



East Grand Forks Water & Light Department

Life Connected Since 1909

Water & Light Commission Meeting Agenda September 18, 2019 8:00 a.m., City Hall Council Chambers

1. Call meeting to order
2. Approve minutes from previous meeting - September 4, 2019
3. Approve minutes from closed meeting - September 4, 2019
4. Bills and payroll
5. Comments from the public
6. Reports
 - a. Widseth Smith Nolting
 - i. Todd
 - ii. Steve or Dustin
 - b. City Attorney
7. Old Business
8. 2020 Operation & Maintenance Budget
9. James Beeman Resignation
10. 2019-2020 MMUA Safety Management
11. Blue Moose Temporary Power
12. Halstad Fiber Agreement
13. Department Heads
14. Commissioner's reports
15. Adjourn to October 2, 2019 at 8:00 a.m.

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held September 4, 2019 at 8:00 a.m in the City Council Chambers.

Present: Gregoire, Quirk, DeMers

Absent: Grinde

Also present: Keith Mykleseth, Ron Galstad, Brian Johnson, Jeff Olson, Steve Emery, Todd Forster, Corey Thompson, Brianna Feil, Kevin Hatcher, and Karla Anderson.

It was moved by Commissioner Quirk seconded by Commissioner DeMers that the minutes of the previous meeting of August 21, 2019 be approved as read.

Voting Aye: Gregoire, Quirk, DeMers

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner DeMers to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$203,721.14.

Voting Aye: Gregoire, Quirk, DeMers

Voting Nay: None

Commissioner Grinde entered the meeting at 8:01 am.

It was moved by Commissioner Grinde seconded by Commissioner Quirk to approve the 2019-2020 Salvation Army Heat Share Agreement and a donation of \$2000 to the Heat Share Program.

Voting Aye: Gregoire, Quirk, Grinde, DeMers

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Grinde to approve providing a letter of support for the Halstad Telephone Company Border-to-Border Grant Application to provide fiber for rural areas, the Industrial Park, and tie into the Water and Light fiber by the south water tower.

Voting Aye: Gregoire, Quirk, Grinde, DeMers

Voting Nay: None

The 2020 Operation & Maintenance Budget was presented to the Commissioners for their review.

It was moved by Commissioner Quirk seconded by Commissioner Grinde at 8:45 am to adjourn to a closed meeting pursuant to MN Statute 13D.03 which allows the Commission to meet in a closed session to consider labor negotiation strategies and review labor negotiation proposals in the Water & Light Conference Room.

Voting Aye: Gregoire, Quirk, Grinde, DeMers

Voting Nay: None

Lori Maloney
Secretary

Minutes of a closed meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held at 8:50 a.m. on September 4, 2019 in the Water & Light Conference room.

Present: Gregoire, Quirk, Grinde, DeMers

Also present: Keith Mykleseth

This meeting is closed pursuant to MN Statute 13D.03 which allows the Commission to meet in closed session to consider labor negotiation strategies and discuss and review labor negotiation proposals.

Commissioner Gregoire left the meeting at 9am.

It was moved by Commissioner Grinde seconded by Commissioner DeMers to adjourn at 9:30 a.m. to the next regular meeting on September 18, 2019 at 8:00 am.

Aye: Quirk, Grinde, DeMers

Nay: None

Lori Maloney
Sec'y

Accounts Payable

Check Register Totals Only

User: khatcher
Printed: 9/5/2019 - 9:57 AM



City of East Grand Forks

P. O. Box 373
East Grand Forks, MN 56721
(218) 773-2483

Check	Date	Vendor No	Vendor Name	Amount	Voucher
514982	09/05/2019	HEA501	HeatShare	2,000.00	0
				<u>2,000.00</u>	
Check Total:				<u>2,000.00</u>	

Accounts Payable

Check Register Totals Only

User: khatcher
Printed: 9/6/2019 - 2:26 PM



City of East Grand Forks

P. O. Box 373
East Grand Forks, MN 56721
(218) 773-2483

Check	Date	Vendor No	Vendor Name	Amount	Voucher
514983	09/06/2019	UB*01004	Ron Novak	1,176.88	0
				<hr/> <hr/>	
Check Total:				1,176.88	
				<hr/> <hr/>	

Accounts Payable
Check Register Totals Only

User: khatcher
Printed: 9/11/2019 - 3:51 PM



City of East Grand Forks

P. O. Box 373
East Grand Forks, MN 56721
(218) 773-2483

Check	Date	Vendor No	Vendor Name	Amount	Voucher
514984	09/11/2019	COM500	Commissioner of Revenue	59,857.00	0
514985	09/11/2019	HAL500	Halstad Telephone Company	1,460.47	0
514986	09/11/2019	MMP501	MMPA c/o Avant Energy	617,613.80	0
				<hr/> <hr/>	
				Check Total:	
				678,931.27	
				<hr/> <hr/>	

Accounts Payable

Check Register Totals Only

User: khatcher
 Printed: 9/16/2019 - 3:41 PM



City of East Grand Forks

P. O. Box 373
 East Grand Forks, MN 56721
 (218) 773-2483

Check	Date	Vendor No	Vendor Name	Amount	Voucher
514987	09/18/2019	ACM502	Acme Electric Companies	138.30	0
514988	09/18/2019	AME501	AmeriPride Services Inc	183.74	0
514989	09/18/2019	AQU501	Aqua-Pure Inc	8,719.92	0
514990	09/18/2019	BER502	Bert's Truck Equipment Inc	920.14	0
514991	09/18/2019	BOR501	Border States Electric Supply	1,648.74	0
514992	09/18/2019	BUS501	Business Essentials	5.65	0
514993	09/18/2019	CAN501	Cannon Technologies Inc	29,372.16	0
514994	09/18/2019	CEN501	CenturyLink	95.02	0
514995	09/18/2019	COO501	Cooper Power Systems	18,891.60	0
514996	09/18/2019	COP500	Copy Cat Printing	165.00	0
514997	09/18/2019	DAK502	Dakota Supply Group	152.30	0
514998	09/18/2019	DIA501	Diamond Cleaning Supply	593.10	0
514999	09/18/2019	DIG501	Digi Key Corp 590699	169.37	0
515000	09/18/2019	EGF501	EGF City	538,633.22	0
515001	09/18/2019	ELE501	Electric Pump	750.00	0
515002	09/18/2019	EXP501	Exponent	245.00	0
515003	09/18/2019	FOR505	Forum Communications Company	751.00	0
515004	09/18/2019	FOR506	Forx Builders Association	425.00	0
515005	09/18/2019	GAL501	Galstad Jensen & McCann PA	1,487.50	0
515006	09/18/2019	GFW501	GF Welding & Machine Co	19.64	0
515007	09/18/2019	GOP501	Gopher State One-Call	136.35	0
515008	09/18/2019	HAR501	Hardware Hank	232.89	0
515009	09/18/2019	HAW501	Hawkins Inc	791.22	0
515010	09/18/2019	HOM501	Home of Economy	114.06	0
515011	09/18/2019	MAH501	Mahube Community Council Inc	5,083.13	0
515012	09/18/2019	MND501	MN Dept of Commerce	2,911.89	0
515013	09/18/2019	MOO501	Moorhead Electric Inc	43,890.81	0
515014	09/18/2019	NOR507	Northdale Oil	168.61	0
515015	09/18/2019	OTT560	Jim or Joanne Otto	1,000.00	0
515016	09/18/2019	PRA501	Praxair Distribution Inc	49.30	0
515017	09/18/2019	RED501	Red Wing Business Advantage Acct	150.00	0
515018	09/18/2019	RES501	Resco	3,249.45	0
515019	09/18/2019	RMB500	RMB Environmental Laboratories, Inc	95.00	0
515020	09/18/2019	UB*00869	John Saunders	18.16	0
515021	09/18/2019	SUN500	Sun Dot Communications, LLC	89.99	0
515022	09/18/2019	TNT501	TNT Outfitters	142.00	0
515023	09/18/2019	TOS502	Toshiba Financial Services	259.39	0
515024	09/18/2019	USG501	United States Geological Survey	2,680.00	0
515025	09/18/2019	WAT501	Water & Light Department	2,472.45	0
515026	09/18/2019	WID501	Widseth Smith Nolting & Assoc Inc	44,328.56	0
515027	09/18/2019	XCE501	Xcel Energy	27.84	0
515028	09/18/2019	XCE502	Xcel Energy	4,395.98	0
Check Total:				715,653.48	

Accounts Payable
Check Register Totals Only

User: khatcher
Printed: 9/16/2019 - 4:21 PM



City of East Grand Forks

P. O. Box 373
East Grand Forks, MN 56721
(218) 773-2483

Check	Date	Vendor No	Vendor Name	Amount	Voucher
515029	09/18/2019	UB*01009	Alyson Boman	95.67	0
515030	09/18/2019	UB*01008	Max Brinkman	6.18	0
515031	09/18/2019	UB*01005	Christopher Burns	145.93	0
515032	09/18/2019	UB*01006	Craig Fetsch	34.09	0
515033	09/18/2019	UB*01007	Janessa Hermann	83.66	0
				<hr/> <hr/>	
Check Total:				365.53	
				<hr/> <hr/>	

Rebates for 9/18/19

Weatherization	Otto-6 Windows, 2 units	\$ 1,000.00
Refrigerator	Kane	\$ 75.00
AC Tune Up	Frisch	\$ 60.00
AC Tune Up	Horken	\$ 60.00
AC Tune Up	Wolfe	\$ 60.00
AC Tune Up	Pearson	\$ 60.00
AC Tune Up	Conrad	\$ 60.00
LED Lights	Bakke	\$ 12.00
ECM	Nygaard	\$ 150.00
Commercial Custom	EGF Senior Center-Convection Oven	\$ 134.90
	Total	\$ 1,671.90

Request for Water and Light Commission Action

Date: 9/18/2019
To: Water and Light Commission
From: Brianna Feil on behalf of Keith Mykleseth
RE: 2020-2024 5-Year Capital Plan and 2020 Operation & Maintenance Budget

Background:

We presented the proposed 2020-2024 5-Year Capital Plan and the 2020 Operation & Maintenance Budget at the 9/4/2019 Water & Light Commission meeting for your review. There have been no changes made to what was presented at the 9/4/2019 meeting.

2020 Capital Budget: \$1,946,214

2020 Operations & Maintenance Budget:

Electric expenses total: \$15,021,384 (0.93% increase over 2019 budget)

Water expenses total: \$2,965,552 (8.66% increase over 2019 budget)

Final approved documents will be emailed out to Water & Light Commissioners, City Council members and other City staff.

Recommendation:

Recommend the approval of the 2020-2024 5-Year Capital Plan.
Recommend the approval of the 2020 Operation & Maintenance budget.

Request for W&L Commission Action

Date: 9/4/2019
To: East Grand Forks Water & Light Commissioners
From: Brianna Feil
RE: James Beeman Resignation Letter

Background:

James Beeman has worked for the Water and Light Department since September 1998. We appreciate his dedication to the department for the last 21 years. James submitted his resignation letter September 4th, 2019 and plans to retire September 27th, 2019. See attached resignation letter.

There will be an open house reception for James' retirement at the Water Treatment Plant on Friday, September 27th, from 1-3pm.

Recommendation:

Recommend the Water and Light Commission accept James Beeman's resignation.

Letter
of
Resignation

Hello East Grand Forks Water and Light,

I am quitting my job as water plant operator.

My last day will be September 27, 2019.

Thank you,

James Beeman

James Beeman

September 4, 2019

Request for Commission Action

Date: 9/12/19

To: Water & Light Commissioners

From: Kevin Hatcher

RE: 2019-2020 MMUA Safety Management Program Contract

Background:

Minnesota Municipal Utilities Association provides Safety Management services for all city employees. The Water and Light Department and the city splits 50/50 on the annual contract cost. The current Safety Management Program contract will expire on September 30th, 2019. The 2019-2020 total contract cost is \$34,350 compared to 2018-2019's contracted amount of \$34,000. See attached documentation for contract information.

Recommendation: Approve entering into the 2019-2020 MMUA Safety Management Program contract subject to City's approval.



Minnesota Municipal Utilities Association

3025 Harbor Lane N | Suite 400
Plymouth, MN 55447-5142
Phone 763.551.1230 | Toll Free 800.422.0119 (MN)
Fax 763.551.0459
www.mmua.org

August 16, 2019

MEMORANDUM

To: Safety Management Participants

From: Mike Willetts, Director of Job Training and Safety

Subject: 2019-20 Safety Management Program Contract

It is time to renew your safety management program contract. If we held a regional group meeting earlier this year, please note that the budgets have not changed since then, unless to make specific corrections. For those where we did not hold a group meeting this year, please note that the budgets have been created with the goal of having minimal price increases while covering MMUA's costs in providing your service. The contract amendments will cover October 1, 2019 through September 30, 2020, to coincide with MMUA's fiscal year.

Two copies of your contract amendment are enclosed. Please sign both contracts keeping one for your records and mailing the other to the address shown below. **Please do not send payment at this time.** You will be billed October 1. Mail your signed contract to:

Larry Pederson, Director of Finance
Minnesota Municipal Utilities Association
3025 Harbor Lane North, Suite 400
Plymouth, MN 55447-5142

If you have any concerns with the new contract, please contact me or Larry as follows:

Mike Willetts: phone 763-746-0705 or e-mail mwilletts@mmua.org
Larry Pederson: phone 763-746-0704 or e-mail lpederson@mmua.org

Thank you for being part of MMUA's safety management groups. With this program and your support we have proven that working together as a group we can develop a safety program that is affordable and at the same time works.

Minnesota Municipal Utilities Association
AMENDMENT TO SERVICES AGREEMENT

Safety Management Program

Contract Date: July 29, 2019

Contract Number: 28-2020

The services agreement entered into between Minnesota Municipal Utilities Association (MMUA) and City of East Grand Forks (East Grand Forks), dated July 16, 2018, contract number 28-2019, is amended as follows:

PART II, Section 1.

1. DURATION: This Agreement shall remain in force from October 1, 2019 until September 30, 2020 (the "expiration date").

PART III, Section 1.

1. COMPENSATION: For the services covered by this Agreement, East Grand Forks shall pay MMUA an annual fee of thirty-four thousand three hundred fifty dollars and 00 cents (\$34,350.00) for the 2019-20 annual period. Such compensation shall be due and payable according to the selected payment terms below.

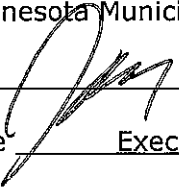
Payment terms for the fee agreed to above shall be based on one of the following options (select one):

- Annual Payment (\$34,350.00)
- Quarterly Payments (\$8,587.50 each)

For any term of less than twelve full calendar months, the fee shall be a portion of the annual fee, pro-rated based on the number of calendar months or partial calendar months in which the services were provided as a percentage of twelve (12).

The parties hereby accept the terms of the Agreement as modified.

City of East Grand Forks
By _____
Title _____
Date _____
Purchase Order # _____

Minnesota Municipal Utilities Association
By  _____
Title Executive Director
Date July 29, 2019

Minnesota Municipal Utilities Association
 Safety Management Program
Northwest Group Fee Calculation (Brad Levasseur)
 October 1, 2019 - September 30, 2020

City	Population	Strict List Price	2019-20		2018-19		Total 2019-20 with JTS	# of Days
			Annual Charge	Quarterly Charge	Annual Charge	Difference		
Bagley	1,259	\$15,550.00	\$15,350.00	\$3,837.50	\$15,000.00	\$350.00	\$16,550.00	2
Baudette	1,067	\$15,550.00	\$15,350.00	\$3,837.50	\$15,000.00	\$350.00	\$16,550.00	2
East Grand Forks	7,934	\$36,100.00	\$34,350.00	\$8,587.50	\$34,000.00	\$350.00	\$37,950.00	3
Fosston	1,527	\$15,550.00	\$15,350.00	\$3,837.50	\$15,000.00	\$350.00	\$17,150.00	2
Halstad	596	\$10,050.00	\$9,450.00	\$2,362.50	\$9,100.00	\$350.00	\$10,650.00	1
Roseau	2,879	\$15,550.00	\$15,550.00	\$3,887.50	\$15,200.00	\$350.00	\$15,550.00	2
Thief River Falls	8,509	\$21,550.00	\$21,550.00	\$5,387.50	\$21,200.00	\$350.00	\$24,550.00	2
Warren	1,683	\$15,550.00	\$15,350.00	\$3,837.50	\$15,000.00	\$350.00	\$17,150.00	2
Warroad	1,781	\$11,550.00	\$11,550.00	\$2,887.50	\$11,200.00	\$350.00	\$11,550.00	1
Totals:	27,235		\$153,850.00	\$38,462.50	\$150,700.00	\$3,150.00	\$167,650.00	17

Annual JTS (Electric)
 \$600.00 per lineman

	2019-20	2018-19
Bagley	\$1,200.00	\$1,200.00
Baudette	\$1,200.00	\$1,200.00
EGF	\$3,600.00	\$3,600.00
Fosston	\$1,800.00	\$1,800.00
Halstad	\$1,200.00	\$1,200.00
Roseau	\$0.00	\$0.00
TRF	\$3,000.00	\$3,000.00
Warren	\$1,200.00	\$1,200.00
Warroad	\$1,800.00	\$1,800.00
Totals:	\$15,000.00	\$15,000.00

Please notify Larry Pederson of changes to your city.
 Call 763-746-0704; fax 763-551-0459 or e-mail to lpederson@mnuua.org.

Request for Water and Light Commission Action

Date: 9/13/2019
To: Water & Light Commissioners
From: Jeff Olson
RE: Blue Moose Oktoberfest temp power

Background:

Once again the Blue Moose is holding their Oktoberfest celebration this weekend and would like to have some temp power set up on the west side of the River Street parking lot. Eagle electric will help with the set up.

Recommendation:

It's my recommendation that the Commissioners grant the use of power for this event.

Request for Water and Light Commission Action

Date: September 16th, 2019

To: WL Commission

From: Corey Thompson, Technology Manager

RE: Fiber Lease Agreement with Halstad Telephone

Background:

Halstad Telephone wishes to lease 5.3 miles of dark fiber from Water and Light, between the South Water Tower and the Central Substation.

Proposed project agreement attached.

Recommendation:

Approve the agreement between Halstad Telephone and Water and Light for the dark fiber lease.

FIBER OPTICS LICENSE PROJECT AGREEMENT

THIS LICENSE is effective as of the 1st day of October by and between Water, Light, Power and Building Commission of and for the City of East Grand Forks, Minnesota,(Water and Light), and Halstad Telephone Company, (HTC).

WITNESSETH:

WHEREAS, Water and Light owns and maintains a fiber optic cable (“cable”) as shown on Exhibit “A” attached hereto and incorporated by the reference and has the capacity to maintain and repair the cable; and

WHEREAS, HTC desires to license from Water and Light cable, as described in Exhibit “A”; and

WHEREAS, HTC has applied for and received a Master Fiber Optic License Agreement from Water and Light;

WHEREAS, for purposes of this project license, HTC of Halstad, MN will be considered an approved contractor of Water and Light to make needed repairs to licensed cable, construct a customer drop and provide other services related to this license as agreed to by both parties.

NOW, THEREFORE, Water and Light agrees to license to HTC and HTC agrees to license from Water and Light, the cable upon the following terms and conditions:

1. License and Term of License. Water and Light hereby licenses the cable to HTC. The initial Term of this license shall be for a period of three (3) years, each year at the same rate. This license shall commence on October 1st, 2019 and terminate on September 30th, 2022 subject to renewal for an Extended Term as set forth in Paragraph 5 below.
2. Customer Drops. Water and Light will allow conduit access to accommodate access as specified in Exhibit “A”.
3. Payment. HTC shall pay to Water and Light for the License of the cable and the other services specified in this License, the sum of \$530 per month based on HTC licensing 1 dark fiber for 5.3 circuit miles. Mileage and quality will be confirmed by an OTDR (optical time-domain reflectometer) test performed by HTC. Payment is to be made in advance on the first day of each month during the duration of this license.
4. Termination. Except as otherwise provided, this license shall terminate at the expiration of the term of the license as set forth in Paragraph 1 above, or earlier upon mutual written agreement of the parties or as provided for in the Master Fiber Optic License Agreement.
5. Renewal Option. Commencement. This License Project Agreement shall commence on the date first set out above (hereinafter “Effective Date”) and shall continue for a minimum period of three (3) years, unless sooner terminated as provided in this Agreement. The License Project Agreement shall, upon expiration of the initial three (3) year term, be automatically renewed for one additional three (3) year term unless either Party provides a written notice of non-renewal to the other Party

not less than twelve (12) months but no sooner than twenty-four (24) months prior to the expiration of the original term or any additional term.

6. Title to equipment and Facilities. Title to and ownership of all equipment and facilities Water and Light owns and uses in owning and maintaining the cable shall remain with Water and Light. Neither Water and Light nor HTC shall do anything, in any way, to encumber, to exercise control over, or to represent that it has any rights with respect to the equipment or facilities owned by the other party.
7. Notice of Work Affecting Cable.

HTC's Network Operations Center:

Halstad Telephone Company
P.O. Box 55
Halstad, MN 56548
Phone: (800) 457-2125
Fax: (218) 456-2196
E-Mail markforseth@rrv.net

Water and Light's Network Operations Center:

Water and Light Distribution Service Center
1010 5th Ave NW
East Grand Forks, MN 56721
Phone: (218) 773 - 0515
Fax (218) 773 – 9240
E-mail jolson@eastgrandforks.net
or cthompson@eastgrandforks.net

8. Access to Water and Light's Facilities. Water and Light must be notified if access to any of its facilities is required by HTC. HTC's personnel must be accompanied by a qualified Water and Light employee while entering any substations, hand holes, or connection point on the fiber optic system. Phone contact numbers will be provided by Water and Light.
9. Notices. All notices and other communications provided for hereunder shall be in writing and shall be personally delivered, mailed or sent electronically to each party as set forth below or at such other address or in such other manner as may be designated by such party in written notice to each of the other parties. All such notices and communications shall be effective when delivered in person, transmitted by fax, sent electronically or upon receipt after dispatch by certified or registered first class mail, postage prepaid, return receipt requested, to the party to whom the same is so given or made:

If to Water and Light: General Manager, Keith R. Mykleseth
East Grand Forks Water and Light Department
600 DeMers Ave NW

P.O. Box 322
East Grand Forks, MN, 56721-0322
kmykleseth@egf.mn

If to HTC: Operations Manager, Mark Forseth
Halstad Telephone Company
P.O. Box 55
Halstad, MN 56548
markforseth@rrv.net

10. Survival. All representations and warranties contained in this license shall survive the execution and delivery of this license and the consummation of the transactions contemplated hereby.
11. Amendment. No amendment or modification of any provision of this license shall be effective unless the same shall be in writing and signed by all of the parties hereto.
12. Successors and Assigns. This license, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns, but nothing in this license is to be construed as an authorization or right of any party to assign its rights in or delegate its duties under this license without the prior written consent of the other party.
13. Governing Law. This license shall be deemed to be a contract made under and shall be construed, interpreted, governed by and enforced in accordance with the laws of the State of Minnesota.
14. Counterparts. This license may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.
15. Headings. The headings to the paragraphs of the license are intended solely for the convenience of the parties and shall in no way be held to explain, modify, amplify or aid in the interpretation of the provision hereof.
16. Severability. The provisions of this license shall be deemed severable and, if any portion hereof shall be held invalid, illegal or unenforceable for any reason, the remainder shall not thereby be invalidated but shall remain in full force and effect.
17. Waiver; Remedies cumulative. No waiver of any provision of this license by any party shall be valid unless in writing and signed by the party against whom the waiver is charged. The waiver of any provision of this license shall not operate or be construed as a waiver of any subsequent breach of that provision or any other provision. Remedies herein provided are cumulative and not exclusive of any other remedy provided by law.

IN WITNESS WHEREOF, The parties hereto have executed this license as of the day,
Month and year first above written

HALSTAD TELEPHONE COMPANY

WATER AND LIGHT

Signature

Signature

Name/Title Printed or Typed

Name/Title Printed or Typed

Date

Date

Signature

Name/Title Printed or Typed

Date

EXHIBIT "A"

DESCRIPTION OF FIBER OPTIC CABLE LICENSED

1. Number of fibers: 1
2. End locations
 - a. Central Substation
 - b. South Water Tower
3. Miles of cable Licensed: 5.3
4. Monthly License amount: \$530
5. Additional Terms:

HTC will be given access to EGF conduit from their facility near 20th Avenue SE and 13th Street SE to the South Water Tower
6. Outage Credit: If an Outage affecting the fiber optic cable in this Project Agreement occurs, the LICENSEE shall be entitled to an Outage credit against its next-due License payment(s) calculated at the following rates. The specified % is calculated as a % of the total monthly licensee fee for this specific fiber.

<u>Outage duration</u>	<u>Outage credit % of monthly fee</u>
Less than 1 minute	0%
1 minute to 1 hour	5%
1 hour but less than or equal to 4 hours	20%
Greater than 4 hours but less than or equal to 8 hours	25%
Greater than 8 hours but less than or equal to 16 hours	30%
Greater than 16 hours but less than or equal to 24 hours	40%
Greater than 24 hours	5% for each additional hour, or fraction thereof, not to exceed 100%.

The total of all outage credits applied for outages for this specific Project fiber in a billing month shall not exceed 100% of the total monthly licensee fee for this specific Project fiber.