

## **EWEB Board Consent Calendar Request**

*For Contract Awards, Renewals, and Increases*

The Board is being asked to authorize the use of a cooperative contract for **multiple Microwave Radio Projects** from **Aviat Networks**.

Board Meeting Date: February 2, 2021

Project Name/Contract#: Microwave Radio Projects / NASPO Contract 05715

Primary Contact: Rod Price Ext. 7122

Expected Spend: \$311,000

Narrative:

The Board is being asked to authorize the use of the Aviat Networks Contract #05715, a cooperative contract through NASPO, for the goods and construction of two microwave radio projects. One project is to replace the link from Mt. Hagan to Vida Mt. that was lost in the Holiday Farm Fire. The other project is a link from the Roosevelt Operations Center (ROC) to Blanton Heights to facilitate connectivity to EWEB's up-river microwave radio network, which will increase communications bandwidth.

EWEB plans to replace the microwave radio link between Mt Hagan to Vida Mt. and to add a link from the ROC to Blanton Heights.

- 1. Mt. Hagan to Vida Mt. Replacement Project:** This microwave radio equipment was lost in the Holiday Farm Fire and needs to be replaced. The equipment link provided critical communications between EWEB's Mt. Hagan communications site and Vida Mt. The link is critical to EWEB's up-river two-way radio system which is also shared with our partner agencies including LRIG, LCSO, Lane Fire, Lane County Public Works, ODOT and OSP. The cost of the project will largely be reimbursed by our partner agency, LRIG.
- 2. ROC to Blanton Heights Project:** This microwave radio project is for a new link between the ROC and Blanton Heights. The purpose is to provide critical connectivity between the ROC and EWEB's up-river microwave radio network. In addition, there is a bandwidth "choke point" at Blanton Heights which prevents a significant amount of bandwidth in the existing up-river network from being utilized. This project will resolve both issues.

EWEB's microwave radio network is a crucial part of our up-river and two-way radio communications. Adding new links and replacing old links that have been lost to damage or become obsolete is an important long-term investment. Due to the critical nature and reliability demands of the network, the equipment used should be replaced quickly and with reliable and proven systems. Staff recommends replacing Mt Hagan's link with a compatible Aviat Networks system. Aviat is a reliable manufacturer and designer of point to point microwave radio equipment, they offer extensive experience and exceptional customer service. Using the same systems at each site will create efficiencies for maintenance and managing system spares.

NASPO ValuePoint is the contracting arm of "NASPO" the National Association of State Procurement Officials, a unified, nationally focused cooperative alliance aggregating the demand of all 50 states, the District of Columbia and the US Territories, working together to pursue cooperative contracting opportunities and conduct competitive solicitations through the development of multi-state sourcing teams following the procurement laws of the state chosen to lead the procurement. The sourcing teams develop the request for proposals, evaluate responses and recommend awards to the NASPO ValuePoint Management Board. Once awarded, master agreements are available to all states, their political subdivisions, and other eligible entities. By leveraging the leadership and expertise of all states with the purchasing power of their public entities, NASPO ValuePoint delivers best value and competitively sourced contracts that offer public entities outstanding pricing and value.

**ACTION REQUESTED:**

Management requests the Board authorize the use the NASPO ValuePoint cooperative contract #05715 from **Aviat Networks**. Funding for these projects are in the Electric Capital 2021 budget of \$51.3 million. Approximately \$150,000 of these project costs will be reimbursed by our partner agency, Lane Radio Interoperability Group (LRIG). Variances will be managed within the budget process and Board policy.

## **EWEB Board Consent Calendar Request**

*For Contract Awards, Renewals, and Increases*

The Board is being asked to authorize the use of a cooperative contract for **the purchase of a 12/15-yard Dump Truck** from **Peterson Truck**.

Board Meeting Date: February 2, 2021

Project Name/Contract#: 12/15-yard Dump Truck / Sourcewell Contract 060920-NVS

Primary Contact: Rod Price Ext. 7122

Expected Spend: \$170,000

Narrative:

The Board is being asked to authorize the use of the International Truck Contract #060920-NVS, a cooperative contract through Sourcewell, for the purchase of one dump truck from Peterson Truck, an authorized International Truck dealer.

EWEB requires dump trucks for use by the Water Construction Crews for building and maintaining our water systems infrastructure. By standardizing our fleet of dump trucks, we have been able to extend the useful service life to 15 to 18 years. The dump truck that is being replaced is now over 22 years old and has become unreliable and replacement parts have become obsolete.

Sourcewell was established to assist public agencies to contract more efficiently than as an individual entity through the state of Minnesota. They establish competitively awarded cooperative purchasing contracts on behalf of itself and its participating agencies, including EWEB. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award contracts for goods and services which facilitates the public procurement process and leverages governmental agencies purchasing power.

### **ACTION REQUESTED:**

Management requests the Board authorize the use the Sourcewell cooperative contract #060920-NVS from **Peterson Truck**. Approximately \$795,000 was planned for vehicle purchases in the Water Capital 2021 budget of \$21.1 million. Variances will be managed within the budget process and Board policy.

## **EWEB Board Consent Calendar Request**

*For Contract Awards, Renewals, and Increases*

The Board is being asked to approve an Intergovernmental Agreement (IGA) with the **U.S. Department of Interior, U.S. Geological Survey (USGS)** to provide **monitoring and consulting services for source water protection.**

Board Meeting Date: February 2, 2021

Project Name/Contract#: Monitoring and Analytical Services for Source Water Protection / 21-004-IGA

Primary Contact: Karen Kelley Ext. 7153

### **Contract Amount:**

Original Contract Amount: \$257,000

Additional \$ Previously Approved: \$0

Invoices over last approval: \$0

Percentage over last approval: 0%

Amount this Request: \$257,000

**Resulting Cumulative Total:** \$257,000

### **Contracting Method:**

Method of Solicitation: Direct Negotiation

If applicable, basis for exemption: Exemption – Intergovernmental Agreement

Term of Agreement: February 1, 2021 to January 31, 2022

Option to Renew? No

Approval for purchases "as needed" for the life of the contract No

Proposals/Bids Received (Range): N/A, Direct Negotiation

Selection Basis: Direct Negotiation-Intergovernmental Agreement

### **Narrative:**

#### Operational Requirement and Alignment with Strategic Plan

The Board is being asked to approve an intergovernmental agreement (IGA), or in this case Joint Funding Agreement (JFA), with U.S. Department of Interior, U.S. Geological Survey (USGS) to provide water quality monitoring and analysis services for Source Water Protection and as part of the Holiday Farm Fire (HFF) response.

EWEB has contracted with the USGS Oregon Water Science Center since 2002 for planning, contaminant monitoring, scientific support and collaboration, collection of streamflow data, and a variety of other water quality investigative work conducted in the McKenzie Watershed on behalf of Source Water Protection. The work will include real-time water quality monitoring at 7 water quality stations in the McKenzie valley to detect presence of turbidity and dissolved organic carbon events, as well as potential harmful algal blooms (HAB) that could produce cyanotoxins. The network of real-time water quality stations will be maintained, calibrated and available via the USGS web portal as an early warning system for Hayden Bridge and Source Protection staff to identify impacts from the Holiday Farm Fire and changing conditions that may impact water quality.

#### Contracted Goods or Services

Contracted services include the following:

- Operation of four streamflow gaging stations at Hayden Bridge, Vida, Gate Creek, and Camp Creek to better understand flow conditions for monitoring and to support Hayden Bridge and Generation operations decisions.
- Maintenance, calibration and operation of seven water quality monitoring stations at South Fork McKenzie, Blue River, McKenzie River at Trailbridge, Vida and Walterville, Gate Creek, and Camp Creek gages to

assess trends and seasonal water quality variability below the Holiday Farm Fire, large reservoir outfalls and private forestry operations.

- Provide scientific analysis support focused on Holiday Farm Fire impacts and HAB events to better understand the spatial and temporal occurrence of potential toxin-producing cyanobacteria (blue-green algae) in drinking water source areas.

Staff have negotiated the scope of work and the cost sharing for this Joint Funding Agreement with USGS. Currently, the cost share is 60% EWEB and 40% USGS. For 2021, EWEB's share is \$256,800 and USGS's share is \$171,200.

#### Prior Contract Activities

2020	\$172,680
2019	\$165,500
2018	\$ 68,500
2017	\$119,500
2016	\$ 93,500
2015	\$ 51,500
2014	\$144,000

Purchasing Process – Staff have negotiated a Joint Funding Agreement with the U.S. Department of the Interior, U.S. Geological Survey.

Bidder/Proposer Information – Directly Negotiated Intergovernmental Agreement

Competitive Fair Price – These costs are comparable to what it takes EWEB to operate, maintain, and calibrate its own real-time water quality stations and has the added value of data quality control performed and published on website.

#### **ACTION REQUESTED:**

Management requests the Board approve a Joint Funding Agreement (JFA) with **U.S. Department of the Interior, U.S. Geological Survey** for **water quality monitoring and analytical services for source water protection**. Funds for this work are supported by the Water Quality and Source Protection Department, HFF Watershed Restoration Program, and Generation. Approximately \$257,000 was included for these services in the Board Approved \$1 million for to EWEB's immediate support response to the Holiday Farm Fire. Variances will be managed within the budget process and Board policy.

**RESOLUTION NO. 2102  
FEBRUARY 2021**

**EUGENE WATER & ELECTRIC BOARD  
BOARD APPOINTMENTS, BOARD COMMITTEES,  
ADVISORY COMMITTEES AND OUTSIDE LIAISONS**

**WHEREAS**, Board Policy GP12 provides for the use of committees, outside appointments and liaisons to staff work as a means of gathering and disseminating information, representing the Board and providing preliminary input to Board decisions; and

**WHEREAS**, Board Policy GP12 further states that all committees, outside appointments and liaisons be created by resolution and that all appointments to said committees, outside appointments and liaisons be made via resolution; and

**WHEREAS**, the Board met on January 5, 2021 and discussed potential appointments to current and existing committees, outside organizations and internal project teams; and

**NOW, THEREFORE, BE IT RESOLVED** that the Eugene Water & Electric Board appoints the stipulated individuals to the following committees, appointments and liaisons for the year 2021 or as otherwise indicated.

**Lane Council of Governments (LCOG)** - Provides coordination among Lane County governmental agencies. Term of organization is ongoing. Term of appointment is annual, and Sonya Carlson is the primary appointee with John Barofsky as alternate.

**McKenzie Watershed Council** - Fosters better stewardship of the McKenzie Watershed resources through voluntary partnerships and collaboration. Term of organization is ongoing. Term of appointment is annual, and John Barofsky is the primary appointee with no designated alternate.

**Other Post Employment Benefits (OPEB)** - A Commissioner is not a voting member of the Section 115 Trust that has been set up to oversee EWEB contributions to the trust, the investment of funds, and measurement of the unfunded liabilities of the retiree medical plan. Term of appointment is ongoing, and John Brown is the appointee.

**Northwest Public Power Association (NWPPA)** - NWPPA is an organization in the Western U.S. and Canada. They provide training and education, public information, communication, federal legislative coordination, surveys, data and networking opportunities and products and services for the utility industry. EWEB shall leave former Commissioner Helgeson's position on the NWPPA Board of Trustees vacant upon his resignation.

**Springfield Utility Board (SUB)** - EWEB is interested in partnering with SUB to build a long-term resilient approach to managing multiple waters sources in the metropolitan area. The SUB liaison will assist the General Manager with the exploration of strategic water opportunities. Term of assignment is ongoing, term of appointment is annual, and John Brown is primary appointee with no designated alternate.

**Lane Electric Cooperative** – The liaison will partner with the General Manager on future discussions and collaboration with Lane Electric Cooperative. Term of assignment is ongoing, term of appointment is annual, and Mindy Schlossberg is primary appointee with no designated alternate.

**City of Eugene** – It is the Board’s desire to partner with the City of Eugene to execute EWEB’s role in decarbonization; in particular energy efficiency, electric and water conservation, low-carbon electricity, and smart electrification. This liaison will collaborate with the City of Eugene on climate related matters and provide the Board periodic reports on discussions with the City. Term of assignment is ongoing. Term of appointment is annual, and Mindy Schlossberg and Matt McRae are the appointees.

Changes in these assignments may be made at the direction of the Board.

Dated this 2<sup>nd</sup> day of February 2021

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

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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 February 2, 2021 Regular Board Meeting.

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Assistant Secretary



# MEMORANDUM

EUGENE WATER & ELECTRIC BOARD

*Rely on us.*

TO: Commissioners Schlossberg, Brown, Carlson, Barofsky and McRae  
FROM: Rod Price, Chief Engineering & Operations Officer; Jaime Breckenridge, Utility Joint Use Specialist  
DATE: January 13, 2021  
SUBJECT: Adding Communication Tower and Transmission Structure Attachment Fees to Joint Use Wireless Fee Schedule  
OBJECTIVE: Board Action: Resolution No. 2103

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## **Issue**

EWEB has communication towers and transmission structures that are built with the capacity of additional entities installing wireless facilities on them. While we have published fees for wireless installations on EWEB's electric distribution poles (Board Resolution 1906), it does not include fees for joint use installations on communication towers and transmission structures. The Customer Service Policy needs to be updated to include the attachment fees for transmission structures and communication towers.

## **Background**

Similar to wireless attachments on distribution facilities, any non-EWEB attachments on communication towers or transmission structures require an executed Master Lease Agreement and Site Lease Agreement. All fees and charges associated to installing on communication towers or transmission structures, including proposed additions, are outlined in the Wireless Fee Schedule. Fees and Charges are shown in Attachment 1. Use of such structures vary based on ownership and equipment. EWEB has reviewed other public electric utilities as well as Oregon Department of Transportation (ODOT) and has elected to follow ODOT's methodology. This methodology breaks down the individual attachment which make it easy and consistent when working with joint users and internal staff. The proposed fees are based on seventy-five percent of today's private sector rates for associated equipment installation on towers. EWEB reserves the right to update these rates annually for inflation.

## **Discussion**

All Joint Use charges and fees are reviewed annually and potentially revised to adjust for inflation or changes in market conditions. For those fees and charges that are revised, a new consent and resolution will be submitted to the Board. Pursuant to Board action. The proposed communication tower and transmission structure attachment fees will be added to the Customer Service Policy, Joint Use Fees and Charges, Wireless Fee Schedule.



**Recommendation**

Management recommends the Board approve Resolution No. 2103 to update Joint Use Fees and Charges found in the following attachment: Customer Service Policy, Appendix B, Section W; Joint Use Fees and Charges.

**Requested Board Action**

Approve Resolution No. 2103 to update Joint Use Fees and Charges in the Customer Service Policy.

Please contact Jaime Breckenridge at 541-685-7388 or e-mail at [jaim.breckenridge@eweb.org](mailto:jaim.breckenridge@eweb.org) with questions.

**Attachments:**

- 1) Revised Customer Service Policy, Appendix B, Section W; Joint Use Fees and Charges



- c. Energy delivered to the EWEB system will be credited to Owner’s generation account monthly according to the Rate Schedule above. Payments for renewable electric generation credits will be issued once per year in December in the form of a check.

**W. Joint Use Fees and Charges**

(Resolution No. 2017)

The following are fees and charges for joint use wireline, equipment related to wireline, antennae and equipment related to antenna attachments. This information is excerpted from the Pole Attachment Agreement.

**For wireline and related equipment the following are applicable:**

- 1. Terms and Conditions (#13 and #14 from Appendix A of the Pole Attachment Agreement)
  - 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:

Equipment Rate = 2 x Pole Rate

June 1, 2020 – May 31, 2021 Pole Rate:

Noncompliance Rate	\$16.76
Compliance Rate	\$15.08

- 2. Fee Schedule for Non-Recurring Charges (from Appendix C of the Pole Attachment Agreement)



- a. Application Processing Fee  
(Electronically or Written)

\$25.00 first pole; + \$2.00 per pole thereafter

- b. Inspections

In instances where Permittor has sufficient electronic Pole Attachment data existing in its system of record, Permittor 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 Permittor 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:

- i. Pre-Construction Inspection Fees – these fees are based upon Applications by various entities that wish to attach a cable, or other device, to Permittor’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 Permittor 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.

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

- ii. 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 Permitter and appears to have compromised the integrity of the existing structure.

- c. 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)

- d. Anchor Attachment Fee - \$145.00

- e. 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

- f. Topping Pole – Refer to Schedule I

- g. Transfers – Refer to Schedule I

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

Crossarms, all types	\$185.00
Anchor Strand or Overhead Guy	\$185.00
Sidewalk Anchor Guy and Pipe	\$366.00
*Drop wire (No Splicing)	\$59.00
*Service Conduit	\$122.00
*Messenger and Cable Bolted to Pole or Cable Arm (No Splicing)	\$229.00
*Messenger Deadends	\$171.00
*Cable Riser (Including Pipe and Moulding – No Splicing)	\$459.00



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*Cable Terminations (No Splicing)	\$244.00
Lowering Pole to Ground	\$392.00
Hauling Pole to Yard	\$474.00
Topping Pole	\$143.00

\*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.

**For antennae and related equipment the following are applicable:**

A. Wireless Fee Schedule  
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 pole attachment rental rate (OAR 860-028-0110[2]) multiplied by the Lessee’s authorized attachment space. These costs are re-calculated annually. See SLA (Site Lease Agreement) for billing schedules.



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 on Secondary/Guy Stub and Primary/Feeder poles will have a metered service.

Communication Tower and Transmission Structure – fees are based on equipment installed on tower or structure and space occupied in EWEB owned building. Where no building exists, and ground space is required for equipment, a separate Land Lease Agreement will be required if on EWEB property. Annual individual fees are as follows:

### Building Space

<u>Full rack (6'x20"x19")</u>	<u>\$ 3,256.00</u>
<u>Floor space/sq. ft</u>	<u>\$ 93.00</u>
<u>Annual power fee</u>	<u>\$ 226.00</u>
<u>Annual emergency power fee per rack</u>	<u>\$ 170.00</u>

### Antennas

#### Non-Dish

<u>50'-89'</u>	<u>\$ 372.00</u>
<u>90'-129'</u>	<u>\$ 464.00</u>
<u>130'+</u>	<u>\$ 558.00</u>

#### 2' Dish

<u>50'-89'</u>	<u>\$ 496.00</u>
<u>90'-129'</u>	<u>\$ 542.00</u>
<u>130'+</u>	<u>\$ 587.00</u>

#### 4' Dish

<u>50'-89'</u>	<u>\$ 1,023.00</u>
<u>90'-129'</u>	<u>\$ 1,139.00</u>
<u>130'+</u>	<u>\$ 1,233.00</u>

#### 6' Dish

<u>50'-89'</u>	<u>\$ 1,582.00</u>
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<u>90'-129'</u>	<u>\$ 1,744.00</u>
<u>130'+</u>	<u>\$ 1,862.00</u>
<b><u>8' Dish</u></b>	
<u>50'-89'</u>	<u>\$ 2,047.00</u>
<u>90'-129'</u>	<u>\$ 2,255.00</u>
<u>130'+</u>	<u>\$ 2,489.00</u>
<b><u>10' Dish</u></b>	
<u>50'-89'</u>	<u>\$ 2,605.00</u>
<u>90'-129'</u>	<u>\$ 2,885.00</u>
<u>130'+</u>	<u>\$ 3,116.00</u>

\*Fees subject to change and may be reviewed annually.

**X. Downtown Network Service Connection Charge**

(Resolution No. 2004)

1. Purpose

The downtown secondary network offers increased redundancy and high reliability to customers. The configuration of the network requires new services to use specialized equipment and installation standards. A downtown network service connection charge has been established to distribute the costs of service connection to the secondary network in a consistent and transparent manner.

2. Applicability

The connection charge will be administered for all customers adding load within the downtown network boundary and that are connected to the network grid.

- a. New Development/Service: The connection charge will be calculated based on the estimated demand (kW) on the secondary network.
- b. Existing Services: The connection charge will be determined based on the difference between the new estimated demand and the highest monthly demand (kW) that occurred within the past five years.
  - i. If a single service is replacing multiple services, the sum of the highest demand (kW) will be used.



**RESOLUTION NO. 2103  
FEBRUARY 2021**

**EUGENE WATER & ELECTRIC BOARD  
JOINT USE WIRELESS FEE SCHEDULE – ADDITION OF COMMUNICATION  
AND TRANSMISSION STRUCTURE FEES**

**WHEREAS**, the Eugene Water & Electric Board (EWEB) constructed communication towers that have space for additional entities, 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 addition of communication and transmission structures to the Joint Use charges and fees.

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby authorizes the General Manager to add communication tower and transmission structure fees to the Joint Use Wireless Fee Schedule in the Customer Service Policy as recommended and approved at the February 2, 2021 board meeting.

DATED this 2<sup>nd</sup> day of February 2021.

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 February 2, 2021 Board Meeting.

\_\_\_\_\_  
Assistant Secretary

## Governance Process Policies (GP Policies)

GP8                                      Meetings and Executive Sessions  
Effective Date                      ~~May 17, 2005~~ February 2, 2021

Consistent with the Board Bylaws, and except as otherwise provided by law; all meetings of the Board shall be open to the public and all persons shall be permitted to attend, no quorum of the Board shall meet in private for the purpose of deciding on or deliberating toward a decision on any matter; an executive session may be held only for those purposes allowed by law. ORS 192.660 provides a list of purposes for which an executive session may be held, including but not limited to:

- Employment of Public Officers, Employees and Agents
- Discipline of Public Officers and Employees
- Performance Evaluations of Public Officers and Employees
- Labor Negotiations
- Discussions Regarding Exempt Public Records
- Discussions with Legal Counsel on Pending or Threatened Litigation
- Real Property Transactions

(ORS 192.610-690)

At the General Manager's discretion, invited EWEB staff, legal counsel and consultants may be granted access to an executive session.

Subject to approval of both the Board President and General Manager non-EWEB attendees, such as commissioner elects, may be granted access to an executive session when their presence is substantiated by a business purpose relevant to the subject matter being discussed in executive session.

**Source:** Bylaws/Debra Smith, Board Approved 05/17/05.

**RESOLUTION NO. 2104  
FEBRUARY 2021**

**EUGENE WATER & ELECTRIC BOARD  
UPDATE TO BOARD POLICY GP8 – MEETINGS & EXECUTIVE SESSIONS**

**WHEREAS**, the Eugene Water & Electric Board (EWEB) maintains a Board Policy Manual that contains governing policies for the Board of Commissioners; and

**WHEREAS**, the Board of Commissioners periodically reviews said policies and identifies required modifications or amendments to those policies; and

**WHEREAS**, the Board of Commissioners periodically determines that new policy is required to adequately document the work or intention of the Board with regard to governance, Board-staff linkage, strategic direction or executive limitations; and

**WHEREAS**, the Board of Commissioners has reviewed an amendment to Board Policy GP8, Meetings and Executive Sessions, and has determined that the amendment is appropriate and necessary.

**NOW, THEREFORE, BE IT RESOLVED** the Eugene Water & Electric Board hereby approves the amended Board Policy GP8 – Meetings and Executive Sessions.

DATED this 2nd day of February 2021.

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 February 2, 2021 Regular Board Meeting.

\_\_\_\_\_  
Assistant Secretary