GRAND RAPIDS PUBLIC UTILITIES COMMISSION MEETING AGENDA

Wednesday, November 25, 2026

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission will be held on Wednesday, November 25, 2026 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

APPROVAL OF MINUTES:

1. Consider a motion to approve the October 14, 2026 Work Session and the October 29, 2026 Regular Meeting Minutes.

VERIFIED CLAIMS:

2. Consider a motion to approve $563,865.51 in verified claims for November 2026.

COMMISSION REPORTS:

CONSENT AGENDA: Any item on the consent agenda shall be removed for consideration by the request of any one Commission member, Utility Staff, or the public and put on the regular agenda for discussion and consideration.

SETTING OF REGULAR AGENDA: This is an opportunity to approve the regular agenda as presented, or add/delete an agenda item by a majority vote of the Commission members present.

OPERATIONS & CAPITAL BUSINESS:

3. Consider a motion to confirm filling the Operations Manager position with the preferred candidate, Mr. Darin Cherne.

4. Consider a motion to confirm filling the Compliance & Programs Manager position with the preferred candidate, Ms. Julie Kennedy, contingent upon the hiring of a new General Manager.

CONTRACTS:

5. Consider a motion to approve a procurement contract with Stuart C. Irby for 1/0 and 4/0 electrical wire in the amount of $166,006.50, plus applicable shipping, handling, and sales tax, and authorize the General Manager to execute the contract.

REPORTS:

ADJOURNMENT:

The next Regular Meeting of the Commission is scheduled for Wednesday, December 16, 2026 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

GRAND RAPIDS PUBLIC UTILITIES COMMISSION
WORK SESSION
MEETING MINUTES

Wednesday, October 14, 2026

3:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Work Session Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, October 14, 2026 at 3:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

President Stanley called the meeting to order at 3:01 PM.

CALL OF ROLL:

PRESENT: President Tom Stanley, Secretary Luke Francisco, Commissioner Nancy Saxhaug, Commissioner Rick Smith

ABSENT: Council Representative Rick Blake with notice.

OTHERS: Julie Kennedy, Michael LeClaire, Taylor Bird, Megan Sjostrand

BUSINESS:

1. Consider a motion to approve $2,249,408.16 in verified claims for September and October 2026.

   Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve $2,249,408.16 in verified claims for September and October 2026.
   Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith

2. General Manager Annual Review

   Commission President Stanley gave the following annual review of General Manager Julie Kennedy:

   Before this review is given, I would like all of you to understand the reasons for the delay in the report.
   1. Both Luke and I took a while to get together with the employees we wanted to interview.
   2. After the interview we spent some time discussing the results of the interviews and drawing our conclusions.
   3. It took a while to find a time where General Manager Kennedy, Luke and I were able to get together and discuss the results of the review.
   4. Finally, it has been all a matter of timing that this report has been delayed.

The GM Performance committee has the following summary of the results of the GM review;
1. Julie Kennedy continues to provide strong leadership in her role as General Manager.
2. Her position is to continue to support all the staff's roles within the Public Utilities.
3. She continues to have the ability to have the foresight and vision to move the utility forward for the next 10 years or more.
4. She continues to take directions from the commission leaders.
5. She continues to work with all staff members to be able to support the City of Grand Rapids infrastructure needs.
6. She continues to work with outside consultants to provide rate structures that support the Public Utility's needs.
7. She continues to update the Grand Rapids Public Utilities Strategic Plan and works with the Commission and Utilities Staff to follow the plan and update it as needed.
8. Overall her performance has been excellent and continues to be in her role as The Grand Rapids Public Utilities' General Manager.

3. Strategic and Annual Operating Plan Annual Review

Staff gave the Strategic and Annual Operating Plan Annual Review

ADJOURNMENT:

There being no further business, the meeting adjourned at 4:15 PM.

Respectfully submitted,

Megan Sjostrand

Megan Sjostrand

GRAND RAPIDS PUBLIC UTILITIES COMMISSION MEETING MINUTES

Thursday, October 29, 2026

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission was held on Thursday, October 29, 2026 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

President Stanley called the meeting to order at 4:02 PM.

CALL OF ROLL:

PRESENT: President Tom Stanley, Secretary Luke Francisco, Commissioner Rick Smith, Council Representative Rick Blake

ABSENT: Commissioner Nancy Saxhaug with notice

OTHERS: Julie Kennedy, Taylor Bird, Megan Sjostrand

PUBLIC FORUM:

No one from the public was present.

APPROVAL OF MINUTES:

1. Consider a motion to approve the August 19, 2026 Work Session, the September 9, 2026 Work Session and the September 23, 2026 Regular Meeting Minutes.

   Motion made by Commissioner Smith, Seconded by Secretary Francisco to approve the August 19, 2026 Work Session, the September 9, 2026 Work Session and the September 23, 2026 Regular Meeting Minutes.
   Voting Yea: President Stanley, Secretary Francisco, Commissioner Smith, Council Representative Blake

VERIFIED CLAIMS:

2. Consider a motion to approve $542,851.56 in verified claims for October 2026.

   Motion made by Secretary Francisco, Seconded by Commissioner Smith to approve $542,851.56 in verified claims for October 2026.
   Voting Yea: President Stanley, Secretary Francisco, Commissioner Smith, Council Representative Blake

COMMISSION REPORTS:

Council Representative Blake reported that operations at Mesabi Metallics are progressing well and expressed optimism about the positive impact the project will have on the City.

CONSENT AGENDA: Any item on the consent agenda shall be removed for consideration by the request of any one Commission member, Utility Staff, or the public and put on the regular agenda for discussion and consideration.

SETTING OF REGULAR AGENDA: This is an opportunity to approve the regular agenda as presented, or add/delete an agenda item by a majority vote of the Commission members present.

Motion made by Council Representative Blake, Seconded by Commissioner Smith to approve the regular agenda as presented.
Voting Yea: President Stanley, Secretary Francisco, Commissioner Smith, Council Representative Blake

OPERATIONS & CAPITAL BUSINESS:

3. Consider a motion to approve Resolution Number 10-28-26-07 adopting the Operating Reserve policy.

   Resolution Number 10-28-26-07 was amended to 10-29-26-07 to reflect todays date.

   Motion made by Secretary Francisco, Seconded by Council Representative Blake to approve Resolution Number 10-29-26-07 adopting the Operating Reserve policy.
   Voting Yea: President Stanley, Secretary Francisco, Commissioner Smith, Council Representative Blake

4. Consider a motion to approve the Compliance and Programs Manager job description and authorize an internal posting and external recruitment process, if needed.

   Motion made by Commissioner Smith, Seconded by Secretary Francisco to approve the Compliance and Programs Manager job description and authorize an internal posting and external recruitment process, if needed.
   Voting Yea: President Stanley, Secretary Francisco, Commissioner Smith, Council Representative Blake

CONTRACTS:

REPORTS:

ADJOURNMENT:

There being no further business, the meeting adjourned at 4:23 PM.

Respectfully submitted,

Megan Sjostrand

Megan Sjostrand

GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
AGENDA ITEM

AGENDA DATE: November 25, 2026

AGENDA ITEM: Consider a motion to approve $563,865.51 in verified claims for November 2026.

PREPARED BY: Taylor Bird, Finance Manager

BACKGROUND:

See attached check registers:

Bill list:	$198,896.31
Bill payments with prior approval:	$364,969.20
Total	**$563,865.51**

RECOMMENDATION:

Approve $563,865.51 in verified claims for November 2026.

Grand Rapids Public Utilities
Meeting Date: 11/25/2026
GRPU: Bill List

Commission Meeting	AE2S	AE2S	1,491.00
Commission Meeting	American Engineering Testing Incorporated	American Engineering Testing	2,350.00
Commission Meeting	City of Grand Rapids	City of Grand Rapids	135,651.51
Commission Meeting	Climate Makers Incorporated	Climate Makers Incorporated	2,690.00
Commission Meeting	Dakota Supply Group	Dakota Supply Group	2,666.96
Commission Meeting	Flow Measurement and Controls	Flow Measurement and Controls	852.00
Commission Meeting	Grainger	Grainger	3,535.68
Commission Meeting	HDR Engineering Inc	HDR Engineering Inc	7,655.51
Commission Meeting	High Standards LLC	High Standards LLC	7,701.00
Commission Meeting	MacroSource LLC	MacroSource LLC	11,532.31
Commission Meeting	Stuart C Irby Company	Stuart C Irby Company	10,202.70
Commission Meeting	Temporary Vendor- Rebates	Shilo Knapp	150.00
Commission Meeting	Temporary Vendor- Rebates	Kelsey Bymark	100.00
Commission Meeting	Temporary Vendor- Rebates	Timothy Howg	35.00
Commission Meeting	Temporary Vendor- Rebates	Calvin Burgraff	35.00
Commission Meeting	TNT Aggregates LLC	TNT Aggregates LLC	6,611.00
Commission Meeting	Ziegler Incorporated	Ziegler Incorporated	5,636.64
Total			**198,896.31**

Grand Rapids Public Utilities
Meeting Date: 11/25/26
Checks/Auto/EFT: 11/6/26-11/19/26
PUC: Bill Payments w/ Prior Approval

PUC Meeting Identifier	Name	Sum of Bill Amount	
Prior Approval	V00048 Emergent Software LLC	1,554.40	
Prior Approval	V00122 RMB Environmental Laboratories Incorporated	2,822.80	
Prior Approval	V00161 MN Department of Revenue (Payroll)	11,436.88	
Prior Approval	V00181 Wells Fargo PCard	15,078.58	
Prior Approval	V00372 Climate Makers Incorporated	557.00	
Prior Approval	V00392 mPower Technologies Incorporated	225.00	
Prior Approval	V00420 Cooperative Response Center Incorporated	2,052.38	
Prior Approval	V00428 Central McGowan	697.11	
Prior Approval	V00482 Ingersoll Rand Industrial	1,908.51	
Prior Approval	V00734 MN Department of Revenue	80,797.00	
Prior Approval	V00853 Oracle America, Inc	1,984.76	
Prior Approval	V00901 Core & Main	458.90	
Prior Approval	V00977 Metro Sales Incorporated	1,178.52	
Prior Approval	V01002 First Net AT & T Mobility	554.11	
Prior Approval	V01144 Gopher State One Call	264.60	
Prior Approval	V01159 Hawkins Water Treatment Group	4,412.59	
Prior Approval	V01173 Sandstrom's Incorporated	847.37	
Prior Approval	V01194 Waste Management of WI MN	3,734.64	
Prior Approval	V01210 Hach Chemicals	823.95	
Prior Approval	V01298 Postage By Phone System	5,000.00	
Prior Approval	V01353 Viking Electric Supply Incorporated	578.99	
Prior Approval	V01550 Public Employees Retirement Association	36,549.40	
Prior Approval	V01632 Wesco	286.40	
Prior Approval	V01863 Acheson Tire Company	35.00	
Prior Approval	V01900 MN Child Support Payment Center	446.70	
Prior Approval	V01916 Davis Petroleum	1,067.64	
Prior Approval	V02429 Compass Minerals	10,913.30	
Prior Approval	V02454 Power Process Equipment Incorporated	3,495.85	*
Prior Approval	V02574 Stantec Consulting Services, Inc	2,506.50	
Prior Approval	V02578 WEX Health	1,019.00	
Prior Approval	V02585 NCPERS Group Life Insurance	64.00	
Prior Approval	V02599 Xerox Corporation	166.90	
Prior Approval	V02700 Internal Revenue Service (Payroll)	33,680.16	
Prior Approval	V02790 Customer Refunds Utility Accounts	498.84	
Prior Approval	V02850 McMaster Carr	2,662.61	
Prior Approval	V02870 Bolton and Menk Inc	101,292.00	
Prior Approval	V02892 Radtke James	6,336.00	
Prior Approval	V03117 Safety Kleen	317.03	
Prior Approval	V03166 Grainger	855.96	
Prior Approval	V04333 Border States Electric	2,430.60	
Prior Approval	V04340 Fastenal Company	959.32	
Prior Approval	V04434 Voya Institutional Trust Company	22,251.64	
Prior Approval	V04545 Nelson Truck & Trailer LLC	850.00	
Prior Approval	V04581 HDR Engineering Inc	2,422.37	
- None -	90047 Brett A Dickie	10.00	
- None -	90091 Megan R Sjostrand	306.28	
- None -	90099 Taylor L Bird	73.46	
	Checks Previously Approved **	3,495.85	
	Prior Approval Checks/EFT/Auto to be approved	**364,969.20**	
	Total Prior Approvals	368,465.05	

GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
AGENDA ITEM

AGENDA DATE: November 25, 2026

AGENDA ITEM: Consider a motion to confirm filling the Operations Manager position with the preferred candidate, Mr. Darin Cherne.

PREPARED BY: Megan Sjostrand, Executive/HR Assistant

BACKGROUND:

At the August 26, 2026, regular meeting, the Commission authorized the internal posting and external advertising, if needed, for the Operations Manager vacancy.

No applications were received following the internal posting. Following external advertising of the position opening, GRPUC received 21 applications. The applications were scored using a rubric, and initial interviews were conducted in October, with seven (7) applicants. The top-two ranked applicants were invited to a second interview. An offer of employment was made to the applicant, Mr. Darin Cherne. The offer was accepted with a hire date of December 9, 2026.

Management staff recommends the Commission formally confirm filling the Operations Manager position with the preferred candidate, Mr. Darin Cherne.

RECOMMENDATION:

Confirm filling the Operations Manager position with the preferred candidate, Mr. Darin Cherne.

GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: November 25, 2026

AGENDA ITEM: Consider a motion to confirm filling the Compliance & Programs Manager position with the preferred candidate, Ms. Julie Kennedy, contingent upon the hiring of a new General Manager.

PREPARED BY: Megan Sjostrand, Executive/HR Assistant

BACKGROUND:

At the October 28, 2026, Regular Meeting, the Commission authorized the internal posting and external advertising, if needed, for the Compliance & Programs Manager position.

One application was received following the internal posting. Commission President Stanley and the Executive/HR Assistant conducted an interview with internal applicant and current General Manager Julie Kennedy. Based on the interview, her qualifications, and her extensive knowledge and experience across all aspects of GRPU operations, the interview committee recommends filling the position with Ms. Kennedy.

The appointment is contingent upon the hiring of a new General Manager, with an anticipated transition into the Compliance & Programs Manager position in January 2028.

At the December 16, 2026, Regular Meeting, staff will bring forward the next steps in the General Manager recruitment process. Staff anticipate partnering with the Minnesota Municipal Utilities Association (MMUA) to assist with the recruitment and selection process.

RECOMMENDATION:

Confirm filling the Compliance & Programs Manager position with the preferred candidate, Ms. Julie Kennedy, contingent upon the hiring of a new General Manager.

GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
AGENDA ITEM

AGENDA DATE: November 25, 2026

AGENDA ITEM: Consider a motion to approve a procurement contract with Stuart C. Irby for 1/0 and 4/0 electrical wire in the amount of $166,006.50, plus applicable shipping, handling, and sales tax, and authorize the General Manager to execute the contract.

PREPARED BY: Taylor Bird, Finance Manager

BACKGROUND:

GRPUC solicited and received quotations for the procurement of 1/0 and 4/0 electrical wire for the Electric Utility. Stuart C. Irby responded to the solicitation, and following evaluation and negotiation, staff prepared a procurement contract for Commission consideration. The contract provides for approximately 27,500 feet of 1/0 aluminum 25 kV wire and 11,000 feet of 4/0 aluminum 25 kV wire, supplied on reels as specified in the agreement.

The proposed contract identifies compensation of $166,006.50, with applicable shipping, handling, and sales tax in addition to that amount. The contract lists an expiration date of December 31, 2027, and allows for an extension of up to one additional year through a written amendment. Approval will authorize GRPUC to proceed with the purchase under the terms of the procurement contract.

RECOMMENDATION:

Approve the procurement contract with Stuart C. Irby for 1/0 and 4/0 electrical wire in the amount of $166,006.50, plus applicable shipping, handling, and sales tax, and authorize the General Manager to execute the contract.

PROCUREMENT CONTRACT

This Procurement Contract ("**Contract**") is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 ("**GRPUC**"), and Stuart C Irby, an Electrical and industrial distributor with a branch located at 12501 Dupont Ave S Burnsville, MN 55337 ("**Contractor**"). GRPUC and Contractor may be referred to jointly as the "**Parties**" or individually as a "**Party**."

Recitals

A. GRPUC has solicited and received quotations from contractors for 1/O and 4/O wire ("**Solicitation**");

B. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

C. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

1.1 Effective date. The effective date of this Contract is 9/23/2026. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC's Authorized Representative to begin the work.

1.2 Expiration date. The expiration date of this Contract 12/31/27 until all of Contractor's obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 1 year in increments as determined by GRPUC, through a duly executed amendment.

2. Contractor's Duties

2.1 The Contractor shall provide:

Okon 161-23-4069 1/O-sol AL 260 M EPR 25KV 16x14 2750' (+/-) 10 x 2750' reels =/- 05% tolerance

OKON 162-23-4081 4/O-19X AL F/S 260M EPR 25KV 11x14 2750' (=/-) 4 X 2750' reels =/- 05%

(The services (if any) to be provided by Contractor to GRPUC are referred to as the "**Services**." The goods (if any) to be provided by Contractor to GRPUC are referred to as

the "**Goods.**").

2.2 GRPUC may make changes to the general scope of Goods and Services (including but not limited to, suspension of performance, changes in time of performance, schedule, quantities, or specifications) by written notice, or by oral notice subsequently confirmed by GRPUC in writing within ten (10) days thereafter, to Contractor. If such changes affect the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. Contractor shall proceed with providing the Goods and Services as so changed, notwithstanding any dispute regarding such equitable adjustment. Any claim of such adjustment must be submitted to GRPUC in writing within thirty (30) days from the date the change is ordered, and Contractor shall not be entitled to any adjustment unless such written claim is so submitted.

2.3 GRPUC may from time to time, require additional Services or Goods from Contractor. Such additional Services or Goods, including the amount of compensation for such additional Services or Goods, mutually agreed upon by and between GRPUC and Contractor, shall be effective when incorporated by written amendment to this Contract. Additional Services or Goods shall not begin until the amendment is executed. Thereafter, such additional Services or Goods shall be subject to the terms of this Contract.

2.4 Contractor agrees that all Goods and Services shall be provided in accordance with all applicable laws, rules, regulations, ordinances, codes, and orders of all federal, state, and local governmental authorities, agencies, departments, or bureaus having jurisdiction and which affect the Goods or Services hereunder ("**Legal Requirements**") without extra charge or expense. Contractor will be responsible for a violation of any such Legal Requirements arising out of the provision of Goods or Services by Contractor and will indemnify, defend, and hold harmless GRPUC from and against any fine or expense, including reasonable attorneys' fees and disbursements, resulting to it by reason of any such violation by Contractor.

2.5 The Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor's profession currently working under similar conditions. All Goods and Services not conforming to this standard will be considered defective and Contractor shall, at no cost to GRPUC, promptly and satisfactorily correct all such defective Goods and Services. All Services shall be performed and all Goods shall be produced and delivered to the satisfaction of GRPUC, and in accordance with the Legal Requirements. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of the Legal Requirements.

2.6 Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods shall be professionally competent and properly qualified. If so requested by GRPUC, Contractor shall remove any person GRPUC deems incompetent, careless, or otherwise objectionable. At all times Contractor will be responsible for the acts, omissions, work, materials, and equipment of its employees, subcontractors, and agents and any other person, directly or indirectly, employed by any of them.

2.7 Contractor shall cooperate fully with GRPUC, other GRPUC contractors, municipalities,

local government officials, public utility companies, and others as may be directed by GRPUC. This shall include attendance at meetings, discussions, and hearings as may be requested by GRPUC, furnishing data as may be requested from time to time by GRPUC to effect such cooperation, and compliance with all directives issued by GRPUC.

2.8 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor, and for payment of all sales, use, or other taxes of whatever nature levied or assessed against GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.

2.9 Contractor shall be responsible for the health and safety, and shall provide and maintain a safe working environment, for all its employees, agents, subcontractors, and invitees. Contractor shall adopt, supervise, and enforce reasonable and adequate safety requirements, including GRPUC's work safety rules and any safety plan or requirements which may be established by GRPUC, and shall at all times observe and comply fully with all Legal Requirements relating to health and safety.

2.10 Contractor is responsible for the handling and distribution of its own tools, equipment, and materials. Contractor shall confine its tools, equipment, and materials, and its operations, to areas directed by GRPUC. Contractor shall organize and coordinate, well in advance of the time required by this Contract, the procurement and delivery of all necessary materials, supplies, and equipment so that they will be available as needed for timely completion of the Goods and Services.

2.11 At the time GRPUC accepts the Goods from Contractor, Contractor shall sell, assign, transfer, convey and deliver to GRPUC, all of Contractor's right, title and interest in the Goods, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("**Encumbrance**"). Contractor shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be necessary to transfer Contractor's right, title and interest in the Goods to GRPUC, free and clear of any Encumbrances. Contractor has all risk of loss until GRPUC accepts the Goods.

3. Representations and Warranties

3.1 GRPUC is authorized to enter into this Contract.

3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of GRPUC.

3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

3.4 The Contracting Parties warrant that at the time GRPUC accepts the Goods: (A) the

Contracting Parties have good title to the Goods, free and clear of Encumbrances, and (B) the Goods are in good condition and are adequate for the uses to which they are being put, and none of such Goods are in need of maintenance or repairs. Any additional warranties for the Goods will be those provided by the manufacturer, and Distributor agrees to pass through any and all manufacturer's warranties, and will assist GRPUC in asserting any warranty claims.

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

4. Consideration and Payment

4.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:

4.1.1 Compensation. The Contractor will be paid One hundred sixty-six thousand six dollars and fifty cents ($166,006.50).

4.1.2 The contractor will be reimbursed for applicable shipping and handling charges and sales tax associated with the purchase of the materials.

4.1.3 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed the sum of One hundred sixty-six thousand six dollars and fifty cents, applicable shipping and handling charges, and applicable sales tax. Dollars $166,066.50.

4.1.4

4.2 Payment.

4.2.1 Invoices. GRPUC will pay the Contractor after the Contractor presents an itemized invoice for the Services actually performed, and Goods actually delivered to GRPUC, in accordance with Section 1 of **Exhibit A**.

Net 30Retainage. No more than ninety percent (90%) of the amount due under this Contract may be paid until Contractor has performed all of its obligations under this Contract to GRPUC's satisfaction.

5. Authorized Representative

GRPUC's Authorized Representative is Gary Stoltz, Purchasing Clerk at the following business address: 500 SE 4th Street, and the following telephone number: 218.326.7024, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

5.1 Contractor's Authorized Representative is Chad Backes, District Manager at the following business address: 12501 Dupont Ave S

Burnsville, MN 55337 , and the following telephone number: 763-259-9402 or his/her successor. If the Contractor's Authorized Representative changes at any time during this

Contract, the Contractor must immediately notify GRPUC.

6. **Exhibits**

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract Rider attached hereto as Exhibit E, then the Contract, and then in the following order:

Exhibit A: Contract Terms
Exhibit B: Insurance Terms

[**The Signature Page Follows**]

Stuart C Irby	**Grand Rapids Public Utilities Commission**
By: Chad Backes	By: _____
Print Name: Chad Backes	Print Name: Julie A. Kennedy
Title: District Manager	Title: General Manager
Date: 9/23/26	Date: _____

Exhibit A: Contract Terms

1. **Prompt Payment and Invoicing.**

1.1 Prompt Payment. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice. Terms requesting payment in less than thirty (30) days will be changed to read "Net 30 days." Notwithstanding the foregoing, GRPUC may pay the Contractor in advance in its sole discretion.

The payment for each invoice will only be made for Goods received or Services actually performed that have been accepted by GRPUC, and meet all terms, conditions, and specifications of the Contract.

1.2

2. **Termination.**

2.1 Termination for Convenience. GRPUC may cancel this Contract at any time, with or without cause, upon thirty (30) days' written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed and Goods satisfactorily produced and

delivered.

2.2 Termination for Breach. GRPUC may terminate this Contract, with cause, upon thirty (30) days' written notice to Contractor of the alleged breach and opportunity to cure. If after thirty (30) days, the alleged breach has not been remedied, GRPUC may immediately terminate the Contract.

2.3 Termination by Mutual Agreement. The Parties may terminate this Contract at any time by mutual written agreement.

2.4 Effect of Termination. Upon receipt of any notice of termination Contractor shall immediately stop performance of the Services and stop production and delivery of the Goods to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination.

2.5 Return of Information. Upon termination of this Contract, or earlier upon GRPUC's request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any Confidential Information or work product information or make such other disposition thereof as GRPUC may direct in writing.

3. **Force Majeure.**

Neither Party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the Party unless the act or occurrence could have been reasonably foreseen and reasonable action

could have been taken to prevent the delay or failure to perform. A Party relying on this provision to excuse performance must provide the other Party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

4. **Confidentiality.**

In connection with Contractor's provision of the Goods and Services under this Contract ("**Purpose**") GRPUC may disclose to Contractor, or Contractor may otherwise receive access to, confidential or proprietary information of GRPUC ("**Confidential Information**"). Contractor shall use the Confidential Information solely for the Purpose and shall not disclose or permit access to Confidential Information other than to its employees, officers, and advisors (collectively, "**Representatives**") who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Contract; and (c) agree to be bound by the confidentiality terms contained herein. Contractor shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Contractor shall promptly notify GRPUC of any unauthorized use or disclosure of Confidential Information and cooperate with GRPUC to prevent further use or disclosure. Contractor will be responsible for any breach of this paragraph caused by its Representatives. If Contractor is required by law or court order to disclose Confidential Information, Contractor shall provide GRPUC with prompt

written notice thereof, so that GRPUC may seek a protective order or other appropriate remedy, as well as notice of the terms and circumstances surrounding such request or requirement. Contractor and its Representatives will use reasonable efforts to obtain and will not oppose action by GRPUC to obtain such protective order or other appropriate remedy. If such protective order or other remedy is not obtained, then Contractor will furnish only that portion of the Confidential Information which Contractor is advised by Contractor's legal counsel is legally required and will exercise all reasonable efforts to obtain assurance that confidential treatment, if available, will be accorded such Confidential Information. This Section 4 is subject to any limitations or obligations imposed by the Minnesota Government Data Practices Act ("**MGDPA**").

5. **Indemnification.**

5.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless GRPUC, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by GRPUC, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

"**Indemnifying Party**" is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, and Contractor's agents and employees, to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of GRPUC's sole negligence. This clause will not be construed to bar any legal remedies the

Indemnifying Party may have for GRPUC's failure to fulfill its obligation under this Contract.

5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of GRPUC to indemnify, defend, hold harmless or release an Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

6. **Subcontracting and Subcontractor Payment.**

6.1 Subcontracting. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by GRPUC can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of GRPUC, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by GRPUC, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by GRPUC, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performance of the obligations contemplated by the Contract.

6.2 Subcontractor Payment. Contractor must pay any subcontractor within ten (10) days of Contractor's receipt of payment from GRPUC for undisputed services provided by the subcontractor. Contractor must pay interest of 1-1/2 percent (1.5%) per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. So long as it does not conflict with this Contract, subcontractor payments will be set forth in the agreement between Contractor and the subcontractor.

7. **Government Data Practices.**

The Contractor and GRPUC must comply with the MGDPA, as it applies to all data provided by GRPUC under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the MGDPA, by either the Contractor or GRPUC.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with GRPUC's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

8. **Intellectual Property Rights.**

9. **Copyright.**

The Contractor shall save and hold harmless GRPUC, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

10. **GRPUC Audits.**

The Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by GRPUC for six (6) years from the expiration or termination of this Contract. After reasonable notice, Contractor shall make such books, records, documents, and accounting procedures and practices available to GRPUC for its examination and audit.

11. **Publicity and Endorsement.**

11.1 Publicity. Any publicity regarding the subject matter of this Contract must identify GRPUC as the sponsoring agency and must not be released without prior written approval from GRPUC's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the Goods or Services provided resulting from this Contract.

11.2 Endorsement. The Contractor must not claim that GRPUC endorses its products or services.

12. **Debarment by the State, its Departments, Commissions, Agencies, or Political Subdivisions.**

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, state, or any of the state's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to GRPUC's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13. **Equal Employment, Nondiscrimination, and Affirmative Action.**

In connection with the work under this Contract, Contractor agrees to comply with the applicable Legal Requirements related to equal employment opportunity, nondiscrimination, affirmative action, and nonretaliation.

14. **General / Miscellaneous.**

14.1 Observance of GRPUC Policies. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe the working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful workplace policy.

14.2 Independent Contractor. It is understood and agreed that in providing the Goods and Services hereunder, Contractor shall act in the capacity of an independent contractor and not as an employee, partner, joint venturer, or agent of GRPUC. Contractor agrees that unless otherwise instructed in writing it shall not represent itself as the agent or legal representative of GRPUC for any purpose whatsoever. Contractor shall be solely responsible for the remuneration of and the payment of any and all taxes with respect to its employees and contractors and any claims with respect thereto and shall be solely responsible for the withholding and payment of all federal, state, and local income taxes as well as all FICA and FUTA taxes applicable to it, its employees, and its contractors. Contractor acknowledges that as an independent contractor, neither it nor any of its employees or contractors shall be eligible for any GRPUC employee benefits, including, but not limited to, vacation, sick, medical or dental insurance, or pension benefits.

14.3 Further Assurances. Each of the Parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Contract and give effect to the

transactions contemplated by this Contract.

14.4 Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Itasca County, Minnesota.

14.5 Notices. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, email, fax, overnight courier, or United States mail (postage prepaid) addressed to the address set forth below. All periods of notice shall be measured from the date of delivery thereof if hand-delivered, from the date of sending thereof if sent by email or fax (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Party may change such Party's address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change.

GRPUC	Contractor
Address:	Address:
500 SE 4th Street	12501 Dupont Ave S
Grand Rapids, MN 55744	Burnsville, MN 55337
Attn: Julie A. Kennedy	Attn: _____
Email: jakennedy@grpuc.org	Email: _____

14.6 Entire Agreement. This Contract (including any exhibits) represents the only agreement between the Parties concerning the subject matter hereof and supersedes all other prior agreements whether written or oral, relating thereto.

14.7 Modification and Waiver. No purported amendment, modification, or waiver of any provision hereof shall be binding unless set forth in a written document signed by all Parties (in the case of amendments or modifications) or by a Party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

14.8 Severability. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never constituted a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Contract a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

14.9 Binding Effect; Assignment. This Contract shall be binding on the Parties and on their respective heirs, devisees, representatives, successors, and assigns. Contractor shall not assign, sublet, or subcontract the Goods or Services or any portion thereof without the prior written consent of GRPUC. Such consent shall not relieve Contractor of its obligations or liabilities under the Contract.

14.10 Counterparts; Electronic Signatures. This Contract may be executed in separate counterparts with the same effect as if all signatures were on the same Contract. For purposes of this Contract, a telecopy, electronic, or facsimile Contract and signature shall be deemed as, and shall serve as, an original Contract and signature.

14.11 Attorneys' Fees. In the event of any litigation between the Parties hereto with respect to this Contract, the prevailing party (the party entitled to recover the costs of suit, at such time as all appeals have been exhausted or the time for taking such appeals has expired) shall be entitled to recover reasonable attorneys' fees in addition to such other relief as the court may award.

14.12 Survival. The obligations of Contractor hereunder, including, without limitation, obligations concerning indemnity, warranties, confidentiality, intellectual property and defense of GRPUC, shall survive the expiration or earlier termination of this agreement.

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Exhibit B: Insurance Requirements

1. **Notice to Contractor.**

1.1 The Contractor is required to submit Certificates of Insurance acceptable to GRPUC as evidence of insurance coverage requirements prior to commencing work under this Contract.

1.2 Contractor shall not commence work under the contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract

1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify GRPUC of the cancellation of policies required under this Contract shall not constitute a waiver by GRPUC to the Contractor to provide such insurance.

1.4 GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request.

2 Notice to Insurer.

The Contractor's insurance company(ies) waives its right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

3 Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC with respect to any claim arising out of Contractor's performance under this Contract.

3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify GRPUC within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to GRPUC.

3.3 Contractor is responsible for payment of Contract-related insurance premiums and deductibles.

3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached.

3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.

3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4 Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

4.1 **Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

$1,500,000 – per occurrence
$1,500,000– annual aggregate
$1,500,000– annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list_____
- **GRPUC must be named as an Additional Insured**, to the extent permitted by law

4.2 **Commercial Automobile Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract, and in case any work is subcontracted the Contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

$1,500,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

4.3 **Workers' Compensation Insurance.** Except as provided below, Contractor must

provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with applicable Legal Requirements, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows$100,000 – Bodily Injury by Disease per employee
$500,000 – Bodily Injury by Disease aggregate
$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the state, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the Contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide GRPUC with a certificate of insurance.

Exhibit C: Specifications, Duties, and Scope of Work

Omitted

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Exhibit D: Price and Payment Schedule

Omitted

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Exhibit E: Contract Rider

Rider to the Agreement (this "Rider")

"**Supply Agreement**": Procurement Contract dated as of September 23, 2026 ("**Supply Agreement Date**")
"**Buyer**": Grand Rapids Public Utilities
"**Seller**": Stuart C. Irby Company, LLC

Notwithstanding anything contained or referenced in the Supply Agreement (including any exhibits, schedules, annexes, or other attachments attached thereto or referenced therein) or any other document in effect between Buyer and Seller (including subsequently-executed change orders or other similar commercial modifications) (collectively, the "Agreement"), the parties agree to amend the terms of the Agreement as follows:

1. *Pricing.* The prices for the products and services (the "Prices") and payment terms shall be as set forth in the Seller's quote (the "Quote") or as otherwise mutually agreed by Buyer and Seller in writing. Unless otherwise explicitly stated in the Quote, Prices do not include taxes, duties, tariffs, freight or insurance costs, or governmental fees, which shall be paid, if applicable, by Buyer in addition to the Prices, provided that Buyer is not responsible for any taxes imposed on Seller's net income. Buyer shall pay the Prices, plus other undisputed amounts due, in full and without offset regardless of whether Buyer has been paid by its customers, and there are no conditions precedent to Seller's entitlement to payment, other than Seller's provision of the products or services as stated in the Agreement, unless otherwise mutually agreed in writing (e.g., milestone payments). Notwithstanding anything to the contrary in the Agreement, if Buyer is more than thirty (30) days late on any payment, and after a five (5) day opportunity to cure, Seller reserves the right at all times thereafter to cancel open orders and/or require cash on delivery or payment in advance of Seller's delivery or performance. Seller is only obligated to furnish lien waivers in commercially reasonable form and only for amount(s) actually paid. PRICES QUOTED ARE SUBJECT TO METALS ESCALATION, DE-ESCALATION IN ACCORDANCE WITH ITEM EXPIRATION DATE. ESCALATION: PRICES QUOTED HEREIN ARE THOSE IN EFFECT TODAY, AND ARE PREDICATED ON IMMEDIATE RELEASE FOR MANUFACTURE AND SHIPMENT AS SOON AS COMPLETED. THESE PRICES SHALL BE ADJUSTED FOR CHANGES IN THE PRICE OF METALS (COPPER, STEEL, LEAD, ALUMINUM), WHICH MAY OCCUR BETWEEN THE DATE OF QUOTATION AND THE DATES SHIPMENTS ARE MADE. ALL SUCH ADJUSTMENTS WILL BE MADE AGAINST THE NET PRICE AFTER ALL DISCOUNTS AND WILL BE CALCULATED USING METAL WEIGHTS QUOTED HEREIN.ORDERS RECEIVED WITHOUT CUTTING LENGTHS OR FOR SUBSEQUENT RELEASE, SHALL BE BILLED AT PRICE IN EFFECT ON THE DAY RELEASE IS RECEIVED AND SHALL BE ADJUSTED THEREAFTER FOR CHANGES IN THE PRICE OF METALS (COPPER, STEEL, LEAD, ALUMINUM), WHICH MAY OCCUR BETWEEN THE DATE OF RELEASE AND THE DATES SHIPMENTS ARE MADE.
   BASIS:
   COPPER: COMEX, CURRENT MONTH SETTLE PRICE, PREVIOUS DAY CLOSING.
   ALUMINUM:
   LEAD: LONDON METALS EXCHANGE (LME) SETTLE PRICE.
   STEEL: AMERICAN METALS MARKET - COLD ROLLED SHEET CLASS 1.

   RETURNABLE REEL CHARGES MAY APPLY AS APPLICABLE.

   UPON SHIPMENT AGAINST A SPECIFIC RELEASE OR PURCHASE ORDER, THE RESULTING INVOICE WILL INCLUDE A CHARGE FOR ANY TARIFF-IMPACTED COMPONENTS.
2. *Orders; Delivery.* Unless otherwise provided in the Quote, products will be delivered to Buyer FCA Shipping Point (as defined in Incoterms 2020), with title and risk of loss of or damage to the products passing to Buyer upon making products available at such location. All visible damage, incorrect product delivery, or shortage must be reported to Seller in writing within five (5)days of delivery and all products not rejected in such period shall be deemed accepted; provided, however, for the avoidance of doubt, any acceptance or failure to discover and report a latent or hidden defect or non-conformity shall not impact Seller's and/or Buyer's other rights and obligations in connection with any such product (e.g., warranty). Delivery/performance dates are subject to availability, are estimates only, and are not guaranteed unless expressly agreed to in writing by Seller's President or VP Finance; provided that Buyer can cancel any purchase order not delivered within a commercially reasonable time after the stated delivery date. Buyer shall reimburse Seller, upon demand, for any costs incurred in connection with Buyer's suspension of delivery or performance (including, but not limited to, third-party cancellation costs, storage costs, return freight, etc.), with no such suspension to extend beyond 3 months past the estimated delivery or performance date in the Quote unless otherwise approved in writing by Seller, after which Seller may terminate the Agreement without penalty and recoup from Buyer all reasonable direct substantiated costs incurred as a result thereof.
3. *Warranty.* Seller warrants that: (a) products shall be (i) of good title when delivered to Buyer and (ii) free from material defects in materials and workmanship for 1 year from the date of delivery to Buyer, and (b) services shall be performed in a professional and workmanlike manner for 1 year from the date of performance. If, within the applicable warranty period, any products or services are proven to be defective or non-conforming, Seller shall, at its option: (1) repair or replace the product or affected part or reperform the service, or (2) credit to Buyer the Price paid by Buyer to Seller for same. Such remedies shall be Seller's sole obligation and Buyer's exclusive remedy for any breach of warranty concerning products and services furnished by Seller. In addition, Seller assigns to Buyer, effective upon transfer of title, any transferrable manufacturers' warranties in effect on the date of delivery to Buyer and Seller will help Buyer manage any warranty processes with the manufacturer. Other than as set forth in this Section, no other warranties, guarantees, remedies, or contractual obligations respecting warranties, services, repairs, or guarantees apply. Warranties do not apply to consumables, ordinary wear and tear, misuse, abuse, unauthorized or improper repair, application, modification or combination, improper selection, failure to maintain and/or improper installation. OTHER THAN THE WARRANTIES IN THIS SECTION, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY ARISING FROM COURSE OF DEALING, PERFORMANCE, OR USAGE OF TRADE.
4. *Cancellations; Returns.* Except as otherwise agreed by Seller in writing: (a) no accepted purchase orders shall be cancellable by Buyer, and (b) no products will be accepted for return other than in accordance with Seller's return policy then in effect.
5. *Default; Termination.* Seller shall not be deemed in breach of the Agreement unless Seller has failed to cure within the longer of: (a) the timeframe in the Agreement, or (b) 30 days after receipt of written notice from Buyer alleging the breach. Within 5 days after the expiration or termination of the Agreement (whether terminated for cause or without cause, and whether terminated by Buyer or Seller), Buye

pay the Prices and all other amounts due, in full and without offset, for products delivered and services performed in accordance with the terms of the Agreement prior to the effective date of expiration or termination. In addition, if Seller terminates the Agreement for Buyer terminates without cause, Buyer shall pay Seller for all work-in-process, and all third party cancellation fees, third party restocking fees, transportation charges, manufacturer's restocking or cancellation fees, and any other documented costs incurred by Seller related to the termination of outstanding Buyer purchase orders.

6. *Insurance.* Seller will maintain, for 3 years from the Supply Agreement Date, unless a longer period is otherwise agreed in writing, the following types and amounts of insurance: (a) Worker's Compensation and Employer's Liability insurance coverage in statutorily required amounts; (b) Comprehensive Automobile Liability with limits of $1,000,000 per occurrence for bodily injury and $1,000,000 per occurrence for property damage and a combined single limit of $2,000,000; and (c) Comprehensive General Liability with a combined single limit of $2,000,000 per occurrence. Seller will add Buyer as an additional insured on such Comprehensive General Liability coverage on forms CG 20 10 12 19 and CG 20 37 12 19 only. Upon Buyer's written request, Seller shall furnish Buyer with Certificates of Insurance as evidence of the foregoing coverage. Seller shall not be required to comply with any different or additional insurance requirements or maintain any insurance coverage types or amounts other than as set forth in this Section.
7. *Indemnification.* If the Agreement requires Seller to release, hold harmless, defend, and/or indemnify, each such duty shall apply only to third-party claims, losses, or damages, and then only to the extent caused by Seller's or its employee's breach of confidentiality, negligence, willful misconduct, misappropriation of intellectual property, or violation of applicable law or regulation. Buyer shall promptly notify Seller in writing of any indemnifiable claim, and Seller shall be permitted to assume control of the defense and settlement or other resolution thereof; provided, however, that Seller shall obtain Buyer's prior consent (not to be unreasonably withheld, conditioned, or delayed) before settling any such claim unless it only involves monetary damages paid by the Seller, includes a full release of Buyer, and does not involve any admission of fault by Buyer.
8. *Damages; Limitation of Liability.* **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) BUYER AND SELLER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, PARENTS AND AFFILIATES SHALL NOT BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT, EACH TO THE OTHER OR TO ANY OTHER PERSON OR PARTY ENTITLED TO INDEMNIFICATION THEREUNDER, FOR ANY LIQUIDATED, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, USE, TIME, DATA, OR INCOME) OR ANY SERVICE LEVEL CREDITS OR KPI-RELATED PAYMENTS, WHETHER FOR BREACH OF WARRANTY OR ANY OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT (INCLUDING STRICT LIABILITY), OR OTHER THEORIES OF LAW WITH RESPECT THERETO, REGARDLESS OF WHETHER FORESEEABLE AND WHETHER THE PARTY OR PERSON KNEW OR WAS ADVISED OF THE POSSIBILITY THEREOF; AND (B) UNDER NO CIRCUMSTANCE SHALL A PARTY'S TOTAL LIABILITY TO THE OTHER PARTY AND/OR ANY OTHER INDEMNIFIED PARTY(IES) FOR ANY CLAIMS, LOSSES, OR DAMAGES EXCEED THE AMOUNT PAID BY BUYER TO SELLER FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIMS, LOSSES, OR DAMAGES AT ISSUE; PROVIDED, HOWEVER, SUBSECTIONS (A) AND (B) SHALL NOT APPLY TO THE EXTENT THE DAMAGES ARE CAUSED BY A PARTY'S FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.**
9. *Clarifications.* If included in the Agreement, the following terms (or any similar terms) shall not apply to Seller and shall be of no force or effect, unless required by law: (a) any obligation or requirement on Seller to: (i) comply with any sustainability, environmental, or government program requirements or certifications, government contract regulations or clauses (*e.g.*, FARS, DFARs, or Buy American Act), or cybersecurity or data privacy provisions, in each case, other than those that ordinarily apply to Seller's business without regard to the Agreement; (ii) provide bonds, letters of credit, collateral, or any parent or other guaranties; (iii) impose obligations on Seller's agents, subcontractors, or suppliers (collectively, the "Representatives"), except the confidentiality obligations stated in Section 4 of Exhibit A of the Supply Agreement; (iv) comply with any terms set forth in any third-party agreements contained or referenced in the Agreement (*e.g.*, the prime contract between Buyer and the owner or other contractor) or, except as set forth in the Quote, comply with other documents, such as drawings, specifications, addenda, modifications, and schedules of values; (v) allow its books or records to be audited or reviewed; or (vi) provide to Buyer exclusivity, most favored pricing, best pricing, competitive pricing, fixed pricing, or anything similar; or (b) any provision barring Seller from assigning receivables, bringing claims, or waiving any right to payment for the products or services after a period of time. Buyer shall not export, ship, or re-sell any products to any third-party in violation of U.S. export control laws, sanctions, or international trade regulations and will comply with all applicable export administration regulations (EAR) and international traffic in arms regulations (ITAR).
10. *Force Majeure.* Neither party shall be liable for any delay, impairment, or prevention of performance, in whole or in part, due to any acts of God, labor disruptions, acts of war, acts of terrorism (actual or threatened), governmental decrees or controls, imposition of or changes to tariffs or duties, changes to commodity markets, insurrections, epidemics, pandemics, quarantines, shortages, communication or power failures, fires, accidents, explosions, inability to procure or ship products or obtain permits or licenses, inability to procure supplies or raw materials, severe weather, catastrophic events, or any other event, circumstance, or cause beyond that party's control within the normal conduct of its business (each, a "**Force Majeure Event**"). A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take reasonable steps to bring about performance as soon as practicable. If a Force Majeure Event occurs and continues for a period of sixty (60) days, Seller may, at its option: (a) suspend or terminate delivery and/or performance; and/or (b) equitably adjust pricing and/or schedules for delivery or performance, in each case, without liability or penalty to Seller. If a Force Majeure Event occurs and continues for a period of sixty (60) days, Buyer may terminate the outstanding portion of any unfulfilled purchase orders.
11. *Entire Agreement.* The terms of this Rider supersede all corresponding subject matter appearing or incorporated or referenced in the Agreement. The Agreement, as amended by this Rider and as supplemented by consistent terms of the Quote, is the entire agreement between Buyer and Seller on the subject matter hereof and thereof; all sales of products and services by Seller to Buyer are subject to the terms of the Agreement, as so amended and supplemented, and not to any additional or different terms contained in any of Buyer's requests for proposal, purchase orders, or other documents or correspondences provided by or on behalf of Buyer. If there is a conflict or inconsistency between this Rider and the remainder or any other part of the Agreement, this Rider shall control. No change order shall be binding unless signed by an authorized Seller representative and Buyer representative, and no amendment to this Rider or the Agreement shall be binding unless signed by an authorized officer of Seller and Buyer.
12. *Miscellaneous.* Neither party may assign the Agreement without the other party's prior written consent (which will not be unreasonably withheld, conditioned, or delayed), provided that, without consent of the other party: (a) each party may assign the Agreement to a financially-sound acquirer of all or substantially all of the equity or assets of the assigning party, whether by merger, reorganization, acquisition, sale, or otherwise, so long as the assigning party provides at least thirty (30) days' prior written notice to the non-assigning party, (b) each party may assign the Agreement to a financially-sound affiliate of the assigning party, and (c) Seller may assign

account receivables in the ordinary course of business. Headings are included for convenience only. This Rider may be executed in one or more counterparts, and by one or more .pdf or other electronic signatures, each of which shall be deemed an original, but which together will constitute one and the same instrument. The invalidity or unenforceability of any provision of this Rider shall not affect the validity or enforceability of any other provision. Silence shall not constitute acceptance or waiver of Seller's right to contest any assertion, dispute, or resolution. Any dispute resolution requirements set forth in the Agreement, including arbitration requirements, shall not apply to collection matters.

Stuart C. Irby Company, LLC	Grand Rapids Public Utilities
Chad Backes	
Signature	**Signature**
Chad Backes	
Name	**Name**
District Manager	
Title	**Title**