



MEMORANDUM

EUGENE WATER & ELECTRIC BOARD

Rely on us.

TO: Commissioners Carlson, Mital, Helgeson, Schlossberg and Brown
FROM: Rod Price, Chief Electric Engineering & Operation Officer;
Jaime Breckenridge, Utility Joint-Use Specialist
DATE: February 20, 2019
SUBJECT: Add Joint Use Fees and Charges to the Customer Service Policy
OBJECTIVE: Board Action: Resolution No. 1906

Issue

EWEB has recurring and non-recurring fees and charges for joint use attachments on EWEB poles. For documentation purposes and ease of doing business, these fees and charges will be added to the Customer Service Policy.

Background

Currently there are three types of joint use attachments on a EWEB pole – wireline (cable, fiber, etc.), equipment (cabinets), and antennas. In order for an entity to attach to a EWEB pole they must have a signed agreement with us.

For wireline attachments and equipment relating to wireline, a Pole Attachment Agreement is executed. The fee structure for wireline attachments is explained in the following:

- Appendix A, Terms and Conditions Specific to Pole Attachments number 14.1 states the formula used to calculate the per foot attachment rate (recurring charge), which is recomputed annually in February for the contract year, which is June 1 through May 31.
- Appendix C, Fee Schedule for Non-Recurring Charges are for those activities that require EWEB personnel to process their request, through an application process, to attach. Part of the approval process is a pre-construction and post-construction inspection of requested pole(s), which have different levels of inspection based on information provided, condition of pole and attachment(s) made. Also included in this appendix is miscellaneous charges relating to unauthorized attachment, failure to make timely transfers, etc.
- Schedule I Unit Cost of Transferring Facilities and Average Costs of Various Pole Operations provides costs as the title states.

For antenna attachments and associated equipment, a Master Lease Agreement and individual Site Lease Agreements are executed. Last month the Board was provided an informal background “Small Cell Installations on EWEB Facilities”. Part of that background outlined the fee structure for small cells. All fees and charges associated to small cell and macro (large cell sites are specified in the Wireless Fee Schedule.

The FCC order that went into effect on January 14, 2019 that imposes caps on recurring and non-recurring fees for attachment is still under appeal. Staff is monitoring this closely; changes in fees and charges may occur based on outcome.

Discussion

Joint Use charges and fees are reviewed annually and potentially revised. For those fees and charges that are revised, such as the wireline pole attachment rate, a new consent and resolution will be submitted to the Board.

Recommendation

Management recommends the Board approve Resolution No. 1906 to add Joint Use Fees and Charges found in the following attachments: Appendix A, Appendix C, Schedule I and Wireless Fee Schedule, into the Customer Service Policy Appendix B – Electric Service Charges and Prices.

Requested Board Action

Approve Resolution No. 1906 to add Joint Use Fees and Charges into the Customer Service Policy.

Please contact Jaime Breckenridge at 541-685-7388 or e-mail at Jaime.breckenridge@eweb.org with questions.

Attachments:

Appendix A – Terms and Conditions Specific to Pole Attachments

Appendix C – Fee Schedule for Non-Recurring Charges

Schedule I – Unit Cost of Transferring Facilities and Average Costs of Various Pole Operations

Wireless Fee Schedule

APPENDIX A TERMS AND CONDITIONS SPECIFIC TO POLE ATTACHMENTS

Permittee shall meet all terms and conditions of the Agreement including the following rules specific to Permitter's Poles.

1. Permittee shall comply with Permitter's standards and requirements including those attached hereto as Appendix B or as they may from time to time be prescribed by Permitter.
2. Promptly after they are selected, Permittee shall provide Permitter's Joint Use Coordinator with the names and other pertinent information of Permittee's proposed design consultants, right-of-way/permitting consultants and installation contractors and subcontractors for Permitter's approval, which approval shall not be unreasonably withheld.
3. Permittee shall provide proposed engineering, design and construction plan, and specifications for the installation of the cable for Permitter's review and approval. Permitter's review of Permittee's plans and specifications, or any changes thereof required by Permitter shall not constitute acceptance or warranty with respect to the adequacy or safety of such plans.
4. The application must include the distances from the proposed telecommunications cable ("Cable") to the lowest conductor or cable in the supply space, hardware and to the attachments of others.
5. The application must include applicable data for the proposed installation including the diameter, unit weight, sag and tension of the Cable and messenger.
6. If Cables with metallic components are installed on Permitter's Poles, Permittee shall be responsible for the installation, maintenance and repair of all electrical bonding, provided that all bond connections to Permitter's Facilities will be made at the sole expense of the Permittee.
7. Permittee's amplifiers, power supplies, translators and other facilities required for the operation of the Cable ("Equipment") shall not interfere with the facilities of or use of Permitter's Structures, and shall be in conformity with such requirements and specifications as Permitter may from time to time prescribe, including but not limited to climbing space, working space, separation from power conductors and clearance above ground.
8. Permittee will install, own and maintain all hooks, brackets, cross arms, guys and similar Facilities required to support the weight or tension of its Cable. Such Facilities shall meet Permitter's material and construction standards. If Permittee fails to install its Facilities in accordance to Permitter's standards and requirements and specifications of the NESC, Permitter may elect to make corrections to the Facilities at Permittee's sole risk and expense 30 days after notifying Permittee of the deficiency if Permittee fails to remedy to Permitter's satisfaction. Permittee, on demand, shall reimburse Permitter for the entire reasonable expense incurred for such work.
9. Permitter has the right to inspect and monitor all work on and near Permitter's Poles by Permittee.
10. Permittee shall exercise due care to prevent damage to Permitter's Facilities and adjacent properties and shall repair any damage by Permittee that may be caused by such access. Permittee shall comply with all agreements and requirements associated with Permitter's right-of-way, and shall repair damage to the

Facilities and adjacent properties caused by Permittee. Permittee shall comply with Permitter's reasonable requests to utilize alternate means of installation if necessary to prevent damage to Permitter's Facilities and adjacent properties. Permittee shall hold Permitter harmless from all third-party claims of any kind or nature whatsoever associated with Permittee's access to the Facilities or adjacent properties.

11. If deemed necessary by the Parties, Permittee and Permitter shall endeavor to jointly develop practices and procedures for emergency restoration of telecommunications service.
12. Under normal circumstances all Attachments require approvals by Permitter prior to construction. The exception to this is in an emergency situation or for a service drop whereas this may be installed without the permit required. However, application for permit must be made within seven (7) days of installation. All attachments installed without prior approval are subject to review and revision at Permittee's sole expense and may have sanction imposed pursuant to Oregon Administrative Rules.
13. As compensation for the use of space on Permitter's Poles on each Structure, Permittee shall pay to Permitter, at the beginning of each Contract Year of the Agreement, the following amounts for Permittee's attachments to Permitter's Poles:

Rate per Cable attachment	x	number of Cable attachments
Rate per Equipment attachment	x	number of Equipment attachments

14. The rates for attachments will be recomputed annually using the formula that follows:

14.1 Cable Attached to Permitter's Poles:

$$\text{Pole Rate} = \frac{\text{Space Occupied by Cable} \times \text{Net Investment in Poles} \times \text{Carrying Charge}}{\text{Total Usable Space} \times \text{Number of Poles}}$$

14.2 Equipment Attached to Permitter's Poles:

$$\text{Equipment Rate} = 2 \times \text{Pole Rate}$$

15. Permittee shall keep the attachment and the span free of trees by operating its own tree trimming program on the Structure.

APPENDIX C FEE SCHEDULE FOR NON-RECURRING CHARGES

1. Application Processing Fee (Electronically or Written) \$25.00 first pole; + \$2.00 per pole thereafter

2. Inspections

In instances where Permititor has sufficient electronic Pole Attachment data existing in its system of record, Permititor may elect to perform a desktop Inspection, which is defined as an Inspection performed using only existing electronic data, maps and pictures. There are no Inspection fees associated with a desktop Inspection.

In instances where Permititor does not have sufficient electronic data to perform a desktop Inspection or the desktop Inspection results in findings that require a field visit, the following Inspection fees apply:

(a) Pre-Construction Inspection Fees – these fees are based upon Applications by various entities that wish to attach a cable, or other device, to Permititor’s Facilities and also occurs prior to when a Permittee wishes to place new cables and/or additional equipment. All Pre-Construction and Post-Construction Inspections are broken into three levels of time usage and complexity.

Level 1 (Visual Inspection) \$40.00 first pole; \$5.00 each pole thereafter
Level 1 Inspections are defined as a “drive by” that does not require the inspector to exit the vehicle and are intended to identify that clearances and strength of the structure are visibly verifiable. These Inspections are typically performed when the Permittee has provided all required information given the type of request on the Application form.

Level 2 (Measured Inspection) \$50.00 first pole; \$10.00 each pole thereafter
Level 2 Inspections are most commonly performed when the poles do not appear to have proper clearance to accommodate the newly proposed Attachment or when the Permittee has failed to provide all required information given the type of request on the Application form. Under these conditions the Permititor deems it prudent to obtain measurements and other data at the Structure or along the line.

Level 3 (Pole Analysis Inspection) \$175.00 first pole; \$30.00 each pole thereafter
Level 3 Inspections are most commonly performed when the poles do not appear to have proper strength to accommodate the newly proposed Attachment or when the Permittee has failed to provide all required information given the type of request on the Application form.

Permititor will not charge Pre-Construction Inspection Fees for an Application to remove Attachments.

(b) Post-Construction Inspection Fees – these Inspections are completed after a Pre-Construction Inspection has been approved, and the installation by the original requesting company has been completed.

Level 4 (Visual Inspection) \$40.00 first pole; \$5.00 each pole thereafter
 Level 4 Inspections are defined as a “drive by” that does not require the inspector to exit the vehicle and are intended to identify that the Permittee has complied with the engineering data provided in the Application form. This level of Inspection will be used for all removals of Attachments, unless the removal has resulted in damage to the pole in which case additional fees to assess the damage may apply.

Level 5 (Measured Inspection) \$50.00 first pole; \$10.00 each pole thereafter
 Level 5 Inspections are most commonly performed when it appears that the Permittee has failed to perform construction in accordance with the specifications on their Application form, has created a NESC violation or has attached to the pole prior to receiving approval from Permittor.

Level 6 (Pole Analysis Inspection) \$175.00 first pole; \$30.00 each pole thereafter
 Level 6 Inspections are most commonly performed when it appears that the Permittee has attached to a pole prior to receiving approval from Permittor and appears to have compromised the integrity of the existing structure.

- | | |
|---|---|
| 3. Unauthorized Attachment Fee | 5 x annual rental fee |
| Over 60 days without permit application | additional \$100.00 + 5 x annual rental fee (recurring every 60 days) |
| 4. Anchor Attachment Fee | \$145.00 |
| 5. Failure to Timely Transfer, Abandon or Remove Facilities Fee | |
| First 30 days | 1/5 Annual Attachment Fee per day, per pole |
| Second 30 days and thereafter | Annual Attachment Fee per day, per pole |
| 6. Topping Pole | Refer to Schedule “I” |
| 7. Transfers | Refer to Schedule “I” |

**SCHEDULE I
UNIT COST OF TRANSFERRING FACILITIES
AND
AVERAGE COSTS OF VARIOUS POLE OPERATIONS**

Crossarms, all types	\$160.00
Anchor Strand or Overhead Guy	\$160.00
Sidewalk Anchor Guy and Pipe	\$298.00
*Drop wire (No Splicing)	\$53.00
*Service Conduit	\$107.00
*Messenger and Cable Bolted to Pole or Cable Arm (No Splicing)	\$199.00
*Messenger Deadends	\$149.00
*Cable Riser (Including Pipe and Moulding – No Splicing)	\$397.00
*Cable Terminations (No Splicing)	\$213.00
Lowering Pole to Ground	\$363.00
Hauling Pole to Yard	\$386.00
Topping Pole	\$131.00

*Cost for temporary transfers shall be billed at 50% of the above rate.

NOTE: Costs for transferring Facilities not covered by this Schedule will be negotiated in each instance.

Effective: 11/29/12



WIRELESS FEE SCHEDULE

Updated 06/27/2018*

Macro Application Fee = \$2,000.00. This fee covers the pre-site review, review of all required documents (antenna specs & build, pole load analysis, RF analysis, etc.), pre-construction meeting, post construction inspection, and project management associated to the site(s). It does not include the cost of design and the make-ready work. That is in addition to the application fee.

Small Cell or DAS (Distributed Antenna System) Application Fee = \$1,000.00. This fee covers the pre-site review, review of all required documents (antenna specs & build, pole load analysis, RF analysis, etc.), pre-construction meeting, post construction inspection, and project management associated to the site(s). It does not include the cost of design and the make-ready work. That is in addition to the application fee.

Small Cell or DAS Pole Lease Fee =

Pole Top = \$1,800.00 per year. This is for the antenna and a small amount of equipment (per standard) to be mounted on pole.

Mid-Pole = rate is determined by the then annual pole attachment rental rate (OAR 860-028-0110(2)) multiplied by the Lessee's authorized attachment space (identified in the SLA Exhibit A). These costs are re-calculated annually. See SLA for billing schedule. For reference, the 2018-2019 rate is \$15.03 per foot within the communication space.

Monthly electric consumption for small cell sites will be a flat rate. Monthly rate is \$65.96 per month.

Macro Cell Pole Lease Fee =

Secondary or Guy Stub Pole = \$650.00 per month. This is for the antenna, radio heads (if able to conform to COE requirements) and conduit on the pole. All ancillary equipment to be groundmount.

Primary or Feeder Pole = \$1,150.00 per month. This is for the antenna, radio heads (if able to conform to COE requirements) and conduit on the pole. All ancillary equipment to be groundmount.

All macro cell sites will have a metered service.

*Fees subject to change and may be reviewed annually.

**RESOLUTION NO. 1906
MARCH 2019**

**EUGENE WATER & ELECTRIC BOARD
ADD JOINT USE CHARGES AND FEES TO CUSTOMER SERVICE POLICY**

WHEREAS, the Eugene Water & Electric Board (EWEB) is obligated, as much as practical, to allow any entity requiring pole attachments to serve customers, use of utility poles based on Oregon Administrative Rules (860-028-0050) and City ordinances; and

WHEREAS, EWEB has Pole Attachment Agreements, Master Lease Agreements and Site Lease Agreements executed with attaching entities that ensure attachments comply with EWEB operational need and standards, State and Local Jurisdictions rules and ordinances; and

WHEREAS, EWEB has Joint Use Charges and Fees for attachment to EWEB facilities and related activities; and

WHEREAS, the Board of Commissioners has reviewed the request to add the Joint Use Charges and Fees to the Customer Service Policy and has determined that the addition is appropriate and necessary.

NOW, THEREFORE, BE IT RESOLVED the Eugene Water & Electric Board hereby authorizes the General Manager to add the Joint Use Charges and Fees to the Customer Service Policy to the Appendix A – Electric Service Charges and Prices.

DATED this 5th day of March 2019.

THE CITY OF EUGENE, OREGON
Acting by and through the
Eugene Water & Electric Board

President

I, ANNE M. KAH the duly appointed, qualified, and acting Assistant Secretary of the Eugene Water & Electric Board, do hereby certify that the above is a true and exact copy of the Resolution adopted by the Board at its March 5, 2019 Board Meeting.

Assistant Secretary