities located within the RPU service territory of 1,000 kW

QUALIFICATIONS:

- The customer must have received no less than ~~\$50,000~~ \$25,000 in local, county, State of Minnesota and/or federal financial assistance for economic development or economic stimulus.
 - A list of qualifying economic development programs is shown in Appendix A.
- For load retention, the customer must have received \$50,000 in local, county, State of Minnesota and/or federal financial assistance for economic development assistance within the 24 months prior to applying for this rate.
 - A list of qualifying economic development programs is shown in Appendix A.
- The customer must sign an affidavit attesting to the fact that "but for" the rate credits, either on their own or in combination with a package of economic development or job creation incentives from local, county, State of Minnesota, and/or federal programs the customer would not have located operations, added load or would have significantly reduced its energy consumption or shut down its facilities in the RPU service territory.
 - Customer Affidavit for Economic Development Credit is shown in Appendix B.
- The customer must meet all conditions set forth by the City of Rochester for economic development assistance.
- No credit is available to customers or potential commercial or industrial customers transferring load from a city that is a current member of the Southern Minnesota Municipal Power Agency.
- The customer must meet with RPU and review the energy efficiency program opportunities available prior to approval of the application for the credit.

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**ROCHESTER PUBLIC UTILITIES
(RPU)**

**RATE SCHEDULE EDC
SHEET 2 OF 3**

ECONOMIC DEVELOPMENT CREDIT (Cont.)

QUALIFYING LOAD:

- New Load
 - All electric load from the customer's new facilities served by RPU qualifies as new load.
 - If a qualifying customer falls below the designated demand and/or energy consumption level, the customer will no longer qualify for any further credits within the five-year term.
- Incremental Load
 - For incremental load, the base level of load is the customer's peak demand and energy consumption for the twelve months prior to adding the new load.
 - If the customer's energy consumption for a month in the current year exceeds the customer's energy consumption for the same month of the base year, the additional kilowatt-hours are incremental load that qualifies for the credit.
 - The customer need not have incremental energy use every month of the year, but at the end of each 12-month period the customer's entire twelve month energy use must exceed the base level and the customer must meet the minimum incremental peak demand requirements in at least one hour of the first twelve month period.
If the customer fails to meet the incremental peak demand requirements within the first twelve months, or fails to meet the annual incremental energy use each year, the customer will no longer qualify for any further credits within the five-year term.
 - If a qualifying customer falls below the designated demand and/or energy consumption level, the customer will no longer qualify for any further credits within the five-year term.
- Load Retention
 - RPU will designate how much load qualifies for the credit based on the facts and circumstances related to the customer.
 - If a qualifying customer falls below the designated demand and/or energy consumption level, the customer will no longer qualify for any further credits within the five-year term.

APPLICATION AND APPROVAL:

- Customers must complete an Application for Economic Development Credit and provide all required information.
 - A sample application is shown in Appendix C.
- RPU's acceptance or rejection of ~~will accept or reject~~ an application for the Economic Development ~~Credit within thirty days of having received a completed application will come after~~ SMMPA Board approval.

CREDITS:

- The credit will apply to all qualifying new, incremental or retained load taken under applicable rate schedules. The Economic Development Rate Credit for customers beginning participation on or after March 1, 2021 ~~in 2019~~ shall be applied to the energy charge at a rate of:
 - \$0.019154/kWh ~~40%~~ 40% of all qualifying energy charges in year one
 - \$0.009574/kWh ~~20%~~ 20% of all qualifying energy charges in year two
 - \$0.004794/kWh ~~10%~~ 10% of all qualifying energy charges in year three
 - \$0.002394/kWh ~~5%~~ 5% of all qualifying energy charges in year four
 - \$0.001204/kWh ~~2.5%~~ 2.5% of all qualifying energy charges in year five
 - No credit beginning in year six
- The credit levels listed above will be in effect for the full five-year term for customers commencing participation on or before December 31, 2019 ~~March 1, 2021~~.

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- ~~Credit levels are subject to change for customers commencing participation after December 31, 2019.~~
- Credits will be calculated and applied based on energy consumption in the current billing month.

**ROCHESTER PUBLIC UTILITIES
(RPU)**

**RATE SCHEDULE EDC
SHEET 3 OF 3**

ECONOMIC DEVELOPMENT CREDIT (Cont.)

MONTHLY FIXED CHARGE:

- A fixed charge of \$185.00 per month will be applied during the term of this rate to cover on-going administrative costs. The monthly fixed charge is subject to change [annually based on RPU labor rate changes approved during the annual budget process](#)~~after December 31, 2019.~~

TERM:

Qualifying customers will be eligible for Economic Development Credits for a five-year period

- For new customers, the credits will begin on the first day of the first full month after a participating new customer begins taking service and meets the demand requirements.
- For incremental load, the credits will begin on the first day of the first full month after the equipment driving incremental load is installed and meets the minimum incremental demand requirements.
- For retained load, the credits will begin on the date specified by RPU.

METERING:

RPU reserves the right to impose a one-time charge on participating commercial or industrial customers for any new and/or additional metering infrastructure required to measure qualifying load and energy.

Approved by Rochester Public Utility Board:
Effective Date:

~~January 29, 2019~~ January 26, 2021
~~February 5, 2019~~ March 1, 2021

**ROCHESTER PUBLIC UTILITIES
(RPU)**

**RATE SCHEDULE EDC
APPENDIX A**

ECONOMIC DEVELOPMENT CREDIT (Cont.)

Appendix A - Qualifying Economic Development Programs:

STATE OF MINNESOTA PROGRAMS

BUSINESS DEVELOPMENT

Export and Trade Counseling and Assistance
Location and Expansion Assistance
Made in Minnesota Directory
Minnesota Business First Stop
Minnesota Marketing Partnership
Small Business Assistance
Small Business Development Centers

BUSINESS FINANCING

Angel Loan Fund Program
Emerging Entrepreneurs Loan Program
Indian Business Loan Program
Innovation Voucher Program
Minnesota Investment Fund
Minnesota Job Creation Fund
Minnesota Minerals 21st Century Fund
Minnesota Reservist and Veteran Business Loan Program
STEP Grant Program: Export Assistance
Tourism Business Septic Tank Replacement

TAX CREDITS + BENEFITS

Border Cities Enterprise Zone Program
Data Centers
Foreign Trade Zones (FTZs)
Greater Minnesota Job Expansion Program
Research and Development Tax Credit
Single Sales Factor Apportionment; Throwback; Greater Minnesota Internship Tax Credit Program
Tax Increment Financing; Tax Abatement; Personal Property Exemption; Capital Equipment
Exemption
COMMUNITY FINANCING
Border-to-Border Broadband Development Grant Program
Cleanup Revolving Loan Program
Contamination Cleanup and Investigation Grant Program
Demolition Loan Program
Greater Minnesota Business Development Infrastructure Grant Program
Redevelopment Grant Program
Shovel-Ready Site Certification
Small Cities Development Program
Transportation Economic Development Infrastructure Program (TEDI)

TRAINING

Dual Training Competency Grants
Export and Trade Classes and Training
Job Training Incentive Program
Minnesota Job Skills Partnership
Minnesota WorkForce Centers
SciTechsperience Internship Program

**ROCHESTER PUBLIC UTILITIES
(RPU)****RATE SCHEDULE EDC
APPENDIX A (CONT.)****ECONOMIC DEVELOPMENT CREDIT (Cont.)****LOCAL OR COUNTY PROGRAMS**

Financial assistance from a local Revolving Loan Fund
Establishment of or location in a Tax Increment Financing District
Direct loan from a unit of local government
Construction of public facilities – roads, sewer, water – to serve a project
Site acquisition and clearance
Building renovation assistance

FEDERAL PROGRAMS

Loan Guarantees
Grants
Investment Tax Credits
Income Tax Credits tied to New Hiring
Low-Interest Loans
Other, subject to RPU Approval

**ROCHESTER PUBLIC UTILITIES
(RPU)**

**RATE SCHEDULE EDC
APPENDIX B**

ECONOMIC DEVELOPMENT CREDIT (Cont.)

Appendix B – Customer Affidavit for Economic Development Credit:

AFFIDAVIT

STATE OF MINNESOTA)
COUNTY OF _____) ss

COMES NOW being first duly sworn, under oath, and states that the following information is within personal knowledge and belief:

_____ is a commercial or industrial customer (Customer) of a Southern Minnesota Municipal Power Agency (SMMPA) member utility who is locating, adding, or retains load in the service territory of Rochester Public Utilities (RPU) hereby certifies and declares under penalty of perjury under the laws of the State of Minnesota that the statements in the following paragraphs are true and correct.

1. But for receipt of the economic development credit, either on its own, or in combination with Qualifying Economic Development Program as defined in Appendix A of SMMPA's Economic Development Credit program, the Customer's load would not have been located, added, or retained within RPU's service territory.
2. The new, incremental or retained load represents kilowatt-hours (kWh) that either (i) do not already exist in any SMMPA member utilities' service territory, or (ii) the Customer would be significantly reducing its energy consumption or shutting down its facilities in RPU's service territory.
3. The Customer has discussed with RPU cost-effective energy efficiency and load management measures the Customer may take to reduce their electric bills and the load they place on SMMPA and the RPU system.

Customer Name

Name of Authorized Representative

Signature

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20 __, by

NOTARY PUBLIC FOR MINNESOTA

My Commission Expires: _____

**ROCHESTER PUBLIC UTILITIES
(RPU)**

**RATE SCHEDULE EDC
APPENDIX C**

ECONOMIC DEVELOPMENT CREDIT (Cont.)

Appendix C – Application for Economic Development Credit

Commercial or Industrial Customer Information

Customer Name: _____
Customer Street Address: _____
Customer City, State, ZIP _____

Please attach Customer Affidavit for Economic Development Credit.

Have you discussed energy efficiency and load management programs with Rochester Public Utilities (RPU)?

YES _____ NO _____

The customer agrees to release relevant customer data and supporting documentation to SMMPA staff and the SMMPA Board?

YES _____ NO _____

New Load

Estimated demand (kW): _____
Estimated annual energy (kWh): _____
Estimated in-service date: _____
Estimated full load date: _____
Projected load factor: _____

Please attach a summary description of your business.

Incremental Load

Prior year's demand (kW): _____
Estimated additional demand (kW): _____
Prior year annual energy (kWh): _____
Estimated additional energy (kWh): _____
Estimated in-service date: _____
Estimated full load date: _____
Projected load factor: _____

Please attach a summary description of your business and what is causing the additional load.

**ROCHESTER PUBLIC UTILITIES
(RPU)**

**RATE SCHEDULE EDC
APPENDIX C (CONT.)**

ECONOMIC DEVELOPMENT CREDIT (Cont.)

Load Retention

Prior year's demand (kW): _____
 Estimated demand reduction (kW): _____
 Prior year's annual energy (kWh): _____
 Estimated energy reduction (kWh): _____
 Estimated effective date: _____
 Projected load factor: _____

Please attach a summary description of your business and what is causing your business to potentially leave the RPU service territory.

Customer Name

Name of Authorized Representative

Signature

Date:

Rochester Public Utilities Approval

This application for the Economic Development Credit is:

Approved _____ Denied _____

If denied, reason for denial.

BY:

 Name

 Title

 Signature

 Date

ROCHESTER PUBLIC UTILITIES **MISCELLANEOUS FEES**
(RPU) **SHEET 1 of 2**

RESOLUTION

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

BE IT FURTHER RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the updated Economic Development Credit Rate Tariff effective March 1, 2021.

BE IT FURTHER RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, that the Common Council of the said City is requested to approve the updated Economic Development Credit Rate Tariff effective March 1, 2021.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 26th day of January,
2021.

President

Secretary

FOR BOARD ACTION

Agenda Item # (ID # 12816)

Meeting Date: 1/26/2021

SUBJECT: Master Pole Attachment Agreement (2021)

PREPARED BY: Mona Hoeft

ITEM DESCRIPTION:

In February 2019, the board approved the Master Pole Attachment Agreement for private installations of communications facilities on RPU's distribution poles. This was the agreement that Metro Fibernet signed to begin their build out. This same agreement was not favored when offered to Spectrum Mid-America (aka Charter Communications), and set off year-long negotiations recently resulting in mutually agreeable terms. Due to the number of changes, including the pole attachment fees, the master agreement requires your second review and approval.

While the attached agreement is intended to be a master agreement for all attaching entities, some terms only apply to cable operators required to have a franchise agreement with the City and have been denoted in red.

For purposes of this agreement, communications facilities means wire or cable facilities and does not include pole mounted wireless antennas, receivers or transceivers. As City franchisees, the agreement for Metro Fibernet and Spectrum will include mid-span antennas as regulated by Title VI of the Cable Communications Policy Act adopted on August 1, 2019.

Major changes to the revised agreement include:

- Reduction of fees from \$26.80 to \$23.76 per attachment using the APPA formula.
- Cable operator rights to attach mid-span antennas, subject to future developed construction standards. Mid-span antennas are now defined as an overlash.
- Permit application procedures have been simplified with redundancy removed.
- Deadlines for removal, transfers, etc. are more consistent throughout.
- Allows for changes to the appendices following a 30 day written notice to Licensee. This would include fees, charges and construction standard changes.
- Tagging policy requires RPU approval of a five year tagging plan to be submitted within 90 days of execution.
- Attaching entities will pay their pro-rata share of an audit and safety inspections if they occur at the same time. Safety inspections outside of an audit is borne by RPU.

Upon approval, this revised agreement will be offered to the four other attaching entities retro-active to January 1, 2020. The agreement with Metro Fibernet will be terminated and restated, retro-active to its effective date. Our team has determined that the changes to the agreement favor the attaching entities so we are not expecting any opposition.

Staff will make every attempt to present this agreement as non-negotiable, but in the unlikely

FOR BOARD ACTION

Agenda Item # (ID # 12816)

Meeting Date: 1/26/2021

event other attaching entities desire minor changes, staff is also asking the board to delegate approval of each final agreement to the General Manager, after consulting the City Attorney.

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

UTILITY BOARD ACTION REQUESTED:

Staff requests: 1) Resolution approving the Master Pole Attachment Agreement authorizing the Mayor and City Clerk to execute the agreements, 2) Delegate each attaching entities final agreement to the General Manager, subject to City Attorney approval.

POLE ATTACHMENT AGREEMENT

This Pole Attachment Licensing Agreement (the “Agreement”) made and entered into this _____, by and between the City of Rochester, a Minnesota municipal corporation, acting through its Public Utility Board, with its principal place of business 4000 East River Road NE, Rochester, MN 55906 (hereinafter called “City”), and {name of company} (hereinafter referred to as the “Licensee”).

Recitals

- A. **Whereas**, Licensee proposes to install and maintain Communications Facilities and associated communications equipment on City’s Poles to provide Communications Services to the public; and
- B. **Whereas**, City is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee’s Attachments on City’s Poles, provided that City may refuse, on a nondiscriminatory basis, to issue a Permit where there is insufficient Capacity or for reasons relating to safety, reliability, generally applicable engineering purposes, and/or any other Applicable Standard; and

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

Article 1 - Definitions

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

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

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

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

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

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

1.5 Attachment(s): means, for permitting purposes, each point of contact between Licensee's Communications Facilities and the Poles, whether placed directly on the Poles or overlashed onto an existing Attachment, but does not include a Riser or a service drop attached to a single Pole where Licensee has an existing Attachment on such Pole. Such Attachment(s) shall include, without limitation, the following points of strain: down guys, main line attachments, and any other attachment that could shorten the life cycle of the pole, as specified by City. For rental rate purposes, an Attachment is the horizontal, bolted strand attachment occupying one foot of usable, vertical space on a Pole or a p-hook/j-hook attachment on a drop pole occupying one foot of vertical space.

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

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

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

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

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

Commented [MH1]: Remove for cable entities with franchise agreement.

1.11 Communications Service: any lawful communication services means the transmission or receipt of wireless, voice, video, data, Internet, or other forms of digital or analog signals over Communications Facilities.

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

1.13 Licensee: means (name of Licensee), its authorized successors and assignees.

1.14 Make-Ready Work: means all work that City reasonably determines to be required to accommodate Licensee's Communications Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, Pre-Construction Survey, rearrangement and/or transfer of City Facilities or existing Attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole replacement and construction. Make-Ready Work does not include the correction of pre-existing safety violations caused by another party. Such preexisting violations shall be corrected at the expense of the Attaching Entity that caused such violation or the City, if the City caused the violation. If it cannot be determined who caused the violation, then the costs will be shared by any Attaching Entity which reasonably might have caused the violation as determined by the City.

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

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

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

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

1.19 Overlash: means to place an additional wire or cable Communications Facility onto an existing Attachment. [A midspan antenna is considered an overlash].

Commented [MH2]: Only applies to cable entities franchise agreement with City.

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

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

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

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

1.24 Pre-Construction Survey: means all work or operations required by Applicable Standards and/or City to determine the Make-Ready Work necessary to accommodate Licensee's

Communications Facilities on a Pole. Such work includes, but is not limited to, field inspection. The Pre-Construction Survey shall be coordinated with the City and include Licensee's representative.

1.25 Reserved Capacity: means capacity or space on a Pole that City has identified as reserved for its own future City requirements at the time the Licensee's application is submitted, including the installation of communications circuits for operation of City's systems.

1.26 Riser: means metallic or plastic encasement materials placed vertically on the Pole to guide and protect wires and cables.

1.27 Service Drop: The overhead service conductors from the last pole or other aerial support up to, and including the splices (if any), connecting to the service-entrance conductors at the building or other structure.

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

Article 2 - Term of Agreement

2.1 Effective Date. This Agreement shall become effective { } and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of five (5) years, and shall automatically renew for successive one (1) year terms unless either party gives to the other party written notice of an intention to terminate this Agreement at least ninety (90) calendar days prior to the end of any term.

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

Article 3 - Scope of Agreement

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

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

3.3 Permit Issuance Conditions. City will issue one or more Permit(s) in accordance with Whereas clause B.

3.4 Assigned Space. Access to Assigned Space on City Poles will be made available to Licensee with the understanding that certain Poles may be subject to the City's Reserved

Capacity for future service use, as described in Paragraph 1.26. On giving Licensee at least sixty (60) calendar days prior notice, the City may reclaim such Assigned Space anytime during the period following the installation of Licensee's Attachment in which this Agreement is effective if required for the City's future use. The City shall give Licensee the option to remove its Attachment(s) from the affected Pole(s) or to pay for the cost of any Make-Ready Work needed to expand capacity so that Licensee can maintain its Attachment on the affected Pole(s). The allocation of the cost of any such Make-Ready Work (including the transfer, rearrangement, or relocation of third-party Attachments) shall be determined in accordance with Article 10 (Modification and/or Replacements).

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

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

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

3.8 City's Rights to Exclude Poles. The parties agree that this Agreement allows the City to exclude any of its poles from joint use consideration, on a non-discriminatory basis.

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

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

3.11 Appendices. The parties agree that the rules and practices set out in the appendices are subject to reasonable change by City from time to time following a 30 day written notification to Licensee.

3.12 Permitted Uses. This Agreement is limited to the uses specifically stated in the recitals

set forth above and no other use shall be allowed without City's express written consent to such use. Nothing in this Agreement shall be construed to require City to allow Licensee to use City's Poles after the termination of this Agreement.

3.13 Overlashing. The following provisions apply to Overlashing:

- (a) Installation of an overlash cable or wire to an existing attachment on a 100 kilovolt (kV) and above transmission pole (wood or steel construction) is strictly prohibited.
- (b) **Permit Required.** Licensee shall obtain a Permit for each Overlashing, in accordance with the requirements of Article 7 (Permit Application Procedures). Absent such authorization, Overlashing constitutes an unauthorized Attachment and is subject to removal or, at City's discretion, imposition of an Unauthorized Attachment fee, as specified in Appendix A.
- (c) **Permitted Overlashing.** City shall not withhold Permits for such Overlashing if it can be done consistent with Paragraph 3.3 (Permit Issuance Conditions). Overlashing performed pursuant to this Paragraph shall not increase the annual attachment fee paid by Licensee pursuant to Appendix A. Licensee, however, shall be responsible for all Make-Ready Work and other charges associated with the Overlashing but shall not be required to pay a separate annual attachment fee for such Overlashed Attachment.
- (d) **Third Party Overlashing.** If Overlashing is required to accommodate facilities of a third party, such third party must enter into a license agreement with the City and obtain Permits and must pay a separate Attachment Fee (Appendix A) as well as the costs of all necessary Make-Ready Work required to accommodate the Overlashing. No such Permits to third parties may be granted by the City allowing Overlashing of Licensee's Communications Facilities unless Licensee has consented in writing to such Overlashing. Overlashing performed under this Paragraph shall not increase the fees and charges paid by Licensee pursuant to Appendix A. Nothing in this Agreement shall prevent Licensee from seeking a contribution from an Overlashing third party to defray fees and charges paid by Licensee.
- (e) **Make Ready Work.** Make Ready Work procedures set forth in Article 8 (Make-Ready Work/Installation) shall apply, as necessary, to all Overlashing.

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

Article 4 - Fees and Charges

4.1 Payment of Fees and Charges. Licensee shall pay to City the fees and charges specified in Appendix A, subject to change, no more than once per year, and shall comply with the terms and conditions specified in this Agreement.

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

4.3 Billing of Attachment Fee. The annual rental period shall commence from January 1st through December 31st of the each year. The City shall invoice Licensee, in advance, for the per-pole attachment fee on or about January 1st which shall include a total number of City Poles to which Licensee's Communications Facilities are attached. Attachment fees for permits issued during the rental period shall commence on the date of permit approval and be pro-rated for the remainder of the current rental period.

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

4.5 Late Charge. Late charges will apply consistent with City policy at the time of delinquency.

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

4.7 Advance Payment. At its discretion, City may require that Licensee pay in advance all reasonable and necessary costs, for Make-Ready Work expenses, in connection with the initial installation or rearrangement of Licensee's Communications Facilities pursuant to the procedures set forth in Articles 7 (Permit Application Procedures) and 8 (Make-Ready Work/Installation) below.

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

4.9 Determination of Charges. Wherever this Agreement requires Licensee to pay for work done or contracted by City, including but not limited to Make Ready Work, miscellaneous (such as joint trench work) and or inspection charges, the charge for such work shall be based on actual costs and include all reasonable material, labor, engineering, administrative, and applicable

overhead costs. When requested, City agrees to provide additional documentation of the costs. If Licensee was required to perform work and fails to perform such work, necessitating completion of the work by City, City may charge an additional ten percent (10%) to its costs.

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

4.11 Default for Nonpayment. Nonpayment of any undisputed amount due under this Agreement beyond sixty (60) days shall constitute a material default of this Agreement, except as otherwise agreed to by the parties.

Article 5 - Specifications

5.1 Installation/Maintenance of Communications Facilities. When a Permit is issued pursuant to this Agreement, Licensee's Communications Facilities shall be installed and maintained in accordance with the requirements and specifications of Appendix B. All of Licensee's Communications Facilities must comply with all Applicable Standards. Licensee shall be responsible for the installation and maintenance of its Communications Facilities. Licensee shall, at its own expense, make and maintain its Attachment(s) in safe condition and good repair, in accordance with all Applicable Standards. Notwithstanding anything in this Agreement to the contrary, Licensee shall not be required to update or upgrade its Attachments if they met Applicable Standards at the time they were made, unless such updates or upgrades are required by any applicable NESC, NEC or OSHA Standard. Licensee shall exercise commercially reasonable efforts to avoid damage to City's poles and facilities and the facilities and attachments of third parties. Licensee is not required to incur any costs associated with the correction of any noncompliance caused by an Attaching Entity or City unless there is a reasonable likelihood, in the opinion of the City that the noncompliance was caused by the Licensee.

5.2 Tagging. Licensee shall Tag all of its Communications Facilities as specified in Appendix B and/or applicable federal, state, and local regulations upon installation of such Facilities. For existing un-Tagged Communications Facilities owned by Licensee that were on City Poles on the effective date of this Agreement, Licensee shall Tag such Facilities following City approval of a tagging plan to be submitted within 90 days of execution of this Agreement. Failure to provide proper Tagging will be considered a violation of the Applicable Standards

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

The City shall take action to prevent any new facilities from interfering with Licensee's use of the Poles or the operation of its facilities.

5.4 Protective Equipment. Licensee and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall,

at its own expense, install protective devices designed to handle the electric voltage and current carried by City's facilities in the event of a contact with such facilities.

5.5 Violation of Specifications. If Licensee's Communications Facilities, or any part of them, are installed, used, or maintained in a manner that is not in compliance with Applicable Standards, and Licensee has not corrected such noncompliance within thirty (30) calendar days from receipt of written notice of the violation(s) from City, or such longer time as may be necessary under the circumstances, City, at its option, may correct such conditions. If an Attachment is out of compliance as a result of a change in standards after such Attachment was attached, then Licensee will not be required to correct such noncompliance until the next time Licensee modifies the Attachment. City will attempt to notify Licensee in writing prior to performing such work whenever practicable. When City reasonably believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of City's service obligations, or present an immediate threat to the physical integrity of City Facilities, City may perform such work and/or take such action as it reasonably deems necessary without first giving written notice to Licensee. As soon as practicable afterward, City will advise Licensee of the work performed or the action taken. Licensee shall be responsible for all actual and reasonable costs incurred by City in taking action pursuant to this Paragraph, except as provided in Paragraph 5.1.

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

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

5.8 Removal of Abandoned Attachments. At its sole expense, Licensee shall remove any of its Attachments or any part thereof that are abandoned (Abandoned Attachment) as provided in this Paragraph 5.8 (Removal of Abandoned Attachments). An Abandoned Attachment that Licensee has failed to remove as required in this paragraph shall constitute an unauthorized Attachment and is subject to the Unauthorized Attachment Fee specified in Appendix A, unless Licensee is paying an Attachment Fee for such Attachment. Except as otherwise provided in this Agreement, Licensee shall remove Abandoned Attachments within one (1) year of the Attachment becoming abandoned, unless Licensee receives written notice from City that removal is necessary to accommodate City's or another Attaching Entity's use of the affected Pole(s), in which case Licensee shall remove the Abandoned Attachment within sixty (60) days of receiving the notice. Where Licensee has received a Permit to Overlash an Abandoned Attachment, such Abandoned Attachment may remain in place until City notifies Licensee that removal is necessary to accommodate City's or another Attaching Entity's use of the affected Pole(s).

Article 6 - Private and Regulatory Compliance

6.1 Necessary Authorizations. Before Licensee occupies any of City's Poles, Licensee shall obtain from the appropriate authority, any required authorization to construct, operate, or maintain its Communications Facilities on public or private property. City retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee's obligations under this Article include, but are not limited to, its obligation to obtain and pay for all necessary approvals to occupy public/private rights-of-way and all necessary licenses and authorizations to provide the services that it provides over its Communications Facilities. Licensee shall defend, indemnify, and reimburse City for all losses, costs, and expenses, which City may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities on City's Poles or to provide particular services. The defense, indemnification and reimbursement shall be subject to the procedures set forth in Article 17.3.

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

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

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

Article 7 - Permit Application Procedures

7.1 Permit Required. Licensee shall not make any Attachments to any of City's Poles without first applying for and obtaining a Permit pursuant to the applicable requirements of Appendix B.

7.2 Permits for Overlapping. As set out in Paragraph 3.12 (Overlapping), Permits are

required for any Overlashing allowed under this Agreement and Licensee, Licensee's Affiliate or other third party, as applicable, shall pay any necessary Make-Ready Work costs to accommodate such Overlashing. Any Overlashing shall take place within the communications space on a pole as indicated on Appendix B.

7.3 Professional Certification. At Licensee's sole expense, a qualified and experienced professional engineer must certify the design. In addition, a qualified and experienced individual, other than the contract installer, must verify that Licensee's Communications Facilities were installed on the identified Poles in compliance with the design and standards in Paragraph 5.1 (Installation/Maintenance of Communications Facilities). City, at its reasonable discretion, may waive the requirements of this Paragraph.

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

- (a) **Review Period.** City shall review and respond to Permit Applications for routine installations as promptly as is reasonable with a goal of providing a response during normal circumstances of within thirty (30) days of receipt. For Permit Applications seeking Attachments to 50 or more Poles, the City will have an additional 15 working days to review. The City's response will either provide a written explanation as to why the Application is being denied, in whole or in part, or provide an estimate of the costs of all necessary Make-Ready Work.
- (b) **Approval of Make Ready.** Upon receipt of City's Make-Ready estimate, Licensee shall have fourteen (14) days to approve the estimate.
- (c) **Completion of Make Ready Work.** City will complete routine Make-Ready Work within ninety (90) days of receipt of payment. If there are extenuating circumstances that make the necessary work more complicated or time-consuming, the City shall identify those factors in the Make-Ready estimate and the parties shall agree upon a reasonable timeframe for completion.
- (d) **Tolling.** City may toll the time period for completion of Make-Ready Work by written notice in order to respond to severe storms, natural disasters, or other emergency situations.

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

Article 8 - Make-Ready Work/Installation

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

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

8.3 Who May Perform Make-Ready Work. Electric Make-Ready Work shall be performed only by City and/or a contractor authorized by City to perform such work. If City cannot perform the Make-Ready Work to accommodate Licensee's Communications Facilities within ninety (90) calendar days of Licensee's request for Attachment(s), Licensee may seek permission from Utility for Licensee to employ a qualified contractor to perform such work.

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

8.5 Licensee's Installation/Removal/Maintenance Work.

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

Article 9 - Transfers

9.1 Required Transfers of Licensee's Communications Facilities. If City reasonably determines that a transfer of Licensee's Communications Facilities is necessary, City will require Licensee to perform such transfer within sixty (60) calendar days after receiving notice from City. If Licensee fails to transfer its Facilities within sixty (60) calendar days after receiving such notice from City, City shall have the right to transfer Licensee's Facilities using its personnel and/or contractors. The costs of such transfers shall be apportioned as specified under Article 10 (Modifications and/or Replacements). City shall not be liable for damage to Licensee's Facilities except to the extent provided in Paragraph 17.1 (Liability). The written advance notification requirement of this Paragraph shall not apply in emergency situations. In emergency situations, City shall provide such advance notice as is practical, given the urgency of the particular situation. City shall then provide written notice of any such actions taken within ten (10) days following the occurrence. Irrespective of who owns Facilities that are Overlashed on to Licensee's Attachments, Licensee is responsible for the transfer of such Facilities.

Article 10 - Modifications and/or Replacements

10.1 Licensee's Action Requiring City Modification/Replacement. If any Pole to which Licensee desires to make Attachment(s) has insufficient capacity, or otherwise cannot support or accommodate the additional facilities in accordance with all Applicable Standards, City will notify Licensee of the necessary Make-Ready Work, and associated costs, to provide an adequate Pole or Pole space including, but not limited to, replacement of the Pole and/or rearrangement or transfer of City's Facilities, as well as the facilities of other Attaching Entities. If Licensee elects to go forward with the necessary changes, subject to the provisions of Section 10.5(c), City may proceed with Make-Ready Work. Licensee shall pay to City the actual cost of the Make-Ready Work, performed by City, in accordance with Paragraph 4.9 (Determination of Charges). City, in its reasonable discretion, may require advance payment.

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

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

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

associated with such modification or replacement.

10.4 Guying. The use of guying to accommodate Licensee's Attachments shall be provided by, and at the expense of, Licensee and to the satisfaction of City. Licensee shall not attach its guy wires to City's anchors without prior written permission of City. If permission is granted, Make-Ready charges may apply.

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

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

10.6 City Not Required to Relocate. Nothing in this Agreement shall be construed to require City to relocate its Attachments or to modify or replace its Poles for the benefit of Licensee, provided, however, any denial by City for modification of the Pole is based on nondiscriminatory standards of general applicability.

Article 11 - Abandonment or Removal of City Facilities

11.1 Notice of Abandonment or Removal of City Facilities. If City desires at any time to abandon, remove, or underground any City Facilities to which Licensee's Communications

Facilities are attached, it shall give Licensee notice in writing to that effect at least ninety (90) calendar days prior to the date on which it intends to abandon or remove such City's Facilities. Notice may be limited to thirty (30) calendar days if City is required to remove or abandon its City Facilities as the result of the action of a third party and the lengthier notice period is not practical. Such notice shall indicate whether City is offering Licensee an option to purchase the Pole(s). If, following the expiration of the thirty (30) or ninety (90) day period as applicable, Licensee has not yet removed and/or transferred all of its Communications Facilities and has not entered into an agreement to purchase City's Facilities pursuant to Section 11.2 (Option to Purchase Abandoned Poles), City shall have the right, but not the obligation, to remove or transfer Licensee's Communications Facilities at Licensee's expense, {subject to applicable reimbursement clause in City Franchise Agreement}. City shall give Licensee prior written notice of any such removal or transfer of Licensee's Facilities. Licensee's failure to remove its Facilities as required under this Paragraph shall subject Licensee to the fees listed in **Appendix A**.

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

Article 12 - Removal of Licensee's Facilities

12.1 Removal on Expiration/Termination. At the expiration or other termination of this Agreement or individual Permit(s), Licensee shall remove its Communications Facilities from the affected Poles at its own expense within sixty (60) calendar days. If Licensee fails to remove such Facilities, City shall have the right, but not the obligation, to remove or transfer such Facilities at Licensee's expense. Notwithstanding the foregoing, if the parties are negotiating a replacement agreement in good faith, Licensee shall not be required to remove its Facilities whether or not this Agreement or individual Permit(s) have expired or been terminated.

Article 13 - Termination of Permit

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

13.2 Surrender of Permit. Licensee may at any time surrender any Permit for Attachment(s) and remove its Communications Facilities from the affected Pole(s), provided, however, that Licensee shall notify City when the work is complete. All such work is subject to the insurance requirements of Article 19 (Insurance). No refund of any fees or costs will be made upon removal. If Licensee surrenders such Permit pursuant to the provisions of this Article, but fails to remove its Attachments from City's Facilities within sixty (60) calendar days thereafter, City shall have the right, but not the obligation, to remove Licensee's Attachments at Licensee's expense.

Article 14 - Inspection of Licensee's Facilities

14.1 Inspections. City may conduct an inventory to determine the number of Licensee's

billable attachments, no more than once every five (5) years. Licensee shall pay its pro-rata share, along with other Attaching Entities, for such inventory. City may also conduct routine safety inspections of its Pole(s), including Attachments at any time. The cost of safety inspection conducted at the same time as the inventory will be included in the pro-rata cost indicated above. Safety inspections conducted outside of an inventory count will be borne by the City. Licensee shall correct all Attachments that Licensee caused to not be in compliance with Applicable Standards within sixty (60) calendar days of notification, or such longer period as may be necessary under the circumstances.

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

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

Article 15 - Unauthorized Occupancy or Access

15.1 Unauthorized Attachments. If any of Licensee's Attachments are found occupying any Pole for which no Permit has been issued, City shall issue a list of such Attachments to Licensee so that Licensee can verify that the Attachments belong to Licensee with an approved permit. Licensee shall have - no longer than 90 calendar days or as otherwise agreed to by the Parties to perform such verification and the City shall cooperate with Licensee in its efforts to verify the inventory. City, without prejudice to its other rights or remedies under this Agreement, may assess an Unauthorized Access Fee, as specified in Appendix A, in lieu of any back rent that may be owed. Following agreement amongst the Parties as to the number of unauthorized attachments, Licensee shall pay such Fee within thirty (30) calendar days of City's invoice. City shall have the right, but not the obligation, to remove such Communications Facilities at Licensee's expense.

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

Article 16 - Reporting Requirements

16.1 Reporting. At the time that Licensee pays its annual attachment fee, Licensee shall also provide the following information to City:

- (a) An up-to-date electronic map depicting the locations of its Attachments, in a format specified by City.

- (b) All Attachments that have become abandoned during the relevant reporting period. The report shall identify the Pole on which the abandoned Attachment is located, describe the abandoned equipment, and indicate the approximate date the Attachment was abandoned.

Article 17 - Liability and Indemnification

17.1 Liability. City reserves to itself the right to maintain and operate its Poles in the manner that will best enable it to fulfill its service requirements. Licensee agrees to use City's Poles at Licensee's sole risk, except as otherwise provided herein. Notwithstanding the foregoing, City shall exercise reasonable precaution to avoid damaging Licensee's Communications Facilities and shall report to Licensee the occurrence of any such damage caused by its employees, agents or contractors. Subject to Paragraph 17.5 (Municipal Liability Limits), as applicable, City agrees to reimburse Licensee for all reasonable costs incurred by Licensee for the physical repair of facilities damaged by the negligence or willful misconduct of City.

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

17.3 Procedure for Indemnification.

- (a) City shall give prompt written notice to Licensee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against City, City shall give the notice to Licensee as promptly as reasonably practical and no later than ten (10) calendar days after City receives written notice of the action, suit, or proceeding.
- (b) City's failure to give the required notice will not relieve Licensee from its obligation to indemnify City unless, and only to the extent, that Licensee is materially prejudiced by such failure.
- (c) Licensee will have the right at any time, by notice to City, to participate in or assume control of, the defense of the claim with counsel of its choice. City agrees to cooperate fully with Licensee. If Licensee assumes control of the defense of any third-party claim, City shall have the right to participate in the defense at its

own expense. If Licensee does not assume control or otherwise participate in the defense of any third-party claim, Licensee shall be bound by the results obtained by City with respect to the claim.

- (d) If Licensee assumes the defense of a third-party claim as described above, then in no event will City admit any liability with respect to, or settle, compromise or discharge, any third-party claim without Licensee's prior written consent, and City will agree to any settlement, compromise or discharge of any third-party claim which Licensee may recommend which releases City completely from such claim, without cost to City.

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

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

17.6 Attorney's Fees and Costs. If either party is successful in an action in a court of competent jurisdiction under this Agreement, and is granted a final and appealable order to enforce this Agreement, the losing party shall pay successful party's reasonable attorney's fees

and costs.

17.7 Under no circumstances shall either party be liable to the other party or the other party's customers for special, indirect, incidental, punitive, exemplary or consequential damages suffered by the other party or any customer of the other party for the lost profits or other business interruption damages, whether by virtue of any statute in tort or in contract, under any provisions of indemnity or otherwise, regardless of the theory of liability upon which such claim may be based.

Article 18 - Duties, Responsibilities, and Exculpation

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

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

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

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

18.5 Requests to De-Energize. If City de-energizes any equipment or line at Licensee's request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse City in accordance with Paragraph 4.09 (Determination of Charges), for all costs and expenses that City incurs in complying with Licensee's request. Before City de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating Licensee's request.

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

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

Article 19 - Insurance

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

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

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

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

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

19.4 Limits. The limits of liability set out in this Article may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Licensee's exposure to risk.

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

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

Article 20 - Authorization Not Exclusive

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

Article 21 - Assignment

21.1 Limitations on Assignment. Licensee shall not assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed; except that Licensee may, without the prior consent of the City, assign all of its rights under this Agreement to a parent, subsidiary, or Affiliate of Licensee. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns. For the purposes of the Section, "Affiliate" means, any entity that controls or is controlled by Licensee, or is under common control with Licensee.

21.2 Obligations of Assignee/Transferee and Licensee. Licensee shall remain fully liable under this Agreement and shall not be released from performing any of the terms, covenants, or conditions of this Agreement without the express written consent to the release of Licensee by City, except as otherwise provided in Section 21.1.

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

Article 22 - Failure to Enforce

Failure of City or Licensee to take action to enforce compliance with any of the terms or

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

Article 23 – Dispute Resolution

All parties agree to make every effort to settle disputes in good faith informally before instituting formal processes. Where informal efforts fail, any claim, controversy or dispute arising out of this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The mediation shall be conducted in Olmsted County, Minnesota, and in accordance with the Minnesota Civil Mediation Act, Minn. Stat. 572.31, et., seq. Any claim, controversy or dispute not resolved by mediation may be the subject of legal or equitable proceedings filed by either party. The venue for legal or equitable proceedings shall be in Olmsted County, Minnesota. The parties waive all rights to and claims for monetary awards other than compensatory damages, except as otherwise provided herein. During any dispute procedure or lawsuit, the parties will continue providing services to each other and performing their obligations under this Agreement.

Article 24 - Termination of Agreement

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

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

24.2 City will notify Licensee in writing within fifteen (15) calendar days, or as soon as reasonably practicable, of any defaults by Licensee under this Agreement. Licensee shall begin to take corrective action to cure any such defaults within fifteen (15) calendar days, and completion of such cure within sixty (60) days, or such longer period(s) mutually agreed to by the parties, before City will undertake any remedies under this Article.

24.3 If Licensee contests the existence of the default, it may invoke the dispute resolution procedures of Article 23 (Dispute Resolution).

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

Article 25 - Amending Agreement

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

Article 26 – Notices and Contact Information

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

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

with a copy to: purchasing@rpu.org

If to Licensee, at: { }

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

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

26.3 Both parties shall maintain a list of contacts in order to conduct business, including an emergency response number, not available to the general public, where each party can report damage to facilities or other situations requiring immediate communications between the parties. Such process shall ensure the ability to respond to concerns and requests. Failure to maintain an emergency contact shall eliminate City's liability to Licensee for any actions that City deems reasonably necessary given the specific circumstances.

Contacts:

	Licensee	City
Emergency Responder		507-280-1696
Non-Emergency Notification		edistribution@rpu.org
Billing/Receivable		jhighum@rpu.org 507-280-1673
Contract Contact		purchasing@rpu.org

Article 27 - Entire Agreement

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

Article 28 - Severability

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

Article 29 - Governing Law

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

Article 30 - Incorporation of Recitals and Appendices

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

Article 31 - Force Majeure

31.1 If either City or Licensee is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause either not attributable to the negligence or fault of, or beyond the reasonable control of, the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected party shall

endeavor to remove or overcome such inability as soon as reasonably possible.

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

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

{ }

CITY OF ROCHESTER

By _____,
Area Vice President

By _____
Kim Norton, Mayor

By _____
Kelly K. Geistler, Deputy City Clerk

Approved as to form:

By _____
Jason Loos, City Attorney

ROCHESTER PUBLIC UTILITIES

By _____
Mark Kotschevar, General Manager

APPENDIX A FEES & CHARGES

Effective Date January 1, 2020

1. Annual Attachment - \$23.76 per attachment

The Annual Attachment Fee may be adjusted from time-to-time by the Public Utility Board and is published in RPU's Rate Schedule, Miscellaneous Fees.

2. Administrative Fee - \$10,000

This is a non-refundable administrative fee for a new joint use agreement entered into after January 1, 2002. This fee does not apply to Charter/Spectrum as the attachments were installed on poles prior to January 1, 2002.

3. Permit Review - \$200 plus \$50 per pole

Non-refundable permit review fee for all new attachments. Maximum of 200 poles per permit application.

4. Unauthorized Attachment:

- 3 x annual attachment fee, per occurrence.

5. Failure to Timely Transfer, Abandon, or Remove Facilities:

This fee starts the day following the deadline in the written notice through completion of the work.

- \$5 per pole, per day.

RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the Master Pole Attachment Agreement authorizing the Mayor and City Clerk to execute the agreements and delegate each attaching entities final agreement to the General Manager, subject to approval by the City Attorney.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 26th day of January, 2021.

President

Secretary

FOR BOARD ACTION

Agenda Item # (ID # 12814)

Meeting Date: 1/26/2021

SUBJECT: Microsoft Enterprise Agreement License Renewal

PREPARED BY: Phil Teng

ITEM DESCRIPTION:

The Microsoft Enterprise Agreement (EA) is up for renewal. This Agreement entitles RPU to the use, updates and support of the Microsoft software products, including servers, workstations, databases, Office, etc. Staff is seeking approval for a three-year term (3-1-2021 through 2-28-2024) at a cost not to exceed \$636,350, billed annually. The purchase of this renewal is through a reseller, SHI International Corp and is governed by the State of MN cooperative purchase contract.

Microsoft doesn't release the Agreement until SHI receives approval of the quote they provided to RPU. For that reason, staff seeks Board approval, subject to the General Manager and City Attorney's review and approval of the Agreement.

UTILITY BOARD ACTION REQUESTED:

Approve a resolution to purchase the Microsoft license renewal through SHI International Corp, in an amount not to exceed \$636,350 plus applicable taxes, subject to the review and approval of the Agreement by the General Manager and City Attorney.



Pricing Proposal

Quotation #: 19957259

Reference #: Renewal from 64826810

Created On: 1/21/2021

Valid Until: 1/31/2021

MN ROCHESTER PUBLIC UTILITIES

MN Inside Account Manager

John Folkert

4000 EAST RIVER RD. NE

ROCHESTER, MN 55906

United States

Phone: (507) 280-1541

Fax:

Email: JFOLKERT@RPU.ORG

Ryan Galdamez

-

Phone: 732-652-4750

Fax: 732-652-4751

Email: Ryan_Galdamez@SHI.com

All Prices are in US Dollar (USD)



	Product	Qty	Your Price	Total
1	Azure prepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: Open Market Contract #: Open Market Coverage Term: 3/1/2021 – 2/28/2022 Note: Year 1 of 3	1	\$0.00	\$0.00
2	EMSE5FromSAGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MQX-00001 Contract Name: Open Market Contract #: Open Market Coverage Term: 3/1/2021 – 2/28/2022 Note: Year 1 of 3	250	\$140.04	\$35,010.00
3	O365GCCE5FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: T2P-00001 Contract Name: Open Market Contract #: Open Market Coverage Term: 3/1/2021 – 2/28/2022 Note: Year 1 of 3	250	\$348.06	\$87,015.00
4	PrjctPro ALNG SA MVL w1PrjctSvrCAL Microsoft - Part#: H30-00238 Contract Name: Open Market Contract #: Open Market Coverage Term: 3/1/2021 – 2/28/2022 Note: Year 1 of 3	9	\$196.03	\$1,764.27
5	PrjctSvr ALNG SA MVL Microsoft - Part#: H22-00475 Contract Name: Open Market Contract #: Open Market Coverage Term: 3/1/2021 – 2/28/2022 Note: Year 1 of 3	1	\$1,031.19	\$1,031.19
6	SQLCAL ALNG SA MVL UsrCAL Microsoft - Part#: 359-00961	190	\$34.73	\$6,598.70

Attachment: SHI Quote-19957259 (12814 : Microsoft Enterprise Agreement License Renewal)

Contract Name: Open Market
 Contract #: Open Market
 Coverage Term: 3/1/2021 – 2/28/2022
Note: Year 1 of 3

7	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7JQ-00343 Contract Name: Open Market Contract #: Open Market Coverage Term: 3/1/2021 – 2/28/2022 Note: Year 1 of 3	2	\$2,286.85	\$4,573.70
8	SQLSvrStd ALNG SA MVL Microsoft - Part#: 228-04433 Contract Name: Open Market Contract #: Open Market Coverage Term: 3/1/2021 – 2/28/2022 Note: Year 1 of 3	22	\$149.31	\$3,284.82
9	VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Contract Name: Open Market Contract #: Open Market Coverage Term: 3/1/2021 – 2/28/2022 Note: Year 1 of 3	16	\$101.85	\$1,629.60
10	VSPSubMSDN ALNG SA MVL Microsoft - Part#: 77D-00111 Contract Name: Open Market Contract #: Open Market Coverage Term: 3/1/2021 – 2/28/2022 Note: Year 1 of 3	10	\$312.34	\$3,123.40
11	WinE5FromSA ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-22362 Contract Name: Open Market Contract #: Open Market Coverage Term: 3/1/2021 – 2/28/2022 Note: Year 1 of 3	250	\$106.05	\$26,512.50
12	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL Microsoft - Part#: 6VC-01254 Contract Name: Open Market Contract #: Open Market Coverage Term: 3/1/2021 – 2/28/2022 Note: Year 1 of 3	80	\$22.00	\$1,760.00
13	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: Open Market Contract #: Open Market Coverage Term: 3/1/2021 – 2/28/2022 Note: Year 1 of 3	84	\$128.05	\$10,756.20
14	WinSvrDCCore ALNG SA MVL 16Lic CoreLic Microsoft - Part#: 9EA-00273 Contract Name: Open Market Contract #: Open Market Coverage Term: 3/1/2021 – 2/28/2022 Note: Year 1 of 3	2	\$1,024.03	\$2,048.06
15	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	192	\$18.05	\$3,465.60

Microsoft - Part#: 9EM-00270
 Contract Name: Open Market
 Contract #: Open Market
 Coverage Term: 3/1/2021 – 2/28/2022
Note: Year 1 of 3

16	WinSvrSTDCore ALNG SA MVL 16Lic CoreLic	55	\$283.29	\$15,580.95
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Microsoft - Part#: 9EM-00267
 Contract Name: Open Market
 Contract #: Open Market
 Coverage Term: 3/1/2021 – 2/28/2022
Note: Year 1 of 3

17	WINVDAPerDvc ALNG SubsVL MVL PerDvc	80	\$99.50	\$7,960.00
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Microsoft - Part#: 4ZF-00019
 Contract Name: Open Market
 Contract #: Open Market
 Coverage Term: 3/1/2021 – 2/28/2022
Note: Year 1 of 3



Subtotal	\$212,113.99
Total	\$212,113.99

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Annualized Payment:

Year 1 of 3: \$212,113.99
 Year 2 of 3 (Payment Due: 3/1/2022): \$212,113.99
 Year 3 of 3 (Payment Due: 3/1/2023): \$212,113.99

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#).

Attachment: SHI Quote-19957259 (12814 : Microsoft Enterprise Agreement License Renewal)



RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the purchase of the Microsoft license renewal through an agreement with SHI International Corp in an amount not to exceed SIX HUNDRED THIRTY-SIX THOUSAND THREE HUNDRED FIFTY AND 00/100 DOLLARS (\$636,350) plus applicable taxes, subject to the review and approval of the final agreement by the General Manager and City Attorney.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 26th day of January, 2021.

President

Secretary

FOR BOARD ACTION

Agenda Item # (ID # 12819)

Meeting Date: 1/26/2021

SUBJECT: District Energy System Utility

PREPARED BY: Peter Hogan

ITEM DESCRIPTION:

The Olmsted County Waste to Energy Facility (OWEF) supplies steam for heating and cooling to City Hall, Mayo Civic Center, Library, Art Center and Civic Theater buildings, as well as the County Government Center and Annex building. The steam line is in need of major maintenance costing about \$30 million to continue to serve these buildings. The County has decided not to make this investment and plans to decommission the steam line to downtown in October of 2023.

The City and County have worked with a consulting firm (MEP) to get estimates of the capital costs to convert or replace the current heating and cooling systems to alternative sources of heating and cooling. These options include in building solutions and a District Energy System (DES) that would provide 180 degree hot water and chilled water to the buildings for their heating and cooling needs. The MEP analysis, which included a simple pay back of capital costs and the change in electric and gas consumption, was presented to the Council in August 2020. This analysis did not include any operational costs for the scenarios being considered.

Evergreen Energy, who operates the St Paul, MN district energy system, was engaged to provide a business model that included the capital and consumption information from MEP, as well as projected operational costs of the different scenarios. This updated information is scheduled to be presented to the Council during a February 8, 2021 study session.

Management will be providing an informational presentation to the RPU Board regarding the scenarios being considered and discussing the possible involvement of Rochester Public Utilities if the Council elects to develop a District Energy System to serve existing City buildings and future development in the downtown area.

In the event that the Council elects to develop a District Energy Utility, management's desire would be for the Council to place that new utility under the governance of the RPU Board by ordinance as allowed for under the City Charter. The District Energy Utility would be a separate Enterprise fund and would have to be self funded. The Destination Medical Center Economic Development Agency (DMC/EDA) has committed \$2 million to support the implementation of a District Energy System.

While no immediate action is required, management would like to seek direction from the Board on supporting management's recommendation.

FOR BOARD ACTION

Agenda Item # (ID # 12819)

Meeting Date: 1/26/2021

UTILITY BOARD ACTION REQUESTED:

Board consensus on a recommendation to the Council regarding RPU's role in a potential district energy system.

FOR BOARD ACTION

Agenda Item # (ID # 12823)

Meeting Date: 1/26/2021

SUBJECT: Contribution in Lieu of Taxes

PREPARED BY: Peter Hogan

ITEM DESCRIPTION:

As requested at last month's board meeting, management will give a presentation on the history, current status and market comparison of the Contribution in Lieu of taxes policy. A copy of the policy is attached.

UTILITY BOARD ACTION REQUESTED:

No action required.

ROCHESTER PUBLIC UTILITIES BOARD POLICY STATEMENT

POLICY SUBJECT: Contribution in Lieu of Taxes

POLICY OBJECTIVE:

The Rochester Public Utility Board operates utility enterprises owned by the City of Rochester for the benefit of its consumer ratepayers. The Board's responsibility is to deliver adequate, reliable service to these ratepayers at an economic cost. The Board recognizes, however, that the services of City government are used in the operation of a utility enterprise. Accordingly, the Board desires to contribute to the City general fund annually a "fair share" amount of money which represents the cost of City government to be paid by the Board's consumer ratepayers. This amount of money will be designated as a "Contribution in Lieu of Taxes."

POLICY STATEMENT:

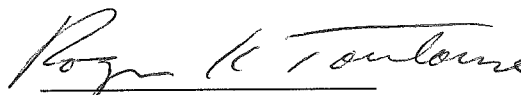
The Board desires to establish a method for determining the "Contribution in Lieu of Taxes" which fairly compensates the City for services provided, which can be estimated for budget purposes, and which eliminates the potential use of utility enterprise funds for meeting the revenue requirements of City government. Recognizing that any policy which affects the financial operation of the utility enterprises must be reviewed periodically with respect to changing conditions, the Board initially establishes the following guidelines for determining the annual "Contribution in Lieu of Taxes" to the City general fund:

1. "In Lieu of Tax Payments" will be computed on commodity sales of the electric and water utilities.
2. Commodity sales units are defined as kilowatt-hours (kWh) for the electric utility and one-hundred cubic feet (CCF) for the water utility.
3. The base unit amount for calculation of the payment will be \$0.00560/kWh for the electric system and \$0.05252/CCF for the water system.
4. Change to the base unit amount would only occur if a given utility has a rate increase. The base unit would be increased by the percentage increase in the Consumer Price Index (CPI) from the previous January through December reporting period. The effective date of increase would coincide with the utility rate increase date.

EFFECTIVE DATE OF POLICY: January 1, 1984

DATE OF POLICY REVISION: June 29, 1999

POLICY APPROVAL:


Board President

June 29, 1999
Date

Attachment: 27 Contribution in Lieu of Taxes (12823 : Contribution in Lieu of Taxes)

FOR BOARD ACTION

Agenda Item # (ID # 12822)

Meeting Date: 1/26/2021

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. Joint-Use of Fixed Facilities and Land Rights	10/8/1996	Ops & Admin
29. Customer Data Policy	10/9/2014	Communications
30. Life Support	9/24/2019	Communications
31. Electric Utility Undergrounding Policy	9/29/2020	Ops & Admin
Red - Currently being worked on		
Yellow - Will be scheduled for revision		

FOR BOARD ACTION

Agenda Item # (ID # 12830)

Meeting Date: 1/26/2021

SUBJECT: RPU Board Committee Assignments 2021

PREPARED BY: Christina Bailey

ITEM DESCRIPTION:

UTILITY BOARD ACTION REQUESTED:

Public Utility Board Committee Assignments 2021-22

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

FOR BOARD ACTION

Agenda Item # (ID # 12828)

Meeting Date: 1/26/2021

SUBJECT: Division Reports and Metrics - January 2021

PREPARED BY: Christina Bailey

ITEM DESCRIPTION:

UTILITY BOARD ACTION REQUESTED:

Division Reports & Metrics January 2021

CORE SERVICES
SAFETY, COMPLIANCE & PUBLIC AFFAIRS
POWER RESOURCES
CUSTOMER RELATIONS
CORPORATE SERVICES
FINANCIAL REPORTS

Division Reports & Metrics

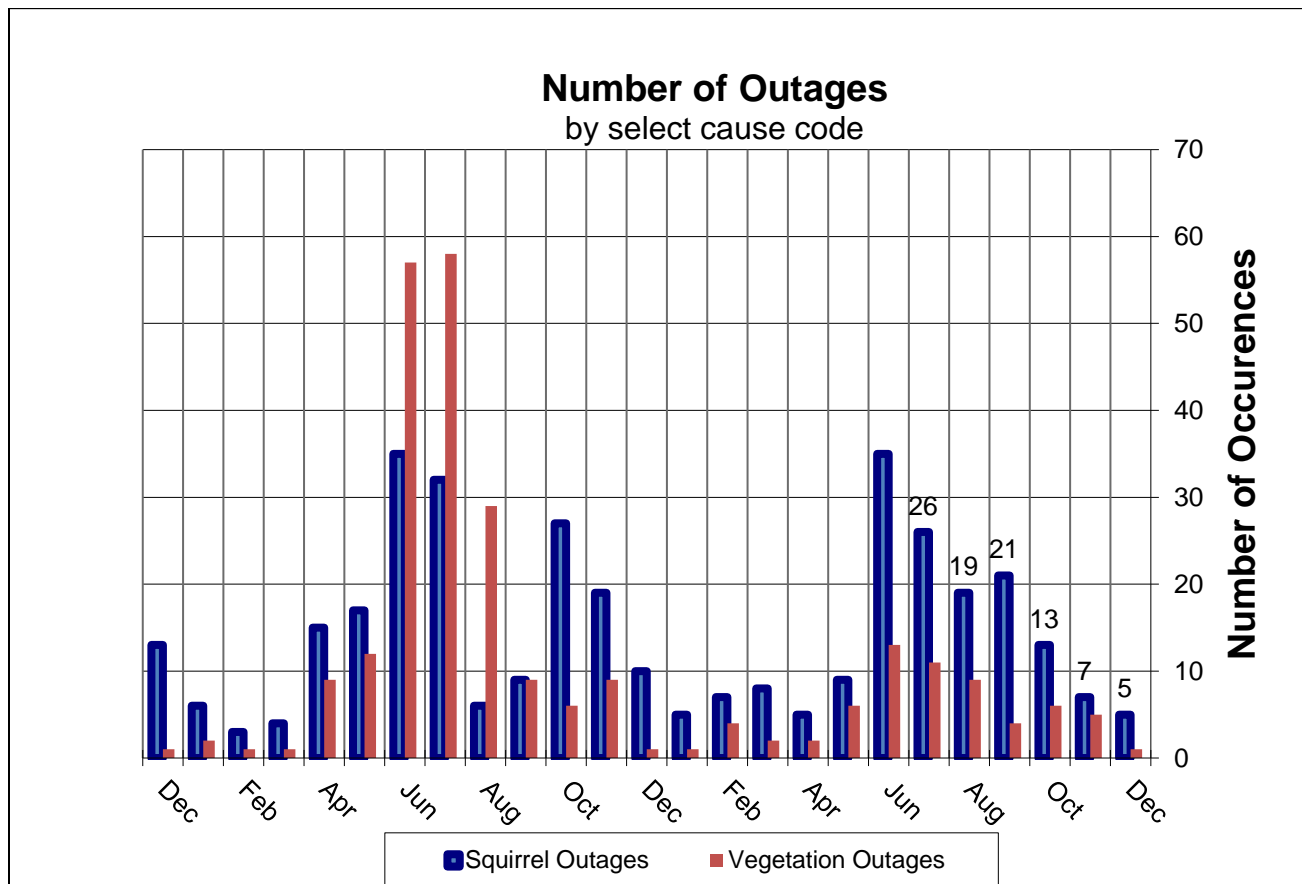
January 2021

Electric Utility:

1. Electric Outage Calculations for the month and year to date (Dec 2020 Data)

a. Reliability = 99.9997%	Year-to-date Reliability = 99.9943%
b. 164 Customers affected by Outages	Year-to-date Customers affected by Outages = 25,384
c. SAIDI = 0.14 min	Year-to-date SAIDI = 29.58 min
d. CAIDI = 52.51 min	Year-to-date CAIDI = 43.65 min

2. Electric Utility Operations – T&D, Engineering, System Ops, GIS, Tech Services:



- Summary of individual electrical outages (greater than 200 customers – Dec 2020 data)

# Customers	Date	Duration	Cause
N/A	N/A	N/A	N/A

- Summary of aggregated incident types (greater than 200 customers – Dec 2020 data)

# Customers	Total # of Incidents	Cause
N/A	N/A	N/A

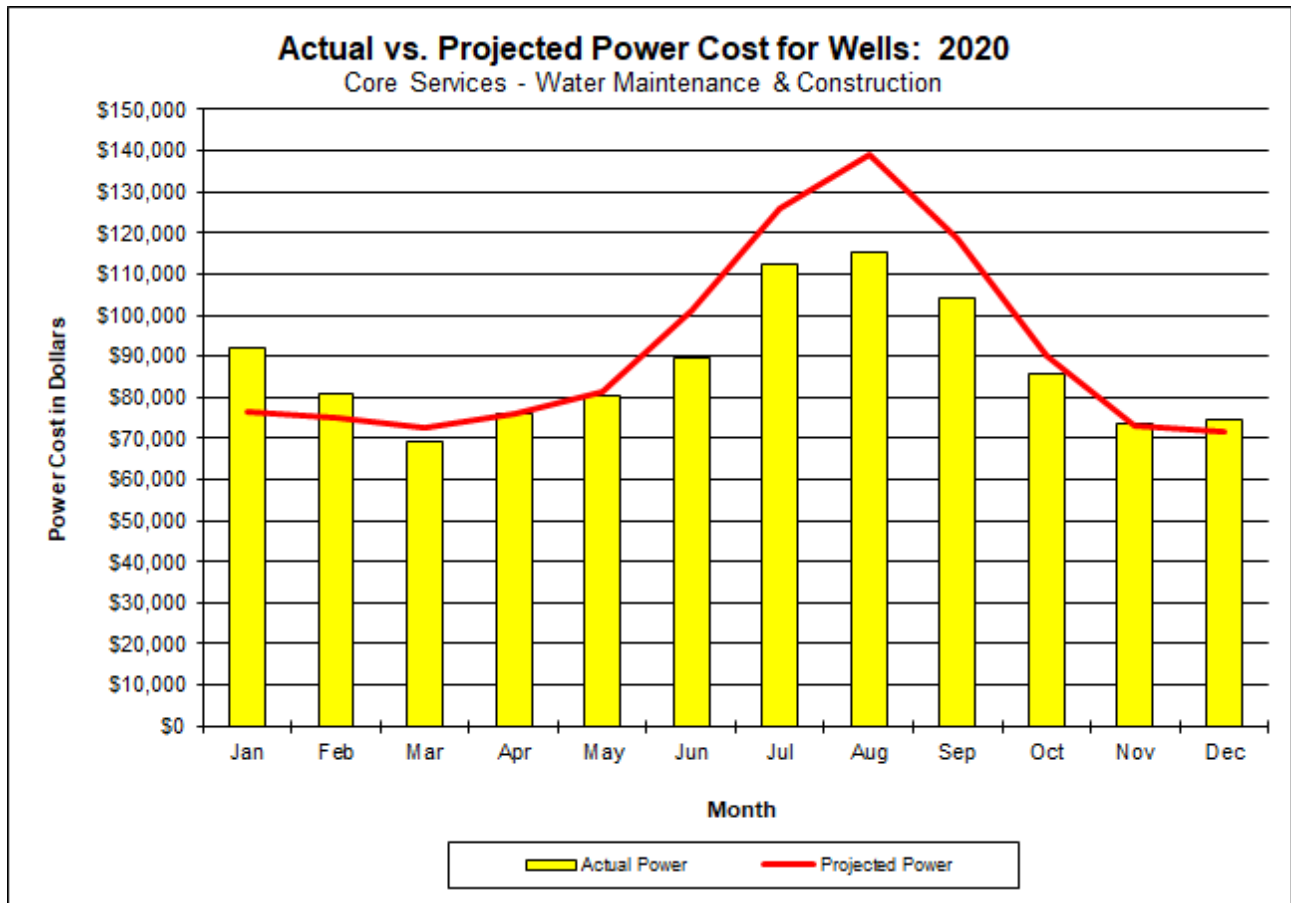
Water Utility:

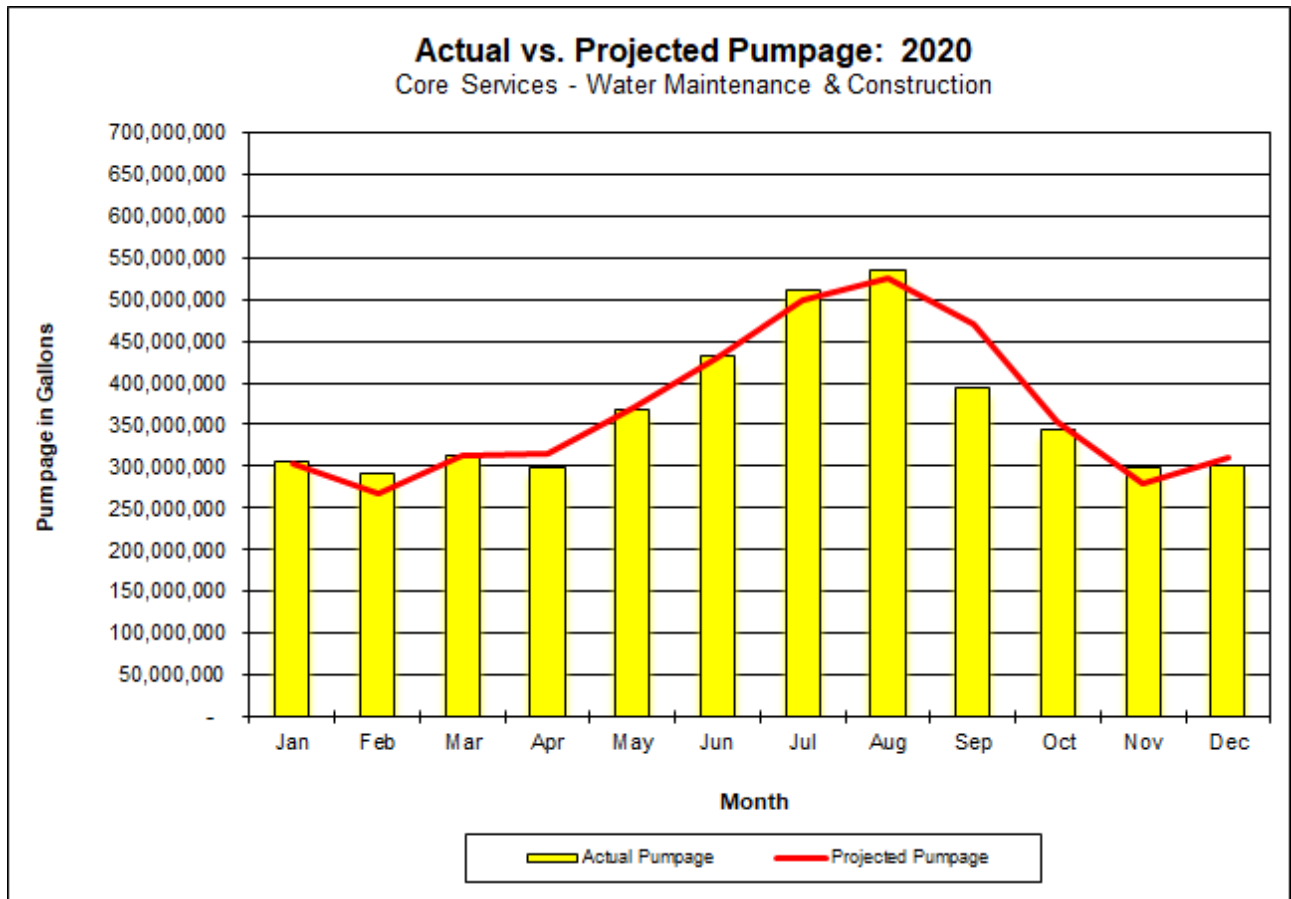
Water Outage Calculations for the month (Dec. 2020 data):

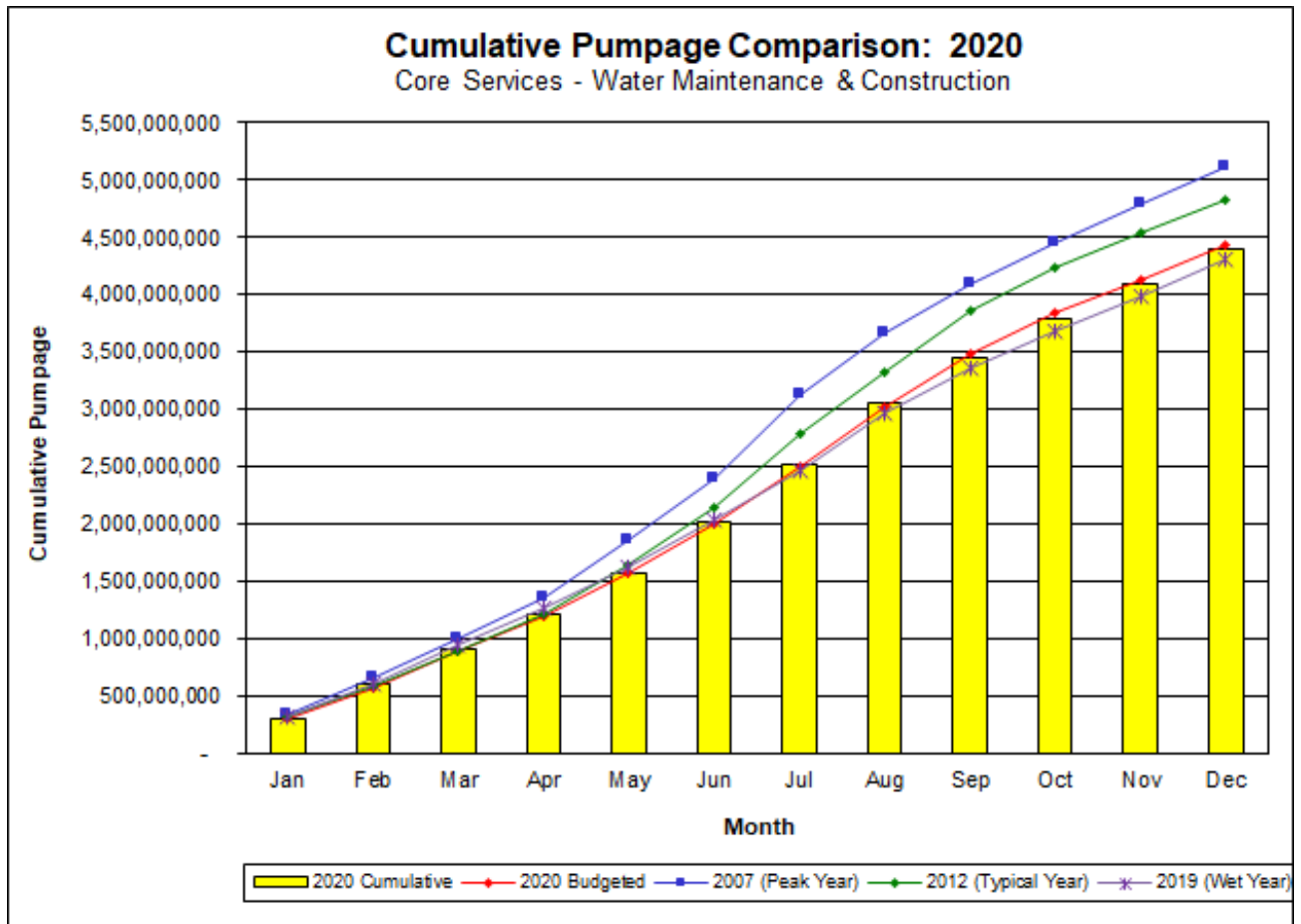
Water Outage Calculations for the month.

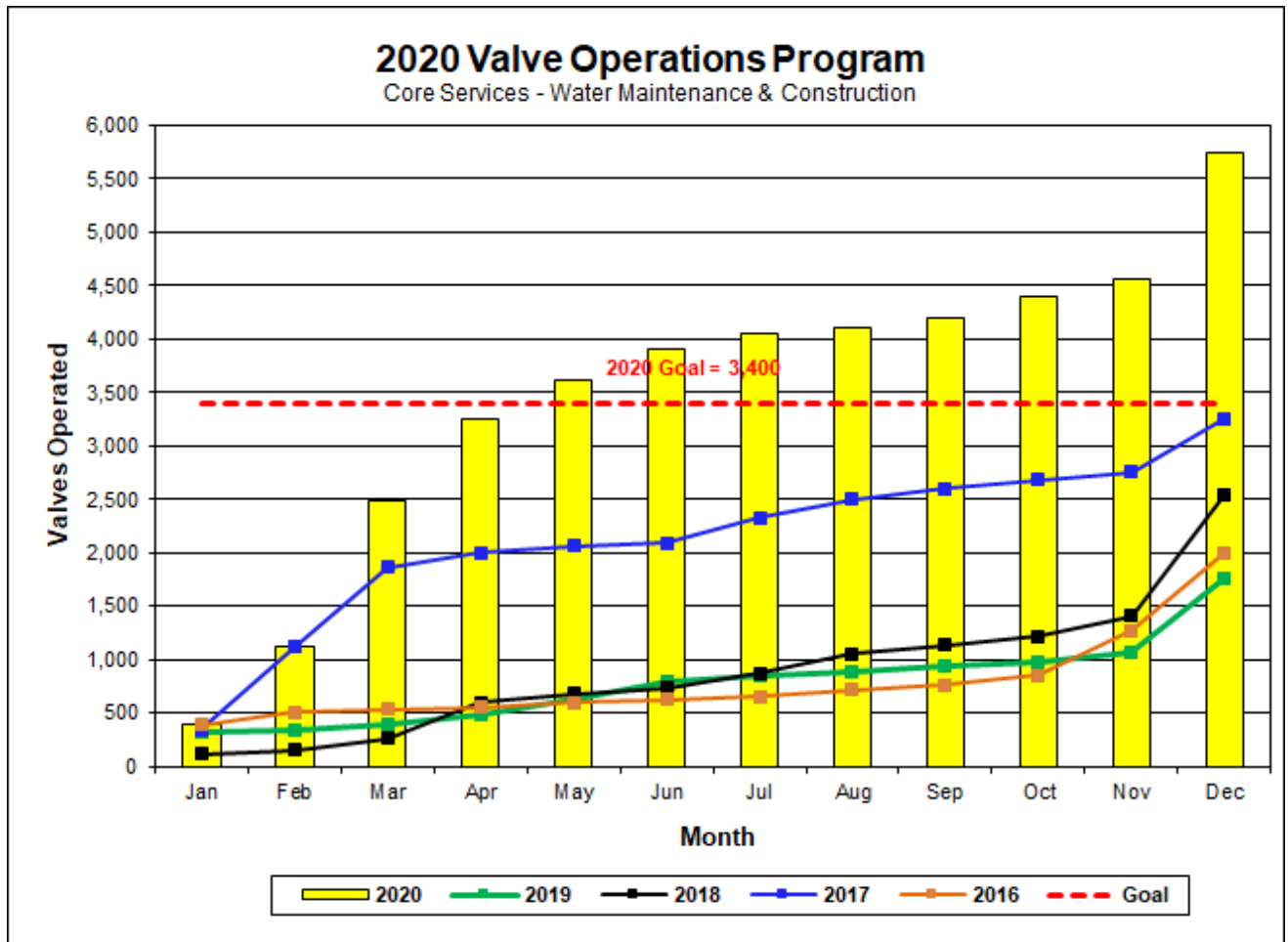
- | | |
|--------------------------------------|--|
| a. Reliability = 99.99926567% | Year-to-date Reliability = 99.99901199% |
| b. 114 Customers Affected by Outages | YTD Customers Affected by Outages = 1,492 |
| c. 224.0 Customer Outage Hours | Year-to-date Customer Outage Hours = 3,558 |
| d. SAIDI = 0.3 | Year-to-date SAIDI = 5.2 |
| e. CAIDI = 117.9 | Year-to-date CAIDI = 143.1 |
- Performed 858 Gopher State water utility locates during the month for a total of 17,964 for the year.
 - Gopher State locates were up approximately 18.5% over year end 2019
 - Repaired water distribution system failures or maintenance at the following locations during the month:

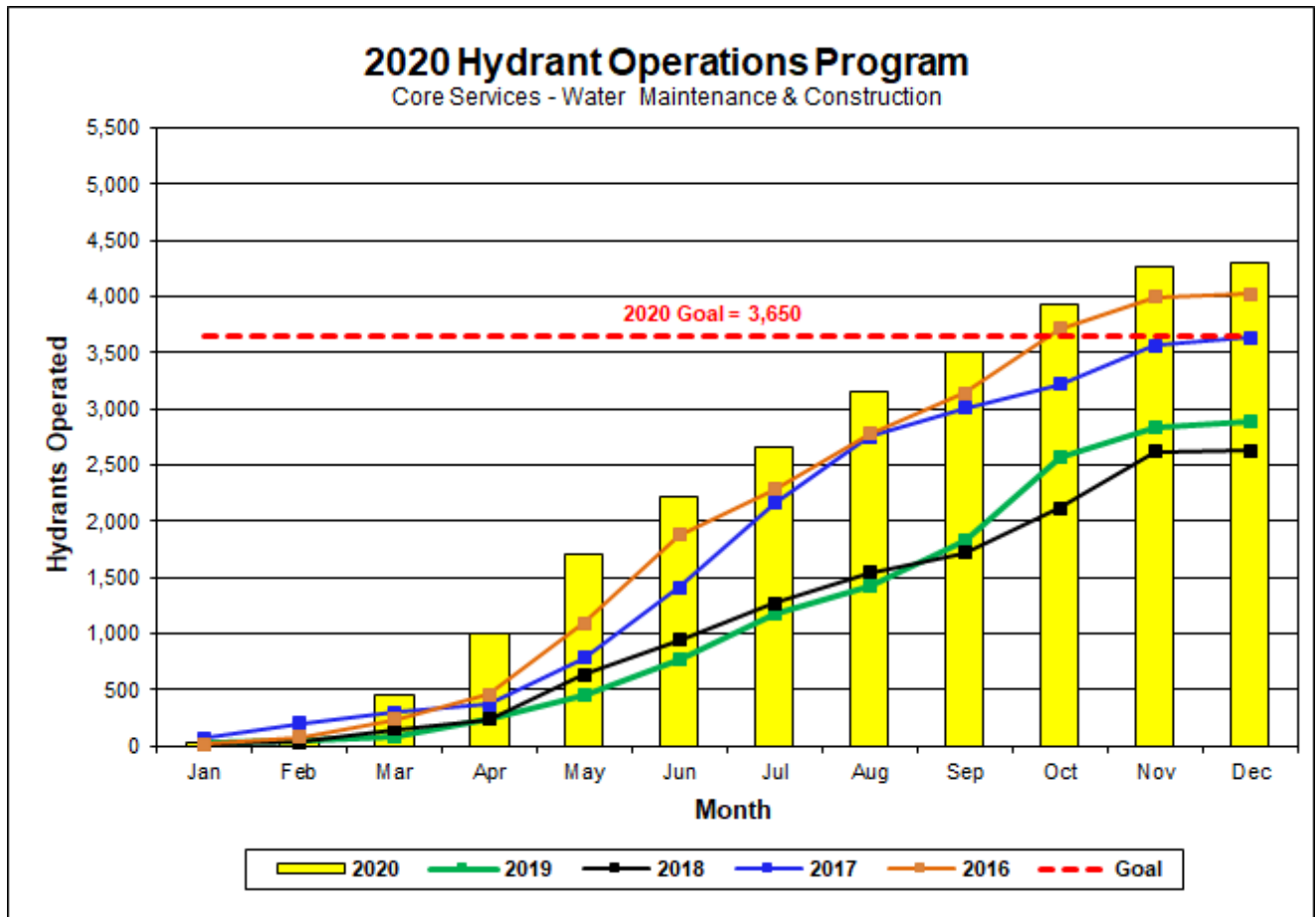
a. 19 th Ave NW & 37 th St NW – (Valve Bolt Corrosion) – 12/3	d. 1638 Hwy 52 N – Water Main Break) - 12/29
b. 19 th Ave NW & 37 th St NW – (Leaking Test Corporation Stop) – 12/8	e. 2312 3 rd Ave SW – (Corrosion Hole) – 12/30
c. 511 E Center St – (Corrosion Hole) – 12/21	f. 1105 8 th Ave SW – (Water Main Break) – 12/31
 - RPU personnel received 63 inquiries during the month by phone, email, and in person related to questions about letters that customers received regarding how to accomplish backflow testing and backflow prevention.











SAFETY / January 2021

1. Safety

TRAINING	Total Required Enrollments	Completions as of 12/31/2020	Percent Complete
December 2020	800	800	100%
Calendar Year to 12/31/2020	6347	6347	100%

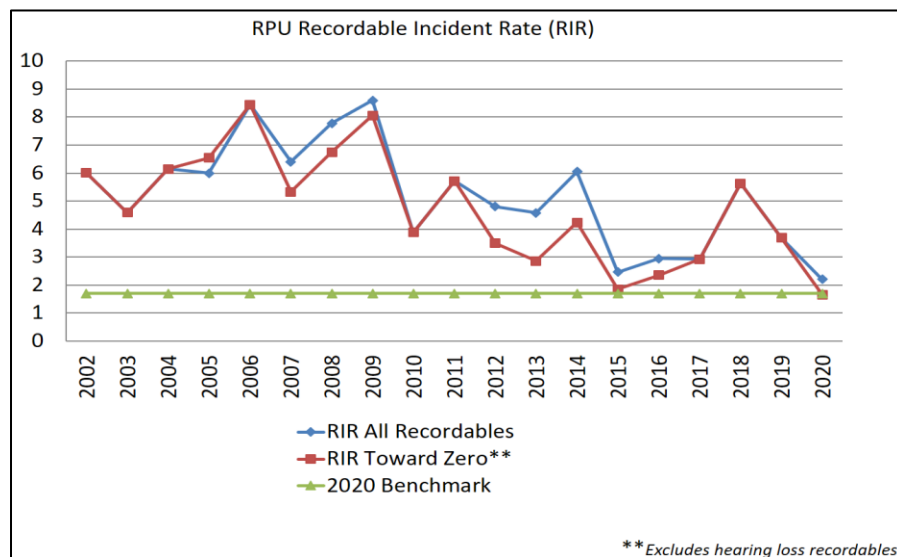
SAFETY TEAMS	Total Members	Members Attending	Percent Attending
December 2020	8	8	100%
Calendar Year to 12/31/2020	353	281	79.6%

INCIDENTS	Reports Submitted	OSHA Cases ¹	RPU RIR ²	BLS RIR ³
December 2020	1	0	--	--
Calendar Year to 12/31/2020	26	4	2.2	1.7

- ¹ Deemed to meet OSHA criteria as a recordable case by RPU Safety Manager, subject to change
² Recordable Incident Rate – Number of OSHA Recordable Cases per 100 employees.
³ Bureau of Labor Statistics nonfatal illnesses and injuries in the utility sector



22 of RPU's 24 departments are recordable injury free in 2020
 196 of RPU's 200 employees are recordable injury free in 2020



2020 OSHA Recordable Case Detail				
Work Area	Incident Date	Description	Primary Reason it's a Recordable	Corrective Action
T&D	1/13/2020	Sudden hearing loss in one ear (L)	Restricted Duty	N/A
T&D	3/10/2020	Branch snapped off while tree trimming and struck eyebrow (L) causing laceration	Lost Workdays Medical beyond first aid	Recommended additional face protection
T&D	4/28/2020	Pain in wrist (L) while opening rusty pad mount transformer door	Restricted Duty	N/A
Inventory Management	9/10/2020	While disassembling switch in stock yard, back of hand(R) made contact with chipped porcelain causing laceration	Restricted Duty Medical beyond first aid	Re-evaluating cut resistant glove use

SAFETY INITIATIVES

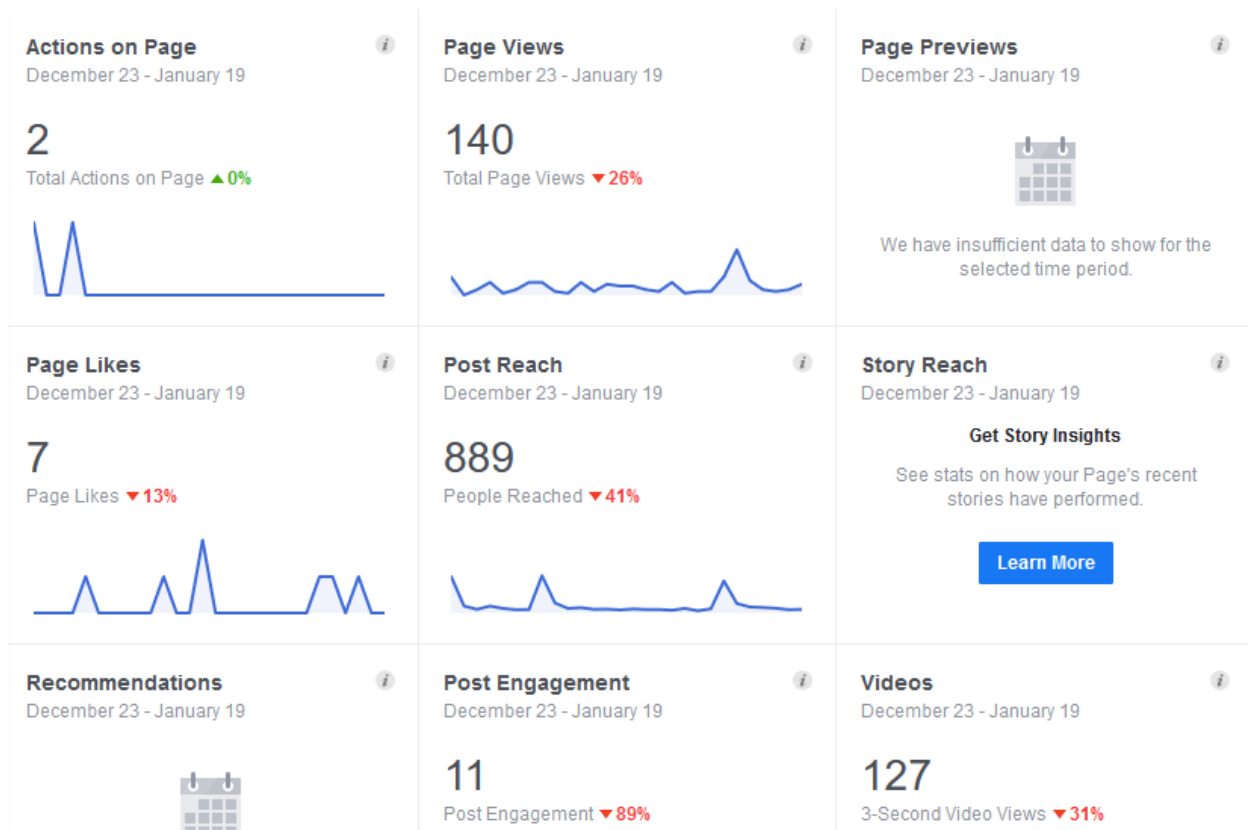
1. Developing RPU training modules to be used in the new Learning Management System
2. Established sub-committee of the Electrical Safety Standards Team to address arc flash labeling issues on an ongoing basis
3. Creating electronic forms for safety inspections, contractor data, etc.to be used in lieu of paper forms

2. Environmental & Regulatory Affairs

- On Dec. 18th Water Operations successfully completed the semi-annual proficiency test for lab certification. Proficiency testing enforces RPU's ability to perform a bacteria test in the RPU lab.
- On Dec. 30th Traut Well Company finished the clean out of Well #16. RPU Well #16 is being converted into a monitoring well nest. The well needed to be cleaned out to the depth of 1,010 feet prior to the installation of the monitoring wells. A submersible pump from 1973 was recovered as part of this process. Monitoring well construction is planned this spring.

3. Communications

- The whiteboard video for the upcoming time of use rate pilot program can now be found on the new RPU web page for the program.
- All of the new 2021 information regarding rates and rebates have been posted on the website for customers to access.
- We are re-shooting and editing Tips from Tony informational videos to include the new brand and logos.
- We are working with other city communicators on a service that will archive and log all social media interaction for all city social media accounts.



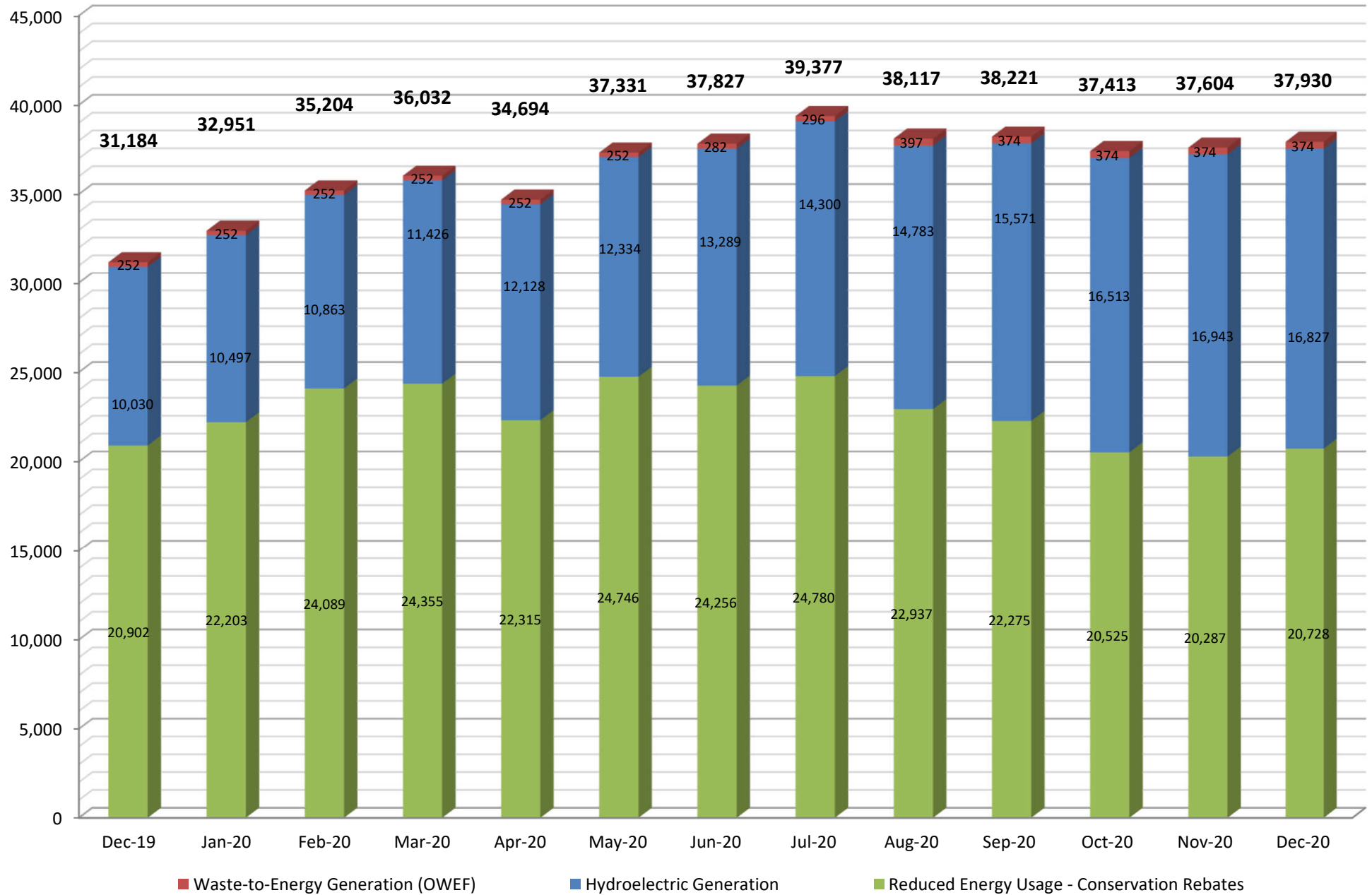
28 day summary with change over previous period



RPU Environmental Stewardship Metric

Tons CO2 Saved

12 Month Rolling Sum



Attachment: Division Reports January 2021 (12828 : Division Reports and Metrics - January 2021)

POWER RESOURCES MANAGEMENT

JANUARY 2021

Power Resources/ Fleet and Facilities/ Portfolio Optimization

- The RPU-Mayo steam line is operating at normal temperatures and pressures, with above-average steam flow. Averages for the month are below:
 - a. Steam flow average: 58,000 lb/hr
 - b. Steam temperature average: 740 F
 - c. Steam pressure average: 596 psi
- In December, RPU continued to bid GT1, GT2 and WES into the MISO day-ahead and real-time markets. Only GT2 and WES are capable of participating in the ancillary services market.
 - a. Ancillary Service Market – Supplemental Reserves
 - i. Cleared DA
 - 1. GT2 – 27 days
 - 2. WES – 31 days
 - ii. Deployment YTD
 - 1. GT2 – 2
 - 2. WES – 3
 - b. Dispatched by MISO
 - i. GT1 – 3 times YTD 32
 - ii. GT2 – 5 times YTD 60
 - iii. WES – 10 times YTD 129
 - c. Hours of Operation
 - i. GT1 – 9 hours YTD 172 hours
 - ii. GT2 – 23 hours YTD 334 hours
 - iii. WES – 86 hours YTD 980 hours
 - d. Electricity Generated
 - i. GT1 – 177 MWh YTD 3,672 MWh
 - ii. GT2 – 684 MWh YTD 10,948 MWh
 - iii. WES – 2,456 MWh YTD 34,944 MWh
 - e. Forced Outage
 - i. GT1 – 60.5 hours YTD 68 hours
 - ii. GT2 – 0 hours YTD 321 hours
 - iii. WES – 0 hours YTD 2 hours
 - f. MISO market Real Time Price averaged \$12.33/MWh and Day Ahead Price averaged \$14.88/MW

- Mechanical System Upgrade Project Status:
 - a. Phase 1 - Winter 2020 (Completed)
 - b. Phase 2 - Spring 2020 (Completed)
 - c. Phase 3 Fall 2020 - Replace 7ea Heat Pumps & AHU 4 (Completed)
- 2020 Vehicle Replacement Plan
 - a. New Digger Derrick - V647 has been completed and is in-service.
 - b. New Water Dump Truck – V675 has been completed and is in-service.
 - c. New Water Operations Pickup – V669 arrived and Fleet is installing the body.

CUSTOMER RELATIONS

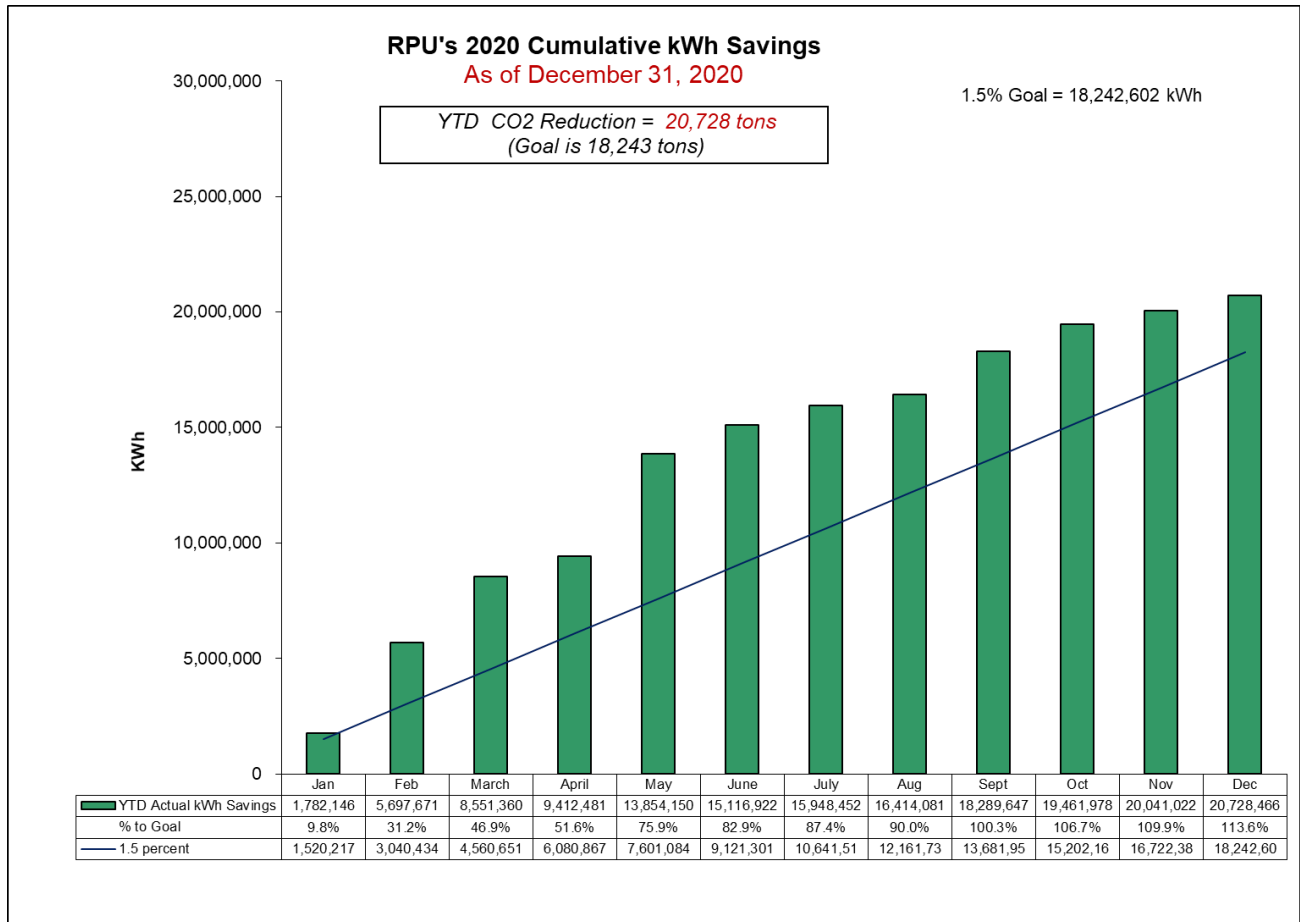
(Contact Center and Marketing, Commercial and Residential)

Stakeholder Engagement, Forums, and Meetings

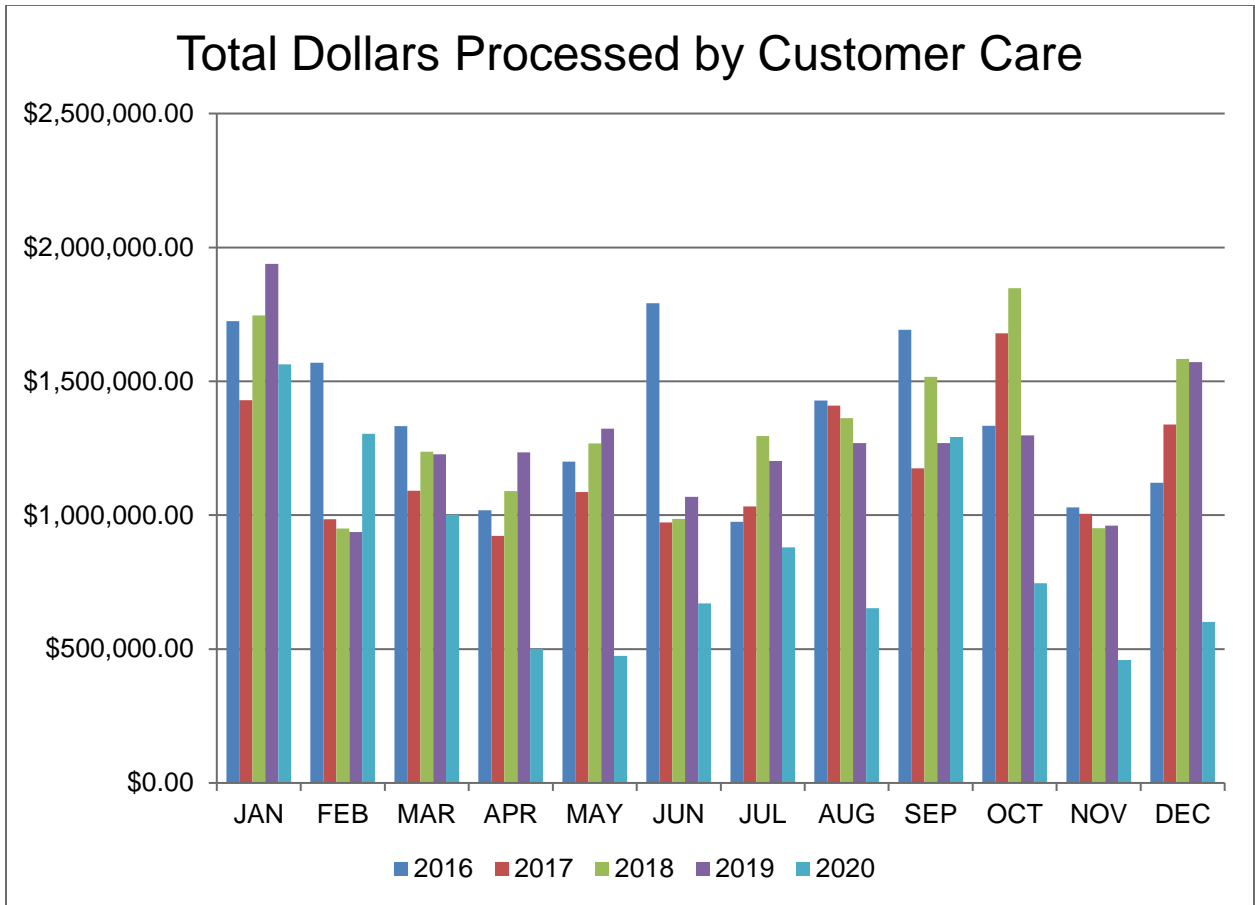
1. On January 14, marketing presented to the APPA Electric Vehicle Interest Group on RPU's journey about communicating with EV customers. We highlighted our relationships with outside organizations, events, and newly developed programs. There were approximately 100 APPA member utility attendees participating in the webinar.

Opportunities for Customers

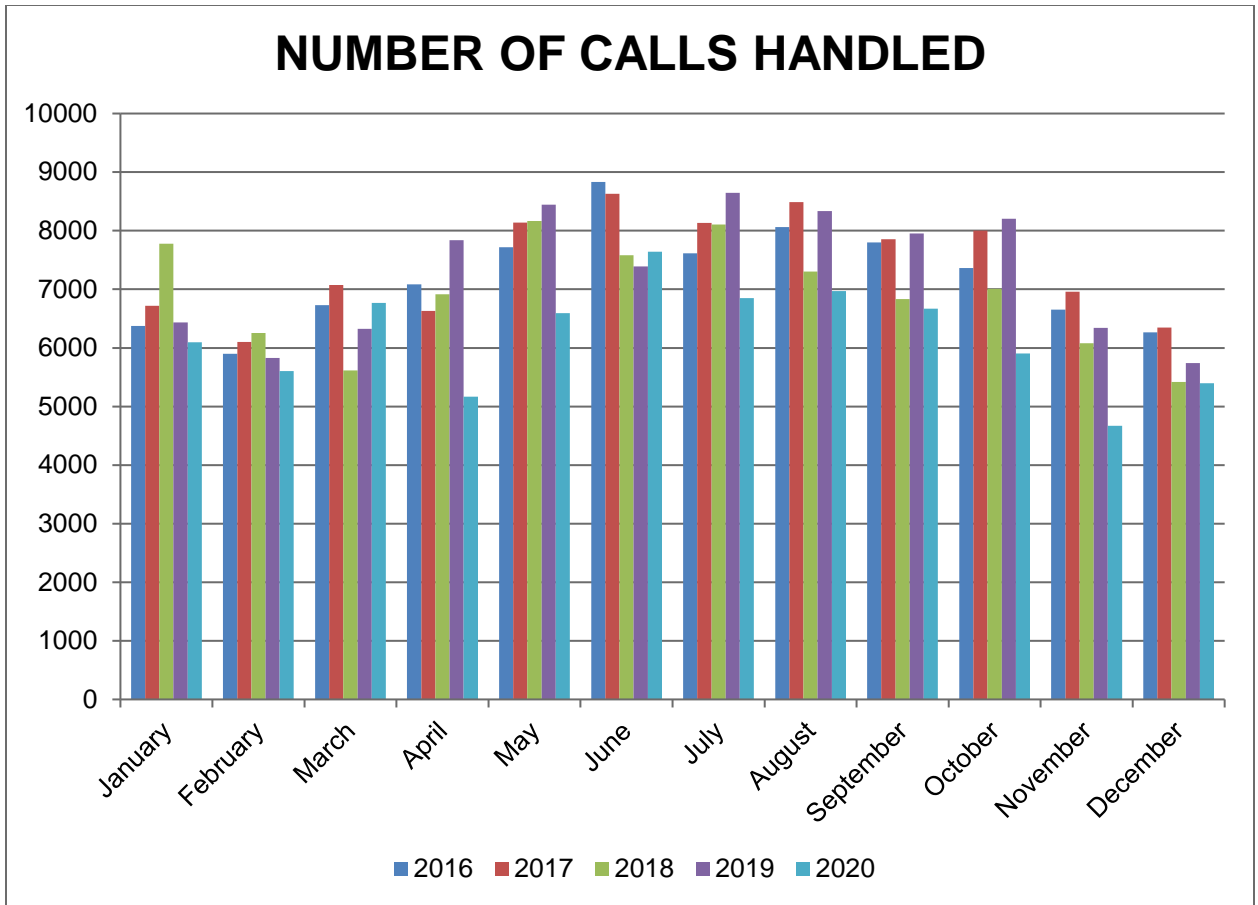
1. Our 2021 rebate applications are now available on our website, in our lobby, and at our local appliance and lighting stores.
2. Our Residential Time-of-Use Rate Pilot Program was officially rolled out in mid-January. Customers can learn more and enroll in the program by visiting our website, emailing us, or calling us directly. Here is the link to the new web page: <https://www.rpu.org/my-account/residential-time-of-use-rate-pilot-program.php>. On this page, you will also find the FAQs as well as the Informational Video.
3. A virtual Neighborhood Energy Challenge workshop with Community Education will be held on Saturday, January 30.



- Avoided kW = 2,946 kW
- Cost of Avoided kW = \$799.89/kW



- Total Number in Dollars Processed by Representatives: \$601,758 (graphed above)
- Total Number of Transactions Processed by Representatives: 3,297

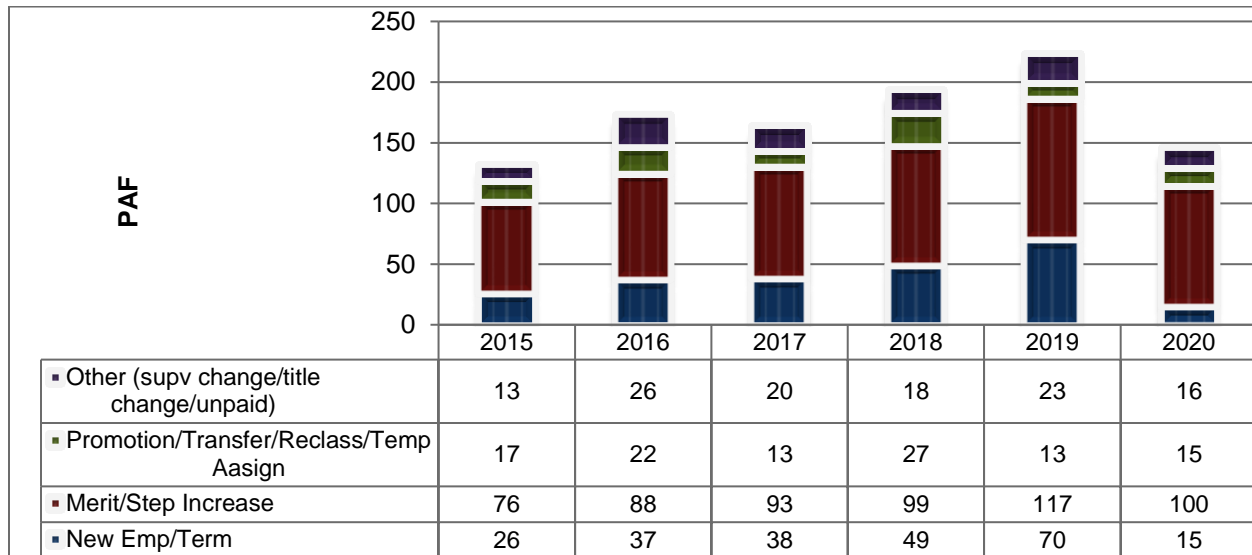


Total Number of Calls: 4,739 (graphed above)

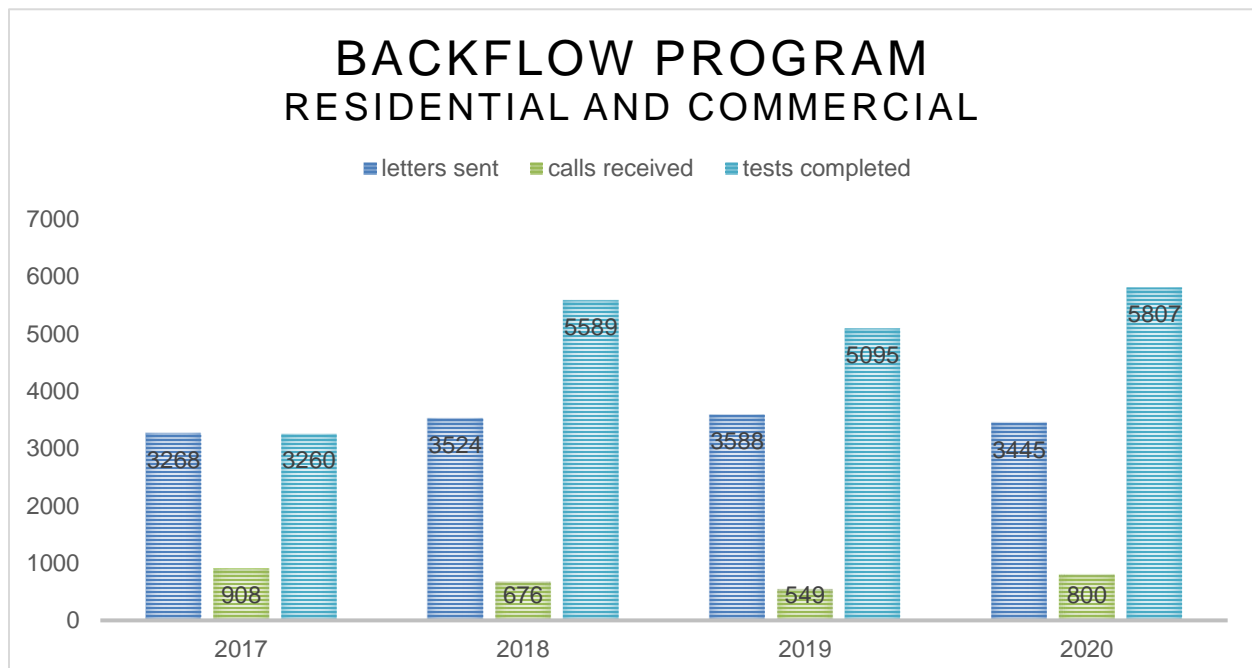
Corporate Services

1. Business Services:

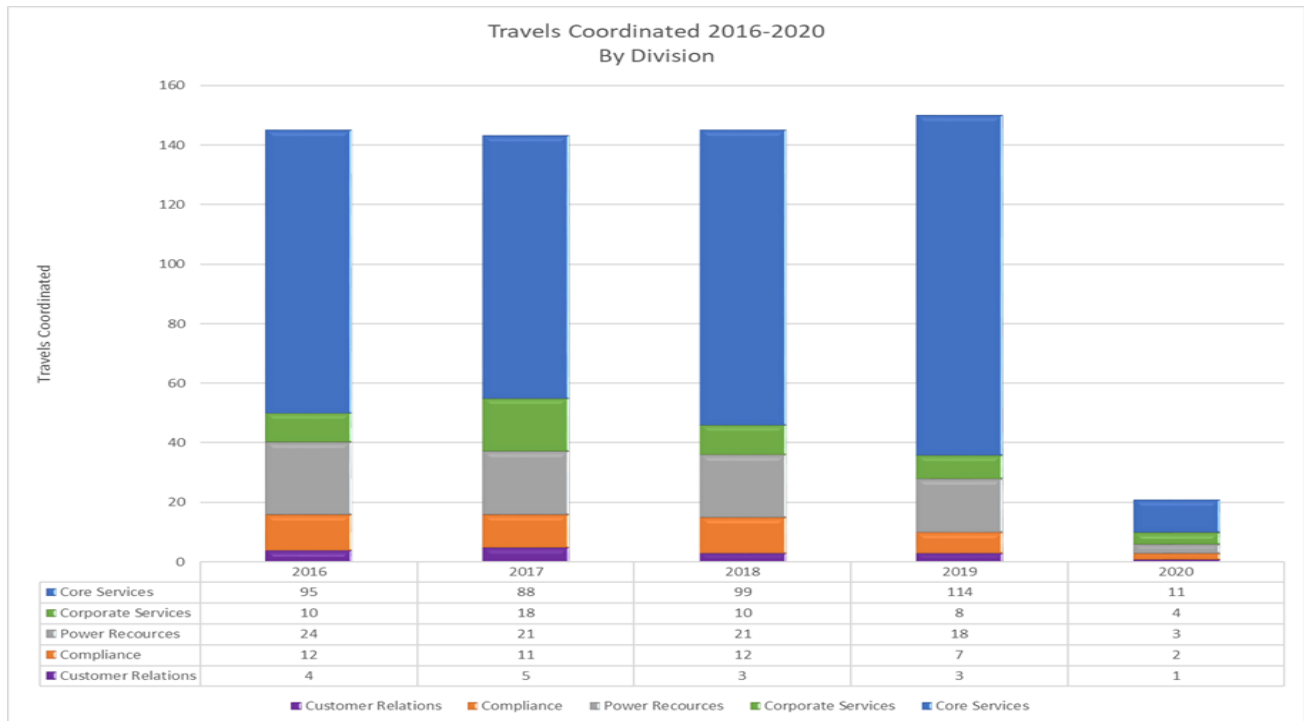
- Payroll/HR – HR activity was reduced in 2020 due to not filling vacant positions or hiring seasonal employees during 2020 in response to the pandemic financial impacts.



- Administrative – As part of the customer outreach efforts 44,367 customer letters were printed and mailed internally between June and December.
- Water Ops Back Flow – While letters mailed, decrease in 2020 phone calls received, and tests performed increased for 2020.

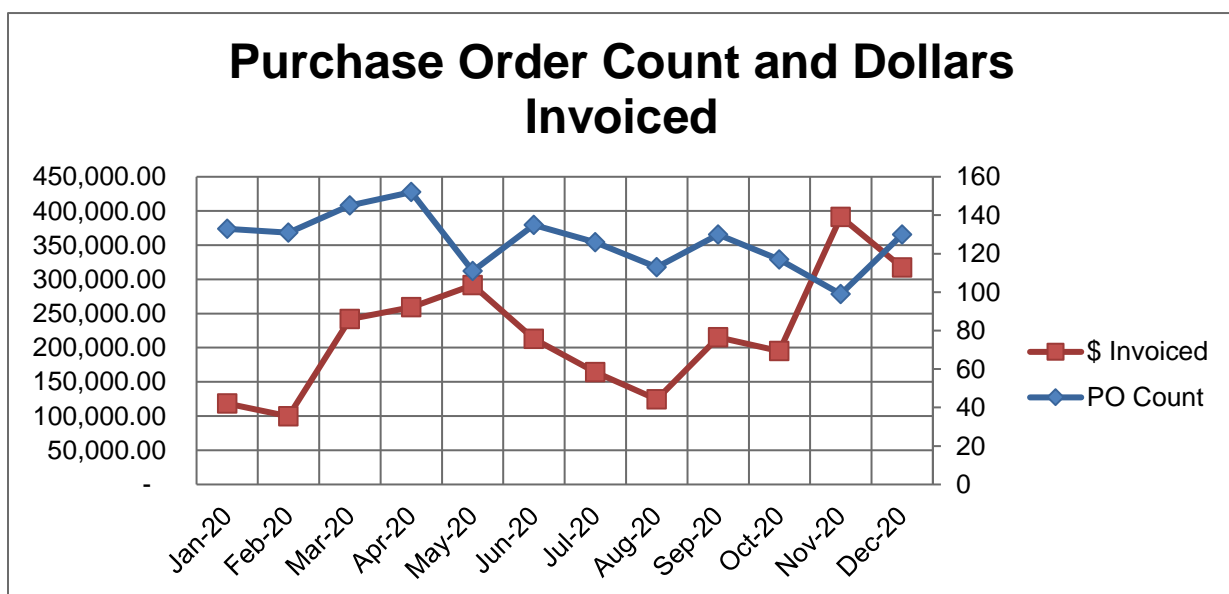


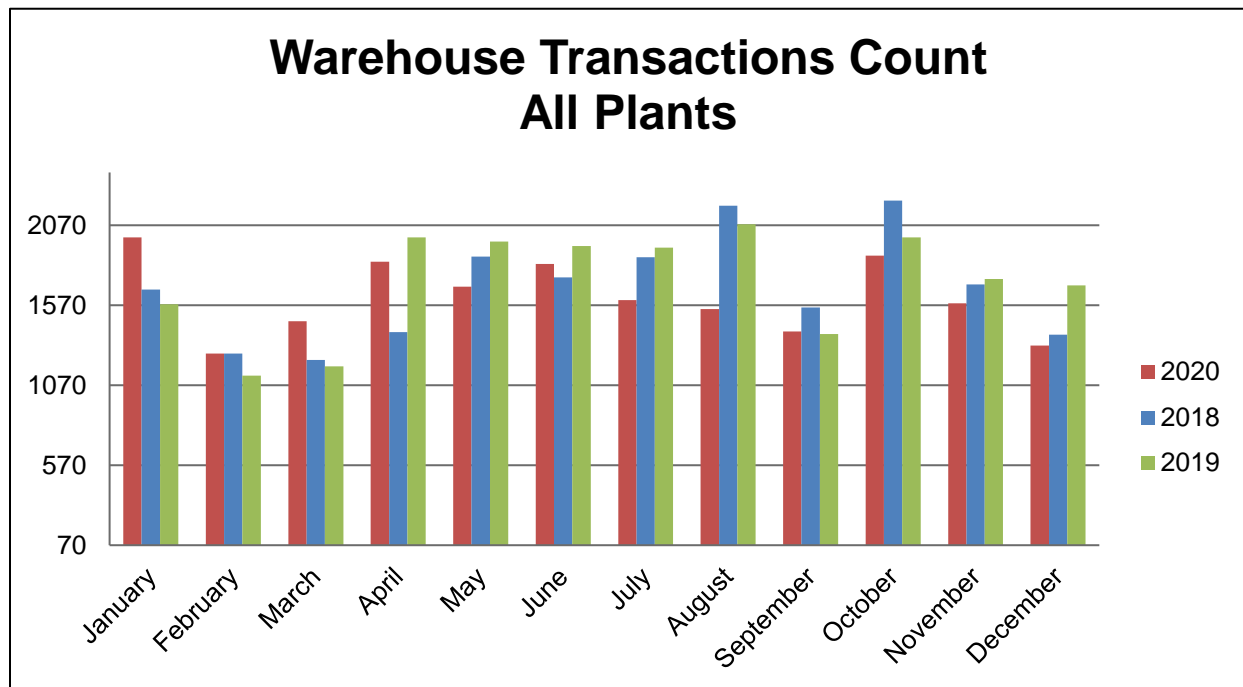
- Administrative – Travel activity was significantly reduced in 2020 in response to the pandemic and RPU's financial response.



2. Purchasing and Materials Management:

- Working on identifying inventory items affected by the Citywide rebranding. While there will be some exceptions, the intent is to use the existing items and add the new logo to all future purchase of items as they are reordered.
- Working on purchase of land for the Solarstone solar installation.





3. Finance and Accounting:

General

- 2013B Bond Refunding – On January 12, 2021 the City offered \$37,170,000 Taxable Electric Utility Revenue Refunding Bonds, Series 2021A in a competitive bid managed through our financial advisor, Bakertilly. The proceeds from the sale will be used to pay issuance costs, the outstanding 2013B Bonds when they become callable on December 1, 2023, and fund the required debt service reserve.

The refunding resulted in an effective interest rate of 1.995% including issuance costs and a present value savings of \$7,930,704. After deducting the remaining interest costs of the 2013B Bonds until December 1, 2023. The net gain is \$6,641,823, or approximately \$332,000 per year for the remaining 20 years the 2021A Bonds will be outstanding.

During the October Board meeting, the board passed a parameters resolution recommending the City Council authorize the issuance of taxable refunding bonds to refund the outstanding 2013B Revenue Bonds. On November 9, 2020, the City Council authorized issuance of taxable refunding bonds, not to exceed \$39,500,000, and appointed a pricing committee consisting of the City and RPU financial advisor, the City's Finance Director, RPU's General Manager and RPU's Director of Corporate Services to execute the sale.

- Credit Rating – As part of the Bond issuance conducted on January 12, 2021, RPU's credit rating by Moody's and Fitch were updated. The Moody's credit rating was unchanged as an Aa3 with a Stable outlook. The Fitch rating was

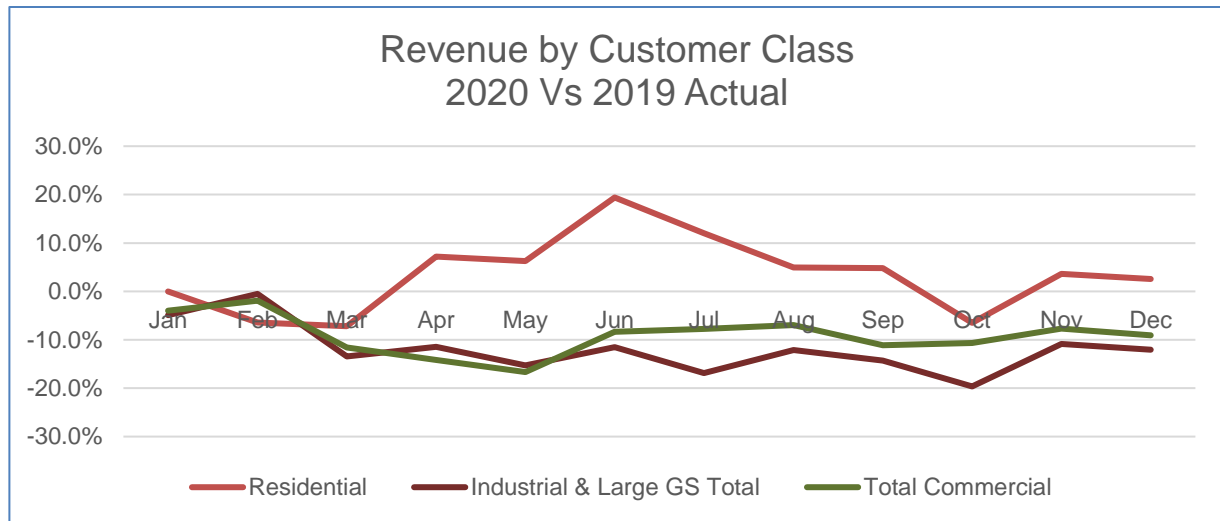
raised one step from AA- with a Positive outlook to AA with a Stable outlook. The credit ratings have a direct impact on the cost of our borrowing.

Key factors in both decisions are our strong financial performance, the increase in our cash reserves, the ability to set rates locally, the stability and growth of the Rochester economy, and fiscally responsible management of the Utility including our response to the Covid 19 pandemic. While the City of Rochester was not being rated in this process, the City's AAA bond rating does contribute to the rating being assigned to the Electric Utility Revenue Bonds.

- Revenue Recapture Audit – The Minnesota Department of Revenue conducted an audit of the amounts that RPU submits to the State each year. When an account is unpaid, these amounts are submitted to the Department of Revenue and any funds identified by the state for a refund is then redirected to pay for these unpaid bills.
- The Finance and Accounting teams are working on year-end activities in preparation for the annual financial audit. The auditors are scheduled to start their field work on February 22, 2021.
- Covid19 Financial Impacts – The Water Utility continues to not be adversely affected from a sales volume and gross margin standpoint by the pandemic.
- Covid19 Financial Impacts – The Electric Utility sales by customer class and gross margin impacts through December are within the range that we had originally communicated. The electric gross margin compared to the 2020 budget is unfavorable by \$3,821,266 or 5.9% through December. Our Electric Utility revenues were positively impacted by warmer weather during the summer months, as indicated by the revenue by customer class graph below. Gross margin for December is unfavorable by \$362,317, due to the reduction in load from our commercial and residential customers. Commercial customers make up two-thirds of our revenue. Revenues saw an overall reduction of 9.1% and an increase of 2.5% for our commercial and residential customers, respectively, in December over the same period the prior year.

As part of our 2021 budget process, we adjusted sales volumes down and anticipate a slow recovery during 2021. While our gross margin for 2020 is under budget by \$3,821,266, this has been offset by cost reductions in operations and the deferral of budgeted capital projects. The gross margin impact for 2020 was on the lower end of our original projection between \$3.6 million and \$5.6 million. We continue to monitor our accounts receivable and work with customers to make payment arrangements or connect them with agencies that can provide assistance.

Gross Margin Vs Budget	Jun	Jul	Aug	Sep	Oct	Nov	Dec
GM Percent by Month	-1.9%	9.0%	-8.9%	-3.5%	-15.3%	-9.1%	-7.7%
GM Dollars by Month	(110,851)	663,934	(680,148)	(227,631)	(831,527)	(407,340)	(362,317)
GM Cumulative Percent	-6.8%	-3.6%	-4.5%	-4.4%	-5.5%	-5.7%	-5.9%
GM Cumulative	(1,976,236)	(1,312,303)	(1,992,451)	(2,220,082)	(3,051,609)	(3,458,949)	(3,821,266)



- Original Covid Impact Projection

(Amounts in Thousands)			2020	2020 Expected	Variance	2020 Dire	Variance
			Budget	Projection	Over(Under)	Projection	Over(Under)
Water Utility							
Gross Margin (Volume Impacts)			\$ 10,062	\$ 10,065	\$ 3	\$ 10,044	\$ (18)
Cash Provided by(Use in) Accts Receivable				\$ (721)	\$ (312)	\$ (884)	\$ (541)
Cash Reductions in Capital Project					\$ 404		\$ 404
Cash Impact (of Covid)					\$ 95		\$ (155)

(Amounts in Thousands)			2020	2020 Expected	Variance	2020 Dire	Variance
			Budget	Projection	Over(Under)	Projection	Over(Under)
Electric Utility							
Gross Margin (Volume Impacts)			\$ 73,479	\$ 69,875	\$ (3,604)	\$ 67,796	\$ (5,682)
Cash Provided by(Use in) Accts Receivable				\$ (6,889)	\$ (504)	\$ (9,022)	\$ (3,411)
Cash Reductions in Capital Project					\$ 1,793		\$ 1,793
Cash Impact (of Covid)					\$ (2,315)		\$ (7,301)

4. Information Technology:

General

- Continue to support remote workers. As part of our continual improvement of our IT security profile, we implemented a requirement for the use of pass phrases that are at least 16 characters long during December. This is a current industry recommendation.
- Completed a technical upgrade to our SAP Enterprise Software, which is the software used by finance and accounting, operations for job costing, inventory, maintenance, and payroll. Multiple departments were involved in the planning, testing and implementation.

- Implemented an internal incident response to a software vulnerability identified during December and reported widely in the media. The response included a coordinated response with the City IT team. There were no indicators of compromise identified.
- With the recent departure of the Director of Core Services, the role of the North American Electric Reliability Corporation Critical Infrastructure Program (NERC/CIP) Senior Manager responsibility was assigned to the Director of Corporate Services. This position is responsible for RPU's compliance with the NERC/CIP standards.

5. Note: Financial Results December (Preliminary):

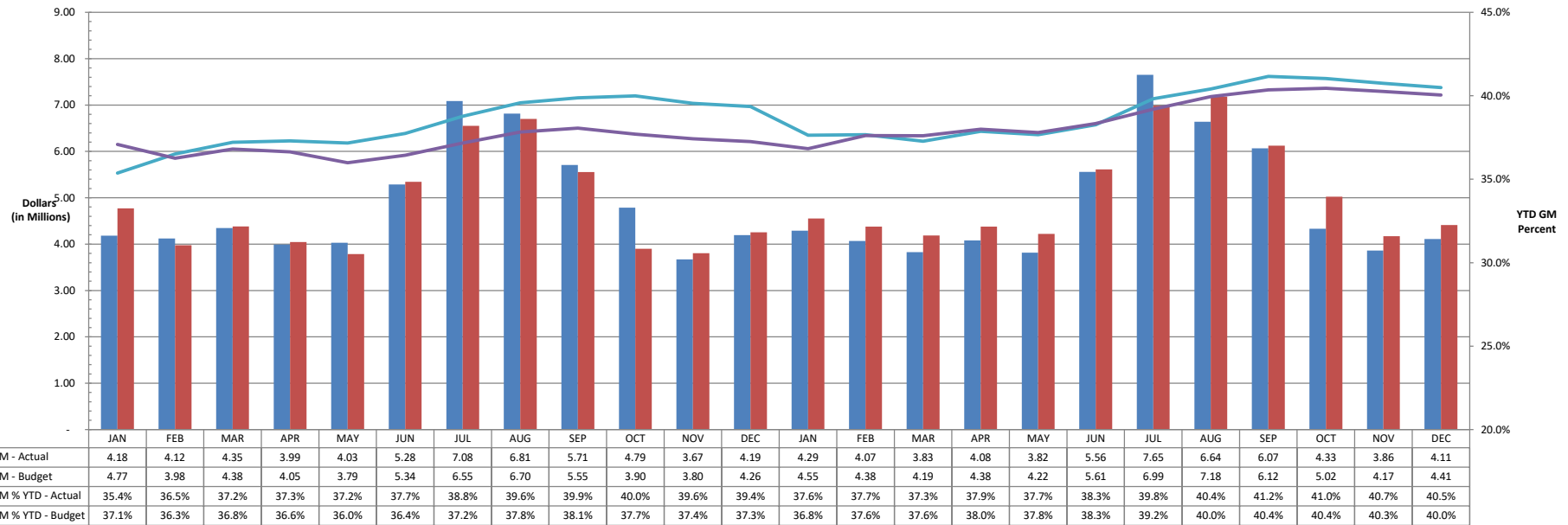
Note: Budget numbers are compared to the approved 2020 budget and include the 2019 year-end adjustments and 2019 approved capital project budgets carried over to 2020.

The December financial information below is preliminary. We expect significant year-end adjustments. The Water Utility has \$1,100,000 budgeted for contributed assets which is the value of infrastructure installed by contractors that is then transferred to the Water Utility. This amount has not yet been determined by Public Works, and is a noncash transaction that is not reflected in the preliminary financial information. Each year an adjustment is made for the Public Employee Retirement Association of Minnesota (PERA) account for unfunded liabilities which affects both water and electric utilities. Additional adjustments will be made as detailed schedules are prepared and final adjustments made in preparation for the annual financial audit.

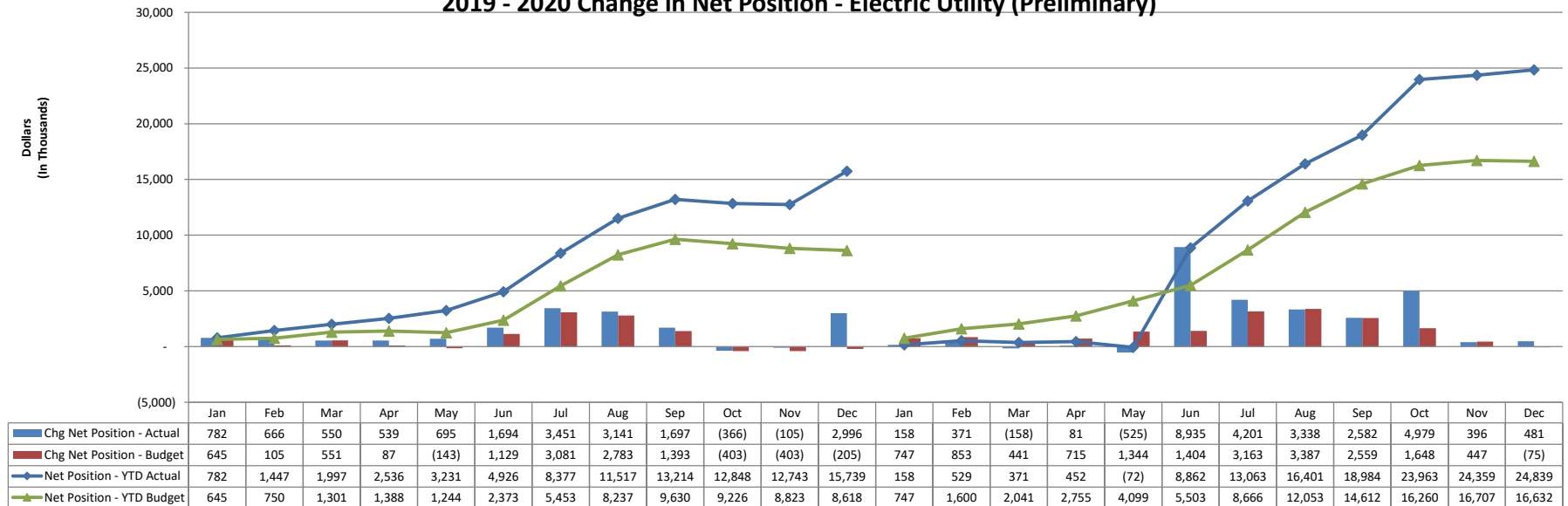
- Deferred Revenue FERC Case – During June, we recognized just over \$7,000,000 in funds we had received but had not recognized as income pending the outcome of our FERC Case. The last decision by FERC in favor of RPU is not being appealed so the likelihood that RPU will have to refund the payments received to date is remote. This does not change our overall cash position, as we had already received these funds. It does increase our Year to Date change in net position - Electric by \$7,000,000.
- In October, 2020, the Electric Utility recognized \$4,200,000 of other income that was not budgeted due to a SMMPA board action to authorize a distribution of reserves in excess of their internal requirements. These funds will be received in January 2021.

(In Thousands)	Current Month			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Revenue - Electric	\$ 11,638	\$ 12,451	\$ (813)	\$ 150,748	\$ 161,930	\$ (11,182)
Revenue - Water	808	813	(5)	10,665	10,560	105
Change in Net Position - Electric	481	(75)	556	24,839	16,632	8,207
Change in Net Position - Water	128	1,522	(1,394)	1,669	2,219	(550)

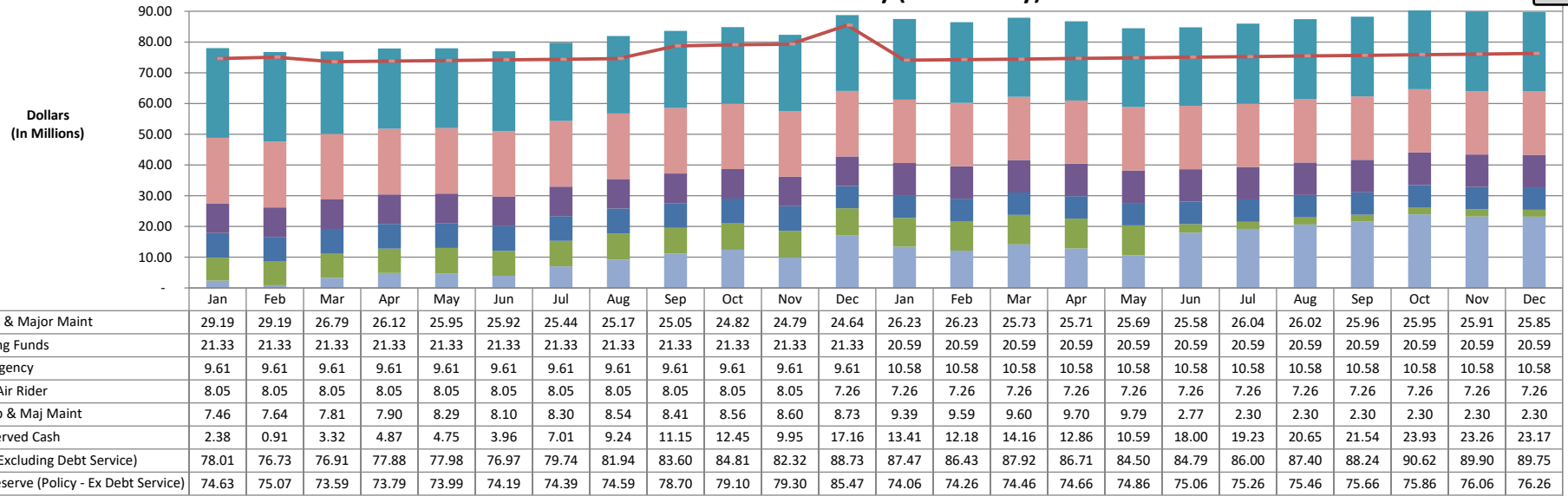
2019 - 2020 Retail Gross Margin - Electric Utility (Preliminary)



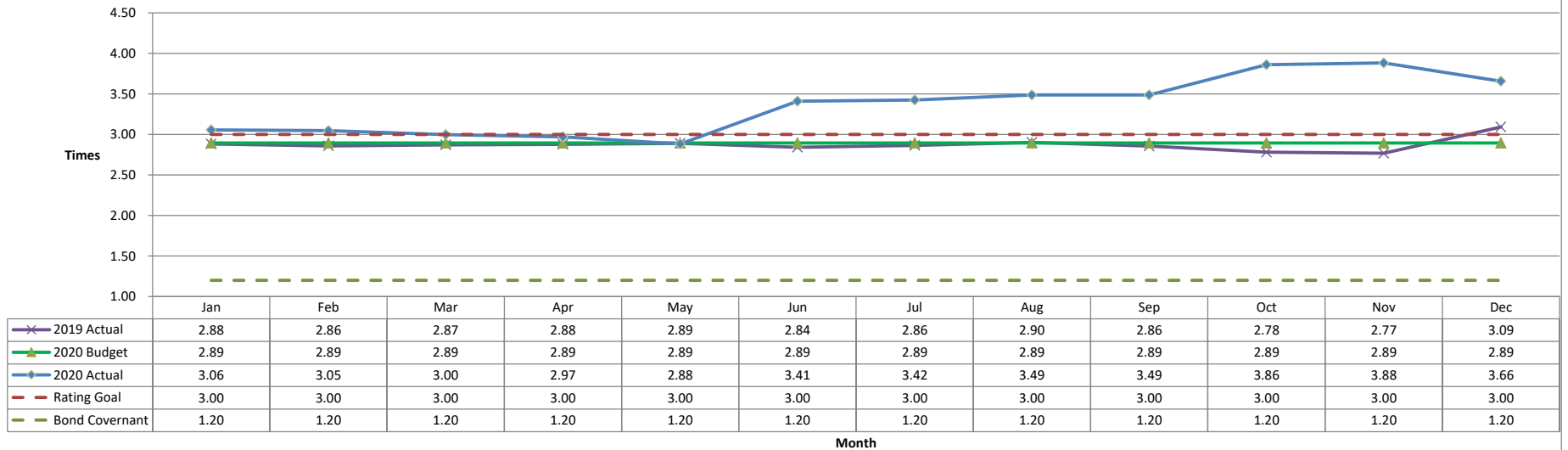
2019 - 2020 Change in Net Position - Electric Utility (Preliminary)



2019 - 2020 Cash Reserves - Electric Utility (Preliminary)

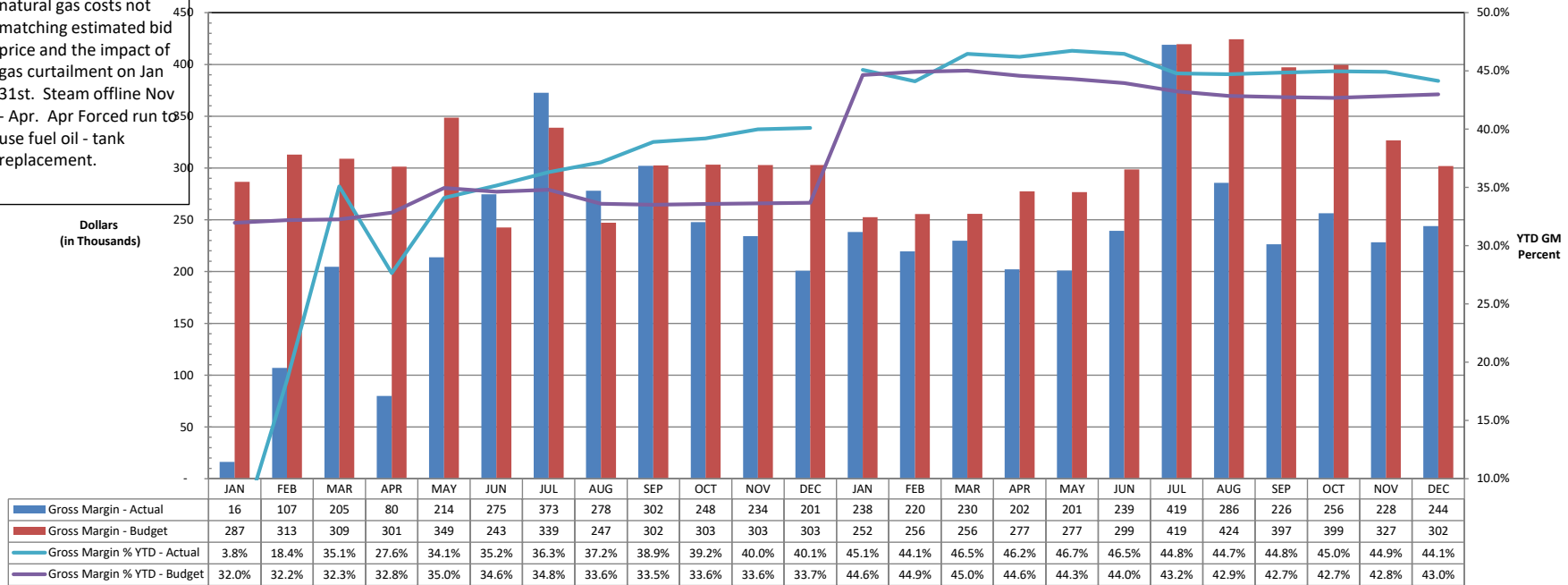


2019 - 2020 Debt Coverage Ratio - Electric Utility (Preliminary)

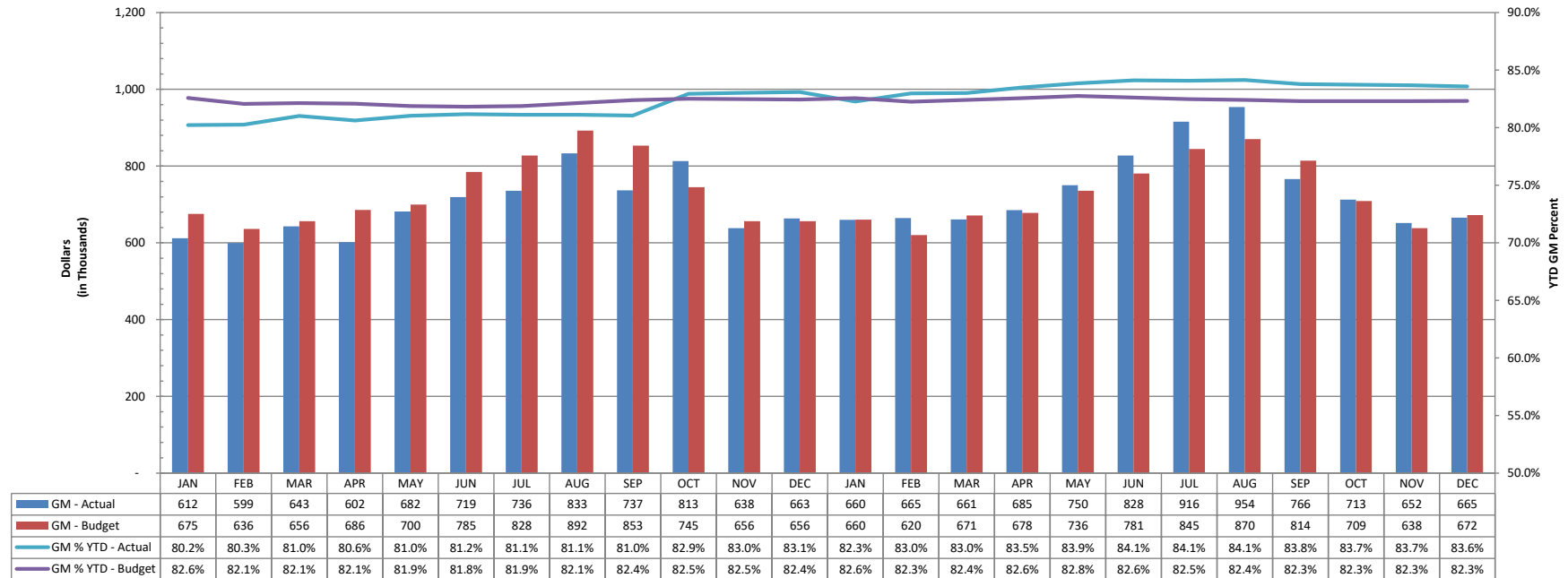


Jan 19 & Feb 19 were impacted by actual natural gas costs not matching estimated bid price and the impact of gas curtailment on Jan 31st. Steam offline Nov - Apr. Apr Forced run to use fuel oil - tank replacement.

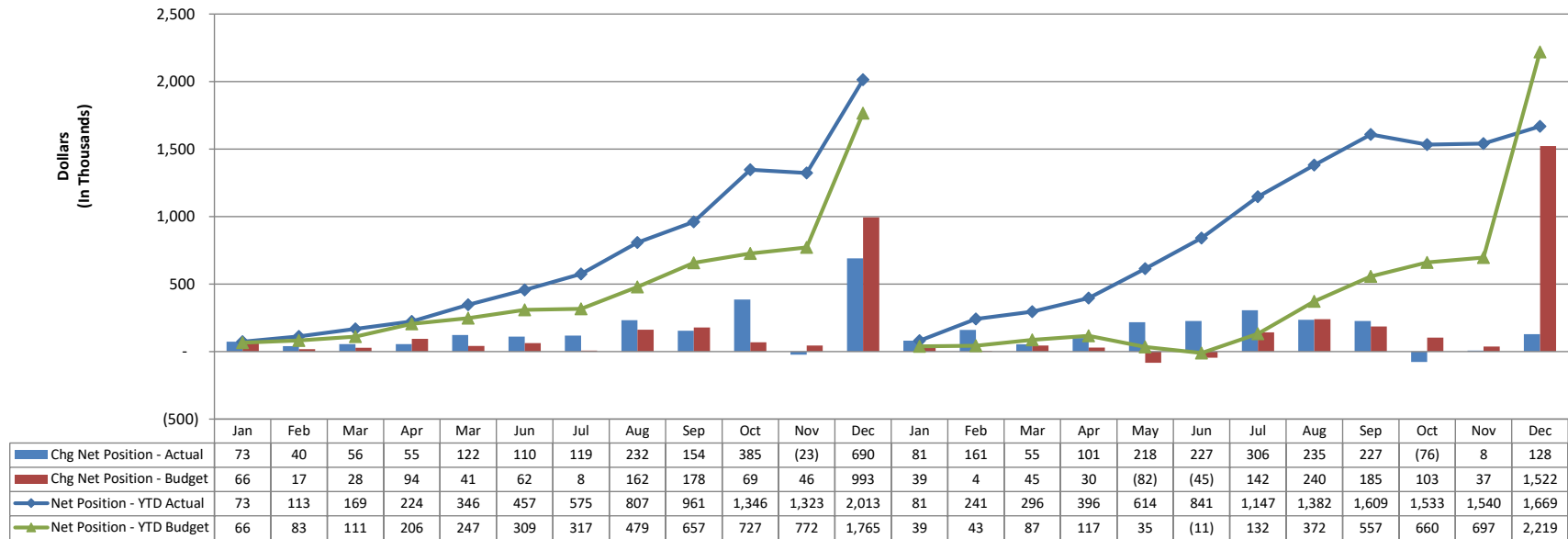
2019 - 2020 Gross Margin - Steam/Wholesale Electric (Preliminary)



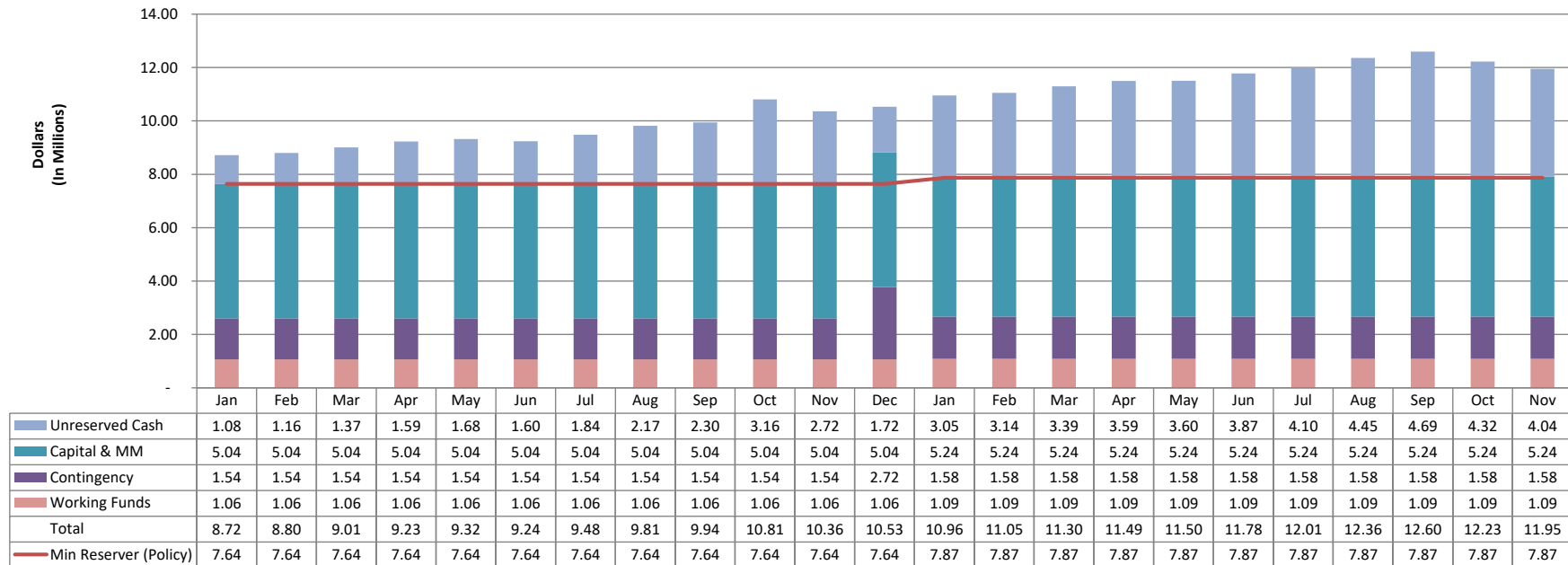
2019 - 2020 Gross Margin - Water Utility (Preliminary)



2019 - 2020 Change in Net Position - Water Utility (Preliminary)



2019 - 2020 Cash Reserves - Water Utility (Preliminary)





TO: Jeremy Sutton, Director of Power Resources, Fleet & Facilities

FROM: Tina Livingston, Senior Financial Analyst

SUBJECT: LOAD FORECAST SUMMARY FOR 2020

MONTH	SYSTEM ENERGY			PEAK SYSTEM DATA		
	ACTUAL MWH	FORECAST MWH	% DIFF	ACTUAL MW	FORECAST MW	% DIFF
JAN	100,735	106,150	-5.1%	167.4	190.5	-12.1%
FEB	91,601	92,083	-0.5%	164.6	179.1	-8.1%
MAR	90,969	95,406	-4.7%	153.4	162.8	-5.8%
APR	83,465	90,550	-7.8%	142.0	170.1	-16.5%
MAY	86,249	92,499	-6.8%	189.0	197.6	-4.3%
JUN	108,141	109,298	-1.1%	250.6	242.2	3.4%
JUL	125,643	122,557	2.5%	265.3	271.0	-2.1%
AUG	115,835	121,596	-4.7%	257.7	261.0	-1.2%
SEP	91,160	104,455	-12.7%	187.1	245.4	-23.8%
OCT	89,178	94,752	-5.9%	155.1	176.7	-12.2%
NOV	88,035	89,883	-2.1%	160.8	170.0	-5.4%
DEC	95,885	99,891	-4.0%	164.7	177.3	-7.1%
YTD	1,166,896	1,219,120	-4.3			

HISTORICAL SYSTEM PEAK 292.1 MW 07/20/2011

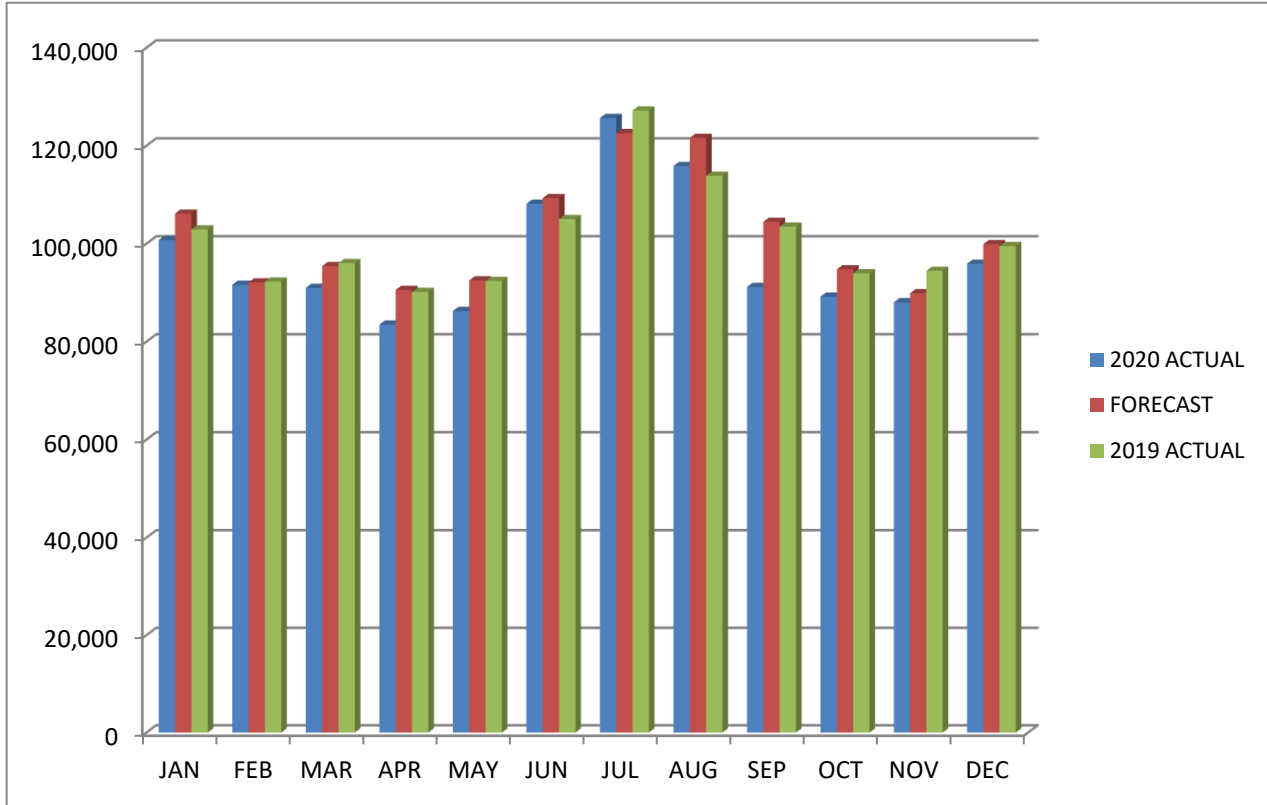
% DIFF = (ACTUAL / FORECAST X 100) - 100

MWH = MEGAWATT HOUR = 1000 KILOWATT HOURS

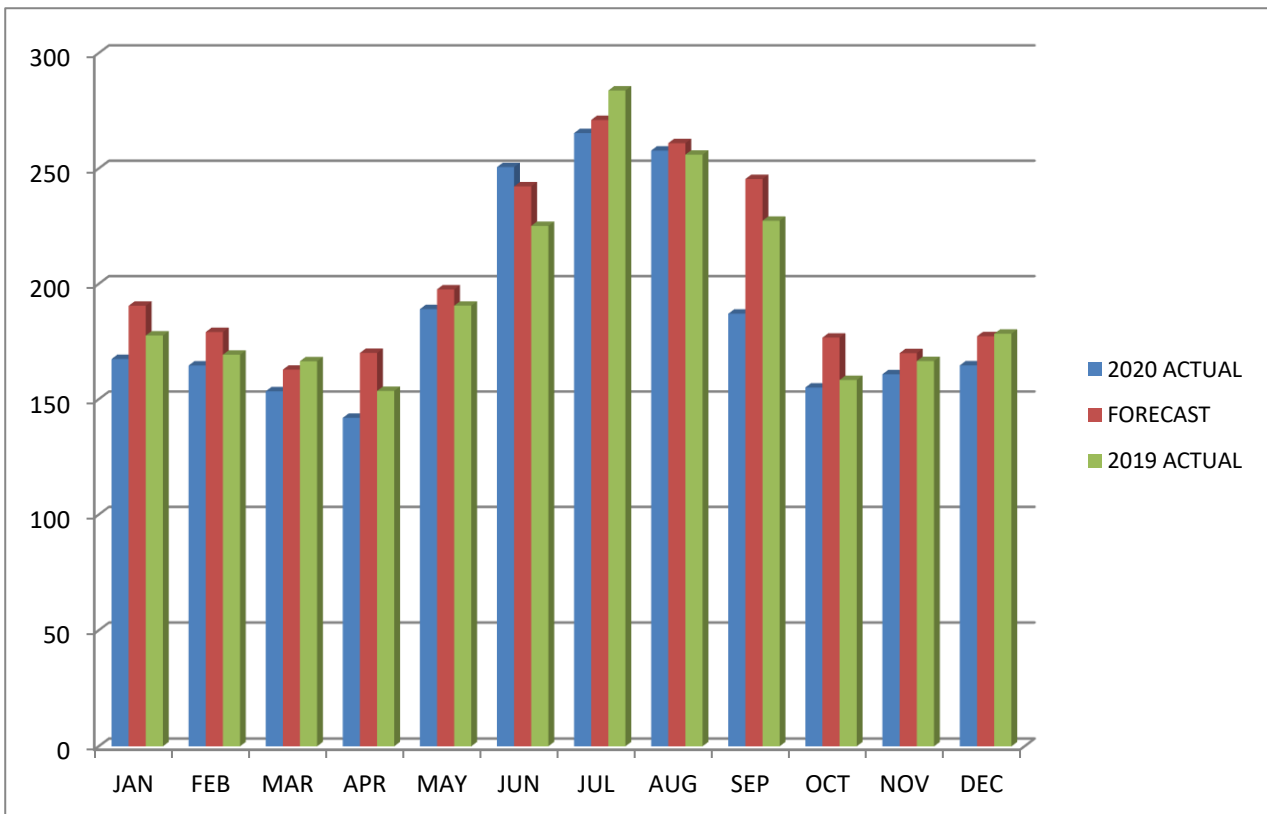
MW = MEGAWATT = 1000 KILOWATTS

2020 YTD SYSTEM REQUIREMENTS

Energy Required for the Month (MWH)



Peak Demand for the Month (MW)



ROCHESTER PUBLIC UTILITIES

INDEX

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DATE: December 2020
 TO: PRELIMINARY
 From: **Julie Ackerman** (507) 280-1617
 Controller
 SUBJ: **RPU - Financial Statements**

RPU - ELECTRIC UTILITY Financial Reports

<u>Page #</u>	<u>REPORT TITLE:</u>
1	Statement of Net Position - Condensed
2	Statement of Revenues, Expenses & Changes in Net Position YTD
3	Statement of Cash Flows YTD
4 - 5	Production and Sales Statistics - YTD
6	GRAPH - Capital Expenditures
7	GRAPH - Major Maintenance Expenditures
8	GRAPH - Cash & Temporary Investments
9	GRAPH - Changes in Net Position
10	GRAPH - Bonds

RPU - WATER UTILITY Financial Reports

<u>Page #</u>	<u>REPORT TITLE:</u>
11	Statement of Net Position - Condensed
12	Statement of Revenues, Expenses & Changes in Net Position YTD
13	Statement of Cash Flows YTD
14	Production and Sales Statistics - YTD
15	GRAPH - Capital Expenditures
16	GRAPH - Major Maintenance Expenditures
17	GRAPH - Cash & Temporary Investments
18	GRAPH - Changes in Net Position

END OF BOARD PACKET FINANCIALS

Attachment: Division Reports January 2021 (12828 : Division Reports and Metrics - January 2021)

ROCHESTER PUBLIC UTILITIES

STATEMENT OF NET POSITION

ELECTRIC UTILITY

December 31, 2020

PRELIMINARY

	December 2020	December 2019	Difference	% Diff.	November 2020
ASSETS					
CURRENT ASSETS					
CASH & INVESTMENTS					
Unreserved Cash & Investments	23,168,388	17,162,043	6,006,346	35.0	23,260,020
BOARD RESERVED CASH & INVESTMENTS					
Clean Air Rider Reserve	7,263,435	7,263,435	0	0.0	7,263,435
Working Funds Reserve	20,590,000	21,330,000	(740,000)	(3.5)	20,590,000
Special Capital & Major Maintenance Reserve	2,300,818	8,726,197	(6,425,379)	(73.6)	2,300,818
Contingency Reserve	10,581,000	9,608,000	973,000	10.1	10,581,000
General Capital & Major Maintenance Reserve	25,850,178	24,638,040	1,212,138	4.9	25,905,850
Total Reserved Cash & Investments	66,585,431	71,565,672	(4,980,241)	(7.0)	66,641,100
Total Cash & Investments	89,753,820	88,727,715	1,026,105	1.2	89,901,130
Receivables & Accrued Utility Revenues	23,694,091	17,804,061	5,890,030	33.1	23,912,810
Due from Other City Funds	0	0	0	0.0	0
Inventory	6,180,942	6,049,595	131,348	2.2	6,306,820
Other Current Assets	2,310,541	1,323,880	986,661	74.5	2,378,500
RESTRICTED ASSETS					
Restricted Cash and Equivalents	1,174,529	1,174,592	(63)	(0.0)	0
Total Current Assets	123,113,923	115,079,842	8,034,081	7.0	122,499,270
NON-CURRENT ASSETS					
RESTRICTED ASSETS					
RESTRICTED CASH & INVESTMENTS					
Construction Fund	0	0	0	0.0	0
Debt Service Reserve	12,955,835	12,955,835	0	0.0	12,955,835
Funds Held in Trust	0	756	(756)	(100.0)	0
Total Restricted Cash & Investments	12,955,835	12,956,591	(756)	(0.0)	12,955,835
Total Restricted Assets	12,955,835	12,956,591	(756)	(0.0)	12,955,835
CAPITAL ASSETS					
NON-DEPRECIABLE ASSETS					
Land and Land Rights	9,542,782	9,542,782	0	0.0	9,542,782
Construction Work in Progress	19,589,098	8,167,887	11,421,210	139.8	19,409,350
Total Non-depreciable Assets	29,131,880	17,710,669	11,421,210	64.5	28,952,130
DEPRECIABLE ASSETS					
Utility Plant in Service, Net	245,121,562	254,166,542	(9,044,980)	(3.6)	245,220,180
Steam Assets, Net	1,472,786	1,767,344	(294,557)	(16.7)	1,497,330
Total Depreciable Assets	246,594,348	255,933,885	(9,339,537)	(3.6)	246,717,510
Net Capital Assets	275,726,228	273,644,555	2,081,673	0.8	275,669,650
Other Non-Current Assets	11,843,543	12,178,734	(335,191)	(2.8)	11,883,460
Total Non-Current Assets	300,525,606	298,779,880	1,745,726	0.6	300,508,950
TOTAL ASSETS	423,639,530	413,859,722	9,779,808	2.4	423,008,220
DEFERRED OUTFLOWS OF RESOURCES					
DEFERRED OUTFLOWS OF RESOURCES	1,571,706	2,229,893	(658,188)	(29.5)	1,625,500
TOTAL ASSETS + DEFERRED OUTFLOW RESOURCE	425,211,235	416,089,615	9,121,620	2.2	424,633,730
LIABILITIES					
CURRENT LIABILITIES					
Accounts Payable	10,029,574	10,931,198	(901,624)	(8.2)	10,555,470
Due to other funds	3,274,191	2,881,704	392,487	13.6	3,252,710
Customer Deposits	1,818,877	1,711,204	107,673	6.3	1,833,200
Compensated absences	1,886,424	1,771,081	115,343	6.5	1,871,260
Accrued Salaries & Wages	651,968	581,801	70,167	12.1	501,220
Interest Payable	648,279	673,342	(25,063)	(3.7)	0
Current Portion of Long Term Debt	6,315,000	6,015,000	300,000	5.0	6,315,000
Total Current Liabilities	24,624,314	24,565,330	58,983	0.2	24,328,870
NON-CURRENT LIABILITIES					
Compensated absences	1,429,535	1,366,041	63,494	4.6	1,426,910
Other Non-Current Liabilities	12,590,021	12,590,021	0	0.0	12,590,020
Unearned Revenues	2,101,581	8,622,433	(6,520,852)	(75.6)	2,086,260
Long-Term Debt	175,764,837	183,986,491	(8,221,654)	(4.5)	175,909,430
Total Non-Current Liabilities	191,885,974	206,564,986	(14,679,012)	(7.1)	192,012,640
TOTAL LIABILITIES	216,510,287	231,130,316	(14,620,029)	(6.3)	216,341,510
DEFERRED INFLOWS OF RESOURCES					
DEFERRED INFLOWS OF RESOURCES	2,333,199	3,430,852	(1,097,653)	(32.0)	2,405,010
NET POSITION					
Net Investment in Capital Assets	106,762,068	96,893,398	9,868,671	10.2	107,221,420
Total Restricted Net Position	526,250	502,006	24,244	4.8	0
Unrestricted Net Position	99,079,431	84,133,043	14,946,388	17.8	98,665,770
TOTAL NET POSITION	206,367,749	181,528,447	24,839,302	13.7	205,887,200
TOTAL LIAB, DEFERRED INFLOWS, NET POSITION	425,211,235	416,089,615	9,121,620	2.2	424,633,730

Attachment: Division Reports January 2021 (12828 : Division Reports and Metrics - January 2021)

ROCHESTER PUBLIC UTILITIES

Statement of Revenues, Expenses & Changes in Net Position

December, 2020
YEAR TO DATE

PRELIMINARY

	<u>Actual YTD</u>	<u>Original Budget YTD</u>	<u>Actual to Original Budget</u>	<u>% Var.</u>	<u>Last Yr Actual YTD</u>
SALES REVENUE					
Retail Revenue					
Electric - Residential Service	55,698,487	54,657,272	1,041,216	1.9	53,611,93
Electric-General & Industrial Service	83,472,364	93,349,952	(9,877,588)	(10.6)	91,871,26
Electric - Public Street & Highway Light	1,535,847	1,518,414	17,433	1.1	1,522,03
Electric - Rental Light Revenue	194,764	266,112	(71,348)	(26.8)	196,51
Electric - Interdepartmental Service	1,022,219	1,016,026	6,193	0.6	1,053,70
Electric - Power Cost Adjustment	38,857	(50,641)	89,498	176.7	(2,265,90
Electric - Clean Air Rider	2,012,408	2,133,755	(121,347)	(5.7)	1,950,56
Electric - Total Retail Revenue	143,974,946	152,890,889	(8,915,943)	(5.8)	147,940,11
Wholesale Electric Revenue					
Energy & Fuel Reimbursement	1,737,939	4,340,000	(2,602,061)	(60.0)	2,387,80
Capacity & Demand	201,146	151,000	50,146	33.2	114,71
Total Wholesale Electric Revenue	1,939,086	4,491,000	(2,551,914)	(56.8)	2,502,51
Steam Sales Revenue	4,833,817	4,548,000	285,817	6.3	3,809,74
TOTAL SALES REVENUE	150,747,848	161,929,889	(11,182,040)	(6.9)	154,252,36
COST OF REVENUE					
Purchased Power	85,672,148	91,662,715	(5,990,567)	(6.5)	89,721,65
Generation Fuel, Chemicals & Utilities	3,783,083	5,153,290	(1,370,207)	(26.6)	3,780,43
TOTAL COST OF REVENUE	89,455,231	96,816,005	(7,360,774)	(7.6)	93,502,08
GROSS MARGIN					
Retail	58,302,798	61,228,174	(2,925,376)	(4.8)	58,218,46
Wholesale	2,989,819	3,885,710	(895,890)	(23.1)	2,531,81
TOTAL GROSS MARGIN	61,292,617	65,113,883	(3,821,266)	(5.9)	60,750,27
FIXED EXPENSES					
Utilities Expense	444,932	449,081	(4,149)	(0.9)	433,28
Depreciation & Amortization	14,786,387	14,468,391	317,996	2.2	14,005,37
Salaries & Benefits	19,891,502	21,844,674	(1,953,172)	(8.9)	19,720,05
Materials, Supplies & Services	10,392,540	13,293,568	(2,901,027)	(21.8)	11,060,23
Inter-Utility Allocations	(1,742,602)	(1,575,000)	(167,602)	(10.6)	(1,533,61
TOTAL FIXED EXPENSES	43,772,760	48,480,714	(4,707,953)	(9.7)	43,685,32
Other Operating Revenue	18,462,838	8,364,636	10,098,202	120.7	10,640,97
NET OPERATING INCOME (LOSS)	35,982,694	24,997,805	10,984,889	43.9	27,705,92
NON-OPERATING REVENUE / (EXPENSE)					
Investment Income (Loss)	1,498,078	1,635,747	(137,669)	(8.4)	2,685,06
Interest Expense	(6,340,590)	(6,340,853)	263	0.0	(6,388,72
Amortization of Debt Issue Costs	(80,602)	(80,602)	0	0.0	(84,05
Miscellaneous - Net	104,499	(30,590)	135,089	441.6	(200,92
TOTAL NON-OPERATING REV (EXP)	(4,818,615)	(4,816,297)	(2,318)	(0.0)	(3,988,63
INCOME (LOSS) BEFORE TRANSFERS / CAPITAL CONTRIBUTIONS	31,164,079	20,181,508	10,982,571	54.4	23,717,29
Transfers Out	(8,369,619)	(8,825,228)	455,609	5.2	(8,714,47
Capital Contributions	2,044,842	5,276,195	(3,231,353)	(61.2)	736,29
CHANGE IN NET POSITION	24,839,302	16,632,475	8,206,828	49.3	15,739,11
Net Position, Beginning	181,528,447				165,789,33
NET POSITION, ENDING	206,367,749				181,528,44

Attachment: Division Reports January 2021 (12828 : Division Reports and Metrics - January 2021)

Rolling 12 Months

Planned for Curr Year

Debt Coverage Ratio

2

3.63

2.89

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ROCHESTER PUBLIC UTILITIES
STATEMENT OF CASH FLOWS
ELECTRIC UTILITY
FOR
DECEMBER, 2020
YEAR-TO-DATE

01/15/21

PRELIMINARY

	<u>Actual YTD</u>	<u>Actual YTD</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash Received From Customers	152,055,723	163,531,334
Cash Received From Sales for Resale	1,842,973	2,591,533
Cash Received From Steam Customer	4,751,834	3,901,537
Cash Paid for:		
Purchased Power	(85,398,956)	(90,442,609)
Operations and Maintenance	(32,775,800)	(29,756,444)
Fuel	(3,906,918)	(4,056,720)
Payment in Lieu of Taxes	(8,408,612)	(8,688,787)
Net Cash Provided by(Used in) Utility Operating Activities	28,160,244	37,079,844
Sewer, Storm Water, Sales Tax & MN Water Fee Collections		
Receipts from Customers	43,402,778	42,534,023
Remittances to Government Agencies	(43,394,918)	(43,073,883)
Net Cash Provided by(Used in) Non-Utility Operating Activities	7,860	(539,860)
NET CASH PROVIDED BY(USED IN) OPERATING ACTIVITIES	28,168,104	36,539,984
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES		
Additions to Utility Plant & Other Assets	(13,986,179)	(15,006,278)
Payments related to Service Territory Acquisition	(188,417)	(218,935)
Payment on Long-Term Debt	(6,015,000)	(5,725,000)
Net Bond/Loan Receipts	0	0
Cash Paid for Interest & Commissions	(8,080,100)	(8,366,350)
NET CASH PROVIDED BY(USED IN) CAPITAL & RELATED ACTIVITIES	(28,269,696)	(29,316,563)
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest Earnings on Investments	1,126,878	2,685,061
Construction Fund (Deposits) Draws	0	0
Bond Reserve Account	63	(313)
Escrow/Trust Account Activity	756	(635)
NET CASH PROVIDED BY(USED IN) INVESTING ACTIVITIES	1,127,697	2,684,113
Net Increase(Decrease) in Cash & Investments	1,026,105	9,907,534
Cash & Investments, Beginning of Period	88,727,715	78,820,181
CASH & INVESTMENTS, END OF PERIOD	89,753,820	88,727,715
Externally Restricted Funds	14,130,364	14,131,183
Grand Total	103,884,184	102,858,898

1/14/2021

**ROCHESTER PUBLIC UTILITIES
PRODUCTION & SALES STATISTICS
ELECTRIC UTILITY**

**December, 2020
YEAR-TO-DATE**

PRELIMINARY

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Attachment: Division Reports January 2021 (12828 : Division Reports and Metrics - January 2021)

1/14/2021

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PRELIMINARY

December, 2020

Last Yr

<u>Actual YTD</u>	<u>Budget YTD</u>	<u>Variance</u>	<u>% Var.</u>	<u>Actual YTD</u>
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FUEL USAGE (calendar month)

Gas Burned

SLP	660,224	MCF	549,480	MCF	110,744	20.2	491,243	MCF
Cascade	157,307	MCF	457,250	MCF	(299,943)	(65.6)	211,119	MCF
Westside	271,326	MCF	438,450	MCF	(167,124)	(38.1)	338,628	MCF
Total Gas Burned	1,088,857	MCF	1,445,180	MCF	(356,323)	(24.7)	1,040,990	MCF
Oil Burned								
Cascade	3,276	GAL	0	GAL	3,276	-	46,133	GAL
IBM	3,701	GAL	0	GAL	3,701	-	4,313	GAL
Total Oil Burned	6,977	GAL	0	GAL	6,977	-	50,446	GAL

Attachment: Division Reports January 2021 (12828 : Division Reports and Metrics - January 2021)

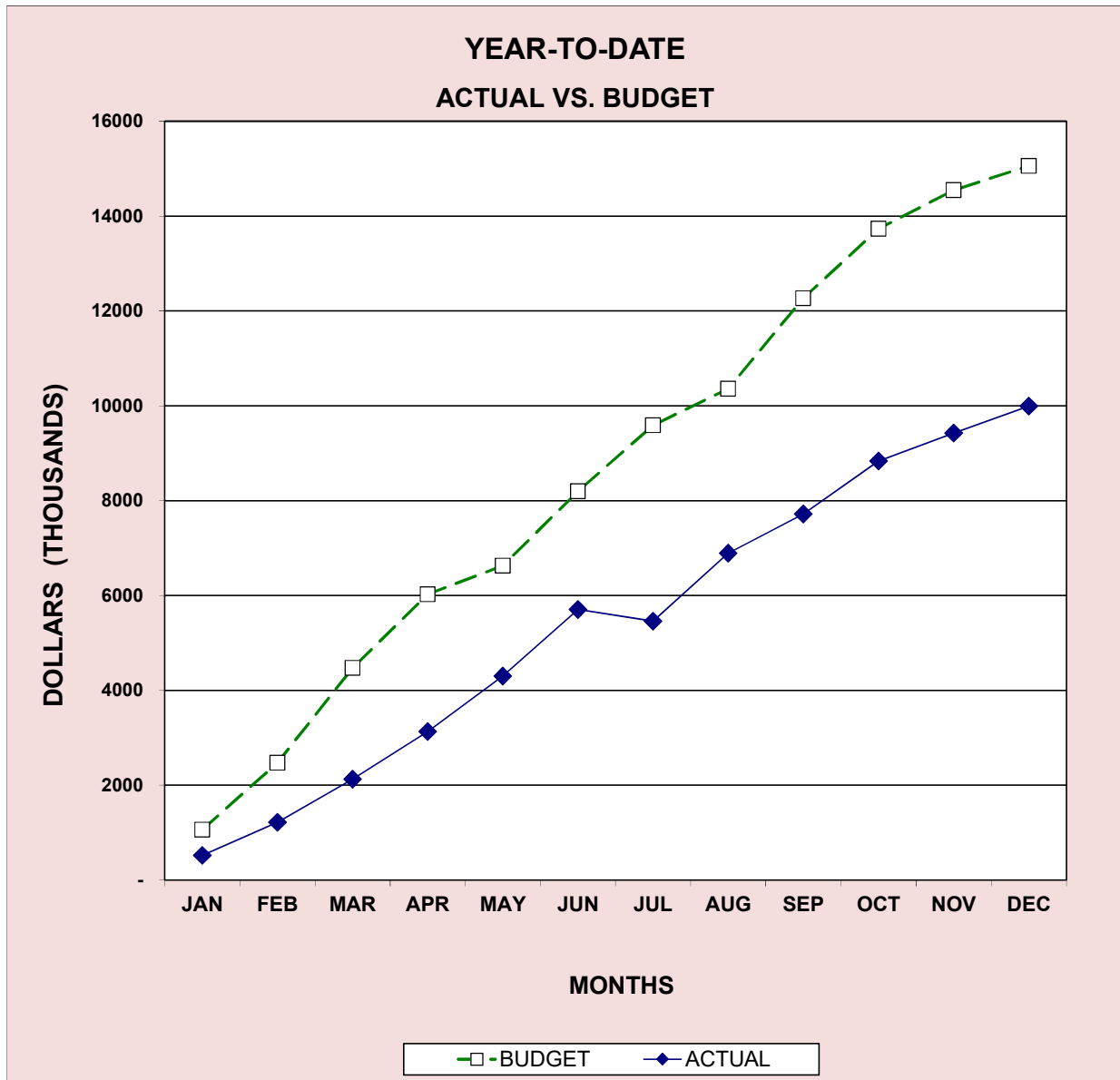
CAPITAL EXPENDITURES ELECTRIC

Current Year	
ANNUAL BUDGET	15,059,888
ACTUAL YTD	9,995,306
% OF BUDGET	66.4%

December, 2020

PRELIMINARY

Prior Years Ending Dec 31st		
2019	2018	2017
21,990,984	31,779,490	64,006,547
11,174,211	16,646,579	52,723,780
50.8%	52.4%	82.4%



Attachment: Division Reports January 2021 (12828 : Division Reports and Metrics - January 2021)

MAJOR MAINTENANCE EXPENDITURES ELECTRIC

Current Year

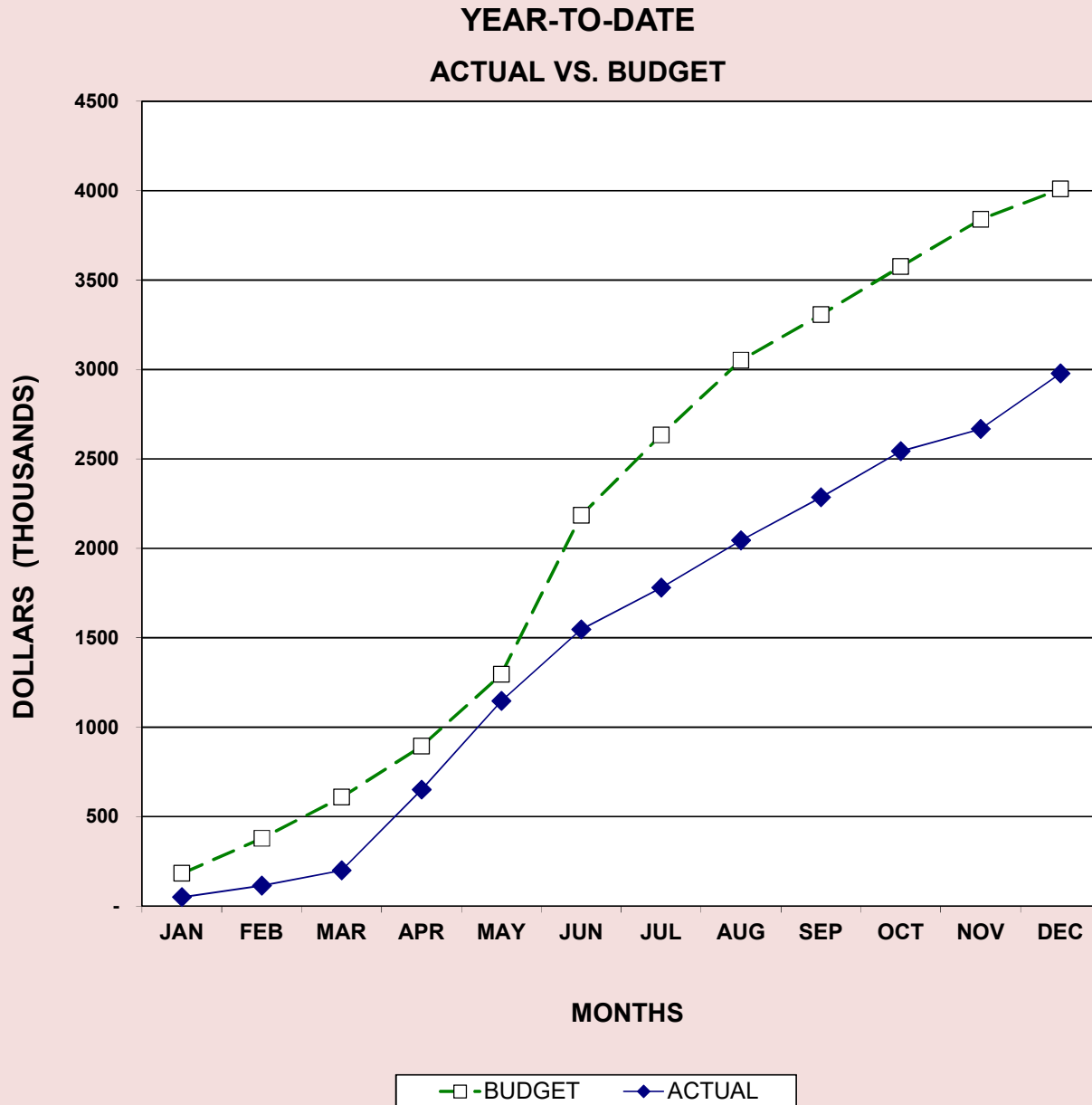
ANNUAL BUDGET 4,010,088
 ACTUAL YTD 2,978,399
 % OF BUDGET 74.3%

December, 2020

PRELIMINARY

Prior Years Ending Dec 31st

2019	2018	2017
3,353,049	3,038,283	3,647,264
2,881,017	2,421,088	1,986,284
85.9%	79.7%	54.5%

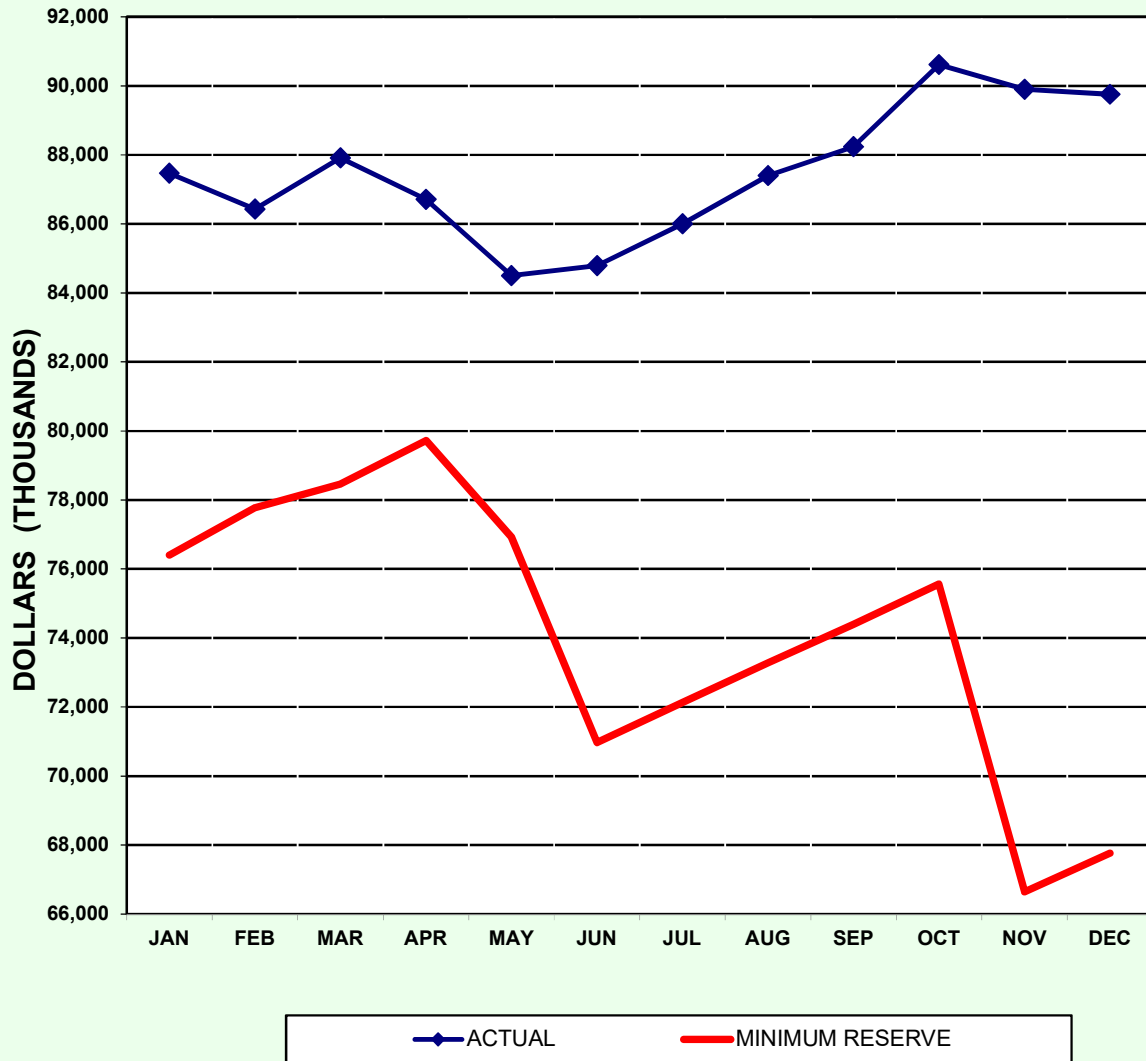


Attachment: Division Reports January 2021 (12828 : Division Reports and Metrics - January 2021)

CASH AND TEMPORARY INVESTMENTS

ELECTRIC

December, 2020

*PRELIMINARY*YEAR-TO-DATE
ACTUALExcluding: Construction Fund, Debt Reserve,
and Escrow Funds Accounts

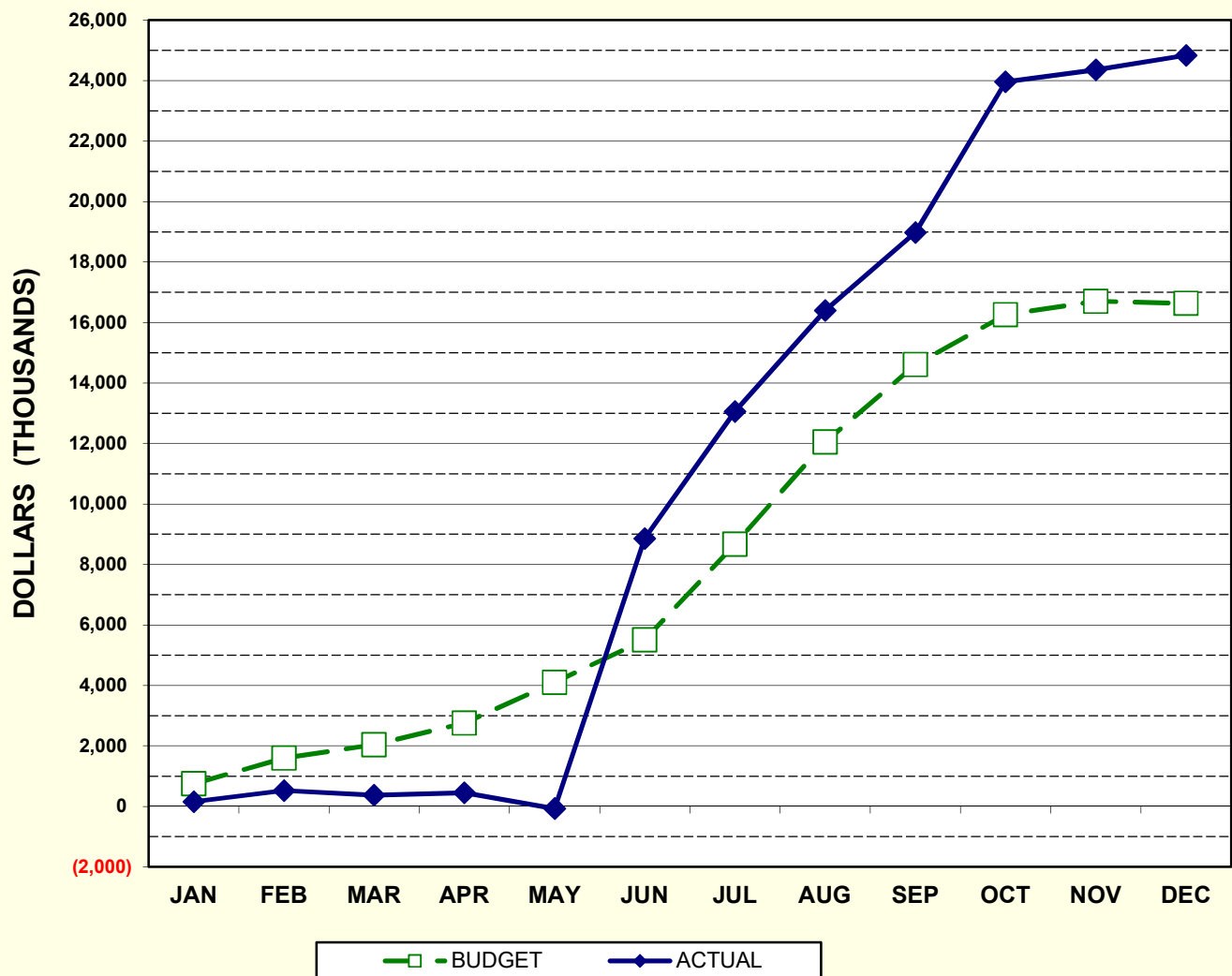
Attachment: Division Reports January 2021 (12828 : Division Reports and Metrics - January 2021)

CHANGE IN NET POSITION ELECTRIC

December, 2020

PRELIMINARY

YEAR-TO-DATE ACTUAL vs. BUDGET



Attachment: Division Reports January 2021 (12828 : Division Reports and Metrics - January 2021)

12/31/2020

Principal & Interest (in thousands)

Electric Debt Service Payments
(2002 Bonds were redeemed in full on 4/1/2013; 2007C Bonds were partially redeemed on 11/17/2015 and redeemed in full on 2/15/17)

PRELIMINARY

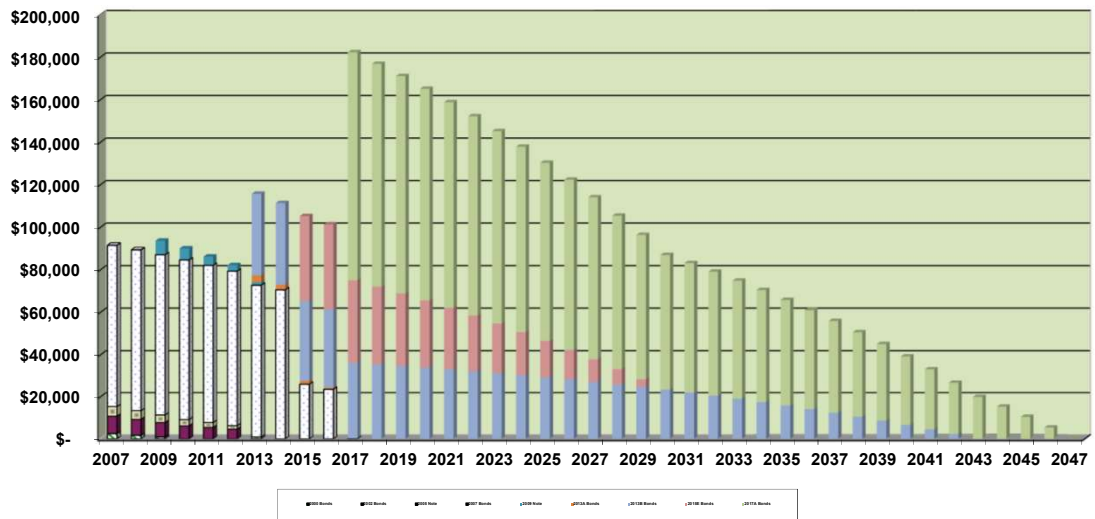


12/31/2020

in thousands

Electric Outstanding Debt
(as of End of Year)

PRELIMINARY



Attachment: Division Reports January 2021 (12828 : Division Reports and Metrics - January 2021)

ROCHESTER PUBLIC UTILITIES

STATEMENT OF NET POSITION

WATER UTILITY

December 31, 2020

PRELIMINARY

	<u>December 2020</u>	<u>December 2019</u>	<u>Difference</u>	<u>% Diff.</u>	<u>November 2020</u>
ASSETS					
CURRENT ASSETS					
CASH & INVESTMENTS					
Unreserved Cash & Investments	4,085,127	1,715,107	2,370,021	138.2	4,040,819
BOARD RESERVED CASH & INVESTMENTS					
Working Funds Reserve	1,086,000	1,062,000	24,000	2.3	1,086,000
Capital & Major Maintenance Reserve	5,238,000	5,035,000	203,000	4.0	5,238,000
Contingency Reserve	1,584,000	2,717,091	(1,133,091)	(41.7)	1,584,000
Total Reserved Cash & Investments	7,908,000	8,814,091	(906,091)	(10.3)	7,908,000
Total Cash & Investments	11,993,127	10,529,197	1,463,930	13.9	11,948,819
Receivables & Accrued Utility Revenues	991,834	733,782	258,053	35.2	957,669
Due from Other City Funds	0	0	0	0.0	0
Inventory	199,994	195,928	4,066	2.1	193,079
Other Current Assets	127,912	91,474	36,438	39.8	144,648
Total Current Assets	13,312,868	11,550,381	1,762,487	15.3	13,244,215
CAPITAL ASSETS					
NON-DEPRECIABLE ASSETS					
Land and Land Rights	677,486	677,486	0	0.0	677,486
Construction Work in Progress	4,235,727	2,130,814	2,104,914	98.8	3,039,077
Total Non-depreciable Assets	4,913,214	2,808,300	2,104,914	75.0	3,716,563
DEPRECIABLE ASSETS					
Utility Plant in Service, Net	94,046,141	96,102,711	(2,056,570)	(2.1)	94,243,470
Net Capital Assets	98,959,355	98,911,011	48,343	0.0	97,960,033
Total Non-Current Assets	98,959,355	98,911,011	48,343	0.0	97,960,033
TOTAL ASSETS	112,272,222	110,461,392	1,810,830	1.6	111,204,248
DEFERRED OUTFLOWS OF RESOURCES					
DEFERRED OUTFLOWS OF RESOURCES	92,299	150,893	(58,594)	(38.8)	97,183
TOTAL ASSETS + DEFERRED OUTFLOW RESOURCE	112,364,521	110,612,285	1,752,236	1.6	111,301,431
LIABILITIES					
CURRENT LIABILITIES					
Accounts Payable	1,142,102	289,505	852,597	294.5	225,628
Due to Other Funds	0	705,549	(705,549)	(100.0)	0
Customer Deposits	135,175	128,158	7,018	5.5	141,067
Compensated Absences	338,249	329,013	9,236	2.8	333,934
Accrued Salaries & Wages	94,020	74,998	19,022	25.4	62,910
Total Current Liabilities	1,709,547	1,527,223	182,324	11.9	763,539
NON-CURRENT LIABILITIES					
Compensated Absences	167,810	177,380	(9,570)	(5.4)	166,289
Other Non-Current Liabilities	1,561,107	1,561,107	0	0.0	1,561,107
Total Non-Current Liabilities	1,728,917	1,738,487	(9,570)	(0.6)	1,727,396
TOTAL LIABILITIES	3,438,463	3,265,710	172,753	5.3	2,490,936
DEFERRED INFLOWS OF RESOURCES					
DEFERRED INFLOWS OF RESOURCES	246,100	335,229	(89,129)	(26.6)	258,800
NET POSITION					
Net Investment in Capital Assets	98,959,355	98,911,011	48,343	0.0	97,960,033
Unrestricted Net Assets (Deficit)	9,720,603	8,100,334	1,620,269	20.0	10,591,662
TOTAL NET POSITION	108,679,958	107,011,346	1,668,612	1.6	108,551,695
TOTAL LIAB, DEFERRED INFLOWS, NET POSITION	112,364,521	110,612,285	1,752,236	1.6	111,301,431

Attachment: Division Reports January 2021 (12828 : Division Reports and Metrics - January 2021)

1/14/2021

ROCHESTER PUBLIC UTILITIES
Statement of Revenues, Expenses & Changes in Net Position
WATER UTILITY
December, 2020
YEAR TO DATE

PRELIMINARY

	<u>Actual YTD</u>	<u>Original Budget YTD</u>	<u>Actual to Original Budget</u>	<u>% Var.</u>	<u>Last Yr Actual YTD</u>
RETAIL REVENUE					
Water - Residential Service	6,433,325	6,167,065	266,260	4.3	5,786,153
Water - Commercial Service	3,000,582	3,009,020	(8,437)	(0.3)	2,942,210
Water - Industrial Service	621,831	719,979	(98,148)	(13.6)	648,307
Water - Public Fire Protection	590,779	622,812	(32,034)	(5.1)	560,258
Water - Interdepartmental Service	18,845	41,482	(22,637)	(54.6)	22,318
TOTAL RETAIL REVENUE	10,665,362	10,560,358	105,004	1.0	9,959,245
COST OF REVENUE					
Utilities Expense	1,057,971	1,029,368	28,603	2.8	1,066,123
Water Treatment Chemicals/Demin Water	125,903	114,820	11,083	9.7	116,324
Billing Fees	566,946	721,474	(154,528)	(21.4)	499,887
TOTAL COST OF REVENUE	1,750,820	1,865,662	(114,842)	(6.2)	1,682,334
GROSS MARGIN	8,914,542	8,694,696	219,846	2.5	8,276,911
FIXED EXPENSES					
Depreciation & Amortization	2,740,576	2,883,000	(142,424)	(4.9)	2,741,529
Salaries & Benefits	2,639,022	3,070,833	(431,811)	(14.1)	2,832,067
Materials, Supplies & Services	1,413,806	1,797,538	(383,732)	(21.3)	1,556,986
Inter-Utility Allocations	1,742,602	1,575,000	167,602	10.6	1,533,617
TOTAL FIXED EXPENSES	8,536,006	9,326,371	(790,365)	(8.5)	8,664,200
Other Operating Revenue	1,446,073	1,366,818	79,255	5.8	1,698,090
NET OPERATING INCOME (LOSS)	1,824,609	735,143	1,089,466	148.2	1,310,802
NON-OPERATING REVENUE / (EXPENSE)					
Investment Income (Loss)	223,343	162,053	61,290	37.8	200,753
Interest Expense	(775)	0	(775)	0.0	(561)
Miscellaneous - Net	5,967	0	5,967	0.0	(30,839)
TOTAL NON-OPERATING REV (EXP)	228,534	162,053	66,481	41.0	169,353
INCOME (LOSS) BEFORE TRANSFERS / CAPITAL CONTRIBUTIONS	2,053,143	897,196	1,155,948	128.8	1,480,154
Transfers Out	(384,531)	(377,887)	(6,644)	(1.8)	(357,668)
Capital Contributions	0	1,700,000	(1,700,000)	(100.0)	890,531
CHANGE IN NET POSITION	1,668,612	2,219,309	(550,696)	(24.8)	2,013,018
Net Position, Beginning	107,011,346				104,998,328
NET POSITION, ENDING	108,679,958				107,011,346

Attachment: Division Reports January 2021 (12828 : Division Reports and Metrics - January 2021)

ROCHESTER PUBLIC UTILITIES
STATEMENT OF CASH FLOWS
WATER UTILITY
FOR
DECEMBER, 2020
YEAR-TO-DATE

01/15/21

PRELIMINARY

	<u>Actual YTD</u>	<u>Actual YTD</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash Received From Customers	11,966,945	11,479,616
Cash Paid for:		
Operations and Maintenance	(8,746,714)	(7,031,667)
Payment in Lieu of Taxes	(384,890)	(355,910)
Net Cash Provided by(Used in) Utility Operating Activities	2,835,341	4,092,039
Sales Tax & MN Water Fee Collections		
Receipts from Customers	523,273	426,744
Remittances to Government Agencies	(534,284)	(412,403)
Net Cash Provided by(Used in) Non-Utility Operating Activities	(11,011)	14,341
NET CASH PROVIDED BY(USED IN) OPERATING ACTIVITIES	2,824,330	4,106,380
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES		
Additions to Utility Plant & Other Assets	(1,582,967)	(3,112,184)
Payment on Long-Term Debt	0	0
Net Loan Receipts	0	0
Cash Paid for Interest & Commissions	0	0
NET CASH PROVIDED BY(USED IN) CAPITAL & RELATED ACTIVITIES	(1,582,967)	(3,112,184)
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest Earnings on Investments	222,567	200,192
NET CASH PROVIDED BY(USED IN) INVESTING ACTIVITIES	222,567	200,192
Net Increase(Decrease) in Cash & Investments	1,463,930	1,194,388
Cash & Investments, Beginning of Period	10,529,197	9,334,809
CASH & INVESTMENTS, END OF PERIOD	11,993,127	10,529,197

1/14/2021

**ROCHESTER PUBLIC UTILITIES
PRODUCTION & SALES STATISTICS
WATER UTILITY**

**December, 2020
YEAR-TO-DATE**

PRELIMINARY

6							Last Yr
7			<u>Actual YTD</u>	<u>Budget YTD</u>	<u>Variance</u>	<u>% Var.</u>	<u>Actual YTD</u>
8			(ccf)	(ccf)	(ccf)		
9	PUMPAGE	(primarily calendar month)					
10	TOTAL PUMPAGE		5,872,601	5,729,549	143,052	2.5	5,757,376
11	RETAIL SALES	(primarily billing period)					
		<u># Custs</u>					
12	Water - Residential Service	37,238	2,921,681	2,559,366	362,315	14.2	2,521,799
13	Water - Commercial Service	3,607	2,022,203	2,194,203	(172,000)	(7.8)	2,116,779
14	Water - Industrial Service	23	636,203	730,267	(94,064)	(12.9)	674,374
15	Water - Interdptmntl Service	<u>1</u>	13,904	37,436	(23,532)	(62.9)	17,420
16	Total Customers	<u>40,869</u>					
17	TOTAL RETAIL SALES		5,593,991	5,521,272	72,719	1.3	5,330,373
18	Lost & Unacctnd For Last 12 Months		278,610	4.7%			

Attachment: Division Reports January 2021 (12828 : Division Reports and Metrics - January 2021)

CAPITAL EXPENDITURES WATER

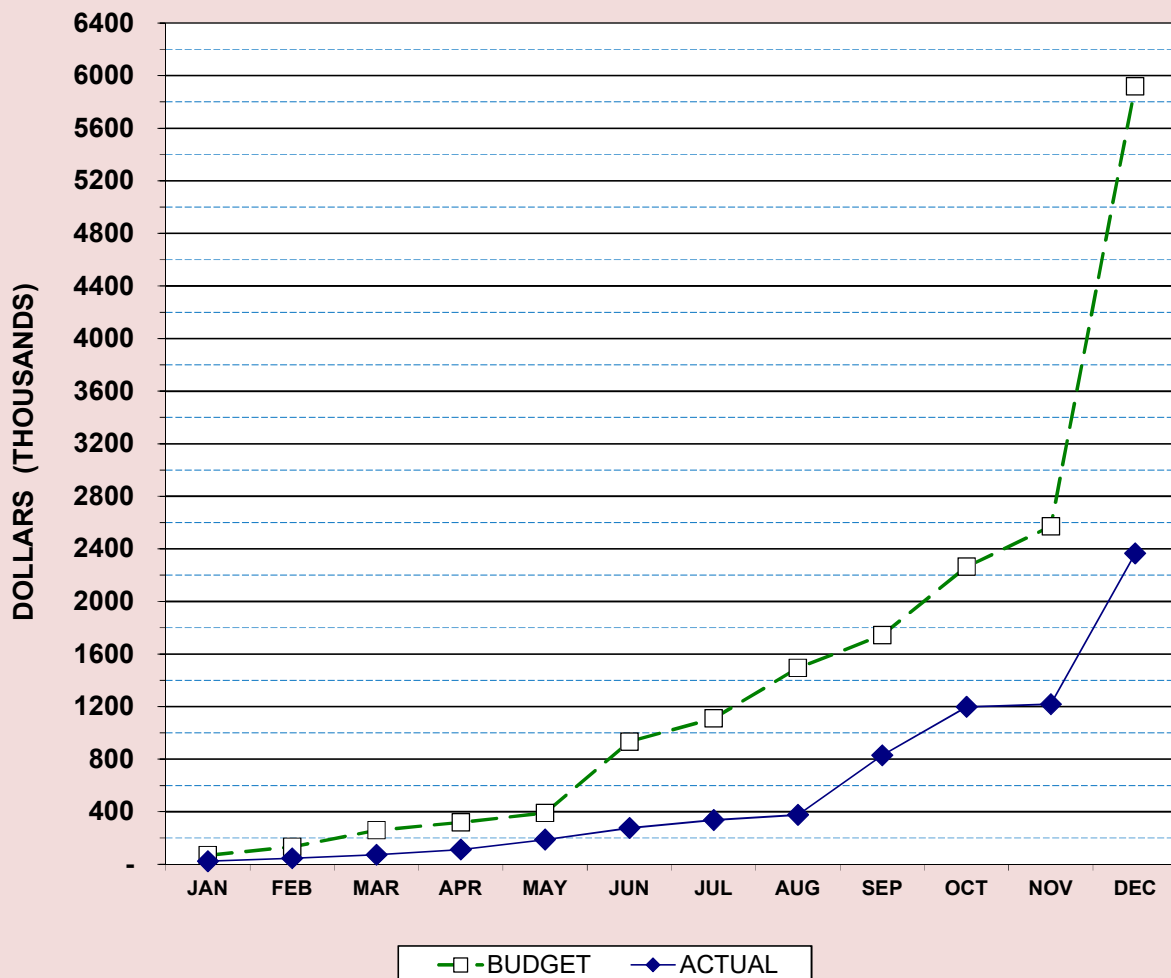
Current Year	
ANNUAL BUDGET	5,917,740
ACTUAL YTD	2,364,931
% OF BUDGET	40.0%

December, 2020

PRELIMINARY

Prior Years Ending Dec 31st		
2019	2018	2017
4,554,317	3,171,521	2,313,699
1,689,025	2,264,812	1,729,182
37.1%	71.4%	74.7%

YEAR-TO-DATE ACTUAL vs. BUDGET



Attachment: Division Reports January 2021 (12828 : Division Reports and Metrics - January 2021)

MAJOR MAINTENANCE EXPENDITURES WATER

Current Year

ANNUAL BUDGET	552,500
ACTUAL YTD	513,647
% OF BUDGET	93.0%

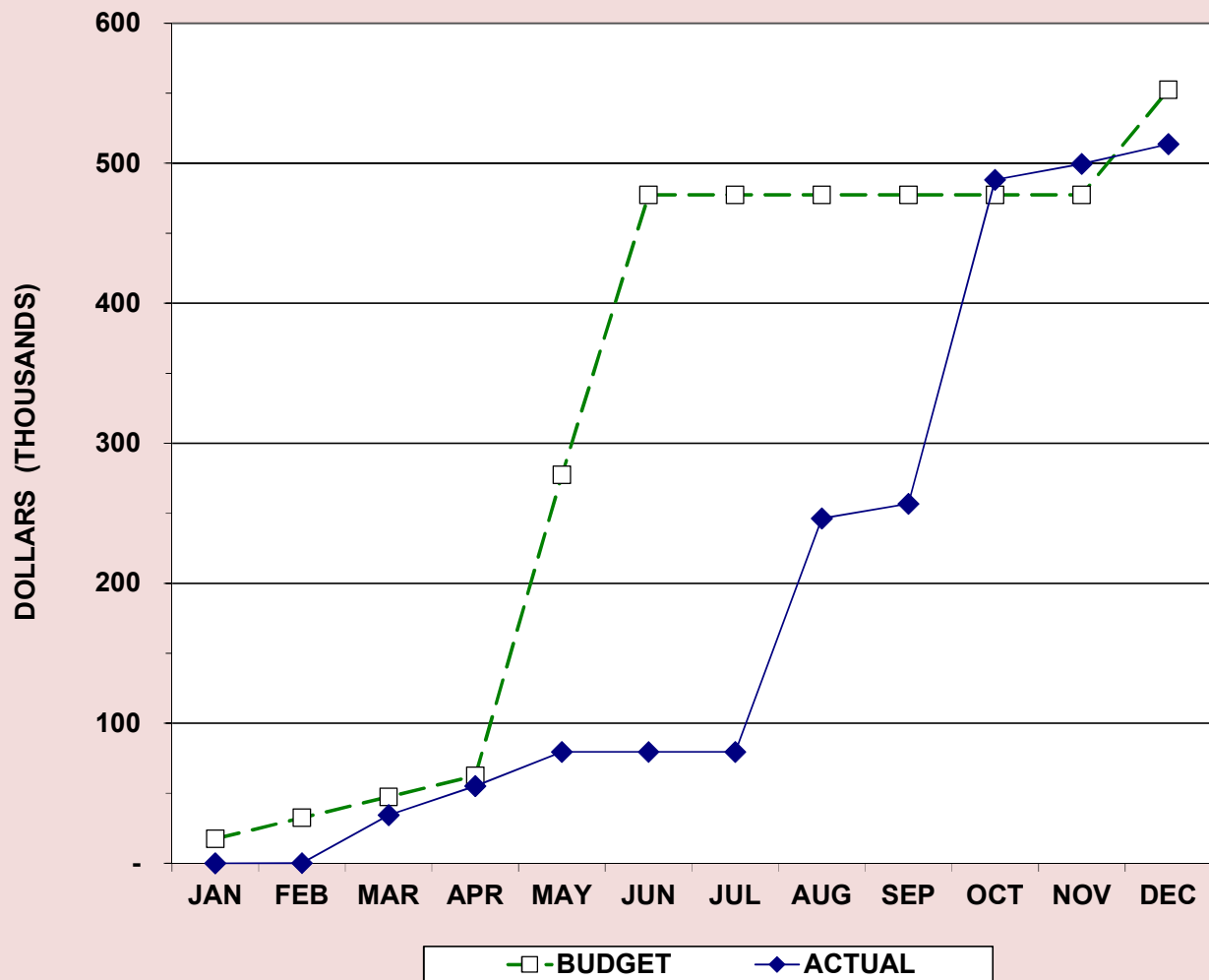
December, 2020

PRELIMINARY

Prior Years Ending Dec 31st

2019	2018	2017
567,500	507,000	735,010
322,751	303,726	368,801
56.9%	59.9%	50.2%

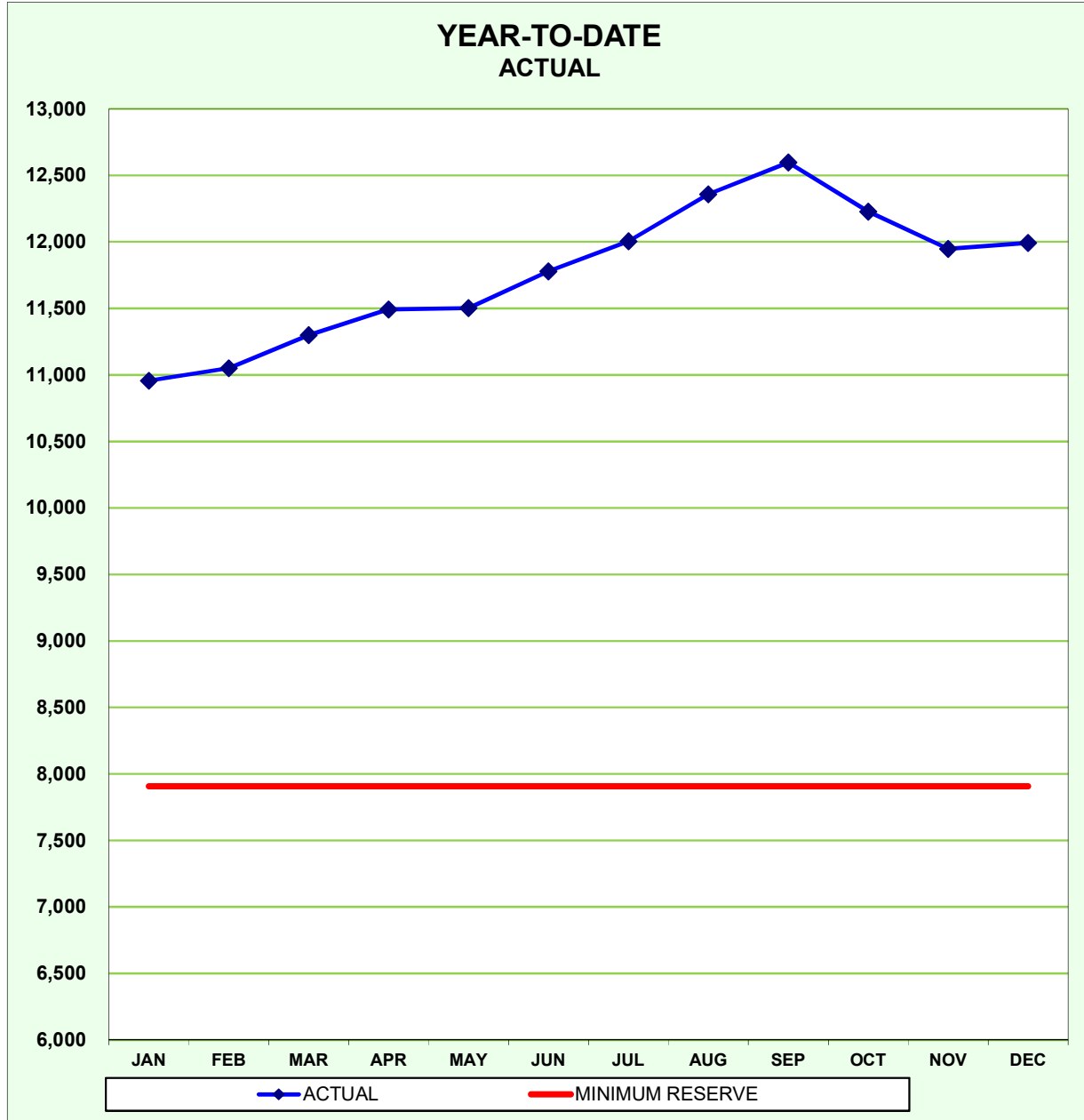
YEAR-TO-DATE ACTUAL vs. BUDGET



Attachment: Division Reports January 2021 (12828 : Division Reports and Metrics - January 2021)

CASH AND TEMPORARY INVESTMENTS WATER

December, 2020

PRELIMINARY

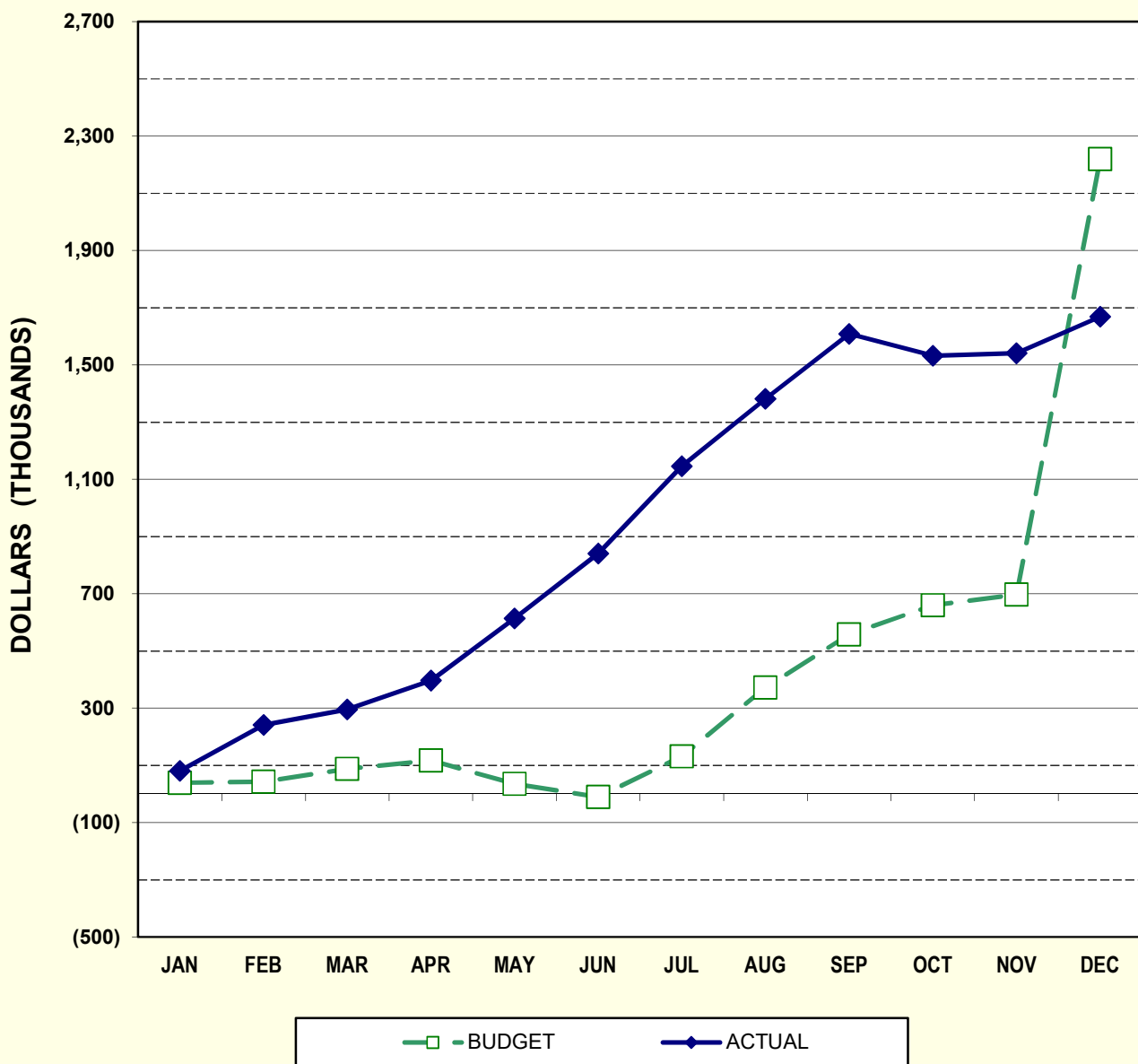
Attachment: Division Reports January 2021 (12828 : Division Reports and Metrics - January 2021)

CHANGE IN NET POSITION WATER

December, 2020

PRELIMINARY

YEAR-TO-DATE ACTUAL vs. BUDGET



Attachment: Division Reports January 2021 (12828 : Division Reports and Metrics - January 2021)