

**CITY OF SILVERTON  
CITY COUNCIL AND SHELTERING SILVERTON JOINT MEETING  
CITY COUNCIL REGULAR MEETING  
Monday, August 19, 2024 – 6:30 PM**



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**City Hall, Council Chambers (RM 204) – 410 N Water St. Silverton, OR**

*Americans with Disabilities Act – The City of Silverton intends to comply with the A.D.A. The meeting location is accessible to individuals needing special accommodations such as a sign language interpreter, headphones, or other special accommodations for the hearing impaired. To participate, please contact the City at 503-874-2204 at least 48 hours before the meeting.*

A copy of the full packet is available on the City’s website at <https://silverton.or.us/meetings>. In accordance with House Bill 2560 and City of Silverton Resolution 22-06, the meeting will be held in a hybrid format: in person, and electronically using the Zoom web conference platform. Please submit written comments to [publiccomment@silverton.or.us](mailto:publiccomment@silverton.or.us) before 3:00 PM on the meeting date listed above. Comments received will be shared with the City Council and included in the record. If you wish to participate through the Zoom web conference platform, see the meeting information below.

**Zoom meeting link:**

<https://us02web.zoom.us/j/88660707886>

Webinar ID: 886 6070 7886

**AGENDA**

**6:30 PM CITY COUNCIL AND SHELTERING SILVERTON JOINT MEETING**

**1. OPENING CEREMONIES – Call to Order, Pledge of Allegiance, and Roll Call**

**2. DISCUSSION ITEMS**

- 2.1 Presentation of Sheltering Silverton Programs – Sheltering Silverton Executive Director Sarah White
- 2.2 Presentation and Discussion of Camping Ordinances in 2024 (Addressing the Regulation of Public Property Concerning Persons Experiencing Houselessness) – Beery Elsner & Hammond LLP Associate Ashleigh Dougill, City Manager Cory Misley

**7:30 PM REGULAR MEETING**

**3. PUBLIC COMMENT**

This is the only time for public comment during this business meeting of the City Council unless a public hearing is scheduled for a specific matter. The City values and welcomes public input. Please address the Council as a whole and not individual Council Members. Do not address staff or members of the audience. Council action on items brought up in Public Comment is limited

by the Oregon Open Meeting Law. The Council may direct staff to study the matter and reschedule it for further consideration later. Individuals are limited to three (3) minutes.

#### **4. CONSENT**

- 4.1 Approve the Minutes from June 17, 2024, City Council Work Session and Regular Meeting – Deputy City Recorder and Communications Coordinator Macy Mulholland
- 4.2 Approve the City Hall Change Order Amendments to the Construction Contract with Corp Inc. from \$15,607,485.70 to \$15,683,910.08 – Community Development Director Jason Gottgetreu
- 4.3 Approve Resolution No. 24-21 - A Resolution to Increase Water Administration Appropriation for the Aquifer Storage and Recovery (ASR) and Water Management Conservation Plan Update and Authorize the City Manager to Enter into a Contract with GSI Water Solutions – Public Works Director Travis Sperle
- 4.4 Approve Resolution No. 24-22 - A Resolution to Increase Sewer Operations Appropriation for the Wastewater Treatment Plant Programmable Logic Controller (PLC) and Supervisory Control and Data Acquisition (SCADA) Upgrade and Authorize the City Manager to Enter into a Contract with TAG – Water Quality Division Supervisor Brad Jensen
- 4.5 Approve Resolution No. 24-23 - A Resolution to Increase Water Operations Appropriation for the Water Treatment Plant Programmable Logic Controller (PLC) and Supervisory Control and Data Acquisition (SCADA) Upgrade and Authorize the City Manager to Enter into a Contract with TAG – Water Quality Division Supervisor Brad Jensen

#### **5. DISCUSSION**


- 5.1 Discussion of the Portland General Electric (PGE) Franchise Agreement – PGE Local Government Affairs Manager Wendy Veliz, City Manager Cory Misley

#### **6. STAFF COMMENTS**

#### **7. COUNCIL COMMUNICATIONS**

#### **8. ADJOURNMENT**

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	2.1 & 2.2	Sheltering Silverton Overview & Presentation and Discussion of Camping Ordinances in 2024
	<b>Agenda Type:</b>	
	Joint Meeting Discussion	
	<b>Meeting Date:</b>	
August 19, 2024		
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Cory Misley	Macy Mulholland	Cory Misley

Background:

The City of Silverton and Sheltering Silverton have worked collaboratively for many years to address the complex, dynamic challenge of houselessness in the community. Last November, Sheltering Silverton opened a permanent, low-barrier shelter and transitional housing units to assist unhoused individuals in the community on City property, located on a portion of the City Public Works Maintenance Yard at 832 McClaine St. The two organizations continue to coordinate at an operational level; however, they have not met organizationally from a policy perspective. The intent of this joint meeting is to facilitate shared learnings and dialogue, including a brief overview of Sheltering Silverton’s operations in the new facility, an in-depth briefing by the City’s Legal Counsel, Ashleigh Dougill, and the opportunity to provide feedback on example code language.

The City lacks consistent and cohesive legal code requirements regarding camping in public places. The attached BEH presentation provides an overview of the shifting state and federal context regarding the legal landscape and relevant examples of other cities that have implemented specific code sections on the matter.

The goal, subject to City Council direction, is to prepare a draft code section for the City and refine it with anticipated adoption later this fall. Generally given the “living nature” of legal code, the City should – in line with best practice – plan to revisit the code a year from then (or sooner) to assess and evaluate its effectiveness and any other considerations. With that in mind, the role of legal challenges, and court interpretation on this topic, the recommendation is to prepare a thorough, reasonable, clear, and objective code section while understanding that ultimately the implementation and enforcement (plus potential legal challenges) will matter most and dictate the results down the road.

Attachments:

1. Sheltering Silverton Presentation – Overview of Programs
2. Sheltering Silverton – Our Town Op-Ed, July 15, 2024
3. Sheltering Silverton – Program Entry Script for Individuals Seeking Services
4. BEH Presentation – Silverton Camping Ordinance
5. City of Medford – Municipal Code Section 5.257
6. City of Sisters – Camping Ordinance



  
**Sheltering**  
- SILVERTON -

832

  
www.palmer.com











# Who we serve:

People experiencing homelessness or housing insecurity in the Silver Falls School District Area:

Families with Children

People with Intellectual/Developmental Disabilities

Senior Citizens

Domestic Violence/Human Trafficking Survivors

Veterans

People with Literacy Challenges

Full Time Workers

People with Disabling Health Conditions

# 2024 - WHO WE'RE SERVING

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OUR YEAR-ROUND EMERGENCY SHELTER OFFERS 20 PERMANENT BEDS,  
FOOD, LAUNDRY, SHOWERS, HOUSING & WELLNESS SUPPORTS

**119** INDIVIDUALS

**12%** CHILDREN

**51%** WOMEN

**16%** LATINO, HISPANIC

**21%** OVER AGE OF 55

**32%** REPORT 3 OR MORE DISABLING  
CONDITIONS

# Silver Falls School District 4J, OR

School District (Unified) in: [2 counties](#), [Oregon](#), [United States](#)

**20,288**

Population

**259.1** square miles

**78.3** people per square mile

Census data: ACS 2022 5-year unless noted

## How Do We Compare?

### Per Capita Homelessness:

**in Oregon:**

**48 people of every 10,000 (.48%)**

*Source: 2023 PIT count (HUD)*

**In Marion/Polk Counties:**

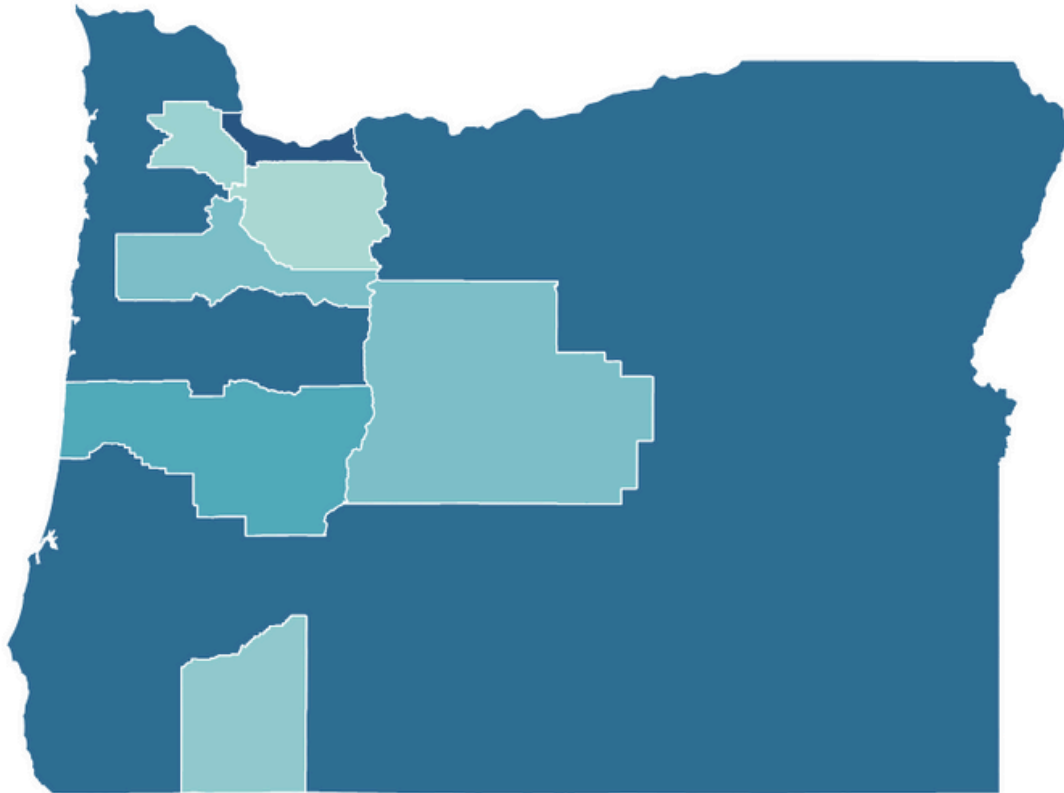
**39 people of every 10,000 (.39%)**

*Source: July 31, 2024 PIT (HMIS)*

**In Silver Falls Service Area:**

**74 people of 20,288 (.36%)**

# Regional Data



## Salem/Marion, Polk Counties CoC

**1,683**

People Experienced Homelessness  
on a Given Night in 2023

**39**

People Experienced Homelessness  
out of Every 10,000 People  
in the General Population





**What we do...**



# Homelessness Prevention

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**Assist local households with rent and other supports  
so that they can avoid eviction or displacement:**

rent/utility assistance

case management

crisis intervention navigation services



# Shelter

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## **Low-Barrier Emergency Shelter**

20 beds with 24/7 access, showers, laundry, meals

## **Hotel Voucher Program for Families with Children**

contracted hotel stays in Salem for families with children until they secure permanent housing or other positive destination

## **Outreach**

on-call outreach services to street and rural camps, supplies, clean up support, transportation when needed - responsive to law enforcement, school district, and hospital referrals



# Support Services

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## **Housing Focused Case Management**

holistic resource navigation that includes housing advocacy, physical and mental health care, employment, education, criminal justice engagement, senior and disability services, Domestic Violence/Human Trafficking advocacy

## **Financial Assistance**

housing deposit assistance, utilities, vehicle costs (insurance, repairs, DMV fees, etc.), vital documents, fines/fees, medication assistance, etc.

## **Rapid Re-Housing**

12-18 months of rental assistance for qualifying families to stabilize in housing with the goal of self-sufficiency



# Whole Health Initiative

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## **Behavioral Health Care**

support groups meet twice weekly at our shelter in partnership with Bridgeway Community Health and Recovery Outreach Community Center

## **Health Care Navigation/Advocacy**

wellness self assessments, goal setting, health care navigation (physical, mental/behavioral, dental, vision)

## **Nutrition/Garden Program**

20+meals served each day, many prepared on site by people receiving services

## **Enrichment Supports**

art, music, somatic healing



# Housing Stabilization Support

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**Long term support to help people remain in their homes after overcoming homelessness:**

- ongoing case management
- landlord/tenant communication and support
- relocation
- rental assistance
- coordination of caregiving, senior services
- assistance with home furnishings, cleaning

# Our Collective Impact

Between June 2023-June 2024 we served 174 individuals



**64% OF PEOPLE EXITING OUR PROGRAMS MOVE TO PERMANENT HOUSING, ANOTHER 20% TO OTHER POSITIVE HOUSING DESTINATIONS**

On average, we provide 500 service engagements to 50 adults and 12 children every month



**Thanks to generous community support, we are progressing toward our goal of ending unsheltered homelessness in Silverton**



## July 2024 Op-Ed for OurTown

Every community gets to decide how it confronts its most difficult challenges. Every community gets to decide if their response to challenges will be compassionate, punitive, exclusive, collaborative; but whatever they choose, it should be effective. Unsheltered homelessness is one of the most difficult challenges across America, and communities large and small have been left dealing with the fallout—usually at the municipal level.

The recent decision of the US Supreme Court in *Grants Pass, Oregon vs. Johnson*—along with the policy response it protects—is certainly dismissive, cruel, and inhumane; but unfortunately it does not even trade its humanity for effectiveness. Fining people who cannot afford to pay for merely existing homeless on the street does nothing to address the immediate concerns of livability for the housed residents and families of the community; nor does it even come close to resolving the underlying systemic causes of chronic homelessness: shortage of affordable housing, inadequate access to behavioral health and addiction services, and a dearth of low-barrier indoor shelter. City officials in Grants Pass have doubled down on an ineffective strategy to push their own unhoused community members into neighboring communities through penalization and harassment. I wonder how we would feel if neighboring cities like Salem and Portland drove displaced people into our small communities instead of developing necessary services of their own?

Politicians are, understandably, responsive to pressure from constituents and businesses who are negatively impacted by the mess, the disruptive behavior, and the vandalism that can accompany people who are living outside. It is tempting to put on a show of responsiveness by imposing bans or ordinances that intend to disincentivize visible homelessness.

Fortunately, Silverton has chosen a different path that prioritizes effectiveness of response over a knee-jerk desire to fine and punish. There was a time, several years ago, that a punitive response to homelessness was presented to city leaders. One local man garnered a lot of attention for sleeping in front of shops and restaurants downtown. His behavior was disruptive and community members pleaded with our city council to develop punitive ordinances to drive him away. Former Mayor Kyle Palmer had the common sense and compassion to pause and reach out to local advocates to learn more. Rather than create a bevy of city ordinances and bureaucracies targeting this one individual, we collaborated with community partners in health care and social services to get that man housed. Today, he is thriving in an appropriate care setting—an effective, compassionate, and common sense response.

Since then, our city government has collaborated with Sheltering Silverton, a homegrown non-profit organization, in order to provide a safe place where those in need can find respite, safety, shelter, and connections to services 24 hours a day, 365 days a year. Sheltering Silverton has used a combination of private community donations, grants, and state funding to keep the

impact on the city's budget minimal. Since our inception, Sheltering Silverton has sheltered

hundreds of local individuals, including many children, seniors, people with disabilities, veterans, and Domestic Violence survivors, with over 250 of those individuals placed in permanent housing. Just this calendar year we have served 114 individuals with 44 people returning to housing or other positive destinations.

In exchange for its modest investment, city officials like police and public works personnel, as well as our school district and hospital, are able to direct those they encounter living outside to our shelter, where they are always welcomed with a meal and a warm bed. Our case managers work hard to address the needs of people in a caring and dignified way, connecting with health care resources, employment and educational opportunities, crime victims assistance, behavioral health care, and housing.

We recognize the negative impact of unaddressed homelessness in Silverton. We recognize that families want to enjoy our parks and common spaces without worrying about the mess and uncertainty of unmanaged camps and unaddressed behavioral health care needs. We don't want to see tents on Water Street or in Coolidge McClaine Park. We don't want to see heaps of trash or public use of dangerous substances. We don't want to see people in acute psychiatric crises suffer uncared for in public. There is no dignity or compassion in a community's failure to address these challenges.

We in Silverton recognize that we cannot punish, dehumanize, ostracize, or fine our way out of this crisis. Rather we must join hands with all our neighbors, in government and business, housed and unhoused, to recognize that we are all in this together and a responsible community takes care of its people.

-The Staff and Board of Sheltering Silverton

When answering the phone or greeting people who inquire about our services, please use the following language to determine eligibility:

**We are a low-barrier emergency shelter and we offer programs and support services for people who are homeless or at imminent risk of homelessness AND have a connection to our services area, which is the Silver Falls School District.**

**Are you currently homeless or are you about to become homeless?**

**What is your connection to the Silverton area?**

- Formerly or currently housed in the service area*
- Formerly or currently employed in the service area*
- Formerly or currently enrolled in Silver Falls schools*
- Moved to the area to stay with a relative*
- I do not have a direct connection to the area but wish to receive services because of a special circumstance, describe briefly: \_\_\_\_\_*

- If we determine that a person is not eligible for services, we commit to providing short term hospitality and helpful information to them about appropriate services. We never just say no. Please take the time to listen, reassure the individual, and ensure that they are connected to appropriate resources. If you need a case manager or other staff to help with this, please ask. We want to care for people even if we cannot take them into our services. While they wait for more referral information (if in person), please offer them a place to sit, a cup of coffee or tea and a snack, etc.. If they are in rough shape, offer clean dry socks, gloves, or other appropriate gear.
- At times we make exceptions to our eligibility criteria for vulnerable populations. This includes people who are actively fleeing Domestic Violence/Human Trafficking, identify as LGBTQIA+, BIPOC, or who are immigrants or non-English speaking, or a person with Intellectual and Developmental Disabilities. If someone is otherwise ineligible for services but falls into one of these categories, please make them comfortable and touch base with Case Managers or Directors for guidance. Director must approve exceptions to eligibility criteria.
- We reserve the right to deny services to certain individuals who do meet our eligibility criteria but who have been unable to follow our program guidelines or who have engaged in violent, abusive, or criminal behavior in our programs.

# Camping Ordinances in 2024

## August 19, 2024

Ashleigh Dougill

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# Goals for Today

- Review relevant case law and recent legislation.
- Understand the City's current code in relation to these legal requirements.
- Discuss recommend next steps in implementing a legal camping ordinance.

# Martin v. Boise (2018)

- 9<sup>th</sup> Circuit Opinion.
- 8<sup>th</sup> Amendment to U.S. Constitution forbidding cruel and unusual punishment prohibits cities from prosecuting people experiencing homelessness for “involuntarily sitting, lying, and sleeping in public” if there are not enough shelter beds available.

# City of Grants Pass v. Johnson (2022 and 2024))

- Ninth Circuit Court of Appeals affirmed decision of District of Oregon (Medford Div.) – 2022
  - Clarified/extended Martin:
    - Under 8<sup>th</sup> Amendment, can't punish civilly when civil and criminal are intertwined.
    - Must allow “necessary minimal measures” for people experiencing homelessness to “keep themselves warm and dry” – must allow “rudimentary forms of protection from the elements.”
    - Must provide procedural due process to exclude people from public places such as parks.
    - Creates questions about “car camping.”
- However, US Supreme Court overturned the Ninth Circuit decision in 2024.
  - What does this mean for Oregon cities? Not much, because of HB 3115.

## HB 3115 (2021)

- Codifies principles of cases in Oregon (including Grants Pass).
- Provides that local law regulating sitting, lying, sleeping or keeping warm and dry outdoors on public property that is open to public must be objectively reasonable as to time, place and manner with regards to persons experiencing homelessness.
  - Affirmative defense that the law is not objectively reasonable.
  - May independently challenge reasonableness of law
  - Not for \$ but declaratory/injunctive relief
- “Objectively reasonable” based on totality of circumstances
  - Not one-size fits all, what works best in Silverton may not work in Astoria or Burns.



- What CAN cities do?
  - Time: Prohibit camping during certain hours, etc.
  - Place: Limit camping to certain areas of the City.
  - Manner: Restrict amount of personal property and how camping occurs (tents, structures, etc.).
  - May continue to enforce other, existing ordinances, such as scattering rubbish, fires on public properties, vandalism, etc.

# Bilodeau v. City of Medford (2024))

- US District of Oregon.
- Provides further clarity on how cities may meet HB 3115's requirements.
- Medford's camping ordinance was found reasonable because it provided public spaces where unhoused people could sleep.

# Bilodeau v. City of Medford Continued

- Court also highlighted certain important and persuasive actions that a city can take to demonstrate HB 3115 compliance:
  - Low barrier shelter options available for those unhoused to access, as well as more restrictive shelters are available.
  - Future duplexes, stable urban campground site(s), affordable housing and building restoration projects that were planned, approved, and funded.
  - A person merely engaging in the life-sustaining activities of sleeping, resting, or seeking shelter were not implicated in the ordinance language.
  - The ordinance had built in exceptions which served as a safeguard to protect fundamental rights of individuals.
  - The city engaged in hearing processes involving various stakeholders over a lengthy period of time, when developing the ordinance, to include the following: seeking public feedback on numerous ordinance drafts, involvement of feedback from the public and local housing groups, and activists.
  - Multi-jurisdictional team provided “resources first, enforcement last” approach to educate and inform public.
  - Frequent notice to public of enforcement acts.

# HB 3124 (2021)

- While HB 3115 regulates the acts of sitting, lying, sleeping or keeping warm and dry outdoors on public property, HB 3124 implements notice requirements for closing an “established campsite.” Notice must:
  - Be provided 72 hours in advance of campsite removal
  - Be written in English and Spanish.
  - Be posted at all entrances to the campsite.
  - Provide the location and contact information for retrieving the unclaimed personal property.
- Also provides instructions on how a city must oversee and manage unhoused individuals’ personal property that is removed from an established campsite.
- Does not define “established campsite.”

# Silverton Municipal Code – Primary Impacts

Camping requirements directly implicated throughout City code that are likely unenforceable.

- SMC 8.04.030.A → “Camping” is the maintenance of a temporary place to sleep or live regardless [of] whether such place incorporates the use of any tent, shack or other structure or vehicle.
- SMC 8.04.050 → certain specific nuisances listed here implicate camping:
  - 21 → maintaining an occupied travel trailer, motor home, camper, or vehicle or trailer modified for sleeping at any location other than a licensed recreational vehicle park, except travel trailers and motor homes used by visitors for a period not to exceed 14 days in any consecutive six-month period.
  - 26 → camping or sleeping on public rights-of-way, other publicly owned places or under bridges unless specifically permitted by the City.
- SMC 12.48.070 - .090 → hours of use – sleeping and camping (parks), hours of park closure, and liability.

# Silverton Municipal Code – Secondary Impacts

Additional direct impacts on camping from City Code to consider in context of any new camping ordinance:

- SMC 8.04.050 → certain specific nuisances listed here implicate camping (specifically, subsections 6, 12, 13, and 22).
- SMC 8.04.057 → vehicle storage and repair in residential neighborhoods.
- SMC 9.08.010 → persons and groups obstructing public ways.
- SMC 9.12.010 → hours of curfew for minors.
- SMC 10.08.023 → parking – prohibited locations and activities – duration.
- SMC 10.24 → abandoned and stored vehicles.
- SMC 10.26 → recreational vehicles.
- SMC 10.28.010 → obstructing public ways by storing personal property.
- SMC 10.30 → parking regulations.

# Recommended Next Steps

- Complete individualized assessment of City's current shelter capacities, houseless needs, and what would be "objectively reasonable regulations" for the City given its population, climate, geographic location, etc.
- Consider taking actions from *Bilodeau v. City of Medford*, including public and community outreach.
- Update many sections of Code in light of court decisions, HB 3115, and HB 3125.
  - Implement reasonable time, place, and manner restrictions based on assessment and outreach.
  - Provide procedural due process to individuals before removing a campsite and disposing of personal property.
- Continue to work with Police Department as well as others in the interim.
- May need to examine other code for secondary impacts of HBs, court decisions, and camping generally.
- Set realistic expectations for code, considering staffing, resources, political climate, potential legal challenges, and more.

# Limitations of Camping Ordinances

- Ordinances regulating camping do not:

- **Reduce the number of persons living outside.**

Homelessness will still be visible in our community until we reduce unsheltered homelessness through proven solutions.

- **Provide a solution to homelessness.**

Only proven solutions, such as expanding prevention, outreach, and available shelter and housing options can reduce homelessness.

- **Seek to manage the impacts that may result from camping activities.**

Ordinances simply regulate camping by providing some basic parameters that are objectively reasonable given our current local context. Other ordinances needed to manage impacts.



# Open discussion

- Hear from Shelter in Silverton and Council regarding time, place, and manner regulations that, in the opinion of members, would be helpful or specifically pertinent to Silverton.
- What do members see in other city codes, at least including Sisters and Medford, that Silverton could implement?

# Questions or Comments?

Thank you!

Please feel free to call or email.

Ashleigh Dougill ([dougill@gov-law.com](mailto:dougill@gov-law.com); soon to be  
[ashleigh.dougill@behlaw.com](mailto:ashleigh.dougill@behlaw.com))

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## 5.257 Prohibited Camping, Lying, and Sleeping.

(1) As used in this section:

- (a) "To camp" means to set up or to remain in or at a campsite.
- (b) "Campsite" means any place where any stove or fire is placed, established or maintained for the purpose of maintaining a temporary place to live, or where the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof is placed, established or maintained for the purpose of maintaining a temporary place to live.
- (c) "Bedding materials" means a sleeping bag, bedroll, or other material used for bedding purposes, including materials used to keep warm and dry while sleeping.
- (d) "The Greenways" refers to the Bear Creek Greenway, the Larson Creek Greenway, the Lazy Creek Greenway, and the Navigator's Landing Greenway.
- (e) "Personal property" means any item that can reasonably be identified as belonging to an individual and that has apparent value or utility.
- (f) "Established camping site" means a campsite that has been in its current location for at least five days. If law enforcement officials do not have evidence about the age of a campsite, law enforcement officials should presume it is an established camping site.
- (g) "Top of bank" means the topographical break at the top of the streambank.

(2) It is found and declared that:

- (a) From time to time persons establish campsites on sidewalks, public rights-of-way, under bridges, and so forth;
- (b) Such persons, by such actions create unsafe and unsanitary living conditions which pose a threat to the peace, health, and safety of themselves and the community;
- (c) During high and extreme fire conditions, the Greenways and Prescott Park pose a unique fire danger due to dry brush and abundant fuel sources;
- (d) Enforcing existing arson laws and burning prohibitions on an incident-by-incident basis alone on the Greenways and Prescott Park during high and extreme fire conditions does not provide sufficient protection to public peace, health, and safety under such conditions, because of increased fire ignition potential and the rapid rate at which fire spreads under such circumstances;
- (e) It is difficult for emergency personnel to evacuate individuals camping on the Greenways or Prescott Park during a fire event;

- (f) Wildfires on the Greenways and Prescott Park pose a severe threat to persons and property, including residents and property owners near those areas and persons experiencing homelessness within those areas;
  - (g) Camping, lying, or sleeping on a playground or sports field fundamentally undermines the public's ability to use that public property for its intended purpose;
  - (h) Camping, lying, or sleeping on or near railroad tracks, or in a manner that obstructs sidewalks prevents the public's ability to use that public property for its intended purpose and can in some situations result in imminent threats to life;
  - (i) This section's regulations are meant strictly to regulate the use of publicly owned property, and are not intended to regulate activities on private property; and
  - (j) The enactment of this provision is necessary to protect the peace, health, and safety of the City and its inhabitants.
- (3) No person shall place or utilize bedding materials upon any sidewalk, street, alley, lane, public right-of-way, park, greenway, or any other publicly owned property or under any bridge or viaduct for more than 24 hours consecutively in a particular location, or within 500 feet of the previous location, unless otherwise specifically authorized by this code, or by declaration of the Mayor in emergency circumstances, or by executive order of the City Manager pursuant to such declaration, or by declaration of the City Manager in the case of a severe event.
- (4) (a) Except as set forth in subsection [\(4\)\(b\)](#) of this section, no person shall camp in or upon any sidewalk, street, alley, lane, public right-of-way, park, greenway, or any other publicly owned property or under any bridge or viaduct.
- (b) The prohibition in subsection [\(4\)\(a\)](#) of this section does not apply to tent camping or vehicle camping in the following circumstances:
- (i) If otherwise specifically authorized by any provision of the Medford Municipal Code;
  - (ii) By declaration of the Mayor in emergency circumstances, if so authorized by the declaration;
  - (iii) By executive order of the City Manager pursuant to such declaration, if so authorized by the executive order;
  - (iv) By declaration of the City Manager in the case of a severe event, if so authorized by the declaration;  
or
  - (v) If the City publishes on its website a written policy authorizing tent camping or vehicle camping on specific publicly owned properties, then tent camping or vehicle camping on such properties is lawful and permissible consistent with the time, place, and manner constraints contained within any such written-and-published City policy.
- (5) No person shall camp, lie, sleep, or use bedding materials in any of the following circumstances, unless otherwise specifically authorized by this code, by declaration of the Mayor in emergency circumstances, by

executive order of the City Manager pursuant to such emergency declaration, or by declaration of the City Manager in the case of a severe event:

- (a) On the Greenways or Prescott Park, during the period May 1st to September 30th in any calendar year, or at any other time if the Fire Chief or the Fire Chief's designee determines that a fire hazard exists;
- (b) On a playground or sports field during hours of closure, or during hours of operation when the conduct disrupts or interferes with the intended purpose of the playground or sports field. Notwithstanding Section [5.255](#), lying or sleeping in a City-owned park during hours of closure is not prohibited so long as the individual is experiencing homelessness, is not on a playground or sports field, is not on a "school park" associated with a school, and is not violating any other subsection of this section;
- (c) On areas underneath roadways or bridges that are not open to the public;
- (d) On railroad tracks or within 15 feet of railroad tracks;
- (e) On publicly owned property not open to the public, including but not limited to the Public Works Service Center and park areas temporarily closed for construction, repairs, maintenance, cleaning and similar activities;
- (f) On streets, including planter strips, medians and parking spaces;
- (g) On sidewalks, if by doing so, the person obstructs pedestrian traffic along the sidewalk or into private property and businesses adjacent to the sidewalk. For purposes of this provision, an individual obstructs pedestrian traffic if that individual, by camping, lying, sleeping, or using bedding materials, reduces the path of travel to less than 36 inches;
- (h) Within 20 feet of a privately owned parcel zoned for residential uses, or within 20 feet of a residential structure regardless of zoning;
- (i) Within the I.O.O.F. Eastwood Cemetery, or any other cemetery, mortuary, memorial park, or similar property;
- (j) Within 50 feet of the nearest edge (measured from top-of-bank) of any stream, creek, river, wetland, or other waterway, and upon any land managed for the operation of regulatory compliance of the municipal water supply system, stormwater systems and associated natural outlets, and including bridges or paved surfaces within this designated area;
- (k) On public right-of-way within 500 feet of a school, including preschools, K-12 schools, and community colleges;
- (l) On public right-of-way within 500 feet of a homeless shelter, including congregate shelters, tiny homes designated as transitional housing accommodations, and lawful tent camping operations, except for any part of the right-of-way that has been designated by a severe weather event declaration as overflow space for a homeless shelter; or

- (m) Within publicly owned parking lots and parking structures unless done by a client of, and consistent with the terms of, an overnight vehicle camping program has been lawfully established through Section [5.557](#).
- (6) Except as provided in subsection [\(10\)](#) of this section, at least 72 hours before removing homeless individuals from an established camping site, law enforcement officials shall post a written notice, in English and Spanish, at all entrances to the camping site to the extent that the entrances can reasonably be identified.
- (a) When a 72-hour notice is posted, law enforcement officials shall inform local agencies that deliver social services to homeless individuals as to where the notice has been posted. Any local agency, providing service within the City limits of Medford, desiring to be on this notification list must provide its name, address, telephone number, and name of contact person to the Medford Police Department, in writing, requesting notification.
- (b) The local agencies may arrange for outreach workers to visit the camping site that is subject to the notice to assess the need for social service assistance in arranging shelter and other assistance.
- (7) (a) All personal property at the camping site that remains unclaimed after removal shall be given to a law enforcement official, a local agency that delivers social services to homeless individuals, an outreach worker, a local agency official or a person authorized to issue a citation described in subsection [\(10\)](#) of this section, whether notice is required or not.
- (b) The unclaimed personal property must be stored in a facility located in the same community as the camping site from which it was removed. For purposes of this section, the City of Medford is considered a single community.
- (c) Items that have no apparent value or utility or are in an insanitary condition may be immediately discarded upon removal of the homeless individuals from the camping site.
- (d) Weapons, controlled substances other than prescription medication and items that appear to be either stolen or evidence of a crime shall be given to or retained by law enforcement officials.
- (8) The written notice required under subsection [\(6\)](#) of this section must state, at a minimum:
- (a) Where unclaimed personal property will be stored;
- (b) A phone number that individuals may call to find out where the property will be stored; or
- (c) If a permanent storage location has not yet been determined, the address and phone number of an agency that will have the information when available.
- (9) (a) The unclaimed personal property shall be stored in an orderly fashion, keeping items that belong to an individual together to the extent that ownership can reasonably be determined.
- (b) The property shall be stored for 30 days during which it shall be reasonably available to any individual claiming ownership. Any personal property that remains unclaimed after 30 days may be disposed of or

donated to a corporation described in Section [501\(c\)\(3\)](#) of the Internal Revenue Code as amended and in effect on December 31, 2020.

- (10) (a) The 72-hour notice requirement under subsection [\(6\)](#) of this section does not apply:
- (i) When there are grounds for law enforcement officials to believe that illegal activities other than camping are occurring at an established camping site;
  - (ii) In the event of an exceptional emergency at an established camping site, including, but not limited to, possible site contamination by hazardous materials, a public health emergency or other immediate danger to human life or safety; or
  - (iii) When the campsite is located in the areas specified in subsection [\(5\)\(a\)](#) of this section, and the notice is placed during the time frame described in subsection [\(5\)\(a\)](#) of this section, or when in the discretion of the Fire Chief or the Fire Chief's designee, the Greenways or Prescott Park should be immediately closed for fire danger as described in subsection [\(5\)\(a\)](#) of this section or per Administrative Regulation 907.
- (b) If a funeral service is scheduled with less than 72 hours' notice at a cemetery at which there is a camping site, or a camping site is established at the cemetery less than 72 hours before the scheduled service, the written notice required under subsection [\(6\)](#) of this section may be posted at least 24 hours before removing homeless individuals from the camping site.
- (11) A person authorized to issue a citation for unlawful camping may not issue the citation if the citation would be issued within 200 feet of a notice required under subsection [\(6\)](#) of this section and within two hours before or after the notice was posted.
- (12) Violation of subsection [\(3\)](#) of this section constitutes a violation. Every day in which such violations occur constitutes a separate violation. A violation of subsection [\(4\)](#) or [\(5\)](#) of this section constitutes a crime.

[Added Sec. 1, Ord. No. 6226, Nov. 3, 1988; Amd. Sec. 3, Ord. No. 2000-46, Mar. 16, 2000; Amd. Sec. 1, Ord. No. 2018-115, Sep. 20, 2018; Amd. Sec. 1 (Exh. A), Ord. No. 2021-23, Apr. 1, 2021; Amd. Sec. 1 (Exh. A), Ord. No. 2021-75, Jul. 15, 2021; Amd. Ord. No. 2021-125, Nov. 4, 2021; Amd. Sec. 1, Ord. No. 2023-51, May 4, 2023; Amd. Sec. 1, Ord. No. 2023-129, Sep. 21, 2023.]

**The Medford Municipal Code is current through Ordinance 2024-60, passed June 20, 2024.**

Disclaimer: The city attorney's office has the official version of the Medford Municipal Code. Users should contact the city attorney's office (541-774-2020) for ordinances passed subsequent to the ordinance cited above.

[City Website: www.medfordoregon.gov](http://www.medfordoregon.gov)

[Hosted by General Code.](#)



ORDINANCE NO. 529

**AN ORDINANCE OF CITY OF SISTERS ESTABLISHING CAMPING REGULATIONS AND A CAMPING REMOVAL POLICY.**

WHEREAS, the City Council (the "Council") of City of Sisters ("City") recognizes the competing concerns surrounding homeless individuals camping on public property within City's incorporated limits and desires to implement regulations to address these concerns; and

WHEREAS, ORS 195.530 requires that any city law that regulates the acts of sitting, lying, sleeping, and/or keeping warm and dry outdoors on public property that is open to the public must be objectively reasonable as to time, place, and manner; and

WHEREAS, the Council and City staff solicited input concerning City camping regulations from members of the community, including interested stakeholders and organizations that assist low-income and/or homeless members of the community; and

WHEREAS, the Council has received valuable input from the community concerning the proposed camping regulations, including input from City's Public Works Advisory Board and Parks Advisory Board; and

WHEREAS, the Council held a work session concerning the proposed camping regulations on April 12, 2023, and May 10, 2023. A public hearing was held during the Council meeting on May 24, 2023, at the City Hall at 520 E Cascade, Sisters, Oregon at 6:30 p.m., at which time and place all persons had an opportunity to appear and comment on the camping regulations and camping removal policy; and

WHEREAS, the Council finds that the camping regulations and camping removal policy contained in the attached Exhibit A and its addition to Sisters Municipal Code ("SMC") Section 4.10 are in the public interest.

are in the public interest.

NOW, THEREFORE, THE CITY OF SISTERS ORDAINS AS FOLLOWS:

1. Findings. The above-stated findings are hereby adopted.
2. Purpose. The purpose of this Ordinance No.529 (this "Ordinance") is to minimize any adverse public safety and health impacts of camping on City property while providing some areas of City property, in the absence of alternative forms of shelter, where homeless persons may rest and/or sleep.
3. Adoption of Camping Regulations. The Council hereby adopts the camping regulations and camping removal policy contained in the attached Exhibit A.
4. Interpretation; Severability; Errors. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The provisions of this Ordinance are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by order of the Council to cure editorial and/or clerical errors.

APPROVED AND ADOPTED by the City Council of the City of Sisters and signed by the council president  
this 14<sup>th</sup> day of June 2023. VOTE 3-1.



By: Andrea Blum, Council President

ATTEST:



By: Kerry Prosser, City Recorder

Exhibit A  
Camping Regulations and Camping Removal Policy

1. Purpose. The purpose of this Ordinance is to (a) maintain streets, parks, and other public areas within City in a clean, sanitary, and accessible condition, and (b) adequately protect the health, safety, and public welfare of the community by imposing time, place, and manner regulations that identify when, where, and how camping on City property is allowed.

2. Definitions. For purposes of this Ordinance, the following terms and phrases have the meanings assigned to them below:

“Alley” means a narrow way providing a means of public or private access to the back or side of a property which is not intended for general traffic circulation.

“Camp” or “camping” means to pitch, erect, create, use, and/or occupy camp facilities for the purpose of habitation, as evidenced by use of camp paraphernalia.

“Camp facility(ies)” include, without limitation, tents, huts, temporary shelters, lean-tos, shacks, and/or any other structures (or parts thereof).

“Camp paraphernalia” includes, without limitation, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, outdoor cooking devices, and/or similar equipment.

“Campsite” means any place where one or more persons have established living accommodations by use of camp facilities and/or camp paraphernalia.

“Established campsite” means a campsite in place for more than 24 hours.

“City manager” means City’s then-appointed city manager and his or her designee.

“City property” means all real property, land, and public facilities owned, leased (either to City or by City), controlled, and/or managed by City.

“Fire District” means the Sisters-Camp Sherman Rural Fire Protection District.

“Personal property” means any item that can reasonably be identified as belonging to an individual and that has apparent value or utility.

“Public park” means all property owned or controlled by City which is operated for public use for recreational and/or open space purposes.

“Recreational fire” means a fire for the cooking of food, warmth, fellowship, and/or ceremonial purposes.

“Right-of-way” means streets, public utility easements, and/or other public rights-of-way.

“School” means public or private preschool, elementary school, middle school, high school, and/or other school attended primarily by children under 18 years of age.

“Street” means any highway, lane, road, street, right-of-way, alley, and every way or place in City that is publicly owned or maintained for vehicular travel (whether improved or unimproved).

“Sidewalk” means the portion of the street between the curblin and adjacent property line intended for use of pedestrians and includes multi-use pathways (i.e., pathways for bicycles and pedestrians).

3. Time, Place and Manner Regulations. Camping is permitted on City property subject to the time, place, and manner regulations contained in this Ordinance.

3.1 Time Regulations. Except as expressly authorized by City’s municipal code, camping is prohibited on any City property between the hours of 7:00 am to 8:30 pm.

3.2 Place Regulations. Unless otherwise specifically authorized by City’s municipal code or by declaration of the mayor and/or city manager in emergency circumstances, camping is prohibited on City property (a) not open to the public, (b) within or upon any alley, right-of-way, parking lot/space, public park, and/or school property, (c) within 100 feet of any street in which it is lawful for vehicular travel to exceed 25 miles per hour, (d) within 25 feet of the public entrance to a business, (e) within 10 feet of a public or private driveway, (f) within 100 feet of City property located within the following zones: (i) R Residential District; (ii) MFR Multi-Family Residential; (iii) SRR Sun Ranch Residential District; and (iv) DC Downtown Commercial, (g) all City property located at the following addresses: (i) 308 East Sun Ranch Drive, Sisters, Oregon 97759; (ii) 460 West Highway 20, Sisters, Oregon 97759 (Tax Lot 151005d000400); and (iii) Tax Lot 151005DA02100; (h) within 500 feet of any permitted shelter use authorized by City, and/or (i) any other City property designated by the city manager from time to time.

3.3 Manner Regulations. At times and locations where camping is permitted under this Ordinance, the following regulations apply: (a) camping in a manner that reduces the clear, continuous sidewalk width to less than four feet is prohibited; (b) at no time may camp facilities, whether constructed with plywood, wood materials, pallets, and/or other materials, be built or placed on City property by anyone other than, or as authorized by, the public entity that owns or controls the City property in question (tents and similar items used for shelter that are readily portable are not prohibited by this subsection); (c) individuals engaged in camping are allowed to use a sleeping bag, bedroll, and/or other material used for bedding purposes (e.g., materials used to keep warm and dry while sleeping are permitted provided any tent or tarpaulin used to keep warm and dry may not exceed 50 square feet in surface area); (d) a camp or camping must be limited within a spatial footprint of 150 square feet in surface area (the intent of this subsection is to permit a person to sleep and maintain the essentials for living, while still maintaining the ability of everyone to use public spaces as designed and intended); (e) individuals may not accumulate, discard, and/or leave behind garbage, debris, unsanitary or hazardous materials, and/or other items of no apparent utility in a right-of-way, on City property, and/or on any adjacent public or private property; (f) open flames, recreational fires, burning of garbage, bonfires, and/or other fires, flames, and/or heating deemed unsafe by Fire District are prohibited (some cooking stoves and other means of keeping warm may be allowed if permitted by Fire District); (g) dumping of gray water (i.e., wastewater from baths, sinks, and the like) or black water (i.e., sewage) into any facilities or places not intended for gray water or black water disposal is prohibited (this includes, without limitation, storm drains which are not intended for disposal of gray water or black water); (h) unauthorized connections or taps to electrical or other utilities, or violations of building,

fire, and/or other relevant codes or standards, are prohibited; (i) obstruction or attachment of camp materials or personal property to fire hydrants, utility poles, and/or other utility or public infrastructure, fences, trees, vegetation, vehicles, and/or buildings is prohibited; (j) storage of personal property, including, without limitation, vehicle tires, bicycles, and/or associated components (except as needed for an individual's personal use), gasoline, generators, lumber, household furniture, extra propane tanks, combustible material, or other items or materials, is prohibited (other than what is related to camping, sleeping, or keeping warm and dry); (k) digging, excavation, terracing of soil, alteration of property or infrastructure, and/or damage to vegetation or trees is prohibited; and (l) except as expressly authorized by City's municipal code, all persons are prohibited from leaving personal property, including, without limitation, camp facilities and camp paraphernalia, unattended on any City property for more than 24 hours. Notwithstanding anything contained in this Ordinance to the contrary, the city manager may temporarily authorize storage of personal property on City property by written order that specifies the period of time and location for the storage under the following circumstances: (x) emergency circumstances; (y) in conjunction with a special event permit; and/or (z) upon finding it to be in the public interest and consistent with the Council's goals and policies.

4. Health and Safety Fee; Fines.

4.1 Health and Safety Fee. Any person who violates Section 3 of this Ordinance will first be subject to a health and safety fee in an amount not to exceed \$35.00. The purpose of the health and safety fee is to reimburse City for the expense of maintaining a healthy, safe, and organized community for the public.

4.2 Fines. A willful violation of Section 3 of this Ordinance is a Class B violation under City's municipal code. A Class B violation carries a penalty of no more than \$250.00; the actual fine imposed will be determined at the discretion of the city manager, hearings officer, or municipal court judge. A violation is "willful" if the prohibited act or omission under Section 3 of this Ordinance occurs or continues after issuance of the health and safety fee. Each violation will constitute a separate offense. Continuing violations of the same offense will not constitute a separate offense for each day the violation occurs.

5. Campsite Removal – ORS 195.500-195.505.

5.1 Campsite Removal Policy. City recognizes the social nature of the problem of homeless individuals camping on City property. In accordance with ORS 195.500 – ORS 195.505, City has developed the campsite removal policy contained in this Section 5 to ensure the most humane treatment for the removal of homeless individuals from campsites on City property. Any City law and/or policy that offers greater protections to homeless individuals subject to removal from an established campsite supersedes contrary provisions of this Section 5.

5.2 Campsite Removal. Upon determination by enforcement personnel that a camp or camping in violation of this Ordinance has become an established campsite, or enforcement personnel determine a campsite otherwise in compliance with this Ordinance endangers the public health and safety, the campsite may be removed consistent with this Section 5. Upon a determination by enforcement personnel that a camp or camping in violation of this Ordinance is not an established campsite, the campsite may be removed without complying with the notice requirements under Section 5.3.

5.3 Notice Required. The following notice requirements apply to the removal and clearing of campsites: (a) notice is not required prior to removal and clearance of a campsite that is not an established

campsite; and (b) at least 72 hours before removing individuals and personal property from an established campsite, law enforcement officials must post written notice, in English and Spanish, at all entrances to the campsite to the extent that the entrances can reasonably be identified. The written notice required under Section 5.3(b) must state or contain, at a minimum, the following: (x) where unclaimed personal property will be stored; (y) the telephone number that individual(s) may call to find out where personal property will be stored; or (z) if a permanent storage location has not yet been determined, the address and telephone number of an agency that will have the information when available. If a funeral service is scheduled with less than 72-hours' notice at a cemetery at which there is a campsite, or a campsite is established at a cemetery less than 72 hours before the scheduled service, the written notice required under Section 5.3(b) may be posted at least 24 hours before removing homeless individuals from the campsite.

5.4 Exceptions to Notice Requirements. Notwithstanding anything contained in this Ordinance to the contrary, the 72-hour notice required under Section 5.3(b) will not be applicable (i.e., will not be required) under the following circumstances: (a) when there are grounds for law enforcement officials to reasonably believe that illegal activities other than camping are occurring at an established campsite; and/or (b) an exceptional emergency at an established campsite, including, without limitation, possible site contamination by hazardous materials, a public health emergency, and/or other immediate danger to human life or safety.

5.5 Local Agencies. When a 72-hour notice is posted under Section 5.3(b), law enforcement officials must inform the local agency that delivers social services to homeless individuals as to where the notice has been posted. The local agency may arrange for outreach workers to visit the campsite that is subject to the notice to assess the need for social service assistance in arranging shelter and other assistance.

5.6 Personal Property.

5.6.1 All personal property at a campsite that remains unclaimed after removal/clearing, whether notice is required under this policy or not, must be given to (a) law enforcement official, (b) local agency that delivers social services to homeless individuals, (c) outreach worker, (d) local agency official, or (e) person authorized to issue a citation for unlawful camping under state law, administrative rule, or city or county ordinance.

5.6.2 Unclaimed personal property must be stored in a facility located in the same community as the campsite from which it was removed. Items that have no apparent value or utility or are in an unsanitary condition may be immediately discarded upon removal of the homeless individuals from the campsite. Weapons, controlled substances other than prescription medication, and items that appear to be either stolen or evidence of a crime must be given to or retained by law enforcement officials.

5.6.3 Unclaimed personal property removed from a campsite must be stored in an orderly fashion, keeping items that belong to an individual together to the extent that ownership can reasonably be determined. Unclaimed personal property will be stored in a manner in which it is possible to identify the date the property was removed and location where the property was removed. Unclaimed personal property will be stored for a minimum of 30 days during which it must be reasonably available to any individual claiming ownership. Any personal property that remains unclaimed after 30 days may be disposed of or donated to a corporation described in section 501(c)(3) of the Internal Revenue Code as amended and in effect on December 31, 2020.


5.7 Policy Evaluation. Following the removal of homeless individuals from a campsite on City property, law enforcement officials, local agency officials, and outreach workers may meet to assess the notice and removal policy, to discuss whether the removals are occurring in a humane and just manner, and to determine if any changes to this policy are needed.

5.8 Prohibition on Citations in Limited Circumstances. A person authorized to issue a citation for unlawful camping under state law, administrative rule, and/or city or county ordinance may not issue the citation if the citation would be issued within 200 feet of a notice required under Section 5.3(b) and within two hours before or after the notice was posted.

6. City Manager Authority. The city manager may adopt administrative rules to implement any of the provisions of this Ordinance.

7. Preemption. If and to the extent any provisions of City's municipal code conflict with any provisions of this Ordinance, the provisions of this Ordinance will control and supersede the conflicting provisions contained in City's municipal code.

## SILVERTON CITY COUNCIL AGENDA ITEM ATTACHMENT

	Agenda Item No.:	Topic:
	4.1	Approve the Minutes from June 17, 2024 City Council Work Session and Regular Meeting
	Meeting Date:	
August 19, 2024		

Attachments:

1. Draft – 6-17-24 City Council Work Session and Regular Meeting Minutes





**Council Chambers – 421 South Water Street and Zoom**

**6:30 PM WORK SESSION**

**1. OPENING CEREMONIES – Call to Order, Pledge of Allegiance, and Roll Call**

Mayor Freilinger called the City Council Work Session to order at 6:30 p.m. The City Council and staff were present both in person and through the virtual meeting platform Zoom. Mayor Freilinger explained the meeting was being held in a hybrid format, pursuant to City of Silverton Resolution 22-06, adopted March 7, 2022.

<b>Present</b>	<b>Absent</b>	
<u>X</u>	<u>        </u>	Mayor Jason Freilinger
<u>X</u>	<u>        </u>	Council President Elvi Cuellar Sutton
<u>X</u>	<u>        </u>	Jess Miller
<u>X</u>	<u>        </u>	April Newton
<u>X</u>	<u>        </u>	Eric Hammond
<u>X</u>	<u>        </u>	Marie Traeger
<u>X</u>	<u>        </u>	Matt Gaitan

A quorum was present.

**STAFF PRESENT:**

City Manager Cory Misley  
 Community Development Director Jason Gottgetreu  
 Chief of Police Todd Engstrom  
 Finance Director and Deputy City Manager Kathleen Zaragoza

**6:30 PM REGULAR MEETING**

**2. PUBLIC COMMENT –**

Mayor Freilinger read the following statement:

This is the only time for public comment during this business meeting of the City Council unless a public hearing is scheduled for a specific matter. The City values and welcomes public input. Please address the Council as a whole and not individual Council Members. Do not address staff or members of the audience. Council action on items brought up in Public Comment is limited by the Oregon Open Meeting Law. The Council may direct staff to study the matter and reschedule it for further consideration later. Individuals are limited to three (3) minutes.

No public comment.

### **3. PUBLIC HEARING**

- 3.1 Resolution 24-09 - A Resolution of the City Council of the City of Silverton Determining Eligibility to Receive State Shared Revenues – *AND* – Resolution 24-10 – A Resolution of the City Council of the City of Silverton Declaring the City’s Election to Receive State Shared Revenue – Cory Misley, City Manager and Kathleen Zaragoza, Deputy City Manager/Finance Director

Mayor Freilinger called the public hearing to order at 6:35 PM

Mayor Freilinger asked if any members of the Council wished to abstain. There were none.

Mayor Freilinger asked if any members of the Council wished to declare a conflict of interest. There were none.

Mayor Freilinger asked if any members of the audience wished to challenge the jurisdiction of the Council. There were none.

Mayor Freilinger asked if any members of the audience wished to challenge any individual member of the Council for a conflict of interest. There were none.

Finance Director Kathleen Zaragoza presented the staff report.

- The public hearing is to determine the eligibility to receive, how to receive, and how to allocate funds.
- The budget committee met previously.
- This is the second formal action for the State of Oregon to allocate and provide the funds to the City.

The Mayor asked for public comment. There were none.

The public hearing adjourned at 6:37 PM

Councilor Hammond moved to adopt Resolution 24-09 - A Resolution of the City Council of the

City of Silverton Determining Eligibility to Receive State Shared Revenues. Councilor Newton seconded. Motion passed unanimously as follows:

Ayes: Freilinger, Sutton, Miller, Newton, Traeger, Gaitan, Hammond (7)

Nays: None (0)

Abstentions: None (0)

Absent: None (0)

Councilor Newton moved to adopt Resolution 24-10 – A Resolution of the City Council of the City of Silverton Declaring the City’s Election to Receive State Shared Revenue. Councilor Traeger seconded. Motion passed unanimously as follows:

Ayes: Freilinger, Sutton, Miller, Newton, Traeger, Gaitan, Hammond (7)

Nays: None (0)

Abstentions: None (0)

Absent: None (0)

- 3.2 Resolution 24-11 – A Resolution of the City Council of Silverton Adopting the Budget for Fiscal Year 2024-2025, Impose and Categorize Taxes and Make Appropriations – Cory Mисley, City Manager and Kathleen Zaragoza Deputy City Manager/Finance Director

Mayor Freilinger called the public hearing to order at 6:38 PM

Mayor Freilinger asked if any members of the Council wished to abstain. There were none.

Mayor Freilinger asked if any members of the Council wished to declare a conflict of interest. There were none.

Mayor Freilinger asked if any members of the audience wished to challenge the jurisdiction of the Council. There were none.

Mayor Freilinger asked if any members of the audience wished to challenge any individual member of the Council for a conflict of interest. There were none.

Finance Director Kathleen Zaragoza presented the staff report.

- This item asks the Council to adopt the budget formally.
- The budget has gone through the budget committee process, according to Oregon budget law.
- Council is being asked to act on adopting the budget, approve appropriations, and declare the taxes that will be levied, and the amount they will be levied.

Mayor Freilinger asked for public comment. There were none.

The public hearing adjourned at 6:40 PM

Councilor Miller moved to adopt Resolution 24-11 – A Resolution of the City Council of Silverton Adopting the Budget for Fiscal Year 2024-2025, Impose and Categorize Taxes and Make Appropriations. Councilor Newton seconded. Motion passed unanimously as follows:

Ayes: Freilinger, Sutton, Miller, Newton, Traeger, Gaitan, Hammond (7)

Nays: None (0)

Abstentions: None (0)

Absent: None (0)

#### **4. CONSENT**

- 4.1 Silverton Chamber of Commerce Lease Agreement Extension – Cory Misley, City Manager
- 4.2 Silverton Chamber of Commerce, Visitor Center/Destination Management Agreement Extension – Cory Misley, City Manager
- 4.3 Resolution 24-14 – Amending the City of Silverton Financial Management Policies – Kathleen Zaragoza, Deputy City Manager and Finance Director
- 4.4 City Hall Update and Change Order Ratification – Jason Gottgetreu, Community Development Director

Mayor Freilinger asked if Council wished to pull any items from the consent agenda.

Mayor Freilinger asked if any member of the audience wished to pull any items from the consent agenda.

Councilor Sutton moved to approve consent agenda items 4.1 - 4.4. Councilor Newton seconded.

Motion passed unanimously as follows:

Ayes: Freilinger, Sutton, Miller, Newton, Traeger, Gaitan, Hammond (7)

Nays: None (0)

Abstentions: None (0)

Absent: None (0)

#### **5. ACTION**

- 5.1 Ordinance 24-09 – Amending the Silverton Municipal Code, Chapter 2.40 to Ensure Background Check Language is Consistent and Authorize the Human Resource Manager to Conduct Criminal Background Checks Using the Law Enforcement Data System and National Crime Information Center – Cory Misley,

## City Manager

City Manager Cory Misley presented the staff report.

- This ordinance supports the goal of consolidating HR functions into HR itself.
- Historically, different departments have done different functions such as the police department conducting background checks.
- This code amendment centralizes the process of background checks to be done through the HR department and the HR manager.

Councilor Hammond moved to adopt Ordinance 24-09 by title only on its first reading. Councilor Miller seconded. Motion passed unanimously as follows:

Ayes: Freilinger, Sutton, Miller, Newton, Traeger, Gaitan, Hammond (7)

Nays: None (0)

Abstentions: None (0)

Absent: None (0)

City Manager Cory Misley read Ordinance 24-09 by title only: Amending the Silverton Municipal Code, Chapter 2.40 to Ensure Background Check Language is Consistent and Authorize the Human Resource Manager to Conduct Criminal Background Checks Using the Law Enforcement Data System and National Crime Information Center.

Councilor Hammond moved to approve Ordinance 24-09 on its first reading. Councilor Miller seconded. Motion passed unanimously as follows:

Ayes: Freilinger, Sutton, Miller, Newton, Traeger, Gaitan, Hammond (7)

Nays: None (0)

Abstentions: None (0)

Absent: None (0)

Councilor Hammond moved to approve Ordinance 24-09 on its second reading by title only.

Councilor Newton seconded. Motion passed unanimously as follows:

Ayes: Freilinger, Sutton, Miller, Newton, Traeger, Gaitan, Hammond (7)

Nays: None (0)

Abstentions: None (0)

Absent: None (0)

City Manager Cory Misley read Ordinance 24-09 by title only for its second reading: Amending the Silverton Municipal Code, Chapter 2.40 to Ensure Background Check Language is Consistent and Authorize the Human Resource Manager to Conduct Criminal Background Checks Using the Law Enforcement Data System and National Crime Information Center.

Councilor Hammond moved to pass Ordinance 24-09 on its second reading by title only. Councilor Newton seconded. Motion passed unanimously as follows:

Ayes: Freilinger, Sutton, Miller, Newton, Traeger, Gaitan, Hammond (7)

Nays: None (0)

Abstentions: None (0)

Absent: None (0)

5.2 Resolution 24-13 – A Resolution of the Silverton City Council Updating the Master Fee Schedule – Cory Misley, City Manager and Kathleen Zaragoza, Deputy City Manager and Finance Director

City Manager Cory Misley presented the staff report.

- The master fee schedule will move from being updated once a year to twice a year: updated in June (to be in effect July 1) and updated in December (to be in effect January 1).

Finance Director Kathleen Zaragoza presented additional comments to the staff report.

- Typically, the City has not increased utility rates more than once a year.
- The fees are reviewed on an annual basis, and most are aligned with the increase by CPI for stormwater, the park, and utilities. Many of the fees have not been increased in years.

Councilor Newton moved to adopt Resolution 24-13 – A Resolution of the Silverton City Council Updating the Master Fee Schedule. Councilor Sutton seconded. Motion passed unanimously as follows:

Ayes: Freilinger, Sutton, Miller, Newton, Traeger, Gaitan, Hammond (7)

Nays: None (0)

Abstentions: None (0)

Absent: None (0)

5.3 Resolution 24-12 – A Resolution of the Silverton City Council Extending the City of Silverton Workers' Compensation Coverage to Certain Volunteer Positions – Cory Misley, City Manager and Kathleen Zaragoza, Deputy City Manager and Finance Director

Finance Director Kathleen Zaragoza presented the staff report.

- This resolution provides SAIF, the workers' compensation insurance provider, what coverage the City opts to include in coverage, beyond the normal employee.
- The City insurance covers the City Council, Budget Committees, Planning Commission, and one volunteer Park Host.

Councilor Miller moved to adopt Resolution 24-12 – A Resolution of the Silverton City Council Extending the City of Silverton Workers' Compensation Coverage to Certain Volunteer Positions. Councilor Newton seconded. Motion passed unanimously as follows:

Ayes: Freilinger, Sutton, Miller, Newton, Traeger, Gaitan, Hammond (7)

Nays: None (0)

Abstentions: None (0)

Absent: None (0)

5.4 Family YMCA of Marion & Polk Counties, Silverton Community Pool Operations Agreement Extension – Cory Misley, City Manager

City Manager Cory Misley presented the staff report.

- This agreement provides a one-year extension of the existing pool operating agreement.
- The YMCA will be adjusting their rates.

Mayor Freiling asked YMCA representatives to come forward.

YMCA of Marion and Polk Co. Chief Operating Officer Brandon Lemon, Keizer and Chrisy Horner, Silverton provided the following:

- YMCA has not increased day passes and day-use fees for residents since 2013, though membership rates increased over the last several years.

Councilor Miller asked about the notification of the fee changes and how community members would be notified.

YMCA of Marion and Polk Co. Chief Operating Officer Brandon Lemon responded with the following information:

- There will be a three-month roll-out plan.
- Fees will remain the same through the summer.
- Notifications will be posted via social media and printed materials at the pool.
- Fees will change in September.
- There are options for income-based memberships for residents.

Councilor Sutton asked about complaints and break-ins.

YMCA of Marion and Polk Co. Chief Operating Officer Brandon Lemon responded with the following information:

- There has been a break-in on the concession stands as well as the pool. Police were notified.
- No property damage on-site for any members (or non-members).

Councilor Sutton recommended cameras in the area.

There was support from YMCA of Marion and Polk Co. Chief Operating Officer Brandon Lemon for the idea of cameras for added security. There are some safety risks for after-hours, including persons jumping the fence.

Councilor Miller moved to authorize the City Manager to execute an extension agreement with the

Family YMCA of Marion & Polk Counties for operating the Silverton Community Pool. Councilor Newton seconded. Motion passed unanimously as follows:

Ayes: Freilinger, Sutton, Miller, Newton, Traeger, Gaitan, Hammond (7)

Nays: None (0)

Abstentions: None (0)

Absent: None (0)

## 6. STAFF COMMENTS

Chief of Police Todd Engstrom

- Commented on the City Hall Ribbon Cutting and the positive remarks from community members.
- One of the department's officers experienced a loss in his family and staff are supporting in areas as needed.

Community Development Director Jason Gottgetreu

- Echoed Chief Engstrom's remarks on the ribbon cutting and added that there were about 250 citizens present at the event.
- Inspections are taking place this week for the new City Hall with the next steps being obtaining a temporary certificate of occupancy.

Finance Director Kathleen Zaragoza

- 2024-2025 FY budget will be prepared and ready by July 1 and to the County by July 10.
- Preliminary audit took place, and auditors were in-house for a week. They will return in September.

City Manager Cory Miskey

- Furniture should be delivered Monday, the 24<sup>th</sup>, allowing staff to move in July 12 and 13, with the first day of full operation being July 15<sup>th</sup>.
- The July 1 City Council meeting will be held at Silverton High School.
- Macy Mulholland Deputy City Recorder and Communications Coordinator starts 6/17.
- RARE interviews will take place in the coming weeks.

## 7. COUNCIL COMMUNICATIONS

Councilor Hammond

- Applied and was accepted as a committee member for the State Department of Land Conservation and Development for the Community Green Infrastructure Grant
- A grant to expand the production of native seeds and plants to help create and implement green infrastructure master plans, fund community green infrastructure projects and economic development projects that provide direct social, environmental, and economic benefits to communities across the state.
- Agreed that some investment and review of the swimming hole at Coolidge McClaine Park is needed.



#### Councilor Newton

- Referenced an email about the Silverton Reservoir: concerns about the dock and kayak use. City Manager Cory Misley provided insight that this topic needs to be addressed in a more holistic view either via the Parks Master Plan or other plans to maintain and improve the Reservoir.

#### Councilor Miller

- Received an email from a citizen about having a public database for police misconduct. City Manager Cory Misley responded to the citizen via email and provided context that that information exists publicly already.
- Heard and received positive comments about the City Hall Ribbon Cutting event.
- Will have to attend virtually, if at all, for the July 1 meeting.
- Asked about the bicycle signs on Water Street and encouraged that they be reviewed.
- Supports the discussion for the Silverton Reservoir to be part of a master plan.

#### Councilor Gaitan

- Agrees with Councilor Newton that the City should evaluate the dock and review the request before moving forward with a master plan.
- Requested that Council and staff discuss the possibility of sharing the common spaces of the new City Hall with the public.

#### Councilor Traeger

- Agreed with the comments about the Silverton Reservoir needing a master plan to improve access for the community, as well as the swimming hole at the park.

#### Councilor Sutton

- Asked for clarification on the swimming hole. City Manager Cory Misley provided context that the City owns those pieces of property. While the City has not closed the area to public access, the area has been implicitly open for use.
- Provided feedback to Councilor Gaitan's remarks about public use of City Hall and was in support of the idea. City Manager Cory Misley reminded Council that is included in Council Goals and will be addressed this year.
- Asked Community Development Director Jason Gottgetreu if wayfinding signs would be available in multiple languages. Signs will be in English.
- Asked Chief Engstrom if the new City Hall would support after-hours kenneling for dogs. Chief Engstrom responded that there are services provided by animal control that support after-hours kenneling.
- Suggested implementing the short-term fix at the Reservoir for the kayak launch and supports the discussion of a larger master plan for the area.

#### Mayor Freilinger

- Stated that when the new City Hall building was presented to the public previously, it was mentioned that the reason for larger meeting spaces was because it was to be utilized by the public. Suggested that staff settle in first and then consider how to make the spaces available to the public.
- Concerned with the City having the land that is being used as unincorporated park space. Recommended having the area closed with no trespassing signs or having a master plan to


add full amenities to make it a park.

- Supports the kayak launch but agrees that there is a need for a master plan to review the Reservoir.

## **8. ADJOURNMENT**

DRAFT

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	4.2	City Hall Contract Amendment with Corp Inc.
	<b>Agenda Type:</b>	
	Consent	
	<b>Meeting Date:</b>	
August 19, 2024		
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Jason Gottgetreu	Macy Mulholland Kathleen Zaragoza	Cory Misley

**Recommendation:**

Authorize the City Manager to amend the construction contract amount with Corp Inc. from to \$15,607,485.70 to \$15,683,910.08, an increase of \$76,424.38

**Background:**


As noted during the August 7, 2023, City Council meeting, the City Council adopted modified purchasing policies for the Civic Center project to allow contract modifications of up to \$60,000 to be staff approved. This change order is above that amount and requires Council approval.

The new City Hall is substantially complete. This change order resolves the schedule extension change order requests, finalizes a number of outstanding change order requests, modifies the date of substantial completion, and removes any potential claims on change order requests that were initially denied by the City.

The construction contract amount was initially \$14,750,000. There have been several change order requests as part of the project that, to date, have added an additional \$933,910.08 to the contract for a new contract total of \$15,683,910.08, a 6.33% increase. As of the July payment requests, there is a \$61,217.20 remaining balance.

Budget Impact	Fiscal Year	Funding Source
\$76,424.38	2024-2025	Civic Center Project Fund

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	4.3	Resolution No. 24-21 A Resolution to Increase Water Administration Appropriation for the ASR and Water Management Conservation Plan Update and Authorize the City Manager to Enter into a Contract with GSI Water Solutions.
	<b>Agenda Type:</b>	
	Consent	
<b>Meeting Date:</b>		
	August 19, 2024	
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Travis Sperle	Kathleen Zaragoza Macy Mulholland	Cory Misley

Recommendation:

Adopt Resolution 24-21 to increase water administration appropriation for the Aquifer Storage and Recovery (ASR) and Water Management Conservation Plan and authorize the City Manager to enter into a contract with GSI Water Solutions.

Background:

At the August 5, 2024, City Council Meeting, it was recommended to reduce the scope of the Aquifer Storage and Recovery (ASR) study to one test well to bring the cost in line with the approved budget. The revised cost estimate is in the \$525,000-\$550,000 range, and ideally a portion of the cost would be covered through a grant increase of \$25,000, accompanied by the 1:1 match increase of \$25,000 from the City. The City budgeted \$500,000 for the Aquifer Storage and Recovery (ASR) study. An additional \$50,000 will be needed to move forward with the project.

Separate from the Aquifer Storage and Recovery (ASR) topic is the Water Management Conservation Plan, which needs to be updated. The Plan update must be done by September 8, 2025. The cost for this update is a not-to-exceed amount of \$30,000; the City received a proposal for \$24,500. The last update was February 8, 2016.

Budget Impact	Fiscal Year	Funding Source
\$80,000	2024-2025	Water Fund

Attachments:

- 1) Resolution 24-21

**CITY OF SILVERTON**  
**RESOLUTION**  
**24-21**

**A RESOLUTION OF THE SILVERTON CITY COUNCIL TO TRANSFER FUNDS DUE TO UNFORESEEN EXPENDITURES TO INCREASE APPROPRIATIONS FOR THE AQUIFER STORAGE AND RECOVERY (ASR) STUDY AND THE WATER MANAGEMENT CONSERVATION PLAN UPDATE**

**WHEREAS** certain expenditures could not be foreseen such as the need for additional funds to complete the ASR Study and the actual cost to update the Water Management Conservation Plan and;

**WHEREAS** Local Budget Law, ORS 294.463, authorizes the transfer of funds in these situations.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SILVERTON, AS FOLLOWS:**

Section 1: The following transfers and appropriations are made:

<u>WATER FUND</u>	<u>Increase</u>	<u>Decrease</u>
Expenditures		
Administration		
Materials and Services		
040-010-61059 Contracted Services	\$80,000	
Unallocated		
Contingency & Reserves		
040-001-90001 Contingency		\$80,000


Section 2: That this resolution is and shall be effective after its passage by the City Council. Resolution adopted by the City Council of the City of Silverton, this 19th day of August 2024.

ATTEST

\_\_\_\_\_  
Mayor, City of Silverton  
Jason Freiling

\_\_\_\_\_  
City Manager/Recorder, City of Silverton  
Cory Misley

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	4.4	Resolution No. 24-22 A Resolution to Increase Sewer Operations Appropriation for the WWTP PLC/SCADA Upgrade and Authorize the City Manager to enter into a Contract with TAG.
	<b>Agenda Type:</b>	
	Action	
<b>Meeting Date:</b>		
	August 19, 2024	
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Brad Jensen	Kathleen Zaragoza Macy Mulholland	Cory Misley

Recommendation:

Adopt Resolution 24-22 to increase sewer operations appropriation for the Wastewater Treatment Plant Programmable Logic Controller (PLC) and Supervisory Control and Data Acquisition (SCADA) upgrade and authorize the City Manager to enter into a contract with TAG.

Background:

At the June 17, 2024, City Council meeting, the 2024-2025 FY budget was adopted and included \$200,000 for the upgrade of the Wastewater Treatment Plant (WWTP) Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controllers (PLC). After further review with TAG, it was found that the outdated system needed more upgrades than anticipated. The revised cost estimate is \$359,883.00 and an additional \$50,000 for contingency for the project. This will bring the total cost to \$409,883.

Budget Impact	Fiscal Year	Funding Source
\$209,883	2024-2025	Sewer Fund

Attachments:

- 1) Resolution 24-22
- 2) TAG Scope and Quote
- 3) TAG WWTP Project Documentation

**CITY OF SILVERTON**  
**RESOLUTION**  
**24-22**

**A RESOLUTION OF THE SILVERTON CITY COUNCIL TO TRANSFER FUNDS DUE TO UNFORESEEN EXPENDITURES TO INCREASE APPROPRIATIONS FOR THE WASTEWATER PLC/SCADA UPGRADE**

**WHEREAS** certain expenditures could not be foreseen such as the need for actual cost to upgrade the supervisory control and data acquisition (SCADA) and the programmable logic controllers (PLC's) and;

**WHEREAS** Local Budget Law, ORS 294.463, authorizes the transfer of funds in these situations.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SILVERTON, AS FOLLOWS:**

Section 1: The following transfers and appropriations are made:

<u>SEWER FUND</u>	<u>Increase</u>	<u>Decrease</u>
Expenditures		
Operations		
Capital Outlay		
030-030-81003 Capital - Replacement	\$209,883	
Unallocated		
Contingency & Reserves		
030-001-90001 Contingency		\$209,883

Section 2: That this resolution is and shall be effective after its passage by the City Council. Resolution adopted by the City Council of the City of Silverton, this 19th day of August 2024.

ATTEST

\_\_\_\_\_  
Mayor, City of Silverton  
Jason Freiling

\_\_\_\_\_  
City Manager/Recorder, City of Silverton  
Cory Misley

## QUOTE

#240621Gr1  
Aug. 10, 2024

Brad Jensen  
Water Quality Division Supervisor

RE: Silverton WWTP - PLC & HMI Upgrade r1

### Project Scope:

TAG is providing a Quote to provide and install a plant upgrade of the below listed PLCs and SCADA/HMI Systems.

### Materials

- AB Compact 5069 series PLC Components for each PLC System
    - PLC1 Main
    - PLC1 Remote 1
    - PLC1 Remote 2
    - PLC2 Main
    - PLC2 Remote 1
    - PLC2 Remote 2
    - PLC3 Main
    - PLC3 Remote 1
    - PLC4 Main
    - PLC4 Remote 1
    - PLC4 Remote 2
  
  - Ethernet Switches for Processor Enclosures to connect Remotes
    - PLC1 Stratix 2000
    - PLC2 Stratix 2000
    - PLC3 Stratix 2000
    - PLC4 Stratix 2000
  
  - 24VDC Redundant Power Supplies for the following PLC Enclosures
    - PLC1 Main CPU
    - PLC1 Control Room
    - PLC1 UV
    - PLC2
    - PLC3
    - PLC4
-



- SCADA System
  - (1) Dell Precision Tower Workstation
    - Raid 1 configuration - (2) 1 TB M.2 SSD Drives
    - 16gb RAM
    - Windows 11
    - (3) 32" HD Monitor
  - Rockwell Software
    - FactoryTalk View SE Station (Unlimited)
    - FactoryTalk View Studio (Development)
    - Studio 5000 (RSLogix 5000) For programming PLC

**Interim Relocation:**

PLC1 Remote Chassis (PLC1 Remote 1) will be relocated to the PLC 1 Enclosure and we will demo the bench top wiring as well as the adjacent wiring in the old GE enclosure so that they can be removed. Some ethernet wiring will have to be relocated that passes through the enclosure. This task will be done shortly after the Purchase Order is released so that the building construction can start.

**Tasks:**

- Pre design onsite/offsite for quote
- PLC Programming
- SCADA Program conversion with upgraded look
- Electrical installation of all new equipment listed above during shutdown
- Site Startup of each system
- Training

**Clarification/Exclusions:**

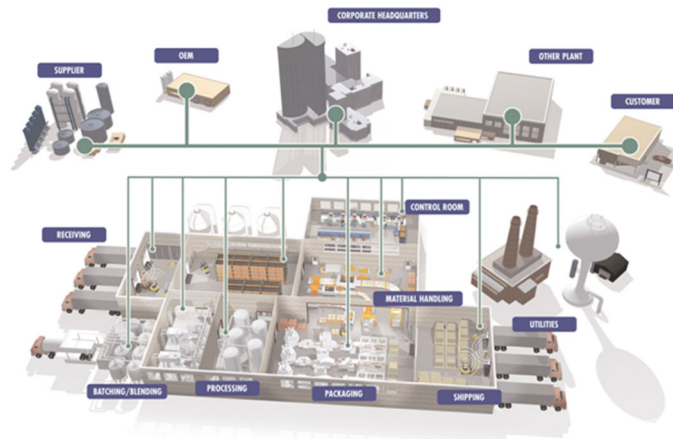
- **Removal of the (2) Enclosures in the control room will be by others.**
- TAG's Labor Pricing is not affected by the National Supply Chain Shortages, but due to Vendors rapidly increasing material prices, we may need to reprice some materials at time of order.
- Lead Times for specific materials are very unpredictable at this time and cannot be verified until orders are placed. We are also seeing some items slipping from the predicted delivery dates after order by a few weeks and also seeing some items showing up early. TAG will track progress on orders and provide updates.
- Payments with Credit Cards will have additional charges added to the price below based on the current % rate of the processor.

**PLC & SCADA Upgrade.....\$339,943.00**  
**PLC Remote 1 Relocation .....\$19,940.00**  
**Project Total .....\$359,883.00**

Thank you,  
*Gary Jenks*  
 Gary Jenks  
 (541) 912-3766  
 gjenks@tag-inc.us

## Integrated Architecture Builder

# Silverton\_WWTP



## Project Documentation

### Reference

Version

**Thursday, June 20, 2024 - 16:54**

The Automation Group, Inc.  
Gary Jenks

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# 1 Overview of Project 'Silverton\_WWTP'

## 1.1 IAB Software Information:

Integrated Architecture Builder software is a tool designed to assist you in defining an automation configuration. While Integrated Architecture Builder Software has been designed and tested for accuracy and Bill of Material completeness, the underlying variables and assumptions of the tool may cause actual results to vary from expected results. Users of Integrated Architecture Builder software must independently determine to their own satisfaction the applicability of the resulting configuration and must assume responsibility for the use of the resulting configuration and bill of material. Integrated Architecture Builder software provides informational data on expected performance results. Rockwell Automation is not liable for the correctness of this data.

### **Processor Checks:**

The Processor Chassis Checkers check the processor and any associated I/O and devices. The checker examines power consumption of all chassis, estimates memory requirements for the processor(s), and counts connections for the Processor and any local communication modules necessary to handle the network bandwidth. Any device that is "owned" by this processor will be accounted for when performing the check.

### **ControlNet Network Checks:**

The ControlNet Wizard checks the device connections, network cabling components, and additional performance information about the network. Given certain information about device connectivity to processors and basic network setup information, the ControlNet wizard will check details on scheduled and unscheduled bandwidth, propagation delay, and Network Update Time. Results are based on approximate

### **DeviceNet Network Checks:**

The DeviceNet Wizard checks the device connections and network cabling (trunk, taps and drops). It also verifies correct network sizing (power consumption, maximum length and Baud rate).

### **EtherNet Network Checks:**

The EtherNet Wizard checks the device connections, network cabling components, and additional performance information about the network. Given certain information about device connectivity to processors and basic network setup information, the EtherNet wizard will check details on CIP / TCP connections, I/O packets per second, and HMI packets per seconds.

## 1.2 Integrated Architecture

### The Convergence of Control and Information for Plantwide Optimization

The Rockwell Automation Integrated Architecture™ system helps you to build a business in which information flows across your organization so you can better address key market challenges:

- **Productivity**

Improve **PRODUCTIVITY** with better asset utilization and system performance.

- Develop a standard set of engineering objects you can use across all of your applications
- Merge the production floor with the enterprise system to improve data flow and make faster, more informed business decisions
- Improve uptime, increase speed and simplify integration using intelligent devices
- Take advantage of a single network infrastructure

- **Innovation**

Cultivate **INNOVATION** with increased system flexibility and technical risk mitigation.

- Invest less time in development so that you can spend more time creating new intellectual property
- Quickly make production changes to better meet market demands
- Mix industrial, business and commercial technologies to solve business challenges in new ways
- Share best practices

- **Globalization**

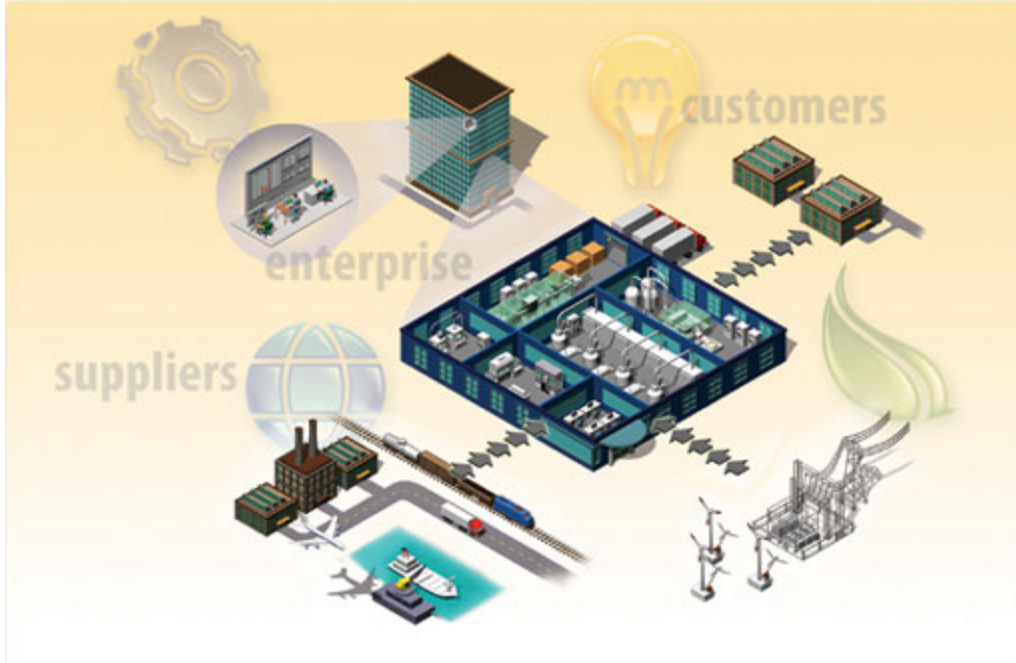
Promote **GLOBALIZATION** with easy access to actionable, plantwide information.

- Easily extract, share and use information across your enterprise and around the world directly from manufacturing assets like your controllers
- Track your manufacturing assets on a global basis
- Take advantage of a single, global standard

- **Sustainability**

Support **SUSTAINABILITY** with extended product lifecycles and better asset utilization.

- Reduce waste by specifying a system in a footprint that meets your needs
- Reduce energy costs by eliminating the need to "over-design"
- Streamline required assets and simultaneously reduce storage, energy costs, and waste materials



How does the Integrated Architecture system accomplish this? By leveraging exceptional, industry-leading features that include:

- **Multiple Disciplines** — Functionality for a full range of automation applications with common equipment and standards
- **Scalable Dimensions** — Offerings that are right-sized by product, architecture and core multiple discipline functionality
- **EtherNet/IP** — A single network of IT-friendly Ethernet for information, I/O and motion
- **Real-Time Information** — Live data and open access throughout your power and control system, enterprise and supply chain
- **Knowledge Integration** — Premier integration of device and system to maximize and secure your intellectual property

The Integrated Architecture system provides the foundation to drive plantwide optimization efficiently and effectively, helping companies to respond competitively to the economy and changes in consumer demand.



### **1.3 EtherNet/IP**

Globally the #1 industrial network by every meaningful measure.

- Largest installed base with several million nodes
- 300+ vendors
- Thousands of product lines available
- Preferred network of Rockwell Automation customers

EtherNet/IP™ uses standard Ethernet and TCP/IP exclusively.

- Same technology used on the Internet and in your company's enterprise networks
- Reuse Ethernet training and IT expertise
- Mix commercial and industrial devices
- Easily integrate into your enterprise

EtherNet/IP offers the broadest industrial solutions and is proven in the most demanding applications. Our leading adoption and expertise in EtherNet/IP for industrial applications is why Rockwell Automation is a Strategic Alliance Partner with Cisco, working together to provide products, solutions, services, education and standards development to aid the convergence of IT and manufacturing around EtherNet/IP.

#### **EtherNet/IP Features**

- Portability across different data links (Ethernet and WiFi) and IP routability throughout the plant-wide network infrastructure and across WANs
- Seamless bridging and routing requires no additional assets such as proxies or store-and-forward devices
- Flexible and secure system implementation allows IT and manufacturing to collaborate easily to deploy and maintain security, reliability, and quality of service across the enterprise
- Scalable, future-ready network architecture using open standards, enabling you to quickly and efficiently deploy new technologies and capabilities
- Tested and validated design and implementation guidance, as well as best practices for a converged Industrial/IT network architecture

#### **Integration with the Enterprise**

- Easily integrates into existing Ethernet and TCP/IP installations, with no special requirements, products, or conditions to meet
- Uses commercial products such as Ethernet switches/routers/firewalls, IP cameras and IP telephony, as well as technologies like wireless and power line carrier
- Common tools for both industrial and enterprise networks require no special training, tools, or knowledge to leverage the IT workforce
- Future-proofs your application and networks by leveraging the ongoing advancements of standard Ethernet and TCP/IP

**Security**

Our Security Solutions provide unique capabilities and expertise to reduce risk and enable greater operational uptime in control system networks.

**Network and Security Services**

Our Network and Security Services team can collaborate with you to achieve your production and business goals. Enhanced with Cisco Systems, Rockwell Automation is a Cisco Solution Technology Integrator (STI). As a STI partner, we can provide you with a combined solution, incorporating both Rockwell Automation and Cisco Systems hardware and services.

## 1.4 Project's System List

*This Project contains the following Systems:*

## 1.5 Project Errors/Warnings

Your project has errors and/or warnings. This means that your system may or may not work as expected. You need to review and resolve these issues to your satisfaction by going to the Project Checker tab of the Project Completeness Wizard and the Errors/Warnings tab of the Communications Details dialog to see the errors and/or warnings.

The General Checker has found the following warnings:

PLC1 R1	Warning	Not all Field Power Distributors have been connected to an Auxiliary Power Network to provide additional field power for I/O. Please connect them.
PLC1 R2	Warning	Not all Field Power Distributors have been connected to an Auxiliary Power Network to provide additional field power for I/O. Please connect them.

## 1.6 Project's Network list

*This Project contains the following networks:*

<b>Network Type</b>	<b>Network Name</b>	<b>Network Status</b>
EtherNet/IP	Switch PLC1	Ok
EtherNet/IP	Switch PLC2	Ok
EtherNet/IP	Switch PLC3	Ok
EtherNet/IP	Switch PLC4	Ok

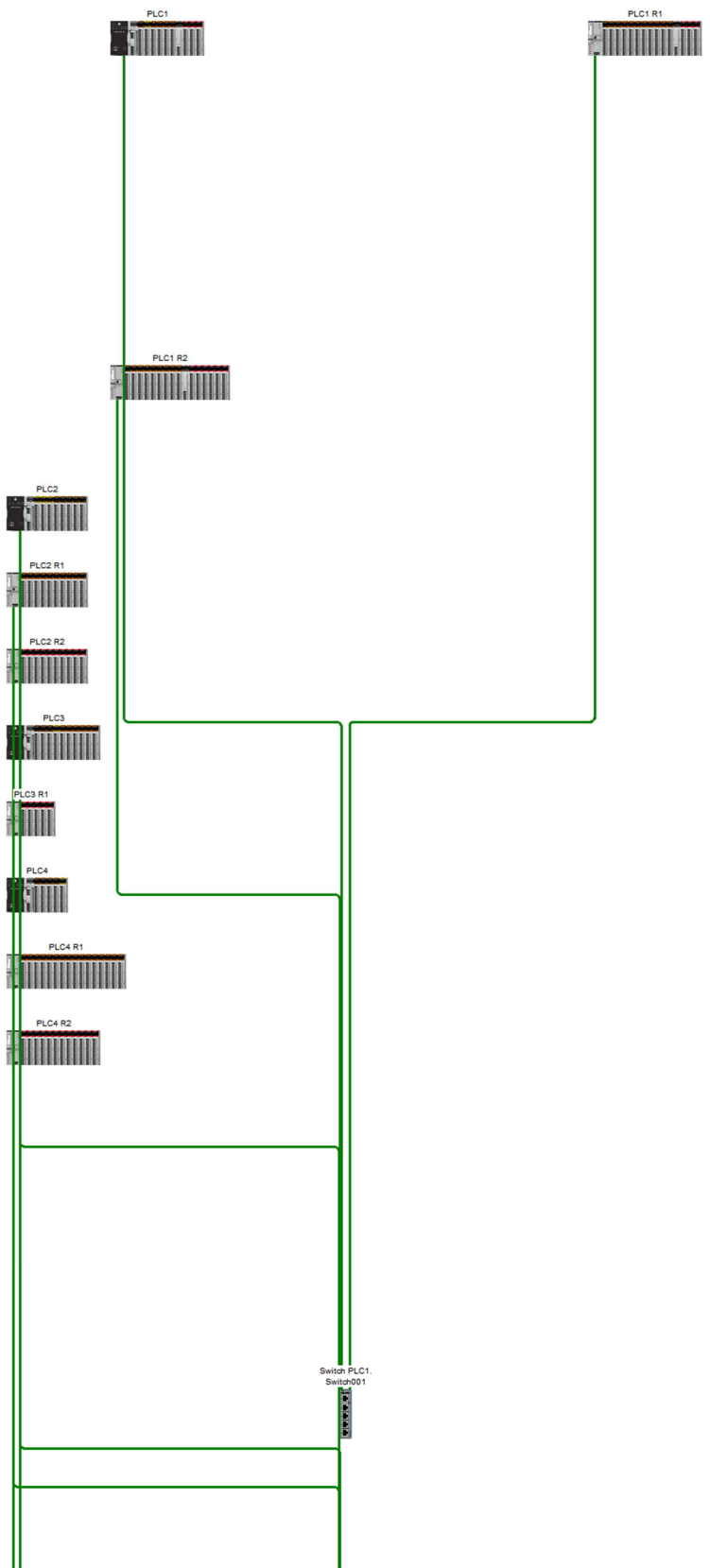
## 1.7 Project's hardware platforms list

*This Project contains the following Hardware platforms:*

<b>HW Platform Type</b>	<b>HW Platform Name</b>
5069 Compact I/O	PLC1
5069 Compact I/O	PLC1 R1
5069 Compact I/O	PLC1 R2
5069 Compact I/O	PLC2
5069 Compact I/O	PLC2 R1
5069 Compact I/O	PLC2 R2

5069 Compact I/O	PLC3
5069 Compact I/O	PLC3 R1
5069 Compact I/O	PLC4
5069 Compact I/O	PLC4 R1
5069 Compact I/O	PLC4 R2

## 1.8 Architecture View



## 2 Bill of Materials

The list prices shown in this tool are reference points used by your distributor or Rockwell Automation to calculate your extended net prices and do not include applicable discounts and taxes. To obtain your extended net pricing for products, contact Rockwell Automation or your authorized distributor.

### 2.1 Consolidated BOM

Qty	Catalog #	Description
4	5069-L320ER	CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
4	5069-RTB64-SCREW	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR. Contains both 4 and 6 pin Screw type RTB
15	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
114	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
6	5069-OF8	5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
54	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
3	5069-FPD	5069 Compact I/O Field Potential Distributor Module
3	5069-RTB6-SCREW	5069 Compact I/O 6 pin Screw type RTB packed kit
39	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
7	5069-AENTR	5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules, IP address rotary switch (last Octal)
7	5069-RTB5-SCREW	Power terminal RTB kit for 5069-AENTR.
4	1783-US5T	Stratix 2000 Switch, Unmanaged, 5 Copper Ports
11	1585J-M4TBJM-2	Patchcord: RJ45 Male / RJ45 Male, 4-Conductor, Teal TPE, Flex Rated, 2 meters (6.56 feet), Cat 5e
1	9324C-RLDT31	ESD - Studio 5000 Professional 1 yr Subscription with 8-5, M-F Support
4	1606-XLB120E	1606-XLB120E: Basic Power Supply, 24-28V DC, 120 W, 100-120V /200-240V AC Input Voltage,5.0 A
2	1606-XLB240E	1606-XLB240E: Basic Power Supply, 24-28V DC, 240 W, 90-264V AC Input Voltage,10.0A

### 2.2 Positional BOM

Pos/Slot	Catalog #	Description
		<b>Networks</b>
		<b>Switch PLC1 : Switch001</b>
N/A	1783-US5T	Stratix 2000 Switch, Unmanaged, 5 Copper Ports
1	1585J-M4TBJM-2	Patchcord: RJ45 Male / RJ45 Male, 4-Conductor, Teal TPE, Flex Rated, 2 meters (6.56 feet), Cat 5e
1	5069-L320ER	(PLC1) CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
2	1585J-M4TBJM-2	Patchcord: RJ45 Male / RJ45 Male, 4-Conductor, Teal TPE, Flex Rated, 2 meters (6.56 feet), Cat 5e

2	5069-AENTR	(PLC1 R1) 5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules,IP address rotary switch (last Octal)
3	1585J-M4TBJM-2	Patchcord: RJ45 Male / RJ45 Male, 4-Conductor, Teal TPE, Flex Rated, 2 meters (6.56 feet), Cat 5e
3	5069-AENTR	(PLC1 R2) 5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules,IP address rotary switch (last Octal)
		<b>Switch PLC2 : Switch001</b>
N/A	1783-US5T	Stratix 2000 Switch, Unmanaged, 5 Copper Ports
1	1585J-M4TBJM-2	Patchcord: RJ45 Male / RJ45 Male, 4-Conductor, Teal TPE, Flex Rated, 2 meters (6.56 feet), Cat 5e
1	5069-L320ER	(PLC2) CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
2	1585J-M4TBJM-2	Patchcord: RJ45 Male / RJ45 Male, 4-Conductor, Teal TPE, Flex Rated, 2 meters (6.56 feet), Cat 5e
2	5069-AENTR	(PLC2 R1) 5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules,IP address rotary switch (last Octal)
3	1585J-M4TBJM-2	Patchcord: RJ45 Male / RJ45 Male, 4-Conductor, Teal TPE, Flex Rated, 2 meters (6.56 feet), Cat 5e
3	5069-AENTR	(PLC2 R2) 5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules,IP address rotary switch (last Octal)
		<b>Switch PLC3 : Switch001</b>
N/A	1783-US5T	Stratix 2000 Switch, Unmanaged, 5 Copper Ports
1	1585J-M4TBJM-2	Patchcord: RJ45 Male / RJ45 Male, 4-Conductor, Teal TPE, Flex Rated, 2 meters (6.56 feet), Cat 5e
1	5069-L320ER	(PLC3) CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
2	1585J-M4TBJM-2	Patchcord: RJ45 Male / RJ45 Male, 4-Conductor, Teal TPE, Flex Rated, 2 meters (6.56 feet), Cat 5e
2	5069-AENTR	(PLC3 R1) 5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules,IP address rotary switch (last Octal)
		<b>Switch PLC4 : Switch001</b>
N/A	1783-US5T	Stratix 2000 Switch, Unmanaged, 5 Copper Ports
1	1585J-M4TBJM-2	Patchcord: RJ45 Male / RJ45 Male, 4-Conductor, Teal TPE, Flex Rated, 2 meters (6.56 feet), Cat 5e
1	5069-L320ER	(PLC4) CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
2	1585J-M4TBJM-2	Patchcord: RJ45 Male / RJ45 Male, 4-Conductor, Teal TPE, Flex Rated, 2 meters (6.56 feet), Cat 5e
2	5069-AENTR	(PLC4 R1) 5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules,IP address rotary switch (last Octal)
3	1585J-M4TBJM-2	Patchcord: RJ45 Male / RJ45 Male, 4-Conductor, Teal TPE, Flex Rated, 2 meters (6.56 feet), Cat 5e
3	5069-AENTR	(PLC4 R2) 5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules,IP address rotary switch (last Octal)
		<b>Hardware</b>



		<b>PLC1</b>
0	5069-L320ER	CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
0.1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
N/A	5069-RTB64-SCREW	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR. Contains both 4 and 6 pin Screw type RTB
1	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
2	5069-OF8	5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
3	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
4	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
5	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
6	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
N/A	5069-FPD	5069 Compact I/O Field Potential Distributor Module
N/A	5069-RTB6-SCREW	5069 Compact I/O 6 pin Screw type RTB packed kit
7	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
8	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
9	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
		<b>PLC1 R1</b>
0	5069-AENTR	5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules, IP address rotary switch (last Octal)
0.1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
N/A	5069-RTB5-SCREW	Power terminal RTB kit for 5069-AENTR.
1	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
2	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier

		fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
3	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
4	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
5	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
6	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
7	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
8	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
9	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
10	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
11	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
N/A	5069-FPD	5069 Compact I/O Field Potential Distributor Module
N/A	5069-RTB6-SCREW	5069 Compact I/O 6 pin Screw type RTB packed kit
12	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
13	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
14	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
		<b>PLC1 R2</b>
0	5069-AENTR	5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31

		I/O modules, IP address rotary switch (last Octal)
0.1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
N/A	5069-RTB5-SCREW	Power terminal RTB kit for 5069-AENTR.
1	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
2	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
3	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
4	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
5	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
6	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
7	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
8	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
9	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
N/A	5069-FPD	5069 Compact I/O Field Potential Distributor Module
N/A	5069-RTB6-SCREW	5069 Compact I/O 6 pin Screw type RTB packed kit
10	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
11	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
12	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
13	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
14	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals

N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
15	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
		<b>PLC2</b>
0	5069-L320ER	CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
0.1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
N/A	5069-RTB64-SCREW	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR. Contains both 4 and 6 pin Screw type RTB
1	5069-OF8	5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
2	5069-OF8	5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
3	5069-OF8	5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
4	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
5	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
6	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
7	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
8	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
		<b>PLC2 R1</b>
0	5069-AENTR	5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules, IP address rotary switch (last Octal)
0.1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
N/A	5069-RTB5-SCREW	Power terminal RTB kit for 5069-AENTR.
1	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier

		fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
2	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
3	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
4	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
5	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
6	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
7	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
8	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
9	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
10	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
		<b>PLC2 R2</b>
0	5069-AENTR	5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules, IP address rotary switch (last Octal)
0.1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
N/A	5069-RTB5-SCREW	Power terminal RTB kit for 5069-AENTR.
1	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
2	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
3	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-	5069 Compact I/O 18 pins Screw type terminal block

	SCREW	kit
4	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
5	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
6	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
7	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
8	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
9	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
10	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
		<b>PLC3</b>
0	5069-L320ER	CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
0.1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
N/A	5069-RTB64-SCREW	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR. Contains both 4 and 6 pin Screw type RTB
1	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
2	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
3	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
4	5069-OF8	5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
5	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
6	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-	5069 Compact I/O 18 pins Screw type terminal block

	SCREW	kit
7	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
8	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
9	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
10	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
		<b>PLC3 R1</b>
0	5069-AENTR	5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules, IP address rotary switch (last Octal)
0.1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
N/A	5069-RTB5-SCREW	Power terminal RTB kit for 5069-AENTR.
1	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
2	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
3	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
4	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
5	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
		<b>PLC4</b>
0	5069-L320ER	CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
0.1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
N/A	5069-RTB64-SCREW	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR. Contains both 4 and 6 pin Screw type RTB
1	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
2	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update

		rate, analog scaling
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
3	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
4	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
5	5069-OF8	5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
		<b>PLC4 R1</b>
0	5069-AENTR	5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules, IP address rotary switch (last Octal)
0.1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
N/A	5069-RTB5-SCREW	Power terminal RTB kit for 5069-AENTR.
1	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
2	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
3	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
4	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
5	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
6	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
7	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
8	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
9	5069-OW4I	5069 Compact I/O 4 Channel Normally open



		individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
10	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
11	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
12	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
13	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
14	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
15	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
16	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
		<b>PLC4 R2</b>
0	5069-AENTR	5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules, IP address rotary switch (last Octal)
0.1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
N/A	5069-RTB5-SCREW	Power terminal RTB kit for 5069-AENTR.
1	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
2	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
3	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
4	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
5	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit

6	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
7	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
8	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
9	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
10	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
11	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
12	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
		<b>Rockwell Software</b>
		<b>DesignSuite</b>
N/A	9324C-RLDT31	ESD - Studio 5000 Professional 1 yr Subscription with 8-5, M-F Support
		<b>Control Power Supplies</b>
N/A	1606-XLB120E	1606-XLB120E: Basic Power Supply, 24-28V DC, 120 W, 100-120V /200-240V AC Input Voltage,5.0 A
N/A	1606-XLB120E	1606-XLB120E: Basic Power Supply, 24-28V DC, 120 W, 100-120V /200-240V AC Input Voltage,5.0 A
N/A	1606-XLB120E	1606-XLB120E: Basic Power Supply, 24-28V DC, 120 W, 100-120V /200-240V AC Input Voltage,5.0 A
N/A	1606-XLB120E	1606-XLB120E: Basic Power Supply, 24-28V DC, 120 W, 100-120V /200-240V AC Input Voltage,5.0 A
N/A	1606-XLB240E	1606-XLB240E: Basic Power Supply, 24-28V DC, 240 W, 90-264V AC Input Voltage,10.0A
N/A	1606-XLB240E	1606-XLB240E: Basic Power Supply, 24-28V DC, 240 W, 90-264V AC Input Voltage,10.0A

### 2.3 Organized BOM

Qty	Catalog #	Description
		<b>Networks</b>

		<b>Switch PLC1 : Switch001</b>
1	1783-US5T	Stratix 2000 Switch, Unmanaged, 5 Copper Ports
3	1585J-M4TBJM-2	Patchcord: RJ45 Male / RJ45 Male, 4-Conductor, Teal TPE, Flex Rated, 2 meters (6.56 feet), Cat 5e
1	5069-L320ER	(PLC1) CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
2	5069-AENTR	(PLC1 R1) 5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules,IP address rotary switch (last Octal)
		<b>Switch PLC2 : Switch001</b>
1	1783-US5T	Stratix 2000 Switch, Unmanaged, 5 Copper Ports
3	1585J-M4TBJM-2	Patchcord: RJ45 Male / RJ45 Male, 4-Conductor, Teal TPE, Flex Rated, 2 meters (6.56 feet), Cat 5e
1	5069-L320ER	(PLC2) CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
2	5069-AENTR	(PLC2 R1) 5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules,IP address rotary switch (last Octal)
		<b>Switch PLC3 : Switch001</b>
1	1783-US5T	Stratix 2000 Switch, Unmanaged, 5 Copper Ports
2	1585J-M4TBJM-2	Patchcord: RJ45 Male / RJ45 Male, 4-Conductor, Teal TPE, Flex Rated, 2 meters (6.56 feet), Cat 5e
1	5069-L320ER	(PLC3) CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
1	5069-AENTR	(PLC3 R1) 5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules,IP address rotary switch (last Octal)
		<b>Switch PLC4 : Switch001</b>
1	1783-US5T	Stratix 2000 Switch, Unmanaged, 5 Copper Ports
3	1585J-M4TBJM-2	Patchcord: RJ45 Male / RJ45 Male, 4-Conductor, Teal TPE, Flex Rated, 2 meters (6.56 feet), Cat 5e
1	5069-L320ER	(PLC4) CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
2	5069-AENTR	(PLC4 R1) 5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules,IP address rotary switch (last Octal)
		<b>Hardware</b>
		<b>PLC1</b>
1	5069-L320ER	CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
1	5069-RTB64-SCREW	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR. Contains both 4 and 6 pin Screw type RTB
1	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
9	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
1	5069-OF8	5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate,

		forcing, analog scaling, hold last state
4	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
1	5069-FPD	5069 Compact I/O Field Potential Distributor Module
1	5069-RTB6-SCREW	5069 Compact I/O 6 pin Screw type RTB packed kit
3	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
		<b>PLC1 R1</b>
1	5069-AENTR	5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules, IP address rotary switch (last Octal)
1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
1	5069-RTB5-SCREW	Power terminal RTB kit for 5069-AENTR.
1	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
14	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
10	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
1	5069-FPD	5069 Compact I/O Field Potential Distributor Module
1	5069-RTB6-SCREW	5069 Compact I/O 6 pin Screw type RTB packed kit
3	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
		<b>PLC1 R2</b>
1	5069-AENTR	5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules, IP address rotary switch (last Octal)
1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
1	5069-RTB5-SCREW	Power terminal RTB kit for 5069-AENTR.
1	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
15	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
8	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
1	5069-FPD	5069 Compact I/O Field Potential Distributor Module
1	5069-RTB6-SCREW	5069 Compact I/O 6 pin Screw type RTB packed kit
6	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
		<b>PLC2</b>
1	5069-L320ER	CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
1	5069-RTB64-SCREW	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR. Contains both 4 and 6 pin Screw type RTB
3	5069-OF8	5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
8	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
5	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input

		Module, 16 bit resolution, 1ms channel update rate, analog scaling
		<b>PLC2 R1</b>
1	5069-AENTR	5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules, IP address rotary switch (last Octal)
1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
1	5069-RTB5-SCREW	Power terminal RTB kit for 5069-AENTR.
10	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
10	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
		<b>PLC2 R2</b>
1	5069-AENTR	5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules, IP address rotary switch (last Octal)
1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
1	5069-RTB5-SCREW	Power terminal RTB kit for 5069-AENTR.
10	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
10	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
		<b>PLC3</b>
1	5069-L320ER	CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
1	5069-RTB64-SCREW	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR. Contains both 4 and 6 pin Screw type RTB
3	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
10	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
1	5069-OF8	5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
6	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
		<b>PLC3 R1</b>
1	5069-AENTR	5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules, IP address rotary switch (last Octal)
1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
1	5069-RTB5-SCREW	Power terminal RTB kit for 5069-AENTR.
5	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
5	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit

		<b>PLC4</b>
1	5069-L320ER	CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
1	5069-RTB64-SCREW	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR. Contains both 4 and 6 pin Screw type RTB
4	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
5	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
1	5069-OF8	5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
		<b>PLC4 R1</b>
1	5069-AENTR	5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules, IP address rotary switch (last Octal)
1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
1	5069-RTB5-SCREW	Power terminal RTB kit for 5069-AENTR.
16	5069-OW4I	5069 Compact I/O 4 Channel Normally open individually isolated type Relay Output Module, 2 tier fault mode, hold last state
16	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
		<b>PLC4 R2</b>
1	5069-AENTR	5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules, IP address rotary switch (last Octal)
1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
1	5069-RTB5-SCREW	Power terminal RTB kit for 5069-AENTR.
12	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
12	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
		<b>Rockwell Software</b>
		<b>DesignSuite</b>
1	9324C-RLDT31	ESD - Studio 5000 Professional 1 yr Subscription with 8-5, M-F Support
		<b>Control Power Supplies</b>
1	1606-XLB120E	1606-XLB120E: Basic Power Supply, 24-28V DC, 120 W, 100-120V /200-240V AC Input Voltage,5.0 A
1	1606-XLB120E	1606-XLB120E: Basic Power Supply, 24-28V DC, 120 W, 100-120V /200-240V AC Input Voltage,5.0 A
1	1606-XLB120E	1606-XLB120E: Basic Power Supply, 24-28V DC, 120 W, 100-120V /200-240V AC Input Voltage,5.0 A
1	1606-XLB120E	1606-XLB120E: Basic Power Supply, 24-28V DC, 120 W, 100-120V /200-240V AC Input Voltage,5.0 A
1	1606-XLB240E	1606-XLB240E: Basic Power Supply, 24-28V DC, 240 W, 90-264V AC Input Voltage,10.0A

1	1606-XLB240E	1606-XLB240E: Basic Power Supply, 24-28V DC, 240 W, 90-264V AC Input Voltage,10.0A

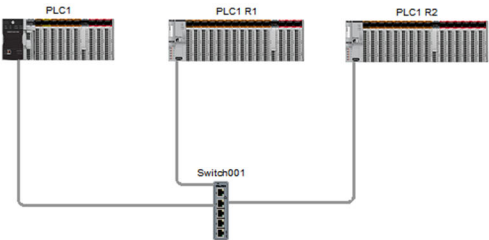
### 3 Network Details

#### 3.1 Network 'Switch PLC1'

3.1.1 EtherNet/IP network status : Ok

#### 3.1.2 Graphics:

Zone: Network



#### 3.1.3 Performance Data:

Ethernet Media Utilization	2.3%
----------------------------	------

#### 3.1.4 Layout Information:

Network

Switch001, 1783-US5T

A#10.0.2.4, PLC1, [0], 5069-L320ER

A#10.0.2.5, PLC1 R1, [0], 5069-AENTR

A#10.0.2.6, PLC1 R2, [0], 5069-AENTR



### 3.1.5 Network Connections



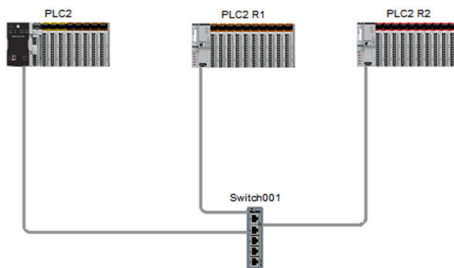
NetworkReportENET.html

### 3.2 Network 'Switch PLC2'

#### 3.2.1 EtherNet/IP network status : Ok

#### 3.2.2 Graphics:

Zone: Network



#### 3.2.3 Performance Data:

Ethernet Media Utilization	2.0%
----------------------------	------

#### 3.2.4 Layout Information:

Network

Switch001, 1783-US5T

A#10.0.2.4, PLC2, [0], 5069-L320ER

A#10.0.2.5, PLC2 R1, [0], 5069-AENTR

A#10.0.2.6, PLC2 R2, [0], 5069-AENTR

### 3.2.5 Network Connections



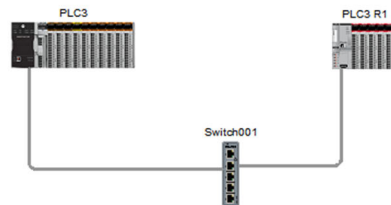
NetworkReportENET.html

### 3.3 Network 'Switch PLC3'

#### 3.3.1 EtherNet/IP network status : Ok

#### 3.3.2 Graphics:

Zone: Network



#### 3.3.3 Performance Data:

Ethernet Media Utilization	0.7%
----------------------------	------

#### 3.3.4 Layout Information:

Network

Switch001, 1783-US5T

A#10.0.2.4, PLC3, [0], 5069-L320ER

A#10.0.2.5, PLC3 R1, [0], 5069-AENTR

### 3.3.5 Network Connections



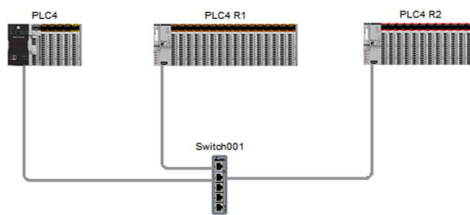
NetworkReportENET.html

### 3.4 Network 'Switch PLC4'

#### 3.4.1 EtherNet/IP network status : Ok

#### 3.4.2 Graphics:

Zone: Network



#### 3.4.3 Performance Data:

Ethernet Media Utilization	2.5%
----------------------------	------

#### 3.4.4 Layout Information:

Network

Switch001, 1783-US5T

A#10.0.2.4, PLC4, [0], 5069-L320ER

A#10.0.2.5, PLC4 R1, [0], 5069-AENTR

A#10.0.2.6, PLC4 R2, [0], 5069-AENTR

### 3.4.5 Network Connections

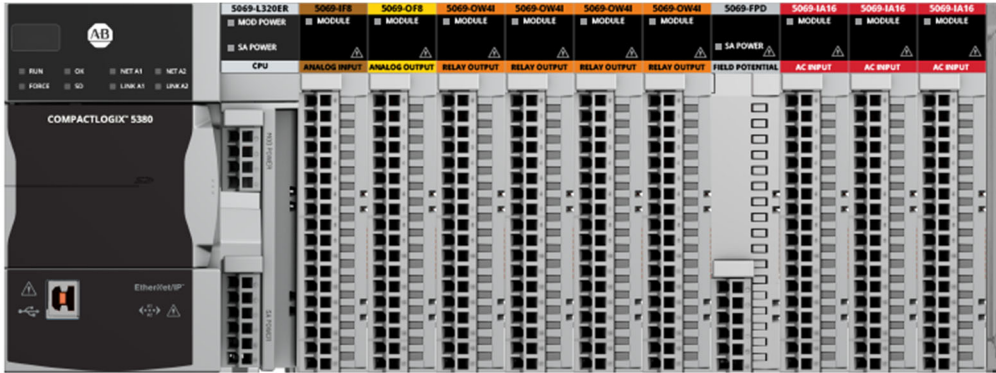


NetworkReportENET.html

## 4 Hardware Platforms

### 4.1 Platform 'PLC1'

#### 4.1.1 Graphics:



#### 4.1.2 Performance Data:

##### Ctrl1 (Controller 5069-L320ER in slot 0)

EtherNet/IP Nodes	2
Motion Position Axes	0
Memory Used	191 KB
Memory Available	2.0 MB
Remaining Memory	1.8 MB
User Task Minimum Period	0.0 msec
User Task Rung Capacity	34994 rungs
Continuous Task Scan Time	0.0 msec

##### Usage Breakdown for Ctrl1

Chassis / Device Name	EtherNet/IP Nodes	Motion Position Axes	Memory Used
PLC1(Local)	0	0	66 KB
PLC1 R1	1	0	55 KB
PLC1 R2	1	0	70 KB

##### Comm1 (Comm Module 5069-L320ER - A2 in slot 0, on network Switch PLC1)

Motion Packets per Second (PPS)	0
I/O Packets per Second (PPS)	1240

HMI Packets per Second (PPS)	0
Utilization	1.0%
CIP Connections	5 (994 rem)
TCP Connections	2 (510 rem)
Motion Percent Used	0.0%
I/O Percent Used	1.0%
HMI Percent Used	0.0%

### Processor Checker Info:

1. Please Note: This controller is coded using v31 (40 nodes) EtherNet/IP node limits for its IAB rule checking. If using a different version, then you must manually determine if you are over the limit by using 5069-TD002-EN-P.
2. Dimensions are only provided on the chassis, chassis power supply and modules in the chassis. Space / dimensions for external power supplies (1606), conversion hardware, cables, and cable bend radius is not provided by this tool.

### Control Power Information

Power Info	
Control Power Status:	Satisfied by Control Power Wizard
Power Supply:	1606-XLB120E
Power Used:	36000 mW
Dimension Details ( 1606-XLB120E )	
Height	124.00 mm (4.88 inches)
Width	39.00 mm (1.54 inches)
Depth	124.00 mm (4.88 inches)

### Backplane Power Information

5069-L320ER	
MOD Power Used:	1125 mA
MOD Power Remaining:	8875 mA
SA Power Used:	360 mA
SA Power Remaining:	9640 mA
5069-FPD	
SA Power Used:	720 mA
SA Power Remaining:	9280 mA

### Field Power Information

Field Power Status:	Not Satisfied by Field Power
---------------------	------------------------------

### Network Connectivity

5069-L320ER (slot 0)	Connected to Switch PLC1/Switch001
----------------------	------------------------------------

### Advanced Communication Details

Controllers	
-------------	--



PLC1 / 0 / 5069-L320ER (slot 0)	
Nodes	
EtherNet/IP Nodes	
Remaining	
Memory	
Used	191 KB
Available	2.0 MB
Remaining	1.8 MB
Communication Modules	
PLC1 / 0 / 5069-L320ER (embedded – Dual-IP) -- Includes: A2 [10.0.2.4] (connected to: Switch PLC1 / Switch001)	
Motion Packets per Second (PPS)	
I/O Packets per Second (PPS)	
HMI Packets per Second (PPS)	
Utilization	1.0%
CIP Motion Pos Axes	0 (0 rem)

#### Dimension Details ( 5069 Chassis )

Height	144.57 mm (5.69 inches)
Width	318.00 mm (12.52 inches)
Depth	137.00 mm (5.39 inches)

#### 4.1.3 Layout Information:

Slot #	Catalog #	Additional Information
0	5069-L320ER	not connected  connected to network 'Switch001' at address 10.0.2.4
0.1	5069-ECR	not connected  connected to network 'Switch001' at address 10.0.2.4
N/A	5069-RTB64-SCREW	
1	5069-IF8	
N/A	5069-RTB18-SCREW	
2	5069-OF8	
N/A	5069-RTB18-SCREW	
3	5069-OW4I	
N/A	5069-RTB18-SCREW	
4	5069-OW4I	
N/A	5069-RTB18-SCREW	

5	5069-OW4I	
N/A	5069-RTB18-SCREW	
6	5069-OW4I	
N/A	5069-RTB18-SCREW	
N/A	5069-FPD	not connected

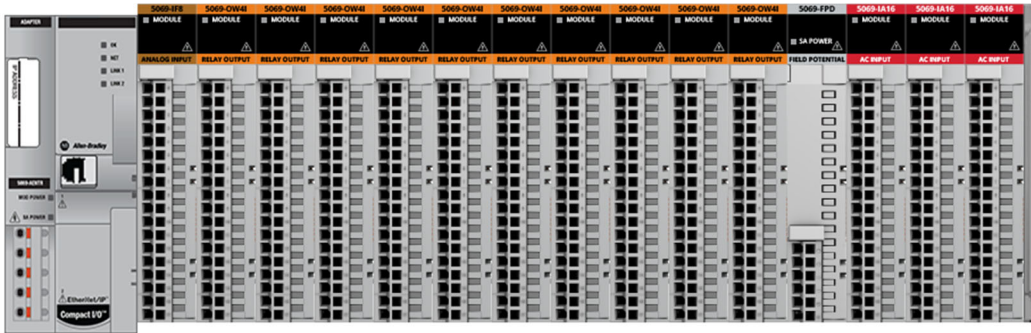
N/A	5069-RTB6-SCREW
7	5069-IA16
N/A	5069-RTB18-SCREW
8	5069-IA16
N/A	5069-RTB18-SCREW
9	5069-IA16
N/A	5069-RTB18-SCREW

**4.1.3.1 Product Dimension      Units are in mm (Inches)**

Slot #	Catalog #	Height	Width	Depth
0	5069-L320ER	138.00(5.43)	98.00(3.86)	137.00(5.39)
1	5069-IF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
2	5069-OF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
3	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
4	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
5	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
6	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
N/A	5069-FPD	144.57(5.69)	22.00(0.87)	105.42(4.15)
7	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
8	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
9	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)

## 4.2 Platform 'PLC1 R1'

### 4.2.1 Graphics:



### 4.2.2 Performance Data:

#### Control Power Information

Power Info	
Control Power Status:	Satisfied by Control Power Wizard
Power Supply:	1606-XLB120E
Power Used:	40640 mW
Dimension Details ( 1606-XLB120E )	
Height	124.00 mm (4.88 inches)
Width	39.00 mm (1.54 inches)
Depth	124.00 mm (4.88 inches)

#### Backplane Power Information

5069-AENTR	
MOD Power Used:	1270 mA
MOD Power Remaining:	8510 mA
SA Power Used:	105 mA
SA Power Remaining:	9845 mA
5069-FPD	
SA Power Used:	720 mA
SA Power Remaining:	9280 mA

#### Field Power Information

Field Power Status:	Not Satisfied by Field Power
---------------------	------------------------------

#### Network Connectivity

5069-AENTR (slot 0)	Connected to Switch PLC1/Switch001
---------------------	------------------------------------

### Advanced Communication Details

Adapters	
PLC1 R1 / 0 / 5069-AENTR [10.0.2.5] (slot 0, connected to network: Switch PLC1)	
CIP Connections	2 (30 rem)
Rack Optimized Connections	0
Direct Connections	2
I/O Packets per Second (PPS)	420 (99580 rem)

### Dimension Details ( 5069 Chassis )

Height	144.57 mm (5.69 inches)
Width	386.00 mm (15.20 inches)
Depth	105.42 mm (4.15 inches)

#### 4.2.3 Layout Information:

Slot #	Catalog #	Additional Information
0	5069-AENTR	connected to network 'Switch001' at address 10.0.2.5
0.1	5069-ECR	connected to network 'Switch001' at address 10.0.2.5
N/A	5069-RTB5-SCREW	
1	5069-IF8	
N/A	5069-RTB18-SCREW	
2	5069-OW4I	
N/A	5069-RTB18-SCREW	
3	5069-OW4I	
N/A	5069-RTB18-SCREW	
4	5069-OW4I	
N/A	5069-RTB18-SCREW	
5	5069-OW4I	
N/A	5069-RTB18-SCREW	
6	5069-OW4I	
N/A	5069-RTB18-SCREW	
7	5069-OW4I	
N/A	5069-RTB18-SCREW	
8	5069-OW4I	
N/A	5069-RTB18-SCREW	
9	5069-OW4I	
N/A	5069-RTB18-SCREW	
10	5069-OW4I	
N/A	5069-RTB18-SCREW	
11	5069-OW4I	

N/A 5069-RTB18-SCREW  
 N/A 5069-FPD not connected

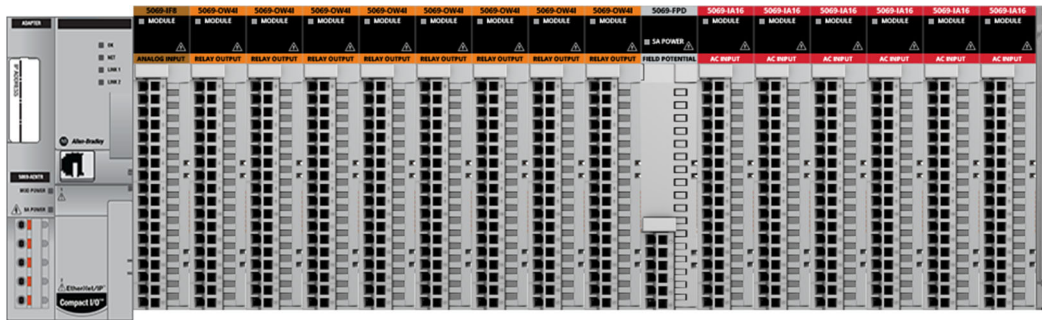
N/A 5069-RTB6-SCREW  
 12 5069-IA16  
 N/A 5069-RTB18-SCREW  
 13 5069-IA16  
 N/A 5069-RTB18-SCREW  
 14 5069-IA16  
 N/A 5069-RTB18-SCREW

**4.2.3.1 Product Dimension Units are in mm (Inches)**

Slot #	Catalog #	Height	Width	Depth
0	5069-AENTR	138.00(5.43)	56.00(2.20)	105.00(4.13)
1	5069-IF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
2	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
3	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
4	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
5	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
6	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
7	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
8	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
9	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
10	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
11	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
N/A	5069-FPD	144.57(5.69)	22.00(0.87)	105.42(4.15)
12	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
13	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
14	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)

## 4.3 Platform 'PLC1 R2'

### 4.3.1 Graphics:



### 4.3.2 Performance Data:

#### Control Power Information

Power Info	
Control Power Status:	Satisfied by Control Power Wizard
Power Supply:	1606-XLB120E
Power Used:	43040 mW
Dimension Details ( 1606-XLB120E )	
Height	124.00 mm (4.88 inches)
Width	39.00 mm (1.54 inches)
Depth	124.00 mm (4.88 inches)

#### Backplane Power Information

5069-AENTR	
MOD Power Used:	1345 mA
MOD Power Remaining:	8435 mA
SA Power Used:	105 mA
SA Power Remaining:	9845 mA
5069-FPD	
SA Power Used:	1440 mA
SA Power Remaining:	8560 mA

#### Field Power Information

Field Power Status:	Not Satisfied by Field Power
---------------------	------------------------------

#### Network Connectivity

5069-AENTR (slot 0)	Connected to Switch PLC1/Switch001
---------------------	------------------------------------

### Advanced Communication Details

Adapters	
PLC1 R2 / 0 / 5069-AENTR [10.0.2.6] (slot 0, connected to network: Switch PLC1)	
CIP Connections	3 (29 rem)
Rack Optimized Connections	0
Direct Connections	3
I/O Packets per Second (PPS)	820 (99180 rem)

### Dimension Details ( 5069 Chassis )

Height	144.57 mm (5.69 inches)
Width	408.00 mm (16.06 inches)
Depth	105.42 mm (4.15 inches)

### 4.3.3 Layout Information:

Slot #	Catalog #	Additional Information
0	5069-AENTR	connected to network 'Switch001' at address 10.0.2.6
0.1	5069-ECR	connected to network 'Switch001' at address 10.0.2.6
N/A	5069-RTB5-SCREW	
1	5069-IF8	
N/A	5069-RTB18-SCREW	
2	5069-OW4I	
N/A	5069-RTB18-SCREW	
3	5069-OW4I	
N/A	5069-RTB18-SCREW	
4	5069-OW4I	
N/A	5069-RTB18-SCREW	
5	5069-OW4I	
N/A	5069-RTB18-SCREW	
6	5069-OW4I	
N/A	5069-RTB18-SCREW	
7	5069-OW4I	
N/A	5069-RTB18-SCREW	
8	5069-OW4I	
N/A	5069-RTB18-SCREW	
9	5069-OW4I	
N/A	5069-RTB18-SCREW	
N/A	5069-FPD	not connected
N/A	5069-RTB6-SCREW	
10	5069-IA16	

N/A 5069-RTB18-SCREW  
 11 5069-IA16  
 N/A 5069-RTB18-SCREW  
 12 5069-IA16  
 N/A 5069-RTB18-SCREW  
 13 5069-IA16  
 N/A 5069-RTB18-SCREW  
 14 5069-IA16  
 N/A 5069-RTB18-SCREW  
 15 5069-IA16  
 N/A 5069-RTB18-SCREW

#### 4.3.3.1 Product Dimension

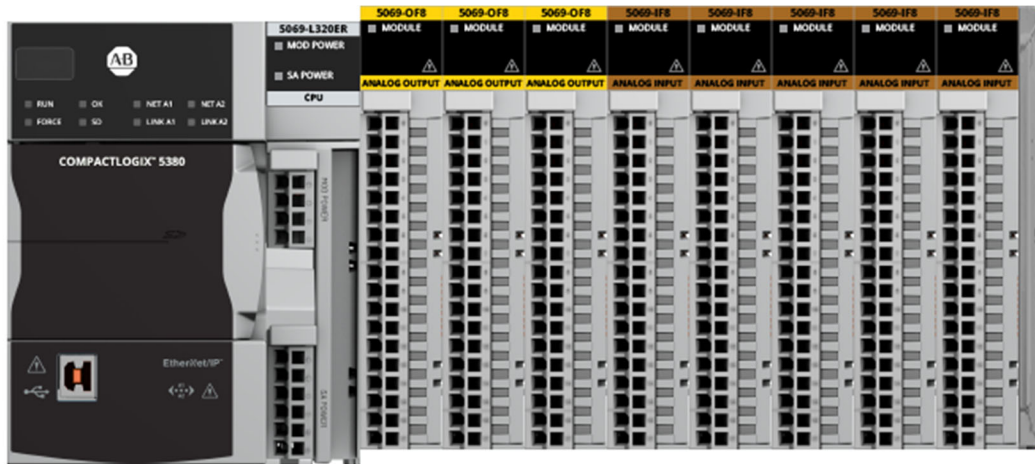
Units are in mm (Inches)

Slot #	Catalog #	Height	Width	Depth
0	5069-AENTR	138.00(5.43)	56.00(2.20)	105.00(4.13)
1	5069-IF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
2	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
3	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
4	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
5	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
6	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
7	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
8	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
9	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
N/A	5069-FPD	144.57(5.69)	22.00(0.87)	105.42(4.15)
10	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
11	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
12	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
13	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
14	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
15	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)



## 4.4 Platform 'PLC2'

### 4.4.1 Graphics:



### 4.4.2 Performance Data:

#### Ctrl2 (Controller 5069-L320ER in slot 0)

EtherNet/IP Nodes	2
Motion Position Axes	0
Memory Used	241 KB
Memory Available	2.0 MB
Remaining Memory	1.8 MB
User Task Minimum Period	0.0 msec
User Task Rung Capacity	34994 rungs
Continuous Task Scan Time	0.0 msec

#### Usage Breakdown for Ctrl2

Chassis / Device Name	EtherNet/IP Nodes	Motion Position Axes	Memory Used
PLC2(Local)	0	0	163 KB
PLC2 R1	1	0	16 KB
PLC2 R2	1	0	63 KB

#### Comm2 (Comm Module 5069-L320ER - A2 in slot 0, on network Switch PLC2)

Motion Packets per Second (PPS)	0
I/O Packets per Second (PPS)	1200

HMI Packets per Second (PPS)	0
Utilization	0.9%
CIP Connections	3 (996 rem)
TCP Connections	2 (510 rem)
Motion Percent Used	0.0%
I/O Percent Used	0.9%
HMI Percent Used	0.0%

### Processor Checker Info:

1. Please Note: This controller is coded using v31 (40 nodes) EtherNet/IP node limits for its IAB rule checking. If using a different version, then you must manually determine if you are over the limit by using 5069-TD002-EN-P.
2. Dimensions are only provided on the chassis, chassis power supply and modules in the chassis. Space / dimensions for external power supplies (1606), conversion hardware, cables, and cable bend radius is not provided by this tool.

### Control Power Information

Power Info	
Control Power Status:	Satisfied by Control Power Wizard
Power Supply:	1606-XLB240E
Power Used:	33600 mW
Dimension Details ( 1606-XLB240E )	
Height	124.00 mm (4.88 inches)
Width	49.00 mm (1.93 inches)
Depth	124.00 mm (4.88 inches)

### Backplane Power Information

5069-L320ER	
MOD Power Used:	1050 mA
MOD Power Remaining:	8950 mA
SA Power Used:	1260 mA
SA Power Remaining:	8740 mA

### Field Power Information

Field Power Status:	Not Satisfied by Field Power
---------------------	------------------------------

### Network Connectivity

5069-L320ER (slot 0)	Connected to Switch PLC2/Switch001
----------------------	------------------------------------

### Advanced Communication Details

Controllers	
PLC2 / 0 / 5069-L320ER (slot 0)	
Nodes	
EtherNet/IP Nodes	

Remaining	
Memory	
Used	241 KB
Available	2.0 MB
Remaining	1.8 MB
Communication Modules	
PLC2 / 0 / 5069-L320ER (embedded – Dual-IP) -- Includes: A2 [10.0.2.4] (connected to: Switch PLC2 / Switch001)	
Motion Packets per Second (PPS)	
I/O Packets per Second (PPS)	
HMI Packets per Second (PPS)	
Utilization	0.9%
CIP Motion Pos Axes	0 (0 rem)

#### Dimension Details ( 5069 Chassis )

Height	144.57 mm (5.69 inches)
Width	274.00 mm (10.79 inches)
Depth	137.00 mm (5.39 inches)

#### 4.4.3 Layout Information:

Slot #	Catalog #	Additional Information
0	5069-L320ER	not connected  connected to network 'Switch001' at address 10.0.2.4
0.1	5069-ECR	not connected  connected to network 'Switch001' at address 10.0.2.4
N/A	5069-RTB64-SCREW	
1	5069-OF8	
N/A	5069-RTB18-SCREW	
2	5069-OF8	
N/A	5069-RTB18-SCREW	
3	5069-OF8	
N/A	5069-RTB18-SCREW	
4	5069-IF8	
N/A	5069-RTB18-SCREW	
5	5069-IF8	
N/A	5069-RTB18-SCREW	
6	5069-IF8	
N/A	5069-RTB18-SCREW	

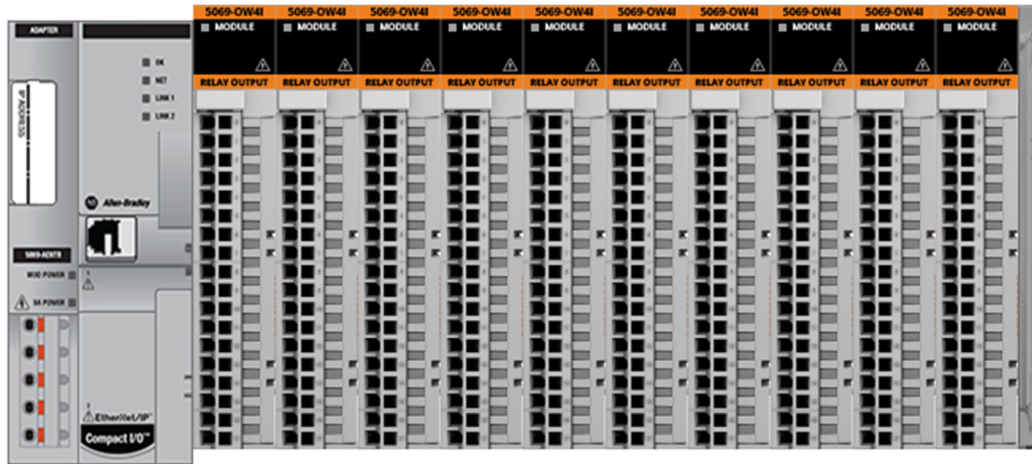
- 7 5069-IF8
- N/A 5069-RTB18-SCREW
- 8 5069-IF8
- N/A 5069-RTB18-SCREW

**4.4.3.1 Product Dimension Units are in mm (Inches)**

Slot #	Catalog #	Height	Width	Depth
0	5069-L320ER	138.00(5.43)	98.00(3.86)	137.00(5.39)
1	5069-OF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
2	5069-OF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
3	5069-OF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
4	5069-IF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
5	5069-IF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
6	5069-IF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
7	5069-IF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
8	5069-IF8	144.57(5.69)	22.00(0.87)	105.42(4.15)

**4.5 Platform 'PLC2 R1'**

**4.5.1 Graphics:**



**4.5.2 Performance Data:**

**Control Power Information**

Power Info	
------------	--

Control Power Status:	Satisfied by Control Power Wizard
Power Supply:	1606-XLB240E
Power Used:	31040 mW
Dimension Details ( 1606-XLB240E )	
Height	124.00 mm (4.88 inches)
Width	49.00 mm (1.93 inches)
Depth	124.00 mm (4.88 inches)

### Backplane Power Information

5069-AENTR	
MOD Power Used:	970 mA
MOD Power Remaining:	8810 mA
SA Power Used:	5 mA
SA Power Remaining:	9945 mA

### Field Power Information

Field Power Status:	Not Satisfied by Field Power
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### Network Connectivity

5069-AENTR (slot 0)	Connected to Switch PLC2/Switch001
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### Advanced Communication Details

Adapters	
PLC2 R1 / 0 / 5069-AENTR [10.0.2.5] (slot 0, connected to network: Switch PLC2)	
CIP Connections	1 (31 rem)
Rack Optimized Connections	0
Direct Connections	1
I/O Packets per Second (PPS)	400 (99600 rem)

### Dimension Details ( 5069 Chassis )

Height	144.57 mm (5.69 inches)
Width	276.00 mm (10.87 inches)
Depth	105.42 mm (4.15 inches)

### 4.5.3 Layout Information:

Slot #	Catalog #	Additional Information
0	5069-AENTR	connected to network 'Switch001' at address 10.0.2.5
0.1	5069-ECR	connected to network 'Switch001' at address 10.0.2.5
N/A	5069-RTB5-SCREW	

1	5069-OW4I
N/A	5069-RTB18-SCREW
2	5069-OW4I
N/A	5069-RTB18-SCREW
3	5069-OW4I
N/A	5069-RTB18-SCREW
4	5069-OW4I
N/A	5069-RTB18-SCREW
5	5069-OW4I
N/A	5069-RTB18-SCREW
6	5069-OW4I
N/A	5069-RTB18-SCREW
7	5069-OW4I
N/A	5069-RTB18-SCREW
8	5069-OW4I
N/A	5069-RTB18-SCREW
9	5069-OW4I
N/A	5069-RTB18-SCREW
10	5069-OW4I
N/A	5069-RTB18-SCREW

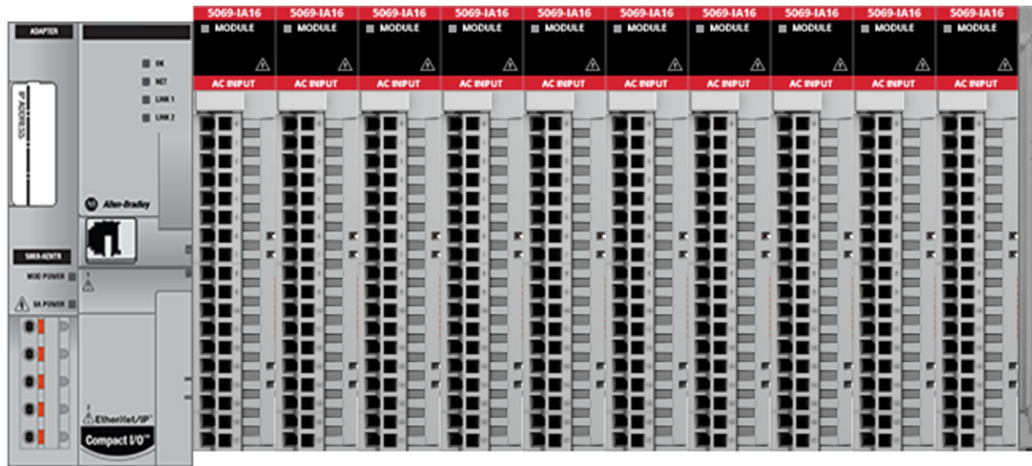
#### 4.5.3.1 Product Dimension

Units are in mm (Inches)

Slot #	Catalog #	Height	Width	Depth
0	5069-AENTR	138.00(5.43)	56.00(2.20)	105.00(4.13)
1	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
2	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
3	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
4	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
5	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
6	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
7	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
8	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
9	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
10	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)

## 4.6 Platform 'PLC2 R2'

### 4.6.1 Graphics:



### 4.6.2 Performance Data:

#### Control Power Information

Power Info	
Control Power Status:	Satisfied by Control Power Wizard
Power Supply:	1606-XLB240E
Power Used:	31040 mW
Dimension Details ( 1606-XLB240E )	
Height	124.00 mm (4.88 inches)
Width	49.00 mm (1.93 inches)
Depth	124.00 mm (4.88 inches)

#### Backplane Power Information

5069-AENTR	
MOD Power Used:	970 mA
MOD Power Remaining:	8810 mA
SA Power Used:	2405 mA
SA Power Remaining:	7545 mA

#### Field Power Information

Field Power Status:	Not Required
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## Network Connectivity

5069-AENTR (slot 0)	Connected to Switch PLC2/Switch001
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## Advanced Communication Details

Adapters	
PLC2 R2 / 0 / 5069-AENTR [10.0.2.6] (slot 0, connected to network: Switch PLC2)	
CIP Connections	2 (30 rem)
Rack Optimized Connections	0
Direct Connections	2
I/O Packets per Second (PPS)	800 (99200 rem)

## Dimension Details ( 5069 Chassis )

Height	144.57 mm (5.69 inches)
Width	276.00 mm (10.87 inches)
Depth	105.42 mm (4.15 inches)

### 4.6.3 Layout Information:

Slot #	Catalog #	Additional Information
0	5069-AENTR	connected to network 'Switch001' at address 10.0.2.6
0.1	5069-ECR	connected to network 'Switch001' at address 10.0.2.6
N/A	5069-RTB5-SCREW	
1	5069-IA16	
N/A	5069-RTB18-SCREW	
2	5069-IA16	
N/A	5069-RTB18-SCREW	
3	5069-IA16	
N/A	5069-RTB18-SCREW	
4	5069-IA16	
N/A	5069-RTB18-SCREW	
5	5069-IA16	
N/A	5069-RTB18-SCREW	
6	5069-IA16	
N/A	5069-RTB18-SCREW	
7	5069-IA16	
N/A	5069-RTB18-SCREW	
8	5069-IA16	
N/A	5069-RTB18-SCREW	
9	5069-IA16	
N/A	5069-RTB18-SCREW	
10	5069-IA16	



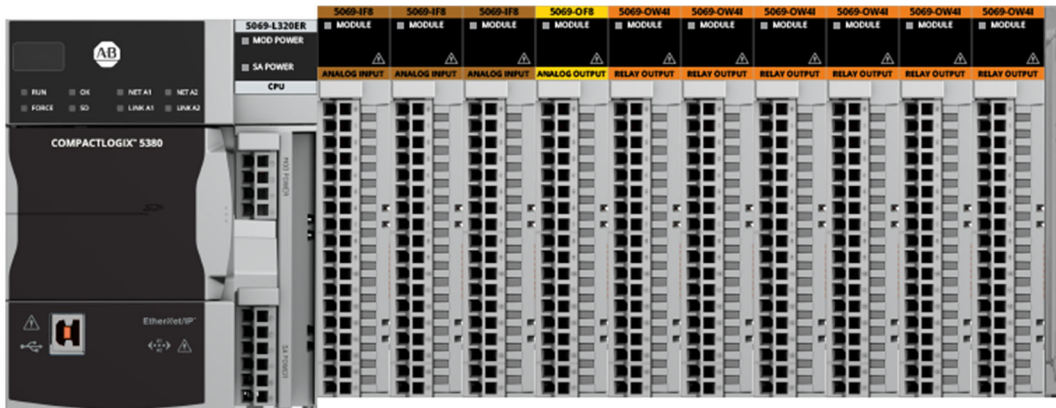
N/A 5069-RTB18-SCREW

**4.6.3.1 Product Dimension Units are in mm (Inches)**

Slot #	Catalog #	Height	Width	Depth
0	5069-AENTR	138.00(5.43)	56.00(2.20)	105.00(4.13)
1	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
2	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
3	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
4	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
5	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
6	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
7	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
8	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
9	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
10	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)

**4.7 Platform 'PLC3'**

**4.7.1 Graphics:**



**4.7.2 Performance Data:**

**Ctrl3 (Controller 5069-L320ER in slot 0)**

EtherNet/IP Nodes	1
Motion Position Axes	0
Memory Used	122 KB
Memory Available	2.0 MB

Remaining Memory	1.9 MB
User Task Minimum Period	0.0 msec
User Task Rung Capacity	34994 rungs
Continuous Task Scan Time	0.0 msec

### Usage Breakdown for Ctlr3

Chassis / Device Name	EtherNet/IP Nodes	Motion Position Axes	Memory Used
PLC3(Local)	0	0	91 KB
PLC3 R1	1	0	31 KB

### Comm3 (Comm Module 5069-L320ER - A1 in slot 0, on network Switch PLC3)

Motion Packets per Second (PPS)	0
I/O Packets per Second (PPS)	400
HMI Packets per Second (PPS)	0
Utilization	0.3%
CIP Connections	1 (998 rem)
TCP Connections	1 (511 rem)
Motion Percent Used	0.0%
I/O Percent Used	0.3%
HMI Percent Used	0.0%

### Processor Checker Info:

1. Please Note: This controller is coded using v31 (40 nodes) EtherNet/IP node limits for its IAB rule checking. If using a different version, then you must manually determine if you are over the limit by using 5069-TD002-EN-P.
2. Dimensions are only provided on the chassis, chassis power supply and modules in the chassis. Space / dimensions for external power supplies (1606), conversion hardware, cables, and cable bend radius is not provided by this tool.

### Control Power Information

Power Info	
Control Power Status:	Satisfied by Control Power Wizard
Power Supply:	1606-XLB120E
Power Used:	38400 mW
Dimension Details ( 1606-XLB120E )	
Height	124.00 mm (4.88 inches)
Width	39.00 mm (1.54 inches)
Depth	124.00 mm (4.88 inches)

### Backplane Power Information

5069-L320ER	
MOD Power Used:	1200 mA
MOD Power Remaining:	8800 mA

SA Power Used:	560 mA
SA Power Remaining:	9440 mA

### Field Power Information

Field Power Status:	Not Satisfied by Field Power
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### Network Connectivity

5069-L320ER (slot 0)	Connected to Switch PLC3/Switch001
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### Advanced Communication Details

Controllers	
PLC3 / 0 / 5069-L320ER (slot 0)	
Nodes	
EtherNet/IP Nodes	
Remaining	
Memory	
Used	122 KB
Available	2.0 MB
Remaining	1.9 MB
Communication Modules	
PLC3 / 0 / 5069-L320ER (embedded – Dual-IP) -- Includes: A1 [10.0.2.4] (connected to: Switch PLC3 / Switch001)	
Motion Packets per Second (PPS)	
I/O Packets per Second (PPS)	
HMI Packets per Second (PPS)	
Utilization	0.3%
CIP Motion Pos Axes	0 (0 rem)

### Dimension Details ( 5069 Chassis )

Height	144.57 mm (5.69 inches)
Width	318.00 mm (12.52 inches)
Depth	137.00 mm (5.39 inches)

#### 4.7.3 Layout Information:

Slot #	Catalog #	Additional Information
0	5069-L320ER	connected to network 'Switch001' at address 10.0.2.4
		not connected
0.1	5069-ECR	connected to network 'Switch001' at address 10.0.2.4

not connected

N/A	5069-RTB64-SCREW
1	5069-IF8
N/A	5069-RTB18-SCREW
2	5069-IF8
N/A	5069-RTB18-SCREW
3	5069-IF8
N/A	5069-RTB18-SCREW
4	5069-OF8
N/A	5069-RTB18-SCREW
5	5069-OW4I
N/A	5069-RTB18-SCREW
6	5069-OW4I
N/A	5069-RTB18-SCREW
7	5069-OW4I
N/A	5069-RTB18-SCREW
8	5069-OW4I
N/A	5069-RTB18-SCREW
9	5069-OW4I
N/A	5069-RTB18-SCREW
10	5069-OW4I
N/A	5069-RTB18-SCREW

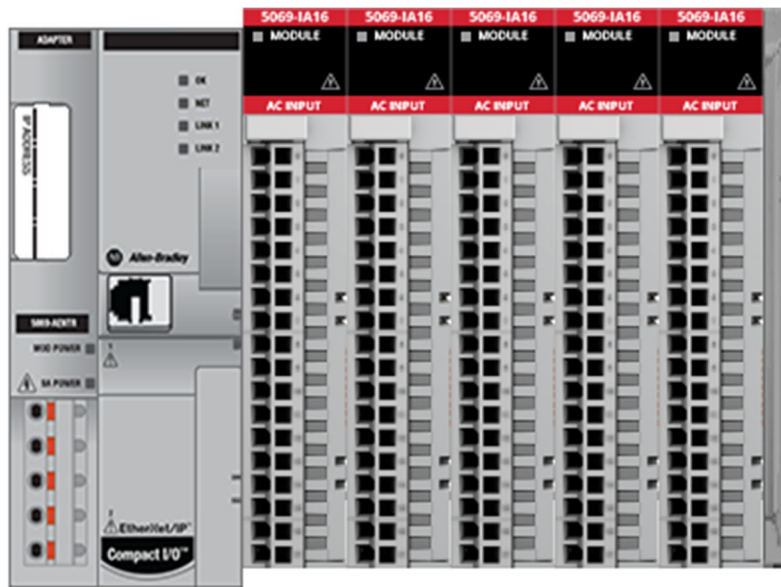
**4.7.3.1 Product Dimension**

**Units are in mm (Inches)**

Slot #	Catalog #	Height	Width	Depth
0	5069-L320ER	138.00(5.43)	98.00(3.86)	137.00(5.39)
1	5069-IF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
2	5069-IF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
3	5069-IF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
4	5069-OF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
5	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
6	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
7	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
8	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
9	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
10	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)

## 4.8 Platform 'PLC3 R1'

### 4.8.1 Graphics:



### 4.8.2 Performance Data:

#### Control Power Information

Power Info	
Control Power Status:	Satisfied by Control Power Wizard
Power Supply:	1606-XLB120E
Power Used:	19040 mW
Dimension Details ( 1606-XLB120E )	
Height	124.00 mm (4.88 inches)
Width	39.00 mm (1.54 inches)
Depth	124.00 mm (4.88 inches)

#### Backplane Power Information

5069-AENTR	
MOD Power Used:	595 mA
MOD Power Remaining:	9185 mA

SA Power Used:	1205 mA
SA Power Remaining:	8745 mA

### Field Power Information

Field Power Status:	Not Required
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### Network Connectivity

5069-AENTR (slot 0)	Connected to Switch PLC3/Switch001
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### Advanced Communication Details

Adapters	
PLC3 R1 / 0 / 5069-AENTR [10.0.2.5] (slot 0, connected to network: Switch PLC3)	
CIP Connections	1 (31 rem)
Rack Optimized Connections	0
Direct Connections	1
I/O Packets per Second (PPS)	400 (99600 rem)

### Dimension Details ( 5069 Chassis )

Height	144.57 mm (5.69 inches)
Width	166.00 mm (6.54 inches)
Depth	105.42 mm (4.15 inches)

### 4.8.3 Layout Information:

Slot #	Catalog #	Additional Information
0	5069-AENTR	connected to network 'Switch001' at address 10.0.2.5
0.1	5069-ECR	connected to network 'Switch001' at address 10.0.2.5
N/A	5069-RTB5-SCREW	
1	5069-IA16	
N/A	5069-RTB18-SCREW	
2	5069-IA16	
N/A	5069-RTB18-SCREW	
3	5069-IA16	
N/A	5069-RTB18-SCREW	
4	5069-IA16	
N/A	5069-RTB18-SCREW	
5	5069-IA16	
N/A	5069-RTB18-SCREW	

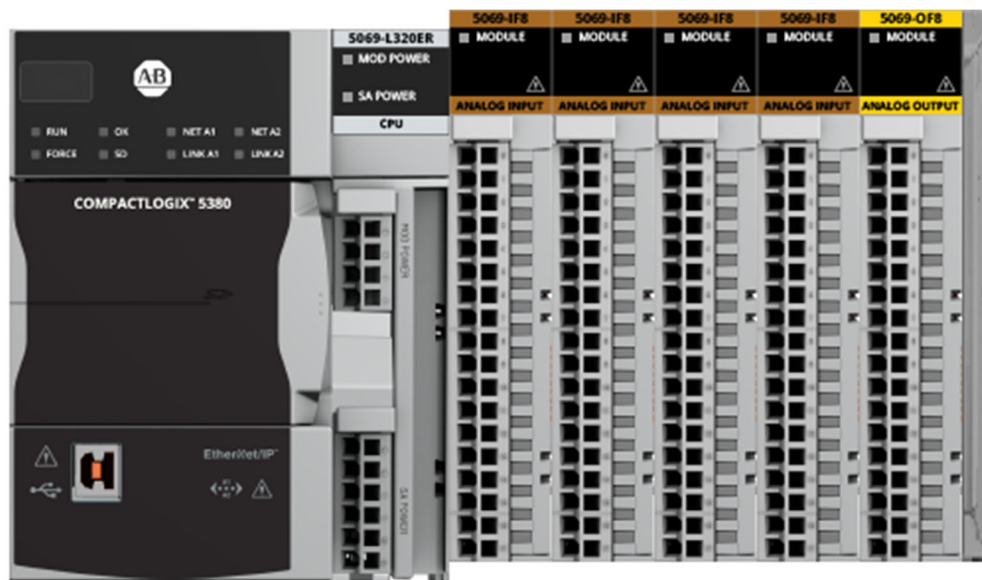
### 4.8.3.1 Product Dimension

Units are in mm (Inches)

Slot #	Catalog #	Height	Width	Depth
0	5069-AENTR	138.00(5.43)	56.00(2.20)	105.00(4.13)
1	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
2	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
3	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
4	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
5	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)

## 4.9 Platform 'PLC4'

### 4.9.1 Graphics:



### 4.9.2 Performance Data:

#### Ctrl4 (Controller 5069-L320ER in slot 0)

EtherNet/IP Nodes	2
Motion Position Axes	0
Memory Used	202 KB
Memory Available	2.0 MB

Remaining Memory	1.8 MB
User Task Minimum Period	0.0 msec
User Task Rung Capacity	34994 rungs
Continuous Task Scan Time	0.0 msec

#### Usage Breakdown for Ctlr4

Chassis / Device Name	EtherNet/IP Nodes	Motion Position Axes	Memory Used
PLC4(Local)	0	0	102 KB
PLC4 R1	1	0	25 KB
PLC4 R2	1	0	75 KB

#### Comm4 (Comm Module 5069-L320ER - A1 in slot 0, on network Switch PLC4)

Motion Packets per Second (PPS)	0
I/O Packets per Second (PPS)	1200
HMI Packets per Second (PPS)	0
Utilization	0.9%
CIP Connections	3 (996 rem)
TCP Connections	2 (510 rem)
Motion Percent Used	0.0%
I/O Percent Used	0.9%
HMI Percent Used	0.0%

#### Processor Checker Info:

1. Please Note: This controller is coded using v31 (40 nodes) EtherNet/IP node limits for its IAB rule checking. If using a different version, then you must manually determine if you are over the limit by using 5069-TD002-EN-P.
2. Dimensions are only provided on the chassis, chassis power supply and modules in the chassis. Space / dimensions for external power supplies (1606), conversion hardware, cables, and cable bend radius is not provided by this tool.

#### Control Power Information

Power Info	
Control Power Status:	Satisfied by Control Power Wizard
Power Supply:	1606-XLB240E
Power Used:	26400 mW
Dimension Details ( 1606-XLB240E )	
Height	124.00 mm (4.88 inches)
Width	49.00 mm (1.93 inches)
Depth	124.00 mm (4.88 inches)

#### Backplane Power Information

5069-L320ER	
MOD Power Used:	825 mA



MOD Power Remaining:	9175 mA
SA Power Used:	660 mA
SA Power Remaining:	9340 mA

### Field Power Information

Field Power Status:	Not Satisfied by Field Power
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### Network Connectivity

5069-L320ER (slot 0)	Connected to Switch PLC4/Switch001
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### Advanced Communication Details

Controllers	
PLC4 / 0 / 5069-L320ER (slot 0)	
Nodes	
EtherNet/IP Nodes	
Remaining	
Memory	
Used	202 KB
Available	2.0 MB
Remaining	1.8 MB
Communication Modules	
PLC4 / 0 / 5069-L320ER (embedded – Dual-IP) -- Includes: A1 [10.0.2.4] (connected to: Switch PLC4 / Switch001)	
Motion Packets per Second (PPS)	
I/O Packets per Second (PPS)	
HMI Packets per Second (PPS)	
Utilization	0.9%
CIP Motion Pos Axes	0 (0 rem)

### Dimension Details ( 5069 Chassis )

Height	144.57 mm (5.69 inches)
Width	208.00 mm (8.19 inches)
Depth	137.00 mm (5.39 inches)

### 4.9.3 Layout Information:

Slot #	Catalog #	Additional Information
0	5069-L320ER	connected to network 'Switch001' at address 10.0.2.4
		not connected
0.1	5069-ECR	connected to network 'Switch001' at address 10.0.2.4

not connected

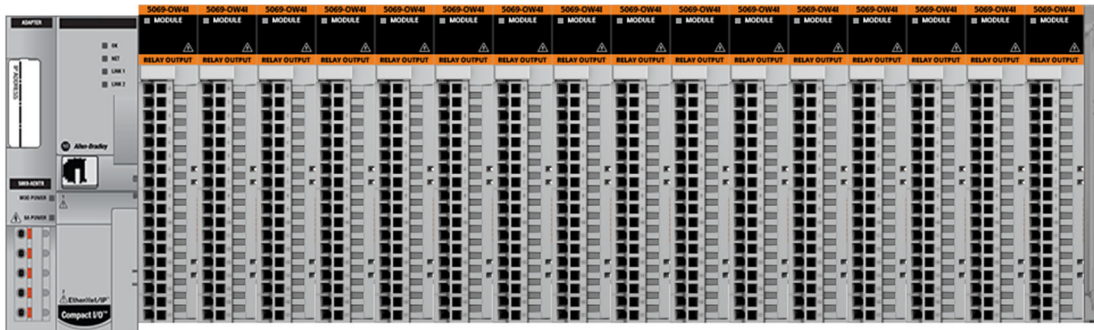
- N/A 5069-RTB64-SCREW
- 1 5069-IF8
- N/A 5069-RTB18-SCREW
- 2 5069-IF8
- N/A 5069-RTB18-SCREW
- 3 5069-IF8
- N/A 5069-RTB18-SCREW
- 4 5069-IF8
- N/A 5069-RTB18-SCREW
- 5 5069-OF8
- N/A 5069-RTB18-SCREW

**4.9.3.1 Product Dimension Units are in mm (Inches)**

Slot #	Catalog #	Height	Width	Depth
0	5069-L320ER	138.00(5.43)	98.00(3.86)	137.00(5.39)
1	5069-IF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
2	5069-IF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
3	5069-IF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
4	5069-IF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
5	5069-OF8	144.57(5.69)	22.00(0.87)	105.42(4.15)

**4.10 Platform 'PLC4 R1'**

**4.10.1 Graphics:**



**4.10.2 Performance Data:**

**Control Power Information**

Power Info	
Control Power Status:	Satisfied by Control Power Wizard
Power Supply:	1606-XLB240E
Power Used:	45440 mW
Dimension Details ( 1606-XLB240E )	
Height	124.00 mm (4.88 inches)
Width	49.00 mm (1.93 inches)
Depth	124.00 mm (4.88 inches)

### Backplane Power Information

5069-AENTR	
MOD Power Used:	1420 mA
MOD Power Remaining:	8360 mA
SA Power Used:	5 mA
SA Power Remaining:	9945 mA

### Field Power Information

Field Power Status:	Not Satisfied by Field Power
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### Network Connectivity

5069-AENTR (slot 0)	Connected to Switch PLC4/Switch001
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### Advanced Communication Details

Adapters	
PLC4 R1 / 0 / 5069-AENTR [10.0.2.5] (slot 0, connected to network: Switch PLC4)	
CIP Connections	1 (31 rem)
Rack Optimized Connections	0
Direct Connections	1
I/O Packets per Second (PPS)	400 (99600 rem)

### Dimension Details ( 5069 Chassis )

Height	144.57 mm (5.69 inches)
Width	408.00 mm (16.06 inches)
Depth	105.42 mm (4.15 inches)

#### 4.10.3 Layout Information:

Slot #	Catalog #	Additional Information
0	5069-AENTR	connected to network 'Switch001' at address 10.0.2.5
0.1	5069-ECR	connected to network 'Switch001' at address 10.0.2.5

N/A	5069-RTB5-SCREW
1	5069-OW4I
N/A	5069-RTB18-SCREW
2	5069-OW4I
N/A	5069-RTB18-SCREW
3	5069-OW4I
N/A	5069-RTB18-SCREW
4	5069-OW4I
N/A	5069-RTB18-SCREW
5	5069-OW4I
N/A	5069-RTB18-SCREW
6	5069-OW4I
N/A	5069-RTB18-SCREW
7	5069-OW4I
N/A	5069-RTB18-SCREW
8	5069-OW4I
N/A	5069-RTB18-SCREW
9	5069-OW4I
N/A	5069-RTB18-SCREW
10	5069-OW4I
N/A	5069-RTB18-SCREW
11	5069-OW4I
N/A	5069-RTB18-SCREW
12	5069-OW4I
N/A	5069-RTB18-SCREW
13	5069-OW4I
N/A	5069-RTB18-SCREW
14	5069-OW4I
N/A	5069-RTB18-SCREW
15	5069-OW4I
N/A	5069-RTB18-SCREW
16	5069-OW4I
N/A	5069-RTB18-SCREW

**4.10.3.1 Product Dimension      Units are in mm (Inches)**

Slot #	Catalog #	Height	Width	Depth
0	5069-AENTR	138.00(5.43)	56.00(2.20)	105.00(4.13)
1	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
2	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
3	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
4	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
5	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
6	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
7	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
8	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
9	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)

10	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
11	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
12	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
13	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
14	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
15	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)
16	5069-OW4I	144.57(5.69)	22.00(0.87)	105.42(4.15)

## 4.11 Platform 'PLC4 R2'

### 4.11.1 Graphics:



### 4.11.2 Performance Data:

#### Control Power Information

Power Info	
Control Power Status:	Satisfied by Control Power Wizard
Power Supply:	1606-XLB240E
Power Used:	35840 mW
Dimension Details ( 1606-XLB240E )	
Height	124.00 mm (4.88 inches)
Width	49.00 mm (1.93 inches)
Depth	124.00 mm (4.88 inches)

#### Backplane Power Information

5069-AENTR	
MOD Power Used:	1120 mA

MOD Power Remaining:	8660 mA
SA Power Used:	2885 mA
SA Power Remaining:	7065 mA

### Field Power Information

Field Power Status:	Not Required
---------------------	--------------

### Network Connectivity

5069-AENTR (slot 0)	Connected to Switch PLC4/Switch001
---------------------	------------------------------------

### Advanced Communication Details

Adapters	
PLC4 R2 / 0 / 5069-AENTR [10.0.2.6] (slot 0, connected to network: Switch PLC4)	
CIP Connections	2 (30 rem)
Rack Optimized Connections	0
Direct Connections	2
I/O Packets per Second (PPS)	800 (99200 rem)

### Dimension Details ( 5069 Chassis )

Height	144.57 mm (5.69 inches)
Width	320.00 mm (12.60 inches)
Depth	105.42 mm (4.15 inches)

#### 4.11.3 Layout Information:

Slot #	Catalog #	Additional Information
0	5069-AENTR	connected to network 'Switch001' at address 10.0.2.6
0.1	5069-ECR	connected to network 'Switch001' at address 10.0.2.6
N/A	5069-RTB5-SCREW	
1	5069-IA16	
N/A	5069-RTB18-SCREW	
2	5069-IA16	
N/A	5069-RTB18-SCREW	
3	5069-IA16	
N/A	5069-RTB18-SCREW	
4	5069-IA16	
N/A	5069-RTB18-SCREW	
5	5069-IA16	
N/A	5069-RTB18-SCREW	
6	5069-IA16	

N/A 5069-RTB18-SCREW  
 7 5069-IA16  
 N/A 5069-RTB18-SCREW  
 8 5069-IA16  
 N/A 5069-RTB18-SCREW  
 9 5069-IA16  
 N/A 5069-RTB18-SCREW  
 10 5069-IA16  
 N/A 5069-RTB18-SCREW  
 11 5069-IA16  
 N/A 5069-RTB18-SCREW  
 12 5069-IA16  
 N/A 5069-RTB18-SCREW

**4.11.3.1 Product Dimension Units are in mm (Inches)**

Slot #	Catalog #	Height	Width	Depth
0	5069-AENTR	138.00(5.43)	56.00(2.20)	105.00(4.13)
1	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
2	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
3	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
4	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
5	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
6	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
7	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
8	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
9	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
10	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
11	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
12	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)

# 5 Communication Details

## 5.1 Results

Controllers	
PLC1 / 0 / 5069-L320ER	

Nodes	Logic		Periodic Task Scan Time:	0.0 msec		
	EtherNet/IP Nodes:	2	Periodic Task Rung Capacity:	34994 rungs		
	Remaining:	38	Continuous Task Scan Time:	0.0 msec		
Memory	Used:	191 KB			Logix Controller Utilization:	0.0%
	Available:	2.0 MB			Comms Utilization (Motion and I/O):	1.0%
	Remaining:	1.8 MB			Comms Utilization (HMI):	0.0%
Comms Traffic:	Front Port		Backplane		Total	
	Motion & I/O Packets per Second (PPS):	1240	Motion & I/O Packets per Second (PPS):	0	Motion & I/O Packets per Second (PPS):	1240
	HMI Packets per Second (PPS):	0	HMI Packets per Second (PPS):	0	HMI Packets per Second (PPS):	0

PLC2 / 0 / 5069-L320ER	
------------------------	--

Nodes	Logic		Periodic Task Scan Time:	0.0 msec		
	EtherNet/IP Nodes:	2	Periodic Task Rung Capacity:	34994 rungs		
	Remaining:	38	Continuous Task Scan Time:	0.0 msec		
					Logix Controller Utilization:	0.0%



Memory

Used:	241 KB
Available:	2.0 MB
Remaining:	1.8 MB

Comms Utilization (Motion and I/O):	0.9%
Comms Utilization (HMI):	0.0%

Comms Traffic:

Front Port

Backplane

Total

Motion & I/O Packets per Second (PPS):	1200
HMI Packets per Second (PPS):	0

Motion & I/O Packets per Second (PPS):	0
HMI Packets per Second (PPS):	0

Motion & I/O Packets per Second (PPS):	1200
HMI Packets per Second (PPS):	0

PLC3 / 0 / 5069-L320ER

Nodes

Logic

Periodic Task Scan Time:	0.0 msec
--------------------------	----------

EtherNet/IP Nodes:	1
Remaining:	39

Periodic Task Rung Capacity:	34994 rungs
Continuous Task Scan Time:	0.0 msec

Memory

Used:	122 KB
Available:	2.0 MB
Remaining:	1.9 MB

Logix Controller Utilization:	0.0%
Comms Utilization (Motion and I/O):	0.3%
Comms Utilization (HMI):	0.0%

Comms Traffic:

Front Port

Backplane

Total

Motion & I/O Packets per Second (PPS):	400
HMI Packets per Second (PPS):	0

Motion & I/O Packets per Second (PPS):	0
HMI Packets per Second (PPS):	0

Motion & I/O Packets per Second (PPS):	400
HMI Packets per Second (PPS):	0

PLC4 / 0 / 5069-L320ER

Nodes

Logic

Periodic Task Scan Time:	0.0 msec
--------------------------	----------

EtherNet/IP Nodes: 2  
 Remaining: 38

Time: [Redacted]  
 Periodic Task Rung Capacity: 34994 rungs  
 Continuous Task Scan Time: 0.0 msec

Logix Controller Utilization: 0.0%  
 Comms Utilization (Motion and I/O): 0.9%  
 Comms Utilization (HMI): 0.0%

**Memory**

Used: 202 KB  
 Available: 2.0 MB  
 Remaining: 1.8 MB

**Comms Traffic:**

**Front Port**

**Backplane**

**Total**

Motion & I/O Packets per Second (PPS): 1200  
 HMI Packets per Second (PPS): 0

Motion & I/O Packets per Second (PPS): 0  
 HMI Packets per Second (PPS): 0

Motion & I/O Packets per Second (PPS): 1200  
 HMI Packets per Second (PPS): 0

**Communication Modules**

**PLC1 / 0 / 5069-L320ER (embedded – Dual-IP) -- Includes: A2 [10.0.2.4] (connected to: Switch PLC1 / Switch001)**

Motion and I/O Packets per Second (PPS):	1240	CIP Motion Pos Axes:	0 (max 0)	Motion & I/O Capacity Used:	1.0%
HMI Packets per Second (PPS):	0	CIP Motion Non-Pos Axes:	0 (max 0)	HMI Capacity Used:	0.0%
		Total Axes:	0 (max 256)		

**PLC2 / 0 / 5069-L320ER (embedded – Dual-IP) -- Includes: A2 [10.0.2.4] (connected to: Switch PLC2 / Switch001)**

Motion and I/O Packets per Second (PPS):	1200	CIP Motion Pos Axes:	0 (max 0)	Motion & I/O Capacity Used:	0.9%
HMI Packets per Second (PPS):	0	CIP Motion Non-Pos Axes:	0 (max 0)	HMI Capacity Used:	0.0%

Axes: 0 (max 256)

Total Axes: 0 (max 256)

PLC3 / 0 / 5069-L320ER (embedded – Dual-IP) -- Includes: A1 [10.0.2.4] (connected to: Switch PLC3 / Switch001)

Motion and I/O Packets per Second (PPS):

400

CIP Motion Pos Axes:

0 (max 0)

Motion & I/O Capacity Used:

0.3%

HMI Packets per Second (PPS):

0

CIP Motion Non-Pos Axes:

0 (max 0)

HMI Capacity Used:

0.0%

Total Axes: 0 (max 256)

PLC4 / 0 / 5069-L320ER (embedded – Dual-IP) -- Includes: A1 [10.0.2.4] (connected to: Switch PLC4 / Switch001)

Motion and I/O Packets per Second (PPS):

1200

CIP Motion Pos Axes:

0 (max 0)

Motion & I/O Capacity Used:

0.9%

HMI Packets per Second (PPS):

0

CIP Motion Non-Pos Axes:

0 (max 0)

HMI Capacity Used:

0.0%

Total Axes: 0 (max 256)

Adapters

PLC1 R1 / 0 / 5069-AENTR [10.0.2.5] (connected to: Switch PLC1 / Switch001)

CIP Connections: 2 (30 rem)

I/O Packets per Second (PPS): 420 (99580 rem)

Rack Optimized Connections: 0

Direct Connections: 2

PLC1 R2 / 0 / 5069-AENTR [10.0.2.6] (connected to: Switch PLC1 / Switch001)

CIP Connections: 3 (29 rem)

I/O Packets per Second (PPS): 820 (99180 rem)

Rack Optimized Connections: 0

Direct Connections: 3

PLC2 R1 / 0 / 5069-AENTR [10.0.2.5] (connected to: Switch PLC2 / Switch001)

CIP Connections: 1 (31 rem) I/O Packets per Second (PPS): 400 (99600 rem)  
Rack Optimized Connections: 0  
Direct Connections: 1

PLC2 R2 / 0 / 5069-AENTR [10.0.2.6] (connected to: Switch PLC2 / Switch001)

CIP Connections: 2 (30 rem) I/O Packets per Second (PPS): 800 (99200 rem)  
Rack Optimized Connections: 0  
Direct Connections: 2

PLC3 R1 / 0 / 5069-AENTR [10.0.2.5] (connected to: Switch PLC3 / Switch001)

CIP Connections: 1 (31 rem) I/O Packets per Second (PPS): 400 (99600 rem)  
Rack Optimized Connections: 0  
Direct Connections: 1

PLC4 R1 / 0 / 5069-AENTR [10.0.2.5] (connected to: Switch PLC4 / Switch001)

CIP Connections: 1 (31 rem) I/O Packets per Second (PPS): 400 (99600 rem)  
Rack Optimized Connections: 0  
Direct Connections: 1

PLC4 R2 / 0 / 5069-AENTR [10.0.2.6] (connected to: Switch PLC4 / Switch001)

CIP Connections: 2 (30 rem) I/O Packets per Second (PPS): 800 (99200 rem)  
Rack Optimized Connections: 0  
Direct Connections: 2

Networks

Switch PLC1

Highest Ethernet Media Utilization: 2.3%

Switch PLC2

Highest Ethernet Media Utilization: 2.0%

Switch PLC3

Highest Ethernet Media Utilization: 0.7%

Switch PLC4

Highest Ethernet Media Utilization: 2.5%

## 5.2 I/O


Slot	Catalog Number	Controller Assignment	Communication Module Assignment	RPI	Security	Safety	Connection Type
Chassis: PLC1							
0	5069-L320ER						
0	5069-L320ER - A2 [10.0.2.4]						
1	5069-IF8	PLC1 / 0 / 5069-L320ER	< backplane >	100			Connection: Data with Calibration, Input Data: Analog Data
2	5069-OF8	PLC1 / 0 / 5069-L320ER	< backplane >	80			Connection: Data with Calibration, Output Data: Analog Data
3	5069-OW4I	PLC1 / 0 / 5069-L320ER	< backplane >	5			Connection: Data
4	5069-OW4I	PLC1 / 0 / 5069-L320ER	< backplane >	5			Connection: Data
5	5069-OW4I	PLC1 / 0 / 5069-L320ER	< backplane >	5			Connection: Data
6	5069-OW4I	PLC1 / 0 / 5069-L320ER	< backplane >	5			Connection: Data
	5069-FPD	Does not support communication					
7	5069-IA16	PLC1 / 0 / 5069-L320ER	< backplane >	5			Connection: Data
8	5069-IA16	PLC1 / 0 / 5069-L320ER	< backplane >	5			Connection: Data
9	5069-IA16	PLC1 / 0 / 5069-L320ER	< backplane >	5			Connection: Data
Chassis: PLC1 R1							
0	5069-AENTR [10.0.2.5]						
1	5069-IF8	PLC1 / 0 / 5069-L320ER	PLC1 / 0 / 5069-L320ER - A2 [10.0.2.4]	100			Connection: Data with Calibration,

Slot	Catalog Number	Controller Assignment	Communication Module Assignment	RPI	Security	Safety	Connection Type
							Input Data: Analog Data
2	5069-OW4I	PLC1 / 0 / 5069-L320ER	PLC1 / 0 / 5069-L320ER - A2 [10.0.2.4]	5			Connection: Data
3	5069-OW4I	PLC1 / 0 / 5069-L320ER	PLC1 / 0 / 5069-L320ER - A2 [10.0.2.4]	5			Connection: Data
4	5069-OW4I	PLC1 / 0 / 5069-L320ER	PLC1 / 0 / 5069-L320ER - A2 [10.0.2.4]	5			Connection: Data
5	5069-OW4I	PLC1 / 0 / 5069-L320ER	PLC1 / 0 / 5069-L320ER - A2 [10.0.2.4]	5			Connection: Data
6	5069-OW4I	PLC1 / 0 / 5069-L320ER	PLC1 / 0 / 5069-L320ER - A2 [10.0.2.4]	5			Connection: Data
7	5069-OW4I	PLC1 / 0 / 5069-L320ER	PLC1 / 0 / 5069-L320ER - A2 [10.0.2.4]	5			Connection: Data
8	5069-OW4I	PLC1 / 0 / 5069-L320ER	PLC1 / 0 / 5069-L320ER - A2 [10.0.2.4]	5			Connection: Data
9	5069-OW4I	PLC1 / 0 / 5069-L320ER	PLC1 / 0 / 5069-L320ER - A2 [10.0.2.4]	5			Connection: Data
10	5069-OW4I	PLC1 / 0 / 5069-L320ER	PLC1 / 0 / 5069-L320ER - A2 [10.0.2.4]	5			Connection: Data
11	5069-OW4I	PLC1 / 0 / 5069-L320ER	PLC1 / 0 / 5069-L320ER - A2 [10.0.2.4]	5			Connection: Data
	5069-FPD	Does not support communication					
12	5069-IA16	PLC1 / 0 / 5069-L320ER	PLC1 / 0 / 5069-L320ER - A2 [10.0.2.4]	5			Connection: Data
13	5069-IA16	PLC1 / 0 / 5069-L320ER	PLC1 / 0 / 5069-L320ER - A2 [10.0.2.4]	5			Connection: Data
14	5069-IA16	PLC1 / 0 / 5069-L320ER	PLC1 / 0 / 5069-L320ER - A2	5			Connection: Data

Slot	Catalog Number	Controller Assignment	Communication Module Assignment	RPI	Security	Safety	Connection Type
			[10.0.2.4]				
Chassis: PLC1 R2							
0	5069-AENTR [10.0.2.6]						



**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	4.5	Resolution No. 24-23 A Resolution to Increase Water Operations Appropriation for the Water Treatment Plant Programmable Logic Controller (PLC) and Supervisory Control and Data Acquisition Upgrade and Authorize the City Manager to enter into a Contract with TAG
	<b>Agenda Type:</b>	
	Consent	
	<b>Meeting Date:</b>	
August 19, 2024		
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Brad Jensen	Kathleen Zaragoza Macy Mulholland	Cory Misley

Recommendation:

Adopt Resolution 24-23 to increase water operations appropriation for the Water Treatment Plant Programmable Logic Controller (PLC) and Supervisory Control and Data Acquisition upgrade and authorize the City Manager to enter into a contract with TAG.

Background:

At the June 17, 2024, City Council meeting, the 2024-2025 FY budget was adopted and included a \$100,000 request for the upgrade. After further review with TAG, it was found that the outdated system needed more upgrades than anticipated. The revised cost estimate is \$125,502 and an additional \$25,000 for contingency for the project. This will bring the total cost to \$150,502.

Budget Impact	Fiscal Year	Funding Source
\$50,502	2024-2025	Sewer Fund

Attachments:

- 1) Resolution 24-23
- 2) TAG Scope and Quote
- 3) TAG Project Documentation

**CITY OF SILVERTON**  
**RESOLUTION**  
**24-23**

**A RESOLUTION OF THE SILVERTON CITY COUNCIL TO TRANSFER FUNDS DUE TO UNFORESEEN EXPENDITURES TO INCREASE APPROPRIATIONS FOR THE WATER PLANT PLC/SCADA UPGRADE**

**WHEREAS** certain expenditures could not be foreseen such as the need for actual cost to upgrade the supervisory control and data acquisition (SCADA) and the programmable logic controllers (PLC's) and;

**WHEREAS** Local Budget Law, ORS 294.463, authorizes the transfer of funds in these situations.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SILVERTON, AS FOLLOWS:**

Section 1: The following transfers and appropriations are made:

<u>WATER FUND</u>	<u>Increase</u>	<u>Decrease</u>
Expenditures		
Operations		
Capital Outlay		
040-040-81003 Capital - Replacement	\$50,502	
Unallocated		
Contingency & Reserves		
040-001-90001 Contingency		\$50,502

Section 2: That this resolution is and shall be effective after its passage by the City Council. Resolution adopted by the City Council of the City of Silverton, this 19th day of August 2024.

ATTEST

\_\_\_\_\_  
Mayor, City of Silverton  
Jason Freiling

\_\_\_\_\_  
City Manager/Recorder, City of Silverton  
Cory Misley

# QUOTE

#240622G  
July 22, 2024

Brad Jensen  
Water Quality Division Supervisor

RE: Silverton WTP - PLC Upgrade

### Project Scope:

TAG is providing a Quote to provide and install a plant upgrade of the below listed PLC Systems.

### Materials

- AB Compact 5069 series PLC Components for each PLC System
  - PLC New Plant Main
  - PLC2 Old Plant Main
  - PLC2 Old Plant Remote 1
  - Rockwell Software
    - Studio 5000 (RSLogix 5000) For programming PLC

### Tasks:

- PLC Program Conversion
- SCADA Program connection to new PLCs
- Electrical installation of all new equipment listed above during shutdown
- Site Startup of each system
- Training

### Clarification/Exclusions:

- TAG's Labor Pricing is not affected by the National Supply Chain Shortages, but due to Vendors rapidly increasing material prices, we may need to reprice some materials at time of order.
- Lead Times for specific materials are very unpredictable at this time and cannot be verified until orders are placed. We are also seeing some items slipping from the predicted delivery dates after order by a few weeks and also seeing some items showing up early. TAG will track progress on orders and provide updates.
- Payments with Credit Cards will have additional charges added to the price below based on the current % rate of the processor.

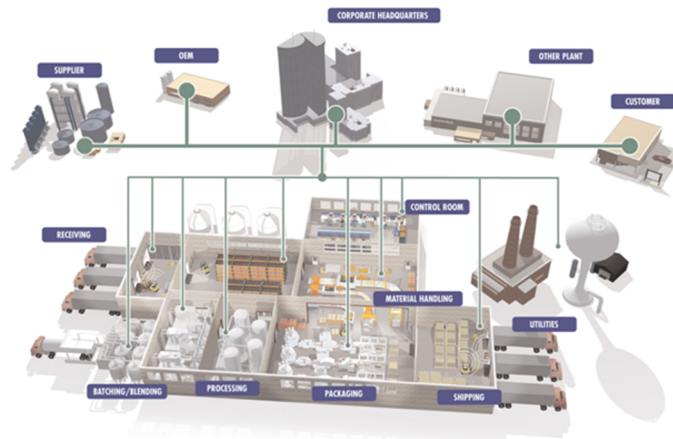
Price.....\$125,502.00

Thank you,  
*Gary Jenks*  
Gary Jenks  
(541) 912-3766  
gjenks@tag-inc.us

TAG standard terms apply

# Integrated Architecture Builder

## Silverton WTP PLC Upgrades



## Project Documentation

Reference

Version

**Friday, June 21, 2024 - 19:38**

The Automation Group, Inc.

Gary Jenks

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# 1 Overview of Project 'Silverton\_WTP\_\_PLC\_Upgrades'

## 1.1 IAB Software Information:

Integrated Architecture Builder software is a tool designed to assist you in defining an automation configuration. While Integrated Architecture Builder Software has been designed and tested for accuracy and Bill of Material completeness, the underlying variables and assumptions of the tool may cause actual results to vary from expected results. Users of Integrated Architecture Builder software must independently determine to their own satisfaction the applicability of the resulting configuration and must assume responsibility for the use of the resulting configuration and bill of material. Integrated Architecture Builder software provides informational data on expected performance results. Rockwell Automation is not liable for the correctness of this data.

### **Processor Checks:**

The Processor Chassis Checkers check the processor and any associated I/O and devices. The checker examines power consumption of all chassis, estimates memory requirements for the processor(s), and counts connections for the Processor and any local communication modules necessary to handle the network bandwidth. Any device that is "owned" by this processor will be accounted for when performing the check.

### **ControlNet Network Checks:**

The ControlNet Wizard checks the device connections, network cabling components, and additional performance information about the network. Given certain information about device connectivity to processors and basic network setup information, the ControlNet wizard will check details on scheduled and unscheduled bandwidth, propagation delay, and Network Update Time. Results are based on approximate

### **DeviceNet Network Checks:**

The DeviceNet Wizard checks the device connections and network cabling (trunk, taps and drops). It also verifies correct network sizing (power consumption, maximum length and Baud rate).

### **EtherNet Network Checks:**

The EtherNet Wizard checks the device connections, network cabling components, and additional performance information about the network. Given certain information about device connectivity to processors and basic network setup information, the EtherNet wizard will check details on CIP / TCP connections, I/O packets per second, and HMI packets per seconds.

## 1.2 Integrated Architecture

### The Convergence of Control and Information for Plantwide Optimization

The Rockwell Automation Integrated Architecture™ system helps you to build a business in which information flows across your organization so you can better address key market challenges:

- **Productivity**

Improve **PRODUCTIVITY** with better asset utilization and system performance.

- Develop a standard set of engineering objects you can use across all of your applications
- Merge the production floor with the enterprise system to improve data flow and make faster, more informed business decisions
- Improve uptime, increase speed and simplify integration using intelligent devices
- Take advantage of a single network infrastructure

- **Innovation**

Cultivate **INNOVATION** with increased system flexibility and technical risk mitigation.

- Invest less time in development so that you can spend more time creating new intellectual property
- Quickly make production changes to better meet market demands
- Mix industrial, business and commercial technologies to solve business challenges in new ways
- Share best practices

- **Globalization**

Promote **GLOBALIZATION** with easy access to actionable, plantwide information.

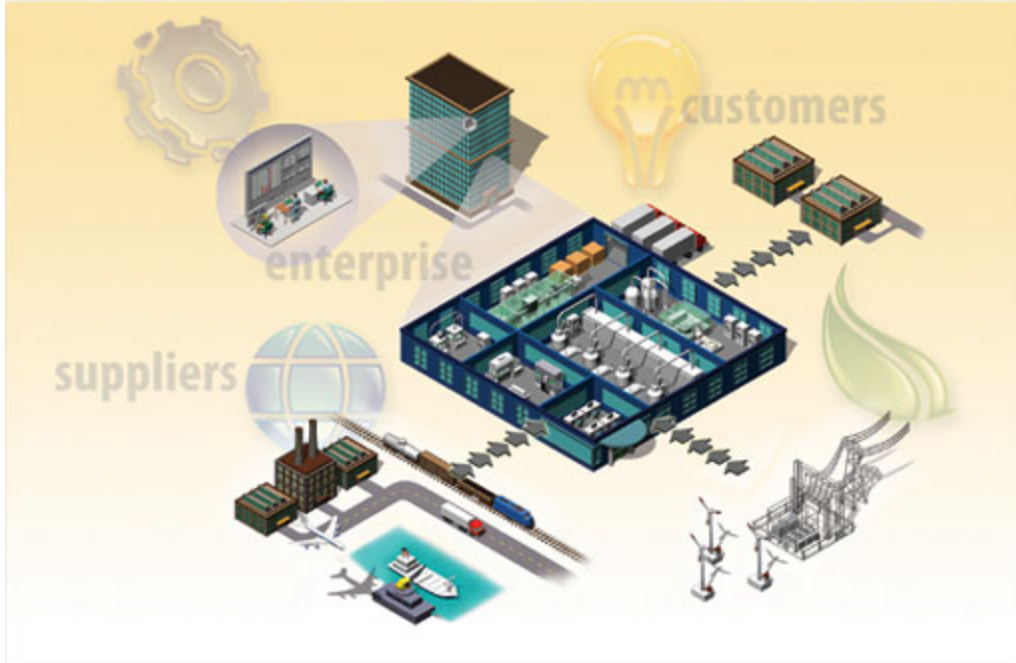
- Easily extract, share and use information across your enterprise and around the world directly from manufacturing assets like your controllers
- Track your manufacturing assets on a global basis
- Take advantage of a single, global standard

- **Sustainability**

Support **SUSTAINABILITY** with extended product lifecycles and better asset utilization.

- Reduce waste by specifying a system in a footprint that meets your needs
- Reduce energy costs by eliminating the need to "over-design"
- Streamline required assets and simultaneously reduce storage, energy costs, and waste materials





How does the Integrated Architecture system accomplish this? By leveraging exceptional, industry-leading features that include:

- **Multiple Disciplines** — Functionality for a full range of automation applications with common equipment and standards
- **Scalable Dimensions** — Offerings that are right-sized by product, architecture and core multiple discipline functionality
- **EtherNet/IP** — A single network of IT-friendly Ethernet for information, I/O and motion
- **Real-Time Information** — Live data and open access throughout your power and control system, enterprise and supply chain
- **Knowledge Integration** — Premier integration of device and system to maximize and secure your intellectual property

The Integrated Architecture system provides the foundation to drive plantwide optimization efficiently and effectively, helping companies to respond competitively to the economy and changes in consumer demand.

### 1.3 Project's System List

*This Project contains the following Systems:*

### 1.4 Project Errors/Warnings

With IAB implemented rules, project general status is OK.

### 1.5 Project's hardware platforms list

*This Project contains the following Hardware platforms:*

<b><i>HW Platform Type</i></b>	<b><i>HW Platform Name</i></b>
5069 Compact I/O	PLC New Plant
5069 Compact I/O	PLC Old Plant
5069 Compact I/O	PLC Old Plant R1

## 1.6 Architecture View



## 2 Bill of Materials

The list prices shown in this tool are reference points used by your distributor or Rockwell Automation to calculate your extended net prices and do not include applicable discounts and taxes. To obtain your extended net pricing for products, contact Rockwell Automation or your authorized distributor.

### 2.1 Consolidated BOM

Qty	Catalog #	Description
2	5069-L320ER	CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
2	5069-RTB64-SCREW	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR. Contains both 4 and 6 pin Screw type RTB
4	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
17	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
2	5069-FPD	5069 Compact I/O Field Potential Distributor Module
2	5069-RTB6-SCREW	5069 Compact I/O 6 pin Screw type RTB packed kit
6	5069-OW16	5069 Compact I/O 16 Channel Normally Open Individually Non Isolated type Relay Output Module, 2 tier fault mode, hold last state
5	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
2	5069-OF8	5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
1	5069-AENTR	5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules, IP address rotary switch (last Octal)
1	5069-RTB5-SCREW	Power terminal RTB kit for 5069-AENTR.
1	9324C-RLDT11	ESD -Studio 5000 Lite 1 yr Subscription with 8-5, M-F Support

### 2.2 Positional BOM

Pos/Slot	Catalog #	Description
		<b>Hardware</b>
		<b>PLC New Plant</b>
0	5069-L320ER	CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
0.1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
N/A	5069-RTB64-SCREW	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR. Contains both 4 and 6 pin Screw type RTB
1	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
N/A	5069-FPD	5069 Compact I/O Field Potential Distributor Module
N/A	5069-RTB6-SCREW	5069 Compact I/O 6 pin Screw type RTB packed kit
2	5069-OW16	5069 Compact I/O 16 Channel Normally Open

		Individually Non Isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
3	5069-OW16	5069 Compact I/O 16 Channel Normally Open Individually Non Isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
4	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
5	5069-OF8	5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
		<b>PLC Old Plant</b>
0	5069-L320ER	CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
0.1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
N/A	5069-RTB64-SCREW	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR. Contains both 4 and 6 pin Screw type RTB
1	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
2	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
3	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
N/A	5069-FPD	5069 Compact I/O Field Potential Distributor Module
N/A	5069-RTB6-SCREW	5069 Compact I/O 6 pin Screw type RTB packed kit
4	5069-OW16	5069 Compact I/O 16 Channel Normally Open Individually Non Isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
5	5069-OW16	5069 Compact I/O 16 Channel Normally Open Individually Non Isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
6	5069-OW16	5069 Compact I/O 16 Channel Normally Open Individually Non Isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
7	5069-OW16	5069 Compact I/O 16 Channel Normally Open Individually Non Isolated type Relay Output Module, 2 tier fault mode, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
		<b>PLC Old Plant R1</b>

0	5069-AENTR	5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules, IP address rotary switch (last Octal)
0.1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
N/A	5069-RTB5-SCREW	Power terminal RTB kit for 5069-AENTR.
1	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
2	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
3	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
4	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
5	5069-OF8	5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
N/A	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
		<b>Rockwell Software</b>
		<b>DesignSuite</b>
N/A	9324C-RLDT11	ESD -Studio 5000 Lite 1 yr Subscription with 8-5, M-F Support

## 2.3 Organized BOM

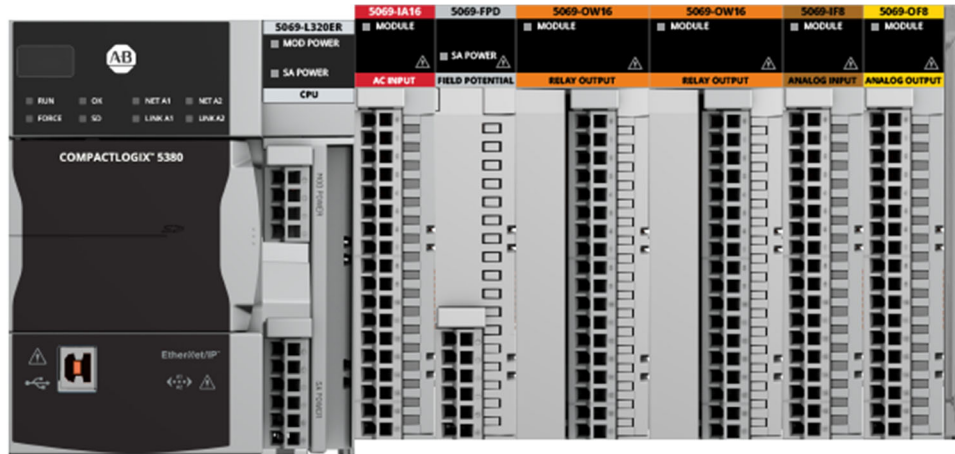
Qty	Catalog #	Description
		<b>Hardware</b>
		<b>PLC New Plant</b>
1	5069-L320ER	CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
1	5069-RTB64-SCREW	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR. Contains both 4 and 6 pin Screw type RTB
1	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
5	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
1	5069-FPD	5069 Compact I/O Field Potential Distributor Module
1	5069-RTB6-SCREW	5069 Compact I/O 6 pin Screw type RTB packed kit

2	5069-OW16	5069 Compact I/O 16 Channel Normally Open Individually Non Isolated type Relay Output Module, 2 tier fault mode, hold last state
1	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
1	5069-OF8	5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
		<b>PLC Old Plant</b>
1	5069-L320ER	CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
1	5069-RTB64-SCREW	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR. Contains both 4 and 6 pin Screw type RTB
3	5069-IA16	5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
7	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
1	5069-FPD	5069 Compact I/O Field Potential Distributor Module
1	5069-RTB6-SCREW	5069 Compact I/O 6 pin Screw type RTB packed kit
4	5069-OW16	5069 Compact I/O 16 Channel Normally Open Individually Non Isolated type Relay Output Module, 2 tier fault mode, hold last state
		<b>PLC Old Plant R1</b>
1	5069-AENTR	5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules, IP address rotary switch (last Octal)
1	5069-ECR	Includes (1) 5069-ECR: 5069 End cap
1	5069-RTB5-SCREW	Power terminal RTB kit for 5069-AENTR.
4	5069-IF8	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
5	5069-RTB18-SCREW	5069 Compact I/O 18 pins Screw type terminal block kit
1	5069-OF8	5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
		<b>Rockwell Software</b>
		<b>DesignSuite</b>
1	9324C-RLDT11	ESD -Studio 5000 Lite 1 yr Subscription with 8-5, M-F Support

### 3 Hardware Platforms

#### 3.1 Platform 'PLC New Plant'

##### 3.1.1 Graphics:



##### 3.1.2 Performance Data:

###### Processor Checker Info:

1. Please Note: This controller is coded using v31 (40 nodes) EtherNet/IP node limits for its IAB rule checking. If using a different version, then you must manually determine if you are over the limit by using 5069-TD002-EN-P.
2. Dimensions are only provided on the chassis, chassis power supply and modules in the chassis. Space / dimensions for external power supplies (1606), conversion hardware, cables, and cable bend radius is not provided by this tool.

###### Control Power Information

Power Info	
Control Power Status:	Not Satisfied by Control Power

###### Backplane Power Information

5069-L320ER	
MOD Power Used:	825 mA
MOD Power Remaining:	9175 mA



SA Power Used:	250 mA
SA Power Remaining:	9750 mA
5069-FPD	
SA Power Used:	650 mA
SA Power Remaining:	9350 mA

### Field Power Information

Field Power Status:	Not Satisfied by Field Power
---------------------	------------------------------

### Dimension Details ( 5069 Chassis )

Height	144.57 mm (5.69 inches)
Width	258.00 mm (10.16 inches)
Depth	137.00 mm (5.39 inches)

### 3.1.3 Layout Information:

Slot #	Catalog #	Additional Information
0	5069-L320ER	not connected
		not connected
0.1	5069-ECR	not connected
		not connected
N/A	5069-RTB64-SCREW	
1	5069-IA16	
N/A	5069-RTB18-SCREW	
N/A	5069-FPD	not connected
N/A	5069-RTB6-SCREW	
2	5069-OW16	
N/A	5069-RTB18-SCREW	
3	5069-OW16	
N/A	5069-RTB18-SCREW	
4	5069-IF8	
N/A	5069-RTB18-SCREW	
5	5069-OF8	
N/A	5069-RTB18-SCREW	

#### 3.1.3.1 Product Dimension

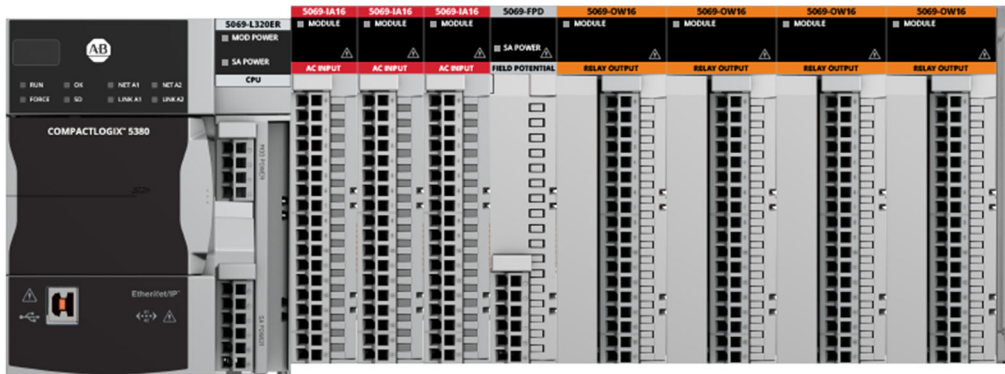
Units are in mm (Inches)

Slot #	Catalog #	Height	Width	Depth
0	5069-L320ER	138.00(5.43)	98.00(3.86)	137.00(5.39)
1	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
N/A	5069-FPD	144.57(5.69)	22.00(0.87)	105.42(4.15)
2	5069-OW16	144.57(5.69)	36.00(1.42)	105.42(4.15)

3	5069-OW16	144.57(5.69)	36.00(1.42)	105.42(4.15)
4	5069-IF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
5	5069-OF8	144.57(5.69)	22.00(0.87)	105.42(4.15)

### 3.2 Platform 'PLC Old Plant'

#### 3.2.1 Graphics:



#### 3.2.2 Performance Data:

##### Processor Checker Info:

1. Please Note: This controller is coded using v31 (40 nodes) EtherNet/IP node limits for its IAB rule checking. If using a different version, then you must manually determine if you are over the limit by using 5069-TD002-EN-P.
2. Dimensions are only provided on the chassis, chassis power supply and modules in the chassis. Space / dimensions for external power supplies (1606), conversion hardware, cables, and cable bend radius is not provided by this tool.

##### Control Power Information

Power Info	
Control Power Status:	Not Satisfied by Control Power

##### Backplane Power Information

5069-L320ER	
MOD Power Used:	975 mA
MOD Power Remaining:	9025 mA
SA Power Used:	730 mA
SA Power Remaining:	9270 mA

5069-FPD	
SA Power Used:	600 mA
SA Power Remaining:	9400 mA

### Field Power Information

Field Power Status:	Not Satisfied by Field Power
---------------------	------------------------------

### Dimension Details ( 5069 Chassis )

Height	144.57 mm (5.69 inches)
Width	330.00 mm (12.99 inches)
Depth	137.00 mm (5.39 inches)

### 3.2.3 Layout Information:

Slot #	Catalog #	Additional Information
0	5069-L320ER	not connected
		not connected
0.1	5069-ECR	not connected
		not connected
N/A	5069-RTB64-SCREW	
1	5069-IA16	
N/A	5069-RTB18-SCREW	
2	5069-IA16	
N/A	5069-RTB18-SCREW	
3	5069-IA16	
N/A	5069-RTB18-SCREW	
N/A	5069-FPD	not connected
N/A	5069-RTB6-SCREW	
4	5069-OW16	
N/A	5069-RTB18-SCREW	
5	5069-OW16	
N/A	5069-RTB18-SCREW	
6	5069-OW16	
N/A	5069-RTB18-SCREW	
7	5069-OW16	
N/A	5069-RTB18-SCREW	

#### 3.2.3.1 Product Dimension

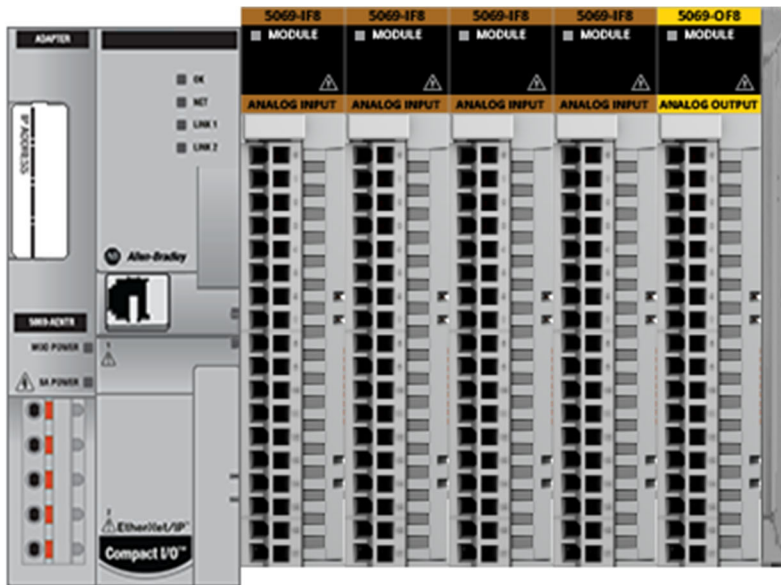
Units are in mm (Inches)

Slot #	Catalog #	Height	Width	Depth
0	5069-L320ER	138.00(5.43)	98.00(3.86)	137.00(5.39)
1	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)

2	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
3	5069-IA16	144.57(5.69)	22.00(0.87)	105.42(4.15)
N/A	5069-FPD	144.57(5.69)	22.00(0.87)	105.42(4.15)
4	5069-OW16	144.57(5.69)	36.00(1.42)	105.42(4.15)
5	5069-OW16	144.57(5.69)	36.00(1.42)	105.42(4.15)
6	5069-OW16	144.57(5.69)	36.00(1.42)	105.42(4.15)
7	5069-OW16	144.57(5.69)	36.00(1.42)	105.42(4.15)

### 3.3 Platform 'PLC Old Plant R1'

#### 3.3.1 Graphics:



#### 3.3.2 Performance Data:

##### Control Power Information

Power Info	
Control Power Status:	Not Satisfied by Control Power

##### Backplane Power Information

5069-AENTR	
------------	--

MOD Power Used:	595 mA
MOD Power Remaining:	9185 mA
SA Power Used:	655 mA
SA Power Remaining:	9295 mA

### Field Power Information

Field Power Status:	Not Satisfied by Field Power
---------------------	------------------------------

### Dimension Details ( 5069 Chassis )

Height	144.57 mm (5.69 inches)
Width	166.00 mm (6.54 inches)
Depth	105.42 mm (4.15 inches)

### 3.3.3 Layout Information:

Slot #	Catalog #	Additional Information
0	5069-AENTR	not connected
0.1	5069-ECR	not connected
N/A	5069-RTB5-SCREW	
1	5069-IF8	
N/A	5069-RTB18-SCREW	
2	5069-IF8	
N/A	5069-RTB18-SCREW	
3	5069-IF8	
N/A	5069-RTB18-SCREW	
4	5069-IF8	
N/A	5069-RTB18-SCREW	
5	5069-OF8	
N/A	5069-RTB18-SCREW	

#### 3.3.3.1 Product Dimension

Units are in mm (Inches)

Slot #	Catalog #	Height	Width	Depth
0	5069-AENTR	138.00(5.43)	56.00(2.20)	105.00(4.13)
1	5069-IF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
2	5069-IF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
3	5069-IF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
4	5069-IF8	144.57(5.69)	22.00(0.87)	105.42(4.15)
5	5069-OF8	144.57(5.69)	22.00(0.87)	105.42(4.15)

## 4 Communication Details

### 4.1 Results

Controllers
Communication Modules
Adapters
Networks

## 4.2 I/O

Slot	Catalog Number	Controller Assignment	Communication Module Assignment	RPI	Security	Safety	Connection Type
------	----------------	-----------------------	---------------------------------	-----	----------	--------	-----------------

### 4.3 HMI

Con n	Catalog Number	Controller Assignment	Comm Module Assignment	Security	# CIP Connecti ons	# of Tags (Standar d)	# of Tags (String)	Scan Rate (ms)
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## 4.4 Produced/Consumed Tags

Producing Controller	Producer Comm Assignment	Consuming Controller	Consumer Comm Assignment	Size (bytes)	RP (ms)	Security	Safety
----------------------	--------------------------	----------------------	--------------------------	--------------	---------	----------	--------

## 4.5 Motion

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## 4.6 Logic

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## 4.7 Warnings

I/O Devices

<no warnings>

HMI Devices

<no warnings>

Produced/ConsumedTags


<no warnings>

Networks

<no warnings>

## **5 Appendix:**

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	5.1	Overview of Portland General Electric (PGE) Franchise and Right of Way Agreements between the City of Silverton and PGE
	<b>Agenda Type:</b>	
	Discussion	
<b>Meeting Date:</b>		
	August 19, 2024	
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Cory Misley	Kathleen Zaragoza Macy Mulholland	Cory Misley

Background:

The City of Silverton and Portland General Electric (PGE) renewed their franchise agreement for electric and light service in 2014 for a term of ten years. The City and PGE have begun initial conversations regarding the extension of this franchise agreement. PGE provided its comments to the City on August 14, 2024. Prior to that, the understanding was that both parties would agree to extend the terms and conditions in essentially their existing form.

At the September 8, 2014, City Council meeting the Council adopted Ordinance 14-07 which provided an additional 1.5% on PGE gross revenues to bring the amount paid by PGE in line with what other franchisees were paying. This 1.5% is a privilege tax and is in addition to the 3.5% franchise fee paid according to Resolution 14-41. The main difference is that the privilege tax is paid quarterly, and the franchise fee is paid once a year.

The anticipated timeline is that a new franchise agreement would be approved before the end of September, subject to negotiation of the proposed changes to the terms and conditions.

Budget Impact	Fiscal Year	Funding Source
NA	2024-2025	NA

Attachments:

1. PGE Comments Regarding Franchise Agreement Language
2. Resolution 14-41 PGE Franchise Agreement (\*For Reference Only)
3. Ordinance 14-07 Privilege Tax for use of City Right of Ways (\*For Reference Only)

#### FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is made and entered into by and between the City of Silverton, an Oregon municipal corporation ("City") and Portland General Electric Company, a corporation ("Grantee").

**WHEREAS**, Grantee has been providing electric light and power service within the City; and

**WHEREAS**, Grantee is duly authorized by the Oregon Public Utility Commission ("OPUC") to supply electric light and power within the City; and

**WHEREAS**, the City has the authority to regulate the use of the Public ROW (as defined below) within the City and to receive compensation for the use of the Public ROW; and

**WHEREAS**, the City and Grantee both desire Grantee to continue to be able to provide electric service within the City and to establish the terms by which Grantee shall use and occupy the Public ROW;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

#### **SECTION 1. NATURE AND TERM OF FRANCHISE.**

**(A)** The City hereby grants to Grantee and its successors and assigns, subject to the terms and conditions in this Franchise, a nonexclusive franchise to place, install, repair, maintain, upgrade and operate Grantee's Electric Light and Power System (as hereinafter defined) within the City as it now exists or may be extended in the future, upon, over, along, and across the surface of and the space above and below the streets, alleys, roads, highways, sidewalks, bridges, and other public ways over which the City has jurisdiction, as well as Public Utility Easements on third party property on which a preliminary subdivision plat has been approved by the City, and which will be managed by the City thereafter ("PUEs"), (collectively, "Public ROW") for the provision of utility services within the City as Grantee's Electric Light and Power System now exists or is extended or upgraded in the future. The Franchise permits use of the Public ROW only to the extent of the City's right, title, interest and authority to grant a franchise to occupy and use such areas for electric facilities. Nothing in this Franchise limits the City from granting others the right to carry on activities similar to, or different from the ones described in this Franchise. The rights granted herein do not include the right to build or site electric generating facilities in the Public ROW.

**(B) Existing facilities.** All Grantee Facilities in possession of Grantee as of the Effective Date or during the Term (as defined in Section 1(C)) that are located within the Public ROW are covered by this Franchise and are hereby approved for the purposes of this Franchise, subject to Grantee's acknowledgement that the City has not inventoried or evaluated Grantee Facilities to ensure their compliance with applicable local, state and federal laws, regulations and orders. The City may require relocation of Grantee Facilities as further specified in Section 8. This Agreement also includes the privilege to repair, maintain, upgrade and operate Grantee Facilities located in City park property that are existing as of the Effective Date of this Agreement. Installation of Grantee Facilities in City park property on or after the Effective Date of this Agreement, and to repair, maintain, upgrade and operate such after-installed Grantee Facilities, shall be subject to separate written permission from the City. With respect to Grantee Facilities located in City park property existing as of the Effective Date of this Agreement, City park property shall be treated the same as the Public ROW for purposes of Sections 4(C), 4(D), 5, 6, 7 and 8 herein.

**(C) Term.** The effective date of this Franchise shall be September 13, 2024 (the "Effective Date"), and shall expire 10 years after the Effective Date, unless renegotiated or terminated as provided herein ("Term"). Upon becoming effective, this Franchise shall supersede and replace any and all other franchise agreements that may be or have been in place between Grantee and the City as of or prior to the Effective Date.

**SECTION 2. PERFORMANCE.** Except as provided elsewhere in this Agreement, during the Term, Grantee agrees to comply with all lawful terms and conditions of the Charter of the City of Silverton and general ordinance provisions passed pursuant thereto existing as of the effective date of this Agreement or hereafter enacted. All work performed under the terms of this Franchise, including work performed by Grantee, the City, or under the City's direction shall comply with the requirements of the NESC and Grantee's construction and operating standards in effect at the time of installation. Nothing in this Franchise shall be deemed to waive the requirements of the various codes and ordinances of the City regarding permits, fees to be paid that are generally applicable to other similar businesses operating within the City, or the manner of construction. Should there be a direct conflict between any terms or conditions stated in a permit granted by the City and the terms of this Franchise, the terms of this Franchise shall control.

**SECTION 3. DEFINITIONS.**

**(A) Captions.** Throughout this Franchise, captions to sections are intended solely to facilitate reading and to reference the provisions of this Franchise. The captions shall not affect the meaning and interpretation of this Franchise.

**(B) Definitions.** For purposes of this Franchise, the following terms, phrases, and their derivations shall have the meanings given below unless the context indicates otherwise. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

**(1)** "City" means the City of Silverton, Oregon, a municipal corporation, and all of the territory within its corporate boundaries, as such may change from time to time.

**(2)** "City Council" means the Council of the City.

**(3)** "City Engineer" means the City Engineer of the City.

**(4)** "City Manager" means the City Manager of the City.

**(5)** "City Recorder" means the Recorder of the City.

**(6)** "Director of Finance" means the Director of Finance of the City.

**(7)** "Emergency" means a situation involving (a) an unscheduled outage affecting one or more customers, or (b) danger to public safety. Emergency also includes situations where the failure of Grantee to act would result in (a) or (b) within 24 hours.

**(8)** "Franchise" means this Franchise Agreement as fully executed by the City and Grantee and adopted by the City Council pursuant to Resolution No. 14-38.

**(9)** "Grantee" means Portland General Electric Company, an Oregon corporation.

**(10)** "Grantee Facility" means any tangible component of Grantee's Electric Light and Power System, including but not limited to any poles, guy wires, anchors, wire, fixtures, equipment, conduit, circuits, vaults, switch cabinets, transformers, secondary junction cabinets, antennas, communication equipment and other property necessary or convenient to supply electric light and power by Grantee within the City.

**(11)** "Grantee's Electric Light and Power System" means all Grantee Facilities used by Grantee in the transmission and distribution of its services that are located inside the boundaries of the City.

**(12)** "Gross Revenues" shall be deemed to include any and all revenues derived by Grantee within the City from Grantee's Electric Light and Power System, and includes, but is not limited to, the sale of and use of electricity and electric service, and the use, rental, or lease of Grantee Facilities, after adjustment for the net write-off of uncollectible accounts. Gross Revenues do not include proceeds from the sale of bonds, mortgages or other evidence of indebtedness, securities or stocks, or sales at wholesale by one public utility to another of electrical energy when the utility purchasing such electrical energy is not the



ultimate consumer. Gross Revenues also do not include revenue from joint pole use. For purposes of this Franchise, revenue from joint pole use includes any revenue collected by Grantee from other franchisees, permittees, or licensees of the City for the right to attach wires, cable or other facilities or equipment to Grantee's poles or place them in Grantee's conduits.

(13) "NESC" means the National Electrical Safety Code.

(14) "OPUC" means the Oregon Public Utility Commission.

(15) "person" means any individual, sole proprietorship, partnership, association, corporation, cooperative, People's Utility District, or other form of organization authorized to do business in the State of Oregon, and includes any natural person.

(16) "Public ROW" shall have the meaning described in Section I(A).

(17) "PUE" shall have the meaning described in Section I(A).

(18) "Term" shall have the meaning described in Section I(C).

(19) "year," "annual," or "annually" means the period consisting of a full calendar year, beginning January 1 and ending December 31, unless otherwise provided in this Franchise.

#### **SECTION 4. CONSTRUCTION**

**(A) New Construction.** Grantee's Electric Light and Power System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits or other facilities that may have been laid in the Public ROW by or under the City's authority. Grantee shall comply with all applicable City permitting requirements, including payment of applicable permit fees. Grantee shall construct Grantee Facilities in accordance with the terms and conditions of the City permit, including installation in the location approved in the permit. If any work has been completed by Grantee in the Public ROW and the City determines such work was not completed in a City approved location as required in the permit, or otherwise was not in compliance with the permit, the City shall notify Grantee and provide Grantee with ninety-sixty (960) days to re-perform the work (or other mutually agreed upon timeframe). Unless otherwise agreed to in writing by the City, whenever any existing electric, cable or telecommunications facilities are located underground in the area in which Grantee is installing new Grantee Facilities, Grantee shall install Grantee Facilities underground at its own expense. This requirement shall not apply to Grantee Facilities used for the transmission of electric energy at nominal voltages in excess of 35,000 volts or to pedestals, cabinets or other above-ground equipment. The City reserves the right to require written approval of the location of any such above-ground equipment in the Public ROW. To the extent the City has the authority to do so, the City shall impose a condition on its land use development approval that the developer either (i) provide a sufficient location in the Public ROW located in the land use development for Grantee Facilities that meet the Grantee's construction standards as provided to the OPUC and NESC requirements, or (ii) provide or obtain an easement for Grantee Facilities that meets the construction standards as provided to the OPUC, and NESC requirements.

**(B) Acquisition.** Subsequent to the Effective Date, upon Grantee's acquisition of additional Grantee Facilities in the Public ROW, or upon any addition or annexation to the City of any area in which Grantee retains Grantee Facilities in the Public ROW of such addition or annexation, Grantee shall submit to the City a statement describing all Grantee Facilities involved, whether authorized by a franchise agreement or upon any other form of prior right, together with a map, as described in Section 5, specifying the location of all such Grantee Facilities. Such Grantee Facilities shall immediately be subject to the terms of this Franchise.

**(C) Emergency Repairs.** In the event Emergency repairs to Grantee Facilities located in the Public ROW are necessary, Grantee shall as soon as reasonably possible notify the City of the need for such repairs. If permits are required by City, Grantee shall apply for appropriate permits the next business day or as soon as reasonably possible following discovery of the Emergency. In the event excavation is

necessary in conjunction with the repairs, Section 6 shall also apply. After Emergency work has been completed by Grantee in the Public ROW, the City may inspect such work and if the City determines such work was not completed in a manner or location acceptable to the City in accordance with this Franchise, the City shall notify Grantee and provide Grantee with ninety-sixty (960) days after the Emergency has passed (or other agreed to timeframe) to re-perform the work in a City approved manner and location that conforms to the requirements of the NESC.

**(D) Reasonable Care.** All work completed by Grantee within the Public ROW under the provisions of this Franchise Agreement, shall be conducted with reasonable care and with the goal of minimizing the risk to those using the Public ROW and to minimize the risk of damage to public and third party property. Grantee shall comply with all applicable City permitting requirements, including payment of applicable permit fees. All work shall be performed in accordance with the terms and conditions of the City permit and all applicable laws and regulations, including but not limited to the NESC. Any work completed by Grantee within the Public ROW may be inspected by the City to determine whether it has been placed in its approved location according to Grantee's permit issued by the City. If any work has been completed by Grantee in the Public ROW and the City determines such work was not completed in a City approved location as required in the permit, or otherwise was not in compliance with the permit, the City shall notify Grantee and provide Grantee with ninety-sixty (960) days (or other agreed to timeframe) to re-perform the work.

**(E) Cooperation between Grantee and City.** In accordance with ORS 758.025, for purposes of this Franchise, including but not limited to Sections 4, 8 and 10, Grantee and City shall coordinate during the planning and design phase of any project affecting Grantee's Facilities in the Public ROW to discuss the project's scope and schedule, including options to minimize or eliminate the costs to the City and to Grantee. The City is not required to avoid or minimize costs to Grantee in a way that materially affects the project's scope, costs or schedule. The Grantee and City shall endeavor to meet at least annually to forecast potential construction, relocation and other activities which may be subject to this Franchise.

**(F) Responsibility for Work Performed.** Grantee shall be responsible for all work, including but not limited to construction, relocation, excavation and restoration, performed pursuant to this Franchise by Grantee, its employees, contractors, subcontractors or agents.

**SECTION 5. SUPPLYING MAPS.** Grantee shall maintain maps and data pertaining to the location of Grantee Facilities on file at its corporate offices or at an office in Oregon. After providing Grantee with twenty-four (24) hours prior notice, the City may inspect the maps and data (excluding Grantee proprietary information) at any time during Grantee's business hours. Upon request of the City and without charge, Grantee shall furnish current maps and data to the City by electronic data in read-only format showing the general location of Grantee Facilities, excluding Grantee proprietary information. If requested by the City, and to the extent reasonably available, Grantee shall provide City with access to more detailed information on Grantee's maps or available in Grantee's data. Unless required by law, the City will not sell or provide Grantee prepared maps or data to third parties without written permission from Grantee. Upon request of Grantee, the City will make available to Grantee any relevant City prepared maps or data, at no charge to Grantee, showing the general location of City-owned facilities in the Public ROW, excluding information exempt from public disclosure. Grantee will not sell or provide City prepared maps or data to third parties without written permission from the City.

**SECTION 6. EXCAVATION.** Subject to Sections 4 and 7, and after obtaining any permits required by the City, as well as complying with ORS 757.542 et seq. (Oregon Utility Notification Center) as they may be amended from time to time, Grantee may make all necessary excavations within the Public ROW for the purpose of installing, repairing, upgrading or maintaining Grantee Facilities. All excavations made by Grantee in the Public ROW shall be properly safeguarded for the prevention of accidents.

Should a customer of Grantee be required, pursuant to Grantee's tariff on file with the OPUC, to make excavations that are located in the Public ROW, the City agrees that Grantee shall not be responsible or

liable for any failure by such customer to comply with any applicable rules, regulations, ordinances of the City and/or with City standards.

**SECTION 7. RESTORATION AFTER EXCAVATION.** Except as otherwise provided for in this Section, Grantee shall restore the surface of the Public ROW in the area disturbed by any excavation by Grantee to at least the same condition that it was in prior to excavation, in accordance with generally applicable published City standards and the permit issued by the City; provided, however, Grantee shall not be required, at Grantee's expense, to pave a gravel street that was gravel prior to the excavation, install sidewalk panels or curbs that did not exist prior to the excavation, or construct additional improvements in the Public ROW that did not exist prior to the excavation. If Grantee fails to restore the Public ROW to at least the same condition that it was in prior to the excavation, in accordance with generally applicable published City standards and the permit issued by the City, the City shall give Grantee written notice and provide Grantee a reasonable period of time, not to exceed thirty (30) days, to restore the Public ROW. As used in this section, "published" means available in hard copy at the City Hall. If the work of Grantee creates a public safety hazard as determined by the City Engineer, Grantee may be required to repair or restore the Public ROW within twenty-four (24) hours notice from the City, or such time as agreed between the City Engineer and Grantee, taking into consideration weather and other relevant factors. Should Grantee fail to make such repairs or restorations within the aforementioned time frames, the City may, after providing notice to Grantee, make such repairs or restorations and the cost thereof shall be paid by Grantee. The City reserves the right, after providing notice to Grantee, to remove or repair any work completed by Grantee which, in the determination of the City Engineer, does not meet City standards for street repair or restoration. If in the process the City's work affects Grantee Facilities, the City shall use a qualified contractor and the work shall be performed in accordance with applicable state and federal safety laws and regulations, Grantee's construction standards as provided to the OPUC and NESC requirements. The cost of the work performed by the City pursuant to the preceding two sentences, including the cost of inspection and supervision, shall be paid by Grantee. In the event that Grantee's work is coordinated with other construction work in the Public ROW, the City Engineer may excuse Grantee from restoring the surface of the Public ROW, providing that as part of the coordinated work, the Public ROW is restored to good order and condition.

Grantee or its contractor may prune and/or remove all trees and vegetation which present the risk of growing-in, overhanging, or falling-into Grantee's overhead electrical system, whether such trees or vegetation originate within or outside the Public ROW, to prevent the branches or limbs or other part of such trees or vegetation from interfering with Grantee Facilities. Such pruning and removal shall comply with the American National Standard for Tree Care Operation (ANSI A300) and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Grantee, when necessary and with the approval of the owners of the property on which they may be located, from cutting down and removing any trees which overhang or pose a risk of falling-in or overstriking the Grantee's overhead electrical system, regardless of whether the vegetation is located within the Public ROW. Grantee's vegetation management practices shall comply with all vegetation management requirements established by the OPUC.

**SECTION 8. RELOCATION.**

(A) **Permanent Relocation Required by City** - This subsection (A) covers permanent relocation of overhead Grantee Facilities that will remain overhead, and underground Grantee Facilities that will remain underground. The City shall have the right, when consistent with its legal authority, to require Grantee to remove or relocate Grantee's Electric Light and Power System located in the Public ROW for any public project, and, unless otherwise agreed, the expenses thereof shall be paid by Grantee. The City shall provide Grantee a reasonable amount of time, based on Grantee's reasonable determination, to adequately design such relocation. The City agrees to provide a suitable location in the Public ROW for Grantee Facilities that includes a minimum or maximum square footage set by Grantee. If sufficient space is not available in the Public ROW for Grantee Facilities, the City agrees to obtain sufficient easements from private property owners to accommodate Grantee Facilities in order to maintain service

and permit upgrades of Grantee Facilities. Should Grantee fail to remove or relocate any such Grantee Facilities within ninety (90) days after the date established by the City, which, except in the event of public emergency, shall not occur sooner than ninety (90) days after the City provides written notice to remove/relocate to Grantee or such longer time in the event the design of such relocation will take longer to complete based on Grantee's reasonable determination, the City may cause or effect such removal or relocation, performed by a qualified contractor in accordance with applicable state and federal safety laws and regulations, including the NESC, and the expense thereof shall be paid by Grantee.

**(B) Notice.** The City will endeavor to provide as much notice as possible prior to requiring Grantee to remove or relocate Grantee Facilities pursuant to subsections (A) and (C). The notice shall specify the date by which the existing Grantee Facilities must be removed or relocated. Nothing in this Section 8 shall prevent the City and Grantee from agreeing, either before or after notice is provided, to a mutually acceptable schedule for relocation

**(C) Permanent Relocation - Undergrounding.** This subsection (C) applies to conversions of Grantee Facilities from overhead to underground regardless of whether or not such conversion is made in conjunction with a public project. The City may require Grantee to convert any overhead Grantee Facilities to underground Grantee Facilities at the same or different locations, subject to the NESC and Grantee's engineering and safety standards. This subsection shall not apply to Grantee Facilities that are necessary in connection with the transmission of electric energy at nominal voltages in excess of 35,000 volts or to pedestals, cabinets or other above-ground equipment. Any such underground relocation shall be consistent with applicable long-term development plans or projects of the City, or as approved by the City. The expense of such a conversion shall be paid by Grantee, and Grantee may recover its costs from its customers in accordance with state law, administrative rule, or regulation. The City agrees to provide a suitable location in the Public ROW that includes a minimum or maximum square footage set by Grantee and if sufficient space is not available in the Public ROW, then the City will obtain sufficient easements from private property owners to accommodate Grantee Facilities in order to maintain service and permit upgrades of Grantee Facilities. Nothing in this

subsection prevents the City and Grantee from agreeing to a different form of cost recovery on a case-by-case basis consistent with applicable statutes, administrative rules, or regulations.

**(D) Temporary Relocation at Request of City.** This subsection (D) covers temporary relocation of overhead Grantee Facilities that will remain overhead, as well as underground Grantee Facilities that will remain underground. The City may require Grantee to temporarily remove and relocate Grantee Facilities by giving ~~ninety~~sixty (960) days notice to Grantee. Prior to such relocation, the City agrees to provide a suitable location that includes a minimum or maximum square footage set by Grantee in the Public ROW for such relocated Grantee Facilities sufficient to maintain service and permit upgrades to such Grantee Facilities. The City will obtain easements from private property owners if sufficient square footage is not available in the Public ROW. The cost of removal or relocation of Grantee Facilities that is necessary or convenient for public projects shall be paid by Grantee; however, when relocation is to be temporary and both the initial and the subsequent relocation are necessary or convenient for public projects and not at the request of or to accommodate a third party, the initial relocation shall be at the expense of Grantee and subsequent relocations occurring less than two (2) years after the initial relocation shall be at the expense of the City.

~~(D)(E)~~The cost of such temporary removal or relocation, as well as cost of replacing Grantee Facilities in their permanent location, shall be paid by Grantee when such temporary removal or relocation is for a public project and is consistent with the City's legal authority. The City may provide a temporary construction easement that meets NESC requirements and the Grantee's construction standards provided to the OPUC, and on which the Grantee may place its Facilities until such time as the Grantee moves its Facilities to their permanent location.

**(E) Relocation at Request of or to Accommodate Third Party.** In the event that any relocation of Grantee Facilities is requested by or is to accommodate a third party, Grantee shall seek reimbursement from the third party consistent with the Grantee's tariff on file with the OPUC and not from the City. Such relocation shall be consistent with an applicable long-term development plan or projection of the City or approved by the City. The City and Grantee agree to cooperate to minimize the economic impact of such relocation on each party. The City shall not take a legal position that prevents or frustrates Grantee in seeking reimbursement from the third party.

~~If the relocation of Grantee Facilities is caused or required by the conditions placed by the City on approval for projects of third parties, Grantee shall pay the costs of such relocation to the extent required by the provisions of subsections (A), (C) or (D) where the improvements requiring relocation are (i) within existing Public ROW or are conditioned by the City to be dedicated as Public ROW (except when PGE has a private right, such as an easement, to be in the location that will be dedicated as Public ROW, in which case the private right shall control), and (ii) included in any master plan, transportation systems plan or comprehensive plan or regulation adopted or approved in a public process by the City as of the Effective Date.~~

~~(E)(G)~~**Temporary Relocation at Request of Third Parties.** Whenever it is necessary to temporarily relocate or rearrange any Grantee Facility at the request of a third party in order to permit the passage of any building, machinery or other object, Grantee shall perform the work after receiving ~~ninety~~sixty (960) ~~business~~ days written notice from the persons desiring to move the building, machinery or other object. The notice shall: (1) demonstrate that the third party has acquired at its expense all necessary permits from the City; (2) detail the route of movement of the building, machinery, or other object; (3) provide that the person requesting the temporary relocation shall be responsible for Grantee's costs; (4) provide that the requestor shall indemnify and hold harmless the City and Grantee from any and all damages or claims resulting either from the moving of the building, machinery or other object or from the temporary relocation of Grantee Facilities; and (5) be accompanied by a cash deposit or other security acceptable to Grantee for the costs of relocation. Grantee in its sole discretion may waive the

security obligation. The cash deposit or other security shall be in an amount reasonably calculated by Grantee to cover Grantee's costs of temporary relocation and restoration. All temporary relocations under this subsection shall comply with ORS 757.805.

~~(F)~~(H) **Relocation or Conversion Delays.** Should Grantee fail to remove, relocate or convert any Grantee Facilities within the time required in this Section 8, or another mutually agreed-upon schedule, the City may, after providing notice to Grantee, perform such relocation using a qualified contractor in accordance with applicable state and federal safety laws and regulations, and Grantee's construction standards as provided to the OPUC and NESC requirements. Grantee shall reimburse all reasonable documented costs incurred by the City to complete such relocation, including delay damages incurred by the City. However, the City shall attempt to mitigate the delay damages for which the Grantee could be responsible under this subsection by attempting to limit its liability in public contracts for delay damages in the event that the delay is caused by a force majeure event that prevents Grantee from removing or relocating its facilities in accordance with the schedule provided by the City.

~~(G) Subsequent Relocation. When the City requests a subsequent relocation of all or part of the same Grantee Facilities less than one (1) year after the initial relocation pursuant to subsection (A), and not at~~

**Commented [KMI1]:** To City: This is covered under (D) above

~~the request of or to accommodate a third party or the result of events or conditions beyond the City's choice or control, including but not limited to Acts of God, severe storms, earthquakes, floods and other natural disasters, the subsequent relocation shall not be at Grantee's expense.~~

**SECTION 9. PUBLIC ROW VACATION.** If all or a portion of the Public ROW used by Grantee is vacated by the City during the Term, the City shall, to the extent reasonably possible, either condition the approval of the vacation on the reservation of an easement for Grantee Facilities in their then-current location that prohibits any use of the vacated property that interferes with Grantee's full enjoyment and use of its easement, or permit Grantee Facilities to remain in a PUE. If neither of these options is reasonably possible, Grantee shall, after notice from the City, remove Grantee Facilities from such vacated Public ROW, restore, repair or reconstruct the Public ROW where such removal has occurred in accordance with Section 7. Should Grantee fail to do so, the City may, after providing Grantee with ninety (90) days prior written notice, complete such work or cause it to be completed by a qualified contractor in accordance with applicable state and federal safety laws and regulations, and the cost thereof shall be borne by the Grantee. Upon request, the City will cooperate with Grantee to identify alternative locations within the Public ROW for Grantee Facilities if they are not permitted to remain in the vacated area.

**SECTION 10. CITY PUBLIC WORKS AND IMPROVEMENTS.** Nothing in this Franchise shall be construed in any way to prevent the City from constructing, installing, excavating, grading, paving, planking, repairing, widening, altering, or completing any work that may be needed or convenient in the Public ROW. Should any of this work be in proximity to Grantee's Facilities, the work will be performed consistent with the NESC. The City shall be responsible for the costs to repair any damage to Grantee Facilities arising out of such work. Nothing in this Section relieves either party from its obligations set forth in Sections 4(E) and 8.

**SECTION 11. USE OF GRANTEE FACILITIES.** City shall maintain permits to string wires on Grantee's poles or run wires in Grantee's trenches and/or available conduit for municipal purposes and to attach fire and police alarm and communication equipment to Grantee's poles, provided that such wires and equipment: a) do not unreasonably interfere with Grantee operations; b) conform to the NESC; and c) the City's excess capacity on such wires and equipment is not leased to, sold to or otherwise used by non-governmental third parties. Grantee shall not charge the City for such attachments to its poles or in its conduits; however, the City shall be responsible to pay for any make-ready and inspections Grantee must perform in order to provide access to Grantee Facilities for City wires and equipment in accordance with the NESC. Should any of the City's attachments to Grantee Facilities violate the NESC, the City shall work with Grantee to address and correct such violations in an agreed-upon period of time. The City shall indemnify and hold Grantee harmless from loss or damage resulting from the presence of City's wires and equipment on or in Grantee Facilities, except to the extent such loss or damage is caused by the negligence or willful misconduct of Grantee, its agents or contractors.

For purposes of this Franchise, "make-ready" shall mean engineering or construction activities necessary to make a pole, conduit, or other support equipment available for a new attachment, attachment modifications, or additional facilities.

**SECTION 12. PAYMENT FOR USE OF PUBLIC ROW.**

**(A) Use of Public ROW.** In consideration for its use of the Public ROW in accordance with the terms of this Franchise, Grantee agrees to pay the City an amount equal to 3 ½ percent of its Gross Revenue. The amount of the current year's franchise fee shall be based on Gross Revenue collected by Grantee during



the previous calendar year, and shall be paid on an annual basis for Grantees' rights under this Agreement for the full calendar year in which the payment is made.

To the extent permissible under state law and regulation, the payment imposed by this subsection shall be considered an operating expense of Grantee and shall not be itemized or billed separately to consumers within the City.

**(B) Property Tax Limitations Do Not Apply.** The payment described in this Section 12 is not subject to the property tax limitations of Article XI, Sections II(b) and 11(19) of the Oregon Constitution and is not a fee imposed on property or property owners by fact of ownership.

**(C) Privilege Tax.** The City shall retain the right, as permitted by Oregon law, to charge a privilege tax based on a percentage of the Gross Revenue earned from Grantee's customers within the City in addition to the payment amounts set forth in subsection (A). The City shall provide Grantee at least ninety (90) days notice prior to any privilege tax or increase in privilege tax becoming effective. Grantee shall follow state regulations regarding the inclusion of such privilege tax as an itemized charge on the electricity bills of its customers within the City.

**(D) Remittance of Annual Payment.** Grantee shall remit to the Director of Finance on or before the first (1st) day of April of each year, the annual 3 ½% franchise fee payment to be made in such year that covers Grantee's rights under this Agreement for the full calendar year in which the payment is made. Payment must be made in immediately available federal funds. No later than the first (1<sup>st</sup>) day of March of each year, Grantee shall provide the City a statement, under oath, showing the Gross Revenue for the preceding year.

**(E) Acceptance of Payment.** Acceptance by the City of any payment due under this Section shall not be a waiver by the City of any breach of this Franchise occurring prior to the acceptance, nor shall the acceptance by the City preclude the City from later establishing that a larger amount was actually due, or from collecting the balance due to the City.

**(F) Late Payments.** Interest on late payments shall accrue from the due date at 9% per annum, and shall be computed based on the actual number of days elapsed from the due date until payment. Interest shall accrue without regard to whether the City has provided notice of delinquency.

**(G) No Exemption From Other Fees or Taxes.** Payment of the amounts described in this Section 12 shall not exempt Grantee from the payment of any other license fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City or any other taxing authority, except as may otherwise be provided in the ordinance or laws imposing such other license fee, tax or charge.

**(H) Direct Access and Volumetric Methodologies.** Should the City direct that the payments made under this Section 12 be based on volume-based methodologies as specifically described in ORS 221.655 instead of the formula set out in subsections 12 (A) and (C), notice must be given to Grantee in writing for subsequent payments to be made using volume-based methodology. The volumetric calculation shall apply to payments made in one calendar year (based on January 1 to December 31 billings from the previous calendar year). The choice to use volumetric methodology must be renewed annually by the City. No notice is necessary if the City chooses to remain on the revenue-based calculation.

**(I) Payment Obligation Survives Franchise.** If prior to the expiration of this Franchise the parties do not finish negotiation of a new franchise agreement, the obligation to make the payments imposed by this Section 12 shall survive expiration of this Franchise until a new franchise agreement becomes effective and supersedes this Franchise. In the event this Franchise is terminated before expiration, Grantee shall make the remaining payments owed, if any, within ninety (90) days of the termination date.

### **SECTION 13. AUDIT.**

**(A) Audit Notice and Record Access.** The City may audit or review Grantee's calculation of Gross Revenues. Within ten (10) business days after receiving a written request from the City, or such other

time frame as agreed by both parties, Grantee shall furnish the City and any auditor or third party retained by the City: (1) information sufficient to demonstrate that Grantee is in compliance with this Franchise; and (2) access to all books, records, maps and other documents maintained by Grantee with respect to Grantee Facilities that are necessary for the City to perform such audit or review. Grantee shall provide access to such information to City within the City, or the Portland, Oregon, metropolitan area, during regular Grantee business hours. The City may not audit or review Grantee more than once for Gross Revenue calculations made during a specific period of time.

**(B) Audit Payment.** If the City's audit or review shows that the amounts due to the City are higher than those based on the Grantee's calculation of Gross Revenue, then Grantee shall make a payment for the difference within ~~ninety~~<sup>960</sup> days after the delivery to Grantee of the audit or review results. In addition to paying any underpayment, Grantee shall pay interest from the original due date, based on Grantee's cost of debt as approved by the OPUC as of the due date, plus 100 basis points, but not penalties, as specified in this Franchise. If the City's audit or review shows that the amounts due to the City based on the Grantee's calculation of Gross Revenue deviated by five percent (5%) or more in any one year from the City's calculation during the audit or review, Grantee shall reimburse the City for the cost associated with the audit or review, not to exceed one percent (1%) of the total annual franchise fee payment for the applicable audit or review period.

#### **SECTION 14. TERMINATION AND REMEDIES.**

**(A) By City for Cause.** If Grantee ceases to maintain Grantee Facilities in accordance with the maintenance commitments outlined in the Service Quality Measures Review filed with the OPUC, and this causes an increase in the risk to the public of personal injury or property damage, the City shall notify Grantee and Grantee shall have thirty (30) days after the date of the notice to eliminate such risk or, if such risk cannot be eliminated within thirty (30) days, such reasonable time period as is required to eliminate such risk and Grantee shall bear all costs related to remedying the risk. If Grantee does not eliminate the risk in accordance with the preceding sentence, the City may then terminate this Franchise by providing Grantee written notice of termination.

**(B) By City if City Will Provide Service.** The City may terminate this Franchise upon one year's written notice to Grantee in the event that the City decides to engage in public ownership of the electric facilities located in the Public ROW and the public distribution of electric energy to customers throughout the City in accordance with ORS 758.470.

**(C) City Reserves Right to Terminate.** In addition to any other rights provided for in this Franchise, the City reserves the right, subject to subsections 14 (E) and (F), to terminate this Franchise in the event that:

- (1) The Grantee materially violates any material provision of this Franchise;
- (2) The Grantee is found by a court of competent jurisdiction to have practiced any material fraud or deceit upon the City;
- (3) There is a final determination that Grantee has failed, refused, neglected or is otherwise unable to obtain or maintain Grantee's service territory designation required by any federal or state regulatory body regarding Grantee's operation of Grantee's Electric Light and Power System; or
- (4) Grantee becomes unable or unwilling to pay its debts, or is adjudged bankrupt.

**(D) Material Provisions.** For purposes of this Section 14, the following are material provisions of this Franchise, allowing the City to exercise its rights under this Section 14 or as set forth elsewhere in this Franchise:

- (1) The invalidation, failure to pay or any suspension of Grantee's payments of franchise fees or privilege taxes to the City for use of the Public ROW under this Franchise;
- (2) Any failure by Grantee to submit timely reports as may be requested by the City, regarding the calculation of its franchise fees or privilege taxes paid or to be paid to the City;

(3) Any failure by Grantee to maintain the liability insurance or self-insurance required under this Franchise;

(4) Any failure by Grantee to provide copies of requested information as provided under Sections 4, 5, and 13 above; and

(5) Any failure by Grantee to otherwise substantially comply with the requirements of Section 4 through Section 20 of this Franchise, unless otherwise agreed.

**(E) Notice and Opportunity to Cure.** The City shall provide Grantee thirty (30) days prior written notice of its intent to exercise its rights under this Section 14, stating the reasons for such action. If Grantee cures the basis for termination or if Grantee initiates efforts satisfactory to the City to remedy the basis for termination and the efforts continue in good faith within the thirty (30) day notice period, the City shall not exercise its remedy rights. If Grantee fails to cure the basis for termination or if Grantee does not undertake and/or maintain efforts satisfactory to the City to remedy the basis for termination within the thirty (30) day notice period, then the City Council may impose any or all of the remedies available under this Section 14.

**(F) Remedies.** In determining which remedy or remedies are appropriate, the City shall consider the nature of the violation, the person or persons burdened by the violation, the nature of the remedy required in order to prevent further such violations, and any other matters the City deems appropriate.

**(G) Financial Penalty.** In addition to any rights set out elsewhere in this Franchise, as well as its rights under the City Code or other law, the City reserves the right at its sole option to impose a financial penalty of up to \$500.00 per day per material violation of a material provision of this Franchise when the opportunity to cure has passed.

**SECTION 15. ASSIGNMENT OF FRANCHISE.** Grantee may not sell, assign, transfer, or convey this Franchise to a third party without the City Council giving its consent in a duly passed ordinance or resolution. Upon obtaining such consent, this Franchise shall inure to and bind such third party. Grantee shall not sell or assign this Franchise to an entity that is not authorized by the OPUC to provide electric service to retail consumers in the City or is not otherwise authorized to provide electric service to retail consumers under Oregon law. Prior to any proposed transfer, Grantee shall be in full compliance with this Franchise and the proposed transferee shall agree in writing to be bound by this Franchise. In the event Grantee is purchased by or merged into another entity and Grantee survives such purchase or merger as a public utility, Grantee shall provide notice to the City of such purchase or merger, but shall have no obligation under this Franchise to obtain the consent of the City Council for such purchase or merger.

**SECTION 16. REMOVAL OF FACILITIES.** If this Franchise is terminated or expires on its own terms and is not replaced by a new franchise agreement or similar authorization, the City may determine whether Grantee must remove Grantee Facilities from the Public ROW or they may remain in place. The City shall provide written notice of any requirement to remove Grantee Facilities and shall provide Grantee ~~ninety~~<sup>sixty</sup> (960) days to comment on such requirement to move Grantee Facilities. Following consideration of any such comments, the City Manager may issue an order requiring removal of Grantee Facilities within nine (9) months after such order is declared.

**SECTION 17. INDEMNIFICATION.** To the fullest extent permitted by law, Grantee shall defend, indemnify and hold harmless the City and its officers, officials, employees, and agents against any and all third party claims, damages, costs and expenses, including attorney's fees and costs, to which the City may be subjected as a result of any acts, omissions, negligence, gross negligence or willful misconduct of Grantee, or its affiliates, officers, employees, agents, contractors or subcontractors, except to the extent that such claims, damages, costs and expenses are caused by the negligence, gross negligence or willful

misconduct of the City. The obligations imposed by this Section are intended to survive termination of this Franchise.

**SECTION 17(A). DISCLAIMER OF CONSEQUENTIAL DAMAGES.** EXCEPT AS OTHERWISE SPECIFICALLY REQUIRED IN SECTION S(G), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HERETO FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT, OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, WHETHER OR NOT ARISING FROM SUCH PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE.

**SECTION 18. INSURANCE.** Grantee shall maintain in full force and effect, for the entire Term of this Agreement, the following insurance covering risks associated with Grantee's ownership and use of Grantee Facilities and the Public ROW:

(A) General Liability insurance covering operations by or on behalf of Grantee for Bodily Injury and Property Damage, including Completed Operations and Contractors' Liability coverage, in an amount equal to Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate.

(B) Automobile Liability insurance to cover any vehicles used in connection with its activities under this Franchise, with a combined single limit equal to One Million Dollars (\$1,000,000.00) per accident.

(C) Workers' Compensation coverage as required by law and Employer's Liability Insurance with limits of One Million Dollars (\$1,000,000.00).

(D) With the exception of Workers' Compensation and Employers liability coverage, Grantee shall include the City as an additional insured on all applicable policies. Grantee agrees that its insurance policies shall not be canceled unless thirty (30) days prior written notice is provided to the City by Grantee. Grantee shall provide the City with a certificate of insurance evidencing such coverage as a condition of this Franchise and shall provide updated certificates upon written request by the City.

(E) **In Lieu of Insurance.** In lieu of the insurance policies required by this Section 18, Grantee shall have the right to self-insure any and all of the coverage outlined hereunder. If Grantee elects to self-insure, it shall do so in an amount at least equal to the coverage requirements of this Section 18 in a form acceptable to the City and consistent with Grantee's risk management practices. Grantee shall provide proof of self-insurance to the City before this Franchise takes effect and thereafter upon written request by the City.

**SECTION 19. LIMITATION ON PRIVILEGES.** All rights and authority granted to Grantee by the City under this Franchise are conditioned on the understanding and agreement that the privileges in the Public ROW shall not be an enhancement of Grantee's properties or an asset or item of ownership of Grantee.

**SECTION 20. REMEDIES AND PENALTIES NOT EXCLUSIVE.** All remedies and penalties under this Franchise, including termination, are cumulative and not exclusive, and the recovery or enforcement by one available remedy or imposition of a penalty is not a bar to recovery or enforcement by any other remedy or imposition of any other penalty. The City reserves the right to enforce the penal provisions of any City ordinance or resolution and to avail itself to any and all remedies available at law or in equity. Failure to enforce any term, condition or obligation of this Franchise shall not be construed as a waiver of a breach of any term, condition or obligation of this Franchise. A specific waiver of a particular breach of any term, condition or obligation of this Franchise shall not be a waiver of any other, subsequent or future breach of the same or any other term, condition or obligation of this Franchise.

**SECTION 21. SEVERABILITY CLAUSE.** If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, all portions of this Franchise that are not held to be invalid or unconstitutional shall remain in effect until this Franchise is terminated or expired. After any declaration of invalidity or unconstitutionality of a portion of this Franchise, either party may demand that the other party meet to discuss amending the terms of this Franchise to conform to the original intent of the parties. If the parties are unable to agree on a revised franchise agreement within ninety (90) days after a portion of this Franchise is found to be invalid or unconstitutional, either party may terminate this Franchise by delivering one hundred and eighty (180) days notice to the other party.

**SECTION 22. ACCEPTANCE.** Within thirty (30) days after the resolution adopting this Franchise is passed by the City Council, Grantee shall file with the City Recorder its written unconditional acceptance or rejection of this Franchise. The signature of Grantee's authorized representative in the signature block at the end of this Franchise shall be considered written unconditional acceptance for purposes of this Section 22. If Grantee files a rejection, or fails to file a written unconditional acceptance within thirty (30) days, this Franchise shall be null and void.

**SECTION 23. NOTICE.** Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the following addressee, (2) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (3) sent by overnight or commercial air courier (such as Federal Express or UPS), or (4) sent by facsimile transmission with verification of receipt, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

**If to the City: City Manager, City of Silverton, Oregon**  
306 S Water St  
Silverton, Oregon 97381  
Fax: (503) 873-3210

**With a copy to: City Attorney, City of Silverton, Oregon**  
Beery, Elsner & Hammond, LLP  
1750 SW Harbor Way, Suite 380  
Portland, OR 97201  
FAX: (503) 226-2348

**If to the Grantee: Government Affairs**  
Portland General Electric Company  
121 SW Salmon St.  
Portland, Oregon 97204  
FAX: (503) 464-2354

**With a copy to: Portland General Electric Company**  
Attn: General Counsel  
One World Trade Center, 17<sup>th</sup> Floor  
121 SW Salmon Street  
Portland, Oregon 97204  
FAX: (503) 464-2200

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three (3) business days after depositing in the United States mail, one (1) business day after shipment by commercial air courier or the same day as confirmed facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday).

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Franchise as of the dates indicated below.

PORTLAND GENERAL ELECTRIC COMPANY

By: Bill Nelson  
Name: BILL NELSON  
Title: VP  
Date: 9/4/14

CITY OF SILVERTON

By: Robert S. Willoughby  
Name: Robert S. Willoughby  
Title: City Manager  
Date: 8/5/14 b1

**CITY OF SILVERTON**  
**RESOLUTION**  
**14-41**

**A RESOLUTION OF THE SILVERTON CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN A FRANCHISE AGREEMENT WITH PORTLAND GENERAL ELECTRIC COMPANY TO PROVIDE ELECTRIC LIGHT AND POWER SERVICE WITHIN THE CITY**

**WHEREAS**, the City Council enacted Ordinance No. 94-121 on October 4, 1994 granting a non-exclusive electric utility franchise to Portland General Electric Company ("PGE") for a period of twenty (20) years ("Franchise"); and

**WHEREAS**, the Franchise will expire on September 12, 2014; and


**WHEREAS**, the City Council finds it is in the public interest to grant PGE a franchise on the terms and conditions contained in the attached Exhibit A, for a period of ten years commencing as of September 14, 2014.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SILVERTON, AS FOLLOWS:**

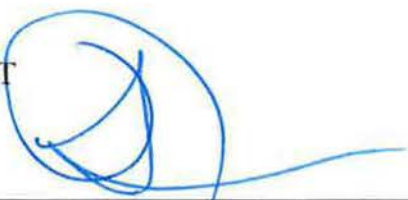
**Section 1:** The City Manager is hereby authorized and directed to sign the franchise agreement with Portland General Electric Company attached hereto as Exhibit A.

**Section 2:** That this resolution is and shall be effective after its passage by the City Council.

Resolution adopted by the City Council of the City of Silverton, this 4<sup>th</sup> day of August, 2014.

  
\_\_\_\_\_  
Mayor, City of Silverton  
Stu Rasmussen

ATTEST



\_\_\_\_\_  
City Manager/Recorder, City of Silverton  
Bob Willoughby

**FRANCHISE AGREEMENT**

This Franchise Agreement ("Franchise") is made and entered into by and between the City of Silverton, an Oregon municipal corporation ("City") and Portland General Electric Company, a corporation ("Grantee").

**WHEREAS**, Grantee has been providing electric light and power service within the City; and

**WHEREAS**, Grantee is duly authorized by the Oregon Public Utility Commission ("OPUC") to supply electric light and power within the City; and

**WHEREAS**, the City has the authority to regulate the use of the Public ROW (as defined below) within the City and to receive compensation for the use of the Public ROW; and

**WHEREAS**, the City and Grantee both desire Grantee to continue to be able to provide electric service within the City and to establish the terms by which Grantee shall use and occupy the Public ROW;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**SECTION 1. NATURE AND TERM OF FRANCHISE.**

**(A)** The City hereby grants to Grantee and its successors and assigns, subject to the terms and conditions in this Franchise, a nonexclusive franchise to place, install, repair, maintain, upgrade and operate Grantee's Electric Light and Power System (as hereinafter defined) within the City as it now exists or may be extended in the future, upon, over, along, and across the surface of and the space above and below the streets, alleys, roads, highways, sidewalks, bridges, and other public ways over which the City has jurisdiction, as well as Public Utility Easements on third party property on which a preliminary subdivision plat has been approved by the City, and which will be managed by the City thereafter ("PUEs"), (collectively, "Public ROW") for the provision of utility services within the City as Grantee's Electric Light and Power System now exists or is extended or upgraded in the future. The Franchise permits use of the Public ROW only to the extent of the City's right, title, interest and authority to grant a franchise to occupy and use such areas for electric facilities. Nothing in this Franchise limits the City from granting others the right to carry on activities similar to, or different from the ones described in this Franchise. The rights granted herein do not include the right to build or site electric generating facilities in the Public ROW.

**(B) Existing facilities.** All Grantee Facilities in possession of Grantee as of the Effective Date or during the Term (as defined in Section 1(C)) that are located within the Public ROW are covered by this Franchise and are hereby approved for the purposes of this Franchise, subject to Grantee's acknowledgement that the City has not inventoried or evaluated Grantee Facilities to ensure their compliance with applicable local, state and federal laws, regulations and orders. The City may require relocation of Grantee Facilities as further specified in Section 8. This Agreement also includes the privilege to repair, maintain, upgrade and operate Grantee Facilities located in City park property that are existing as of the Effective Date of this Agreement. Installation of Grantee Facilities in City park property on or after the Effective Date of this Agreement, and to repair, maintain, upgrade and operate such after-installed Grantee Facilities, shall be subject to separate written permission from the City. With respect to Grantee Facilities located in City park property existing as of the Effective Date of this Agreement, City park property shall be treated the same as the Public ROW for purposes of Sections 4(C), 4(D), 5, 6, 7 and 8 herein.

**(C) Term.** The effective date of this Franchise shall be September 13, 2014 (the "Effective Date"), and shall expire 10 years after the Effective Date, unless renegotiated or terminated as provided herein ("Term"). Upon becoming effective, this Franchise shall supersede and replace any and all other franchise agreements that may be or have been in place between Grantee and the City as of or prior to the Effective Date.



**SECTION 2. PERFORMANCE.** Except as provided elsewhere in this Agreement, during the Term, Grantee agrees to comply with all lawful terms and conditions of the Charter of the City of Silverton and general ordinance provisions passed pursuant thereto existing as of the effective date of this Agreement or hereafter enacted. All work performed under the terms of this Franchise, including work performed by Grantee, the City, or under the City's direction shall comply with the requirements of the NESC and Grantee's construction and operating standards in effect at the time of installation. Nothing in this Franchise shall be deemed to waive the requirements of the various codes and ordinances of the City regarding permits, fees to be paid that are generally applicable to other similar businesses operating within the City, or the manner of construction. Should there be a direct conflict between any terms or conditions stated in a permit granted by the City and the terms of this Franchise, the terms of this Franchise shall control.

**SECTION 3. DEFINITIONS.**

**(A) Captions.** Throughout this Franchise, captions to sections are intended solely to facilitate reading and to reference the provisions of this Franchise. The captions shall not affect the meaning and interpretation of this Franchise.

**(B) Definitions.** For purposes of this Franchise, the following terms, phrases, and their derivations shall have the meanings given below unless the context indicates otherwise. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

**(1) "City"** means the City of Silverton, Oregon, a municipal corporation, and all of the territory within its corporate boundaries, as such may change from time to time.

**(2) "City Council"** means the Council of the City.

**(3) "City Engineer"** means the City Engineer of the City.

**(4) "City Manager"** means the City Manager of the City.

**(5) "City Recorder"** means the Recorder of the City.

**(6) "Director of Finance"** means the Director of Finance of the City.

**(7) "Emergency"** means a situation involving (a) an unscheduled outage affecting one or more customers, or (b) danger to public safety. Emergency also includes situations where the failure of Grantee to act would result in (a) or (b) within 24 hours.

**(8) "Franchise"** means this Franchise Agreement as fully executed by the City and Grantee and adopted by the City Council pursuant to Resolution No. 14-38.

**(9) "Grantee"** means Portland General Electric Company, an Oregon corporation.

**(10) "Grantee Facility"** means any tangible component of Grantee's Electric Light and Power System, including but not limited to any poles, guy wires, anchors, wire, fixtures, equipment, conduit, circuits, vaults, switch cabinets, transformers, secondary junction cabinets, antennas, communication equipment and other property necessary or convenient to supply electric light and power by Grantee within the City.

**(11) "Grantee's Electric Light and Power System"** means all Grantee Facilities used by Grantee in the transmission and distribution of its services that are located inside the boundaries of the City.

**(12) "Gross Revenues"** shall be deemed to include any and all revenues derived by Grantee within the City from Grantee's Electric Light and Power System, and includes, but is not limited to, the sale of and use of electricity and electric service, and the use, rental, or lease of Grantee Facilities, after adjustment for the net write-off of uncollectible accounts. Gross Revenues do not include proceeds from the sale of bonds, mortgages or other evidence of indebtedness, securities or stocks, or sales at wholesale by one public utility to another of electrical energy when the utility purchasing such electrical energy is not the

ultimate consumer. Gross Revenues also do not include revenue from joint pole use. For purposes of this Franchise, revenue from joint pole use includes any revenue collected by Grantee from other franchisees, permittees, or licensees of the City for the right to attach wires, cable or other facilities or equipment to Grantee's poles or place them in Grantee's conduits.

(13) "NESC" means the National Electrical Safety Code.

(14) "OPUC" means the Oregon Public Utility Commission.

(15) "person" means any individual, sole proprietorship, partnership, association, corporation, cooperative, People's Utility District, or other form of organization authorized to do business in the State of Oregon, and includes any natural person.

(16) "Public ROW" shall have the meaning described in Section 1(A).

(17) "PUE" shall have the meaning described in Section 1(A).

(18) "Term" shall have the meaning described in Section 1(C).

(19) "year," "annual," or "annually" means the period consisting of a full calendar year, beginning January 1 and ending December 31, unless otherwise provided in this Franchise.

#### **SECTION 4. CONSTRUCTION**

**(A) New Construction.** Grantee's Electric Light and Power System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits or other facilities that may have been laid in the Public ROW by or under the City's authority. Grantee shall comply with all applicable City permitting requirements, including payment of applicable permit fees. Grantee shall construct Grantee Facilities in accordance with the terms and conditions of the City permit, including installation in the location approved in the permit. If any work has been completed by Grantee in the Public ROW and the City determines such work was not completed in a City approved location as required in the permit, or otherwise was not in compliance with the permit, the City shall notify Grantee and provide Grantee with sixty (60) days to re-perform the work. Unless otherwise agreed to in writing by the City, whenever any existing electric, cable or telecommunications facilities are located underground in the area in which Grantee is installing new Grantee Facilities, Grantee shall install Grantee Facilities underground at its own expense. This requirement shall not apply to Grantee Facilities used for the transmission of electric energy at nominal voltages in excess of 35,000 volts or to pedestals, cabinets or other above-ground equipment. The City reserves the right to require written approval of the location of any such above-ground equipment in the Public ROW. To the extent the City has the authority to do so, the City shall impose a condition on its land use development approval that the developer either (i) provide a sufficient location in the Public ROW located in the land use development for Grantee Facilities that meet the Grantee's construction standards as provided to the OPUC and NESC requirements, or (ii) provide or obtain an easement for Grantee Facilities that meets the construction standards as provided to the OPUC, and NESC requirements.

**(B) Acquisition.** Subsequent to the Effective Date, upon Grantee's acquisition of additional Grantee Facilities in the Public ROW, or upon any addition or annexation to the City of any area in which Grantee retains Grantee Facilities in the Public ROW of such addition or annexation, Grantee shall submit to the City a statement describing all Grantee Facilities involved, whether authorized by a franchise agreement or upon any other form of prior right, together with a map, as described in Section 5, specifying the location of all such Grantee Facilities. Such Grantee Facilities shall immediately be subject to the terms of this Franchise.

**(C) Emergency Repairs.** In the event Emergency repairs to Grantee Facilities located in the Public ROW are necessary, Grantee shall as soon as reasonably possible notify the City of the need for such repairs. If permits are required by City, Grantee shall apply for appropriate permits the next business day or as soon as reasonably possible following discovery of the Emergency. In the event excavation is

necessary in conjunction with the repairs, Section 6 shall also apply. After Emergency work has been completed by Grantee in the Public ROW, the City may inspect such work and if the City determines such work was not completed in a manner or location acceptable to the City in accordance with this Franchise, the City shall notify Grantee and provide Grantee with sixty (60) days after the Emergency has passed to re-perform the work in a City approved manner and location that conforms to the requirements of the NESC.

**(D) Reasonable Care.** All work completed by Grantee within the Public ROW under the provisions of this Franchise Agreement, shall be conducted with reasonable care and with the goal of minimizing the risk to those using the Public ROW and to minimize the risk of damage to public and third party property. Grantee shall comply with all applicable City permitting requirements, including payment of applicable permit fees. All work shall be performed in accordance with the terms and conditions of the City permit and all applicable laws and regulations, including but not limited to the NESC. Any work completed by Grantee within the Public ROW may be inspected by the City to determine whether it has been placed in its approved location according to Grantee's permit issued by the City. If any work has been completed by Grantee in the Public ROW and the City determines such work was not completed in a City approved location as required in the permit, or otherwise was not in compliance with the permit, the City shall notify Grantee and provide Grantee with sixty (60) days to re-perform the work.

**(E) Cooperation between Grantee and City.** In accordance with ORS 758.025, for purposes of this Franchise, including but not limited to Sections 4, 8 and 10, Grantee and City shall coordinate during the planning and design phase of any project affecting Grantee's Facilities in the Public ROW to discuss the project's scope and schedule, including options to minimize or eliminate the costs to the City and to Grantee. The City is not required to avoid or minimize costs to Grantee in a way that materially affects the project's scope, costs or schedule. The Grantee and City shall endeavor to meet at least annually to forecast potential construction, relocation and other activities which may be subject to this Franchise.

**(F) Responsibility for Work Performed.** Grantee shall be responsible for all work, including but not limited to construction, relocation, excavation and restoration, performed pursuant to this Franchise by Grantee, its employees, contractors, subcontractors or agents.

**SECTION 5. SUPPLYING MAPS.** Grantee shall maintain maps and data pertaining to the location of Grantee Facilities on file at its corporate offices or at an office in Oregon. After providing Grantee with twenty-four (24) hours prior notice, the City may inspect the maps and data (excluding Grantee proprietary information) at any time during Grantee's business hours. Upon request of the City and without charge, Grantee shall furnish current maps and data to the City by electronic data in read-only format showing the general location of Grantee Facilities, excluding Grantee proprietary information. If requested by the City, Grantee shall provide City with access to more detailed information on Grantee's maps or available in Grantee's data. Unless required by law, the City will not sell or provide Grantee prepared maps or data to third parties without written permission from Grantee. Upon request of Grantee, the City will make available to Grantee any relevant City prepared maps or data, at no charge to Grantee, showing the general location of City-owned facilities in the Public ROW, excluding information exempt from public disclosure. Grantee will not sell or provide City prepared maps or data to third parties without written permission from the City.

**SECTION 6. EXCAVATION.** Subject to Sections 4 and 7, and after obtaining any permits required by the City, as well as complying with ORS 757.542 et seq. (Oregon Utility Notification Center) as they may be amended from time to time, Grantee may make all necessary excavations within the Public ROW for the purpose of installing, repairing, upgrading or maintaining Grantee Facilities. All excavations made by Grantee in the Public ROW shall be properly safeguarded for the prevention of accidents.

**SECTION 7. RESTORATION AFTER EXCAVATION.** Except as otherwise provided for in this Section, Grantee shall restore the surface of the Public ROW in the area disturbed by any excavation by Grantee to at least the same condition that it was in prior to excavation, in accordance with generally applicable published City standards and the permit issued by the City; provided, however, Grantee shall not be required, at Grantee's expense, to pave a gravel street that was gravel prior to the excavation, install sidewalk panels or curbs that did not exist prior to the excavation, or construct additional improvements in the Public ROW that did not exist prior to the excavation. If Grantee fails to restore the Public ROW to at least the same condition that it was in prior to the excavation, in accordance with generally applicable published City standards and the permit issued by the City, the City shall give Grantee written notice and provide Grantee a reasonable period of time, not to exceed thirty (30) days, to restore the Public ROW. As used in this section, "published" means available in hard copy at the City Hall. If the work of Grantee creates a public safety hazard as determined by the City Engineer, Grantee may be required to repair or restore the Public ROW within twenty-four (24) hours notice from the City, or such time as agreed between the City Engineer and Grantee, taking into consideration weather and other relevant factors. Should Grantee fail to make such repairs or restorations within the aforementioned time frames, the City may, after providing notice to Grantee, make such repairs or restorations and the cost thereof shall be paid by Grantee. The City reserves the right, after providing notice to Grantee, to remove or repair any work completed by Grantee which, in the determination of the City Engineer, does not meet City standards for street repair or restoration. If in the process the City's work affects Grantee Facilities, the City shall use a qualified contractor and the work shall be performed in accordance with applicable state and federal safety laws and regulations, Grantee's construction standards as provided to the OPUC and NESC requirements. The cost of the work performed by the City pursuant to the preceding two sentences, including the cost of inspection and supervision, shall be paid by Grantee. In the event that Grantee's work is coordinated with other construction work in the Public ROW, the City Engineer may excuse Grantee from restoring the surface of the Public ROW, providing that as part of the coordinated work, the Public ROW is restored to good order and condition.

**SECTION 8. RELOCATION.**

**(A) Permanent Relocation Required by City –** This subsection (A) covers permanent relocation of overhead Grantee Facilities that will remain overhead, and underground Grantee Facilities that will remain underground. The City shall have the right, when consistent with its legal authority, to require Grantee to remove or relocate Grantee's Electric Light and Power System located in the Public ROW for any public project, and, unless otherwise agreed, the expenses thereof shall be paid by Grantee.

**(B) Notice.** The City will endeavor to provide as much notice as possible prior to requiring Grantee to remove or relocate Grantee Facilities pursuant to subsections (A) and (C). The notice shall specify the date by which the existing Grantee Facilities must be removed or relocated. Nothing in this Section 8 shall prevent the City and Grantee from agreeing, either before or after notice is provided, to a mutually acceptable schedule for relocation

**(C) Permanent Relocation - Undergrounding.** This subsection (C) applies to conversions of Grantee Facilities from overhead to underground regardless of whether or not such conversion is made in conjunction with a public project. The City may require Grantee to convert any overhead Grantee Facilities to underground Grantee Facilities at the same or different locations, subject to the NESC and Grantee's engineering and safety standards. This subsection shall not apply to Grantee Facilities that are necessary in connection with the transmission of electric energy at nominal voltages in excess of 35,000 volts or to pedestals, cabinets or other above-ground equipment. Any such underground relocation shall be consistent with applicable long-term development plans or projects of the City, or as approved by the City. The expense of such a conversion shall be paid by Grantee, and Grantee may recover its costs from its customers in accordance with state law, administrative rule, or regulation. Nothing in this

subsection prevents the City and Grantee from agreeing to a different form of cost recovery on a case-by-case basis consistent with applicable statutes, administrative rules, or regulations.

**(D) Temporary Relocation at Request of City.** This subsection (D) covers temporary relocation of overhead Grantee Facilities that will remain overhead, as well as underground Grantee Facilities that will remain underground. The City may require Grantee to temporarily remove and relocate Grantee Facilities by giving sixty (60) days notice to Grantee. The cost of such temporary removal or relocation, as well as cost of replacing Grantee Facilities in their permanent location, shall be paid by Grantee when such temporary removal or relocation is for a public project and is consistent with the City's legal authority. The City may provide a temporary construction easement that meets NESC requirements and the Grantee's construction standards provided to the OPUC, and on which the Grantee may place its Facilities until such time as the Grantee moves its Facilities to their permanent location.

**(E) Relocation at Request of or to Accommodate Third Party.** In the event that any relocation of Grantee Facilities is requested by or is to accommodate a third party, Grantee shall seek reimbursement from the third party consistent with the Grantee's tariff on file with the OPUC and not from the City. If the relocation of Grantee Facilities is caused or required by the conditions placed by the City on approval for projects of third parties, Grantee shall pay the costs of such relocation to the extent required by the provisions of subsections (A), (C) or (D) where the improvements requiring relocation are (i) within existing Public ROW or are conditioned by the City to be dedicated as Public ROW (except when PGE has a private right, such as an easement, to be in the location that will be dedicated as Public ROW, in which case the private right shall control), and (ii) included in any master plan, transportation systems plan or comprehensive plan or regulation adopted or approved in a public process by the City as of the Effective Date.

**(F) Temporary Relocation at Request of Third Parties.** Whenever it is necessary to temporarily relocate or rearrange any Grantee Facility at the request of a third party in order to permit the passage of any building, machinery or other object, Grantee shall perform the work after receiving sixty (60) business days written notice from the persons desiring to move the building, machinery or other object. The notice shall: (1) demonstrate that the third party has acquired at its expense all necessary permits from the City; (2) detail the route of movement of the building, machinery, or other object; (3) provide that the person requesting the temporary relocation shall be responsible for Grantee's costs; (4) provide that the requestor shall indemnify and hold harmless the City and Grantee from any and all damages or claims resulting either from the moving of the building, machinery or other object or from the temporary relocation of Grantee Facilities; and (5) be accompanied by a cash deposit or other security acceptable to Grantee for the costs of relocation. Grantee in its sole discretion may waive the security obligation. The cash deposit or other security shall be in an amount reasonably calculated by Grantee to cover Grantee's costs of temporary relocation and restoration. All temporary relocations under this subsection shall comply with ORS 757.805.

**(G) Relocation or Conversion Delays.** Should Grantee fail to remove, relocate or convert any Grantee Facilities within the time required in this Section 8, or another mutually agreed-upon schedule, the City may, after providing notice to Grantee, perform such relocation using a qualified contractor in accordance with applicable state and federal safety laws and regulations, and Grantee's construction standards as provided to the OPUC and NESC requirements. Grantee shall reimburse all reasonable documented costs incurred by the City to complete such relocation, including delay damages incurred by the City. However, the City shall attempt to mitigate the delay damages for which the Grantee could be responsible under this subsection by attempting to limit its liability in public contracts for delay damages in the event that the delay is caused by a force majeure event that prevents Grantee from removing or relocating its facilities in accordance with the schedule provided by the City.

**(H) Subsequent Relocation.** When the City requests a subsequent relocation of all or part of the same Grantee Facilities less than one (1) year after the initial relocation pursuant to subsection (A), and not at

the request of or to accommodate a third party or the result of events or conditions beyond the City's choice or control, including but not limited to Acts of God, severe storms, earthquakes, floods and other natural disasters, the subsequent relocation shall not be at Grantee's expense.

**SECTION 9. PUBLIC ROW VACATION.** If all or a portion of the Public ROW used by Grantee is vacated by the City during the Term, the City shall, to the extent reasonably possible, either condition the approval of the vacation on the reservation of an easement for Grantee Facilities in their then-current location that prohibits any use of the vacated property that interferes with Grantee's full enjoyment and use of its easement, or permit Grantee Facilities to remain in a PUE. If neither of these options is reasonably possible, Grantee shall, after notice from the City, remove Grantee Facilities from such vacated Public ROW, restore, repair or reconstruct the Public ROW where such removal has occurred in accordance with Section 7. Should Grantee fail to do so, the City may, after providing Grantee with ninety (90) days prior written notice, complete such work or cause it to be completed by a qualified contractor in accordance with applicable state and federal safety laws and regulations, and the cost thereof shall be borne by the Grantee. Upon request, the City will cooperate with Grantee to identify alternative locations within the Public ROW for Grantee Facilities if they are not permitted to remain in the vacated area.

**SECTION 10. CITY PUBLIC WORKS AND IMPROVEMENTS.** Nothing in this Franchise shall be construed in any way to prevent the City from constructing, installing, excavating, grading, paving, planking, repairing, widening, altering, or completing any work that may be needed or convenient in the Public ROW. Should any of this work be in proximity to Grantee's Facilities, the work will be performed consistent with the NESC. The City shall be responsible for the costs to repair any damage to Grantee Facilities arising out of such work. Nothing in this Section relieves either party from its obligations set forth in Sections 4(E) and 8.

**SECTION 11. USE OF GRANTEE FACILITIES.** City shall maintain permits to string wires on Grantee's poles or run wires in Grantee's trenches and/or available conduit for municipal purposes and to attach fire and police alarm and communication equipment to Grantee's poles, provided that such wires and equipment: a) do not unreasonably interfere with Grantee operations; b) conform to the NESC; and c) the City's excess capacity on such wires and equipment is not leased to, sold to or otherwise used by non-governmental third parties. Grantee shall not charge the City for such attachments to its poles or in its conduits; however, the City shall be responsible to pay for any make-ready and inspections Grantee must perform in order to provide access to Grantee Facilities for City wires and equipment in accordance with the NESC. Should any of the City's attachments to Grantee Facilities violate the NESC, the City shall work with Grantee to address and correct such violations in an agreed-upon period of time. The City shall indemnify and hold Grantee harmless from loss or damage resulting from the presence of City's wires and equipment on or in Grantee Facilities, except to the extent such loss or damage is caused by the negligence or willful misconduct of Grantee, its agents or contractors. For purposes of this Franchise, "make-ready" shall mean engineering or construction activities necessary to make a pole, conduit, or other support equipment available for a new attachment, attachment modifications, or additional facilities.

**SECTION 12. PAYMENT FOR USE OF PUBLIC ROW.**

**(A) Use of Public ROW.** In consideration for its use of the Public ROW in accordance with the terms of this Franchise, Grantee agrees to pay the City an amount equal to 3 ½ percent of its Gross Revenue. The amount of the current year's franchise fee shall be based on Gross Revenue collected by Grantee during

the previous calendar year, and shall be paid on an annual basis for Grantees' rights under this Agreement for the full calendar year in which the payment is made.

To the extent permissible under state law and regulation, the payment imposed by this subsection shall be considered an operating expense of Grantee and shall not be itemized or billed separately to consumers within the City.

**(B) Property Tax Limitations Do Not Apply.** The payment described in this Section 12 is not subject to the property tax limitations of Article XI, Sections 11(b) and 11(19) of the Oregon Constitution and is not a fee imposed on property or property owners by fact of ownership.

**(C) Privilege Tax.** The City shall retain the right, as permitted by Oregon law, to charge a privilege tax based on a percentage of the Gross Revenue earned from Grantee's customers within the City in addition to the payment amounts set forth in subsection (A). The City shall provide Grantee at least ninety (90) days notice prior to any privilege tax or increase in privilege tax becoming effective. Grantee shall follow state regulations regarding the inclusion of such privilege tax as an itemized charge on the electricity bills of its customers within the City.

**(D) Remittance of Annual Payment.** Grantee shall remit to the Director of Finance on or before the first (1st) day of April of each year, the annual 3 ½% franchise fee payment to be made in such year that covers Grantee's rights under this Agreement for the full calendar year in which the payment is made. Payment must be made in immediately available federal funds. No later than the first (1<sup>st</sup>) day of March of each year, Grantee shall provide the City a statement, under oath, showing the Gross Revenue for the preceding year.

**(E) Acceptance of Payment.** Acceptance by the City of any payment due under this Section shall not be a waiver by the City of any breach of this Franchise occurring prior to the acceptance, nor shall the acceptance by the City preclude the City from later establishing that a larger amount was actually due, or from collecting the balance due to the City.

**(F) Late Payments.** Interest on late payments shall accrue from the due date at 9% per annum, and shall be computed based on the actual number of days elapsed from the due date until payment. Interest shall accrue without regard to whether the City has provided notice of delinquency.

**(G) No Exemption From Other Fees or Taxes.** Payment of the amounts described in this Section 12 shall not exempt Grantee from the payment of any other license fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City or any other taxing authority, except as may otherwise be provided in the ordinance or laws imposing such other license fee, tax or charge.

**(H) Direct Access and Volumetric Methodologies.** Should the City direct that the payments made under this Section 12 be based on volume-based methodologies as specifically described in ORS 221.655 instead of the formula set out in subsections 12 (A) and (C), notice must be given to Grantee in writing for subsequent payments to be made using volume-based methodology. The volumetric calculation shall apply to payments made in one calendar year (based on January 1 to December 31 billings from the previous calendar year). The choice to use volumetric methodology must be renewed annually by the City. No notice is necessary if the City chooses to remain on the revenue-based calculation.

**(I) Payment Obligation Survives Franchise.** If prior to the expiration of this Franchise the parties do not finish negotiation of a new franchise agreement, the obligation to make the payments imposed by this Section 12 shall survive expiration of this Franchise until a new franchise agreement becomes effective and supersedes this Franchise. In the event this Franchise is terminated before expiration, Grantee shall make the remaining payments owed, if any, within ninety (90) days of the termination date.

### **SECTION 13. AUDIT.**

**(A) Audit Notice and Record Access.** The City may audit or review Grantee's calculation of Gross Revenues. Within ten (10) business days after receiving a written request from the City, or such other

time frame as agreed by both parties, Grantee shall furnish the City and any auditor or third party retained by the City: (1) information sufficient to demonstrate that Grantee is in compliance with this Franchise; and (2) access to all books, records, maps and other documents maintained by Grantee with respect to Grantee Facilities that are necessary for the City to perform such audit or review. Grantee shall provide access to such information to City within the City, or the Portland, Oregon, metropolitan area, during regular Grantee business hours. The City may not audit or review Grantee more than once for Gross Revenue calculations made during a specific period of time.

**(B) Audit Payment.** If the City's audit or review shows that the amounts due to the City are higher than those based on the Grantee's calculation of Gross Revenue, then Grantee shall make a payment for the difference within sixty (60) days after the delivery to Grantee of the audit or review results. In addition to paying any underpayment, Grantee shall pay interest from the original due date, based on Grantee's cost of debt as approved by the OPUC as of the due date, plus 100 basis points, but not penalties, as specified in this Franchise. If the City's audit or review shows that the amounts due to the City based on the Grantee's calculation of Gross Revenue deviated by five percent (5%) or more in any one year from the City's calculation during the audit or review, Grantee shall reimburse the City for the cost associated with the audit or review, not to exceed one percent (1%) of the total annual franchise fee payment for the applicable audit or review period.

**SECTION 14. TERMINATION AND REMEDIES.**

**(A) By City for Cause.** If Grantee ceases to maintain Grantee Facilities in accordance with the maintenance commitments outlined in the Service Quality Measures Review filed with the OPUC, and this causes an increase in the risk to the public of personal injury or property damage, the City shall notify Grantee and Grantee shall have thirty (30) days after the date of the notice to eliminate such risk or, if such risk cannot be eliminated within thirty (30) days, such reasonable time period as is required to eliminate such risk and Grantee shall bear all costs related to remedying the risk. If Grantee does not eliminate the risk in accordance with the preceding sentence, the City may then terminate this Franchise by providing Grantee written notice of termination.

**(B) By City if City Will Provide Service.** The City may terminate this Franchise upon one year's written notice to Grantee in the event that the City decides to engage in public ownership of the electric facilities located in the Public ROW and the public distribution of electric energy to customers throughout the City in accordance with ORS 758.470.

**(C) City Reserves Right to Terminate.** In addition to any other rights provided for in this Franchise, the City reserves the right, subject to subsections 14 (E) and (F), to terminate this Franchise in the event that:

- (1)** The Grantee materially violates any material provision of this Franchise;
- (2)** The Grantee is found by a court of competent jurisdiction to have practiced any material fraud or deceit upon the City;
- (3)** There is a final determination that Grantee has failed, refused, neglected or is otherwise unable to obtain or maintain Grantee's service territory designation required by any federal or state regulatory body regarding Grantee's operation of Grantee's Electric Light and Power System; or
- (4)** Grantee becomes unable or unwilling to pay its debts, or is adjudged bankrupt.

**(D) Material Provisions.** For purposes of this Section 14, the following are material provisions of this Franchise, allowing the City to exercise its rights under this Section 14 or as set forth elsewhere in this Franchise:

- (1)** The invalidation, failure to pay or any suspension of Grantee's payments of franchise fees or privilege taxes to the City for use of the Public ROW under this Franchise;
- (2)** Any failure by Grantee to submit timely reports as may be requested by the City, regarding the calculation of its franchise fees or privilege taxes paid or to be paid to the City;



(3) Any failure by Grantee to maintain the liability insurance or self-insurance required under this Franchise;

(4) Any failure by Grantee to provide copies of requested information as provided under Sections 4, 5, and 13 above; and

(5) Any failure by Grantee to otherwise substantially comply with the requirements of Section 4 through Section 20 of this Franchise, unless otherwise agreed.

**(E) Notice and Opportunity to Cure.** The City shall provide Grantee thirty (30) days prior written notice of its intent to exercise its rights under this Section 14, stating the reasons for such action. If Grantee cures the basis for termination or if Grantee initiates efforts satisfactory to the City to remedy the basis for termination and the efforts continue in good faith within the thirty (30) day notice period, the City shall not exercise its remedy rights. If Grantee fails to cure the basis for termination or if Grantee does not undertake and/or maintain efforts satisfactory to the City to remedy the basis for termination within the thirty (30) day notice period, then the City Council may impose any or all of the remedies available under this Section 14.

**(F) Remedies.** In determining which remedy or remedies are appropriate, the City shall consider the nature of the violation, the person or persons burdened by the violation, the nature of the remedy required in order to prevent further such violations, and any other matters the City deems appropriate.

**(G) Financial Penalty.** In addition to any rights set out elsewhere in this Franchise, as well as its rights under the City Code or other law, the City reserves the right at its sole option to impose a financial penalty of up to \$500.00 per day per material violation of a material provision of this Franchise when the opportunity to cure has passed.

**SECTION 15. ASSIGNMENT OF FRANCHISE.** Grantee may not sell, assign, transfer, or convey this Franchise to a third party without the City Council giving its consent in a duly passed ordinance or resolution. Upon obtaining such consent, this Franchise shall inure to and bind such third party. Grantee shall not sell or assign this Franchise to an entity that is not authorized by the OPUC to provide electric service to retail consumers in the City or is not otherwise authorized to provide electric service to retail consumers under Oregon law. Prior to any proposed transfer, Grantee shall be in full compliance with this Franchise and the proposed transferee shall agree in writing to be bound by this Franchise. In the event Grantee is purchased by or merged into another entity and Grantee survives such purchase or merger as a public utility, Grantee shall provide notice to the City of such purchase or merger, but shall have no obligation under this Franchise to obtain the consent of the City Council for such purchase or merger.

**SECTION 16. REMOVAL OF FACILITIES.** If this Franchise is terminated or expires on its own terms and is not replaced by a new franchise agreement or similar authorization, the City may determine whether Grantee must remove Grantee Facilities from the Public ROW or they may remain in place. The City shall provide written notice of any requirement to remove Grantee Facilities and shall provide Grantee sixty (60) days to comment on such requirement to move Grantee Facilities. Following consideration of any such comments, the City Manager may issue an order requiring removal of Grantee Facilities within nine (9) months after such order is declared.

**SECTION 17. INDEMNIFICATION.** To the fullest extent permitted by law, Grantee shall defend, indemnify and hold harmless the City and its officers, officials, employees, and agents against any and all third party claims, damages, costs and expenses, including attorney's fees and costs, to which the City may be subjected as a result of any acts, omissions, negligence, gross negligence or willful misconduct of Grantee, or its affiliates, officers, employees, agents, contractors or subcontractors, except to the extent that such claims, damages, costs and expenses are caused by the negligence, gross negligence or willful

misconduct of the City. The obligations imposed by this Section are intended to survive termination of this Franchise.

**SECTION 17(A). DISCLAIMER OF CONSEQUENTIAL DAMAGES.** EXCEPT AS OTHERWISE SPECIFICALLY REQUIRED IN SECTION 8(G), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HERETO FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT, OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, WHETHER OR NOT ARISING FROM SUCH PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE.

**SECTION 18. INSURANCE.** Grantee shall maintain in full force and effect, for the entire Term of this Agreement, the following insurance covering risks associated with Grantee's ownership and use of Grantee Facilities and the Public ROW:

**(A)** General Liability insurance covering operations by or on behalf of Grantee for Bodily Injury and Property Damage, including Completed Operations and Contractors' Liability coverage, in an amount equal to Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate.

**(B)** Automobile Liability insurance to cover any vehicles used in connection with its activities under this Franchise, with a combined single limit equal to One Million Dollars (\$1,000,000.00) per accident.

**(C)** Workers' Compensation coverage as required by law and Employer's Liability Insurance with limits of One Million Dollars (\$1,000,000.00).

**(D)** With the exception of Workers' Compensation and Employers Liability coverage, Grantee shall include the City as an additional insured on all applicable policies. Grantee agrees that its insurance policies shall not be canceled unless thirty (30) days prior written notice is provided to the City by Grantee. Grantee shall provide the City with a certificate of insurance evidencing such coverage as a condition of this Franchise and shall provide updated certificates upon written request by the City.

**(E) In Lieu of Insurance.** In lieu of the insurance policies required by this Section 18, Grantee shall have the right to self-insure any and all of the coverage outlined hereunder. If Grantee elects to self-insure, it shall do so in an amount at least equal to the coverage requirements of this Section 18 in a form acceptable to the City and consistent with Grantee's risk management practices. Grantee shall provide proof of self-insurance to the City before this Franchise takes effect and thereafter upon written request by the City.

**SECTION 19. LIMITATION ON PRIVILEGES.** All rights and authority granted to Grantee by the City under this Franchise are conditioned on the understanding and agreement that the privileges in the Public ROW shall not be an enhancement of Grantee's properties or an asset or item of ownership of Grantee.

**SECTION 20. REMEDIES AND PENALTIES NOT EXCLUSIVE.** All remedies and penalties under this Franchise, including termination, are cumulative and not exclusive, and the recovery or enforcement by one available remedy or imposition of a penalty is not a bar to recovery or enforcement by any other remedy or imposition of any other penalty. The City reserves the right to enforce the penal provisions of any City ordinance or resolution and to avail itself to any and all remedies available at law or in equity. Failure to enforce any term, condition or obligation of this Franchise shall not be construed as a waiver of a breach of any term, condition or obligation of this Franchise. A specific waiver of a particular breach of any term, condition or obligation of this Franchise shall not be a waiver of any other, subsequent or future breach of the same or any other term, condition or obligation of this Franchise.

**SECTION 21. SEVERABILITY CLAUSE.** If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, all portions of this Franchise that are not held to be invalid or unconstitutional shall remain in effect until this Franchise is terminated or expired. After any declaration of invalidity or unconstitutionality of a portion of this Franchise, either party may demand that the other party meet to discuss amending the terms of this Franchise to conform to the original intent of the parties. If the parties are unable to agree on a revised franchise agreement within ninety (90) days after a portion of this Franchise is found to be invalid or unconstitutional, either party may terminate this Franchise by delivering one hundred and eighty (180) days notice to the other party.

**SECTION 22. ACCEPTANCE.** Within thirty (30) days after the resolution adopting this Franchise is passed by the City Council, Grantee shall file with the City Recorder its written unconditional acceptance or rejection of this Franchise. The signature of Grantee's authorized representative in the signature block at the end of this Franchise shall be considered written unconditional acceptance for purposes of this Section 22. If Grantee files a rejection, or fails to file a written unconditional acceptance within thirty (30) days, this Franchise shall be null and void.

**SECTION 23. NOTICE.** Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the following addressee, (2) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (3) sent by overnight or commercial air courier (such as Federal Express or UPS), or (4) sent by facsimile transmission with verification of receipt, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

**If to the City: City Manager, City of Silverton, Oregon**

**306 S Water St  
Silverton, Oregon 97381  
Fax: (503) 873-3210**

**With a copy to: City Attorney, City of Silverton, Oregon**

**Beery, Elsner & Hammond, LLP  
1750 SW Harbor Way, Suite 380  
Portland, OR 97201  
FAX: (503) 226-2348**

**If to the Grantee: Government Affairs**

**Portland General Electric Company  
121 SW Salmon St.  
Portland, Oregon 97204  
FAX: (503) 464-2354**

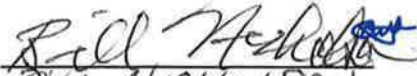
**With a copy to: Portland General Electric Company**

**Attn: General Counsel  
One World Trade Center, 17<sup>th</sup> Floor  
121 SW Salmon Street  
Portland, Oregon 97204  
FAX: (503) 464-2200**

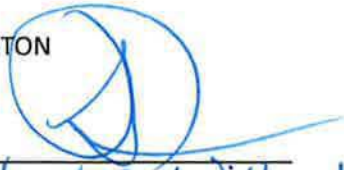
Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three (3) business days after depositing in the United States mail, one (1) business day after shipment by commercial air courier or the same day as confirmed facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday).

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Franchise as of the dates indicated below.

PORTLAND GENERAL ELECTRIC COMPANY

By:   
Name: Bill NICHOLSEN  
Title: SR VP  
Date: 9/4/14

CITY OF SILVERTON

By:   
Name: Robert S. Willoughby  
Title: City Manager  
Date: 8/5/14

**CITY OF SILVERTON**  
**ORDINANCE**  
**14-07**

**AN ORDINANCE OF THE SILVERTON CITY COUNCIL IMPOSING A PRIVILEGE TAX UPON PORTLAND GENERAL ELECTRIC FOR USE OF CITY OF SILVERTON RIGHTS OF WAY**

**WHEREAS**, the City Council approved Resolution No. 14-41, approving a non-exclusive electric franchise (“Franchise”) for Portland General Electric Company (“PGE”) effective September 13, 2014; and

**WHEREAS**, Section 12(A) of the Franchise provides for compensation to be paid to the City for PGE’s use of the public rights of way in an amount of three and one half percent (3.5%) of PGE’s gross revenues earned within the City; and

**WHEREAS**, the City has home rule and statutory authority to require payment of an additional amount of PGE’s gross revenues earned within the City for such right of way use; and

**WHEREAS**, the City Council finds it is in the best interest of the City and its citizens to increase the compensation due for use of the rights of way within the City of Silverton from three and one half percent (3.5%) to five percent (5%).

**NOW THEREFORE, THE SILVERTON CITY COUNCIL ORDAINS AS FOLLOWS:**

Section 1: There is hereby imposed on PGE a privilege tax of one and one half percent (1.5%) per annum of the gross revenues as defined in the franchise approved by Resolution No. 14-41, which amount will be in addition to the existing three and one half percent (3.5%) franchise fee, in order to reach a combined annual fee of five percent (5%) per annum.

Section 2: The privilege tax described in Section 1 shall be paid quarterly, in arrears within forty-five (45) days after the end of each calendar quarter, and shall be accompanied by an accounting of gross revenues and a calculation of the amount payable. PGE shall pay interest at the rate of nine percent (9%) per year for any payment made after the due date.


Section 3: The privilege tax described in Section 1 is not subject to the property tax limitations of Article XI, Sections 11(b) and 11(19) of the Oregon Constitution and is not a fee imposed on property or property owners by fact of ownership.

Section 4: This Ordinance shall be effective upon and from 30 days of adoption.

Ordinance adopted by the City Council of the City of Silverton, this 8<sup>th</sup> day of September, 2014.

  
\_\_\_\_\_  
Mayor, City of Silverton  
Stu Rasmussen

ATTEST

  
\_\_\_\_\_  
City Manager/Recorder, City of Silverton  
Bob Willoughby

## FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is made and entered into by and between the City of Silverton, an Oregon municipal corporation ("City") and Portland General Electric Company, a corporation ("Grantee").

**WHEREAS**, Grantee has been providing electric light and power service within the City; and

**WHEREAS**, Grantee is duly authorized by the Oregon Public Utility Commission ("OPUC") to supply electric light and power within the City; and

**WHEREAS**, the City has the authority to regulate the use of the Public ROW (as defined below) within the City and to receive compensation for the use of the Public ROW; and

**WHEREAS**, the City and Grantee both desire Grantee to continue to be able to provide electric service within the City and to establish the terms by which Grantee shall use and occupy the Public ROW;

### **NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

#### **SECTION 1. NATURE AND TERM OF FRANCHISE.**

**(A)** The City hereby grants to Grantee and its successors and assigns, subject to the terms and conditions in this Franchise, a nonexclusive franchise to place, install, repair, maintain, upgrade and operate Grantee's Electric Light and Power System (as hereinafter defined) within the City as it now exists or may be extended in the future, upon, over, along, and across the surface of and the space above and below the streets, alleys, roads, highways, sidewalks, bridges, and other public ways over which the City has jurisdiction, as well as Public Utility Easements on third party property on which a preliminary subdivision plat has been approved by the City, and which will be managed by the City thereafter ("PUEs"), (collectively, "Public ROW") for the provision of utility services within the City as Grantee's Electric Light and Power System now exists or is extended or upgraded in the future. The Franchise permits use of the Public ROW only to the extent of the City's right, title, interest and authority to grant a franchise to occupy and use such areas for electric facilities. Nothing in this Franchise limits the City from granting others the right to carry on activities similar to, or different from the ones described in this Franchise. The rights granted herein do not include the right to build or site electric generating facilities in the Public ROW.

**(B) Existing facilities.** All Grantee Facilities in possession of Grantee as of the Effective Date or during the Term (as defined in Section 1(C)) that are located within the Public ROW are covered by this Franchise and are hereby approved for the purposes of this Franchise, subject to Grantee's acknowledgement that the City has not inventoried or evaluated Grantee Facilities to ensure their compliance with applicable local, state and federal laws, regulations and orders. The City may require relocation of Grantee Facilities as further specified in Section 8. This Agreement also includes the privilege to repair, maintain, upgrade and operate Grantee Facilities located in City park property that are existing as of the Effective Date of this Agreement. Installation of Grantee Facilities in City park property on or after the Effective Date of this Agreement, and to repair, maintain, upgrade and operate such after-installed Grantee Facilities, shall be subject to separate written permission from the City. With respect to Grantee Facilities located in City park property existing as of the Effective Date of this Agreement, City park property shall be treated the same as the Public ROW for purposes of Sections 4(C), 4(D), 5, 6, 7 and 8 herein.

**(C) Term.** The effective date of this Franchise shall be September 13, 2014 (the "Effective Date"), and shall expire 10 years after the Effective Date, unless renegotiated or terminated as provided herein ("Term"). Upon becoming effective, this Franchise shall supersede and replace any and all other franchise agreements that may be or have been in place between Grantee and the City as of or prior to the Effective Date.

**SECTION 2. PERFORMANCE.** Except as provided elsewhere in this Agreement, during the Term, Grantee agrees to comply with all lawful terms and conditions of the Charter of the City of Silverton and general ordinance provisions passed pursuant thereto existing as of the effective date of this Agreement or hereafter enacted. All work performed under the terms of this Franchise, including work performed by Grantee, the City, or under the City's direction shall comply with the requirements of the NESC and Grantee's construction and operating standards in effect at the time of installation. Nothing in this Franchise shall be deemed to waive the requirements of the various codes and ordinances of the City regarding permits, fees to be paid that are generally applicable to other similar businesses operating within the City, or the manner of construction. Should there be a direct conflict between any terms or conditions stated in a permit granted by the City and the terms of this Franchise, the terms of this Franchise shall control.

**SECTION 3. DEFINITIONS.**

**(A) Captions.** Throughout this Franchise, captions to sections are intended solely to facilitate reading and to reference the provisions of this Franchise. The captions shall not affect the meaning and interpretation of this Franchise.

**(B) Definitions.** For purposes of this Franchise, the following terms, phrases, and their derivations shall have the meanings given below unless the context indicates otherwise. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

**(1)** "City" means the City of Silverton, Oregon, a municipal corporation, and all of the territory within its corporate boundaries, as such may change from time to time.

**(2)** "City Council" means the Council of the City.

**(3)** "City Engineer" means the City Engineer of the City.

**(4)** "City Manager" means the City Manager of the City.

**(5)** "City Recorder" means the Recorder of the City.

**(6)** "Director of Finance" means the Director of Finance of the City.

**(7)** "Emergency" means a situation involving (a) an unscheduled outage affecting one or more customers, or (b) danger to public safety. Emergency also includes situations where the failure of Grantee to act would result in (a) or (b) within 24 hours.

**(8)** "Franchise" means this Franchise Agreement as fully executed by the City and Grantee and adopted by the City Council pursuant to Resolution No. 14-38.

**(9)** "Grantee" means Portland General Electric Company, an Oregon corporation.

**(10)** "Grantee Facility" means any tangible component of Grantee's Electric Light and Power System, including but not limited to any poles, guy wires, anchors, wire, fixtures, equipment, conduit, circuits, vaults, switch cabinets, transformers, secondary junction cabinets, antennas, communication equipment and other property necessary or convenient to supply electric light and power by Grantee within the City.

**(11)** "Grantee's Electric Light and Power System" means all Grantee Facilities used by Grantee in the transmission and distribution of its services that are located inside the boundaries of the City.

**(12)** "Gross Revenues" shall be deemed to include any and all revenues derived by Grantee within the City from Grantee's Electric Light and Power System, and includes, but is not limited to, the sale of and use of electricity and electric service, and the use, rental, or lease of Grantee Facilities, after adjustment for the net write-off of uncollectible accounts. Gross Revenues do not include proceeds from the sale of bonds, mortgages or other evidence of indebtedness, securities or stocks, or sales at wholesale by one public utility to another of electrical energy when the utility purchasing such electrical energy is not the



ultimate consumer. Gross Revenues also do not include revenue from joint pole use. For purposes of this Franchise, revenue from joint pole use includes any revenue collected by Grantee from other franchisees, permittees, or licensees of the City for the right to attach wires, cable or other facilities or equipment to Grantee's poles or place them in Grantee's conduits.

(13) "NESC" means the National Electrical Safety Code.

(14) "OPUC" means the Oregon Public Utility Commission.

(15) "person" means any individual, sole proprietorship, partnership, association, corporation, cooperative, People's Utility District, or other form of organization authorized to do business in the State of Oregon, and includes any natural person.

(16) "Public ROW" shall have the meaning described in Section 1(A).

(17) "PUE" shall have the meaning described in Section 1(A).

(18) "Term" shall have the meaning described in Section 1(C).

(19) "year," "annual," or "annually" means the period consisting of a full calendar year, beginning January 1 and ending December 31, unless otherwise provided in this Franchise.

#### **SECTION 4. CONSTRUCTION**

**(A) New Construction.** Grantee's Electric Light and Power System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits or other facilities that may have been laid in the Public ROW by or under the City's authority. Grantee shall comply with all applicable City permitting requirements, including payment of applicable permit fees. Grantee shall construct Grantee Facilities in accordance with the terms and conditions of the City permit, including installation in the location approved in the permit. If any work has been completed by Grantee in the Public ROW and the City determines such work was not completed in a City approved location as required in the permit, or otherwise was not in compliance with the permit, the City shall notify Grantee and provide Grantee with sixty (60) days to re-perform the work. Unless otherwise agreed to in writing by the City, whenever any existing electric, cable or telecommunications facilities are located underground in the area in which Grantee is installing new Grantee Facilities, Grantee shall install Grantee Facilities underground at its own expense. This requirement shall not apply to Grantee Facilities used for the transmission of electric energy at nominal voltages in excess of 35,000 volts or to pedestals, cabinets or other above-ground equipment. The City reserves the right to require written approval of the location of any such above-ground equipment in the Public ROW. To the extent the City has the authority to do so, the City shall impose a condition on its land use development approval that the developer either (i) provide a sufficient location in the Public ROW located in the land use development for Grantee Facilities that meet the Grantee's construction standards as provided to the OPUC and NESC requirements, or (ii) provide or obtain an easement for Grantee Facilities that meets the construction standards as provided to the OPUC, and NESC requirements.

**(B) Acquisition.** Subsequent to the Effective Date, upon Grantee's acquisition of additional Grantee Facilities in the Public ROW, or upon any addition or annexation to the City of any area in which Grantee retains Grantee Facilities in the Public ROW of such addition or annexation, Grantee shall submit to the City a statement describing all Grantee Facilities involved, whether authorized by a franchise agreement or upon any other form of prior right, together with a map, as described in Section 5, specifying the location of all such Grantee Facilities. Such Grantee Facilities shall immediately be subject to the terms of this Franchise.

**(C) Emergency Repairs.** In the event Emergency repairs to Grantee Facilities located in the Public ROW are necessary, Grantee shall as soon as reasonably possible notify the City of the need for such repairs. If permits are required by City, Grantee shall apply for appropriate permits the next business day or as soon as reasonably possible following discovery of the Emergency. In the event excavation is

necessary in conjunction with the repairs, Section 6 shall also apply. After Emergency work has been completed by Grantee in the Public ROW, the City may inspect such work and if the City determines such work was not completed in a manner or location acceptable to the City in accordance with this Franchise, the City shall notify Grantee and provide Grantee with sixty (60) days after the Emergency has passed to re-perform the work in a City approved manner and location that conforms to the requirements of the NESC.

**(D) Reasonable Care.** All work completed by Grantee within the Public ROW under the provisions of this Franchise Agreement, shall be conducted with reasonable care and with the goal of minimizing the risk to those using the Public ROW and to minimize the risk of damage to public and third party property. Grantee shall comply with all applicable City permitting requirements, including payment of applicable permit fees. All work shall be performed in accordance with the terms and conditions of the City permit and all applicable laws and regulations, including but not limited to the NESC. Any work completed by Grantee within the Public ROW may be inspected by the City to determine whether it has been placed in its approved location according to Grantee's permit issued by the City. If any work has been completed by Grantee in the Public ROW and the City determines such work was not completed in a City approved location as required in the permit, or otherwise was not in compliance with the permit, the City shall notify Grantee and provide Grantee with sixty (60) days to re-perform the work.

**(E) Cooperation between Grantee and City.** In accordance with ORS 758.025, for purposes of this Franchise, including but not limited to Sections 4, 8 and 10, Grantee and City shall coordinate during the planning and design phase of any project affecting Grantee's Facilities in the Public ROW to discuss the project's scope and schedule, including options to minimize or eliminate the costs to the City and to Grantee. The City is not required to avoid or minimize costs to Grantee in a way that materially affects the project's scope, costs or schedule. The Grantee and City shall endeavor to meet at least annually to forecast potential construction, relocation and other activities which may be subject to this Franchise.

**(F) Responsibility for Work Performed.** Grantee shall be responsible for all work, including but not limited to construction, relocation, excavation and restoration, performed pursuant to this Franchise by Grantee, its employees, contractors, subcontractors or agents.

**SECTION 5. SUPPLYING MAPS.** Grantee shall maintain maps and data pertaining to the location of Grantee Facilities on file at its corporate offices or at an office in Oregon. After providing Grantee with twenty-four (24) hours prior notice, the City may inspect the maps and data (excluding Grantee proprietary information) at any time during Grantee's business hours. Upon request of the City and without charge, Grantee shall furnish current maps and data to the City by electronic data in read-only format showing the general location of Grantee Facilities, excluding Grantee proprietary information. If requested by the City, Grantee shall provide City with access to more detailed information on Grantee's maps or available in Grantee's data. Unless required by law, the City will not sell or provide Grantee prepared maps or data to third parties without written permission from Grantee. Upon request of Grantee, the City will make available to Grantee any relevant City prepared maps or data, at no charge to Grantee, showing the general location of City-owned facilities in the Public ROW, excluding information exempt from public disclosure. Grantee will not sell or provide City prepared maps or data to third parties without written permission from the City.

**SECTION 6. EXCAVATION.** Subject to Sections 4 and 7, and after obtaining any permits required by the City, as well as complying with ORS 757.542 et seq. (Oregon Utility Notification Center) as they may be amended from time to time, Grantee may make all necessary excavations within the Public ROW for the purpose of installing, repairing, upgrading or maintaining Grantee Facilities. All excavations made by Grantee in the Public ROW shall be properly safeguarded for the prevention of accidents.

**SECTION 7. RESTORATION AFTER EXCAVATION.** Except as otherwise provided for in this Section, Grantee shall restore the surface of the Public ROW in the area disturbed by any excavation by Grantee to at least the same condition that it was in prior to excavation, in accordance with generally applicable published City standards and the permit issued by the City; provided, however, Grantee shall not be required, at Grantee's expense, to pave a gravel street that was gravel prior to the excavation, install sidewalk panels or curbs that did not exist prior to the excavation, or construct additional improvements in the Public ROW that did not exist prior to the excavation. If Grantee fails to restore the Public ROW to at least the same condition that it was in prior to the excavation, in accordance with generally applicable published City standards and the permit issued by the City, the City shall give Grantee written notice and provide Grantee a reasonable period of time, not to exceed thirty (30) days, to restore the Public ROW. As used in this section, "published" means available in hard copy at the City Hall. If the work of Grantee creates a public safety hazard as determined by the City Engineer, Grantee may be required to repair or restore the Public ROW within twenty-four (24) hours notice from the City, or such time as agreed between the City Engineer and Grantee, taking into consideration weather and other relevant factors. Should Grantee fail to make such repairs or restorations within the aforementioned time frames, the City may, after providing notice to Grantee, make such repairs or restorations and the cost thereof shall be paid by Grantee. The City reserves the right, after providing notice to Grantee, to remove or repair any work completed by Grantee which, in the determination of the City Engineer, does not meet City standards for street repair or restoration. If in the process the City's work affects Grantee Facilities, the City shall use a qualified contractor and the work shall be performed in accordance with applicable state and federal safety laws and regulations, Grantee's construction standards as provided to the OPUC and NESC requirements. The cost of the work performed by the City pursuant to the preceding two sentences, including the cost of inspection and supervision, shall be paid by Grantee. In the event that Grantee's work is coordinated with other construction work in the Public ROW, the City Engineer may excuse Grantee from restoring the surface of the Public ROW, providing that as part of the coordinated work, the Public ROW is restored to good order and condition.

**SECTION 8. RELOCATION.**

**(A) Permanent Relocation Required by City –** This subsection (A) covers permanent relocation of overhead Grantee Facilities that will remain overhead, and underground Grantee Facilities that will remain underground. The City shall have the right, when consistent with its legal authority, to require Grantee to remove or relocate Grantee's Electric Light and Power System located in the Public ROW for any public project, and, unless otherwise agreed, the expenses thereof shall be paid by Grantee.

**(B) Notice.** The City will endeavor to provide as much notice as possible prior to requiring Grantee to remove or relocate Grantee Facilities pursuant to subsections (A) and (C). The notice shall specify the date by which the existing Grantee Facilities must be removed or relocated. Nothing in this Section 8 shall prevent the City and Grantee from agreeing, either before or after notice is provided, to a mutually acceptable schedule for relocation

**(C) Permanent Relocation - Undergrounding.** This subsection (C) applies to conversions of Grantee Facilities from overhead to underground regardless of whether or not such conversion is made in conjunction with a public project. The City may require Grantee to convert any overhead Grantee Facilities to underground Grantee Facilities at the same or different locations, subject to the NESC and Grantee's engineering and safety standards. This subsection shall not apply to Grantee Facilities that are necessary in connection with the transmission of electric energy at nominal voltages in excess of 35,000 volts or to pedestals, cabinets or other above-ground equipment. Any such underground relocation shall be consistent with applicable long-term development plans or projects of the City, or as approved by the City. The expense of such a conversion shall be paid by Grantee, and Grantee may recover its costs from its customers in accordance with state law, administrative rule, or regulation. Nothing in this

subsection prevents the City and Grantee from agreeing to a different form of cost recovery on a case-by-case basis consistent with applicable statutes, administrative rules, or regulations.

**(D) Temporary Relocation at Request of City.** This subsection (D) covers temporary relocation of overhead Grantee Facilities that will remain overhead, as well as underground Grantee Facilities that will remain underground. The City may require Grantee to temporarily remove and relocate Grantee Facilities by giving sixty (60) days notice to Grantee. The cost of such temporary removal or relocation, as well as cost of replacing Grantee Facilities in their permanent location, shall be paid by Grantee when such temporary removal or relocation is for a public project and is consistent with the City's legal authority. The City may provide a temporary construction easement that meets NESC requirements and the Grantee's construction standards provided to the OPUC, and on which the Grantee may place its Facilities until such time as the Grantee moves its Facilities to their permanent location.

**(E) Relocation at Request of or to Accommodate Third Party.** In the event that any relocation of Grantee Facilities is requested by or is to accommodate a third party, Grantee shall seek reimbursement from the third party consistent with the Grantee's tariff on file with the OPUC and not from the City. If the relocation of Grantee Facilities is caused or required by the conditions placed by the City on approval for projects of third parties, Grantee shall pay the costs of such relocation to the extent required by the provisions of subsections (A), (C) or (D) where the improvements requiring relocation are (i) within existing Public ROW or are conditioned by the City to be dedicated as Public ROW (except when PGE has a private right, such as an easement, to be in the location that will be dedicated as Public ROW, in which case the private right shall control), and (ii) included in any master plan, transportation systems plan or comprehensive plan or regulation adopted or approved in a public process by the City as of the Effective Date.

**(F) Temporary Relocation at Request of Third Parties.** Whenever it is necessary to temporarily relocate or rearrange any Grantee Facility at the request of a third party in order to permit the passage of any building, machinery or other object, Grantee shall perform the work after receiving sixty (60) business days written notice from the persons desiring to move the building, machinery or other object. The notice shall: (1) demonstrate that the third party has acquired at its expense all necessary permits from the City; (2) detail the route of movement of the building, machinery, or other object; (3) provide that the person requesting the temporary relocation shall be responsible for Grantee's costs; (4) provide that the requestor shall indemnify and hold harmless the City and Grantee from any and all damages or claims resulting either from the moving of the building, machinery or other object or from the temporary relocation of Grantee Facilities; and (5) be accompanied by a cash deposit or other security acceptable to Grantee for the costs of relocation. Grantee in its sole discretion may waive the security obligation. The cash deposit or other security shall be in an amount reasonably calculated by Grantee to cover Grantee's costs of temporary relocation and restoration. All temporary relocations under this subsection shall comply with ORS 757.805.

**(G) Relocation or Conversion Delays.** Should Grantee fail to remove, relocate or convert any Grantee Facilities within the time required in this Section 8, or another mutually agreed-upon schedule, the City may, after providing notice to Grantee, perform such relocation using a qualified contractor in accordance with applicable state and federal safety laws and regulations, and Grantee's construction standards as provided to the OPUC and NESC requirements. Grantee shall reimburse all reasonable documented costs incurred by the City to complete such relocation, including delay damages incurred by the City. However, the City shall attempt to mitigate the delay damages for which the Grantee could be responsible under this subsection by attempting to limit its liability in public contracts for delay damages in the event that the delay is caused by a force majeure event that prevents Grantee from removing or relocating its facilities in accordance with the schedule provided by the City.

**(H) Subsequent Relocation.** When the City requests a subsequent relocation of all or part of the same Grantee Facilities less than one (1) year after the initial relocation pursuant to subsection (A), and not at

the request of or to accommodate a third party or the result of events or conditions beyond the City's choice or control, including but not limited to Acts of God, severe storms, earthquakes, floods and other natural disasters, the subsequent relocation shall not be at Grantee's expense.

**SECTION 9. PUBLIC ROW VACATION.** If all or a portion of the Public ROW used by Grantee is vacated by the City during the Term, the City shall, to the extent reasonably possible, either condition the approval of the vacation on the reservation of an easement for Grantee Facilities in their then-current location that prohibits any use of the vacated property that interferes with Grantee's full enjoyment and use of its easement, or permit Grantee Facilities to remain in a PUE. If neither of these options is reasonably possible, Grantee shall, after notice from the City, remove Grantee Facilities from such vacated Public ROW, restore, repair or reconstruct the Public ROW where such removal has occurred in accordance with Section 7. Should Grantee fail to do so, the City may, after providing Grantee with ninety (90) days prior written notice, complete such work or cause it to be completed by a qualified contractor in accordance with applicable state and federal safety laws and regulations, and the cost thereof shall be borne by the Grantee. Upon request, the City will cooperate with Grantee to identify alternative locations within the Public ROW for Grantee Facilities if they are not permitted to remain in the vacated area.

**SECTION 10. CITY PUBLIC WORKS AND IMPROVEMENTS.** Nothing in this Franchise shall be construed in any way to prevent the City from constructing, installing, excavating, grading, paving, planking, repairing, widening, altering, or completing any work that may be needed or convenient in the Public ROW. Should any of this work be in proximity to Grantee's Facilities, the work will be performed consistent with the NESC. The City shall be responsible for the costs to repair any damage to Grantee Facilities arising out of such work. Nothing in this Section relieves either party from its obligations set forth in Sections 4(E) and 8.

**SECTION 11. USE OF GRANTEE FACILITIES.** City shall maintain permits to string wires on Grantee's poles or run wires in Grantee's trenches and/or available conduit for municipal purposes and to attach fire and police alarm and communication equipment to Grantee's poles, provided that such wires and equipment: a) do not unreasonably interfere with Grantee operations; b) conform to the NESC; and c) the City's excess capacity on such wires and equipment is not leased to, sold to or otherwise used by non-governmental third parties. Grantee shall not charge the City for such attachments to its poles or in its conduits; however, the City shall be responsible to pay for any make-ready and inspections Grantee must perform in order to provide access to Grantee Facilities for City wires and equipment in accordance with the NESC. Should any of the City's attachments to Grantee Facilities violate the NESC, the City shall work with Grantee to address and correct such violations in an agreed-upon period of time. The City shall indemnify and hold Grantee harmless from loss or damage resulting from the presence of City's wires and equipment on or in Grantee Facilities, except to the extent such loss or damage is caused by the negligence or willful misconduct of Grantee, its agents or contractors. For purposes of this Franchise, "make-ready" shall mean engineering or construction activities necessary to make a pole, conduit, or other support equipment available for a new attachment, attachment modifications, or additional facilities.

**SECTION 12. PAYMENT FOR USE OF PUBLIC ROW.**  
**(A) Use of Public ROW.** In consideration for its use of the Public ROW in accordance with the terms of this Franchise, Grantee agrees to pay the City an amount equal to 3 ½ percent of its Gross Revenue. The amount of the current year's franchise fee shall be based on Gross Revenue collected by Grantee during

the previous calendar year, and shall be paid on an annual basis for Grantees' rights under this Agreement for the full calendar year in which the payment is made.

To the extent permissible under state law and regulation, the payment imposed by this subsection shall be considered an operating expense of Grantee and shall not be itemized or billed separately to consumers within the City.

**(B) Property Tax Limitations Do Not Apply.** The payment described in this Section 12 is not subject to the property tax limitations of Article XI, Sections 11(b) and 11(19) of the Oregon Constitution and is not a fee imposed on property or property owners by fact of ownership.

**(C) Privilege Tax.** The City shall retain the right, as permitted by Oregon law, to charge a privilege tax based on a percentage of the Gross Revenue earned from Grantee's customers within the City in addition to the payment amounts set forth in subsection (A). The City shall provide Grantee at least ninety (90) days notice prior to any privilege tax or increase in privilege tax becoming effective. Grantee shall follow state regulations regarding the inclusion of such privilege tax as an itemized charge on the electricity bills of its customers within the City.

**(D) Remittance of Annual Payment.** Grantee shall remit to the Director of Finance on or before the first (1st) day of April of each year, the annual 3 ½% franchise fee payment to be made in such year that covers Grantee's rights under this Agreement for the full calendar year in which the payment is made. Payment must be made in immediately available federal funds. No later than the first (1<sup>st</sup>) day of March of each year, Grantee shall provide the City a statement, under oath, showing the Gross Revenue for the preceding year.

**(E) Acceptance of Payment.** Acceptance by the City of any payment due under this Section shall not be a waiver by the City of any breach of this Franchise occurring prior to the acceptance, nor shall the acceptance by the City preclude the City from later establishing that a larger amount was actually due, or from collecting the balance due to the City.

**(F) Late Payments.** Interest on late payments shall accrue from the due date at 9% per annum, and shall be computed based on the actual number of days elapsed from the due date until payment. Interest shall accrue without regard to whether the City has provided notice of delinquency.

**(G) No Exemption From Other Fees or Taxes.** Payment of the amounts described in this Section 12 shall not exempt Grantee from the payment of any other license fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City or any other taxing authority, except as may otherwise be provided in the ordinance or laws imposing such other license fee, tax or charge.

**(H) Direct Access and Volumetric Methodologies.** Should the City direct that the payments made under this Section 12 be based on volume-based methodologies as specifically described in ORS 221.655 instead of the formula set out in subsections 12 (A) and (C), notice must be given to Grantee in writing for subsequent payments to be made using volume-based methodology. The volumetric calculation shall apply to payments made in one calendar year (based on January 1 to December 31 billings from the previous calendar year). The choice to use volumetric methodology must be renewed annually by the City. No notice is necessary if the City chooses to remain on the revenue-based calculation.

**(I) Payment Obligation Survives Franchise.** If prior to the expiration of this Franchise the parties do not finish negotiation of a new franchise agreement, the obligation to make the payments imposed by this Section 12 shall survive expiration of this Franchise until a new franchise agreement becomes effective and supersedes this Franchise. In the event this Franchise is terminated before expiration, Grantee shall make the remaining payments owed, if any, within ninety (90) days of the termination date.

### **SECTION 13. AUDIT.**

**(A) Audit Notice and Record Access.** The City may audit or review Grantee's calculation of Gross Revenues. Within ten (10) business days after receiving a written request from the City, or such other

time frame as agreed by both parties, Grantee shall furnish the City and any auditor or third party retained by the City: (1) information sufficient to demonstrate that Grantee is in compliance with this Franchise; and (2) access to all books, records, maps and other documents maintained by Grantee with respect to Grantee Facilities that are necessary for the City to perform such audit or review. Grantee shall provide access to such information to City within the City, or the Portland, Oregon, metropolitan area, during regular Grantee business hours. The City may not audit or review Grantee more than once for Gross Revenue calculations made during a specific period of time.

**(B) Audit Payment.** If the City's audit or review shows that the amounts due to the City are higher than those based on the Grantee's calculation of Gross Revenue, then Grantee shall make a payment for the difference within sixty (60) days after the delivery to Grantee of the audit or review results. In addition to paying any underpayment, Grantee shall pay interest from the original due date, based on Grantee's cost of debt as approved by the OPUC as of the due date, plus 100 basis points, but not penalties, as specified in this Franchise. If the City's audit or review shows that the amounts due to the City based on the Grantee's calculation of Gross Revenue deviated by five percent (5%) or more in any one year from the City's calculation during the audit or review, Grantee shall reimburse the City for the cost associated with the audit or review, not to exceed one percent (1%) of the total annual franchise fee payment for the applicable audit or review period.

#### **SECTION 14. TERMINATION AND REMEDIES.**

**(A) By City for Cause.** If Grantee ceases to maintain Grantee Facilities in accordance with the maintenance commitments outlined in the Service Quality Measures Review filed with the OPUC, and this causes an increase in the risk to the public of personal injury or property damage, the City shall notify Grantee and Grantee shall have thirty (30) days after the date of the notice to eliminate such risk or, if such risk cannot be eliminated within thirty (30) days, such reasonable time period as is required to eliminate such risk and Grantee shall bear all costs related to remedying the risk. If Grantee does not eliminate the risk in accordance with the preceding sentence, the City may then terminate this Franchise by providing Grantee written notice of termination.

**(B) By City if City Will Provide Service.** The City may terminate this Franchise upon one year's written notice to Grantee in the event that the City decides to engage in public ownership of the electric facilities located in the Public ROW and the public distribution of electric energy to customers throughout the City in accordance with ORS 758.470.

**(C) City Reserves Right to Terminate.** In addition to any other rights provided for in this Franchise, the City reserves the right, subject to subsections 14 (E) and (F), to terminate this Franchise in the event that:

- (1)** The Grantee materially violates any material provision of this Franchise;
- (2)** The Grantee is found by a court of competent jurisdiction to have practiced any material fraud or deceit upon the City;
- (3)** There is a final determination that Grantee has failed, refused, neglected or is otherwise unable to obtain or maintain Grantee's service territory designation required by any federal or state regulatory body regarding Grantee's operation of Grantee's Electric Light and Power System; or
- (4)** Grantee becomes unable or unwilling to pay its debts, or is adjudged bankrupt.

**(D) Material Provisions.** For purposes of this Section 14, the following are material provisions of this Franchise, allowing the City to exercise its rights under this Section 14 or as set forth elsewhere in this Franchise:

- (1)** The invalidation, failure to pay or any suspension of Grantee's payments of franchise fees or privilege taxes to the City for use of the Public ROW under this Franchise;
- (2)** Any failure by Grantee to submit timely reports as may be requested by the City, regarding the calculation of its franchise fees or privilege taxes paid or to be paid to the City;

(3) Any failure by Grantee to maintain the liability insurance or self-insurance required under this Franchise;

(4) Any failure by Grantee to provide copies of requested information as provided under Sections 4, 5, and 13 above; and

(5) Any failure by Grantee to otherwise substantially comply with the requirements of Section 4 through Section 20 of this Franchise, unless otherwise agreed.

**(E) Notice and Opportunity to Cure.** The City shall provide Grantee thirty (30) days prior written notice of its intent to exercise its rights under this Section 14, stating the reasons for such action. If Grantee cures the basis for termination or if Grantee initiates efforts satisfactory to the City to remedy the basis for termination and the efforts continue in good faith within the thirty (30) day notice period, the City shall not exercise its remedy rights. If Grantee fails to cure the basis for termination or if Grantee does not undertake and/or maintain efforts satisfactory to the City to remedy the basis for termination within the thirty (30) day notice period, then the City Council may impose any or all of the remedies available under this Section 14.

**(F) Remedies.** In determining which remedy or remedies are appropriate, the City shall consider the nature of the violation, the person or persons burdened by the violation, the nature of the remedy required in order to prevent further such violations, and any other matters the City deems appropriate.

**(G) Financial Penalty.** In addition to any rights set out elsewhere in this Franchise, as well as its rights under the City Code or other law, the City reserves the right at its sole option to impose a financial penalty of up to \$500.00 per day per material violation of a material provision of this Franchise when the opportunity to cure has passed.

**SECTION 15. ASSIGNMENT OF FRANCHISE.** Grantee may not sell, assign, transfer, or convey this Franchise to a third party without the City Council giving its consent in a duly passed ordinance or resolution. Upon obtaining such consent, this Franchise shall inure to and bind such third party. Grantee shall not sell or assign this Franchise to an entity that is not authorized by the OPUC to provide electric service to retail consumers in the City or is not otherwise authorized to provide electric service to retail consumers under Oregon law. Prior to any proposed transfer, Grantee shall be in full compliance with this Franchise and the proposed transferee shall agree in writing to be bound by this Franchise. In the event Grantee is purchased by or merged into another entity and Grantee survives such purchase or merger as a public utility, Grantee shall provide notice to the City of such purchase or merger, but shall have no obligation under this Franchise to obtain the consent of the City Council for such purchase or merger.

**SECTION 16. REMOVAL OF FACILITIES.** If this Franchise is terminated or expires on its own terms and is not replaced by a new franchise agreement or similar authorization, the City may determine whether Grantee must remove Grantee Facilities from the Public ROW or they may remain in place. The City shall provide written notice of any requirement to remove Grantee Facilities and shall provide Grantee sixty (60) days to comment on such requirement to move Grantee Facilities. Following consideration of any such comments, the City Manager may issue an order requiring removal of Grantee Facilities within nine (9) months after such order is declared.

**SECTION 17. INDEMNIFICATION.** To the fullest extent permitted by law, Grantee shall defend, indemnify and hold harmless the City and its officers, officials, employees, and agents against any and all third party claims, damages, costs and expenses, including attorney's fees and costs, to which the City may be subjected as a result of any acts, omissions, negligence, gross negligence or willful misconduct of Grantee, or its affiliates, officers, employees, agents, contractors or subcontractors, except to the extent that such claims, damages, costs and expenses are caused by the negligence, gross negligence or willful



misconduct of the City. The obligations imposed by this Section are intended to survive termination of this Franchise.

**SECTION 17(A). DISCLAIMER OF CONSEQUENTIAL DAMAGES.** EXCEPT AS OTHERWISE SPECIFICALLY REQUIRED IN SECTION 8(G), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HERETO FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT, OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, WHETHER OR NOT ARISING FROM SUCH PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE.

**SECTION 18. INSURANCE.** Grantee shall maintain in full force and effect, for the entire Term of this Agreement, the following insurance covering risks associated with Grantee's ownership and use of Grantee Facilities and the Public ROW:

(A) General Liability insurance covering operations by or on behalf of Grantee for Bodily Injury and Property Damage, including Completed Operations and Contractors' Liability coverage, in an amount equal to Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate.

(B) Automobile Liability insurance to cover any vehicles used in connection with its activities under this Franchise, with a combined single limit equal to One Million Dollars (\$1,000,000.00) per accident.

(C) Workers' Compensation coverage as required by law and Employer's Liability Insurance with limits of One Million Dollars (\$1,000,000.00).

(D) With the exception of Workers' Compensation and Employers Liability coverage, Grantee shall include the City as an additional insured on all applicable policies. Grantee agrees that its insurance policies shall not be canceled unless thirty (30) days prior written notice is provided to the City by Grantee. Grantee shall provide the City with a certificate of insurance evidencing such coverage as a condition of this Franchise and shall provide updated certificates upon written request by the City.

(E) **In Lieu of Insurance.** In lieu of the insurance policies required by this Section 18, Grantee shall have the right to self-insure any and all of the coverage outlined hereunder. If Grantee elects to self-insure, it shall do so in an amount at least equal to the coverage requirements of this Section 18 in a form acceptable to the City and consistent with Grantee's risk management practices. Grantee shall provide proof of self-insurance to the City before this Franchise takes effect and thereafter upon written request by the City.

**SECTION 19. LIMITATION ON PRIVILEGES.** All rights and authority granted to Grantee by the City under this Franchise are conditioned on the understanding and agreement that the privileges in the Public ROW shall not be an enhancement of Grantee's properties or an asset or item of ownership of Grantee.

**SECTION 20. REMEDIES AND PENALTIES NOT EXCLUSIVE.** All remedies and penalties under this Franchise, including termination, are cumulative and not exclusive, and the recovery or enforcement by one available remedy or imposition of a penalty is not a bar to recovery or enforcement by any other remedy or imposition of any other penalty. The City reserves the right to enforce the penal provisions of any City ordinance or resolution and to avail itself to any and all remedies available at law or in equity. Failure to enforce any term, condition or obligation of this Franchise shall not be construed as a waiver of a breach of any term, condition or obligation of this Franchise. A specific waiver of a particular breach of any term, condition or obligation of this Franchise shall not be a waiver of any other, subsequent or future breach of the same or any other term, condition or obligation of this Franchise.

**SECTION 21. SEVERABILITY CLAUSE.** If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, all portions of this Franchise that are not held to be invalid or unconstitutional shall remain in effect until this Franchise is terminated or expired. After any declaration of invalidity or unconstitutionality of a portion of this Franchise, either party may demand that the other party meet to discuss amending the terms of this Franchise to conform to the original intent of the parties. If the parties are unable to agree on a revised franchise agreement within ninety (90) days after a portion of this Franchise is found to be invalid or unconstitutional, either party may terminate this Franchise by delivering one hundred and eighty (180) days notice to the other party.

**SECTION 22. ACCEPTANCE.** Within thirty (30) days after the resolution adopting this Franchise is passed by the City Council, Grantee shall file with the City Recorder its written unconditional acceptance or rejection of this Franchise. The signature of Grantee's authorized representative in the signature block at the end of this Franchise shall be considered written unconditional acceptance for purposes of this Section 22. If Grantee files a rejection, or fails to file a written unconditional acceptance within thirty (30) days, this Franchise shall be null and void.

**SECTION 23. NOTICE.** Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the following addressee, (2) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (3) sent by overnight or commercial air courier (such as Federal Express or UPS), or (4) sent by facsimile transmission with verification of receipt, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

**If to the City: City Manager, City of Silverton, Oregon**

**306 S Water St  
Silverton, Oregon 97381  
Fax: (503) 873-3210**

**With a copy to: City Attorney, City of Silverton, Oregon**

**Beery, Elsner & Hammond, LLP  
1750 SW Harbor Way, Suite 380  
Portland, OR 97201  
FAX: (503) 226-2348**

**If to the Grantee: Government Affairs**

**Portland General Electric Company  
121 SW Salmon St.  
Portland, Oregon 97204  
FAX: (503) 464-2354**

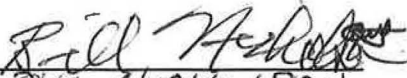
**With a copy to: Portland General Electric Company**

**Attn: General Counsel  
One World Trade Center, 17<sup>th</sup> Floor  
121 SW Salmon Street  
Portland, Oregon 97204  
FAX: (503) 464-2200**

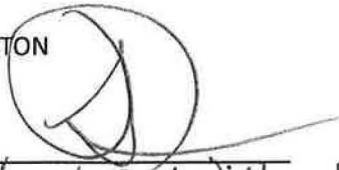
Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three (3) business days after depositing in the United States mail, one (1) business day after shipment by commercial air courier or the same day as confirmed facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday).

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Franchise as of the dates indicated below.

PORTLAND GENERAL ELECTRIC COMPANY

By:   
Name: Bill NICHOLSON  
Title: SR VP  
Date: 9/4/14

CITY OF SILVERTON

  
By: Robert S. Willoughby  
Name: City Manager  
Title: 8/5/14  
Date: