



GRAND RAPIDS PUBLIC UTILITIES COMMISSION
MEETING AGENDA
Wednesday, July 13, 2022
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, July 13, 2022 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:

MINNESOTA POWER REPRESENTATIVE UPDATE:

TJ Otto, Minnesota Power Representative, will provide an update on:

1) MP's anticipation of any projected risk of electricity shortage this summer with the recent news from MISO regarding the forecasted Capacity Shortfall to cover summer peaks, and

2) Status of the Solar Plus Battery Storage Project and any liquidated damages we can expect as a result of not being able to utilize the battery to reduce our peak.

PUBLIC FORUM:

APPROVAL OF MINUTES:

1. Consider a motion to approve the minutes of the June 15, 2022 Regular Commission Meeting and the June 28, 2022 Regular Work Session Commission Meeting.

VERIFIED CLAIMS:

2. Consider a motion to approve \$1,697,140.50 of verified claims for June 2022.

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.

3. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for June 2022.
4. Consider a motion to approve re-numbering 12 existing GRPUC policies in accordance with the new policy structure.
5. Consider ratification of Water/Wastewater Department and Electric Department request to reallocate the approved 2022 operations and capital budget per the adopted Budget and Financial Planning policy.

6. Consider a motion to approve the semi-annual write off of uncollectible accounts receivable in the amount of \$3,783.38.
7. Consider a motion to ratify the agreement with Itasca County allowing participation as a subscriber in the ARMER Radio system for an annual cost of \$7200, and to accept a donation of 40 ARMER Radios from Itasca County.
8. Consider a motion to approve the third amendment to the AT&T communication lease for the addition of a generator to the North tower site and authorize the Commission President to sign the contract.
9. Consider a motion to ratify the procurement contract with MacQueen Equipment for manhole Halo light kit for \$3,036.66.

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.

ADMINISTRATION:

10. Review Administration Department Monthly Report

BUSINESS SERVICES DEPARTMENT:

11. Consider a motion to adopt Resolution Number 07-13-22-4 approving the Customer Interaction and Customer Utility Services policies.
12. Consider a motion to approve the procurement contract with Dave Berg Consulting, LLC for \$38,000.00 for the electric and water/wastewater cost of service studies.
13. Business Services Department Monthly Review

ELECTRIC DEPARTMENT:

14. Review Electric Department Monthly Report

WATER AND WASTEWATER DEPARTMENT:

15. Review Water-Wastewater Department Report

SAFETY REPORT:

16. Review Safety Monthly Report

ADJOURNMENT:

The next Regular Work Session is scheduled for Tuesday, July 26, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Meeting of the Commission is scheduled for Wednesday, August 10, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The GRPUC has adopted a Meeting Protocol Policy, which informs attendees of the GRPUC's desire to conduct meetings in an orderly manner which welcomes all civil input from interested parties. If you are unaware of the policy, please contact our office at 218-326-7024 and we will provide you with a copy of the policy.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION
MEETING MINUTES
Wednesday, June 15, 2022
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 Wednesday, June 15, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

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

ABSENT WITH NOTICE: Commissioner Rick Blake, Commissioner Rick Smith

Also present: General Manager Julie Kennedy, Business Services Manager Jean Lane, Electric Department Manager Jeremy Goodell, Water/Wastewater Department Manager Steve Mattson, Administrative/HR Assistant Carrie Jo Kruger, Mike Kane from Greater Insurance Services and ICTV Representative.

Item #19 moved up in the agenda to allow Mr. Mike Kane from Greater Insurance Services to speak regarding insurance renewal topics.

PUBLIC FORUM:

None

APPROVAL OF MINUTES:

1. Consider a motion to approve the minutes of the April 26, 2022 Regular Work Session Meeting, the May 11, 2022 Regular Meeting and the May 24, 2022 Regular Work Session Meeting.

Motion made by Secretary Francisco, Seconded by President Stanley to approve the minutes of the April 26, 2022 Regular Work Session Meeting, the May 11, 2022 Regular Meeting and the May 24, 2022 Regular Work Session Meeting.

The motion carried by the following vote:

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug

VERIFIED CLAIMS:

2. Consider a motion to approve \$1,363,960.53 of verified claims for May 2022.

Motion made by Commissioner Saxhaug, Seconded by Secretary Francisco to approve \$1,363,960.53 of verified claims for May 2022.

The motion carried by the following vote.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug

COMMISSION REPORTS:

None

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.

Motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to accept the consent agenda as read.

The motion carried by the following vote:

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug

3. Consider a motion to approve the City Treasurer’s Report and the Investment Activity Report for April and May 2022.

Approved by consent agenda vote.

4. Consider a motion to authorize the disposal of electrical equipment to T&R Electric.

Approved by consent agenda vote.

5. Consider a motion to confirm filling the Maintenance III position with the preferred candidate, Eric Drotts.

Approved by consent agenda vote.

6. Consider a motion to confirm filling the Journey Line Worker position with the preferred candidate, Blake Brewster.

Approved by consent agenda vote.

7. Consider a motion to ratify the procurement contract with CB Technology Solutions, Inc. for IT professional services in an amount not to exceed \$10,000.00.

Approved by consent agenda vote.

8. Consider a motion to ratify the procurement contract based on time and material with Lake States Construction for minor electrical construction and restoration for the calendar year of 2022.

Approved by consent agenda vote.

9. Consider a motion to ratify the procurement contract with Water Conservation Services, Inc. for a water leak study for \$8,200.00

Approved by consent agenda vote.

10. Consider a motion to ratify the procurement contract with Dakota Supply Group for Fire Hydrants for \$9,405.74.

Approved by consent agenda vote.

11. Consider a motion to ratify the procurement contract with Novaspect for WTP Filter Effluent Valves for \$12,036.30.

Approved by consent agenda vote.

12. Consider a motion to approve the procurement contract with Ziegler Cat for Lift Station 3 Generator for \$32,825.00 and authorize the General Manager to sign the contract.

Approved by consent agenda vote.

13. Consider a motion to approve the procurement contract with Ziegler Cat for Lift Station 2 Generator for \$36,500.00 and authorize the General Manager to sign the contract.

Approved by consent agenda vote.

14. Consider a motion to ratify the procurement contract with United Rentals for a Vertical Lift for \$7,500.00.

Approved by consent agenda vote.

15. Consider a motion to ratify the procurement contract with Stantec Consulting Services, Inc. for Engineering services of evaluating the final cover system for landfill phases 1-4 and kettle D for \$6,400.00.

Approved by consent agenda vote.

16. Consider a motion to ratify the procurement contract with Lake Country Lawn and Snow for lawn mowing services for \$10,000.00.

Approved by consent agenda vote.

17. Consider a motion to ratify the procurement contract with PSI Engineering for Tesla Pumps for \$5,950.00.

Approved by consent agenda vote.

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 Commissioner Saxhaug, Seconded by Secretary Francisco to approve the agenda as amended.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug

ADMINISTRATION:

18. Review Administration Department Monthly Report

General Manager Julie Kennedy reviewed the June Administration Department Report with the Commission.

BUSINESS SERVICES DEPARTMENT:

19. Consider a motion to approve the July 1, 2022 renewal of the General Liability and Commercial Property Insurance with LMCIT in the amount of \$137,025, authorize payment of premium, and authorize the President to sign the annual Liability Coverage Waiver Form accepting the monetary limits on municipal tort liability established by MN SS 466.04.

Item #19 was moved to just after roll call.

Motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to approve the motion as read.

The motion carried by the following vote:

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug

20. Consider a motion to approve Resolution No. 06-15-22-3 accepting the 2021 audited annual comprehensive financial statements and related auditor's letters.

Motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to approve the annual comprehensive financial statements and related auditor's letters.

The motion carried by the following vote:

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug

21. Review Business Services Department Monthly Report

Business Services Manager Jean Lane reviewed the June Business Services Department Report with the Commission.

ELECTRIC DEPARTMENT:

22. Review Electric Department Monthly Report

Electric Department Manager Jeremy Goodell reviewed the June Electric Department Report with the Commission.

WATER AND WASTEWATER DEPARTMENT:

23. Review Water-Wastewater Department Monthly Report

Water/Wastewater Department Manager Steve Mattson reviewed the June Water and Wastewater Department Report with the Commission.

24. Consider a motion to approve the antenna lease agreement with Rural Cellular Corporation (Verizon Wireless) for the mid water tower for five years.

Motion made by Commissioner Saxhaug, Seconded by Secretary Francisco, to approve the antenna lease agreement with Rural Cellular Corporation (Verizon Wireless) for the mid water tower for five years.

The motion carried by the following vote:

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug

SAFETY REPORT:

25. Review Safety Monthly Report

General Manager Julie Kennedy reviewed the June Safety Report with the Commission.

ADJOURNMENT:

By call of the chair the meeting was declared adjourned at 4:55 PM.

The next Regular Work Session is scheduled for Tuesday, June 28, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Meeting of the Commission is scheduled for Wednesday, July 13, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

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GRAND RAPIDS PUBLIC UTILITIES COMMISSION REGULAR WORK SESSION MEETING MINUTES

Tuesday, June 28, 2022

8:00 AM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Work Session Meeting of the Grand Rapids Public Utilities Commission was held on Tuesday, June 28, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

By call of the chair the meeting was called to order at 8:05 AM.

CALL OF ROLL:

PRESENT: President Tom Stanley, Secretary Luke Francisco, Commissioner Nancy Saxhaug, Commissioner Rick Smith, Commissioner Rick Blake arrived at 8:15 AM

Also present: General Manager Julie Kennedy, Business Services Manager Jean Lane, Water/Wastewater Department Manager Steve Mattson, Administrative/HR Assistant Carrie Jo Kruger, Lead CSR Paula Hennemann, and Susan Lynch from GRACF.

BUSINESS:

1. Consider a motion to approve \$153,379.17 of verified claims for May and June 2022.

Motion made by Commissioner Smith, Seconded by Secretary Francisco to approve \$153,379.17 of verified claims for May and June 2022.

The motion carried by the following vote:

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith

2. Review two draft customer service policies

(Commissioner Rick Blake arrived)

3. Review and discuss GRPUC Caring Fund at the GRACF.

Susan Lynch discussed the available fund and possible uses. Julie Kennedy to create a draft for discussion at the next meeting.

ADJOURNMENT:

By call of the chair, the meeting was adjourned at 9:30 AM.

The next Regular Meeting of the Commission is scheduled for Wednesday, July 13, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Work Session is scheduled for Tuesday, July 26, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: July 13, 2022

AGENDA ITEM: Consider a motion to approve \$1,697,140.50 of verified claims for June 2022.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

See attached check registers: \$1,697,140.50

Computer check register \$1,216,642.04
Manual check register \$480,498.46
Total \$ 1,697,140.50

RECOMMENDATION:

Consider a motion to approve \$1,697,140.50 of verified claims for June 2022.

Grand Rapids Public Utilities
Accounts Payable
June 2022
(Meeting Date: 07/13/2022)

Item 2.

NAME	AMOUNT	NAME	AMOUNT
Amaril Uniform	1,688.87	MacQueen Equipment	1,947.39
Aramark	324.91	McMaster-Carr	5,059.83
Border States	6,440.16	Minnesota Power	900,756.87
Burggraf's/Ace	607.59	NOS Automation	1,400.00
Car Quest	367.39	Personnel Dynamics	2,428.16
CB Technology	568.75	Polydyne Inc	68,443.19
City of Grand Rapids	1,651.86	Radtke, James	7,429.20
Coles	622.00	Railroad Management	313.34
Compass Minerals	3,978.33	Resco	1,303.49
Cooperative Response Center	2,486.37	RMB Environmental Lab	467.00
Core & Main	6,144.42	Sandstrom's	522.84
CW Technology	5,320.50	Stuart Irby	5,064.14
Dakota Supply Group	8,801.52	Team Marinucci	72.00
Dondelinger	423.41	Telcologix	290.00
Duncan Co	327.37	TNT Construction	4,328.44
Environmental Consulting & Testin	2,100.00	Total Tool	2,990.00
Fastenal	4,294.66	Treasure Bay	215.00
Ferguson	3,808.42	United Rentals	460.98
Frontier Precision	4,556.60	Vessco	1,065.60
Gopher State One	450.90	Vega	1,204.08
Grainger	1,035.94	Viking Electric	1,291.73
Graybar	1,479.44		
Hach	461.16	Energy Efficiency Rebate:	
Innovative Office Solutions	338.30	Anderson Glass	339.53
L&M	148.92	Gaalaas Orthodontists	1,881.53
Lake Country Lawn & Snow	2,000.00	Godfrey, Randy	400.00
League of MN Cities	137,025.00	Helmuth, Joe & Katlyn	400.00
Lease Landscaping	742.16	Park State Bank	1,507.94
		River Grand Senior Living	5,823.11
		Viking Electric	1,041.70
			1,216,642.04

June 2022 Check Register

Document Date	Check #	Vendor Name	Document Amount	
6/1/2022		4638 Northeast Service Cooperative	3,972.00	6/30/2022
6/1/2022		4639 Northeast Service Cooperative	51,759.00	6/30/2022
6/3/2022		4640 Public Employees Retirement Association	14,912.48	6/3/2022
6/3/2022		4641 MN Department of Revenue	4,258.98	6/3/2022
6/3/2022		4642 Wells Fargo Bank	25,059.80	6/3/2022
6/3/2022		4643 Empower Retirement	7,524.28	6/3/2022
6/6/2022		4644 Invoice Cloud	2,650.95	6/30/2022
6/6/2022		4645 Further	1,257.33	6/30/2022
6/14/2022		4646 MN Department of Revenue	74,402.02	6/30/2022
6/17/2022		4647 MN Department of Revenue	61,166.00	6/30/2022
6/17/2022		4648 Public Employees Retirement Association	16,206.88	6/17/2022
6/17/2022		4649 MN Department of Revenue	4,830.67	6/17/2022
6/17/2022		4650 Wells Fargo Bank	28,228.69	6/17/2022
6/17/2022		4651 Empower Retirement	8,121.78	6/17/2022
6/8/2022		4652 Wells Fargo Pcard	3,002.01	
6/13/2022		4653 Wells Fargo Bank	174.95	6/30/2022
6/21/2022		4654 Further	1,257.33	6/30/2022
6/27/2022		4662 TASC	45.00	6/30/2022
6/3/2022		79904 First Net AT & T Mobility	277.90	6/3/2022
6/3/2022		79905 Mattson Steve	35.10	6/3/2022
6/3/2022		79906 Verizon Wireless	5,449.08	6/3/2022
6/3/2022		79907 Waste Management of WI MN	870.93	6/3/2022
6/3/2022		79908 Customer Refunds - Scott Morgart	125.00	6/30/2022
6/3/2022		79909 Customer Refunds - Dungarvin	69.19	6/30/2022
6/3/2022		79910 Customer Refunds - Lydia thole	73.45	6/30/2022
6/3/2022		79911 Customer Refunds - Karpik	837.50	6/30/2022
6/3/2022		79912 Customer Refunds - Baker	62.58	6/30/2022
6/3/2022		79913 Customer Refunds - Jensen	7.68	6/30/2022
6/3/2022		79914 Customer Refunds - Morrison	27.73	6/30/2022
		79915 Voided		
6/3/2022		79916 Customer Refunds - Pallas	125.00	6/30/2022
6/3/2022		79917 MN Child Support Payment Center	391.32	6/3/2022
6/3/2022		79918 NCPERS Group Life Insurance	80.00	6/3/2022
6/10/2022		79919 Larson Robert	246.98	6/10/2022
6/10/2022		79920 Dickie Brett	245.00	6/10/2022
6/15/2022		79921 City of LaPrairie	13,123.00	6/30/2022
6/17/2022		79970 Customer Refunds - Randall	51.96	6/30/2022
6/17/2022		79971 Customer Refunds - Nelson	44.41	6/30/2022
6/17/2022		79972 Customer Refunds - Reading & Math	99.17	6/30/2022
6/17/2022		79973 MN Child Support Payment Center	391.32	6/17/2022
6/17/2022		79974 MN Council 65	1,700.85	6/17/2022
6/21/2022		79975 MN Energy Resources Corporation	125.75	6/21/2022
6/21/2022		79976 US Bank Equipment Finance	315.73	6/21/2022
6/21/2022		79977 Waste Management of WI MN	888.31	6/21/2022
6/24/2022		79978 Quality Flow Solutions Incorporated	58,580.00	6/24/2022 **

6/24/2022	79979 Verizon Wireless	828.31	6/24/2022
6/24/2022	79980 Wells Fargo Business Card JK	166.44	6/24/2022
6/24/2022	79981 Customer Refunds - Barsness	22.11	6/30/2022
6/24/2022	79982 Customer Refunds - Moss	95.96	6/30/2022
6/24/2022	79983 Customer Refunds - Willette	110.12	6/30/2022
6/24/2022	79984 Customer Refunds - Johnson	73.50	6/30/2022
6/24/2022	79985 Customer Refunds - Noll	117.55	6/30/2022
6/24/2022	79986 Customer Refunds - Whight/Riddle	112.73	6/30/2022
6/24/2022	79987 Customer Refunds - Inamagua/Snyder	90.61	6/30/2022
6/24/2022	79988 Customer Refunds - Murray/Taylor	73.01	6/30/2022
6/24/2022	79989 Customer Refunds - Bergren	74.37	6/30/2022
6/24/2022	79990 Customer Refunds - Ackman/Storlie	76.06	6/30/2022
6/24/2022	79991 Customer Refunds - Wallene	93.06	6/30/2022
6/24/2022	79992 MN Department of Public Safety	15.50	6/24/2022
6/30/2022	80053 City of Grand Rapids	72,333.33	6/30/2022
6/30/2022	80054 City of Grand Rapids	195.00	6/30/2022
6/30/2022	80055 City of Grand Rapids	71,525.71	6/30/2022

Checks Previously Approved **	58,580.00
Manual Checks to be approved	480,498.46
Total Manual Checks	539,078.46



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: July 13, 2022

AGENDA ITEM: Consider a motion to approve the City Treasurer’s Report and the Investment Activity Report for June 2022

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

Please see attached reports:

GRPUC Cash Receipts and Disbursements for the Month of June 2022 and Verification of City Treasurer’s Balance

GRPUC Investment Activity

Graphics – June Historical Investment Balances and Monthly Investment Balances 2002-2022

RECOMMENDATION:

Consider a motion to approve the City Treasurer’s Report and the Investment Activity Report for June 2022.

**CITY OF GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
CASH RECEIPTS AND DISBURSEMENTS FOR THE MONTH OF JUNE 2022**

TREASURER'S BALANCE MAY 31, 2022		\$ 5,441,507.99
Deposits	2,284,198.84	
Redeposits-Checks	-	
Redeposits-ACH	-	
Bank Adjustments	-	
		2,284,198.84
Less Disbursements	(1,841,603.03)	
NSF Checks	(198.18)	
ACH Returns	(1,439.27)	
Bank Adjustments	-	
		(1,843,240.48)
TREASURER'S BALANCE JUNE 30, 2022		\$ 5,882,466.35

VERIFICATION OF TREASURER'S BALANCE

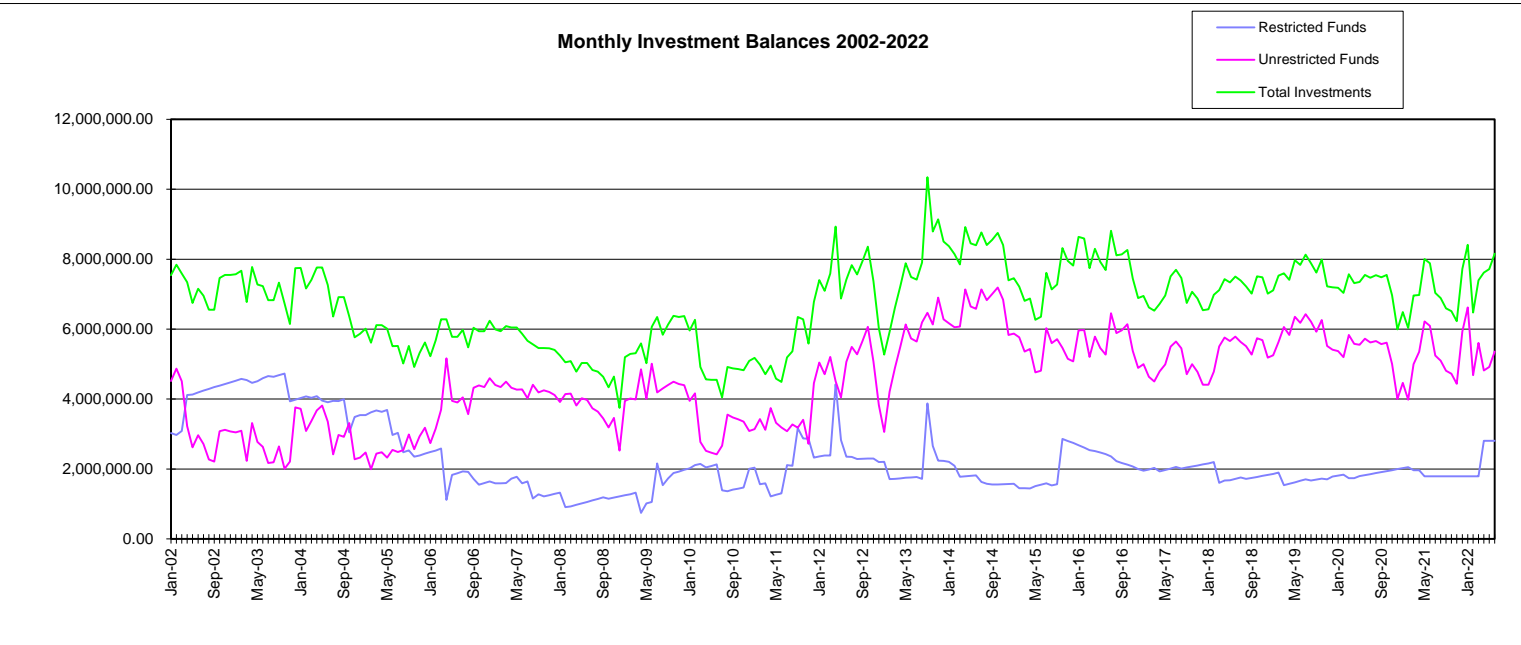
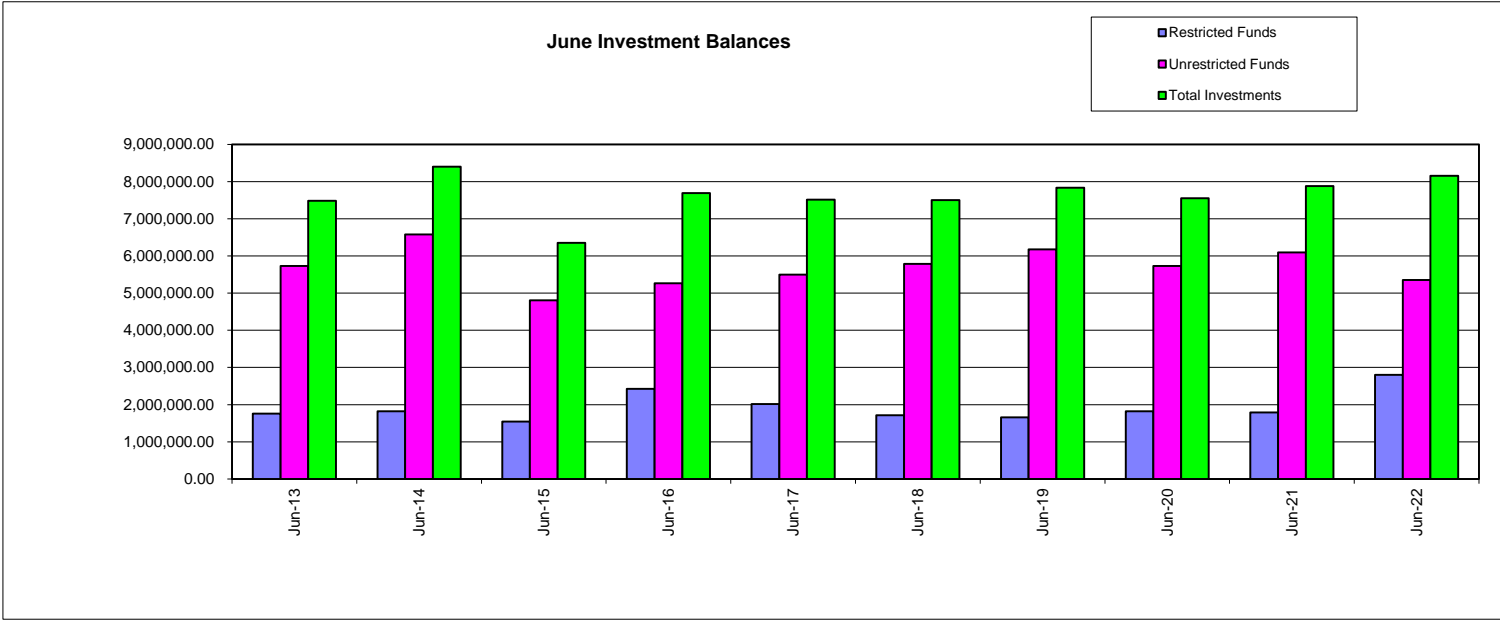
WELLS FARGO BANK BALANCE JUNE 30, 2022		\$ 6,178,249.81
Add: Deposits in Transit		5,802.20
Less: Outstanding Checks		(301,585.66)
TREASURER'S BALANCE JUNE 30, 2022		\$ 5,882,466.35

**Grand Rapids Public Utilities Commission
Investment Activity
June 2022**

Beginning Balance Cash and Investments	\$ 7,717,039.90
 Redeemed:	
None	-
 Invested:	
None	-
Change in checking account balance	440,958.36
 Total Cash and Investments	 <u>\$ 8,157,998.26</u>
 Less: Restricted and Designated Funds	
Restricted Funds:	
Customer Deposits	390,899.26
Customer Deposits - Antenna Fees	44,296.74
Electric Capital Replacement Fund	967,339.00
Water Capital Replacement Fund	873,351.00
Sewer Capital Replacement Fund	526,932.00
 Designated Funds:	
Disaster Recovery Fund	<u>1,500,000.00</u>
Total Restricted and Designated Funds	<u>\$ 4,302,818.00</u>
 Net Cash and Investments	 <u><u>\$ 3,855,180.26</u></u>

	Jun-13	Jun-14	Jun-15	Jun-16	Jun-17	Jun-18	Jun-19	Jun-20	Jun-21	Jun-22
Restricted Funds	1,755,914.83	1,819,096.35	1,547,623.39	2,422,803.00	2,013,673.58	1,717,879.08	1,660,212.78	\$ 1,823,191.92	\$ 1,788,487.11	\$ 2,802,818.00
Unrestricted Funds	5,730,231.06	6,581,477.88	4,807,996.07	5,267,962.61	5,498,424.19	5,785,558.91	6,178,339.82	\$ 5,728,094.25	\$ 6,093,050.79	\$ 5,355,180.26
Total Investments	7,486,145.89	8,400,574.23	6,355,619.46	7,690,765.61	7,512,097.77	7,503,437.99	7,838,552.60	\$ 7,551,286.17	\$ 7,881,537.90	\$ 8,157,998.26

Minimum cash reserve 4,542,427.00 4,828,355.00 4,707,627.00 4,719,921.00 4,887,919.00 4,610,534.00 5,140,707.00





GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: July 13, 2022

AGENDA ITEM: Consider a motion to approve re-numbering 12 existing GRPUC policies in accordance with the new policy structure.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

As part of our Policy Governance endeavors, we have developed a formal structure for creating, amending, and tracking all Commission-approved GRPUC policies. To recall, GRPUC policies are Commission-approved documents and any changes must be approved by the Commission.

The requested motion **does not change any existing policy content**, but rather only re-numbers existing policies into our new structure. As part of our strategic governance planning, we will be reviewing the content of these and other policies in the coming months.

The following 10 existing policies were included in this phase of the reformatting: Bylaws, Mission Statement, Commission Meeting Protocol, Commissioner Position Description, Ethics Policy, Procurement, Personnel, Electric Department Rules, Electric Distributed Generation and Net Metering, and Safety Manual.

Attached is the GRPUC Policy Table of Contents with the new numbering system as well as each of the 12 policies being re-numbered as part of this motion.

RECOMMENDATION:

Consider a motion to approve re-numbering 12 existing GRPUC policies in accordance with the new policy structure.



Policy Table of Contents

Governance

Authority and Purpose

1.1.010	ByLaws	10/11/2006
1.1.011	Mission Statement	1/1/2004

Governance

1.2.020	Commission Meeting Protocol	1/17/2007
1.2.030	Commissioner Position Description	10/11/2006
1.2.031	Ethics Policy	11/15/2006

Delegation to Management

1.4.030	Procurement	6/15/2021
1.4.040	Customer Interaction	7/13/2022
1.4.041	Customer Service Program	7/13/2022

Administration

Personnel

2.1.010	Personnel Policy	1/11/2022
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Business Services

Finance

3.3.001	Budget and Financial Planning	5/11/2022
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Electric

General

4.1.001	Electric Department Rules	2/9/2022
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Distributed Energy

4.2.010	Electric Distributed Generation & Net Metering	2/14/2018
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Water

General

5.1.001	Water Operating Rules	4/13/2022
5.1.002	Water Hydrant Use	4/13/2022

Wastewater

Collection

6.1.001	Wastewater Collection and Treatment Operating Rules	1/22/2018
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Policy Table of Contents

Item 4.

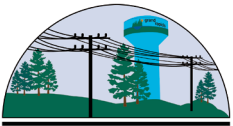
Safety

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7.1.010

Safety Manual

1/1/2020



**GRAND RAPIDS
PUBLIC UTILITIES**
Service is Our Nature

COMMISSION POLICY

ByLaws

Item 4.

Category:
Governance

Subcategory:
Authority and Purpose

Policy Number:
1.1.010

Bylaws of the Grand Rapids Public Utilities Commission

Background

The Public Utilities Commission (the “PUC”) was established in 1910 with the mandate to operate the electrical, water and waste water treatment systems for the City of Grand Rapids. As of 2006, the PUC has approximately 45 employees and serves 6880 electrical customers, 3322 water customers and 3270 wastewater treatment customers.

By-Laws (adopted October 11, 2006)

These By-Laws apply to the conduct of the Board of Commissioners which governs the PUC. Extensive rules, regulations, rate schedules and procedures govern the PUC service delivery. Employee rights and responsibilities are documented in the Personnel Policy Manual and elsewhere.

Article I – Name

The name of the organization is the Grand Rapids Public Utilities Commission.

Article II - Purpose

The PUC was established in 1910 under Minnesota Statutes Chapter 412 and is charged with the responsibility to operate and manage the electrical distribution system, the water supply system and the wastewater collection and treatment system for the City of Grand Rapids. The PUC also serves the nearby communities and rural areas through contracts or state mandated service territories.

Article III - Membership

Section 1: Five (5) Commission Board members (“Commissioners”) are appointed by the Grand Rapids City Council:

(1) No more than one member may be chosen from the City Council membership, which membership shall terminate when that member ends city council membership, at which time the vacancy created shall be filled for the balance of the unexpired term in the manner in which the original appointment was made.

(2) The City Council may set the term of the Commissioner who is a member of the City Council to coincide with that member’s term of office as a member of the City Council.

(3) Each member shall serve for a term of three (3) years and until a successor is appointed and qualified, except that appointments shall be staggered so that the term for no more than two positions shall expire in any year.

Article IV - Meetings

- Section 1: Regular meetings shall be the second Wednesday of the month at 4:00 p.m. Special and emergency meetings may be called from time-to-time with notice according to law.
- Section 2: Three of the five Commissioners shall constitute a quorum.
- Section 3: Robert's Rules of Order shall govern.
- Section 4: All members of the commission shall have equal voting rights.
- Section 5: All meetings shall be conducted in compliance with Minnesota open meeting laws.

Article V - Officers

- Section 1: The Commission members shall annually choose a President from among its own members. The Commission members shall also appoint a Secretary for an indefinite term. The Secretary need not be a member of the Commission.
- Section 2: The Commission members shall have the power to remove any officer chosen by the Commission who, in the opinion of the Commission, is not serving the best interests of the PUC.

Article VI – Powers and Duties of the Commission and Officers

- Section 1: The President shall act as the executive officer, convene meetings, and execute documents for the Commission.
- Section 2: The Commission shall exercise general supervision over the PUC manager.
- Section 3: The Commission member with the most seniority on the Commission shall act in place of the President during his/her absence.
- Section 4: The Secretary shall ensure that meetings are posted and minutes kept.
- Section 5: The Commission shall ensure that proper financial records are kept and that the accounts are audited annually by an independent auditor.

Article VII – Conflict of Interest

Commissioners shall abide by the Ethics Policy of the PUC.

Article VIII – Adoption

These By-Laws shall become effective upon the approval of a majority of the members of the Commission.

Article IX – Amendments

Section 1: Notice of proposed amendments to the By-Laws shall be posted two weeks before the next regular meeting.

Section 2. A majority of the Commissioners shall approve changes to the By-Laws.

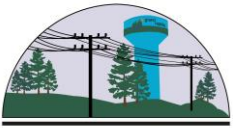
Article X – Remuneration

Section 1: No member of the Commission shall receive a salary except as fixed by the Council.

Section 2: The Secretary shall receive a salary fixed by the Commission.

Article XI – Dissolution

The process for dissolution, abolition of the Commission or utility transfer is described by Minnesota State Statutes.



**GRAND RAPIDS
PUBLIC UTILITIES**
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COMMISSION POLICY

Mission Statement

Item 4.

Category:

Governance

Subcategory:

Authority and Purpose

Policy Number:

1.1.011

GRAND RAPIDS PUBLIC UTILITIES COMMISSION MISSION STATEMENT

The mission of the Grand Rapids Public Utilities Commission is to be the preferred supplier of utility services that best meets our customer's needs.

The following will serve as a guide as the Utility works to fulfill its mission:

- Assure a reliable and continuous supply of utility services.
- Deliver the utility services at the lowest possible costs, at competitive rates and consistent with sound business practices.
- Provide stewardship to the assets entrusted to us by the City of Grand Rapids.
- Conduct all operations at a professional level, gaining the respect and trust of our customers, regulators and peers.
- Guard the environmental quality of our community.
- Maintain a safe and clean work environment.
- Provide for our valuable asset, our employee, by:
 - The maintenance of an open two-way communication network.
 - Striving for a work environment based on mutual respect and trust.
 - Promotion of training and continued education allowing for personal and professional growth.
 - Recognizing the contributions of our employees through a system of reward based on effort, initiative, and achievement.

By recognizing and striving to best fulfill its mission, those employed by the Public Utilities Commission will be insuring their own dependable lasting employment.

POLICY HISTORY:

Adopted: January 1, 2004

Revised:



**GRAND RAPIDS
PUBLIC UTILITIES**
Service is Our Nature

COMMISSION POLICY

Commission Meeting Protocol

Item 4.

Category:
Governance

Subcategory:
Governance

Policy Number:
1.2.020

MEETING PROTOCOL

By action of the Grand Rapids Public Utilities Commission (“GRPUC”), the Commission does hereby ordain that all meetings of the GRPUC are to be conducted in an orderly manner which welcomes all civil input from citizens and interested parties.

However, the procedure of the Commission meetings is to be determined by the Commission itself and any person wishing to speak as a member of the public or an interested party must first be acknowledged by the Commission (President) and ask to speak, the duration of which is to be determined by the Commission. Any person giving input to the Commission must do so in an orderly non-confrontational manner. If the person is either using loud, boisterous, obscene, or abusive language, that person will be asked to leave. If the person will not leave voluntarily, a law enforcement officer will involuntarily escort that person from the meeting. Additionally, the person may be allowed to re-attend said meetings after a written request is made and considered by the Commission.

It is also within the purview of the GRPUC to exclude members of the public from attendance if they have been deemed to have violated this policy in the past. If this procedure is invoked, that person will be given written notice of that exclusion from meetings and a written explanation as to why.

POLICY HISTORY:

Adopted: January 17, 2007

Revised:



COMMISSION POLICY

Commissioner Position Description

Item 4.

Category: Governance	Subcategory: Governance	Policy Number: 1.2.030
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POSITION: Board Member – Grand Rapids Public Utilities Commission

DEPARTMENT: N/A

DATE: October 11, 2006

ACCOUNTABLE TO: Customers being served by the GRPUC and fiscally accountable to the Grand Rapids City Council.

Primary Objective of Position:

Operating as a group within the context of its scheduled public meetings, the Commission guides management in the delivery of reliable and economical utility services by making decisions relative to the establishment of policies and to strategic planning initiatives.

Major Areas of Accountability and Job Duties:

1. Determining fundamental philosophy, mission, objectives, and policies for meeting the current and future utility needs of the community.
2. Hiring, evaluating and dismissing the general manager.
3. Maintaining direction over the performance of management and, through management, the performance of employees.
4. Controlling finances of the utility by approving the annual operating and capital budgets, authorizing subsequent changes, and approving major expenditures.
5. Approving or modifying rates charged by the utility.
6. Setting personnel policies and procedures, and confirming the hiring of employees.
7. Exercising broad control over purchasing policies and standards.
8. Reviewing, modifying and approving operating programs and activities planned and recommended by management.

9. Serving as an appeals body for persons or organizations who desire to be heard on matters under consideration by the commission, or on questions arising from utility policies, operations, or other phases of the utility's work.
10. Providing a liaison between the utility and other governmental bodies and the public.
11. Acting as good stewards of the assets entrusted to the Commission by the City Council.

Desirable Qualifications:

Education/Experience

A college degree in the following fields and/or ten (10) years progressive experience in a leadership role in the fields of study:

Business Management/Administration
 Finance/Accounting
 Engineering-Electrical, Mechanical, Civil Human
 Resource/Personnel Contract/Business Law

Skills/Abilities

Previous Board/Commission experience.
 Leadership role experience.
 Large business/organizational working experience. Ability to add value to the functions of the GRPUC.
 Knowledge/experience of regulatory issues and working in a regulated environment. Ability to promote excellence in management.
 People skills on all levels.
 Ability to promote effective use of funds and/or resources.

Qualities

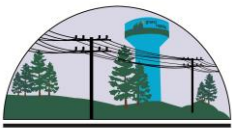
Integrity and honesty with all customers, employees, outside agencies/regulators, other governmental entities and other GRPUC members.

GRPUC decisions must be non-political, based on evaluated facts, and made in the best interest of the customer.

POLICY HISTORY:

Adopted: October 11, 2006

Revised:



**GRAND RAPIDS
PUBLIC UTILITIES**
Service is Our Nature

COMMISSION POLICY

Ethics Policy

Item 4.

Category: Governance	Subcategory: Governance	Policy Number: 1.2.031
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ETHICS POLICY OF GRAND RAPIDS PUBLIC UTILITIES COMMISSION

1.00 Purpose. The Grand Rapids Public Utilities Commission (“PUC”) confirms its determination that ethical standards among its Commissioners and employees are essential to the proper working of the PUC. All Commissioners and PUC employees (“employees”) must perform their duties in a manner that maintains and enhances public confidence and trust in the integrity, objectivity and impartiality of the PUC. Trust and mutual respect are the cornerstones of any relationship between the public and the PUC.

As Commissioners of the PUC some conflicts are always inherently present. All Commissioners are served by the utility they manage. Thus, all or nearly all of the decisions made by the PUC impact the Commissioners individually as customers of the PUC. In addition, all Commissioners are appointed by the City Council and may have a self interest in maintaining their position and obtaining reappointment. The Courts have emphasized the independence required of a public utilities commission from a City as follows:

“The purpose [of the state legislation] was to create a . . . commission . . . and to clothe it with exclusive authority, acting by itself, and independently of the City Council, or Mayor, to operate, control and manage a city water and light plant. This authority is expressed in clear and unambiguous language and effectually creates a department of village or city government responsible only to the people. No revisory control is vested in the Council or Mayor.”

State ex rel Briggs v. McIlraith, 129 N.W. 377, 378 (Minn. 1911).

The Minnesota Attorney General has also acknowledged the independent role of a municipal utilities commission. The Attorney General’s office has stated:

“The legislature clearly intended the utilities commission to be an independent department of the village government, responsible only to the people and not under the supervision or control of the village council.”

Minn. Op. Atty. Gen. 469-B6 (1957).

Commissioners of the PUC must remember that they are primarily accountable to the constituency directly served by the PUC, that is, the rate paying public. Commissioners are therefore obligated to uphold their fiduciary duty of loyalty while performing their official functions. They must avoid any appearances of impropriety by their words and actions and they must protect the interests of those persons served, the rate paying public, above all others, including themselves.

The standards of conduct set forth herein are intended to serve as a guideline for the Commissioners and employees of the PUC in carrying out their duties and responsibilities. By avoiding conflicts of interest and providing a guide for conduct the PUC intends to promote faith and confidence in the PUC.

2.00 Standards of Conduct.

2.01 Receiving Special Consideration. No Commissioner or employee shall use their position to secure special privileges or exemptions for themselves or others.

2.02 Disclosure of Potential Conflicts. No Commissioner of the PUC having the power or duty to perform an official act or action may be directly or indirectly interested in any contract, transaction, or decision of the PUC except as provided for in Minnesota Law. Any Commissioner of the PUC who has an interest in any proposed action by the PUC shall disclose on the record of the PUC, the nature and extent of such interest.

No PUC employee who is in direct contact with suppliers, contractors or potential contractors or suppliers to the PUC or who may directly or indirectly influence a purchasing decision by establishing specifications, testing products, evaluating contracted services, or otherwise has official involvement in the purchasing or contracting process may:

1. Have any financial interest or have any personal beneficial interest, directly or indirectly, in contracts or purchase orders for goods or services used by, purchased by or furnished to the PUC; or
2. Accept directly or indirectly from a person, firm or corporation to which a contract or purchase order has been or may be awarded a rebate, gift, money, or anything of value, other than items of nominal value. No such employee may further accept any promise, obligation or contract for future reward.

2.03 Acting as Agent or Attorney. No Commissioner or employee shall act as an agent or attorney for another in any matter before the PUC in which a conflict of interest exists or may exist.

2.04 Gifts or Loans. No Commissioner or employee shall knowingly receive, accept, take, seek, or solicit, directly or indirectly, any gift or loan for himself, herself, or another which is prohibited by state law (Minn. Stat. 471.895).

2.05 Reimbursement. All Commissioners and employees shall provide complete documentation to support requests for reimbursement. Expense reimbursement shall be made in accordance with PUC policy.

2.06 Use of PUC Resources. No Commissioner or employee may use PUC money, time, personnel, facilities, or equipment for personal convenience, profit or other non-work related activities, except when:

- a. The use is required or authorized by law;
- b. The use is no greater than that allowed for members of the general public;
- c. The use is provided by specific PUC policy in the conduct of PUC business;
or
- d. The use is approved by a vote of the PUC.

2.07 Disclosure of Information. No Commissioner or employee may disclose to the public, or use for the private gain of self or others, information which was gained by reason of the Commissioners or employees' position and which is not public data. Further, no Commissioner or employee may disclose information received, discussed, or decided in conference with the PUC's attorneys which is protected by the attorney/client privilege, unless a majority of the PUC has authorized that disclosure.

2.08 Contracts. No Commissioner or employee shall enter into any contract with the PUC, unless authorized by law.

2.09 Granting Special Consideration. No Commissioner or employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

2.10 Authority. No Commissioner or employee shall exceed his or her authority, or breach the law, or ask others to do so.

2.11 Official Action. No Commissioner shall take an official action which will benefit any person or entity where such Commissioner would not otherwise have taken such action, but for the Commissioner's family relationship, friendship, or business relationship with such person or entity.

2.12 Compliance With Laws. Commissioner and employees shall comply with all local ordinances and State and Federal Statutes including, but not limited to, the Criminal Code, and laws governing the functioning of municipalities, their elected and appointed officials, and employees.

2.13 Actions of Commissioners. Commissioners, as individuals, have no administrative authority. Commissioners' duties are to be performed by the PUC as a whole, unless lawfully

delegated by a vote of the PUC. No individual Commissioner shall individually supervise employees, formulate policies, meet with union representatives to negotiate terms of employment or otherwise exercise PUC powers unless lawfully delegated to do so by a vote of the PUC. Nothing in this section is meant to prohibit Commissioners from discussing and working with the PUC General Manager.

2.14 Actions by Commissioners and Employees. No Commissioner or employee shall act on behalf of the PUC in the making of policy statements, in authorizing any action, agreement or contract, or in promising to prevent any future action, when such Commissioner or employee has, in fact, no authority to do so.

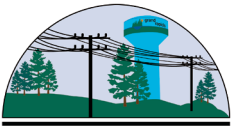
3.00 Participation in Certain Services and Programs. In certain instances, not covered by state statute, PUC Commissioners and employees may desire to receive certain extraordinary services or to participate in certain programs offered by the PUC which are also available to the general public if certain circumstances or criteria are met. In order to avoid any appearance of impropriety, the Commissioners and employees desiring said services or to participate in said programs shall apply to the PUC and receive approval for the same only by a vote of the PUC.

4.00 Effective Date. The policy, prohibitions and procedures contained herein shall only be effective upon the passage of this policy by the PUC.

POLICY HISTORY:

Adopted: November 15, 2006

Revised:



**GRAND RAPIDS
PUBLIC UTILITIES**
Service is Our Nature

COMMISSION POLICY Procurement Policy

Item 4.

Category:
Governance

Subcategory:
Delegation to Management

Policy Number:
1.4.030

1.0 INTRODUCTION

1.1 MINNESOTA PUBLIC PURPOSE DOCTRINE

Minnesota law permits a governmental entity to expend public funds only when the primary purpose of the expenditure is public and the expenditure relates to the governmental purposes for which the entity was created. There must also be statutory authority allowing for the expenditure of such funds and there must be a benefit to the community. Proper documentation must be maintained to establish that all expenditures serve a public purpose.

1.2 AUTHORIZATION TO PURCHASE

The Grand Rapids Public Utilities Commission (GRPUC) has delegated its authority to the Grand Rapids Public Utilities (GRPU) General Manager (GM) to make usual and customary purchases of goods and services for GRPU operations and capital projects as approved in the annual GRPU operations and capital budgets. There shall be internal and administrative control procedures to ensure the proper disbursements of funds. The GRPUC also authorizes the GRPU GM to enter into contracts and sign on behalf of the GRPUC as outlined in this policy.

1.3 OBJECTIVES

This policy has the following objectives:

- 1.3.1 Ensure that all purchases comply with applicable laws, in particular the Uniform Municipal Contracting Law, Minnesota State Statute Section 471.345.
- 1.3.2 Comply with Minnesota Public Purpose Doctrine.
- 1.3.3 Make the best possible use of rate-payer dollars by purchasing goods and services economically and promoting fair and open competition.
- 1.3.4 Provide clear and consistent guidelines for the GRPU employees to follow in making purchasing decisions without eliminating needed internal controls.
- 1.3.5 Is administratively consistent with other GRPU policies and procedures.
- 1.3.6 Maximizes the use of joint purchasing/cooperative purchasing agreements and disadvantaged business whenever possible.

2.0 POLICY

The GRPU GM shall establish internal procedures to ensure that the goods and services required by the GRPU are obtained in compliance with all legal requirements for public purpose expenditures while promoting fair and open competition to ensure public confidence in the procurement process, ensure fair and equitable treatment of vendors who transact business with the GRPU, and provide safeguards for the maintenance of a procurement system of quality and integrity.

The internal accounting and administrative procedures necessary to ensure proper disbursement of funds shall designate specific delegated procurement authorities for selected GRPU managers and employees, by position title, based on type of procurement, dollar value,

or other appropriate criteria.

Additionally, the procedures shall provide for complete and accurate records of all procurement demonstrating compliance with applicable legal and regulatory requirements, this Commission policy, and established management procedures.

Goods or services required that were not budgeted must be approved by the GRPU GM and depending on dollar amount and the rationale behind the non-budgeted good or service, also may require approval by the GRPUC.

The GRPU GM is responsible for informing the GRPUC, as soon as practical after discovery, of any material violations of this policy, Minnesota law, or the conditions of a Commission contract approval.

2.1 PROCUREMENT

The GRPU will use the following processes for procurement of all goods and services:

2.1.1 Micro Purchases

Procurements valued **under \$1,500** will be considered *Micro Purchases*, and may be made in the open market. Local purchases are encouraged. Purchase orders are recommended. No GRPUC prior approval required for purchases.

2.1.2 Small Purchases

Procurements valued **between \$1,500 and \$25,000** will be considered *Small Purchases* and shall be purchased by a minimum of two competitive written quotes. The GM may approve exceptions to this procedure for purchases in the open market under \$25,000. GM approval is required for solicitation of quotes of unbudgeted goods or services. Local purchases are encouraged. Purchase orders are required. Once selected, services require a standard short-form contract. The GM is authorized to sign all contracts up to \$25,000 and change orders on behalf of GRPUC and present the contract(s) and change orders for ratification at the next GRPUC meeting. No GRPUC prior approval required for purchases.

2.1.3 Mid-Range Purchases

Procurements valued **above \$25,000 and below \$175,000** (the competitive-bidding threshold), either singly or in aggregate, will be considered *Mid-Range Purchases* and shall be purchased either by a minimum of two competitive written quotes or the competitive-bidding process. Prior GM approval is required to solicit all quotes. If not in the approved budget then GRPUC approval is required to solicit quotes. Responses to the competitive-bidding or competitive quotes must be in writing. Purchase order are required. Once selected, services and some supplies, materials equipment, rental, construction, or repairs and maintenance require a standard long-form contract. The GRPUC will approve the contract. Change order(s) will be

required and approved by the GM and ratified by the GRPUC.

2.1.4 Major Purchases

Procurements valued at **\$175,000** and greater shall be considered *Major Purchases* and shall be purchased through the competitive bidding process by publicly soliciting bids or proposals in accordance with GRPU procurement procedures and as required by Minnesota Statutes 471.345. GRPUC approval is required to solicit bids. Procurements will not be split to avoid this policy. Purchase orders are required. Once a bid is awarded, a contract is required. GRPUC will approve contracts. Change order(s) will be required and approved by the GM and ratified by the GRPUC.

2.2 GRANTS

For purchases made using grant funded dollars/programs, additional procedures outlined in the Grant Funds policy must be followed.

2.3 PAYMENT

Payment details for all goods and services will be placed on the verified claims list and presented to the GRPUC for review and approval or ratification.

POLICY HISTORY:

Adopted: June 15, 2021

Revised:



**GRAND RAPIDS
PUBLIC UTILITIES**
Service is Our Nature

COMMISSION POLICY Personnel Policy

Category:

Administration

Subcategory:

Personnel

Policy Number:

2.1.010



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

PERSONNEL POLICIES

PUBLIC UTILITIES COMMISSION

GRAND RAPIDS, MN

Revised: January 11, 2022
Adopted: November 18, 2015
Effective: November 18, 2015

**PUBLIC UTILITIES COMMISSION
CITY OF GRAND RAPIDS
MINNESOTA
PERSONNEL POLICIES**

ADOPTED: 08-01-1989
REVISED: 08-14-1990
10-01-1991
06-06-1992
04-19-1993
04-11-1995
01-14-1997
07-17-2003
03-11-2009
07-17-2015
01-11-2022

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**PUBLIC UTILITIES COMMISSION
CITY OF GRAND RAPIDS
MINNESOTA
PERSONNEL POLICIES**

1.0 INTRODUCTION

1.1 PURPOSE

It is the purpose of these Personnel Policies to set forth certain policies relating to personnel administration for the City of Grand Rapids Public Utilities Commission (“Commission”) and to establish procedures, which may serve as a guide to administrative action concerning personnel activities and transactions.

It shall be the purpose of these Personnel Policies to ensure:

1. That each employee shall be encouraged to render his/her best Service to the Commission.
2. That all appointments and promotions to, and separations from, positions in the Commission will take into consideration merit and fitness.
3. That position classification and compensation plans shall be adopted which will conform with the principles of comparable compensation for comparable work.

1.2 ADOPTION

These Personnel Policies were adopted by the Commission on _____ . These policies replace all previous related personnel policies, ordinances, and past practices, whether written or oral.

The Commission may modify, amend, add to, vary from or delete any or all provisions of these Personnel Policies in the exclusive discretion of the Commission, with or without advance notice to employees. These policies do not create a contract between the Commission and employees, nor do they vest in any employee a right or benefit which cannot be changed or deleted by the Commission, in its exclusive discretion, at any time without notice to affected employees.

Copies of these Personnel Policies shall be distributed to Appointing Authorities and printed copies shall be prepared and made available to employees and for public inspection.

1.3 ADMINISTRATION

These Personnel Policies shall be administered by the Personnel Director designated by the Commission and accountable to the Commission.

The Personnel Director shall provide the necessary forms for reports of all personnel actions under these Personnel Policies. Such forms shall provide for supporting or otherwise pertinent information, as the Personnel Director shall deem necessary for the records of the Commission. Such forms or supplementary instructions to Department Managers shall explain which of the actions call for prior approval of the Personnel Director and/or Commission, which of them need accompanying information, and which of them need to be reported sufficiently in advance of effective dates for proper action.

1.4 SAVINGS CLAUSE

If any portion of these Personnel Policies are held invalid the remainder shall not be affected thereby.

1.5 DEPARTMENTAL RULES

Department Managers may establish departmental rules for the purpose of handling personnel matters peculiar to the department so long as departmental rules do not conflict with these Personnel Policies, and grievances with respect to such rules are subject to the procedures contained in these policies. Such departmental rules shall be approved by the General Manager prior to implementation.

1.6 EQUAL EMPLOYMENT OPPORTUNITY POLICY

This policy shall apply to all employees and applicants for employment, and shall include, but not be limited to, recruiting, selection, assignment, training, promotion, compensation, benefits, leaves of absence, discipline, layoff, and discharge. All personnel decisions will be based solely on job-related considerations. It shall be the responsibility of every Department Manager to cooperate in the implementation of this policy.

The Commission is committed to providing equal opportunity in employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, marital status, familial status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, age, genetic information, or any other classification protected under local, state or federal law. The Commission is also committed to prohibiting discrimination in employment on the basis of race, color, creed, religion, national origin, sex, marital status, familial status, status

with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, age, genetic information, or any other classification protected under local, state, or federal law.

Discrimination will not be tolerated. Similarly, retaliation against any employee who makes a report of discrimination or who participates in a discrimination investigation will not be tolerated. Any employee who engages in discrimination and/or retaliation will be subject to disciplinary action, up to and including termination of employment.

1.7 ACCOMMODATIONS POLICY

The Commission will provide reasonable accommodation of any employee's disability or religious beliefs, observances, or practices, so long as such accommodation would not impose an undue hardship. The Commission will also provide reasonable accommodations to an employee for health conditions related to pregnancy or childbirth. The Commission will engage in an interactive process with any employee who requests an accommodation.

The Commission will provide the following accommodations to any pregnant employee at her request: (1) more frequent restroom, food, and water breaks; (2) seating; and (3) limits on lifting over 20 pounds. With respect to other accommodations, the Commission may request certification from the pregnant employee's licensed health care provider or certified doula and may refuse to provide an accommodation that would impose an undue hardship on the operation of its business.

The Commission will not require any employee to take a leave of absence or to accept an accommodation. Any employee who requires any type of accommodation should contact the Personnel Director.

1.8 WAGE DISCLOSURE POLICY

Employees have the right to communicate about wage / salary, benefits, and other terms and conditions of employment. The Commission will not: (1) require non-disclosure by an employee of his or her wages as a condition of employment; (2) require an employee to sign a waiver or other document which purports to deny an employee the right to disclose the employee's wages; or (3) take any adverse employment action against an employee for disclosing the employee's own wages or discussing another employee's wages which have been disclosed voluntarily.

The Commission will not retaliate against any employee for asserting any rights or remedies with respect to the Minnesota Wage Disclosure Protection statute. Any employee may bring a civil action against the Commission for a

violation of the statute. Remedies may include reinstatement, back pay, restoration of lost service credit, and expungement of any adverse records.

1.9 JURISDICTION

These Personnel Policies shall be in effect for all Commission employees except for elected officials, members of the Commission and the Commission Attorney. These policies shall apply to Commission employees covered by collective bargaining agreements, except for those provisions of these Personnel Policies which are inconsistent with collective bargaining agreements, and as to those, the terms of the collective bargaining agreement shall control.

1.10 MANAGEMENT RIGHTS

The Commission retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions, policies, and programs; to set and amend budgets; to determine the utilization of manpower and technology; to establish and modify the organizational structure; to select, assign, direct, and determine the number of personnel and their classifications; to judge an employee's skill, ability, efficiency and qualifications; to establish work schedules; to hire, assign, transfer, promote, layoff, reprimand, suspend, discipline or discharge employees; to determine the Commission's mission and policies and to set forth all standards of service to be offered to the public; to introduce new or improved methods, equipment or facilities; to maintain the efficiency of employees, control and regulate the use of equipment and other property of the Commission; to close down or expand the operation or any part thereof and reduce, alter, combine, transfer, cease any department, operation or service; to determine the number, size, location and operation of facilities and divisions, groups and departments thereof; to make change and enforce rules, policies and practices not in conflict with other provisions of these Personnel Policies; to establish quality standards; to determine the services to be rendered, bought or sold, and to contract out for goods and services; and to perform any other managerial functions whether or not specifically identified in these policies.

1.11 DEFINITIONS

Unless otherwise indicated, the following words and terms wherever used in these Personnel Policies shall have the meaning indicated below:

APPOINTMENT – The selection and assignment by the Commission of a person to be an employee in a specified position.

APPOINTING AUTHORITY - The person or group of persons empowered by applicable law to make appointments.

CLASS – One or more positions sufficiently similar with respect to duties and responsibilities that the same descriptive title may be used to designate each position within that class. That the same general qualifications are needed for performance of duties of the class, that the same general test of fitness may be used to recruit employees, and that the same schedule of compensation may be applied.

CLASSIFICATION – The initial assignment of a position to a class.

DAY – A calendar day unless otherwise specified.

DEMOTION – A change of an employee's status from a position in one class to another class with a lower salary range.

DISMISSAL – Termination of employment.

EMERGENCY EMPLOYEE – A person who is appointed to perform certain duties when an emergency exists. Such appointment is limited to no more than 10 aggregate working days in any 12-month period for any single Department Manager.

EMPLOYEE – Any person holding a paid position subject to appointment, dismissal, promotion, or reduction by an appointing authority.

EMPLOYER – The Grand Rapids Public Utilities Commission. The Commission may delegate employer functions to the General Manager who may in turn delegate employer functions to Department Managers.

EXEMPT EMPLOYEE – An executive, administrative, or professional employee who is exempt from the provisions of the Fair Labor Standards Act for overtime compensation and minimum wages.

FULL-TIME EMPLOYEE – An employee who is normally scheduled to work 40 or more hours per week.

INTERN – An individual in a training program who has no status as an employee.

LAYOFF – The temporary or permanent termination of employment because of abolishment of a position, lack of funds, shortage of work, or other reasons beyond the control of the employee.

LEAVE OF ABSENCE – Certain types of approved time off from work, with or without pay, as identified in these Personnel Policies.

MILITARY LEAVE – The leave of absence granted by State law or Federal law for employees who are called to service in the Armed Forces of the United States.

NON-EXEMPT EMPLOYEE – An employee who is covered (not exempted) by the provisions of the Fair Labor Standards Act for overtime compensation and minimum wages.

OVERTIME – All hours worked in excess of forty (40) hours per week.

PART-TIME EMPLOYEE – An employee who is normally scheduled to work less than 40 hours per week.

PERSONNEL DIRECTOR – The General Manager, designated by the Commission to act as Personnel Director. Specific references to his/her duties and tasks are not meant to preclude appropriate delegation of such to assistants, consultants or Department Managers.

POSITION – A group of current duties and responsibilities assigned or delegated by the General Manager requiring full-time or part-time employment of one person.

PREMIUM PAY – A periodic, temporary adjustment to an employee's rate of pay at one and one-half times their straight time hourly wage; generally applies for eligible overtime and holiday hours worked.

PROBATIONARY EMPLOYEE – An employee who has not yet successfully completed a probationary period.

PROMOTION – A change of an employee's status from a position in one class to a position in another class with a higher salary range.

RECLASSIFICATION – A re-assignment or change in classification of an individual position resulting from significant changes in the duties and responsibilities of the position.

REGULAR EMPLOYEE – An employee who has successfully completed a probationary period. Designation as a regular employee does not mean that an employee is guaranteed a job or a set amount of hours of work.

RETIRED EMPLOYEES – An employee who leaves utility employment and who is eligible for and immediately begins to receive benefits under the Public Employees Retirement Act (PERA).

TEMPORARY EMPLOYEE – An employee who has been appointed to a position with a specified ending date or for an indeterminate period but for the

purpose of addressing a special need, participating in a special project, or filling in for a leave of absence of indefinite duration.

TRANSFER – A change by an employee from one position to another position of the same class or to another class of the same salary range.

UTILITY – All departments and employees coming under the jurisdiction of the Commission.

2.0 RECRUITMENT AND SELECTION

2.1 AUTHORIZATION AND RESPONSIBILITY

With some exceptions, the following policies are applicable to the recruitment and selection of all Commission employees. However, several categories of appointments may be made without strict adherence to these policies at the discretion of the Personnel Director or Commission or in accordance with departmental rules approved by the Commission as more specifically provided hereafter.

All new positions must be approved by the Commission prior to any internal or external advertising for applicants. A written proposal, reviewed by the Personnel Director, is required before authorization will be granted by the Commission. Position Justification and Cost Forms are available from the Personnel Director. The Commission must also authorize the filling of a vacancy prior to any internal or external advertising.

Throughout the recruitment and selection process, the Department Manager and Personnel Director shall work together to assign tasks, review information and make decisions. The Personnel Director shall provide guidance and assistance to assure that an appropriate process is used. He or she shall also assure that the results of each step are properly documented.

2.2 ANNOUNCEMENTS AND APPLICATIONS

2.2.1 ANNOUNCEMENTS

The Personnel Director shall be responsible for advertising the position vacancy. Department Managers shall provide any information necessary to facilitate the filling of the position. After receiving the information, the Personnel Director shall first review the layoff list for qualified persons. In addition, such persons must be considered by the Department Manager prior to advertisement as per Section 5.7. Internal announcements of a vacancy shall be posted for five (5) working days in any department where employees are working who may be eligible for the position. Interested employees must submit an application during this notice period. The Personnel Director shall attempt to notify potentially qualified employees who may be on paid or unpaid leave of absence throughout the posting period. Such internal advertising may be done prior to, in lieu of, or in conjunction with external advertising at the discretion of the Personnel Director.

After the Personnel Director and/or the Department Manager has reviewed the layoff list, the Personnel Director may place an ad in a local newspaper which shall appear at least twice with the closing date for applications no sooner than 10 days after the first ad appears, and such other places of

advertising as the Personnel Director determines appropriate or the Commission directs. The position opening may be posted internally and also listed with the Minnesota Department of Employment and Economic Development.

For each advertised vacancy, a brief written summary of the duties, required abilities and qualifications, hours, salary range, and application deadline shall be prepared. The summary shall be provided to all persons requesting application forms or expressing interest in the position. In addition, a "Tennessee Warning" shall be included as per Section 7 of these policies.

2.2.2 APPLICATIONS

Only the Personnel Office is authorized to hand out and receive job application forms for the Commission. This is to ensure that only up-to-date forms are used; that interested persons receive other materials that may be handed out with the form, and that applications are received on time.

Any current Commission employee may apply for an opening without jeopardizing his or her present position.

2.3 SCREENING, TESTING, RANKING AND INTERVIEWING

2.3.1 SCREENING

Applications shall be screened to insure completeness and that applicants have the minimum qualifications of experience and education.

2.3.2 TESTING

When appropriate and feasible, the Personnel Office may administer or arrange for another person or agency to administer written and/or physical tests for potentially qualified applicants. Such tests will measure skills, abilities, and/or knowledge needed for the position.

2.3.3 RANKING

Applicants will be ranked for further consideration using a 100-point scale based on test results and ratings of experience and education. Appropriate points will also be credited as required pursuant to the Minnesota Veterans' Preference Act. A determination shall be made as to how many applicants, considered in rank order, shall be interviewed. The determination shall be made as to provide equal opportunity to applicants with similar qualifications and lead to the selection of the best qualified person.

2.3.4 INTERVIEWING

Interviews shall be conducted by a team consisting of the General Manager, the Department Manager, a Commission member (at the option of the Commission) and any other person the General Manager and Commission agree to make up the team. A list of interview questions shall be prepared and/or reviewed by the Personnel Director and used consistently for each candidate. A major objective of the interview process shall be to obtain additional information on each applicant's skills, abilities, and overall fit within the department.

2.4 SELECTION AND NOTIFICATION

After candidates have been interviewed, the Personnel Director or the Department Manager shall check personal references and previous employers of all the finalists being considered for a position. Such investigations shall be made to confirm and collect information relevant to the performance of the job duties, and to determine the honesty, integrity, dependability, etc. of the candidate.

The Interview Committee shall determine a final ranking, select the best qualified candidate and provide a written summary to the Personnel Director of the basis for the final decision.

The Personnel Director shall present to the Commission the results of the recruitment and selection process at the next Commission meeting.

The appointment shall not be considered final until confirmed by the Commission.

The Personnel Director shall provide the selected candidate with a starting date, salary and any other condition, agreements, or information relevant to the appointment. The new employee shall also receive a copy of these Personnel Policies and complete the New Employee Orientation Process.

Upon acceptance of the appointment by the selected candidate, the Personnel Director shall notify the other applicants in writing that the position has been filled and that they may re-apply for future openings.

2.5 RETENTION OF APPLICATIONS

Applications and test results will be kept on file for at least one year. If the position is re-opened during the probationary period, or if another opening in the same classification is to be filled, the Department Manager, in consultation with the Personnel Director, may elect to reconsider the same list of candidates without re-advertising the position.

Any person who has a current application (less than one year old) on file with the Personnel Office may request in writing to be considered for any position which is being advertised as open. Such request must be made on or before the closing date for that position. At the request of the applicant, any previous training and experience rating and/or test results may be considered in the screening and ranking process in lieu of updating.

2.6 PHYSICAL AND MENTAL HEALTH EXAMINATIONS

The selected candidate for a position may be required to undergo an appropriate physical examination, which may include a medical history, at the Commission's expense and by a physician or agency approved by the Personnel Director. Such examination may be required provided:

1. An offer of employment has been made on the condition that the person meets the physical and mental requirements of the job, and
2. The examination tests only for essential job-related abilities, and
3. The examination, unless undertaken pursuant to the Minnesota Workers' Compensation Act, is required of all persons conditionally offered employment for the same position regardless of disability.

Any information obtained regarding the medical condition or history of a candidate will be collected and maintained on separate forms and in separate medical files and be treated as a confidential medical record.

2.7 EMPLOYMENT OF RELATIVES

The employment of relatives of employees is permitted by the Commission, as long as qualifications for the position are met and, in the opinion of the Commission, a conflict of interest will not be created. Employees will normally not be assigned to work in positions where relatives will make or may influence decisions affecting work assignments, responsibilities, salary, promotion, or other career matters. A Department Manager seeking to hire, transfer or promote a relative must obtain prior written approval from the General Manager.

Any situation that implicates this policy will be reviewed by the Commission. In considering the employment of relatives, care will be taken to avoid age-based, sex-based, or other unintended discriminatory effects. For example, where a conflicting relationship is established, it is not to be presumed that the youngest of the two persons or (if one is female) that the woman would be the one whose job is to be altered, or whose employment or promotion is to be modified or denied.

“Relatives” include spouse, parent, parent-in-law, child, grandparent, grandchild, or an individual with whom an employee has a personal domestic partner relationship.

3.0 APPOINTMENTS

A distinction is made between appointment to a specified position and appointment to service with the Commission. For example, probation and permanent status are associated with appointments to specified positions. Accumulation of benefits such as paid time off and pensions are based on service with the Commission and are not lost due to changes in position.

3.1 TYPES OF APPOINTMENTS

All new appointments to positions shall be considered probationary as described in Section 3.3. In addition, each appointment may be further described as full-time, part-time or temporary.

3.1.1 FULL-TIME AND PART-TIME

A full-time position is one that normally requires 40 hours per week. A part-time position is one that normally requires less than 40 hours per week on an annual basis.

3.1.2 HIRING OF TEMPORARY POSITIONS

If the specific temporary positions and funding have been approved through the budget process, the Department Manager and Personnel Director may effect the hiring. The hiring will comply with the following Personnel Policy sections:

- Section 2.2.1 ANNOUNCEMENTS
- Section 2.2.2 APPLICATIONS
- Section 2.3.1 SCREENING
- Section 2.3.2 TESTING
- Section 2.3.3 RANKING
- Section 2.5 RETENTION OF APPLICATIONS

No further approval of the Commission is required for these positions. An employee appointed to a temporary appointment may be transferred, laid off or discharged without prior notice and without right of appeal.

3.1.3 EMERGENCY

A Department Manager, with the approval of the General Manager, may make an emergency appointment to meet unique and immediate needs, appointing any person he or she considers qualified. Such appointment is limited to no more than 10 aggregate working days in any 12-month period. An employee appointed to an emergency appointment may be transferred, laid off or discharged without prior notice and without right of appeal.

3.2 PAYROLL NOTIFICATION

The Personnel Department shall notify the Payroll Department of all new appointments and changes in appointments. Such notification will specify the type of appointment and the salary arrangements. The Payroll Department shall not pay any new salaries or wages to new or existing employees without such notification from the Personnel Department.

3.3 PROBATION

All newly appointed full-time and part-time employees shall be designated as “probationary” and must successfully complete a probationary period of service in that position. The probationary period shall be up to 1040 working hours or 12 months, whichever occurs first, such hours to include hours actually worked, excluding paid and unpaid leaves. A probationary employee is subject to personnel action (i.e., transfer, layoff, dismissal, etc.) without prior notice and without right to appeal. Prior to any such actions, the Appointing Authority shall consult with the Personnel Director. The employee shall be notified in writing of any such actions.

Probationary employees may use accrued paid time off (PTO) as per Section 8.8, but must repay the Commission for any such days used if their employment is terminated prior to successful completion of their probationary period. Probationary employees shall receive holiday and funeral leave as per Sections 8.7 and 8.9.4 and need not repay these if terminated.

Probationary employees shall be reviewed by the Department Manager during the probationary period. At least 21 calendar days prior to the expected completion of a probationary period, the Personnel Director shall request from the Department Manager a written performance evaluation and notification as to whether or not the employee shall be considered to have successfully completed the probationary period. If the Department Manager is not satisfied that the employee has demonstrated the necessary ability, skills, and interest to perform the duties of the position adequately, then the probationary employee shall be terminated. If deemed appropriate, the Department Manager may recommend an extension of the probationary period not to exceed 1040 working hours. Such recommendations must be approved by the Personnel Director and the employee shall be notified in writing of the reasons for the extension.

The Personnel Director shall notify the employee of the results of the probationary evaluation and place a copy of the notification in the employee’s personnel file.

3.4 REGULAR STATUS

Upon successful completion of the probationary period, an employee is granted “regular status” in that position. Attainment of regular status means that an employee has certain rights with respect to grievances, discipline, dismissal, due process, etc., as well as benefits for paid time off and other leaves of absence. These are described throughout these policies. Regular status does not mean that an employee is guaranteed a job or a set amount of hours of work. Regular employees are subject to layoff, dismissal, promotion, demotion, and transfer.

4.0 HOURS OF WORK

4.1 WORK SCHEDULES

The normal workweek shall be 40 hours, measured from Sunday through the following Saturday. The normal workday shall be 8 working hours, with normal work hours for most office positions from 8:00 a.m. to 5:00 p.m., Monday through Friday. Some office positions and many field positions may have different schedules as set by the Department Manager and approved by the General Manager. This section shall not be construed as a guarantee that employees will be scheduled to work the normal workday or normal workweek on a regular or permanent basis. Employees will receive advance notice of changes in the work schedule when reasonably practical.

4.2 BREAKS

Lunch breaks shall be unpaid. The lunch break may not be used to perform any work duties. Employees shall receive one (1) paid fifteen (15) minute rest period for each four (4) hours of scheduled work. Rest periods shall be calculated from the time normal work stops to the time normal work resumes. Department Managers and Supervisors should discourage leaving the work site for rest periods. Lunch breaks and rest periods are to be scheduled with Department Manager and/or Supervisor approval.

When employees are working an uninterrupted eight (8) hour shift, their lunch and rest breaks shall not exceed thirty (30) minutes in total.

Except for occasional, unusual circumstances approved by the Department Manager and/or Supervisor, employees shall not work through their breaks in order to shorten their workday. In some cases employees may be requested to be at their work site during their normal lunch break and, in such cases, arrangements will be made to reschedule the lunch break or compensate the employees accordingly.

Any employee who needs to express breast milk for her infant will receive reasonable unpaid break time each day to do so. The break time must, if possible, run concurrently with other break time. The Commission will make reasonable efforts to provide a room or other location, in close proximity to the work area, other than a bathroom or a toilet stall, that is shielded from view and free from intrusion from co-workers and the public and that includes access to an electrical outlet, where an employee can express breast milk in privacy. The Commission will not retaliate against any employee for asserting any rights or remedies with respect to the Minnesota Nursing Mothers statute.

4.3 ATTENDANCE AND RECORD KEEPING

Regular and punctual attendance at work shall be required of all employees. Each Department Manager shall be responsible to monitor the punctual attendance of all employees under his / her supervision. Department Managers shall submit to the Personnel Director, on a weekly basis, attendance records for all non-exempt employees. All attendance records shall set forth all hours worked on a daily basis, as well as paid time off work, and include the signature of the employee. Such records are to be on forms provided or approved by the Personnel Director, and signed by the Department Manager.

Certain groups of employees are required to record the time worked using a time clock and time card. The following procedures shall be adhered to in the use of time clocks and time cards:

1. The employee's first and last name shall be entered by the employee on the time card.
2. The pay period starting and ending date for the pay week will be entered on each side of the time card. Pay weeks are from Sunday to Saturday.
3. "Written in" times are not allowed unless initialed by the Department Manager.
4. No employee shall punch in or out for another employee.
5. If for some reason the time clocks are not recording the proper information, the employee shall notify his/her Department Manager.

4.4 OVERTIME

4.4.1 NON-EXEMPT EMPLOYEES

4.4.1.1 TIME AND A HALF

Non-exempt employees shall be entitled to additional compensation for hours worked in excess of 40 hours in a workweek or 8 hours in a day. Compensation shall be at one and one half times the regular hourly rate, subject to the criteria listed below in Section 4.4.1.2. Overtime earnings will be paid during the normal payroll period. There shall be no pyramiding of daily or weekly overtime.

4.4.1.2 CALCULATION

The following shall not be included in the calculation of hours worked in excess of 40 hours in one week for purposes of determining eligibility for overtime pay.

- Unpaid leaves of absence
- Lunch breaks

The payroll office will calculate the amount of time worked based on approved attendance records submitted as per Section 4.3 of these policies. Calculations for hours worked will be rounded to the nearest tenth of an hour (1/10) hour, i.e. six minutes.

4.4.1.3 AUTHORIZATION

Employees shall be expected to work overtime when requested. The employee's Department Manager or Supervisor must authorize overtime work prior to the employee performing it. Should an employee work overtime without authorization, he/she will be subject to discipline.

4.4.2 EXEMPT EMPLOYEES

Department Managers and other employees who are exempted from the provisions of the Fair Labor Standards Act (i.e., executive, administrative, professional) shall not be eligible to receive additional and/or premium pay as compensation for overtime hours worked. Such employees are expected to manage their work and balance their schedules as necessary to get their jobs done.

4.5 SEVERE WEATHER

Based on consultation with the City Administrator, and/or other appropriate public officials, the General Manager shall be responsible for closing Commission Offices to the public due to severe weather. In such cases, employees normally scheduled to work shall be excused with pay. On those occasions when an employee is unable to come to work or must miss part of a day due to weather conditions and Commission offices remain open, the employee must deduct it from accrued paid time off. Any deductions from accrued paid time off (or, if none, from salary) for exempt employees must be approved by the Personnel Director. Employees who are required to come to work when the offices have been closed to the public shall be credited with time worked at straight time rates. If Commission offices are closed to the public, it will be announced over the local radio stations.

4.6 ABSENCE WITHOUT LEAVE

Any absence of an employee from scheduled duty that is not promptly reported to, and authorized by, his/her Department Manager shall be deemed an absence without leave for which compensation shall not be paid by the Commission. Authorization for such absences may be granted retroactively at the discretion of the Personnel Director in unusual circumstances. An employee who: fails a) to get proper authorization for a leave or b) to give notice to the employer prior to the start of his/her scheduled work day or c) fails to return from an authorized paid or unpaid leave of absence shall typically be considered to be absent without leave.

5.0 CHANGE OF EMPLOYMENT STATUS

5.1 PROMOTIONS

Employees may be promoted to vacant positions following a competitive process as per Chapter 2 of these policies. Such employees shall serve a probationary period of evaluation with respect to that position of ninety (90) working days. At any time during the probationary period, employees may be returned to their old position at the discretion of the Department Manager in consultation with the Personnel Director. During the first fifteen (15) working days of the promotional appointment, the employee may voluntarily elect to return to the employee's prior position. An employee promoted to a new position having a higher salary range than for the employee's current position shall advance to the nearest higher salary rate in the salary range for the new position.

5.2 TRANSFERS

Employees may voluntarily apply and compete for a transfer to a posted vacant position as per the procedures of Chapter 2. Such employees shall serve a probationary period of evaluation of up to ninety (90) working days and, at any time during the probationary period, may be returned to their old position at the discretion of the Department Manager in consultation with the Personnel Director.

A Department Manager may transfer an employee from one position to another within the same department, same class, and salary range. The Department Manager shall notify the Personnel Director and submit a revised job description.

A transfer of an employee from a position in one department to a position in another department having the same class and salary range may be made without posting if deemed to be in the best interest of the Commission. Such transfers shall be made only with the consent of the Department Managers involved and the Personnel Director, and after consultation with the employee concerned.

An employee transferred to a new position having the same salary range as for the employee's current position shall not receive a salary increase.

5.3 DEMOTIONS

Demotions shall mean the assignment of an employee to a lower class position as a result of a transfer to a different position or the transfer or deletion of certain duties. Transfer to a position may be voluntary and competitive as per the procedures of Chapter 2, or made when deemed to be

in the best interest of the Commission. The latter shall be made only with the consent of the Personnel Director.

The transfer or deletion of duties resulting or potentially resulting in a demotion may be made for disciplinary reasons or due to factors outside of the employee's control. Such changes in duties and the reasons for these shall be discussed with the employee as part of a performance review, using a form approved by the Personnel Director. The Personnel Director shall review the information, collect any additional information that he/she deems necessary, and determine whether or not a reclassification is required. The Department Manager and employee shall be notified of any proposed changes in classification.

A demoted employee shall receive his/her current salary rate or the maximum assigned to the new position, whichever is lower. A demoted employee shall serve a probationary period of ninety (90) working days.

5.4 RESIGNATION

5.4.1 PROPER NOTICE FOR RESIGNATION

Any employee wishing to leave the Commission service in good standing shall file with his/her Department Manager and the Personnel Director a written notice stating the effective date and the reason for the resignation. An exit interview with the Personnel Director may be conducted at the discretion of the Personnel Director or at the request of the employee. To resign in good standing, the employee shall give notice at least 14 calendar days before leaving, except that Department Heads shall provide at least 30 calendar days notice. Accrued paid time off may not be used during the minimum notice period. The Personnel Director and/or appointing authority may agree to a shorter notice period in unusual circumstances.

5.4.2 RESIGNATION NOT IN GOOD STANDING

At the discretion of the appointing authority, the following may be considered as resignations not in good standing:

- Absence without leave (assuming authorization for such absence is not granted retroactively) (Section 4.6)
- Resignation without proper notice. (Section 5.4.1)
- Resignation while under investigation for disciplinary actions. (Section 9.3)

5.5 DISMISSAL

Regular, non-probationary employees may be dismissed for unsatisfactory performance or misconduct. Probationary, temporary, and emergency employees may be dismissed from Commission service without prior notice and without right to appeal.

5.6 RETIREMENT

Employees may voluntarily retire as set forth in the Public Employee's Retirement Association Law. To retire in good standing an employee must give proper notice as per Section 5.4.1.

5.7 LAYOFF

5.7.1 CRITERIA AND PROCEDURE

Employees may be terminated or permanently laid off from work due to abolishment of their position, lack of funds, shortage of work, or other reason beyond the control of the employee. Decisions to lay off personnel shall be made by the Commission after consultation with the affected Department Manager and the Personnel Director. Employees, including temporary and probationary employees, shall be given advance notice of layoff where reasonably practicable.

In the event that layoffs will lead to or result from a reorganization of duties and functions within a department, the Department Manager shall develop a proposal for the numbers, types, duties and classifications of positions that will allow the department to function as efficiently and effectively as possible. The resulting positions shall be filled by the most qualified non-probationary employees within the department based on job-related factors such as experience, education, and demonstrated ability to perform the new set of duties assigned. Such proposals shall be reviewed by the Personnel Director and discussed with the affected employees prior to presentation to the Commission for approval.

If the Commission determines that layoffs are necessary in particular classifications, employees will be laid off in classification in the following order:

- Casual employees; seasonal employees; and temporary employees
- Part-time employees
- Full-time probationary employees, and

- In the event of further reduction in force employees will be laid off from the affected classification based on a review of their experience, skill, ability, and qualifications to do the work without further training. Where these are relatively equal, the employee(s) with the least seniority will be laid off first.

Employees about to be laid off shall not have the right to bump employees in other positions within the same or another department. However, the Commission, at its discretion, may choose to transfer an employee about to be laid off to another classification previously held by that employee and now filled by a less senior employee.

5.7.2 REINSTATEMENT

The Personnel Department shall maintain a list of regular Commission employees on layoff status. Such employees shall be considered eligible for reinstatement for 12 months following layoff, or for a length of time equal to their length of service with the Commission, whichever is less.

A laid-off regular employee must be considered for noncompetitive appointment to an open position for which the employee is qualified. The employee may be tested as appropriate to determine qualifications. If qualified, the appointment shall be made unless the appointing authority can demonstrate that such action would have significant adverse impacts on departmental operations.

5.8 BENEFITS AT TERMINATION

Upon termination in good standing an employee shall be eligible to receive compensation for accrued, unused paid time off, calculated at his/her current regular rate of pay. Employees may also have certain rights to continue and/or convert insurance coverage provided by the Commission. Specific information may be obtained from the Personnel Department.

Full-time employees who are terminated due to position termination shall receive up to \$2,000.00 of outplacement services subject to General Manager approval. The Commission will continue its contribution toward health and dental insurance benefits not to exceed six months. If the employee obtains other employment during the six-month period and is eligible to receive health and/or dental benefits from that employer, the Utilities' health and/or dental benefit will cease. It is incumbent upon the displaced employee to immediately notify the Personnel Director of his/her employment. Failure to do so will make the terminated employee liable for the funds expended inappropriately by the Commission.

5.9 COMMISSION NOTIFICATION

The Commission shall be notified of proposed changes in an employee's status due to promotion, transfer, demotion, resignation, dismissal, retirement and layoff. Commission approval of such changes shall not be required.

6.0 SALARY ADMINISTRATION

6.1 JOB DESCRIPTIONS AND CLASSIFICATIONS

The Personnel Director shall develop and maintain a Job Classification Plan that assigns all permanent positions covered by these policies to job classes based on responsibility, skill, effort, working conditions and other relevant criteria. Positions substantially similar with respect to duties, responsibilities, authority and character of work shall be assigned to the same class so that the same schedules of compensation may be made to apply with equity under like working conditions to all positions in the same class. The Plan shall include written procedures for allocation of new positions and reallocating existing positions to classes, and procedures for updating and revising the plan. The Plan shall also include the salary ranges assigned to each classification.

6.2 PERFORMANCE EVALUATIONS

All Employees shall be reviewed at least annually by their Supervisor or Department Manager, and may be reviewed more frequently, at the discretion of their Supervisor or Department Manager. Department Managers shall be evaluated by the General Manager. Each annual review shall be completed on a form approved or provided by the Personnel Director. The completed review form shall be discussed with the employee, signed by both parties, and returned to the Personnel Department. The reviews shall be placed in the employee's personnel file and a copy shall be furnished to the employee.

Performance evaluations shall not be appealable. An employee who disagrees with an appraisal may respond in writing. The appraisal and response shall be reviewed by the Personnel Director who may act as a mediator, if it appears the appraisal merits reconsideration. If efforts toward reaching agreement are unsuccessful, no further action may be taken. The employee's response shall be filed with the evaluation.

6.3 SALARY INCREASES

Employees may receive salary increases as a result of adjustments to salary schedules and/or merit step increases. Adjustments to salary schedules are generally made on January 1st and are based on such factors as changes in the cost-of-living, labor markets, recruiting experience, financial condition of the Commission, reclassification studies, etc. Merit increases within a salary range are awarded based on individual employee performance and length of service. Merit increases are not automatic and may be denied based on the evaluation of performance by the Department Manager. Salary increases may also be awarded as a result of promotions or reclassifications to higher job classes. All changes, not previously authorized in salaries require the

approval of the Commission and proper notification from the Personnel Department to the Payroll Department prior to implementation.

6.4 EMPLOYEE INPUT

Prior to the Commission's annual meeting at which new salary schedules are adopted, the General Manager will meet with representatives of various nonunion employee groups to solicit their input into the decision. The discussions may address such factors as changes in the cost-of-living, labor markets, reclassification studies, as well as comment on the overall design of the Commission's Job Classification Plan referred in Section 6.1 of these policies.

6.5 ANNIVERSARY DATES

An employee's annual anniversary date is important for tracking length of service, change dates for rates of accrual of paid time off, and eligibility for merit step salary increases. For full-time employees, the annual anniversary date will be the same as their date of hire (except for possible shifts due to unpaid leaves of absence, layoffs, etc.). For part-time employees, the next anniversary date will occur 2080 working hours (including paid leaves of absence) after the previous anniversary date.

6.6 PAYCHECKS

Paychecks are distributed to employees on Thursdays, at the end of the normal work schedule, unless the employee has made arrangements for direct deposit or mailing of the paycheck.

6.7 TRAVEL TIME

For non-exempt employees, travel time to and from meetings, seminars, conferences, etc. required by the Commission shall be counted as hours worked for purposes of calculating overtime hours. Time spent in attendance at such meetings, etc. shall also be considered time worked. Where the employee is traveling from the employee's home, normal home to work commute time is excluded. Also, time for meals is excluded from paid work time.

6.8 EXPENSE REIMBURSEMENT

The Commission shall reimburse employees for reasonable expenses incurred in the performance of their duties as authorized in the department budgets or on a case-by-case basis. Reimbursement amounts shall be as shown in Appendix A. Employees shall make every effort to find adequate lodging at reasonable expense. Employees may receive advancements on

expenses prior to a trip with Department Manager approval according to verified claim policy. Such advancements shall be supplemented or refunded within one (1) week after the trip based on the above reimbursement schedule. Reimbursement claims are to be submitted within one (1) week of returning from the trip.

6.9 SALARY DEDUCTIONS

Exempt employees receive a salary intended as compensation for all hours worked. An exempt employee's salary is established at the time of hire or when an employee becomes classified as an exempt employee. While an exempt employee's salary is subject to review and modification from time to time, such as during a performance evaluation, the salary is a predetermined amount of compensation that is not subject to deductions for variations in the quality or quantity of work performed or for absences occasioned by or by the operating requirements of the Commission. Subject to the exceptions listed below, an exempt employee must receive his / her full salary for any workweek in which he / she performs any work, regardless of the number of days or hours worked.

Absent contrary state law requirements, deductions from an exempt employee's salary are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Also, an employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act (FMLA). In these circumstances, either partial day or full day deductions may be made.

It is our policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA). Therefore, we prohibit all supervisors from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the Commission does not allow deductions that violate the FLSA.

Any exempt employee who believes he / she has been subject to an improper deduction or whose pay does not accurately reflect the hours worked, should immediately report the matter to the Payroll Department. If the Payroll Department is unavailable or if the employee has not received a prompt and

satisfactory response from the Payroll Department, he / she should report the matter to the Personnel Director.

Exempt employees will be reimbursed for any improper deduction. Every report of an improper deduction will be promptly investigated. The Commission will not allow retaliation against any employee who reports an improper deduction or who cooperates in the Commission's investigation of such reports.

7.0 PERSONNEL RECORDS AND DATA PRIVACY

7.1 RESPONSIBILITY FOR RECORDS

The Personnel Director is responsible for assuring compliance with data privacy requirements for personnel data, and shall maintain a personnel file on each employee covered by these policies. All requests for personnel data shall be referred to the Personnel Director.

7.2 TYPES OF DATA

PUBLIC DATA: Data about a person which must be shown to the person, if he/she wishes and which are open to the public.

PRIVATE DATA: Data about a person which must be shown to that person upon request, but are not available to others without his/her permission or as otherwise specifically authorized by law.

PERSONNEL DATA: Refers to data on individuals collected because the individual is or was an employee of, an applicant for employment by, performs services on a voluntary basis for, or acts as an independent contractor with the Commission or is a member of an advisory board or commission.

SUMMARY DATA: Data about a person used to develop statistical records and reports are considered public information, provided they do not identify the person in any way.

7.3 PUBLIC PERSONNEL DATA

The following personnel data are some of the data that are classified as public:

1. name;
2. employee identification number, which must not be the employee's Social Security number;
3. gross salary;
4. salary range;
5. terms and conditions of employment;
6. gross pension;
7. contract fee;
8. the value and nature of employer-paid fringe benefits;
9. the basis for and the amount of any added remuneration, including expense reimbursements;
10. job title and bargaining unit;
11. job description;
12. education and training background;

13. previous work experience;
14. dates of employment (first and last);
15. existence and status of complaints or charges against employee;
16. the final disposition of any disciplinary action, together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees at the Commission;
17. work location;
18. work telephone number;
19. badge number;
20. work-related continuing education;
21. honors and awards received by the employee; and
22. payroll time sheets, and other comparable data that are only used to account for employees' work time for payroll purposes, except to the extent that release of time sheet data would reveal the employees' reasons for the use of sick or other medical leave or other not public data.

Personnel data on applicants: the following personnel data are also classified as public:

1. veteran status;
2. test scores;
3. rank on eligible list;
4. job history;
5. education and training;
6. work availability; and
7. name – considered private data except when certified as eligible for appointment to a vacancy or considered a “finalist” (selected to be interviewed by the Appointing Authority prior to selection).

All employees, including Department Managers, should check with the Personnel Director before releasing any personnel data, including the public data listed above. Amendments to the Minnesota Government Data Practices Act may change the status of data, and thus it is important to check with the Personnel Director to assure that the above list is up to date.

7.4 OTHER PERSONNEL DATA

Personnel data is generally private or confidential with the exception of certain public data such as the examples listed in the preceding section. All requests for access to personnel data should be directed to the Personnel Director who will determine whether the data is public or protected private or confidential data.

No employee may disclose the home address, telephone number, or personal information about another employee to any third party without prior consent of the affected employee and authorization from the Personnel Director.

7.5 GENERAL CONTENTS OF PERSONNEL FILES

The following information shall routinely be included in an employee's Personnel File:

1. Data collected for administration purposes such as job applications, reference letters supplied by the employee, and resumes.
2. Documentation of personnel actions or activities such as salary/wage changes, job classifications, performance reviews, termination notices, disciplinary actions, and commendations.
3. Official written correspondence to an employee.
4. Written correspondence from an employee.
5. Documentation of employment status, authorization for deduction or withholding of pay, fringe benefit information, leave records, and attendance records.

Note: Medical records, medical reports, information pertaining to the use of sick leave or medical leave, and other information revealing an employee's medical condition shall be separately maintained and accessed by the Personnel Director or designee on a need-to-know basis only.

If an employee has been shown his/her personnel file and been informed of the meaning of documents therein, the data need not be shown to the employee for six months thereafter, unless a dispute or legal action is pending or additional data has been entered in the file.

Employees may not be specifically notified each time data are routinely entered into their personnel files. Employees may request to view and receive copies of information in their file. Employees may be charged for the actual costs of making, certifying, and compiling the copies.

8.0 BENEFITS

The benefits described in this section may not be extended to bargaining unit employees unless required by law and/or specifically required by the collective bargaining agreement between the Commission and the bargaining unit. The Commission reserves the right to change the types of benefits, or change insurance carriers, deductibles, premiums, or any other feature of any benefits, including but not limited to eligibility for benefits, at any time, in its sole and complete discretion. Such changes may or may not be applicable to bargaining unit employees.

Appendix A to these Policies shows specific dollars and/or schedules associated with various benefits that may change on a periodic basis. Employees should check with the Personnel Director if they are not sure of the most current version of Appendix A.

8.0.1 BENEFIT ELIGIBILITY

To be eligible for any accrued benefits; i.e., paid time off (PTO), health and welfare, holidays and other paid leave time, the employee must work, receive pay for, or receive workers' compensation wage replacement benefits for sixty-five (65) hours in any one month, except that eligibility for an employee on workers' compensation shall be limited in accordance with the following: An employee on workers' compensation benefits will continue to accrue benefits while the employee is temporarily totally and/or temporarily partially disabled as warranted by the facts and defined by the Minnesota Workers' Compensation Statute. However, benefit eligibility under this Section will be discontinued when any one or more of the following events occur:

1. The employee's disability, as defined by the Minnesota Workers' Compensation Statute, ceases;
2. The employee accepts and begins a job with another employer;
3. In cases of temporary total disability benefits, 90 days after service of maximum medical improvement pursuant to Minn. Stat. Sec. 176.101, subd. 3e;
4. The earlier of the following:
 - a. One calendar year after the employee asserts a claim for permanent total disability benefits as defined by the Minnesota Workers' Compensation Statute or a claim for Social Security Disability Benefits;

- b. One calendar year after a medical practitioner renders an opinion that the employee is permanently precluded from sustained, gainful employment; and/or
 - c. The date the employee is determined eligible for Social Security Disability Income, PERA disability, or the date the employee is adjudicated as or stipulated to be permanently and totally disabled as defined by the Minnesota Workers' Compensation Statute;
- 5. The employee retires;
 - 6. The employee enters into a full, final, and complete settlement of any and all claims the employee has for workers' compensation benefits (with or without a closeout of future medical expenses related to the injury).

8.1 EXPENSE REIMBURSEMENT

8.1.1 RELOCATION AND MOVING EXPENSES

When a position vacancy has been actively advertised outside of the local Commission area in addition to the normal announcement procedure described in Section 2.2.1, the Appointing Authority, subject to approval of the Personnel Director, may authorize reimbursement of travel expenses for interviews. The Commission may authorize reimbursement for all or a portion of relocation and moving expenses for a candidate selected from outside the City of Grand Rapids. The Commission shall determine the types of relocation expenses and the maximum amount allowable on a case by case basis prior to the appointment being made.

8.1.2 EDUCATION AND/OR TRAINING

When the Department Manager mandates attendance at training and/or developmental activities, such activities shall be considered to be work assignments and therefore regular wage rates will apply for time spent on such activities. The employee shall receive advance compensation for tuition and expenses, with the exception of mileage, which will be calculated on an amount per mile basis and reimbursed upon return. With regards to correspondence courses, the employee shall be reimbursed upon completion of such course; such course must be pre-approved by the Personnel Director in order to be eligible for reimbursement.

Requests for financial assistance or PTO to participate in educational courses offered by specialized schools and institutions of higher learning shall be considered by the Commission on a case-by-case basis. Such requests shall be made in writing to the Appointing Authority and be for courses and/or

degree programs that relate to the employee's present job or predicted future job with the Commission.

The Commission provides a tuition reimbursement program for employees to further their careers at the Commission. Employees may select courses of study which directly relate to either their present position or the pursuit of a future position with the Commission. The employee should contact the Personnel Director to obtain the current details of the program, determine eligibility and obtain application forms.

8.2 MEDICAL INSURANCE

8.2.1 GENERAL OVERVIEW

The Commission will provide group hospitalization and medical insurance coverage for eligible current employees, dependents, and retired employees as described in the following section. The Commission will pay all or portions of the premiums and/or make contributions to a Health Savings Account (HSA) as described below, which premiums and/or HSA contributions may be adjusted from time to time by the Commission. The amount of the Commission's current contribution toward premiums and/or HSA is shown in Appendix A.

In cases where the employee shares in the costs and the employee's contribution cannot be fully deducted from payroll, then coverage is contingent on the employee paying his or her share in a timely manner according to instruction provided by the Personnel Director.

Eligibility for any group insurance benefit is determined exclusively by the terms of the insurance policy, which the Commission has procured and which may be revised from time to time. Failure of any insurance carrier to provide any benefit for which it has contracted shall not create any liability on the part of the Commission nor shall such failure be considered a breach of any obligation by the Commission to an employee, nor shall such failure be appealable under these Personnel Policies.

8.2.2 ELIGIBILITY AND PREMIUM CONTRIBUTION

Eligibility and premium contributions for current and retired employees are summarized below. The premium rates and amount of contribution by the Commission and employees may vary from year to year (see Appendix A).

1. Current Full-time Employees – are eligible for single medical insurance coverage on the first day of the policy month after being continuously employed for 30 days. Employees may also elect to purchase medical insurance coverage for their dependents at group rates.

2. Current and Retired Part-time Employees – are not eligible to participate in the Commission’s group insurance program.
3. Retired Full-time Employees – who are not eligible for Medicare may continue to be covered by the Commission’s then-current hospitalization and medical coverage or Medicare supplement for the retired employee and their dependants and retiree life insurance for the retiree only. The premium shall be paid by the retired employee. Upon the employee/retiree reaching age 65, the employee shall pay the full premium for hospitalization and medical coverage or Medicare supplement and life insurance from his/her own funds if the employee desires to continue coverage.

“Retirement” shall be defined as eligible for and receiving PERA retirement annuity benefits as of the termination of employment with the Commission.

4. Dependents of Deceased Retired Employees – excluding spouses who have remarried, are eligible to the extent as mandated by law to participate in the Commission’s group coverage at their own expense.
5. Other Persons – There are a number of persons who are covered by the Commission’s group policy whose eligibility for such coverage may change as a result of
 - i) a change in their status with the covered employee, or
 - ii) a change in status of the covered employee with the Commission.

These include, but are not limited to, terminated employees, survivors of deceased employees, and dependents and ex-spouses of current or terminated employees. Generally, such persons are eligible to continue such coverage at their own expense. The duration of such coverage shall be to the extent mandated by law. Questions concerning eligibility for continuation of coverage should be directed to the Personnel Department.

8.3 OTHER INSURANCE

8.3.1 LIFE INSURANCE

The Commission provides group term life insurance coverage for eligible employees. An employee is eligible for such coverage on the first day of the policy month after being continuously employed for 30 days. Employees may

purchase additional coverage for themselves and/or spouses and dependents. The rates and limits for these options are shown in Appendix A.

8.3.2 DENTAL INSURANCE

The Commission provides group dental insurance for eligible employees. An employee is eligible for such coverage on the first day of the policy month after being continuously employed for 30 days. The premium and employee contribution for single and family coverage are shown in Appendix A.

8.3.3 WORKERS' COMPENSATION

All employees are covered by Workers' Compensation insurance. All employees must immediately report to their supervisors any injuries or occupational illnesses that may be work-related. The supervisors must immediately notify the Personnel or Payroll Department.

8.4 RETIREMENT FUNDS

For employees expected to earn more than the minimum amount specified by statute in a calendar year, both the Commission and the employee are required to pay an amount based on gross wages to Federal Social Security (FICA) and the State Public Employee Retirement Association (PERA). The contributions are shown in Appendix A.

The employee's contributions are automatically withheld from each paycheck. Additional information regarding the retirement programs can be obtained from the appropriate State and Federal offices.

8.5 DEFERRED COMPENSATION

The Commission offers a deferred compensation program to which contributions may be made by payroll deductions. For more information, contact the Personnel Office. See Appendix A for the current matching contribution amount.

8.6 UNEMPLOYMENT COMPENSATION

Employees separated from their jobs with the Commission may be eligible for unemployment compensation, depending on their earnings during the past year, the nature of their work, and the conditions of the separation. For more information, contact the nearest State Job Service Office.

8.7 HOLIDAYS

8.7.1 OFFICIAL HOLIDAYS

Eligible employees shall receive time off with pay at straight time rates for the following holidays:

New Year's Day	January 1
President's Day	Third Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	October 9
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25

When New Year's Day, Independence Day, Columbus Day, Veteran's Day or Christmas Day falls on a Saturday or Sunday, the preceding Friday or following Monday shall be designated as the paid holiday for employees whose normal work week is Monday through Friday.

8.7.2 HOLIDAY ELIGIBILITY AND COMPENSATION

With the exception of part-time employees not regularly scheduled to work each week, and temporary and emergency employees, all other employees shall be eligible for full or pro-rated compensation for designated holidays. The employee must be in a pay status on the scheduled workdays immediately preceding and following a holiday. Holidays which occur within an employee's PTO or EIB period shall not be charged as PTO or EIB time. When a non-exempt, eligible employee is required to work on a designated holiday, the employee shall be paid premium pay in addition to the holiday pay. Paid holiday hours shall count toward the calculation of overtime hours for premium pay, except when the employee has already received premium pay for working on the holiday.

8.8 PAID TIME OFF (PTO) AND EXTENDED ILLNESS BANK (EIB)

The PTO Plan includes the employee's PTO (Paid Time Off) account and the employee's EIB (Extended Illness Bank) account. The PTO account may be used, with Appointing Authority or Supervisor approval, for any authorized absence, such as vacation, illness, injury, medical or dental care, or family emergencies. The EIB account may be used for absences due to a serious illness or injury to the employee, after the second consecutive scheduled work day that the employee is absent.

Benefits under the plan are accrued according to the schedule found in Appendix A.

8.8.1 PTO ELIGIBILITY

Regular full-time and regular part-time employees are eligible to accumulate and use PTO as the PTO is accumulated. Probationary employees shall be credited retroactively with PTO upon successful completion of their probationary period.

In order for any employee to receive PTO leave, there must be current records of accrued leave balances on file with the Personnel Director as per the policy for personnel records described in Chapter 7 of these policies.

8.8.2 USE OF PTO/EIB

(a) Requests for use of PTO/EIB are subject to approval by the Appointing Authority. Requests are expected to be made far enough in advance to provide adequate coverage in the department and to avoid a staffing hardship.

(b) PTO/EIB is paid at the employee's regular straight time rate. PTO/EIB counts as hours worked for purposes of computing overtime. PTO/EIB may not be used in less than one hour increments.

(c) Time for taking vacations must be mutually agreed between the employee and the Appointing Authority. Normally, only one employee per department shall be allowed on vacation at any one time, unless a greater number is authorized by the Appointing Authority.

(d) Short Notice PTO for Illness or Injury: If the employee will be unable to report for work as scheduled because the employee is unable to work due to illness, injury, legal quarantine, or medical or dental treatment for either the employee or the employee's relative, as defined in Paragraph (e)(2) below, necessitating the employee's absence, the employee is responsible to notify the Appointing Authority or designee in advance of the start of the scheduled shift, except that if it is impossible for the employee to give notice before the start of the scheduled shift, then as soon after the start of the scheduled shift as possible. The Commission may require the employee to furnish a report from a physician or other recognized medical authority attesting to the necessity of the Short Notice PTO, along with such additional information as the Appointing Authority deems necessary to verify the illness and the necessity of the absence.

(e) EIB: EIB may be used for absences due to the following:

- 1) Illness or injury to the employee.

- 2) Illness or injury to the employee's minor child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. See also Section 8.10.5 of these policies.

EIB may be used after the second consecutive scheduled work day that the illness or injury has caused the employee to be absent. Once the employee is able to access EIB, the employee may reimburse the PTO they used out of their EIB account. The Commission may require the employee to furnish a report from a physician or other recognized medical authority attesting to the necessity for the absence due to illness or injury of the employee or relative, along with such additional information as the Commission deems necessary to verify the illness, the necessity of the absence, or the employee's fitness to return to duty before the employee is allowed to return to duty.

8.8.3 PTO ACCUMULATION

An employee may accumulate PTO up to a maximum of two hundred forty-eight (248) hours as of the employee's anniversary date. Any unused, accumulated PTO in excess of two hundred forty-eight (248) hours as of the employee's anniversary date shall be forfeited, except as provided in Section **8.8.4** of these policies.

An employee may accumulate EIB up to a maximum of four hundred eighty (480) hours as of the employee's anniversary date.

8.8.4 PTO CONVERSION

An employee who has accumulated more than two hundred forty-eight (248) hours of PTO as of the employee's anniversary date shall have an option to convert accumulated PTO in excess of two hundred forty-eight (248) hours to the employee's EIB account, subject to the maximum EIB accumulation. An employee who has the maximum EIB accumulation as of the employee's anniversary date may convert PTO in excess of two hundred forty-eight (248) hours as a payment to the employee's Post-Employment Health Care Savings Account at the rate of one (1) hour payment for each one (1) hour of PTO accumulation in excess of two hundred forty-eight (248) hours. The conversion option is available only if the employee has used at least eighty (80) (40 hours during the first five years of employment) hours of PTO during the twelve (12) months preceding the anniversary date. The option for conversion is not available for the employee's EIB account.

8.8.5 PTO AND RESIGNATION, RETIREMENT, DEATH OF EMPLOYEE

An employee shall be paid their accumulated, unused PTO account balance in cash at the time of resignation or retirement, contingent upon providing not less than two (2) weeks' advance written notice to the Commission of

resignation or retirement. The two (2) weeks' advance written notice may be waived by the Commission at its discretion. Also, in the event of the death of an employee, the employee's estate shall be entitled to payment of the accumulated, unused PTO (not EIB) account balance.

Upon retirement, death, or being declared permanently, totally disabled, or upon resignation after twenty (20) years of service or more, an employee's EIB account balance shall be paid into a Post-Employment Health Care Savings Plan account pursuant to the Post-Employment Health Care Savings Plan Policy adopted by the Commission.

8.8.6 DONATIONS OF PTO

Employee donations of unused, accumulated PTO to co-workers are authorized under the following conditions and in accordance with the following procedure:

1. Employees having "regular" status with the Commission shall be eligible for PTO donations of up to a maximum of four hundred eighty (480) hours to cover lost time caused by debilitating illness/physical disability, terminal illness, severe non-industrial injury that exceeds two weeks in duration.
2. The employee has exhausted all paid leave benefit accruals down to eighty (80) hours of EIB.
3. PTO donations of up to eighty (80) hours per donating employee each calendar year may be authorized.
4. The donating employee and recipient employee's payroll records shall be adjusted to reflect a transfer of accrued hours, and donated PTO hours shall be converted to the same number of EIB leave hours on the recipient's payroll record.
5. The donated hours shall be utilized at the recipient's rate of pay.
6. Requests for transfer of PTO donations shall be submitted via the Co-Worker Donation of Accrued Vacation Hours Form to the General Manager for approval and processing.

8.8.7 MANDATORY PTO

An employee may be sent home by his/her Department Manager or Supervisor if the employee appears to be unable to effectively perform his/her duties due to personal illness or similar limitation, or if necessary to minimize threat or spread of a contagious disease. Such time off will be treated the same as if the employee initiated the request for PTO.

8.8.8 PTO AND WORKERS' COMPENSATION

An employee who is receiving Workers' Compensation through the Commission's insurance policy may request to use unused, accumulated PTO to make up the difference between the Worker's Compensation payment and the employee's regular net wage. An employee shall not receive PTO when he/she is eligible for Worker's Compensation or other compensation through some other employer.

8.9 OTHER LEAVES WITH PAY

The Commission will not retaliate against any employee for requesting or obtaining any leave of absence for any reason.

8.9.1 CRIME VICTIMS LEAVE

The Commission will permit employees to take a reasonable amount of paid time off to attend criminal proceedings if the employee is a victim or witness who is subpoenaed or requested by the prosecutor to attend court or is a victim of a violent crime or the spouse or immediate family member of a victim of a violent crime. The Commission will also permit employees to take a reasonable amount of paid time off to obtain a restraining order or order for protection or to otherwise attempt to obtain relief from harassment or domestic abuse. The Commission requires 48 hours' advance notice of the need for leave, unless providing such notice is impracticable, and may require verification of the reason for the leave.

8.9.2 JURY OR WITNESS DUTY

In order to receive their regular wages, employees subpoenaed as witnesses in connection with their official duties or called in and selected for jury duty shall turn in to the Payroll Department any per diems received for such duty. If an employee is excused early from jury duty, he/she must return to work promptly. The Commission will not take adverse action against any employee who receives a summons, responds to a summons, attends court for prospective jury service, or serves as a juror.

8.9.3 MILITARY LEAVE

The Commission will provide paid and unpaid military leave to any employee who is called to service in the armed forces in accordance with state and federal law. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, reserve duty, for examinations to determine fitness for any such duty, and for any other leave permitted by state and federal law. An employee's rights with

respect to the substitution of accrued PTO, the continuation of health plan coverage, and the accrual of benefits during military leave, in addition to reinstatement after military leave, will be as defined by state and federal law.

When possible, employees shall submit a written request for such leave, including a copy of the military orders, to their Department Head as far in advance of the leave as possible. The Department Head shall approve the request and forward it to the Personnel Department.

8.9.4 FUNERAL LEAVE

Full-time employees shall be allowed up to three (3) consecutive days per occurrence of paid leave in the event of a death in an employee's immediate family (father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, spouse or step relative (child, mother, father)). One (1) day shall be the day of the funeral.

Full-time employees shall also be allowed one (1) day per occurrence of paid leave in the event of the death of an employee's grandparents, grandchildren, brother-in-law, sister-in-law, or relative of the employee in the employee's immediate household. In the event the funeral is held at a location in excess of 250 miles one way from Grand Rapids, one (1) additional day shall be granted for the purposes of travel, thus bringing the total allowance to two (2) days.

In all cases of funeral leave, the employee must attend the funeral to be eligible for the leave.

8.9.5 BONE MARROW DONATION LEAVE

In accordance with Minnesota law, the Commission will provide paid leave to any employee who works an average of 20 or more hours per week and seeks to undergo a medical procedure to donate bone marrow. The combined length of the leaves will not exceed 40 work hours, unless the Commission authorizes additional leave in writing. In order to qualify for leave, the employee must provide the Commission with written verification by a physician of the purpose and length of each leave. If there is a medical determination that the employee does not qualify as a bone marrow donor, any paid leave granted prior to that determination is not forfeited.

8.9.6 ORGAN DONATION LEAVE

In accordance with Minnesota law, the Commission will provide paid leave to any employee who works an average of 20 or more hours per week and seeks to undergo a medical procedure to donate an organ or partial organ. The combined length of the leaves will not exceed 40 work hours for each

donation, unless the Commission authorizes additional leave in writing. In order to qualify for leave, the employee must provide the Commission with written verification by a physician of the purpose and length of each leave. If there is a medical determination that the employee does not qualify as an organ donor, any paid leave granted prior to that determination is not forfeited.

8.9.7 ELECTION JUDGE LEAVE

In accordance with Minnesota law, the Commission will provide paid leave to any employee who is selected to serve as an election judge pursuant to Minnesota Statute § 204B.21. Although the leave is paid, the Commission will reduce the wages of any employee serving as an election judge by the amount paid to the employee by the appointing authority during the time the employee was absent from work. In order to qualify for leave, an employee must provide the Commission with at least 20 days' advance written notice of the need for leave and a certification from the appointing authority stating the hourly compensation to be paid to the employee for his or her service and the hours during which the employee will serve.

8.9.8 VOTING LEAVE

In accordance with Minnesota law, the Commission will provide paid leave to any employee who is eligible to vote for the time necessary to appear at the employee's polling place, cast a ballot, and return to work on the day of a regularly scheduled state primary or general election, an election to fill a vacancy in the office of United States senator or United States representative, or an election to fill a vacancy in the office of state senator or state representative.

8.10 LEAVE WITHOUT PAY

The Commission will not retaliate against any employee for requesting or obtaining any leave of absence for any reason.

8.10.1 TYPES OF LEAVE WITHOUT PAY

Leaves without pay may be granted for leaves granted under the Family and Medical Leave Act, parental leave, extended military service, extended medical leave, and personal leave.

8.10.2 FAMILY AND MEDICAL LEAVE POLICY

8.10.2.1 BASIC LEAVE ENTITLEMENT

The Commission will provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

From the 12-week maximum, any FMLA leave which the employee has taken during the 12 months preceding commencement of the leave will be subtracted to determine the maximum amount of leave for which the employee is eligible.

8.10.2.2 MILITARY FAMILY LEAVE ENTITLEMENTS

Eligible employees with a spouse, son, daughter, or parent on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".

8.10.2.3 BENEFITS AND PROTECTIONS

During FMLA leave, the Commission must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

8.10.2.4 ELIGIBILITY REQUIREMENTS

Employees are eligible if they have worked for the Commission for at least 12 months and for 1,250 hours over the previous 12 months.

8.10.2.5 DEFINITION OF SERIOUS HEALTH CONDITION

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

8.10.2.6 USE OF LEAVE

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Commission's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

8.10.2.7 SUBSTITUTION OF PAID LEAVE FOR UNPAID LEAVE

Employees must use accrued paid leave while taking FMLA leave. The paid leave and the FMLA leave run concurrently. In order to use paid leave for

FMLA leave, employees must comply with the Commission's normal paid leave policies.

8.10.2.8 EMPLOYEE RESPONSIBILITIES

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Commission's normal call-in procedures.

Employees must provide sufficient information for the Commission to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Commission if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also must provide a certification and periodic recertification supporting the need for leave.

8.10.2.9 COMMISSION RESPONSIBILITIES

The Commission must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the Commission must provide a reason for the ineligibility.

The Commission must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Commission determines that the leave is not FMLA-protected, the Commission must notify the employee.

8.10.2.10 UNLAWFUL ACTS BY EMPLOYERS

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

8.10.2.11 ENFORCEMENT

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the Commission.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

8.10.3 PREGNANCY AND PARENTING LEAVE

In accordance with Minnesota law, the Commission will provide up to a maximum of 12 weeks of unpaid leave to any employee who has been employed by the Commission at least one-half time during the 12-month period immediately preceding the leave for: (1) a biological or adoptive parent in conjunction with the birth or adoption of a child; or (2) a female employee for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee, but must not exceed 12 weeks, unless agreed to by the Commission.

The leave shall begin at a time requested by the employee. However, for leave taken for a birth or adoption, the leave must begin within 12 months of the birth or adoption (unless the child must remain in the hospital longer than the mother, in which case the leave must begin within 12 months after the child leaves the hospital).

The employee must provide the Commission with reasonable notice of the date the leave will commence and the estimated duration of the leave.

The 12 weeks of leave may be reduced by: (1) any period of available disability, PTO, or EIB; or (2) any period of FMLA leave taken for the same reason. In most circumstances, the employee is entitled to a total of 12 weeks of pregnancy and parenting leave, unless the Commission agrees to provide additional leave. The Commission will continue to make insurance coverage available to the employee and the employee's dependents (if any) during the leave, although the employee must pay 100% of the premium.

An employee returning from pregnancy and parenting leave shall be entitled to return to employment in the employee's former position or in a position of comparable duties, number of hours, and pay. An employee returning from a leave of absence longer than one (1) month must notify a supervisor at least two (2) weeks prior to return from leave.

If, during the leave, the Commission experiences a layoff and the employee would have lost his/her position had the employee not been on leave, pursuant to the good faith operation of a bona fide layoff and recall system,

including a system under a collective bargaining agreement, the employee is not entitled to reinstatement in the former or comparable position. In such circumstances, the employee retains all rights under the layoff and recall system, including a system under a collective bargaining agreement, as if the employee had not taken the leave.

An employee returning from leave shall return to work at the same rate of pay the employee had been receiving when the leave commenced, plus any automatic adjustments in the employee's pay scale that occurred during the leave period. The employee returning from a leave shall retain all accrued pre-leave benefits of employment and seniority, as if there had been no interruption in service.

Any leave taken under this Section shall run concurrently with any leave taken under the Family and Medical Leave Act.

8.10.4 SCHOOL CONFERENCES AND SCHOOL-RELATED ACTIVITIES LEAVE

In accordance with Minnesota law, the Commission will provide up to a maximum of 16 hours of unpaid leave during any 12-month period to any employee who is employed by the Commission at least one-half time during the 12-month period immediately preceding the leave for the purpose of attending the school conferences or school-related activities of his or her child (including a foster child), if such conferences or activities cannot be scheduled during non-working hours. If an employee's child receives child care services or attends a prekindergarten regular or special education program, the employee may also use this leave to attend a conference or activity related to the child, or to observe and monitor the services or program, if such conference, activity, or observation cannot be scheduled during non-working hours. Although the leave is unpaid, an employee may substitute any accrued PTO for any part of the leave. When the need for leave is foreseeable, an employee must give his or her manager reasonable advance notice of the need for leave and must make a reasonable effort to schedule the leave so as not to unduly disrupt the Commission's operations.

8.10.5 SICK OR INJURED RELATIVE LEAVE

In accordance with Minnesota law, the Commission will permit any employee who has been employed by the Commission at least one-half time during the 12-month period immediately preceding the leave to use his or her personal sick leave benefits for the purpose of caring for a child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent who is suffering from an illness or injury on the same terms that the employee could use the sick leave for his or her own illness or injury.

“Personal sick leave benefits” means time accrued and available to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability. “Child” includes a stepchild and a biological, adopted, and foster child. “Minor child” includes a “child” under 18 years of age or an individual under age 20 who is still attending secondary school. “Grandchild” includes a step-grandchild and a biological, adopted, and foster grandchild.

An employee may use sick leave for safety leave for reasonable periods of time. “Safety leave” is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. Safety leave may be used for assistance to the employee or to the relatives listed above.

An employee may not take more than 160 hours of leave in any 12-month period for any reason listed above other than the illness or injury of a minor child.

8.10.6 CIVIL AIR PATROL SERVICE LEAVE

In accordance with Minnesota law, the Commission will provide unpaid leave to any employee who works an average of 20 or more hours per week to render service as a member of the civil air patrol on the request and under the authority of the state or any of its political subdivisions, so long as the leave will not unduly disrupt the operations of the Commission.

8.10.7 MILITARY CEREMONIES LEAVE

In accordance with Minnesota law, the Commission will provide up to a maximum of 1 day of unpaid leave each calendar year to any employee whose immediate family member, as a member of the United States armed forces, has been ordered into active service in support of war or other national emergency for the purpose of attending a send-off or homecoming ceremony for that family member, so long as the leave will not unduly disrupt the operations of the Commission. “Immediate family member” means an employee’s parent, legal guardian, child, grandparent, grandchild, sibling, spouse, or fiancée.

8.10.8 MILITARY FAMILIES LEAVE

In accordance with Minnesota law, the Commission will provide up to a maximum of 10 working days of unpaid leave to any employee whose immediate family member, as a member of the United States armed forces, has been injured or killed while engaged in active service. “Immediate family member” means an employee’s parent, child, grandparent, sibling, or spouse. An employee must give his or her manager as much notice of the need for

leave as practicable. Although the leave is unpaid, an employee may substitute any accrued paid leave for any part of the leave.

8.10.9 EXTENDED MEDICAL LEAVE

In case of (1) an extended illness, after an employee has used all accumulated PTO/EIB and any Family and Medical Leave Act leave for which the employee is eligible, or (2) in case of the birth or placement of a child after the employee has used all accumulated PTO/EIB, pregnancy and parenting leave and Family and Medical Leave Act leave for which the employee is eligible, he/she shall be granted a leave of absence without pay without having his/her name removed from the payroll, for up to a maximum of three (3) months, provided such absence does not interfere with the orderly operation of the Commission and is otherwise approved by the Commission. After each three (3) month interval the Commission shall review the case and determine whether any further leave shall be granted. The total amount of leave shall not exceed twenty-four (24) months. The leave shall be subject to a doctor's report for each three (3) month period.

8.10.10 PERSONAL LEAVE

A leave of absence of up to three (3) months maximum for personal reasons excluding other employment may be granted to any employee requesting same from the Commission, provided such absence does not interfere with the orderly operation of the Commission and is otherwise approved by the Commission. Additional time off, if necessary, may be requested at the end of said three (3) months' leave. The granting of such request is subject to Commission approval.

8.11 PROFESSIONAL ORGANIZATIONS

Employees may request annually that the Commission pay for membership in certain professional organizations relevant to an employee's work responsibilities.

Employees may also request that the Commission pay their expenses to attend occasional workshops and meetings of such organizations. The employee shall submit a brief written report to the Commission following each workshop.

Employees shall not participate in any lobby efforts at Commission expense without the full knowledge and consent of the Commission.

9.0 EMPLOYEE CONDUCT

9.1 RESPECTFUL WORKPLACE POLICY

It is the policy of the Commission to maintain a respectful work environment free from violence, discrimination, and other offensive or degrading remarks or conduct. The Commission will not tolerate any such behavior by or towards any employee. Preserving a respectful environment in which to work is a shared responsibility of both management and employees.

Any employee found to have acted in violation of this policy shall be subject to appropriate disciplinary action which may include discharge from employment.

Categories of Disrespectful Behavior

Violent Behavior includes the use of physical force, threats of physical force, harassment or intimidation, or abuse of power or authority when the impact is to control an employee by causing pain, fear or hurt. Also includes the use of or threats of the use of weapons.

Violence may include, but is not limited to, the following conduct:

1. Hitting or shoving an individual;
2. Threatening to harm an individual or his/her family, friends, associates or their property;
3. Making harassing or threatening telephone calls, letters or other forms of written or electronic communication;
4. Harassing surveillance, also known as "stalking," and following of another person with the intent to place the other person in reasonable fear of his/her safety;
5. Unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on Commission property.

Discriminatory Behavior includes inappropriate remarks about or conduct related to an employee's race, color, creed, religion, national origin, disability, sex, marital status, familial status, age, sexual orientation, status with regard to public assistance, membership or activity in a local commission, genetic information, or any other classification protected under local, state, or federal law. Also includes discrimination or harassment based on opposition to discrimination or participation in complaint proceedings.

Offensive Behavior includes such work-related actions as rudeness, exclusionary behavior, angry outbursts, inappropriate joking, vulgar obscenities, name-calling, disrespectful language, bullying or the intentional filing of an unfounded complaint under this policy.

Behavior prohibited by this policy also includes requests to engage in illegal, immoral or unethical conduct or retaliation for making of a complaint under this policy.

Sexual Harassment

The Commission is committed to maintaining a work environment free from sexual harassment. Sexual harassment is one specific kind of discriminatory and offensive behavior.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or any other verbal or physical conduct or communication of a sexual nature, where:

1. Submission to the conduct or communication is made a term or condition, either explicitly or implicitly, of employment;
2. Submission to or rejection of the conduct or communication is used as a factor in making employment decisions affecting an individual's employment (hiring, promotions, termination, etc.); or
3. Such conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creates an intimidating, hostile or offensive work environment.

Sexual harassment may include, but is not limited to the following conduct:

1. Unwelcome or offensive sexual remarks or innuendo;
2. Unwelcome or offensive sexual or sexist jokes;
3. Subtle pressure for sexual activity or coercion to date;
4. Offensive remarks about a person's body or their private life;
5. Degrading remarks, posters, graffiti, or other objects in the work place that contribute to an intimidating work environment;
6. Demanding sexual favors accompanied by implied or overt threats concerning pay or other aspects of employment;
7. Sexually suggestive facial expressions or body language;
8. Kissing, sexual conduct or unnecessary touching.

Reporting/Investigation

Any employee who believes that he/she has been subjected to a violation of this respectful workplace policy or any employee who believes that he or she has witnessed another employee being subjected to a violation of this policy, must report the violation immediately to the employee's Department Manager. If the employee is not comfortable (for whatever reason) reporting to his/her Department Manager, if the employee's Department Manager is the source of or a party to the alleged violation, or if the employee's Department Manager does not respond to the report in a timely and appropriate manner, the employee must contact the General Manager or the President of the Commission. A Commission representative will investigate the report promptly and will respond to the reporting employee regarding the results of the investigation. The investigation will be kept as confidential as possible.

Any employee who retaliates against or intimidates a person for making a complaint under this policy or for participating in an investigation under this policy will be subject to disciplinary action, including discharge. Any employee who violates this policy will be subject to disciplinary action, including discharge.

9.1.1 PROHIBITION OF FIREARMS

All employees are prohibited from using, carrying, or possessing firearms while acting in the course and scope of employment for the Commission. The use, possession, or carrying of a firearm by employees is prohibited while working on the property of Commission or working at any location on behalf of the Commission. This prohibition includes but is not limited to:

1. Driving on Commission business;
2. Riding as a passenger in a car, truck or any type of mass transit on Commission business;
3. Working at a Commission-owned worksite;
4. Working off-site on behalf of the Commission;
5. Performing emergency or on-call work after normal business hours and on weekends;
6. Working at private residences, businesses and other City locations on behalf of the Commission; and
7. Attending training or conferences on behalf of the Commission.

Using, carrying, or possessing a firearm in violation of this policy constitutes violent behavior and will subject the employee to disciplinary action.

Commission employees who have a valid carry weapons permit and possess a firearm while in a Commission-owned parking area are requested to keep

the firearm in a locked trunk of the employee's vehicle or, if the vehicle does not have a trunk, in a locked glove compartment of the employee's vehicle.

9.2 POLICY ON ALCOHOL AND ILLEGAL DRUGS

The Commission is committed to maintaining a work environment which is free from the influence of alcohol and/or illegal drugs to protect the health, safety and well being of our employees, visitors and customers. "Illegal drugs" means controlled substances, and includes prescription medications that contain a controlled substance and that are used for a purpose or by a person for which they were not prescribed or intended.

The Commission prohibits the use, possession, transfer, and sale of alcohol and/or illegal drugs while working, while on premises owned or operated by the Commission, while operating or in any vehicle, machinery or equipment of the Commission, and while at a customer location where the Commission work is being performed. The Commission also prohibits reporting for work, and working anywhere on behalf of the Commission under the influence of alcohol and/or illegal drugs.

Violation of this policy will result in discipline, up to and including discharge.

Employees are encouraged to voluntarily disclose to management that they are in possession of or under the influence of alcohol or illegal drugs before being confronted, tested, or otherwise involved in drug or alcohol related discipline or proceedings. Employees who make such a voluntary disclosure will not be discriminated against because of this disclosure, nor will the information which is disclosed be used as the sole basis for discipline.

As part of their position duties, employees required to hold a commercial drivers license (CDL) will be subject to the Grand Rapids Public Utilities Discipline Guideline as it pertains to Federal DOT Regulations.

9.3 CAUSE FOR CORRECTIVE AND/OR DISCIPLINARY ACTION

Commission employees shall be subject to corrective and/or disciplinary action for poor, inefficient or unsatisfactory performance or misconduct.

It shall be the policy of the Commission to administer such action without discrimination of any kind. An employee has the right to review through the grievance procedure any suspension, demotion, or discharge which he/she believes is unjust. The Department Manager shall investigate all allegations before disciplinary action is taken.

Some examples of reasons for a corrective and/or disciplinary action include, but are not necessarily limited to, each of the following kinds of conduct:

1. Incompetence or inefficiency in the performance of duties.
2. Carelessness or negligence in the performance of duties.
3. Violation of the Commission's Respectful Workplace Policy, Policy on Alcohol and Illegal Drugs, or any other policy or provision in these Personnel Policies.
4. Excessive tardiness in reporting for scheduled working hours.
5. Absence from a scheduled work assignment during working hours without permission from an authorized Supervisor or Department Manager.
6. Conduct or performance on the job which demonstrates insubordination, which is defined as a refusal to follow appropriate written or oral procedures, instructions, or directions from a Supervisor, Department Manager, or General Manager.
7. The willful violation of any departmental or Commission rule or regulation.
8. The willful violation of Commission procedures for collection, use or release of protected data.
9. Gross negligence or willful conduct causing damage to Commission property.
10. Theft of public property, pilferage or other unauthorized taking of public property.
11. The solicitation or acceptance of money or anything of value that could be construed to influence the decisions of an employee in public matters or as a reward for such decisions, including gifts or items of value from clients, vendors, or suppliers.
12. Using, threatening to use, or attempting to use political influence or attempting to exert unethical pressure on any Commission employee or officer in securing promotion, transfer, leave of absence, increased compensation, or other favors.
13. Conviction of a felony, gross misdemeanor, or misdemeanor involving moral turpitude causing reasonable doubt regarding

the employee's ability to properly and/or effectively perform his/her job.

14. Acting in a manner that tends to lower discipline or morale within the Commission or that adversely affects the rendering of prompt, courteous and efficient service by the Commission and its employees to the public.
15. Providing false information for use in making personnel decisions.

9.4 OFFICE COVERAGE

Department Managers and employees are responsible to assure that those offices serving the public shall remain open for public business through employee rest breaks and lunch periods.

9.5 OUTSIDE EMPLOYMENT

Employees shall not engage in outside employment for private gain, which constitutes a conflict of interest with public duties or is inconsistent or incompatible with public employment. In making such determinations, the following prohibitions shall be considered:

1. The use for private gain or advantage of Commission time, facilities, equipment and supplies, prestige or influence of Commission employment.
2. Receipt or acceptance by the employee of any money or other consideration from anyone other than the Commission for the performance of an act which the employee would be required or expected to perform in the regular course of his/her Commission employment or as a part of his/her duties as an employee.
3. The performance of an act in other than his/her capacity as an employee, which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee for the department by which he/she is employed.

9.6 PERSONAL APPEARANCE

Dress codes may be established for employees as part of departmental rules. An employee's personal appearance and cleanliness should not distract from the ability and willingness of other employees and the public to work with him\her. Personal appearance should be appropriate to the nature of the

work and contacts with other people, and should instill public confidence in the employee and in the Commission.

9.7 SOLICITING, DISTRIBUTION

Solicitation by one employee of another is prohibited while either employee is on work time. Distributing literature during work time or in work areas at any time is also prohibited. Soliciting or distributing literature by anyone who is not an employee of the Commission is prohibited at all times on Commission premises. These guidelines also apply to solicitation by electronic means.

“Solicitation” means verbal communication requesting or urging support of (whether financial or otherwise) or opposition to something. “Distribution” means the passing out of written materials or the placing of such materials in places where they can be picked up by employees. “Work time” means the time during which the employee (whether engaged in the solicitation and/or distribution, or to whom the solicitation and/or distribution is being directed) is on duty. “Work time” does not include lunch breaks, rest breaks, periods just before and after the work shift, or any other periods in which employees are not on duty. “Work areas” are all areas on the Commission’s premises and at on-site locations, except employee break rooms.

Nothing in this policy prohibits employees from discussing the terms and conditions of employment.

9.8 TELEPHONE USE

Commission telephones are to be used for Commission business. Personal calls are to be kept at a minimum and should be made on an employee’s personal time. Employees shall discourage friends and family members from making personal calls to employees at the Commission’s offices during work hours. Personal long distance calls shall not be billed to the Commission. Genuine emergency calls may be made or received.

9.9 PROGRESSIVE DISCIPLINE

Disciplinary actions should be progressive in their applications, unless the offense is serious and warrants strong corrective action. Progressive discipline attempts to improve employee performance or conduct by assigning a disciplinary action appropriate to the offense. If, after the initial disciplinary action, employee performance or conduct has not improved, disciplinary action of greater severity is administered. This is a “corrective” approach, not a “punitive” approach to discipline problems.

9.9.1 VERBAL REPRIMAND

A verbal reprimand is usually an informal discussion with the employee of a relatively minor offense. A verbal reprimand should be documented in writing, conspicuously noted as a verbal reprimand, and placed in the employee's personnel file.

9.9.2 WRITTEN REPRIMAND

A written reprimand is a formal statement to the employee which describes the offense, refers to any previous verbal or written reprimands, states desired goals or outcomes of this action, and outlines subsequent disciplinary action should the problem continue. The original statement is to be signed by the employee and included in the employee's personnel file. The employee shall receive a copy of the statement. An employee may submit a written response to be entered into his/her file.

9.9.3 SUSPENSION

A suspension is an involuntary absence from duty with or without pay at the discretion of the Department Manager. Prior to suspension the employee is to receive a written statement indicating the reasons for the suspension, the length of the suspension, and an outline of further disciplinary action should the problem continue. The original statement shall be signed by the employee and included in the employee's personnel file, and the employee shall receive a copy of the statement. The employee shall also have an opportunity to meet with his/her Department Head and/or the Personnel Director to hear and respond to the charges. The employee's position shall be held open pending the employee's return to work.

9.9.4 DISMISSAL

Dismissal refers to the complete separation of the employee from Commission service. When it has been determined that the employee is to be dismissed, the employee shall receive a written notice five (5) days before the effective date of dismissal. The notice shall state the reasons for dismissal, the employee's rights as established by Commission personnel policy, including the right to meet with the Department Manager and/or Personnel Director, and, if the employee is a veteran, special rights as outlined by the Veteran's Preference Laws. The employee (if he/she is not a veteran) shall be suspended without pay during the five (5) day notice period. He/she shall have an opportunity to meet with the Department Manager and/or Personnel Director to hear and respond to the reasons for the dismissal.

9.9.5 DEMOTION

It may be necessary, in the judgment of the Department Manager, to transfer the employee to a different position in a lower class or to delete or transfer some of the employee's duties resulting in a reclassification of that position to a lower class and a possible salary adjustment as per Section 5.3.

9.10 DISCIPLINARY PROCEDURES

Several offenses committed by an employee need not be treated as separate counts, and more severe disciplinary action may be administered than if only one offense had been committed. Although one disciplinary action may be imposed for several offenses, each offense shall be discussed with the employee and documented for the employee's personnel file. Documentation shall be signed by the employee to acknowledge its existence prior to including it in the employee's personnel file. If the employee refuses to sign it, it should be witnessed by another person and noted on the documentation and filed.

Employees shall have the right to appeal suspensions, demotions and discharges in accordance with the procedures described in Section 10 of these policies. Verbal and written reprimands shall not be appealable.

10.0 RESOLUTION OF COMPLAINTS AND GRIEVANCES

10.1 POLICY STATEMENT

It is the policy of the Commission to provide employees a means of communicating disagreements or disputes involving the interpretation or application of the personnel policies and procedures approved by the Commission. These procedures ensure employees access to all levels of management, an opportunity to be heard, and expedient objective resolutions to problems.

10.2 GRIEVANCES DEFINED

A grievance is a dispute or disagreement raised by an employee or group of employees against the Commission and/or a Department Manager because of an interpretation or alleged violation of these personnel policies and procedures or Commission work rules.

Grievances are related to actions taken by Supervisors, Department Managers, and the Personnel Director and shall not include the following:

- investigations into disciplinary issues, prior to action;
- assignment of positions to job classes;
- salary adjustments made in accordance with these policies;
- performance evaluations or verbal or written reprimands;
- actions discussed or proposed, but not taken;
- these policies themselves, or changes to these policies made by the Commission;
- termination of probationary or temporary employees; and
- extension of probationary periods of evaluations up to a maximum of 12 calendar months.

10.3 LIMITATIONS

An employee grievance that is based on provisions covered in a collective bargaining agreement shall be resolved as per the procedures defined in that agreement.

It is not the intention of the Commission by establishing the grievance policy herein to thereby grant an aggrieved employee a second opportunity to litigate an issue, which has already been litigated in any other administrative or judicial proceeding.

10.4 PROCEDURES

It shall be the policy of the Commission to adjust all grievances promptly. In order to facilitate the processing of employee grievances in an orderly and just manner and to provide the employee access to all levels of management and an opportunity to be heard, the following procedures are to be used:

10.4.1 STEP I

An employee having a grievance shall present verbally or in writing such grievance to his/her immediate Supervisor within five (5) working days after awareness of the event causing the grievance.

The employee may be accompanied by representation of his/her choice. It shall be the responsibility of the Supervisor to investigate the grievance, discuss the grievance with the employee and give an oral answer to the employee within five (5) working days from the time the grievance was initially presented. In instances where the organizational structure does not provide a level of supervision between the Department Manager and the employee, the grievance shall be presented directly to the Department Manager and the grievance process shall commence at Step II.

10.4.2 STEP II

A grievance, not resolved in Step I, may be appealed to Step II. The grievance shall be set forth in writing, stating the nature of the grievance, the facts on which it is based, the provision(s) of these Policies or the Commission work rules allegedly violated, and the remedy requested. The Step II grievance shall be presented to the Department Manager within five (5) working days from the time of the supervisor's response. The Department Manager shall investigate the grievance and give his/her written answer to the employee within five (5) working days following the receipt of the written grievance.

10.4.3 STEP III

A grievance not resolved in Step II may be appealed in writing to Step III. The Step III grievance shall be presented to the Personnel Director within five (5) working days from the time of the Department Manager's response in writing. The Personnel Director or a designated representative shall make, or

cause to have made, an investigation of the complaint and alleged violation of these Policies.

The decision of the Personnel Director shall be in writing within five (5) working days following receipt of the appealed grievance.

10.4.4 STEP IV

A grievance not resolved in Step III may be appealed in writing to Step IV by non-probationary employees. The Step IV grievance shall be filed with the Personnel Director within (5) working days following the written Step III response. The Personnel Director shall immediately schedule a grievance hearing before the Commission, a committee of the Commission or an independent fact finder appointed by the Commission which is at least seven (7) working days after receipt of the appealed grievance. At their next regular meeting following the grievance hearing the Commission, by resolution, shall make its decision. Such decision shall be final.

10.5 CONDUCT OF THE COMMISSION HEARING

The President of the Commission shall preside over the hearing or, at the option of the Commission, the chair of a committee of the Commission or an independent fact finder may be appointed to preside over the hearing and make findings of fact and recommendations for disposition of the appeal. The parties may rely on other counsel to present their respective cases, and both parties may call witnesses to testify at the hearing. Testimony may be tape recorded and preserved at least until the time for further appeal has expired. Both parties may cross-examine witnesses. The Commission, on its own motion, may investigate the circumstances surrounding a complaint in any department for the purpose of resolving the grievance. The Commission shall provide a written summary within 10 working days of the basis of its decision.

10.6 EMPLOYEE PROTECTION

The grievant and his/her counsel, if also a Commission employee, may attend the Step I through Step IV meetings of the grievance process during their regularly scheduled hours at their regular rate of pay. Such time spent shall be kept within reasonable limits, shall follow the orderly procedures established, and shall be with the full knowledge of the Supervisor and Department Manager.

No employee shall be subject to harassment, reduction of employee status or loss of advancement opportunities as a result of participating in a grievance procedure or testifying in a grievance proceeding.

10.7 TIME LIMITS

If the grievance is not presented within the time periods set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the last answer. If the proper authority does not answer a grievance or appeal thereof within the specific time limits the employee shall treat the grievance as denied and may immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the employee and authority involved in that step. Such extensions should be documented in writing.

11.0 MISCELLANEOUS POLICIES AND SERVICES

11.1 COMMISSION VEHICLES

The Commission has available a vehicle for use by Commission staff for Commission business, which can be checked out by contacting the General Manager. All persons using the Commission vehicle must provide to the General Manager a copy of the information contained on their driver's license.

The Commission may establish standards regarding an employee's driving record, and the failure to meet said standards may result in the employee being restricted from use of Commission vehicles.

No persons other than Commission employees or persons involved with Commission business are allowed to ride in the Commission vehicle, except spouses may accompany employees on out of town trips with the permission of the Department Manager. Personal use of the Commission vehicle during out of town trips is discouraged and must be kept to a minimum.

In the event of breakdown, the user should make arrangements for emergency service as necessary, or call the General Manager for instructions.

The user should clean trash and excessive dirt out of the Commission vehicle and report operating problems to the General Manager via written work request.

No employees are allowed to carry guns or other weapons in Commission vehicles.

11.1.1 USE OF SEAT BELTS

Seat belts in any vehicle shall be used at all times by the driver and all passengers.

11.2 COMMISSION PROPERTY

Employees are expected to exercise due care in the use of Commission property and to utilize such property only for authorized purposes. Negligence in the care or use of Commission property may be considered cause for suspension and/or dismissal. Unauthorized removal of Commission property from the premises or its conversion to personal use will be considered cause for suspension and/or dismissal.

Commission property issued to an employee must be returned to the company at the time he/she terminates employment or when it is requested by the Department Manager or designated Supervisor.

The Commission assumes no responsibility for loss or damage to the personal property of an employee.

11.3 CLEAN AIR

The Commission prohibits smoking in the workplace.

For purposes of this policy, “smoking” includes inhaling or exhaling smoke from any lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product. “Smoking” also includes carrying a lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product intended for inhalation. “Smoking” also includes using any product that simulates traditional smoking through the inhalation of vapor.

For purposes of this policy, “workplace” includes all indoor areas on Commission premises, including but not limited to office areas, cafeterias, break rooms, restrooms, elevators, and hallways. “Workplace” includes all buildings owned and operated by the Commission. These buildings include:

- Water Treatment Facility;
- Well Houses;
- Industrial Wastewater Treatment Facilities;
- Pumping Station and Screen House;
- Secondary Wastewater Treatment Facilities;
- Domestic Wastewater Treatment Facilities;
- Sewage Lift Station Buildings;
- Service Center and Warehouse Facilities;
- Distribution Substation Buildings; and
- Distribution Substation Enclosures.

“Workplace” also includes vehicles used in whole or in part for work purposes during work hours, if more than one employee is in the vehicle. “Workplace” does not include private vehicles or certain commercial motor vehicles.

Any employee who violates this policy will be subject to discipline, up to and including termination of employment.

The Commission will not retaliate or take adverse action against an employee or anyone else who, in good faith, reports a violation of this policy and/or the Freedom to Breathe Act of 2007 (“Act”).

The Commission will not discharge, refuse to hire, penalize, discriminate against, or in any manner retaliate against any applicant or employee because the applicant or employee exercises his or her right to a smoke-free workplace under this policy and/or the Act.

11.4 COPY MACHINES

Non-employees may not use the machines without supervision by an employee, and shall be charged as per the rates posted near the machines for copies of material not related to Commission business. At the discretion of each Department Manager, public requests for large numbers of copies of Commission documents may be charged at the current rate charged to departments for internal use. Personal use of copy machines by employees is acceptable for very limited amounts and shall be charged at the current internal rate.

11.5 EMPLOYEE BREAKROOMS

Break rooms are provided for the convenience and comfort of employees to use during their scheduled break periods. Employees are responsible for cleaning up their own mess, including table tops, counters, cabinets, sinks, appliances, and utensils.

11.6 POLITICAL ACTIVITIES

Every employee shall have the right to freely express his/her views as a citizen and to cast his/her vote.

11.7 SAFETY EQUIPMENT

Department Managers shall determine the need for safety equipment including safety eyewear, safety shoes, hardhats, gloves, etc.

Failure of employees to use required safety equipment will result in disciplinary action.

11.8 VISITORS

If an employee meets with visitors at the Commission offices while he/she is on break or otherwise off duty, they shall move away from the work area to an appropriate area where they will not interfere with or distract other employees or members of the public. Employees shall discourage friends and family members from visiting them at the Commission offices while the employee is on duty.

11.9 DISTRACTED DRIVING

When driving on Commission business, employees may not use cell phones (including hands free) or any other mobile electronic devices while operating the vehicle. This includes, but is not limited to, answering or making phone calls, engaging in phone conversations, reading or responding to e-mails and text messages, adjusting a Global Positioning System (GPS), and accessing the Internet. Text messaging is illegal in the State of Minnesota while driving. This policy does not pertain to Commission-issued handheld and mobile radios.

Furthermore, employees are required to:

- Consider turning off, putting on silent or vibrate wireless phones or other devices before starting the vehicle.
- Pull over to a safe place and put the vehicle in “park” if a call must be made or received while on the road.
- Consider modifying your voice mail greeting to indicate that you are unavailable to answer calls or return messages while driving.
- Inform clients, associates and business partners of this policy as an explanation of why calls may not be returned immediately.
- Pull over to a safe place and put the vehicle in “park” to make adjustments to GPS or other navigation devices.

12.0 COMMISSION INFORMATION SYSTEMS POLICY

12.1 PURPOSE

The purpose of this policy is to assist the Commission in protecting its computer system security and assets and to provide guidance regarding the proper use of the computer system.

12.2 DEFINITIONS

The following definitions apply to this policy:

Computer system refers to the Commission's entire computer network. This includes, but is not limited to, host computers, file servers, application servers, communication servers, mail servers, fax servers, Web servers, GIS and mapping servers, workstations, stand-alone computers, laptops, jump drives, software, data files, and all internal and external computer and communications networks (for example, Internet or e-mail systems) that may be accessed directly or indirectly from the Commission computer network.

Users refer to all employees, independent contractors, consultants, temporary workers, and other persons or entities that use the Commission computer system.

12.3 INTRODUCTION

This policy addresses access and use of the computer system. It also addresses the procedures required for disclosure of computer files, created or received, or electronic mail messages, sent or received, with the use of the computer system.

Failure to comply with this policy, including failure to report known violations of the policy, will be cause for disciplinary action in accordance with the Commission's disciplinary policies, or with regard to independent contractors and consultants, shall be deemed to be a breach of any written or unwritten contract with the Commission.

12.4 GENERAL

12.4.1 USE

The computer system is the property of the Commission. Users are allowed access to the system to assist them in the performance of their jobs. The system must be used primarily for work-related purposes. Limited personal use during lunch breaks, rest breaks, or other non-work

time is acceptable. However, such use must not interfere with the performance of work duties and must be consistent with the Respectful Workplace Policy. The system is not to be used for employee personal gain. Use of the computer system is a privilege that may be revoked at any time.

12.4.2 PRIVACY

All data and electronic messages within the computer system are the property of the Commission. **Users should not have an expectation of privacy in anything they view, create, store, send, or receive using the computer system, except to the extent mandated by the Minnesota Data Practices Act. Users agree to fully comply with that Act. Users waive any right of privacy in anything they view, create, store, send, or receive on the computer system.**

The Commission, at its discretion, may monitor or review anything that users view, create, store, send, or receive on the computer system. The existence of passwords or “message delete” functions does not in any way restrict or eliminate this right.

12.4.3 WORKSTATION CONFIGURATION

User workstations are configured to operate in a complex, networked environment. Users may not change their system’s configuration or delete or modify any files not created by the user. If users believe their computer is not configured correctly, they should contact the Management Information Systems (MIS) staff for assistance.

The MIS Manager must authorize all hardware and software changes or upgrades. Personal software may not be installed on individual workstations or the computer network unless specifically authorized by the MIS Manager. This includes the introduction of outside screen savers. The screen savers used shall be limited to those supplied with the Windows operating system. The marquee screen saver may only be used to display the approved Mission Statement of the Commission.

12.4.4 STORAGE OF DATA

Employees are responsible for backing up the hard drive on their individual workstations on a consistent basis. Complete system backups should be done at least once every six months.

To conserve computer resources, nonessential e-mail should be deleted, and user e-mail accounts should be configured to archive saved e-mail after no more than 60 days.

12.4.5 TRANSPORTING FILES

To facilitate off-site work, employees may copy appropriate files to and from diskettes or jump drives. "Appropriate files" include word processing documents, electronic spreadsheets and presentation graphic files. Any diskettes or jump drives that are used in computers outside of the Commission must be scanned for viruses before being used in a Commission computer. No other files or information may be copied to or from Commission computers.

12.4.6 WORK PRODUCT OWNERSHIP

All information developed on the computer system or introduced to the computer system is the property of the Commission, regardless of where it was created, except for software or other proprietary information previously licensed to another person or entity.

In addition, any information developed by a Commission employee on any other computer, if in conjunction with his or her employment with the Commission, is the property of the Commission. Copies of such files must be provided to the Commission, which has the exclusive right to retain, maintain and modify these files.

12.4.7 SOFTWARE USE

According to U.S. Copyright Law, illegal reproduction of software can be subject to civil damages of as much as \$100,000 per work copied, and criminal penalties, including fines and imprisonment. The Commission does not condone the illegal duplication of software or any other form of criminal activity. Employees who engage in such activity are also subject to discipline under the Commission's disciplinary policies.

The Commission complies with all software copyrights and terms of all software licenses. Commission employees may not duplicate licensed software or related documentation. Any such duplication may result in liability for civil or criminal penalties.

Software owned by the Commission may not be copied to external systems unless the license agreement allows such use and the MIS Manager has approved the installation.

Users may not modify or otherwise alter any software owned by the Commission.

12.5 SECURITY

Electronic information is a valuable asset to the Commission. The goal of computer system security is to protect information from unauthorized or inappropriate access or modification.

12.5.1 PASSWORDS

Users are responsible for safeguarding their passwords for access to the computer system. Individual passwords should not be printed or stored online, and should be changed periodically to ensure security of the system. Users are responsible for all transactions made using their passwords. No user may access the computer system with another user's password, without management authorization.

While users may have a confidential password, this does not imply that they have an expectation of privacy in anything they view, create, store, send, or receive on the computer system. Commission management has access to all data stored on its computer system, regardless of whether the data has been encoded with an individual user's password.

Users may not add additional security or passwords to their workstations or files without written authorization from the MIS Manager. All current and changed passwords must be registered with the MIS Manager.

12.5.2 ENCRYPTION

Users may not install or use encryption software on the computer system without first obtaining written permission from management. Users may not use passwords or encryption keys that are unknown to management.

12.5.3 ACCESS

Users may not alter or copy a file belonging to another user without first obtaining permission from the owner of the file, or other appropriate authorization. Users may not use the computer system to access the files or e-mail of other users without proper authorization. In addition, users may not attempt to gain unauthorized access to restricted areas on the computer system or attempt to circumvent or otherwise tamper with the Commission's computer security measures.

Users may not use the computer system to access other computer systems or networks unless specifically authorized by the operators of those systems.

Each user is responsible for ensuring that his/her use of outside computer systems and networks, such as the Internet, does not compromise the security of the Commission's computer network. This responsibility includes taking reasonable precautions to prevent outsiders from accessing the Commission network without authorization and to prevent the introduction and spread of viruses.

To maintain computer system security, users are required to signoff all systems when they will be away from their computer for more than fifteen minutes. Users that will be away from their work site should physically secure their computers by locking office doors, whenever possible.

12.5.4 VIRUS DETECTION

Viruses can cause considerable damage to computer systems. Each user is responsible for taking reasonable precautions to avoid introducing viruses into the computer network. To avoid virus contamination of the system, all files transferred from a disk, jump drive, or other media and anything downloaded from the Internet or computer systems outside of the Commission network, must be scanned for viruses before being loaded onto the Commission computer system. Items that must be scanned include disks brought from home, files downloaded from the Internet, e-mail attachments, files from vendors, etc.

E-mail attachments that originate from persons unknown to the user should never be opened.

12.6 INTERNET

12.6.1 USE

Internet access is limited to those employees who demonstrate a legitimate business need. The Internet must be used primarily for work-related purposes. Limited personal use during lunch breaks, rest breaks or other non-work time is acceptable. However, such use must not interfere with the performance of work duties and must be consistent with the Respectful Workplace Policy.

To ensure security and avoid the spread of viruses, users accessing the Internet through a computer attached to the Commission computer network must do so through a management-approved Internet firewall. Accessing the Internet directly is strictly prohibited.

12.6.2 PROHIBITED ACTIVITIES

Material that is harassing, sexually explicit, discriminatory, profane, obscene, or intimidating, may not be displayed or stored on the computer system or downloaded from the Internet.

Users may not use the computer system for entertainment purposes, including downloading games to their workstations or playing games over the Internet.

12.6.3 DOWNLOADS

All software, music or video clips, updated virus definitions, program updates or any other files downloaded from the Internet, newsgroups, bulletin boards, or other online services should be done through the network server by the MIS department and then distributed to individual users.

No downloads may be performed without prior authorization from the MIS Manager.

12.6.4 MONITORING

Employees do not have an express or implied personal privacy right in any information created, sent, received, or accessed with the Commission's Internet system. Although the Commission does not intend to routinely monitor Internet use, it may do so to maintain the integrity and efficiency of the system, prevent and discourage unauthorized access and system misuse, retrieve business-related information, or investigate reports of misconduct or misuse. The existence of passwords does not restrict or eliminate the Commission's ability or right to monitor Internet use.

Any information obtained through the above monitoring or review may be disclosed to third parties without prior notification to users.

12.6.5 BLOCKING INAPPROPRIATE SITES

The Commission may use software to block access to sites identified as inappropriate for business use. If a user encounters sexually explicit or other inappropriate material when accessing the Internet, the user must immediately disconnect from the site, whether or not the site was blocked by the computer system.

12.7 E-MAIL

12.7.1 USE

The e-mail system must be used primarily for work-related purposes. Limited personal use during lunch breaks, rest breaks, or other non-work time is acceptable. However, such use must not interfere with the performance of work duties and must be consistent with the Respectful Workplace Policy. Only the Lotus Domino/Notes e-mail accounts set up for each user by Commission management may be used. "Hotmail" and similar types of e-mail systems may not be accessed through the computer network.

12.7.2 GENERAL GUIDELINES

Electronic messages should be written using the same standards of care and professionalism used for other forms of business writing. Accurate content and correct spelling and grammar are important considerations. E-mail messages should not be typed in all upper-case letters as this is not only difficult to read, but also is perceived as shouting. Since e-mail may be stored indefinitely on a number of computer systems, it should not be considered to be private or secure, as many people, other than the original addressee, may view it.

The e-mail system is configured to automatically add the following notification, and it should be included on every e-mail message:

This e-mail and any files transmitted with it are privileged and confidential and are intended only for the use of the individual or entity to whom they are addressed. If you are not the intended recipient, please be advised that you have received this e-mail in error and that any use, dissemination, distribution, printing or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please immediately telephone Grand Rapids Public Utilities at 218-326-7024 (collect). We will reimburse your reasonable expenses incurred in notifying us.

12.7.3 PROHIBITED ACTIVITIES

Material that is harassing, sexually explicit, discriminatory, profane, obscene, or intimidating may not be sent by e-mail or any other form of communication. Users that encounter inappropriate e-mail should report the occurrence to their supervisor.

Users may not send anonymous e-mail messages.

12.7.4 SENSITIVE COMMUNICATIONS

In general, e-mail should not be used to transmit sensitive material such as employee reprimands or other confidential information.

To protect the attorney-client privilege, e-mail sent to attorneys should include the following header on each page: "ATTORNEY-CLIENT PRIVILEGED; DO NOT FORWARD WITHOUT PERMISSION." Care should be taken when sending these messages to ensure they are directed to the intended person(s). Consideration should also be given to encrypting communications with attorneys (or other sensitive communications) to ensure that messages are not disclosed to unintended parties.

12.7.5 MONITORING

Employees do not have an express or implied personal privacy right in any matter created, sent, received, accessed, or stored with the Commission's e-mail system. Although the Commission does not intend to routinely monitor e-mail, it may monitor the system and access information or messages stored on the system to maintain the integrity and efficiency of the system, prevent and discourage unauthorized access and system misuse, retrieve business-related information, investigate reports of misconduct or misuse, reroute or dispose of undeliverable e-mail, or respond to lawful requests for information, including requests from law enforcement agencies. The existence of passwords or "message delete" functions does not restrict or eliminate the Commission's ability or right to access information or messages stored on the Commission's e-mail system.

12.7.6 COMPLIANCE WITH APPLICABLE LAWS

When using the e-mail system, users must comply with all applicable state, federal and international laws governing intellectual property, data disclosure and online activities.

12.7.7 OTHER POLICIES

When using the e-mail system, users must comply with all other Commission policies including, the Respectful Workplace Policy.



**GRAND RAPIDS
PUBLIC UTILITIES**
Service is Our Nature

Item 4.

COMMISSION POLICY

Electric Department Rules

Category:
Electric

Subcategory:
General

Policy Number:
4.1.001

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Section I – Introduction

This policy was developed to be used as a guide by Grand Rapids Public Utilities (GRPU) personnel and to provide each customer the greatest practicable latitude in the use of service consistent with reliable, economical and safe service to all customers. The Grand Rapids Public Utilities Electric Department Rules is on file at the Grand Rapids Public Utilities office, 500 SE 4th Street, Grand Rapids, MN 55744, Telephone: 218-326-7024, Fax: 218-326-7499. Copies are obtainable by any customer upon request made in person, telephone, by email, or by mail at the GRPU office. The result of using this manual should be consistent, logical and fair treatment of GRPU customers in regard to electric service issues.

Legal ramifications of these policies are addressed in various parts of applicable code and regulations.

1. Definitions

The following terms when used in these Service Regulations, in Rate Schedules and in Service Agreements, shall, unless otherwise indicated, have the meanings given below:

Customer: Any individual, partnership, association, firm, public or private corporation or governmental agency having GRPUC's electric service at any specified location.

Customer Extension: Any branch from, or continuation of, an existing line to the point of delivery to Customer, including increases in capacity of any of GRPUC's existing facilities, or the changing of any line to meet the Customer's requirements, and including all transformers, service drops and meters.

Customer's Installation: In general, all wiring, appliances and apparatus of any kind or nature on Customer's side of the point of delivery (except GRPUC's meter installation), useful in connection with Customer's ability to take electric service.

Electric Service: The supplying of electric power and energy, or its availability, irrespective of whether any electric power and energy is actually used. Supplying of service by GRPUC consists of the maintaining by it, at the point of delivery, of approximately the agreed voltage and frequency by means of facilities adequate for carrying Customer's contracted load.

GRPUC: Grand Rapids Public Utilities Commission a municipal corporation established under M.S.A. 412.321 – 412.391.

Meter: The meter or meters, together with auxiliary devices, if any, constituting the complete installation needed to measure the power and energy supplied to any Customer at a single point of delivery.

Month: An interval of approximately thirty days between successive meter reading dates, except when the calendar month is specified.

Notice: Unless otherwise specified, a written notification delivered personally or mailed by one party to the other at such other party's last known address, the period of notice being computed from the date of such personal delivery or mailing.

Point of Delivery: The end of GRPUC's service drop, or the point where GRPUC's wires are joined to Customer's service entrance conductors or apparatus, unless otherwise specified in Customer's Service Agreement. For underground services the point of delivery is either the top or first connection at the meter base, or the first connection into the current transformer metering cabinet

Service Agreement: The agreement or contract between GRPUC and Customer pursuant to which service is supplied and taken.

Service Drop: The wires, owned by GRPUC, connecting GRPUC's distribution mains to Customer's service entrance conductors.

Service Entrance Conductors: The wires provided by the Customer extending from Customer's main line switch or center at which circuits originate, to the terminal of the GRPUC's service drop.

2. Electrical regulations

a. Purpose

The primary purpose of these regulations is the practical safeguarding of persons, of buildings and their contents from hazards arising from the use of electricity for light, heat, power, radio and television signaling, and other safeguards to life and property. The National Electric Code Standards of the National Board of Fire Underwriters as approved by the American Standards Association are minimum requirements for electrical wiring and installations. Other requirements, as may be adopted by the Grand Rapids Public Utilities Commission, are included herein and shall be complied with by all licensed electricians or customers working within the jurisdiction of the Grand Rapids Public Utilities service area. Grand Rapids Public Utilities operates under the National Electric Safety Code.

b. General

All electrical wiring, apparatus, and equipment for electric light, heat, and power, shall comply with rules and regulations of the Grand Rapids Public Utilities, and the latest edition of the National Electric Code. This includes compliance with the Railroad and Warehouse Commission, the Commissioner of Insurance, or the Industrial Commission, as applicable, the Minnesota Building Code and any other code as adopted by a governmental agency applicable to safe and adequate electric wiring and installation of equipment. Deviations from the regulations may be made only at the discretion, and with the approval of, the General Manager or the Electric Department Manager, Grand Rapids Public Utilities.

c. Access

The Utility shall have access at all reasonable hours to meters, service connections and other property owned by it which may be located on customer's property. Access shall be provided for purposes of installation, maintenance, reading, checking or removal if necessary. Failure to provide access shall result in termination of service until it has been provided. It shall also be a requirement that the electric meter shall be located outside the building before service will be restored.

d. Service continuity

The Utility will do all it can, when practical, to supply continuous service to its customers. It does not assume direct liability for loss or damage to persons or property due to its service, or as a result of failure of the service, interruptions, or variation because of an act of God, strikes, or any causes beyond the Utility's control.

The Utility reserves the right to curtail or temporarily interrupt the customer's electrical service, when necessary, to make repairs, and replacement changes to the Utility's facilities, either on or off the customer's premises, or during emergencies, when power may not be available on a short term basis.

3. Inspection

a. Affidavits

Any electrical wiring within the service area of Grand Rapids Public Utilities requires a Certificate (Affidavit) of Electric Inspection issued and obtained by a licensed Master Electrician or from the State Electrical Inspector. Prior to connection to the Grand Rapids Public Utilities electrical system, this Certificate (Affidavit) will be verified to be complete by the utility.

b. Connection refusal

Refusal to permit the inspector to properly examine the wiring will be cause for Grand Rapids Public Utilities to refuse to connect the premises to electrical service or to discontinue the existing service until such time as the wiring may be inspected. Service connection may also be refused if the wiring is not completed in conformance with the National Electric Code as determined by the Electrical Inspector.

4. Customer Classification

a. Residential customers

A residential customer is defined to include each separate house, flat, or other living quarters occupied by a person or persons constituting a distinct household using energy for general illumination, for operating household appliances, and space heating. Residential lighting use may be extended to include the use of energy for lighting private garages, private barns, or buildings which are adjacent to, connected with, and used exclusively for the residence being served.

b. Apartment houses

In buildings having two or more apartments (as defined below), each apartment shall be considered a single-family dwelling. The electrical circuits of each apartment building or portion of a building used for apartments which was constructed or materially changed, with the exception of apartment buildings constructed solely for occupancy by the elderly pursuant to a governmentally subsidized housing program, shall be arranged to permit the consumption of electricity by each apartment to be individually metered. GRPU will install meters to measure the consumption of electricity and will separately bill each individual apartment on the applicable rate schedule. Service shall not be submetered or resold at a higher rate than purchased from GRPU.

An apartment is defined as a portion of a building consisting of two or more rooms completely equipped for living purposes.

c. Non-demand customers

A commercial customer is defined to include each separate business enterprise, occupation, or institution taking service through a single meter, occupying for its exclusive use any unit or units of space (such as an entire building, entire floor, suite of rooms, or a single room), and using energy or the illumination of such space and for such incidental use as the schedule of rates applicable to the particular installation may permit.

Where a commercial unit and one or more residential units are combined so as to obtain electric service through one meter, the commercial rate shall apply.

Where a single business enterprise, or institution, occupies more than one unit of space in the conduct of the same business, each separate unit will be metered separately and considered a distinct customer, unless the customer makes the necessary provisions for approved circuits and loops by which to connect the different units to permit the metering of all the energy in the various units through one meter.

d. Demand customer

A demand customer is defined to include each separate business, enterprise or institution occupying, for its

exclusive use, any unit or units of space (such as an entire building, entire floor, suite of rooms, or a single room), which falls under the applicable Grand Rapids Public Utilities demand rate customer policy.

Where a single business, enterprise or institution occupies more than one unit of space in the conduct of the same business and requires energy for power purposes (as defined herein in each unit of space), each unit will be metered separately and considered as a distinct customer unless the customer makes the necessary provisions for approved circuits and loops by which to connect the different units to permit the metering of all the energy used for power purposes in the various units through one meter.

e. Types of service

Types of service that may be available from Grand Rapids Public Utilities are as follows:

120/240 volt, 3 wire, single phase

240/480 volt, 3 wire, single phase

120/208 volt, 4 wire, 3 phase

277/480 volt, 4 wire, 3 phase

Any other voltage such as delta configuration shall be discussed with the Utility before installation. Primary metered or medium voltage services may be available when required.

f. Large load requirements

Any large loads that are to be added to the Utility system must be discussed well in advance of the installation, as it may require considerable work to make this available.

5. Meters - general rules

a. Complaints

On complaints concerning high bills, and where a meter check is requested, the Utility will test the meter using calibration equipment under generally accepted industry procedure.

If a customer requests the removal and testing of their electric meter because of high bills, they shall deposit with the Utility the sum of the electric meter test fee in accordance with the applicable Grand Rapids Public Utilities policy and it shall be paid prior to removing the meter for test.

If the meter is found to be accurate within plus or minus three percent (3%), the fee will be retained by the Utility. If the meter is found to be in error beyond these limits, the Utility will bear the cost of testing and return the meter test fee and adjust the customer's bill in the amount of the error for the past six (6) month period.

b. Sealing meters

Meters, service entrance switches, and service entrance outlets are sealed by the Utility. Such seals shall not be broken or tampered with without the consent of the Utility except in cases of emergency. The Utility should be notified as soon as possible after a seal has been broken.

c. Metering facilities

By-Pass meter sockets shall be installed on the exterior of the building suitable for radio reads closest to the utility transformer as practical as determined by Grand Rapids Public Utilities and located at a point four and one half (4 ½) feet above grade. Services that require current transformer cabinets or secondary connection cabinets shall have their meters located closest to the cabinet as practical. Current transformers shall not be

located within the Utility transformer enclosure, and shall be located within a dedicated current transformer and secondary connection cabinet. Meters shall not be installed on the utility poles.

The Utility shall supply and retain ownership of all utility meters and metering current transformers.

Off Peak metering shall be at the same location as main meter, as described above.

Any meter located other than in the above fashion, shall be cleared by the Utility prior to installation, or it shall be changed by the customer, at their expense, to conform to the Utility standards.

d. Failure of meters to register properly

In all cases where a utility meter, because of improper adjustment or defective parts, is found to be registering outside the allowable limits of error, correction in the customer's billing will be made as per the applicable Grand Rapids Public Utilities policy.

e. Unmetered energy

When the Utility has reasonable evidence that a customer is obtaining their supply of electricity, in whole or in part, by means of devices or methods used to stop or interfere with the proper metering of the utility service being delivered to their equipment, the Utility reserves the right to estimate and present a bill for service unmetered as a result of such interference. Such bill shall be payable subject to a twenty-four (24) hour disconnection of service.

GRPU will consider depending on circumstance contact or make a report to local law enforcement for theft of utilities.

The customer will be required to pay the Utility for any and all damages to its equipment on the customer's premises due to such stoppage or interference with its metering.

The customer must further agree to comply with reasonable requirements to protect the Utility against further losses.

f. Meter malfunction

When stoppage has been made to occur or interference has been found in connection with electric service metering, and the meter is located inside the building, the customer shall be required, at their own expense, to place all of their inside service and metering facilities outside the building.

Should the Utility subsequently have reasonable evidence that said customer is receiving any utility service, either wholly or partly, unmetered, either in their name or for their use, the Utility reserves the right to discontinue all utility service until proper restitution has been made.

g. Number of meters

Customers shall be furnished one service and one meter to measure energy consumption on their premises unless otherwise approved by the Utility. This shall service all buildings that are electrically combined and are part of that complex. Additional meters shall be supplied for different rate programs such as but not limited to: off peak heating, time of use rates.

If a customer requires redundant service, the Grand Rapids Public Utilities must be advised as soon as possible so the feasibility of such service can be determined. If the Grand Rapids Public Utilities determines that redundant services can and will be provided, the customer will be required to reimburse the Grand Rapids Public Utilities for the entire cost of the additional services, including all labor and materials. An agreement between the customer and the Grand Rapids Public Utilities may also be executed.

If for some reason, the customer requests and is granted a second meter on their premises, it shall be treated as a separate and individual customer.

h. Redistribution of energy

All energy sold by the Utility is to be used by the customer for the purposes designated or implied in the rate schedule applicable to their particular installation. Energy so sold may not be resold or redistributed to other metered users unless specifically approved by the utility. Energy sold by the Utility to customers such as apartments, mobile home parks, or similar may be compensated by tenants for purchase of power from the Utility but not at a higher rate than purchased from the Utility.

6. Underground and overhead services

a. General

Underground services shall be installed in residential or commercial areas wherever practical as determined by the Utility. Any existing service, that is to be replaced, must be installed underground wherever practical.

All Commercial/ Industrial service entrances, through the service disconnecting device(s) shall be installed by a licensed electrician qualified by the State Board of Electricity. All residential service entrances, through the service disconnecting device(s) shall be inspected and approved by the State Electrical inspector.

b. New area development

Total underground service, both primary and secondary, will be made available in new area developments. Before this type of underground service can be made available, the subdivider must provide a ten (10) foot combined utility easement on the property if not already available. Final grades must be established before the system is installed, and ground brought to grade within at least six (6) inches from the final grade level. Large filled areas must be compacted to prevent settling. Lot boundaries shall be marked by the subdivider or owner prior to installation.

The subdivider shall pay up front all costs incurred by the Utility for the construction of the primary electric service less costs solely for the purchase of transformers and for individual services. Costs for individual services including but not limited to additional primary cable, cabinets, transformers, and secondary electric services will be paid for by either the Contractor constructing the structures, or by the customer if already established for the lot. If the transformer is to serve more than one customer, each customer will only pay for their portion of the shared infrastructure evenly divided between each customer served by the transformer. Infrastructure solely dedicated to each customer shall be paid for by the individual customer.

c. New residential service

New residential services shall be located underground and shall extend from the source designated by the Utility to the meter socket. Electrical contractor shall supply the appropriate meter socket. Grand Rapids Public Utilities will furnish and install the meter. Services shall be located entirely within the boundaries of the property served and the adjoining public right-of-way to the source of power designated by the Utility. Service entrance shall be located as follows:

At service pedestal on meter post which will be located as close to the transformer as practical. Owner furnishes, installs, and maintains secondary conductor from service pedestal to the residence. Utility furnishes, installs, and maintains secondary conductor from transformer to the pedestal.

d. Residential service replacements

Residential services to be replaced for any reason shall be placed underground and shall comply with the requirements of Section 5.c. - New residential service, where practical.

e. Underground service construction

Underground electric service depth shall be a minimum of twenty-four (24) inches for low voltage secondary cable less than 600 volts, and a forty-two (42) inches for medium voltage primary cable greater than or equal to 600 volts below the final grade. Conductor shall be installed in as straight a line as possible from power source to meter or service entrance. If trenched in, conductor shall be laid slack in trench. Conductor trench shall be

back-filled and compacted with a good fill material, free of rocks and foreign material to prevent damage to cable. Conductor may also be bored or plowed in as a method of installation.

If owner requires electrical services after ground is frozen, owner can provide a trench of required width and depth at no cost to the Utility or Utility can provide a trench at an additional charge.

f. New single phase underground service supplied to new customer in established areas

Customer must supply trench and restoration and must comply with all other Utility policies.

g. Maintenance of underground services

The Utility reserves the right to cause the underground service to be replaced if such cable is damaged, overloaded, and hazardous or for any condition deemed necessary by the Utility.

The customer and their agents shall not perform work in or on service pedestals, transformers, switching cabinets, vaults, manholes, junction boxes, poles, or towers owned by the Utility.

h. Underground commercial/industrial (non-demand/demand)

All commercial and industrial service entrances shall be wired by a licensed electrician, so qualified by the State Board of Electricity. Commercial and industrial services shall be underground except by written authority of Grand Rapids Public Utilities.

The owner shall be responsible for the service entrance to the source of power as determined by the Utility. This includes the removal and replacement of sidewalks and/or pavement as necessary to provide complete service entrance continuity.

i. Overhead service construction (used only as an exception)

An overhead drop shall be furnished by the Utility to a suitable support on the customer's premises. This support shall be located so that the service wire will not cross over the building.

Customer's portion of the service shall consist of conduit, a weather-head, and wire furnished by the customer, and attached to their building. Tails shall be left on the customer service wires extending a minimum of three (3) feet beyond the weather-head. The neutral wire shall be identified and shall be continuous (no cut) from the weather-head to the entrance switch (unless otherwise approved by the Utility).

The service mast shall extend above the roof a distance of thirty (30) inches, and must use conduit with a minimum size of two (2) inches, terminating just above the meter connection.

If it is necessary that this service extend unusually high above the roof, the pipe size shall be increased accordingly, to give suitable strength to support the utility service connection. If the conduit is not increased in size, a tie to the building must be supplied by the customer to support the service wires.

The point of attachment to the customer's premises shall be high enough to allow for clearance above ground to allow for vertical clearance of conductors as per the National Electric Safety Code.

j. Service termination

No service shall be cut at any time by the customer and they shall not break the seal or remove the meter for any reason. The Utility must be notified and they will make any adjustments necessary. If this rule is not complied with, suitable penalties shall be imposed on the one interfering with this service.

k. Service relocation

When the utility pole or service pedestal must be replaced or relocated because of a request from the customer, the customer is responsible for reimbursing the Utility the cost of moving or replacing the underground service.

If the Utility replaces or relocates the pole or service pedestal of its own volition, the Utility is responsible for the expense of moving or replacing the underground service.

7. Temporary Service

a. Construction

Temporary service for construction purposes may be obtained upon compliance with the provisions of the Certificate (Affidavit) of Electrical Inspection and payment of the required fee plus customer deposit for service as per Utility policy.

b. Extensions

Temporary extensions of primary and/or secondary distribution shall be extended under the following rules:

The customer will reimburse the Utility for its expenditures in extending service.

The "cost of extending service" includes all items of labor and materials, with the customary overhead charges necessary to furnish the customer with the service requested. It shall also include any costs involved in the dismantling of materials and their return to stock. Where materials dismantled have a salvage value, the "cost of extending service" will be credited with such salvage value.

The Utility will require the customer to make an advance deposit sufficient to cover "cost of extending service" and the estimated bill for energy.

A connection to a permanent service for power used during construction is not considered to be Temporary Service under these rules.

c. Measurement and costs

All energy will be measured at one standard voltage at some convenient point designated by the Utility.

The customer will make necessary arrangements and provide for the necessary equipment in the event more than one voltage is required.

The cost of all construction (labor and materials) necessary to distribute energy on the premises occupied by the customer will be borne by the customer.

d. Construction safety

No connections will be made to any temporary switch unless it conforms to the current Utility standards and the National Electric Code.

All temporary services shall be equipped with ground fault equipment as required by the National Electric Code.

All temporary service shall be maintained in a safe manner so that injury to persons shall not result from contact with it in any manner. This shall only remain as temporary for a reasonable length of time and must be changed to a permanent one when directed by the Utility.

e. Deposits and fees

All deposits for electrical services shall be in accordance with the deposit rules as set forth by the Utility.

8. Service Extension

a. General

The following rules shall govern the extension of GRPU's electric distribution lines and service connections in all areas served by GRPU to all classes of retail Customers requiring GRPU's standard single or three phase electric distribution service.

The standard type of extension shall be the most feasible and economical as determined by GRPU and shall be constructed in accordance with reasonable engineering standards. When conditions require extensions from or connections to lines of voltages other than the standard voltage or where line construction other than

GRPU's standard construction is required including alternate feeders, GRPU reserves the right to make adjustments to these rules for such non-standard extensions.

Facilities on the Grand Rapids Public Utilities side of the point of delivery shall at all times remain the sole property of GRPU, regardless of any contributions in aid of construction paid by Customers. When meter pedestals have been installed by GRPU, Customer shall be responsible for installing and will remain the sole property owner of all facilities on Customer's side of the meter. In the case of overhead service drops, Customer shall be responsible for installing and will remain the sole property owner of all facilities on Customer's side of the service drop. In case of cancellation of Customer's service agreement for any cause, GRPU shall have the right to remove all facilities installed for serving Customer.

b. Extension cost

The "Extension Cost" is the estimated cost of extending lines and the addition or relocation of facilities to serve new Customers or new loads. This shall be the total cost of extending the line, including all branch or lateral lines, but excluding the cost of transformer, current transformers, meter, and any system betterment's.

c. Contributions

The "Contribution in Aid of Construction," hereafter referred to as Contribution, is the additional amount required to support the GRPU's Extension Cost. Where a line extension other than GRPU's standard type extension is required, including alternate feeders, a Contribution shall be required to support any additional cost of such non-standard extension.

d. Basis for making extensions for permanent service

If the Extension Cost does not exceed Customer Service Allowance of \$950 and GRPU's standard type construction is used in making the extension, Customer shall not be required to make payment to GRPU for the Extension Cost. If the Extension Cost exceeds \$950, customer must pay Company in advance a Contribution for the Extension Cost in excess of \$950.

For multi-resident housing units such as apartments, multi-unit townhouses, resident care facilities, or similar, Customer must pay Company in advance a Contribution for the Extension Cost in excess of \$950 per transformer serving these facilities as deemed necessary by the Utility Engineer.

e. Conversion from overhead to underground

When Customers request conversion of existing overhead electric service facilities to underground facilities, GRPU may at its discretion make such conversions subject to the following conditions:

When an overhead service drop is replaced with an underground service drop, Customer shall pay Contribution to the GRPU equivalent to the GRPU's total estimated installed cost of the underground service drop plus the estimated undepreciated balance of the overhead service drop being replaced less the estimated replacement cost of the existing overhead service drop.

When overhead distribution lines and service drops are replaced with underground facilities:

All property owners on contiguous lots served by the distribution line or a portion thereof, which will be converted, are agreeable to the conversion.

Satisfactory easements and right-of-way necessary for the installation, operation and maintenance of the underground system can be furnished without expense to the Company.

Property owners shall pay a Contribution to the GRPU equivalent to the installed cost of the underground system plus the estimated undepreciated balance of the overhead system being replaced less the replacement cost of the existing overhead system.

f. Special conditions

Construction of an extension will commence when the following conditions have been met.

Agreements, when required, shall have been executed by each Customer and accepted by GRPU specifying initial contract period, guaranteed annual revenue, and any Contribution.

Each Customer has paid to GRPU his/her share of any Contribution.

Satisfactory right-of-way necessary for the construction, operation and maintenance of the extension (including any tree trimming rights) both for the purpose of providing access to the extension on Customers' premises and for continuing the extension to other Customers, has been furnished without expense to the GRPU.

The extension cost will include excess installation costs incurred by the GRPU because of special conditions that impede the installation of distribution facilities. Such special conditions include, but are not limited to ground frost, surface or subsurface impediments and submarine installations. Surface or subsurface impediments may include, but are not limited to: rock, bedrock, sub-surface structures and wetlands.

9. Motors

a. Authority

Special permission shall be obtained from proper authorities of the Utility to install any motor larger than ten (10) HP on residential service lines. On commercial service, motors of twenty-five (25) HP or larger may require reduced voltage starters as determined by the Utility.

b. Power factor

If the power factor drops below 95% due to the operation of a large motor or a number of smaller motors in an establishment, suitable corrections must be made.

All motors operating at 220 volts or more, larger than 3 HP shall have capacitors to correct for power factor and these capacitors shall be energized when the motor is operating.

10. Generators

To prevent a hazard to personnel and damage to Utility equipment, whenever approval has been given for stand-by generation, the customer shall install an approved double throw switch. This switch shall completely disconnect the Utility service from the customer's system whenever the generator is used.

11. Permits

a. Responsibility

The contractor shall be responsible for any damages to the property of the utility resulting from not following the guidelines of Gopher State One-Call. A violation of these regulations shall constitute a misdemeanor.

12. Policy history

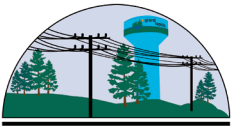
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**GRAND RAPIDS
PUBLIC UTILITIES**
Service is Our Nature

Item 4.

COMMISSION POLICY

Electric Distributed Generation & Net Metering

Category:
Electric

Subcategory:
Distributed Energy

Policy Number:
4.2.010

PURPOSE:

With this policy, the Commission establishes the application procedure and qualification criteria for all customers for the delivery, interconnection, metering and purchase of electricity from distributed generation facilities and to comply with applicable laws and rules governing distributed generation.

POLICY:

For purposes of this policy, the following terms have the meaning given them:

- A. **Net Metering/Net Billing** - the process whereby the customer and the utility compensate each other based on the difference in the amount of energy each sells to the other at the net metered facility.
- B. **Net Metered Facility** - an electric generation facility constructed for the purpose of offsetting energy use through the use of renewable energy or high efficiency generation sources.
- C. **Average Retail Energy Rate** - the average of the retail energy rates, exclusive of special rates based on income, age, or energy conservation, according to the applicable rate schedule of the utility for sales to the class of customer of which the customer/qualifying facility belong.
- D. **Avoided Costs** - the incremental costs to the utility of electric energy or capacity or both which, but for the purchase from the qualifying facility, the utility would generate itself or purchase from another source.
- E. **Interconnection Rules** - means any applicable Utility Cogeneration Rules developed in accordance with Minnesota Statutes 216B.164 and 216B.1611 that include issues outlined in the State of Minnesota Interconnection Process for Distributed Generation Systems, Distributed Generation Interconnection Requirements, General Interconnection Application, Engineer Data Submittal and Interconnection Agreement.
- F. **Interconnection Application** - the form to be used by the customer to submit its formal request for interconnection to the utility and which shall be substantially similar in form to that Application attached as Exhibit A to this policy. The customer signature on the interconnection application indicated the customer shall follow the steps outlined in the Utility Cogeneration Rules and the State of Minnesota Interconnection Process for Distributed Generation System. The interconnection between the qualifying facility or net metered facility and the utility must comply with the requirements as stated in the State of Minnesota Distributed Generation Interconnection Requirements.
- G. **Contract** - the written agreement between the customer/qualifying facility and the utility, as established in the Utility Cogeneration Rules.

- H. **Total Generator Nameplate Capacity** - the total kW output of a qualifying facility's generator. For purposes of this definition total output is determined by the nameplate capacity rating, or in the event that the nameplate capacity is not less than 40 kW, then the existence of any variable speed drive or other limiting device shall be factored into determining total generator nameplate capacity. The customer must fully, accurately and completely disclose in its interconnection application to the utility, the technical specifications for any capacity limiting device contemplated and the customer shall furnish the utility with any factory manuals or other similar documents requested from the utility regarding such limiting or other control devices which factor into the calculation of total generator nameplate capacity.
- I. **Measured Capacity** - for purposes of determining capacity, it shall be measured based on the highest fifteen (15) minute average demand of the unit in any one billing period.
- J. In the event an inconsistency exists between terms in this policy and those established by Statute, Rule or Court Order, then the definition so established shall supersede the definition used in this policy and shall govern.

All customers are eligible for distributed generation, interconnection with the utility's distribution system and application of net metering upon the following terms and conditions.

1. The customer must meet the eligibility requirements set forth in the federal Public Utility Regulatory Policies Act of 1978 (PURPA) *18 C.F.R. 292.303, 292.304 and Minnesota's Distributed Generation laws. Minn. Stat. §216B.164.
2. The customer shall complete, sign and return to Utility an Interconnection Application in the form prescribed in Exhibit A hereto. The Application shall be approved by Utility prior to the customer beginning the project.
3. The customer shall enter into a written contract with the Utility using the uniform utility contract contained in the Utility Cogeneration Rules.
4. The qualifying facility shall pay the Utility for all reasonable costs of interconnection including those costs outlined in Minnesota Statute 216B.164, the Minnesota Interconnection Process, and the Minnesota Interconnection Technical Requirements as established in PUC Docket CI-01-1023.
5. The qualifying facilities total generator nameplate capacity shall be less than 40 kW and the facility shall operate at a measured capacity of less than 40 kW at all times.

6. The Utility may limit the capacity and operating characteristics of distributed generation single phase generators in a manner consistent with the utility limitations for single phase motors, when necessary to avoid a qualifying facility from causing problems with the service of other customers.
7. The Utility may require the qualifying facility to discontinue parallel generation operations when necessary for system safety.
8. The power output from the qualifying facility must be maintained so that frequency and voltage are compatible with normal utility service and do not cause that service to fall outside the prescribed limits of interconnection rules and other standard limitations.
9. The qualifying facility shall keep in force liability insurance against personal or property damage due to the installation, interconnection, and operation of its electric generating facilities. The amount of insurance coverage shall be the maximum amount of said insurance for a qualifying facility or net metered facility as outlined in the State of Minnesota Distributed Generation Interconnection Requirements.
10. Failure of the qualifying facility to operate its generators at a measured capacity below the 40 kW capacity limit established by M.S. 216B.164, Sub. 3 and as contemplated by this policy, shall result in the following. The Utility will notify the customer/qualifying facility of the fact that its generating equipment has failed to operate below the 40 kW maximum capacity and will provide the customer/qualifying facility with the date, time and kW reading that substantiate this finding.
11. The Utility shall compensate the customer/qualifying facility for all metered electricity produced by said qualifying facility during the thirty (30) day period during which the failure occurred, at the Utility's Generation and Transmission Supplier's avoided cost rate.
12. The Utility shall continue to pay the customer/qualifying facility for subsequent electricity produced and delivered pursuant to this distributed generation agreement, at the Utility's Generation and Transmission Supplier's avoided cost rate until:
 1. The problem with the generator that caused it to operate at or above the statutory maximum capacity has been remedied; and
 2. The Utility has been provided documentation adopted by a Minnesota Professional Engineer that confirms the problem with the generator has been remedied.
13. Any customer account eligible for net metering and the net billing rate may

not be eligible for any other load management discounts unless agreed to by the Utility.

14. Payment for the purchase of distributed generation electricity herein shall be in the form of a credit on the customer's monthly billing invoice or paid by check or electronic payment to the customer within fifteen (15) days of the billing date, whichever is selected and indicated in the Contract.
15. The customer must be, and continue to be, current with payment on its electric account with Utility.
16. The customer must not enter into any arrangement that violates the Utility's exclusive right to provide electric service in its service area under Minnesota Statutes §216B.40.
17. In the event that the distributed generator fails to meet the requirements of this policy for a Total Generator Nameplate Capacity of less than 40 kW, and fails to satisfy the corrective requirements set forth in Section 12 above, then Utility will have the right to (1) cancel the Contract with the owner of the distributed generator, and (2) enter into a new contract with the owner of the distributed generator that, among other changes, adjusts the distributed generator's rated capacity and specifies avoided cost pricing for the distributed generator's output. To the extent that the Utility does not have the obligation to make purchases from qualifying facilities of 40 kW or greater due to transfer of the obligation to the Utility's wholesale supplier that has been approved by the Federal Energy Regulatory Commission, the new agreement will be between the Utility's wholesale supplier and the distributed generator. In either case, Utility (and as applicable Utility's wholesale supplier) and the owner of the distributed generator will cooperate in the transition from the form of contract set forth in the Utility's adopted cogeneration rules to a new form of contract appropriate to a distributed generator with a capacity of 40 kW or greater.

Rules

Governing the Interconnection of

Cogeneration and Small Power Production Facilities

With Grand Rapids Public Utilities

Part A. DEFINITIONS.

Subpart 1. Applicability. For purposes of these rules, the following terms have the meanings given them below.

Subp. 2. Average retail utility energy rate. "Average retail utility energy rate" means, for any class of utility customer, the quotient of the total annual class revenue from sales of electricity minus the annual revenue resulting from fixed charges, divided by the annual class kilowatt-hour sales. The computation shall use data from the most recent 12-month period available.

Subp. 3. Backup power. "Backup power" means electric energy or capacity supplied by the utility to replace energy ordinarily generated by a qualifying facility's own generation equipment during an unscheduled outage of the facility.

Subp. 4. Capacity. "Capacity" means the capability to produce, transmit, or deliver electric energy, and is measured by the number of megawatts alternating current at the point of common coupling between a qualifying facility and the utility's electric system during a 15-minute interval period.

Subp. 5. Capacity costs. "Capacity costs" means the costs associated with providing the capability to deliver energy. The utility capital costs consist of the costs of facilities from the utility and the utility's wholesale provider used to generate, transmit, and distribute electricity and the fixed operating and maintenance costs of these facilities.

Subp. 6. Customer. "Customer" means the person named on the utility electric bill for the premises.

Subp. 7. Energy. "Energy" means electric energy, measured in kilowatt-hours.

Subp. 8. Energy costs. "Energy costs" means the variable costs associated with the production of electric energy. They consist of fuel costs and variable operating and maintenance expenses.

Subp. 9. Firm power. "Firm power" means energy delivered by the qualifying facility to the utility with at least a 65 percent on-peak capacity factor in the month. The capacity factor is based upon the qualifying facility's maximum metered capacity delivered to the utility during the on-peak hours for the month.

Subp. 10. Governing body. "Governing body" means [replace this text and brackets with the name of the city council or commission or board that governs the utility].

Subp. 11. Interconnection costs. "Interconnection costs" means the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the utility that are directly related to installing and maintaining the physical facilities necessary to permit interconnected operations with a qualifying facility. Costs are considered interconnection costs only to the extent that they exceed the costs the utility would incur in selling electricity to the qualifying facility as a nongenerating customer.

Subp. 12. Interruptible power. "Interruptible power" means electric energy or capacity supplied by the utility to a qualifying facility subject to interruption under the provisions of the utility's tariff applicable to the retail class of customers to which the qualifying facility would belong irrespective of its ability to generate electricity.

Subp. 13. Maintenance power. "Maintenance power" means electric energy or capacity supplied by a utility during scheduled outages of the qualifying facility.

Subp. 14. On-peak hours. "On-peak hours" means either those hours formally designated by the utility as on-peak for ratemaking purposes or those hours for which its typical loads are at least 85 percent of its average maximum monthly loads.

Subp. 15. Point of common coupling. "Point of common coupling" means the point where the qualifying facility's generation system, including the point of generator output, is connected to the utility's electric power grid.

Subp. 16. Purchase. "Purchase" means the purchase of electric energy or capacity or both from a qualifying facility by the utility.

Subp. 17. Qualifying facility. "Qualifying facility" means a cogeneration or small power production facility which satisfies the conditions established in Code of Federal Regulations, title 18, part 292. The initial operation date or initial installation date of a cogeneration or small power production facility must not prevent the facility from being considered a qualifying facility for the purposes of this chapter if it otherwise satisfies all stated conditions. The qualifying facility must be owned by a Customer and located in the utility service area.

Subp. 18. Sale. "Sale" means the sale of electric energy or capacity or both by the utility to a qualifying facility.

Subp. 19a. Standby charge. "Standby charge" means the charge imposed by the utility upon a qualifying facility for the recovery of costs for the provision of standby services necessary to make electricity service available to the qualifying facility.

Subp. 19b. Standby service. "Standby service" means the service to potentially provide electric energy or capacity supplied by the utility to a qualifying facility greater than 40 kW.

Subp. 20. Supplementary power. "Supplementary power" means electric energy or capacity supplied by the utility which is regularly used by a qualifying facility in addition to that which the facility generates itself.

Subp. 21. System emergency. "System emergency" means a condition on the utility's system which is imminently likely to result in significant disruption of service to customers or to endanger life or property.

Subp. 22. Utility. "Utility" means Grand Rapids Public Utilities.

Part B. SCOPE AND PURPOSE.

The purpose of these rules are to implement certain provisions of Minnesota Statutes, section 216B.164; the Public Utility Regulatory Policies Act of 1978, United States Code, title 16, section 824a-3; and the Federal Energy Regulatory Commission regulations, Code of Federal Regulations, title 18, part 292. These rules shall be applied in accordance with their intent to give the maximum possible encouragement to cogeneration and small power production consistent with protection of the ratepayers and the public.

Part C. FILING REQUIREMENTS

Annually the utility shall file for review and approval, a cogeneration and small power production tariff with the governing body. The tariff must contain schedules 1 – 5.

SCHEDULE 1.

Schedule 1 shall contain the calculation of the average retail utility energy rates to be updated annually.

SCHEDULE 2.

Schedule 2 shall contain all standard contracts to be used with qualifying facilities, containing applicable terms and conditions.

SCHEDULE 3.

Schedule 3 shall contain the utility's adopted interconnection process, safety standards, technical requirements for distributed energy resource systems, required operating procedures for interconnected operations, and the functions to be performed by any control and protective apparatus.

SCHEDULE 4.

Schedule 4 shall contain procedures for notifying affected qualifying facilities of any periods of time when the utility will not purchase electric energy or capacity because of extraordinary operational circumstances which would make the costs of purchases during those periods greater than the costs of internal generation.

SCHEDULE 5.

Schedule 5 shall contain the estimated average incremental energy costs by seasonal, peak and off-peak periods for the utility's power supplier from which energy purchases are first avoided. Schedule 5 shall also contain the net annual avoided capacity costs, if any, stated per kilowatt-hour and averaged over the on-peak hours and over all hours for the utility's power supplier from which capacity purchases are first avoided. Both the average incremental energy costs and net annual avoided capacity costs shall be increased by a factor equal to 50 percent of the utility and the utility's power supplier's overall line losses due to distribution, transmission and transformation of electric energy.

Part D. AVAILABILITY OF FILINGS.

All filings shall be maintained at the utility's general office and any other offices of the utility where rate tariffs are kept. The filings shall be made available for public inspection during normal business hours. The utility shall supply the current year's distributed generation rates, interconnection procedures and application form on the utility website, if practicable, or at the utility office.

Part E. REPORTING REQUIREMENTS

Annually the utility shall report to the governing body for its review and approval an annual report including information in subparts 1-3. The utility shall still comply with other federal and state reporting of distributed generation to federal and state agencies expressly required by statute.

Subpart 1. Summary of Average Retail Utility Energy Rate. A summary of the qualifying facilities that are currently served under average retail utility energy rate.

Subp. 2. Other Qualifying Facilities. A summary of the qualifying facilities that are not currently served under average retail utility energy rate.

Subp. 3. Wheeling. A summary of the wheeling undertaken with respect to qualifying facilities.

Part F. CONDITIONS OF SERVICE

Subpart 1. Requirement to Purchase. The utility shall purchase energy and capacity from any qualifying facility which offers to sell energy and capacity to the utility and agrees to the conditions in these rules.

Subp. 2. Written Contract. A written contract shall be executed between the qualifying facility and the utility.

Part G. ELECTRICAL CODE COMPLIANCE.

Subpart 1. Compliance; standards. The interconnection between the qualifying facility and the utility must comply with the requirements in the most recently published edition of the National Electrical Safety Code issued by the Institute of Electrical and Electronics Engineers. The interconnection is subject to subparts 2 and 3.

Subp. 2. Interconnection. The qualifying facility is responsible for complying with all applicable local, state, and federal codes, including building codes, the National Electrical Code (NEC), the National Electrical Safety Code (NESC), and noise and emissions standards. The utility shall require proof that the qualifying facility is in compliance with the NEC before the interconnection is made. The qualifying facility must obtain installation approval from an electrical inspector recognized by the Minnesota State Board of Electricity.

Subp. 3. Generation system. The qualifying facility's generation system and installation must comply with the American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) standards applicable to the installation.

Part H. RESPONSIBILITY FOR APPARATUS.

The qualifying facility, without cost to the utility, must furnish, install, operate, and maintain in good order and repair any apparatus the qualifying facility needs in order to operate in accordance with schedule 3.

Part I. TYPES OF POWER TO BE OFFERED; STANDBY SERVICE.

Subpart 1. Service to be offered. The utility shall offer maintenance, interruptible, supplementary, and backup power to the qualifying facility upon request.

Subp. 2. Standby service. The utility shall offer a qualifying facility standby power or service at the utility's applicable standby rate schedule.

Part J. DISCONTINUING SALES DURING EMERGENCY.

The utility may discontinue sales to the qualifying facility during a system emergency, if the discontinuance and recommencement of service is not discriminatory.

Part K. RATES FOR UTILITY SALES TO A QUALIFYING FACILITY.

Rates for sales to a qualifying facility are governed by the applicable tariff for the class of electric utility customers to which the qualifying facility belongs or would belong were it not a qualifying facility. Such rates are not guaranteed and may change from time to time at the discretion of the utility.

Part L. STANDARD RATES FOR PURCHASES FROM QUALIFYING FACILITIES.

Subpart 1. Qualifying facilities with 100 kilowatt capacity or less. For qualifying facilities with capacity of 100 kilowatts or less, standard purchase rates apply. The utility shall make available four types of standard rates, described in parts M, N, O, and P. The qualifying facility with a capacity of 100 kilowatts or less must choose interconnection under one of these rates, and must specify its choice in the written contract required in part V. Any net credit to the qualifying facility must, at its option, be credited to its account with the utility or returned by check or comparable electronic payment service within 15 days of the billing date. The option chosen must be specified in the written contract required in part V. Qualifying facilities remain responsible for any monthly service charges and demand charges specified in the tariff under which they consume electricity from the utility.

Subp. 2. Qualifying facilities over 100-kilowatt capacity. A qualifying facility with more than 100-kilowatt capacity has the option to negotiate a contract with the utility or, if it commits to provide firm power, be compensated under standard rates.

Subp. 3. Grid Access Charge. A qualifying facility shall be assessed a monthly Grid Access Charge to recover the fixed costs not already paid by the customer through the customer's existing billing arrangement. The additional charge shall be reasonable and appropriate for the class of customer based on the most recent cost of service study defining the Grid Access Charge. The cost of service

study for the Grid Access Charge shall be made available for review by the customer of the utility upon request.

Part M. AVERAGE RETAIL UTILITY ENERGY RATE.

Subpart 1. Applicability. The average retail utility energy rate is available only to customer-owned qualifying facilities with capacity of less than 40 kilowatts which choose not to offer electric power for sale on either a time-of-day basis, a simultaneous purchase and sale basis or roll-over credit basis.

Subp. 2. Method of billing. The utility shall bill the qualifying facility for the excess of energy supplied by the utility above energy supplied by the qualifying facility during each billing period according to the utility's applicable retail rate schedule.

Subp. 3. Additional calculations for billing. When the energy generated by the qualifying facility exceeds that supplied by the utility to the customer at the same site during the same billing period, the utility shall compensate the qualifying facility for the excess energy at the average retail utility energy rate.

Part N. SIMULTANEOUS PURCHASE AND SALE BILLING RATE.

Subpart 1. Applicability. The simultaneous purchase and sale rate is available only to qualifying facilities with capacity of less than 40 kilowatts which choose not to offer electric power for sale on average retail utility energy rate basis, time-of-day basis or roll-over credit basis.

Subp. 2. Method of billing. The qualifying facility must be billed for all energy and capacity it consumes during a billing period according to the utility's applicable retail rate schedule.

Subp. 3. Compensation to qualifying facility; energy purchase. The utility shall purchase all energy which is made available to it by the qualifying facility. At the option of the qualifying facility, its entire generation must be deemed to be made available to the utility. Compensation to the qualifying facility must be the energy rate shown on schedule 5.

Subp. 4. Compensation to qualifying facility; capacity purchase. If the qualifying facility provides firm power to the utility, the capacity component must be the utility's net annual avoided capacity cost per kilowatt-hour averaged over all hours shown on schedule 5, divided by the number of hours in the billing period. If the qualifying facility does not provide firm power to the utility, no capacity component may be included in the compensation paid to the qualifying facility.

Part O. TIME-OF-DAY PURCHASE RATES.

Subpart 1. Applicability. Time-of-day rates are required for qualifying facilities with capacity of 40 kilowatts or more and less than or equal to 100 kilowatts, and they are optional for qualifying facilities with capacity less than 40 kilowatts. Time-of-day rates are also optional for qualifying facilities with capacity greater than 100 kilowatts if these qualifying facilities provide firm power.

Subp. 2. Method of billing. The qualifying facility must be billed for all energy and capacity it consumes during each billing period according to the utility's applicable retail rate schedule.

Subp. 3. Compensation to qualifying facility; energy purchases. The utility shall purchase all energy which is made available to it by the qualifying facility. Compensation to the qualifying facility must be the energy rate shown on schedule 5.

Subp. 4. Compensation to qualifying facility; capacity purchases. If the qualifying facility provides firm power to the utility, the capacity component must be the capacity cost per kilowatt shown on schedule 5 divided by the number of on-peak hours in the billing period. The capacity component applies only to deliveries during on-peak hours. If the qualifying facility does not provide firm power to the utility, no capacity component may be included in the compensation paid to the qualifying facility.

Part P. ROLL-OVER CREDIT PURCHASE RATES.

Subpart 1. Applicability. The roll-over credit rate is available only to qualifying facilities with capacity of less than 40 kilowatts which choose not to offer electric power for sale on average retail utility energy rate basis, time-of-day basis or simultaneous purchase and sale basis.

Subp. 2. Method of billing. The utility shall bill the qualifying facility for the excess of energy supplied by the utility above energy supplied by the qualifying facility during each billing period according to the utility's applicable retail rate schedule.

Subp. 3. Additional calculations for billing. When the energy generated by the qualifying facility exceeds that supplied by the utility during a billing period, the utility shall apply the excess kilowatt hours as a credit to the next billing period kilowatt hour usage. Excess kilowatt hours that are not offset in the next billing period shall continue to be rolled over to the next consecutive billing period. Any excess kilowatt hours rolled over that are remaining at the end of each calendar year shall cancel with no additional compensation.

Part Q. CONTRACTS NEGOTIATED BY CUSTOMER.

A qualifying facility with capacity greater than 100 kilowatts must negotiate a contract with the utility setting the applicable rates for payments to the customer of avoided capacity and energy costs.

Subpart 1. Amount of Capacity Payments. The qualifying facility which negotiates a contract under part Q must be entitled to the full avoided capacity costs of the utility. The amount of capacity payments will be determined by the utility and the utility's wholesale power provider.

Subp. 2. Full Avoided Energy Costs. The qualifying facility which negotiates a contract under part Q must be entitled to the full avoided energy costs of the utility. The costs must be adjusted as appropriate to reflect line losses.

Part R. WHEELING

Qualifying facilities with capacity of 30 kilowatts or greater, are interconnected to the utility's distribution system and choose to sell the output of the qualifying facility to any other utility, must pay any appropriate wheeling charges to the utility. Within 15 days of receiving payment from the utility ultimately receiving the qualifying facility's output, the utility shall pay the qualifying facility the payment less the charges it has incurred and its own reasonable wheeling costs.

Part S. NOTIFICATION TO CUSTOMERS

Subpart 1. Contents of Written Notice. Following each annual review and approval by the utility of the cogeneration rate tariffs the utility shall furnish in the monthly newsletter or similar mailing, written notice to each of its customers that the utility is obligated to interconnect with and purchase electricity from cogenerators and small power producers.

Subp. 2. Availability of Information. The utility shall make available to all interested persons upon request, the interconnection process and requirements adopted by the utility, pertinent rate schedules and sample contractual agreements.

Part T. DISPUTE RESOLUTION

In case of a dispute between a utility and a qualifying facility or an impasse in the negotiations between them, either party may request the governing body to determine the issue.

Part U. INTERCONNECTION CONTRACTS

Subpart 1. Interconnection Standards. The utility shall provide a customer applying for interconnection with a copy of, or electronic link to, the utility's adopted interconnection process and requirements.

Subp. 2. Existing Contracts. Any existing interconnection contract executed between the utility and a qualifying facility with capacity of less than 40 kilowatts remains in force until terminated by mutual agreement of the parties or as otherwise specified in the contract. The governing body has assumed all dispute responsibilities as listed in existing interconnection contracts. Disputes are resolved in accordance with Part T.

Subp. 3. Renewable Energy Credits; Ownership. Generators own all renewable energy credits unless other ownership is expressly provided for by a contract between a generator and the utility

Part V. UNIFORM CONTRACT.

The form for uniform contract that shall be used between the utility and a qualifying facility having less than 40 kilowatts of capacity is as shown in subpart 1.

Subpart 1. Contract for Cogeneration and Small Power Production Facilities. (See attached contract form.)

Adopted this 14th day of February, 2018 upon motion by Commissioner Glen Hodgson, seconded by Commissioner Tom Stanley.

Stephen R. Welliver, President

Gregory A. Chandler, Secretary

**CONTRACT FOR COGENERATION AND SMALL POWER
PRODUCTION FACILITIES**

THIS CONTRACT is entered into _____, _____, by
_____, a municipal utility under Minnesota law
(hereafter called "Utility") and
_____ (hereafter called "QF").

RECITALS

- The QF has installed electric generating facilities, consisting of _____
_____ (Description of facilities), rated
at _____ kilowatts of electricity, on property located at _____
_____.
- The QF is a customer of the Utility located within the assigned electric service territory of the Utility.
- The QF is prepared to generate electricity in parallel with the Utility.
- The QF's electric generating facilities meet the requirements of the rules adopted by the Utility on Cogeneration and Small Power Production and any technical standards for interconnection the Utility has established that are authorized by those rules.
- The Utility is obligated under federal and Minnesota law to interconnect with the QF and to purchase electricity offered for sale by the QF.
- A contract between the QF and the Utility is required.

AGREEMENTS

The QF and the Utility agree:

1. The Utility will sell electricity to the QF under the rate schedule in force for the class of customer to which the QF belongs.

2. The Utility will buy electricity from the QF under the current rate schedule filed with the city council or city-appointed body governing the utility. The QF elects the rate schedule category hereinafter indicated:

___ a. Average retail utility rate.

QF capacity must be less than 40 kW.

___ b. Simultaneous purchase and sale billing rate.

QF capacity must be less than 40 kW.

___ c. Roll-over credits.

QF capacity must be less than 40 kW.

___ d. Time-of-day purchase rate.

QF capacity must be 40 kW or more and less than or equal to 100 kW. A

copy of the presently filed rate schedule is attached to this contract.

3. The rates for sales and purchases of electricity may change over the time this contract is in force, due to actions of the Utility or of the State of Minnesota, and the QF and the Utility agree that sales and purchases will be made under the rates in effect each month during the time this contract is in force.

4. The Utility will compute the charges and payments for purchases and sales for each billing period. Any net credit to the QF, other than kilowatt-hour credits under clause 2(c), will be made under one of the following options as chosen by the QF:

___ a. Credit to the QF's account with the Utility.

___ b. Paid by check or electronic payment service to the QF within 15 days of the billing date.

5. Renewable energy credits associated with generation from the facility are owned by:

6. The QF must operate its electric generating facilities within any rules, regulations, and policies adopted by the Utility not prohibited by the Minnesota Public Utilities Commission's rules on Cogeneration and Small Power Production. The Utility's rules, regulations, and policies must be consistent with the Minnesota Public Utilities Commission's rules on Cogeneration and Small Power Production, as required under Minnesota Statutes §216B.164, subdivision 9.

7. The QF will not enter into an arrangement whereby electricity from the generating

facilities will be sold to an end user in violation of the Utility’s or any other electric utility’s exclusive right to provide electric service in its service area under Minnesota Statutes, Sections 216B.37-44.

8. The QF will operate its electric generating facilities so that they conform to the national, state, and local electric and safety codes, and will be responsible for the costs of conformance.

9. The QF is responsible for the actual, reasonable costs of interconnection which are estimated to be \$_____. The QF will pay the Utility in this way:

_____.

10. The QF will give the Utility reasonable access to its property and electric generating facilities if the configuration of those facilities does not permit disconnection or testing from the Utility's side of the interconnection. If the Utility enters the QF's property, the Utility will remain responsible for its personnel.

11. The Utility may stop providing electricity to the QF during a system emergency. The Utility will not discriminate against the QF when it stops providing electricity or when it resumes providing electricity.

12. The Utility may stop purchasing electricity from the QF when necessary for the Utility to construct, install, maintain, repair, replace, remove, investigate, or inspect any equipment or facilities within its electric system.

The Utility will notify the QF before it stops purchasing electricity in this way:

_____.

13. The QF will keep in force liability insurance against personal or property damage due to the installation, interconnection, and operation of its electric generating facilities. The amount of insurance coverage will be \$_____ (The amount must be consistent with the Utility’s distributed generation tariff under Minnesota Statutes §216B.1611, subdivision 3, clause 2.

14. The Utility and the QF agree to attempt to resolve any dispute arising hereunder promptly and in a good faith manner.

15. The city council or city-appointed body governing the Utility has authority to consider and determine disputes, if any, that arise under this contract pursuant to Minnesota Statutes §216B.164, subd. 9.

16. This contract becomes effective as soon as it is signed by the QF and the Utility. This contract will remain in force until either the QF or the Utility gives written notice to the other that the contract is canceled. This contract will be canceled 30 days after notice is given.

17. Neither the QF or the Utility will be considered in default as to any obligation if the QF or the Utility is prevented from fulfilling the obligation due to an event of Force Majeure.

However, the QF or Utility whose performance under this contract is hindered by an even Force Majeure shall make all reasonable efforts to perform its obligations.

18. This contract can only be amended or modified by mutual agreement in writing signed by the QF and the Utility.

19. Each Party will be responsible for its own acts or omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of any others and the results thereof.

20. The QF's and the Utility's liability to each other for failure to perform its obligations under this contract shall be limited to the amount of direct damage actually occurred. In no event, shall the QF or the Utility be liable to each other for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.

21. The Utility does not give any warranty, expressed or implied, to the adequacy, safety, or other characteristics of the QF's interconnected system.

22. This contract contains all the agreements made between the QF and the Utility. The QF and the Utility are not responsible for any agreements other than those stated in this contract.

POLICY HISTORY:

Adopted February 14, 2018

1.0 INTRODUCTION

1.1 MINNESOTA PUBLIC PURPOSE DOCTRINE

Minnesota law permits a governmental entity to expend public funds only when the primary purpose of the expenditure is public and the expenditure relates to the governmental purposes for which the entity was created. There must also be statutory authority allowing for the expenditure of such funds and there must be a benefit to the community. Proper documentation must be maintained to establish that all expenditures serve a public purpose.

1.2 AUTHORIZATION TO PURCHASE

The Grand Rapids Public Utilities Commission (GRPUC) has delegated its authority to the Grand Rapids Public Utilities (GRPU) General Manager (GM) to make usual and customary purchases of goods and services for GRPU operations and capital projects as approved in the annual GRPU operations and capital budgets. There shall be internal and administrative control procedures to ensure the proper disbursements of funds. The GRPUC also authorizes the GRPU GM to enter into contracts and sign on behalf of the GRPUC as outlined in this policy.

1.3 OBJECTIVES

This policy has the following objectives:

- 1.3.1 Ensure that all purchases comply with applicable laws, in particular the Uniform Municipal Contracting Law, Minnesota State Statute Section 471.345.
- 1.3.2 Comply with Minnesota Public Purpose Doctrine.
- 1.3.3 Make the best possible use of rate-payer dollars by purchasing goods and services economically and promoting fair and open competition.
- 1.3.4 Provide clear and consistent guidelines for the GRPU employees to follow in making purchasing decisions without eliminating needed internal controls.
- 1.3.5 Is administratively consistent with other GRPU policies and procedures.
- 1.3.6 Maximizes the use of joint purchasing/cooperative purchasing agreements and disadvantaged business whenever possible.

2.0 POLICY

The GRPU GM shall establish internal procedures to ensure that the goods and services required by the GRPU are obtained in compliance with all legal requirements for public purpose expenditures while promoting fair and open competition to ensure public confidence in the procurement process, ensure fair and equitable treatment of vendors who transact business with the GRPU, and provide safeguards for the maintenance of a procurement system of quality and integrity.

The internal accounting and administrative procedures necessary to ensure proper disbursement of funds shall designate specific delegated procurement authorities for selected GRPU managers and employees, by position title, based on type of procurement, dollar value,

or other appropriate criteria.

Additionally, the procedures shall provide for complete and accurate records of all procurement demonstrating compliance with applicable legal and regulatory requirements, this Commission policy, and established management procedures.

Goods or services required that were not budgeted must be approved by the GRPU GM and depending on dollar amount and the rationale behind the non-budgeted good or service, also may require approval by the GRPUC.

The GRPU GM is responsible for informing the GRPUC, as soon as practical after discovery, of any material violations of this policy, Minnesota law, or the conditions of a Commission contract approval.

2.1 PROCUREMENT

The GRPU will use the following processes for procurement of all goods and services:

2.1.1 Micro Purchases

Procurements valued **under \$1,500** will be considered *Micro Purchases*, and may be made in the open market. Local purchases are encouraged. Purchase orders are recommended. No GRPUC prior approval required for purchases.

2.1.2 Small Purchases

Procurements valued **between \$1,500 and \$25,000** will be considered *Small Purchases* and shall be purchased by a minimum of two competitive written quotes. The GM may approve exceptions to this procedure for purchases in the open market under \$25,000. GM approval is required for solicitation of quotes of unbudgeted goods or services. Local purchases are encouraged. Purchase orders are required. Once selected, services require a standard short-form contract. The GM is authorized to sign all contracts up to \$25,000 and change orders on behalf of GRPUC and present the contract(s) and change orders for ratification at the next GRPUC meeting. No GRPUC prior approval required for purchases.

2.1.3 Mid-Range Purchases

Procurements valued **above \$25,000 and below \$175,000** (the competitive-bidding threshold), either singly or in aggregate, will be considered *Mid-Range Purchases* and shall be purchased either by a minimum of two competitive written quotes or the competitive-bidding process. Prior GM approval is required to solicit all quotes. If not in the approved budget then GRPUC approval is required to solicit quotes. Responses to the competitive-bidding or competitive quotes must be in writing. Purchase order are required. Once selected, services and some supplies, materials equipment, rental, construction, or repairs and maintenance require a standard long-form contract. The GRPUC will approve the contract. Change order(s) will be

required and approved by the GM and ratified by the GRPUC.

2.1.4 Major Purchases

Procurements valued at **\$175,000** and greater shall be considered *Major Purchases* and shall be purchased through the competitive bidding process by publicly soliciting bids or proposals in accordance with GRPU procurement procedures and as required by Minnesota Statutes 471.345. GRPUC approval is required to solicit bids. Procurements will not be split to avoid this policy. Purchase orders are required. Once a bid is awarded, a contract is required. GRPUC will approve contracts. Change order(s) will be required and approved by the GM and ratified by the GRPUC.

2.2 GRANTS

For purchases made using grant funded dollars/programs, additional procedures outlined in the Grant Funds policy must be followed.

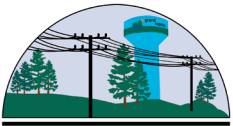
2.3 PAYMENT

Payment details for all goods and services will be placed on the verified claims list and presented to the GRPUC for review and approval or ratification.

POLICY HISTORY:

Adopted: June 15, 2021

Revised:



**GRAND RAPIDS
PUBLIC UTILITIES**
Service is Our Nature

COMMISSION POLICY Water Operating Rules

Item 4.

Category:
Water

Subcategory:
General

Policy Number:
5.1.001

**GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
OPERATING POLICY RULES
WATER SYSTEM**

Adopted: June 15, 2005

Revised: June 1, 2005

April 13, 2022

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SECTION i - INTRODUCTION

This policy manual was developed to be used as a guide by Grand Rapids Public Utilities Commission (GRPUC) personnel and to provide each customer the greatest practicable latitude in the use of service consistent with reliable, economical and safe service to all customers. The Grand Rapids Public Utilities Commission Water System Policy is on file at the Grand Rapids Public Utilities office, 500 SE 4th Street, Grand Rapids, MN 55744, Telephone: 218-326-7024, Fax: 218-326-7499, TDD: 218-326-7487. Copies are obtainable by any customer upon request made in person, telephone, or by mail at the GRPUC office. The result of using this manual should be consistent, logical and fair treatment of GRPUC customers in regard to water issues.

Legal ramifications of these policies are addressed in various parts of the Municipal Code.

SECTION ii - DEFINITION

- 1 Customer
- 2 Company
- 3 Water Service
- 4 Point of Delivery
- 5 Public Water System
- 6 City
- 7 Building Official
- 8 Service Agreement
- 9 Notice
- 10 Meter
- 11 Operating Policy

DEFINITIONS:

The following terms when used in these Operating Policy Rules, in Rate Schedules and in Service Agreements, shall, unless otherwise indicated, have the meanings given below:

1. **Customer:** Any individual, partnership, association, firm, public or private corporation or governmental agency having GRPUC's water service at any specified location.
2. **GRPUC:** Grand Rapids Public Utilities Commission, a municipal corporation established under M.S.A. 412.321 – 412.391.
3. **Water Service Line:** Means the water service extension from the building to the curb stop. This word is synonymous with water line.
4. **Point of Delivery:** The end of GRPUC's service is at the curb stop. It's the customers responsibility to maintain the service line from the curb stop to the building, unless otherwise specified in Customer's Service Agreement.
5. **Public Water System:** Means all facilities for connection, pumping, treating, storage, and distribution.
6. **City:** Means the City of Grand Rapids.
7. **Building Official:** Means the Building Official of the City of Grand Rapids, Minnesota.
8. **Service Agreement:** The agreement or contract between GRPUC and Customer pursuant to which service is supplied and taken.
9. **Notice:** Unless otherwise specified, a written notification delivered personally or mailed by one party to the other at such other party's last known address, the period of notice being computed from the date of such personal delivery or mailing.
10. **Meter:** The meter auxiliary devices, if any, constituting the complete installation needed to measure the water supplied to any Customer at a single point of delivery.
11. **Operating Policy:** Means the set of rules contained herein governing the distribution of water.

SECTION I - SERVICE CONNECTION PERMITS

1. Scope

- 1.1 The policies enumerated in this Section are limited to that portion of a water service that is located on a public right-of-way. (That portion of a service located on private property is addressed by the City Building Code.)

2. Permit Application Procedure

- 2.1 No water service construction or connection shall be done without an approved "Service Construction or Connection Permit". Failure to secure the required Permit(s) will result in penalties as imposed by the applicable section of the Grand Rapids Municipal Code.
- 2.2 A customer applying for a Service Construction or Connection Permit must use the application form furnished by the GRPUC. (Appendix A)
- 2.3 This form must be filled out and submitted to the GRPUC office with the applicable permit application fee.
- 2.4 Once the permit application is submitted, the GRPUC General Manager (or his/her designated representative) will review and approve or disapprove the application within 5 working days. Approved permits will be mailed to the applicant. Permit applications that are not approved will be returned to the applicant with an explanation of the disapproval.
- 2.5 The water Service Construction or Connection Permit DOES NOT include a Utility Cut Permit. If such a permit is required, the applicant must also obtain a Utility Cut Permit/Right-of-Way Permit through the City of Grand Rapids Engineering Department. (Appendix B)

3. Permit Fees

- 3.1 The permit application fee (see Appendix C for the amount of this fee) will be retained by the GRPUC whether or not the application is approved.
- 3.2 If the application is approved, there will also be a water service construction or connection permit fee. (Appendix C)
- 3.3 The water service permit fee is based on a 5/8-inch meter. If the customer requests a larger meter, there will be an additional charge covering the extra meter cost.
- 3.4 Service Construction or Connection Permit fees cover only the following items:
 - a) GRPUC processing costs and costs to set up billing accounts;
 - b) GRPUC inspection costs
- 3.5 Service Construction or Connection Permit fees DO NOT INCLUDE the following (this list is not necessarily all-inclusive):
 - a) piping materials, fittings, etc.
 - b) incidental construction materials
 - c) installation labor
 - d) backfill materials and labor

- e) street pavement restoration
- f) curb and gutter, sidewalk, turf, restoration, etc.

4. Service Construction or Connection Permit Procedures

- 4.1 A copy of the approved permit(s) must be available at the work site whenever work is progressing.
- 4.2 No work shall be backfilled until inspected and approved by the GRPUC General Manager or his/her designated representative.
- 4.3 Upon completion of the work, the permit must be signed by the designated GRPUC inspector and the customer and returned to the GRPUC offices.

5. Services Constructed as Part of a Watermain

- 5.1 When watermains are constructed in newly developed areas, the GRPUC requires the construction of service lines from the mains to property lines as part of the main construction project. (In such cases the cost of constructing the service lines is funded by special assessments and/or the developer.)
- 5.2 Construction of such services must be done in accordance with drawings and specifications prepared or approved by the City Engineer.
- 5.3 When a property owner wishes to connect, a service connection permit must be obtained as outlined above.
- 5.4 Normal permit fees may be reduced by an amount equal to the GRPUC inspection costs. All other permit requirements and conditions apply.

6. Services to Newly Annexed Property

- 6.1 When properties are annexed to the City, it sometimes occurs that the properties have access to previously constructed water mains. In these cases, the newly annexed properties are permitted to connect to the mains. However, a special connection fee related to any past special assessments of these mains will be charged to the customer.
- 6.2 That special connection fee will be all or a portion of the cost of any special assessment that would have been levied if the property had been in the City at the time of the special assessments. The fee will be calculated according to the following table:

Years after main construction	Fee = this % of assessment
0-5	100%
5-10	75%
10-15	50%
15-20	25%
20-30	15%
Over 30	0%

SECTION II - SERVICE CONSTRUCTION REQUIREMENTS

1. Scope

- 1.1 The policies enumerated in this Section are limited to that portion of a water service that is located on a public right-of-way. (That portion of a service located on private property is addressed by the City Building Code.)

2. GRPUC Involvement in Service Construction

- 2.1 The GRPUC DOES NOT INSTALL WATER SERVICES.

3. Plumber or Contractor Required

- 3.1 A licensed plumber or contractor is required to perform or supervise all work associated with service connection construction as defined in this Section.

4. Material Requirements for Water Services:

- 4.1 Water service lines 2" in diameter or smaller are to be ASTM B88, Type K copper tubing.
- 4.2 Water service lines over 2" in diameter are to be Class 52 ductile iron pipe (AWWA C150).
- 4.3 Corporation stops at the main are to be cast brass as manufactured by Mueller Company No. 15000 or approved equivalent.
- 4.4 Curb stops are to be cast brass as manufactured by Mueller Mark II Oriseal or approved equivalent.
- 4.5 All fittings and connections on copper services are to be flared.

5. Construction Requirements:

- 5.1 Water service lines (except fire/sprinkler lines) are to be constructed as shown on the detail drawing(s) in Appendix E through G.
- 5.2 Maximum allowable tapping sizes for various watermain diameters are as listed in the following table:

C.I.P. or D.I.P. Diameter	Maximum Direct Tap Size	Maximum Size Corporation with Full Circle Stainless Steel Tapping Saddle
4"	3/4"	1"
6"	1"	1½"
8" and larger	1"	2"

All other taps shall be made with an approved tapping sleeve and valve.

- 5.3 The backfilling of service line excavations and restoration of disturbed surface improvements are to be as required by the City of Grand Rapids Utility Cut Permit/Right-of-Way Permit.
- 5.4 All water service lines shall be electrically conductive.

SECTION III - SERVICE OPERATING POLICIES

1. Separate Services Required

- 1.1 It is the intent of the GRPUC to limit the existence of water lines that serve more than one building.
- 1.2 In no event shall a water service line serve more than one parcel of property.
- 1.3 If a single property parcel is developed with multiple buildings (e.g., an apartment complex), a single line serving more than one building may be constructed only with the written approval of the GRPUC General Manager or his/her designated representative. Such approval will be granted only if the provision of separate services to each building is impractical. (The fact that a single service may be less costly to construct does not necessarily make multiple service lines "impractical".)
- 1.4 If an existing, single parcel of property with multiple buildings that are served by a single water service line is subsequently subdivided, additional services must be constructed so that each parcel is served by separate water service lines.

2. Ownership of Water Service Lines

- 2.1 The City and/or GRPUC own the watermain, valves, hydrants and similar appurtenances. The City and/or GRPUC also owns that part of a water service line from the main to and including the curb stop (or other type of shut-off). However, if the curb stop or other shut-off is located outside the public right-of-way, City and/or GRPUC ownership ends at the edge of the right-of-way.
- 2.2 The property owner served by a water service line owns that part of the service not owned by the City.
- 2.3 A drawing depicting typical ownership is included in Appendix D.

3. Maintenance, Repair and Replacement of Service Lines

- 3.1 The GRPUC will maintain, repair and replace (at its own cost) those portions of service lines that are owned by the City and/or GRPUC. Such maintenance, repair and replacement will be done only during the useful life of the service line and such maintenance, repair and/or replacement will be at the discretion of the GRPUC. If a service line is beyond its useful life, the property owner will be responsible for maintenance, repair and replacement of those portions of the service line owned by the City and/or GRPUC.

- 3.2 Property owners will maintain, repair and replace (at their cost) those portions of service lines that they own.
- 3.3 The GRPUC will maintain and repair (at its own cost) those portions of the water main that are owned by the City and/or GRPUC.

4. Abandonment and Removal of Service Lines

- 4.1 Any water service that is no longer being used (for example, when a house is demolished) shall be considered an abandoned service. All abandoned services shall be removed by the property owner at his own expense.
- 4.2 Water service lines to be abandoned shall be excavated and disconnected at the watermain. (Corporation stops need not be removed.)
- 4.3 Under extreme circumstances and at his/her sole discretion, the GRPUC General Manager or his/her designated representative may temporarily waive the above requirement. If such waiver is granted, the affected property owner must make a cash payment to the GRPUC in an amount equal to the cost of removal. This amount will be calculated by the GRPUC.
- 4.4 If removal requires work within the public right-of-way, the property owner must obtain a Utility Cut Permit/Right-of-Way Permit from the City of Grand Rapids Engineering Department.
- 4.5 Abandoned services shall be removed within one year of the date of the last use of the service. If removal is not done within that year, the GRPUC will arrange for the removal of the service and will bill the property owner for all expenses of removal plus an additional amount (25% of expenses) to provide for any overhead expenses.
- 4.6 Whenever a new building is erected on the site of an old building and it is desired to increase or to change the water service, no connection with the watermain may be made until the old service is removed.

5. Frozen Services

- 5.1 Upon being notified by a property owner or resident that a water service line is frozen, the GRPUC will attempt to thaw the service line.
- 5.2 That portion of the service from the main to the curb stop or shut-off will be thawed first. If thawing this portion restores service, no charge to the property owner or resident will be made.
- 5.3 Paragraph 5.2 will apply only once per winter. That is, if the GRPUC thaws a service that is frozen on the GRPUC-owned side on the curb stop, the property owner becomes responsible for keeping the line thawed (e.g., by maintaining a constant flow in the amount of flow which will be determined by the GRPUC.) In this case, the property owner will be permitted by the GRPUC to maintain a constant flow and no water usage charge above the customer's normal monthly bill will be made. If thawing is required a second time, a service thawing charge (Appendix C) will be made.
- 5.4 If service is not restored by thawing between the main and the shut-off, the GRPUC will attempt to thaw the remaining (i.e., privately owned) portion of the service line. If thawing this portion restores service, a "service thawing charge" will be made. The amount of the charge will be listed in Appendix C.

- 5.5 If a service is frozen on the privately owned side of the curb stop, the owner will have one calendar year to replace the frozen line at a depth below the frost line (i.e., lower than 8 feet). During the winter of that first year, the property owner can request, and will be granted, the permission of the GRPUC to maintain a constant flow in the service line. If they do not replace the service line within one year, they will be billed for all water used including the extra water used to maintain constant flow, as determined by the GRPUC, to keep the line from freezing.

SECTION IV - WATER SERVICE METERS

1. Initial Installation

- 1.1 The GRPUC will furnish all meters.
- 1.2 A 5/8-inch meter will normally be furnished. The GRPUC will furnish a larger meter upon the request of the connecting customer.
- 1.3 The cost of a 5/8-inch meter is included in the normal service connection fee. (See Section I.) Any and all cost above the cost of a 5/8 inch meter associated with the furnishing of a larger meter will be added to the construction and connection permit fee and will be the responsibility of the customer.
- 1.4 Meters are to be installed by the customer or by a licensed plumber hired by the customer.
- 1.5 After installation, the connecting customer shall contact the GRPUC and arrange for the inspection of the meter installation and the sealing of the meter.
- 1.6 All meters shall have a remote reader installed. The GRPUC will install the remote reader and associated wiring at no charge to the customer. At the discretion of the GRPUC, the GRPUC may install automated meter reading devices (AMR).
- 1.7 A sketch of a typical water meter installation is included in Appendix E.

2. Ownership of and Access to Water Meters

- 2.1 The GRPUC will retain ownership of water meters.
- 2.2 The meter, remote reading device and/or AMR must be readily accessible to the GRPUC for monthly reading as well as for repair or replacement.
- 2.3 If a customer denies the GRPUC access to a water meter at any reasonable time, the GRPUC may shut off the water supply. The supply will remain shut off until access is provided and a scheduled "Water Shut-Off and Restoration Fee" (Appendix C) is paid. The customer may elect to have the GRPUC install an AMR device at his/her cost.

3. Meter Repair

- 3.1 The GRPUC will repair or maintain water meters.
- 3.2 Normal maintenance or repair costs will be paid by the GRPUC.
- 3.3 Costs incurred by the GRPUC for maintenance or repair due to negligence (e.g., freezing) will be billed to the customer. In such cases, the customer will be charged the full cost of repair, maintenance or replacement as determined by the GRPUC. The customer shall also relocate or protect the water meter in a manner that will prevent future damage (e.g. from freezing).

4. Meter Testing

- 4.1 Any customer may request that a water meter be tested by the GRPUC.

- 4.2 If meter testing shows that the meter is accurate to within +/- 5%, the customer shall pay all testing costs including removal and reinstallation.
- 4.3 If a meter is more than 5% inaccurate, the GRPUC will remove, test and repair or replace (at its sole discretion) the meter at no cost to the customer.

5. Meter Replacement

- 5.1 If a customer requests a different size meter (e.g. due to increased usage), the GRPUC will supply the larger meter. The customer will be charged for the cost of the new meter less the depreciated value of the old meter. (Meters will be depreciated over a 33-year period by the straight-line method.)
- 5.2 If a meter is replaced by the GRPUC due to obsolescence, the customer will be charged only for the extra cost above the cost of a new 5/8 inch meter. The GRPUC will, and at its' sole discretion, determine if and when a meter is obsolete.

SECTION V - SERVICE CONNECTIONS/GENERAL ISSUES

1. Water consumption will be based on the volume of water used. Rates will be set from time to time as determined by the GRPUC.
2. The GRPUC may also initiate "ready-to-serve" rates for potentially high demand users. (An example of a high demand user is the owner of a building that is equipped with fire sprinklers.) Any ready-to-serve rate will be computed on a case-by-case basis.
3. If a building is served by a "fire line", a separate service line and meter for domestic water use will be required. Connections or taps on a fire line must be for fire suppression purposes only. No domestic or process water uses can be served through a fire line. (The purposes of this requirement are: 1) to ensure that all domestic and process uses are metered; and 2) to ensure that domestic and process use can be shut off [for example, for non-payment] without affecting fire safety.)
4. Cross connections (as defined in the Minnesota Plumbing Code) are strictly prohibited. It is the responsibility of each water user to control and prevent cross connections on his/her property or premises. The GRPUC reserves the right to inspect any premise where a cross connection is suspected to exist. If a cross connection is found, the GRPUC will shut off water service immediately. Water service will not be restored until the Grand Rapids City Building Official certifies that the cross connection has been eliminated. A scheduled water shut off and restoration fee (Appendix C) will be billed to the customer to offset GRPUC costs for water shut-off and restoration.
5. Seasonal water users can request that water service be shut off for any length of time. No shut-off charge will be made. When the user requests restoration of water service, a scheduled water shut off and restoration fee (Appendix C) will be added to the next water billing.
6. Water users may request that water service be temporarily shut off for reasons other than seasonal use. (For example, household plumbing repairs may require a temporary shut-off.) There will be no charge by the GRPUC for this service if the shut-off and restoration can be scheduled into the normal GRPUC work plan. However, if for any reason, the customer requires an immediate (unscheduled) shut-off an "Unscheduled Shut-off and Restoration Charge" (see Appendix C) will be billed to the customer.
7. Water customers may not "resell" water services. For example, an apartment complex that has one or more master meters (upon which GRPUC bills are based) may not meter individual apartments for the purpose of charging those apartments on the basis of usage.

SECTION VI – BILLING

- 1. Application for Utility Service: All customers applying for utility services must complete and sign the *Application for Utility Service. (Appendix A)*. Information requested is necessary to supply utility services for billing purposes and for notification of the homeowner regarding emergency services. The signed Application must be on file in the offices of the GRPUC within one week of connection of utility services, or services may be subject to disconnection.
- 2. Meter Reading and Billing: GRPUC meter readers read Customer’s water meters monthly and statements are mailed out to Customers, according to established cycle billing procedures. A return courtesy envelope is included with the statement for Customer convenience. Non-receipt of bills does not release or diminish the obligation of Customer with respect to payment thereof. Customers who have questions about their bill may call the GRPUC office.
- 3. Payment of Utility Bills: Bill payments may be mailed to the GRPUC using the self-addressed courtesy envelope included with the bill statement, or in person at the Public Works/ Public Utilities Service Center at 500 SE 4th Street. Payment drop boxes are located at the following locations:

Ogle’s Foods	Cub Foods	Public Works/ Public Utilities Building
503 NW 4 th Street Grand Rapids, MN (located in entryway)	2420 S Pokegama Ave Grand Rapids, MN (located in entryway)	500 SE 4 th St Grand Rapids, MN (on pedestal North side of building)

Customers may also choose to have their bills automatically paid from their checking or savings accounts through the Direct Payment Plan. Authorization forms are available at the GRPUC office.

Residential Customers are also given the opportunity to participate in our Budget Billing Program. Program eligibility requirements and authorization forms are available at the GRPUC office.

- 4. Delinquent Bills/Late Payment Charges: Utility bills not paid in full by the due date stated on the bill statement will become delinquent and the total amount of the balance due on the statement shall be subject to a late payment charge of 1.5% per month or a minimum charge of \$1.00, whichever is greater, if the unpaid balance due exceeds \$10.00. The GRPUC will notify Customer by a Final Notice letter of the delinquency, the amount of the late charge, and the policies related to disconnection of services. Accounts not paid by the due date stated on the Final Notice are subject to disconnection of services. No Late Payment Charge will be charged on any portion of a utility balance in dispute while dispute procedures are underway. A Late Payment Charge may be retroactively charged on the settled amount after dispute procedures are completed. Any bills remaining unpaid on closed accounts will be transferred to a new account.
Water bills and other charges that have not been paid within twenty-five (25) days, the bills are considered to be delinquent, may be certified against the property served per Minnesota Statutes 444.075. The taxpayer of record will receive notice of the proposed assessment amount. The GRPUC General Manager or designated representative will certify unpaid utility charges to the County Auditor by December 28, for collection as other taxes are collected; such charges constitute a continuing lien against the property served.

- 5. Disconnection and Reconnection of Services: If Customer service is shut off for non-payment, the amount stated on Final Notice must be paid in full, along with a reconnection charge, before service be reconnected. Reconnection charges are established by the GRPUC and are found in Appendix C.

the event of a condition determined to be hazardous to a customer, to other customers of GRPUC, to the GRPUC equipment, or to the public in general, and service is shut off, there will be no charge for reconnection when the condition has been remedied.

6. Adjustment for Inaccurate Meter Registration: In the event that any routine or special test of a meter discloses its average accuracy of registration to be in error by more than 5%, fast or slow, GRPUC will refund the overcharge for a fast meter or charge for water consumed, but not included in the bills previously rendered, for a slow meter. The refund or charge for both fast and slow meters will be based on corrected meter readings for a period equal to one-half the time elapsed since the last previous test but not to exceed six (6) months, unless it can be established that the error was due to some cause, the date of which can be fixed with reasonable certainty, in which case the refund or charge will be computed to that date, but in no event for a period longer than one (1) year.

Whenever any bill or bills have been adjusted or corrected as provided above, GRPUC will refund to existing Customer any amount due when the amount due exceeds one (\$1) dollar or to previous Customer any amount due when the amount due exceeds two (\$2) dollars or the GRPUC will bill Customer for any amount owed when the amount owed exceeds ten (\$10) dollars, as the case may be.

7. Disputed Utility Billings: Should a utility customer dispute, as being unjustified, his/her utility billing or subsequent notice of delinquency, he/she must contact the Business Office of the GRPUC within ten (10) days from the date of said billing or notice to arrange for a hearing. Said hearing shall be with the General Manager of the GRPUC whose decisions in such hearings shall be final.
8. Unlawful Use of Service: In any case of tampering with meter installation or interfering with the proper functioning thereof, or any other unlawful use or diversion of service by any person, or evidence of any such tampering, interfering, unlawful use or service diversion, Customer will be subject to immediate discontinuance of service, without notice, and to prosecution under applicable civil laws per Minnesota Statutes 325E.026, subd.2, and the GRPUC shall recover double the cost of the service provided, plus the costs involved in the civil action.

SECTION VII -- WATER DISTRIBUTION/GENERAL ISSUES

1. The GRPUC makes no warranty to its customers regarding continuous service, water quality, constant water pressure or any other condition except as otherwise required by Federal or State law.
2. Other infrequent uses of large amounts of water (such as filling a swimming pool) will be treated in the same manner as construction water. That is, the charge for water provided will be a hydrant meter installation charge plus the normal volume charges for the water used.
3. Any damage done to watermain, valves, valve boxes, hydrants or any other component of the water distribution system will be repaired by the GRPUC (with its own or hired forces). The cost of such repair will be billed to the party or parties responsible for the damage.
4. Repair of Leaks. It is the responsibility of the consumer or owner to maintain the service line from the curb stop to the building. In case of failure upon the part of any consumer or owner to repair any leak occurring in his service pipe within twenty-four (24) hours after oral or written notice has been given the owner or occupant of the premises, the water may be shut off and will not be turned on until the appropriate charge has been paid and the water service repaired. At its' discretion the GRPUC may shut off water service if it is determined that damage is likely to result from the leak or if there is a threat to public safety.
5. The GRPUC may prohibit water use by declaring a water emergency measures. After twenty-four (24) hours notice, following broadcast by local radio stations, or immediately after hand-delivered special notice that a "water emergency" exists, it shall be unlawful for the owner or occupant of any property to use water for sprinkling a lawn, washing a motor vehicle, or any other non-essential use not involving private or public sanitation or health. Such water emergency shall continue until further notice by local radio or newspaper.

SECTION VIII - WATER DISTRIBUTION UNDERGROUND UTILITY LOCATIONS

1. General

- 1.1 All requests for locations of underground facilities shall be channeled through the "Gopher State One-Call" system and shall comply with Minnesota Statutes Section 216D (One Call Excavation System). The telephone number is 1-800-252-1166 and a 48-hour notice is required. The GRPUC will not accept walk-in or telephone calls for locates, with the exception of emergency locates.
- 1.2 Emergency location is defined as a situation where a customer has a service outage of any utility (gas, water, telephone, electric, cable television). These cases will be given priority.
- 1.3 The GRPUC will locate its lines as a service to the person or company requesting the location. When the excavator approaches the estimated location, (36" to either side of the paint or flags), the exact location shall be determined and uncovered by the excavator by hand digging. GRPUC personnel will not expose the line which has been located. The excavator shall provide proper supports for the utility line while digging around the line.
- 1.4 The GRPUC will not be responsible for time delays caused to a person or contractor should the location be more than 3 feet off for water. Should the utility line not be found after a reasonable amount of digging by the person or contractor, the GRPUC will return to the site as soon as possible to relocate the utility.
- 1.5 During projects of large size or lengthy duration, the contractor requiring locating assistance may ask for scheduled stops throughout the day by locators. This procedure will require three days notice prior to the start of the specific project. The scheduled stops shall be prearranged with the GRPUC locator.
- 1.6 Damage to any GRPUC facility which was not requested to be located by the GRPUC will be repaired by the GRPUC. The cost of repair will be billed to the person or company who caused the damage. The bill shall amount to all GRPUC labor, material, equipment and overhead plus any contract time and equipment (including overhead) required to repair the damages.

2. Water Utility Locations

- 2.1 The GRPUC will locate and paint with blue, water mains and water service lines. Since the GRPUC's locating equipment can be used only for locating metallic piping, only metallic mains and services will be located.
- 2.2 Water main valves and curb boxes will be marked with blue paint and they may be marked with a wood lathe or blue flag in dirt or gravel areas.
- 2.3 Service lines from the water standpipe to the premises are the property of the owner. As a courtesy, the GRPUC will provide locations of the property owner's service at the request of the property owner, or contractor doing work for the property owner. The GRPUC assumes no responsibility or liability for this location.

PERMIT # _____
Cross Reference to Street _____
Opening Permit # _____

**APPLICATION FOR UTILITY SERVICE
FOR WATER/SEWER SERVICE
CONSTRUCTION OR CONNECTION**

Permit Application Fee: _____ Received on _____ by _____

Construction/Connection Fee: _____ Received on _____ by _____

(Do not write above this line.)

Application is hereby made to perform the following work:

(Check all that apply)

- Construct new water service line
- Construct new sewer service line
- Connect to existing curb stop or shut-off
- Connect to existing sewer service lead
- Other (Provide details on separate sheets and attach to this application.)

Water Service Data:

Size of existing watermain: _____ Material: _____

Size of existing curb stop/shut off: _____

Size of proposed service: _____

Meter size requested: _____

Location of work (house #, street, avenue, etc.): _____

This property has been annexed to the City of Grand Rapids in 1992 or later:

___ Yes ___ No (If yes, see Section I, Item 6.2.)

The work will start on _____ and will be completed by _____.

Company/Indiv. Performing Work

Local Contact Person

Address

Contact Person Phone #

City, State, Zip

The work to be done under this permit shall be in strict conformity with the ordinances of the City of Grand Rapids and to the standards adopted by the Grand Rapids Public Utilities Commission, the City Engineer and the State of Minnesota. The applicant shall hold harmless and defend the GRPUC for any claim of loss or damage made against the GRPUC, its employees or representatives arising out of the activities of the applicant.

Applicants Signature

Date

(Do not write below this line)

This application has been reviewed by the Grand Rapids Public Utilities Commission General Manager or his/her designated representative and is:

___ Approved with standard specifications (see attachments)

___ Approved with special specifications (see attachments and notations)

___ Denied

Signed: _____ Date: _____

The work described in this permit was completed in accordance with Grand Rapids Public Utilities Commission policies on _____.

Signed: _____ Date: _____
(Property Owner)

Service Installation Inspected By: _____ Date: _____
(GRPUC Representative)

Meter Installation Inspected By: _____ Date: _____
(GRPUC Representative)

Comments:

**WORKSHEET TO DETERMINE
FEE FOR WATER SERVICE
CONSTRUCTION
OR CONNECTION PERMIT**

PERMIT #: _____

APPLICANT: _____

LOCATION: _____

If permit is to construct a new water service:

Current basic fee (includes 5/8" meter): _____

Size of meter: _____

Extra meter cost: _____

If permit is to connect to an existing curb
stop or shut off:

Current basic fee _____

Fee for annexed property according to
Section I, Item 6.2. _____

TOTAL PERMIT FEE: _____

Appendix B

PERMIT # _____

APPLICATION FOR UTILITY CUT PERMIT
WORK IN THE
PUBLIC RIGHT-OF-WAY
CITY OF GRAND RAPIDS, MINNESOTA

Application is hereby made to perform the following described work within the public right-of-way (provide details here, attach additional pages if needed):

The right-of-way affected by the proposed work is located at (provide name of street/alley/etc.):

The work will start on _____ and will be completed by _____

Company/Indiv. Performing Work

Applicant (If other)

Address

Address

City, State, Zip

City, State, Zip

Phone

Phone

The work to be done under this permit shall be in strict conformity with the ordinances of the City of Grand Rapids and to the standards adopted by the City Engineer and the State of Minnesota.

The applicant shall hold harmless and defend the City of Grand Rapids for any claim of loss or damage made against the City of Grand Rapids, its employees or representatives arising out of the activities of the applicant.

Applicants Signature

Date

DO NOT WRITE BELOW THIS LINE

This application has been reviewed by the City Engineer or his representative and is:

- _____ Approved with standard specifications (see attachments)
- _____ Approved with special specifications (see attachments & notations)
- _____ Denied

Signed: _____

Date: _____

Inspected by: _____

Date: _____

Comments: _____

Appendix B cont.

IMPROVEMENT GUARANTEE

The amount of the guarantee is based on what it would cost the City to correct a rehabilitation job to specified standards. A minimum of \$25.00 retainage is required.

Calculate the reconstruction fees as follows:

Sidewalk	S.F. @ \$ 3.50
Concrete Curb	L.F. @ \$25.00
Blvd. Restoration	S.Y. @ \$ 3.50
Street Surface	S.Y. @ \$30.00
Gravel Alley	S.Y. @ \$ 3.50
Paved Alley	S.Y. @ \$30.00

TOTAL: \$ _____ (minimum of \$ 25.00)

The guarantee may be submitted in the form of a certificate of deposit naming the City of Grand Rapids as the owner; letter of credit from a financial institution approved by the City of Grand Rapids; or cashier's check. The City will maintain possession of the Guarantee Fee until such time as the specific utility cut restoration has been inspected and approved by the City Engineering Department:

The individual amounts for the improvement guarantee will be waived for 20 or more permit applications, being submitted at one time, by utility companies or contractors. In lieu of individual guarantees, the companies may submit an approved \$5,000.00 certificate of deposit naming the City of Grand Rapids as owner; letter of credit from a financial institution approved by the City of Grand Rapids; or cashier's check for each construction season, beginning on May 15th of each year.

REVIEW AND PROCESSING FEES

A one-time, non-refundable fee of \$20.00 will be charged for individual permits issued; with a fee of \$15.00 per permit for a batch of applications (20 or more at a time) for utility companies and contractors. This fee covers the cost of reviewing permit applications and field inspection of the rehabilitation sites.

IMPROVEMENT GUARANTEE: \$ _____ (minimum of \$25.00)

PERMIT FEE: \$ _____

TOTAL PAYMENT DUE: \$ _____

APPENDIX C

FEES

<u>Policy Section</u>	<u>Fee Description</u>	<u>Amount</u>
I-2.3	Water service permit application fee	\$20.00
I-2.5	Street opening permit	Varies
I-3.2	Water service construction or connection permit fee	\$100+ meter cost
I-5.4	Credit for inspection costs	\$50.00
I-6.2	Special connection fee (newly annexed property)	Varies
III-5.4	Service thawing charge	At PUC cost
IV-4.2	Meter testing costs	At PUC cost
IV-2, V-4	Unscheduled water shut-off and restoration (after normal hours)	\$200.00
V-5	Scheduled water service restoration	\$50.00
V-6	Unscheduled shut-off and restoration (during work hrs)	\$100.00
VI-3	Hydrant meter installation charge	\$50.00

APPENDIX D

CURRENT WATER

Water Rate Formula

Applicable **within** the corporate limits of
of
the City of Grand Rapids:

Applicable **beyond** the corporate limits
the City of Grand Rapids:

Meter Size

5/8"-3/4"	\$5.25
1"	7.05
1 1/4"	7.95
1 1/2"	8.90
2"	13.85
3"	50.55
4"	64.15
6"	95.85

Meter Size

5/8"-3/4"	\$5.65
1"	7.65
1 1/4"	8.65
1 1/2"	9.65
2"	15.10
3"	55.25
4"	70.10
6"	104.80

City Water (per thousand gal.)

First 10,000 Gallons	\$3.10/1,000
Next 30,000 Gallons	2.83/1,000
Next 210,000 Gallons	2.64/1,000
Next 250,000 Gallons	2.45/1,000

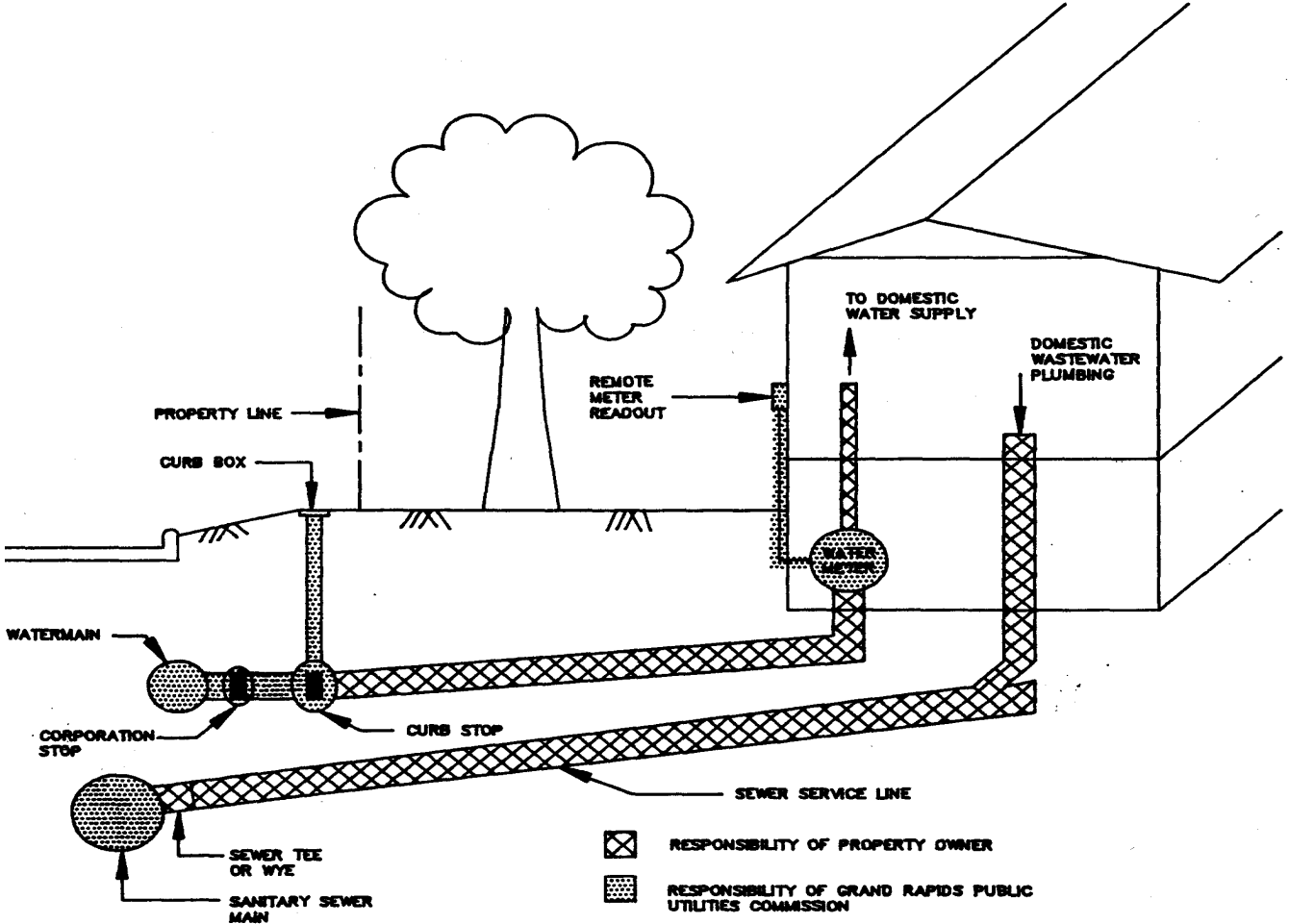
*Charges calculated are on a per month basis

Rural Water Rate (per thousand gal.)

First 10,000 Gallons	\$3.35/1,000
Next 30,000 Gallons	3.07/1,000
Next 210,000 Gallons	2.85/1,000
Next 250,000 Gallons	2.66/1,000

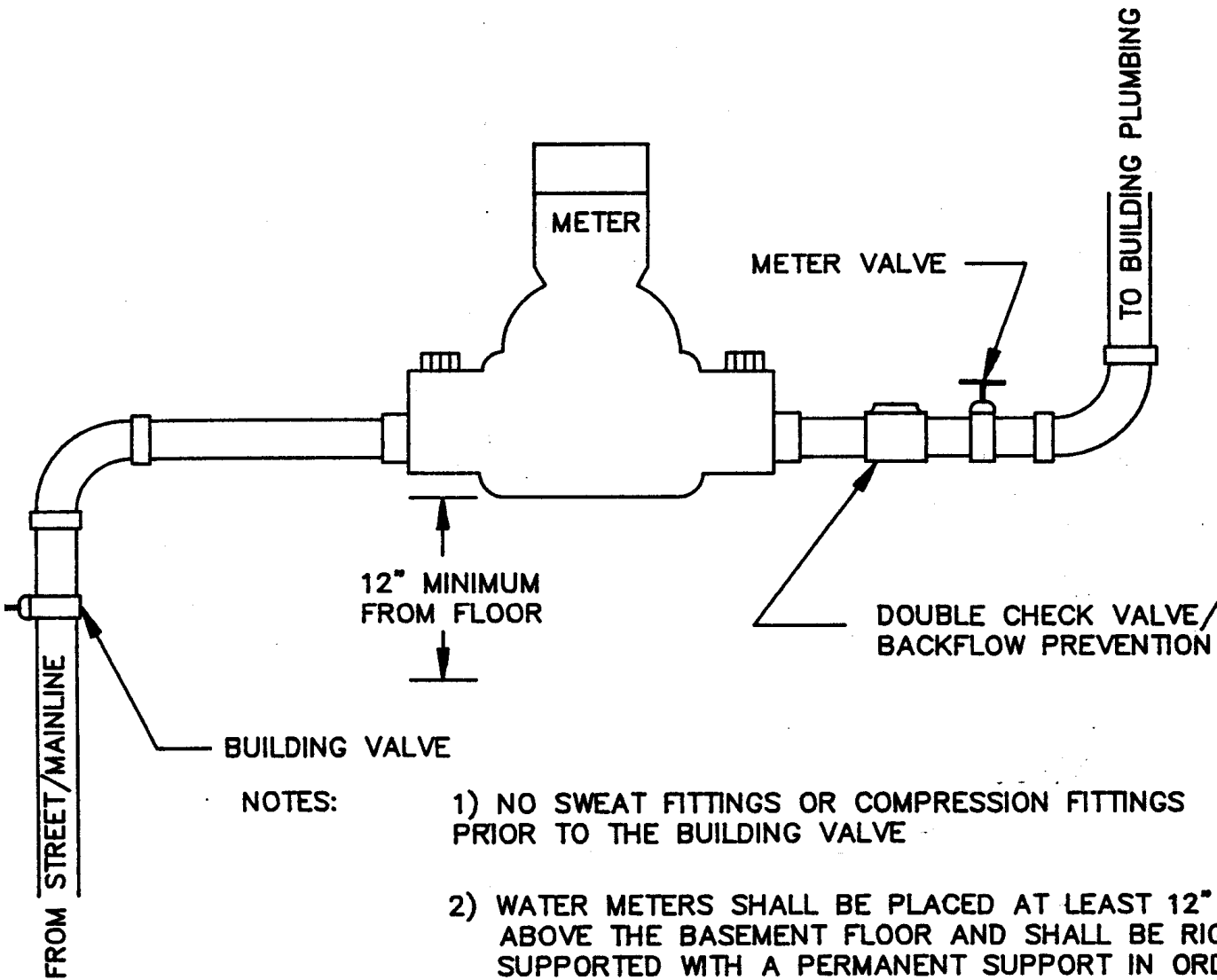
*Charges calculated are on a per month basis

Appendix E



TYPICAL OWNERSHIP SKETCH

Appendix F

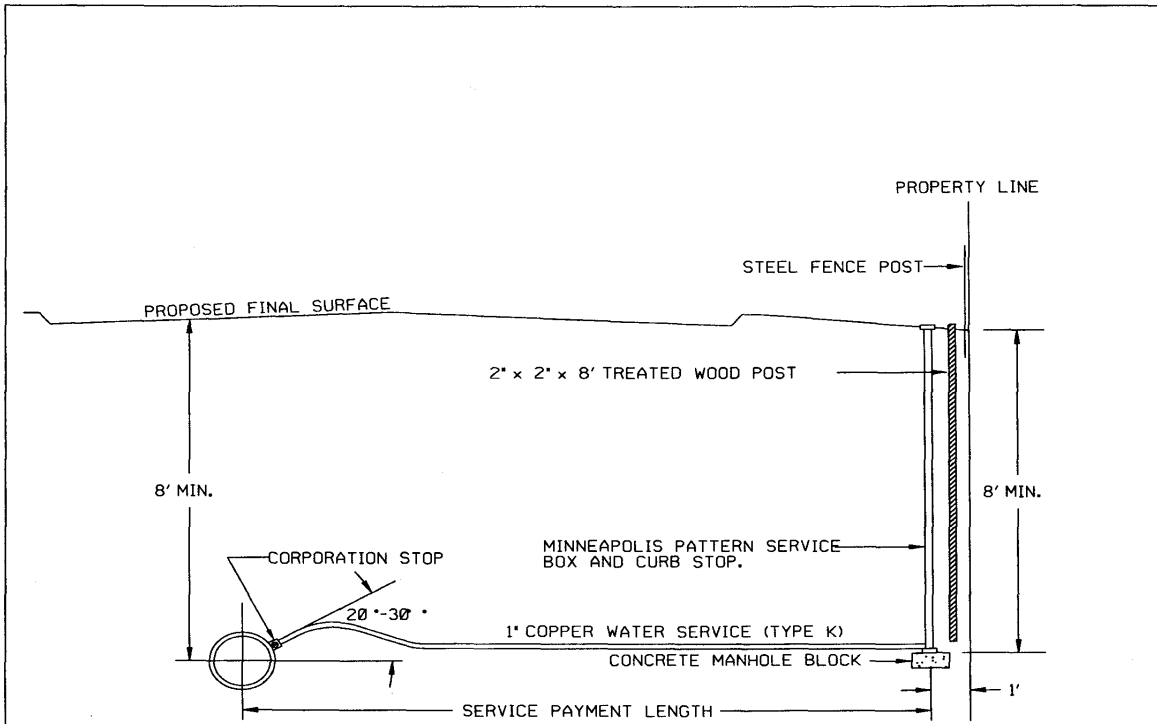


NOTES:

- 1) NO SWEAT FITTINGS OR COMPRESSION FITTINGS PRIOR TO THE BUILDING VALVE
- 2) WATER METERS SHALL BE PLACED AT LEAST 12" ABOVE THE BASEMENT FLOOR AND SHALL BE RIGIDLY SUPPORTED WITH A PERMANENT SUPPORT IN ORDER TO PREVENT THE METER FROM VIBRATING WHEN THE WATER IS PASSING THROUGH IT. THE METER SHALL BE INSTALLED IN A HORIZONTAL POSITION AND BE READILY ACCESSIBLE.

TYPICAL WATER METER INSTALLATION

Appendix G



WATER SERVICE PIPE AND FITTINGS

COPPER TUBING FOR WATER SERVICE LINES SHALL MEET THE REQUIREMENTS OF ASTM B88, TYPE K.

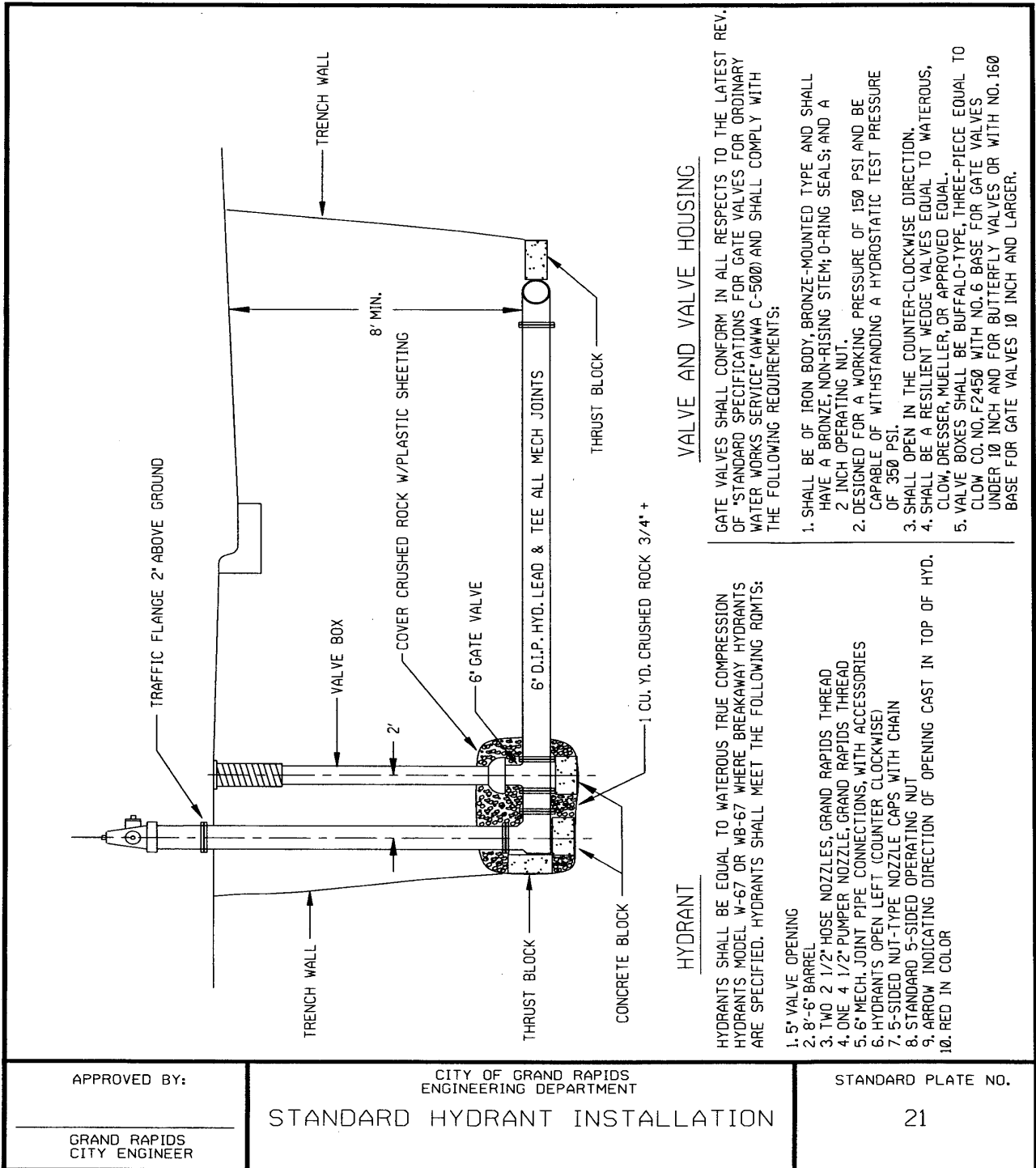
CORPORATION STOPS SHALL BE BEST QUALITY CAST BRASS EQUAL IN QUALITY TO THOSE MANUFACTURED BY MUELLER COMPANY OR FORD METER BOX COMPANY. THE CORPORATION OUTLET SHALL BE BRASS 1/8 BEND FITTING WITH FLARED COPPER CONNECTION.

CURB STOPS SHALL BE BEST QUALITY CAST BRASS, MINNEAPOLIS PATTERN STOPS EQUAL IN QUALITY TO THOS MANUFACTURED BY THE MUELLER COMPANY OR FORD METER BOX COMPANY. CURB STOP BOXES SHALL HAVE A MINNEAPOLIS PATTERN BASE.

THE WATER SERVICE LINE SHALL BE BEDDED AND INCASED IN GRANULAR BEDDING (INCIDENTAL TO PIPELINE CONSTRUCTION).

<p>APPROVED BY:</p> <p>GRAND RAPIDS CITY ENGINEER</p>	<p>CITY OF GRAND RAPIDS ENGINEERING DEPARTMENT</p> <p>STANDARD WATER SERVICE</p>	<p>STANDARD PLATE NO.</p> <p>22</p>
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Appendix H



VALVE AND VALVE HOUSING

GATE VALVES SHALL CONFORM IN ALL RESPECTS TO THE LATEST REV. OF "STANDARD SPECIFICATIONS FOR GATE VALVES FOR ORDINARY WATER WORKS SERVICE" (AWWA C-500) AND SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:

1. SHALL BE OF IRON BODY, BRONZE-MOUNTED TYPE AND SHALL HAVE A BRONZE, NON-RISING STEM; O-RING SEALS; AND A 2 INCH OPERATING NUT.
2. DESIGNED FOR A WORKING PRESSURE OF 150 PSI AND BE CAPABLE OF WITHSTANDING A HYDROSTATIC TEST PRESSURE OF 350 PSI.
3. SHALL OPEN IN THE COUNTER-CLOCKWISE DIRECTION.
4. SHALL BE A RESILIENT WEDGE VALVES EQUAL TO WATEROUS, CLOW DRESSER, MUELLER, OR APPROVED EQUAL.
5. VALVE BOXES SHALL BE BUFFALO-TYPE, THREE-PIECE EQUAL TO CLOW CO. NO. F2450 WITH NO. 6 BASE FOR GATE VALVES UNDER 10 INCH AND FOR BUTTERFLY VALVES OR WITH NO. 160 BASE FOR GATE VALVES 10 INCH AND LARGER.

HYDRANT

HYDRANTS SHALL BE EQUAL TO WATEROUS TRUE COMPRESSION HYDRANTS MODEL W-67 OR WB-67 WHERE BREAKAWAY HYDRANTS ARE SPECIFIED. HYDRANTS SHALL MEET THE FOLLOWING RQMTS:

1. 5" VALVE OPENING
2. 8'-6" BARREL
3. TWO 2 1/2" HOSE NOZZLES, GRAND RAPIDS THREAD
4. ONE 4 1/2" PUMPER NOZZLE, GRAND RAPIDS THREAD
5. 6" MECH. JOINT PIPE CONNECTIONS, WITH ACCESSORIES
6. HYDRANTS OPEN LEFT (COUNTER CLOCKWISE)
7. 5-SIDED NUT-TYPE NOZZLE CAPS WITH CHAIN
8. STANDARD 5-SIDED OPERATING NUT
9. ARROW INDICATING DIRECTION OF OPENING CAST IN TOP OF HYD.
10. RED IN COLOR

APPROVED BY:

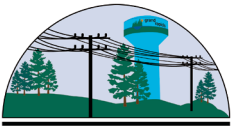
GRAND RAPIDS
CITY ENGINEER

CITY OF GRAND RAPIDS
ENGINEERING DEPARTMENT

STANDARD HYDRANT INSTALLATION

STANDARD PLATE NO.

21



**GRAND RAPIDS
PUBLIC UTILITIES**
Service is Our Nature

Item 4.

COMMISSION POLICY

Wastewater Collection and Treatment Operating Rules

Category:
Wastewater

Subcategory:
Collection

Policy Number:
6.1.010

Grand Rapids Public Utilities Commission

Operating Policy Rules

Public Wastewater Collection and Treatment Systems

Adopted: May 18, 2005
Revised: January 22, 2018

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1. PURPOSE AND OBJECTIVES

These Operating Policy Rules (hereinafter “Operating Policy”) were developed to be used by Grand Rapids Public Utilities Commission (GRPUC) personnel and to provide notice to the public. The result of following this Operating Policy should be consistent, logical and fair treatment of GRPUC customers in regard to use of public sewers and Publicly Owned Treatment Works (POTW).

The Operating Policy covers use on public sewer and private sewage disposal, installation and connection on sewer mains and service lines, use of the public sewers, protection from damage, powers of authority of inspectors, ownership, responsibility for maintenance, repair and replacement of service lines, abandonment and removal of service lines, and requirements for compliance.

This Operating Policy sets forth uniform requirements for discharges into the GRPUC POTW and enables the GRPUC to comply with all State (Minnesota Pollution Control Agency) and Federal (U.S. Environmental Protection Agency) laws.

The objectives of this Operating Policy are as follows:

- a) Prevent the introduction of pollutants into the POTW which will interfere with the operation of the facilities or the use or disposal of the sludge;
- b) Prevent the introduction of pollutants into the POTW, which will pass through the system inadequately treated into receiving waters of the state or the atmosphere or otherwise be incompatible with the system;
- c) Improve the opportunity to recycle and reclaim wastewater and sludge from the system; and
- d) Control discharges to the public sewer and POTW.

The Operating Policy provides for the regulation of discharges into the GRPUC wastewater disposal system through the issuance of permits to certain users and through enforcement of the general requirements for all users, authorizes monitoring and enforcement activities, provides for penalty relief, requires user reporting, and provides for the setting of fees necessary to carry out the program established herein.

The Operating Policy shall apply to the City of Grand Rapids and to persons and facilities outside the City who are, by contract or agreement with the GRPUC, users of the GRPUC wastewater disposal system. Except as otherwise provided herein, the GRPUC’s General Manager shall administer, implement, and enforce the provisions of this Operating Policy.

2.0 DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of terms used in this Operating Policy shall be as follows:

Agency means the Minnesota Pollution Control Agency.

Authorized or Duly Authorized Representative of the User means:

- (1) If the user is a corporation:
 - (a) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - (b) The manager of one or more manufacturing, production or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- (2) If the user is a partnership or sole proprietorship; a general partner or proprietor, respectively.
- (3) If the user is a federal, state or local governmental facility; a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
- (4) The individuals described in paragraphs (1) through (3) above, may designate a duly authorized representative if the authorization is in writing, it specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and it is submitted to the city.

Best Management Practices or BMPs means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in the prohibited discharge standards of these Operating Policy Rules. BMPs include, but are not limited to, treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

Building Drain means that part of the lowest horizontal piping of a drainage system, which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet outside the inner face of the building wall.

Building Official means the Building Official of the City of Grand Rapids, Minnesota.

Building Sewer means the extension from the building drain to the public sewer or other place of disposal.

Building Water means the pipe or conduit connecting a building to the public water main or other source of water.

Categorical Pretreatment Standard or National Categorical Pretreatment Standard means the pretreatment standards from federal regulations that are incorporated by reference in Rule 7049.0310 of the Minnesota Rules, as amended.

CBOD (Carbonaceous Biochemical Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees C (68°F), expressed in milligrams per liter.

City means the City of Grand Rapids

Customer means any user of a utility.

EPA means the U.S. Environmental Protection Agency

Flow means the quantity of wastewater expressed in gallons or cubic feet per twenty-four (24) hours.

General Manager means the GRPUC General Manager or his authorized agent or representative.

General Pretreatment Regulations means the general pretreatment regulations for existing and new sources of pollution promulgated by the EPA under Section 307(b) and (c) of the Clean Water Act and found at 40 CFR 403.

GRPUC means Grand Rapids Public Utilities Commission.

Indirect Discharge or Discharge means the introduction of pollutants into the POTW, whether by sewer or other means.

Industrial Wastes means both liquid and solid wastes from industrial manufacturing processes, trade, or business as distinct from domestic sanitary sewage.

Interference means a discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and is, therefore, a cause of violation, including an increase in the magnitude or duration of a violation, of any permit or rule controlling, prohibiting, or limiting the release of pollutants from the POTW into the environment.

MPCA means the Minnesota Pollution Control Agency

Natural Outlet means any outlet into a watercourse, pond, ditch, lake, or other body of surface or ground water.

National Pollutant Discharge Elimination System (NPDES) Permit means any permit or requirements issued by the Minnesota Pollution Control Agency (MPCA) pursuant

to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq); for the purpose of regulating the discharge of wastewater, industrial wastes, or other wastes under the authority of Section 402 of the Act.

New Source shall have the meaning set forth in Rule 7049.0120, subpart 11 of the Minnesota Rules, as amended, which presently reads as follows:

- (1) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the Act that will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
 - (a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - (b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - (c) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
- (2) Construction on a site at which an existing source is located results in modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of paragraph 1 (b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.
- (3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:
 - (a) Begun, or caused to begin, as part of a continuous onsite construction program:
 - (i) Any placement, assembly, or installation of facilities or equipment; or
 - (ii) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
 - (b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Noncontact Cooling Water means water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

Operating Policy means the set of rules contained herein governing the discharge of wastewater to the POTW.

Pass Through means a discharge which exits the POTW plant into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of violation of any requirement of any permit, rule, regulation, or ordinance controlling, prohibiting, or limiting the release of pollutants from the POTW plant into the environment, including an increase in the magnitude or duration of a violation.

Person means any individual, firm, company, association, society, corporation, or group.

pH means the logarithm of the reciprocal of the concentration of hydrogen ions in gram equivalents per liter of solution.

POTW means Publicly owned Treatment Works including all arrangement of devices, structures and facilities for collection, pumping, treating, and disposing of sewage.

Pretreatment means the process of reducing the amount of pollutants, eliminating pollutants, or altering the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the GRPUC wastewater disposal system. The reduction, elimination, or alteration may be obtained by physical, chemical or biological processes, process changes or other means, except as prohibited by this Operating Policy. See Rule 7049.0120, subpart 17, of the Minnesota Rules, as amended, for a more complete definition of this term.

Pretreatment Standard means any state or local law, rule, or ordinance containing pollutant discharge limits or prohibitions, applicable to a POTW. Pretreatment standard includes all standards or limits required by Minnesota Rules, Chapter 7049. Where more than one standard or limit applies, the most restrictive is controlling.

Properly Shredded Garbage means the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one (1) inch in any dimension.

Public Sewer means a sewer, which is controlled by public authority and where all owners of abutting properties have equal rights of usage.

Sanitary Sewer means a sewer, which carries sewage and to which storm, surface, and ground waters are not intentionally admitted.

Sewage means a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishment, together with such ground, surface, and storm waters as may be present.

Sewage Works means all facilities for collection, pumping, treating, and disposing of sewage.

Sewer means a pipe or conduit for carrying sewage.

Sewer Service Line means the extension from the building drain to the public sewer or other place of disposal. This term is synonymous with building sewer.

“*Shall*” and “*Must*” is mandatory; “*May*” is permissive.

Significant Industrial User shall have the meaning set forth in Rule 7049.0120, subp. 24, of the Minnesota Rules, as amended, which presently reads as follows:

- A) “Significant industrial user” means an industrial user that:
- (1) contributes a process wastewater containing five percent or more of the flow or load of any pollutant of concern to the receiving POTW;
 - (2) is designated by the agency or the receiving POTW authority as significant on the basis that it has reasonable potential to impact the receiving POTW plant, or violate required pretreatment standards; or
 - (3) discharges 25,000 gallons per day or more of process wastewater, excluding sanitary, noncontact cooling or boiler blowdown wastewater, to the receiving POTW.
- B) An industrial user that meets the criteria in item A may be designated “not significant” by the POTW authority on the basis that it has no reasonable potential to impact the POTW plant and has no reasonable potential to violate required pretreatment standards.
- C) An industrial user that is subject to a national categorical pretreatment standards shall also be considered a significant industrial user by any POTW authority that operates a federal delegated pretreatment program approved under parts 7049.0800 to 7049.1020, except as provided in item D.
- D) The POTW may determine that an industrial user subject to national categorical pretreatment standards is a non-significant categorical industrial user rather than a significant industrial user on a finding that the industrial user never discharges more than 100 gallons per day of total categorical wastewater, excluding sanitary, noncontact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard, and the industrial user:
- (1) prior to the control authority’s finding, has consistently complied with all applicable categorical pretreatment standards and requirements;
 - (2) annually submits the certification statement required in Code of Federal Regulations, title 40, section 403.12(q), together with any additional information necessary to support the certification statement; and
 - (3) never discharges any untreated concentrated wastewater.

Significant Non-compliance shall have the meaning set forth in Rule 7049.0120, subpart 25, of the Minnesota Rules, as amended, which presently reads as follows: “An industrial user is in significant non-compliance if its violation meets one or more of the following criteria:

- A) chronic violations of wastewater discharge limits, defined in this part as those in which 66 percent or more of all of the measurements taken for the same pollutant parameter during a six month period exceed, by any magnitude, a numeric pretreatment standard or requirement, including instantaneous limits;
- B) technical review criteria (TRC) violations defined in this part as those in which 33 percent or more of all of the measurements for each pollutant parameter taken during a six month period equal or exceed the product of a numeric pretreatment standard or requirement multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH);
- C) any other violation of a pretreatment standard or requirement that the POTW determines has caused, alone or in combination with other discharges, interference or pass-through, including endangering the health of POTW personnel or the general public;
- D) any discharge of a pollutant that has caused imminent endangerment to human health, welfare, or the environment or has resulted in the receiving POTW authority’s exercise of its emergency authority to halt or prevent such a discharge;
- E) failure to meet, within 90 days after the scheduled date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;
- F) failure to provide, within 45 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- G) failure to accurately report non-compliance; or
- H) any other violation or group of violations, which may include a violation of best management practices, that the POTW authority determines will adversely affect the operation or implementation of the local pretreatment program.”

Slug, Slug load or Slug discharge means a discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any way violate the POTW’s regulations, local limits, or permit conditions.

Solid Waste shall have the meaning set forth in Minn. Stat. Section 116.06, subd. 22, as amended, which presently provides as follows: “ ‘Solid waste’ means garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, in solid, semisolid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural operations, and from community activities, but does not include hazardous waste; animal waste used as fertilizer; earthen fill, boulders, rock; sewage sludge;

solid or dissolved material in domestic sewage or other common pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste water effluents or discharges which are point sources subject to permits under section 402 of the federal Water Pollution Control Act, as amended, dissolved materials in irrigation return flows; or source, special nuclear, or by-product material as defined by The Atomic Energy Act of 1954, as amended.”

Storm Water means any flow occurring during or following any form of natural precipitation and resulting therefrom.

Storm Drain (sometimes termed "*storm sewer*") means a drain system which carries storm and surface waters and drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water.

Total Suspended Solids (TSS) means solids that are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

User means any person who discharges, causes, or permits the discharge of wastewater into the GRPUC wastewater disposal system.

Watercourse means a channel in which a flow of water occurs, either continuously or intermittently.

Waste shall have the meaning set for in Minn. Stat. Section 115A.03, subd. 34, as amended, which presently provides as follows: “Waste’ means solid waste, sewage sludge, and hazardous waste.”

Wastewater means the liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any groundwater, surface water, and storm water that may be present, whether treated or untreated, which is discharged into or permitted to enter the GRPUC wastewater disposal system.

Wastewater Treatment Plant or Plant means that portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

3.0 USE OF PUBLIC SEWERS

- 3.1 It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the City, or in any area under the jurisdiction of the City, any human or animal excrement, garbage, or other objectionable waste.
- 3.2 It is unlawful to discharge to any natural outlet within the City, or in any area under the jurisdiction of the City, any sewage or other wastewater, except where suitable treatment has been provided in accordance with subsequent provisions of this Operating Policy.

- 3.3 Except as hereinafter provided, it shall be unlawful to construct or maintain within the City any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.
- 3.4 The owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the city and abutting on any street, alley, or right-of-way shall be required at his expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this article, within 90 days after official notice to do so, provided that the public sewer is within 150 feet of the property line.
- 3.5 It shall be unlawful for the owner or occupant of any property to fail to make such connection with the public sewer, within 90 days after written notice is given to such owner or occupant to make such connection by order of the council. The written notice shall be prepared and delivered by the city clerk.
- 3.6 Whenever any owner or occupant shall fail to comply with such written notice, the council shall by resolution direct that a connection be made with the public sewer and that the cost of the installation be paid in the first instance out of the general revenue fund, and the actual cost thereof shall be assessed against the property benefited.
- 3.7 After such installation and connection is completed by order of the council, the city clerk shall serve a written notice of the assessment upon the owner or his representative, directing him to pay the assessment to the city treasurer within ten days after the service of the notice. If such assessment is not paid within 30 days, the city clerk shall certify the amount thereof to the county auditor in the same manner as other special assessments; provided, the council may by resolution provide that the assessment be spread over a term of years as determined by the council upon request of the owner of the property or his representative.

4.0 PRIVATE WASTEWATER DISPOSAL SYSTEM

- 4.1 Where a public sanitary sewer is not available under the provisions of Section 3, the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this article.
- 4.2 Before commencement of construction of a private wastewater disposal system, the owner shall first obtain a written permit signed by the Building Official. The application for such permit must be made on a form furnished by the city, which the applicant shall supplement with any plans, specifications, and other information as are deemed necessary by the Building Official. A permit and inspection fee shall be paid to the city at the time the application is filed.
- 4.3 A permit for a private wastewater disposal system shall not become effective until the installation is completed to the satisfaction of the Building Official. The Building Official shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the Building Official when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within twenty-four (24) hours of the receipt of notice by the Building Official.

- 4.4 The type, capacities, location, and layout of a private wastewater disposal system shall comply with all recommendations of the Minnesota Pollution Control Agency. No private wastewater disposal system employing subsurface soil absorption facilities shall be constructed where the area of the lot is less than 40,000 square feet, unless the owner presents evidence to the GRPUC demonstrating that special conditions exist which assures the system will meet the minimum standards of the Minnesota Individual Sewage Disposal System Code. No septic tank or cesspool shall be permitted to discharge to any natural outlet.
- 4.5 The owner shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times, at no expense to the City and/or the GRPUC.
- 4.6 The employees of the GRPUC may enter upon any property having a private wastewater disposal system for the purpose of inspecting such system and making such other investigations and tests as are deemed necessary. Entry shall be made during the daylight hours unless abnormal or emergency circumstances require otherwise.
- 4.7 At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in Section 4 a direct connection shall be made to the public sewer in compliance with this Operating Policy within thirty (30) days, and the private wastewater disposal facilities shall be removed or filled with suitable material approved by the General Manager.
- 4.8 No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by the General Manager. The provisions of this subsection shall be in addition to any requirements established by applicable federal, state, or local laws and regulations and shall not be construed to relieve any liability or obligation imposed by such laws and regulations.

5.0 BUILDING SEWERS AND CONNECTIONS

- 5.1 No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance without first obtaining a written Service Construction or Connection Permit from the General Manager. A customer applying for a Service Construction or Connection Permit must use the application form furnished by the GRPUC (see attached copy in Appendix A) and pay a service permit application fee of \$20.00. If the application is approved there will be an additional sewer service permit fee (see attached fee schedule in Appendix B). The sewer Service Construction or Connection Permit does not include a Utility Cut Permit. If such a permit is required under Separate GRPUC Policy Rules, the applicant must also obtain a Utility Cut Permit through the City Engineering Department.
- 5.2 All costs and expense incident to the installation and connection of the sewer service line will be the responsibility of the owner. The owner shall indemnify the GRPUC and/or the City from any loss or damage that may directly or indirectly occur during the installation of the sewer service line.

- 5.3 In no event shall a sewer service line serve more than one parcel of property. If a single parcel is developed with multiple buildings, such as in the case of an apartment complex, a single sewer service line serving more than one building may be constructed only with the written approval of the General Manager. Such approval will be granted only if the provision of separate services to each building is impractical. The fact that a single service may be less costly to construct does not necessarily make multiple service lines impractical. If an existing single parcel of property with multiple buildings that are served by a single sewer service line is subsequently subdivided, additional services shall be constructed so that each parcel is served by separate sewer service lines.
- 5.4 Old sewer service lines may be used in connection with new buildings only when they are found, upon examination and testing by the GRPUC, to meet all requirements of this Operating Policy.
- 5.5 The size, slope, alignment, materials of construction of a building sewer line, and the methods to be used on excavating, placing of the pipe, jointing, testing, and backfilling the trench, must conform to the requirements of the building and plumbing codes and other applicable rules and regulations of the City and/or the GRPUC.
- 5.6 Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, such building drain shall be provided with a lifting device approved by the Building Official and discharged to the building sewer.
- 5.7 No person shall make connection of roof downspouts, foundation drains, areaway drains, or other source of surface runoff or groundwater to a sewer service line or building drain, which in turn is connected directly or indirectly to a public sanitary sewer.
- 5.8 The connection of the sewer service line into the public sewer must conform to the requirements of the uniform building and plumbing code and other applicable rules and regulations of the City and/or the GRPUC. Any deviation from the prescribed procedures and materials needs to be approved by the GRPUC before installation.
- 5.9 The construction of the building sewer and its connection into the public sewer shall conform to the requirements of the uniform building and plumbing code, the sewer specifications included herein, or other applicable rules and regulations and the procedures set forth in appropriate specifications of the Water Pollution Control Federation Manual (ASTM). All such construction shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the GRPUC.
- 5.10 The applicant for the Service Construction or Connection Permit shall notify the General Manager when sewer service line is ready for inspection and connection to the public sewer mains. The connection shall be made under the supervision of the General Manager. No work shall be backfilled until inspected and approved by the General Manager.

- 5.11 Employees of the GRPUC shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the connection shall notify the Building Official and GRPUC Engineer when the work is ready for final inspection and no underground portions shall be covered before the final inspection is completed. The connection shall be made under the supervision of the Building Official or his representative.
- 5.12 All excavations for sewer installations shall be adequately guarded with barricades and lights so as to protect the public from hazard.
- 5.13 Streets, sidewalks, parkways, and other public property disturbed in the course of the excavation and other work involved in installing or removing sewer service lines shall be restored in a manner satisfactory to the GRPUC. The customer must obtain a Utility Cost Permit from the City Engineer for all work in the Public Right-of-Way.
- 5.14 When properties are annexed to the City, it sometimes occurs that the properties have access to previously constructed sewer mains. In these cases, the newly annexed properties may be permitted to connect to the mains. However, the customer will be charged a special connection fee related to any past special assessments of these mains. The special connection fee will be all or a portion of the cost of any special assessment that would have been levied if the property had been in the City at the time of the special assessments. The fee will be calculated according to a straight-line depreciation method over an assumed useful life of 40 years.
- Similarly, it may sometimes occur that property already in the City may not have been assessed for the construction of abutting and accessible sewer mains. If an applicant for a Service Construction or Connection Permit wants to connect to sewer mains and the property was not for some reason previously assessed for such services, a special connection fee relating to any past special assessments of these mains shall be charged to the applicant. The special connection fee will be all or a portion of the cost of any special assessment that would have been levied if the property had been assessed at the time of the special assessment. The special connection fee will be calculated according to a straight-line depreciation method over an assumed useful life of 40 years.
- 5.15 Sewer customers cannot resell those services. An apartment complex that has one or more master meters shall not meter individual apartments for the purpose of charging those apartments on the basis of usage.
- 5.16 If a building has a private water supply system and is connected to the public sewer, the water supply system shall be connected to a meter, which shall be the basis for the sewer billing.
- 5.17 Any new connections to the sanitary sewer system shall be prohibited unless sufficient capacity is available in all downstream facilities including, but not limited to capacity for flow, CBOD and TSS, as determined by the GRPUC. Before any new connection to the GRPUC system is permitted, the General Manager shall ascertain that no cross connection will exist when the new connection is made.

- 5.18 The GRPUC makes no warranty to its customers regarding sewer service, except as otherwise required by Federal or State law.
- 5.19 The owner of property shall be liable for sewer service provided to the owner's property, whether the owner is occupying the property or not, and any charges unpaid shall be a lien upon the property.

6.0 MAIN AND LATERAL SEWERS

- 6.1 No person, unless authorized, shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the GRPUC.
- 6.2 No sanitary or storm sewer mains shall be constructed in the City (except house or building service sewers) except by the GRPUC or others subject at all times to inspection during construction by engineers and employees of the GRPUC and/or the City. No such sewers shall be considered to be a part of the public sewer system unless accepted by the GRPUC.
- 6.3 The size, slope, alignment, material of construction, methods to be used in excavation, placing of pipe, jointing, testing, backfilling and other work connected with the construction of sewers shall conform to the requirements of the GRPUC.

7.0 PROHIBITED WASTES

- 7.1 No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer. All discharges must comply with any federal and/or state regulations associated with discharges to the GRPUC wastewater treatment facility (e.g., categorical pretreatment limits), and those prohibitions set forth in Minn. Rule 7049.0140.
- 7.2 Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the City Engineer. Industrial cooling water or unpolluted process waters may be discharged, on approval of the City Engineer, to a storm sewer, or a natural outlet.
- 7.3 No person shall discharge or cause to be discharged, directly or indirectly into the POTW heat in amounts which will or is likely to inhibit biological activity in the treatment plant resulting in interference or causing damage to the treatment plant but in no case heat in such quantities that the Industrial Users waste temperature is greater than 110° F (43.3° C) at its point of discharge to the sewer system.
- 7.4 No person shall discharge or cause to be discharged any of the following described fluids or solids to any public sewers.
- 7.4.1 Any gasoline, benzene, ethyl benzene, xylene, naphtha, fuel oil, motor oil, or other volatile organic compounds, or any other flammable or explosive liquid, solid, or gas, which may create a fire or explosion hazard in the publicly

owned treatment works. Such discharge must in any case meet State and Federal requirements.

- 7.4.2 Any solids containing toxic or poisonous elements, liquids or gases in sufficient quantity, either singly or by interaction with other wastes to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the POTW.
- 7.4.3 Any fluids or solids having pH lower than (5.5) or greater than (11.0), or having corrosive properties capable of causing damage or hazard to structures, equipment, and personnel of the POTW.
- 7.4.4 Any fluid or solid substances in quantities or of such size or nature capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the POTW such as, but not limited to: ashes, cinders, sand, mud, clay, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshing entrails, paper dishes, eggshells, cups, milk containers, inhibitory milk products, etc., either whole or ground by garbage grinders; or any soluble substance that would create a viscosity of liquid greater than one-half inch (1/2") in any proportion of the treatment works.
- 7.5 No person shall discharge or cause to be discharged the following described substances, materials, or wastes if it appears likely in the opinion of the General Manager that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving waters, an adverse effect to public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the General Manager will give consideration to such factors as to quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the POTW, degree of treatability of wastes in the POTW and other pertinent factors. Special approval from the General Manager is required for an industrial user whose discharge exceeds numerical limits specified in this Operating Policy. The substances prohibited are:
- 7.5.1 Any fluid or solid containing fats, wax, grease, or oils, whether emulsified or not, which may solidify or become viscous at temperatures between thirty-two (32) degrees F and one hundred ten (110) degrees F (0 and 43.3 degrees C), or in excess of 100 parts per million (834 pounds per million gallons) of either, or both or in combinations of free or emulsified oil and grease, if, in the opinion of the General Manager, it appears probable that such wastes:
- Can deposit grease or oil in the sewer lines in such a manner to clog the sewers.
 - Are not amenable to bacterial action and will therefore pass to the receiving waters without being affected by normal wastewater treatment processes.

- Can have deleterious effects on the treatment process.

- 7.5.2 Any garbage that has not been properly shredded or solid material or insoluble substance having dimensions greater than ½-inch in diameter. The installation and operation of any garbage grinder equipped with a motor of three-fourth (3/4) horsepower or greater shall be subject to the review and approval of the General Manager.
- 7.5.3 Any fluid or solid containing strong acid iron pickling wastes or concentrated plating solutions whether neutralized or not.
- 7.5.4 Any fluid or solid containing heavy metals an such as Chromium, copper, zinc, cyanide, and similar objectionable or toxic substances which exceed the limits which are established for such materials, unless more restrictive limits are established by federal or state regulatory agencies having jurisdiction. The following concentrations in parts per million shall not be exceeded on any grab sample:

Pollutant	Monthly Average Limits (mg/L)	Daily Maximum Limits (mg/L)
Arsenic	0.7	0.7
Cadmium	0.07	0.11
Chromium	1.71	2.77
Copper	2.07	3.38
Cyanide	0.65	1.20
Iron	5.0	5.0
Lead	0.43	0.69
Mercury	0.0002	0.0002
Nickel	2.38	3.98
Silver	0.24	0.43
Zinc	1.48	2.61

Note: Limits published by the EPA represent concentrations at which damage to activated sludge might occur. Limits were adopted by the Grand Rapids POTW as guidelines.

- 7.5.5 Any fluid or solid exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the General Manager for such materials.
- 7.5.6 Any fluid or solid containing phenols or other taste or odor producing substances, in such concentrations exceeding limits of 12.0 parts per million, or as established by the General Manager (as necessary), after treatment of the composite sewage to meet the requirements of the Federal, State, or other public agencies of jurisdiction for such discharge to the receiving waters.

- 7.5.7 Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits as established by current United States Bureau of Standards Handbooks dealing with the handling and release of radioactive materials.
- 7.5.8 Any substance, which will cause the POTW to violate its NPDES and/or State Disposal System Permit or the receiving water quality standards.
- 7.5.9 Any substance, which may cause the POTW's effluent or any other product of the wastewater treatment process such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the wastewater disposal system cause the system to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State standards applicable to the sludge management method being used.
- 7.5.10 Any hazardous waste, unless prior approval has been obtained from the General Manager.
- 7.5.11 Any waste generated outside the area served by the POTW without prior approval of the General Manger.
- 7.5.12 Any unpolluted water, including cooling water, rainwater, storm water or groundwater, unless there is no other prudent or feasible alternative.
- 7.5.13 Any trucked or hauled wastes or pollutants, except at discharge points designated by the POTW.
- 7.5.14 Materials, which exert or cause:
- a) Unusual concentrations of solids or composition: as for example, in total suspended solids (TSS) of inert nature (such as, but not limited to, Fullers earth, lime slurries, and lime residues), or of total dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
 - b) Excessive discoloration (such as, but not limited to, dyes and vegetable tanning solutions).
 - c) Unusual biochemical oxygen demand (BOD) or an unusual immediate oxygen demand in such quantities as to constitute a significant load on the sewage treatment works.
 - d) High hydrogen sulfide content.
 - e) Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.
- 7.6 Septic Tank & Holding Tank Discharges

- 7.6.1 No person owning vacuum or “septic tank” pump trucks or other liquid wastewater transport trucks shall discharge directly or indirectly such wastewater into the wastewater system, unless such person shall first have applied for and received a permit from the GRPUC for each vehicle. All applicants for this permit shall complete such forms as required by the GRPUC (Appendix A), pay appropriate fees (Appendix B), and agree in writing to abide by the provisions of this section and any special conditions or regulations established by the Minnesota Pollution Control Agency (MPCA). Such permits shall be limited to the discharge of domestic wastewater containing no industrial wastewater. The GRPUC shall designate the locations and times where such trucks may be discharged and may refuse to accept any truckload of wastewater where in its absolute discretion it appears that the wastewater could cause interference with the effective operation of the wastewater system.
- 7.6.2 No person shall discharge any other holding tank wastewater into the wastewater system unless he/she have applied for and have been issued a permit by GRPUC. Unless otherwise allowed under the terms and conditions of the permit a separate permit must be secured for each location of discharge. This permit shall include the time of day the discharge is to occur, the volume of the discharge, and shall limit the wastewater constituents and characteristics of the discharge. Such user shall pay fees (Appendix B) therefore, and shall comply with the conditions of the permit issued by GRPUC. No permit, however, will be required to discharge domestic wastewater from a recreational vehicle or marine vessel holding tank providing such discharge is made into an approved facility designed to receive such wastewater.
- 7.7 If any wastewater discharged or are proposed to be discharged to the public sewers, which waters or wastes contain the substances or possess the characteristics enumerated in Section 7.4 and which in the judgment of the General Manager, may have a deleterious effect upon the POTW, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the General Manager may:
- Reject the waters or wastes,
 - Require pretreatment to an acceptable condition prior to discharge to the public sewers,
 - Require control over the quantities and rates of discharge, and
 - Require payment to cover the added cost of handling and treating the water or waste not covered by existing taxes or sewer charges.

If the General Manager permits the pretreatment or controlled discharge of water or waste flows, the design and installation of the plants and equipment shall be subject

to the review and approval of the General Manager and subject to the requirements of all applicable codes, Operating Policies, and laws.

8.0 INDUSTRIAL WASTEWATER REQUIREMENTS

- 8.1 Review and acceptance of the GRPUC shall be obtained prior to the discharge into the public sewers of any wastewaters having one or more of the following characteristics:
- a) A five-day, 20 degrees Celsius, biochemical oxygen demand (BOD) greater than 250 ppm, and/or a chemical oxygen demand (COD) greater than 375 ppm.
 - b) A total suspended solids concentration greater than 300 ppm.
 - c) A volume greater than 10,000 gallons per day.
- 8.2 The General Manager shall have the right to reject industrial waste in whole or in part for any reason. A special agreement or contract for services may be executed when such an agreement is deemed appropriate by either the GRPUC. Such agreements shall be in accordance with all sewer use Operating Policies and rate structures.
- 8.3 The GRPUC reserves the right to sample any wastewaters entering the Public Sewer System.
- 8.4 The GRPUC reserves the right to surcharge for any wastes exceeding the characteristics enumerated in this section.

9.0 INDUSTRIAL DISCHARGE AGREEMENT

- 9.1 Scope. Industrial Users, or other persons, discharging into the POTW shall obtain an Industrial Discharge Agreement pursuant to these rules. The criteria to be utilized by the GRPUC to determine if an Industrial Discharge Agreement will be required include whether the discharge:
- 9.1.1 Has an average flow loading greater than 25,000 gallons per operating day, or
 - 9.1.2 Has a pollutant concentration of greater than 50% for one or more regulated pollutants (see Section 7.4) at the point of discharge, or
 - 9.1.3 Has properties in the discharge for it to be constituted a prohibited or high strength discharge, or
 - 9.1.4 Has been pretreated or passed through an equalization tank before discharge, or
 - 9.1.5 Has a hydraulic or organic loading greater than 5% of the average dry weather capacity of the POTW treatment plant or
 - 9.1.6 Contains an industrial process regulated by EPA categorical standards, or

- 9.1.7 Has any of the characteristics listed as prohibited discharges under Section 7, or
- 9.1.8 Others as so designated by the GRPUC as defined in 40 CFR 403.12 (a).

9.2 Application.

- 9.2.1 Existing Significant Industrial User. An existing Significant Industrial User or other person who is required to obtain an Industrial Discharge Agreement shall complete and file with the GRPUC an Industrial Discharge Agreement Application
- 9.2.2 New Significant Industrial Users. All new significant Industrial Users proposing to connect or to commence a new discharge to the wastewater disposal system shall submit an Industrial Discharge Application for review by the GRPUC. No discharge into the POTW can commence until an Industrial Discharge Application is reviewed and approved by the GRPUC unless:
- An Industrial Discharge Agreement is not required or
 - A discharge waiver is granted to commence discharge pending final action by the GRPUC.
- 9.3 Incomplete or Deficient Application. If the agreement application is incomplete or otherwise deficient, the General Manager will advise the applicant of such incompleteness or deficiency. An Industrial Discharge Agreement shall not be issued until an application is complete.
- 9.4 Issuance of Industrial Discharge Agreement. Within sixty (60) days after receipt of a completed application form from the industrial user, the General Manager shall, upon a determination that the applicant is capable of compliance with the Industrial Discharge conditions and these rules, issue an Industrial Discharge Agreement subject to the terms and conditions provided herein.
- 9.5 Agreement Conditions. Industrial Discharge Agreements shall be expressly subject to all provisions of this Operating Policy and all other applicable regulations, user charges, and fees established by the GRPUC. Agreements shall contain the following:
- 9.5.1 A summary of the penalties and surcharges applicable for violations of the terms of agreement;
- 9.5.2 The unit charge or schedule of user charges and fees for the wastewater to be discharged to the POTW;
- 9.5.3 Limits on the average and maximum wastewater constituents and characteristics, either in terms of concentrations, mass limitations, or other appropriate limits;

- 9.5.4 Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization;
 - 9.5.5 Requirements for installation and maintenance on inspection and sampling facilities;
 - 9.5.6 Requirements for access to the premises and records;
 - 9.5.7 Requirements for installation, operation, and maintenance of pretreatment facilities;
 - 9.5.8 Specifications for monitoring programs which may include sampling locations, frequency and method of sampling, number, types and standards for tests and self-reporting schedule;
 - 9.5.9 Compliance schedules;
 - 9.5.10 Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the General Manager;
 - 9.5.11 Requirements for notification to the General Manager of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater treatment systems;
 - 9.5.12 Requirements for notification of slug discharges as provided in Section 10 of this Operating Policy;
 - 9.5.13 Requirements for the specific location, time, and volume of discharge to the POTW for Waste Transport Haulers;
 - 9.5.14 The requirement for Industrial Discharge Agreement transfer as stated herein; and
 - 9.5.15 Other conditions as deemed appropriate by the GRPUC to ensure compliance with this Operating Policy.
- 9.6 Modification, Suspension, and Revocation. An Industrial Discharge Agreement may be modified, suspended or revoked, in whole or in part, by the GRPUC during its term for cause, including:
- 9.6.1 Violation of these rules.
 - 9.6.2 Violation of any terms or conditions of the Industrial Discharge Agreement;
 - 9.6.3 Obtaining an Industrial Discharge Agreement by misrepresentation or failure to disclose fully all relevant facts;
 - 9.6.4 Amendment of these rules;

- 9.6.5 A change in the wastewater treatment process which results in the discharge having a significantly different and negative impact on the process;
- 9.6.6 A change in the industrial waste volume or characteristics which the discharger knows or has reason to know, will or is likely to have, either singly or by interaction with other wastes, a negative impact on the treatment process; and
- 9.6.7 A determination by the General Manager that the discharge reasonably appears to present an imminent endangerment to the health or welfare of persons, present an endangerment to the environment, or threaten interference with the operation of the POTW.
- 9.7 Time Schedule for Compliance. Any modifications in the Industrial Discharge Agreement shall specify a reasonable time schedule for compliance.
- 9.8 Refund of Fee on Surrender or Revocation. A discharger may surrender an Industrial Discharge Agreement to the GRPUC prior to the agreement's scheduled termination. In the event that an agreement is surrendered or revoked, the discharger shall be refunded a pro rata portion of the agreement fee paid.
- 9.9 Agreement Duration. Agreements shall be issued for a specified time period, not to exceed five (5) years. The user shall apply for agreement reissuance a minimum of 180 days prior to the agreement's expiration date by filing with the GRPUC an agreement reissuance application. The terms and conditions of the agreement may be subject to modification by the General Manager during the term of the agreement. The user shall be informed prior to the effective date of change. Any changes or new conditions in the agreement shall include a reasonable time schedule for compliance.
- 9.10 Agreement Transfer. Industrial Discharge Agreements are issued to a specific user at a specific location, for a specific operation, except in the case of Waste Transport Haulers. An Industrial Discharge Agreement shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation without the approval of the General Manager. Any succeeding owner or user shall also comply with the terms and conditions of the existing agreement. In the event of a change in the entity owning the industrial discharge facilities for which there is an Industrial Discharge Agreement, the prior owner, if feasible, shall notify the GRPUC and the succeeding owner of said change in ownership and of the provisions of the Industrial Discharge Agreement and these rules. The new owner shall submit a new agreement application or shall submit to the GRPUC an executed statement agreeing to be bound by the terms and conditions of the existing Industrial Discharge Agreement for the facility, in which case, upon consent of the GRPUC, the agreement shall continue in effect until its expiration date.
- 9.11 Agreement Fees. The user shall pay for the treatment of its wastewater discharge to the Treatment Facility. Discharge Agreement fees will be calculated monthly and shall equal the sum of the following:

1. Total month's operation and maintenance cost x 0.3191 x the measured fraction of the total month's flow attributed to the user.
2. Total month's operation and maintenance cost x 0.3547 x the measured fraction of the total month's BOD attributed to the user.
3. Total month's operation and maintenance cost x 0.3262 x the measured fraction of the total month's TSS attributed to the user.

The measured fraction of flow, BOD, and TSS attributed to the user shall be calculated monthly from daily averages of quantities and concentrations as measured. The user will be liable to pay a surcharge at the option of the GRPUC if the maximum allotted capacities of flow, BOD, and TSS, as specified in the Agreement, are exceeded in any one category.

9.12 Enforcement.

- 9.12.1 The General Manager may suspend the sewer system service and/or an Industrial Discharge Agreement when such suspension is necessary, in the opinion of the General Manager, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, or to the POTW, or would cause the GRPUC to violate any condition of its NPDES or State Disposal System Permit. Any user notified of a suspension of the sewer system service and/or the Industrial Discharge Agreement shall immediately stop the discharge. In the event of a failure of the user to comply voluntarily with the suspension order, the General Manager shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW or endangerment to any individuals. The General Manager shall reinstate the Industrial Discharge Agreement and/or the sewer system service upon proof to the General Manager's satisfaction of the elimination of the non-complying discharge.

A detailed written statement submitted by the user describing the causes of the slug or accidental discharge and the measures taken to prevent any future occurrence shall be submitted to the General Manager within five (5) working days of the date of occurrence.

If the discharge has resulted in fines or penalties assessed against the GRPUC by any state or federal agency, the industrial user whose discharge is the basis for the fine or penalty shall pay said fine or penalty or reimburse the GRPUC pursuant to any order issued by the GRPUC as authorized by 9.12.4.

- 9.12.2 Notification of Violation. Whenever the General Manager finds that any person has violated or is violating this Operating Policy, Industrial Discharge Agreement, or any prohibition, limitation or requirement contained in any applicable State or Federal regulations, the General Manager may serve upon such person a written notice stating the nature of the violation. Within ten (10) days of the date of the notice, a plan for the satisfactory correction thereof shall be submitted to the GRPUC by the user.

9.12.3 Revocation of Agreement. The General Manager may revoke the agreement of any user which fails to factually report the wastewater constituents and characteristics of its discharge; which fails to report significant changes in wastewater constituents or characteristics; which refuses reasonable access to the user's premises for the purpose of inspection or monitoring; or for violation of conditions of its agreement, this Operating Policy, or applicable State and Federal regulations.

9.12.4 Show Cause Hearing.

- Notice of Hearing. If the violation is not corrected by timely compliance, the General Manager may order any user, which causes or allows an unauthorized discharge to show cause before the GRPUC why the proposed enforcement action should not be taken. A notice shall be served on the user specifying the time and place of a hearing to be held by the GRPUC regarding the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the user to show cause before the GRPUC why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least fourteen (14) days before the hearing. Service may be made on any agent or officer of a corporation.
- Hearing Officials. The GRPUC may itself conduct the hearing and take the evidence, or may designate any of its members, an administrative law judge, or any officer or employee of the GRPUC to:
 1. Issue in the name of the GRPUC notices of hearing requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;
 2. Take the evidence; and,
 3. Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the GRPUC for action thereon.
- Transcripts. At any hearing held pursuant to this Operating Policy, testimony taken must be under oath and recorded. The transcript, so recorded, will be made available to any member of the public or any party to the hearing upon payment of the usual charges therefor.
- Issuance of Orders. After the GRPUC has reviewed the evidence, it may issue an order to the user responsible for the discharge directing that, following a specified time period, the sewer service be discontinued unless adequate treatment facilities, devices or other related appurtenances shall have been installed or existing treatment facilities, devices or other related appurtenances are properly operated. Further

orders and directives as are necessary and appropriate may also be issued.

- 9.12.5 Legal Action. If any person discharges wastewater, industrial wastes, or other wastes into the GRPUC's wastewater disposal system contrary to the provisions of this Operating Policy, Federal or State pretreatment requirements or any order of the GRPUC, the GRPUC Attorney may commence an action for appropriate legal and/or equitable relief, including injunctive relief.

10.0 PRETREATMENT OF INDUSTRIAL WASTEWATER

- 10.1 Where required, in the opinion of the General Manager, to modify or eliminate wastes that are harmful to the structures, processes or operation of the wastewater treatment facilities, the owner shall provide, at his/her expense, such preliminary treatment or processing facilities as may be determined necessary to render his/her wastes acceptable for admission to the public sewer.

10.2 Compliance and Standards.

- 10.2.1 Industrial Users shall achieve compliance with all Federal Categorical Pretreatment Standards within the time limitations as specified by the Federal Pretreatment Regulations promulgated by the U.S. EPA pursuant to the Act. In addition, Industrial Users shall comply with all provisions of any permit issued under Pretreatment Standards whether more or less stringent. Industrial Users as required by their Industrial Discharge Agreement shall submit to the General Manager for review detailed plans showing the pretreatment facilities at least sixty (60) days prior to initiation of construction. The General Manager shall approve the Industrial User's pretreatment plans if it appears that the proposed pretreatment facility is capable of meeting all applicable limitations.
- 10.2.2 Where preliminary treatment or flow-equalizing facilities are provided for any wastewaters or wastes, the owner at his/her expense shall satisfactorily and continuously maintain the effective operation of the treatment system.
- 10.2.3 The General Manager's review and approval shall in no way relieve the Industrial User from the responsibility of modifying the facility as necessary to produce an effluent complying with the provisions of these rules. Any subsequent modifications in the pretreatment facilities, which will result in a substantial change in discharge shall be reported to be approved by the General Manager upon a determination that the modified facility is capable of meeting all applicable limitations of Section 7, prior to the modification.
- 10.2.4 Residual solids from a pretreatment facility shall not be disposed, directly or indirectly, into the POTW without prior written approval from the General Manager. The disposal method shall be in accordance with local, State and Federal requirements. The General Manager shall be notified in writing within

ten (10) days of any substantial changes in such residual solids disposal procedures and/or characteristics.

10.2.5 Dilution. No user shall increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in any local or State requirements or Federal pretreatment standards.

10.3 Where discharge of such wastes to the sanitary sewer are not properly pretreated or otherwise modified, the General Manager may:

- b) Reject the wastes or terminate the service of sanitary sewer;
- c) Require control of the quantities and rates of discharge for such wastes; or
- d) Require the payment of a penalty to cover the excessive cost of treatment.

The amount of penalty shall be computed as twice the actual incremental costs (above normal costs for labor, power, chemicals, equipment, rental, mileage, etc.) experienced by the GRPUC as a result of handling the improperly pretreated wastewater. See method of computing normal industrial waste charges.

10.4 Grease, Oil and Sand Interceptors. Grease, Oil and Sand Interceptors shall be provided when, in the opinion of the General Manager, they are necessary for the proper handling of liquid waste containing grease in excessive amounts, or any flammable wastes, sand or other harmful ingredients. All interceptors shall be of a type and capacity approved by the General Manager, and shall be located as to be readily and easily accessible for cleaning and inspection. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. Interceptors shall be of substantial construction, watertight and equipped with easily removable covers which, when in place, shall be gastight and watertight. All grease, oil and sand interceptors shall be maintained by the owner, at his/her expense, in continuous efficient operation at all times.

10.5 Plans & Specifications of Preliminary Treatment Systems. Plans, specifications and any other pertinent information relating to proposed preliminary treatment, interceptors, or processing facilities shall be submitted for approval by the General Manager prior to the start of its use, if the effluent from is to be discharged into the public sewer.

10.6 Inspection Chambers. When required by the General Manager, the owner of any property discharging an industrial waste mixture into the waste water works of the GRPUC, shall provide and maintain in a suitable accessible position on the premises an inspection chamber or manhole near the outlet of each sewer, which connects with any sewer or wastewater works of the GRPUC. Each inspection chamber shall be of such design and construction as to prevent infiltration by groundwater and/or surface water and to prevent the entrance of objectionable slugs of solids (greater than ½-inch in size) into the sanitary wastewater system. The inspection chamber shall be maintained by persons discharging wastes so that any authorized representative of employee of the GRPUC may readily and safely measure the rate of flow and obtain samples of the flow at all times. Plans for the construction of inspection chambers or

control manholes, including such flow measuring devices as may be required, shall be approved by the General Manager prior to the beginning of construction. Such structures or equipment, (including a valve on the effluent line), shall be installed by the owner at his/her expense.

- 10.7 Inspection & Sampling. The GRPUC may conduct such tests as are necessary to enforce this Operating Policy, and employees of the GRPUC may enter upon any property for the purpose of taking samples, obtaining information or conducting surveys or investigations relating to such enforcement. Entry shall be made during operating hours unless circumstances require otherwise. In all cases where tests are conducted by the GRPUC (for the purpose of determining whether the user is in compliance with regulations), the cost of such tests shall be charged to the user and added to the user's sewer charge. In those cases where the GRPUC determines that the nature or volume of a particular user's wastewater requires more frequent than normal testing, the GRPUC may charge such user for the tests, after giving the user ten (10) days written notice of its intention to do so, and the cost thereof shall be added to the user's sewer charge.

Duly authorized employees of the GRPUC bearing proper credentials and identification shall be permitted to enter all private properties through which the GRPUC holds an easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the POTW lying within said easement. All entry and subsequent work, if any, on said easement shall be done in full accordance with the terms of the easement pertaining to the private property involved.

While performing the necessary work on private properties (referred to in Subd. 8 of this subsection), the authorized employees of the GRPUC shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the GRPUC employee and the GRPUC shall indemnify the company against loss or damage to its property by GRPUC employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of their inspection, observation, measurement, sampling and testing, except as such may be caused by negligence or failure of the company to maintain safe conditions as required.

- 10.8 Measurements & Testing. All measurements, tests, and analysis of the characteristics of wastewater to which reference is made in this Operating Policy shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable sample taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the sewer service line is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the POTW and to determine the existence of hazards to life, limb and property. (The particular analyses involved will determine whether a twenty-four hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, CBOD and suspended solids analyses are

obtained from twenty-four hour composites of all outfalls whereas pH's are determined from periodic grab samples.) The testing shall be paid for by the discharger.

10.9 Self-Monitoring Analyses. All measurements, tests, and analyses of the characteristics of wastewater as outlined in the permit shall be determined in accordance with guidelines established in 40 CFR Part 136 and 40 CFR 403.12(g) of the General Pretreatment Regulations.

Representative samples of a permittee's industrial waste shall be collected on a normal operating day and in accordance with guidelines listed in the Industrial User's Permit. Industrial users subject to Pretreatment Standards shall sample in accordance with the Pretreatment Standards. Self-monitoring points for Industrial Users who are not subject to Pretreatment Standards shall be at a location and at a frequency as specified in the permit

10.10 Pretreatment Standards Notification. The General Manager shall notify all affected Industrial Users of the applicable Pretreatment Standards, their amendments, and reporting requirements in accordance with Code of Federal Regulations, Title 40, Section 403.12 of the General Pretreatment Regulations. A compliance schedule shall be developed between the POTW and the Industrial User to ensure that the Industrial User complies with local, State, and Federal limitations in a timely manner as provided by the same section of the General Pretreatment Regulations.

10.11 Supplementary Limitations. No person, except as authorized shall discharge or cause or allow to be discharged directly or indirectly, into the POTW any pollutants containing concentrations in excess of limits identified in Section 7.5 (Prohibited Wastes).

10.12 Special Agreements. No statement contained in this section, except as promulgated by the EPA shall be construed as preventing any special agreement or arrangement between the GRPUC and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the GRPUC for treatment, subject to payment therefore, by the industrial concern.

The generalized cost recovery formula to be utilized for special contractual agreements for wastewater treatment is as follows:

$$C = (C_{i1} + C_{i2} + \dots) + C_c$$

where

$$C_{ix} = v_{ix}V + b_{ix}B + s_{ix}S$$

and

$$C_c = v_cV + b_cB + s_cS$$

where

$$C = \text{Total cost}$$

$$C_{ix} = \text{Charge to special user X}$$

$$C_c = \text{Charges from established sewer use fees.}$$

$$V = \text{Costs attributed to flow}$$

$$B = \text{Costs attributed to CBOD}$$

$$S = \text{Costs attributed to Total Suspended Solids (TSS)}$$

$$v = \text{\% design volume required}$$

- b = % design CBOD required
 s = % design TSS required

The term “unusual strength” as used herein is defined as any wastewater having a CBOD value of 250 mg/L or greater and/or a TSS value of 300 mg/L or greater.

- 10.13 Reports. Reports specified in Code of Federal Regulations, Title 40, Section 403.12 of the General Pretreatment Regulations shall be submitted to the POTW by affected users.
- 10.14 The General Manager shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the GRPUC, a list of significant industrial users that, at any time during the previous 12 months, were in significant non-compliance with applicable pretreatment standards and requirements and any industrial users that were in significant non-compliance because of violations of the criteria, in Rule 7049.0120, subpart 25, item C, D or H of the Minnesota Rules (see definition of Significant Non-compliance, supra).

11.0 ACCIDENTAL AND SLUG DISCHARGES

- 11.1 Prevention of Accidental and Slug Discharges. All Industrial Users shall provide adequate protective procedures to prevent the accidental discharge of any waste prohibited in Section 7, any waste in excess of the limitations provided in Section 7.5, or any waste in violation of an applicable pretreatment standard.
- 11.2 Accidental Discharge. Accidental discharges of prohibited waste into the POTW, directly or through another disposal system, or to any place from which such waste may enter the POTW, shall be reported to the General Manager of GRPUC by the persons responsible for the discharge, or by the owner or occupant of the premises where the discharge occurred, immediately upon obtaining knowledge of the fact of such discharge. Such notification will not relieve users of liability for any expense, loss or damage to the wastewater disposal system or treatment process, or for any fines imposed on the GRPUC on account thereof under any State or Federal law. The responsible person shall take immediate action as is reasonably possible to minimize or abate the prohibited discharge.

After obtaining knowledge of the discharge and after giving immediate notice, the responsible person shall send a letter describing the prohibited discharge to the General Manager within five (5) days. The letter shall include the following information:

- The time and location of the spill;
- Description of the accidentally discharged waste, including estimate of pollutant concentrations;
- Time period and volume of wastewater discharged;
- Actions taken to correct or control the spill;
- A schedule of corrective measures to prevent further spill occurrences.

- 11.3 Slug Discharge. In the event that an Industrial User discharges a slug in such volume or strength that the Industrial User knows or has reason to know it will cause interference in the POTW, the Industrial User shall immediately report the same to the General Manager. Within five (5) days thereafter, the Industrial User shall send a letter to the General Manager describing the slug as specified under section 11.2 above and containing a plan to prevent additional slug or accidental discharges. This plan will contain the following at a minimum:
- 11.3.1 Description of discharge practices, including non-routine batch discharges;
 - 11.3.2 Description of stored chemicals;
 - 11.3.3 Procedure for promptly notifying the POTW of slug discharges as defined under Section 403.5(b) of the Code of Federal Regulations Title 40 and Section 11 of this Operating Policy, with procedures for follow-up written notification within five (5) days;
 - 11.3.4 Procedures necessary to prevent adverse impact from slug or accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, and worker training;
 - 11.3.5 Any necessary measures for building containment structures or equipment;
 - 11.3.6 Any necessary measures for controlling toxic organic pollutants (including solvents);
 - 11.3.7 Any necessary procedures and equipment for emergency response;
 - 11.3.8 Any necessary follow-up practices to limit the damage suffered by the POTW or the environment.

12.0 PROTECTION FROM DAMAGE

- 12.1 No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the GRPUC sewage works.
- 12.2 Any damage done to any structure, appurtenance, or equipment, which is a part of the GRPUC sewage works will be repaired by the GRPUC with its own or hired forces. The cost of such repair shall be billed to the person or persons responsible for the damage.

13.0 OWNERSHIP OF WATER AND SEWER MAINS AND SERVICE LINES

- 13.1 The GRPUC and/or City own the sanitary sewer mains, manholes, cleanouts and similar appurtenances.

- 13.2 The property owner served by a sewer service line owns that part of the service from the main to the edge of the public right-of-way (including the tee or wye) as well as that portion of the line on private property.

14.0 MAINTENANCE, REPAIR AND REPLACEMENT OF SERVICE LINES

- 14.1 The GRPUC will maintain, repair and replace, at its own cost, those portions of service lines that are owned by the GRPUC and/or City. Such maintenance, repair and replacement will be done only during the useful life (as defined by the then current GRPUC policies) of the service line. If a service line is beyond its useful life, the property owner will be responsible for maintenance, repair and replacement of those portions of the service line owned by the GRPUC and/or City.
- 14.2 Property owners will maintain, repair and replace, at their cost, those portions of service lines that they own.
- 14.3 The GRPUC will maintain and repair, at its own cost, those portions of sewer mains that are owned by the GRPUC and/or City.

15.0 ABANDONMENT AND REMOVAL OF SERVICE LINES

- 15.1 All abandoned services shall be removed by the property owner at his/her expense.
- 15.2 Sewer service lines to be abandoned shall be excavated and disconnected at the sewer main.
- 15.3 Under extreme circumstances and at his/her sole discretion, the General Manager may temporarily waive the requirements set forth in Section 15.1 and 15.2. If such waiver is granted, the affected property owner must make a cash payment to the GRPUC in an amount equal to the cost of removal. This amount will be calculated by the GRPUC.
- 15.4 If removal requires work within the public right-of-way, the property owner must obtain a Utility Cut Permit from the City Engineering Department.
- 15.5 Abandoned services shall be removed within one year of the date of the last use of the service. If removal is not done within that year, the GRPUC will arrange for the removal of the service and the property owner will be responsible for all expenses of removal, plus an additional 25 percent to cover overhead expenses.
- 15.6 Whenever a new building is erected on the site of an old building and it is desired to increase or to change the sewer service, no connection with the sewer main may be made until the old services are removed.

16.0 PENALTIES

- 16.1 Administrative Fines. Notwithstanding any other section of this Operating Policy, any user who is found to have violated any provision of this Operating Policy, or permits and orders issued hereunder, shall be administratively fined in an amount not to

exceed \$1,000 per violation. Each day on which noncompliance shall occur or continue shall be deemed a separate and distinct violation. Such assessments may be added to the user's next scheduled sewer service charge and the GRPUC shall have such other collection remedies as it has to collect other service charges. Unpaid charges, fines, and penalties shall constitute a lien against the individual user's property. Industrial Users desiring to dispute such fines must file a request for the GRPUC to reconsider the fine within 10 days of being notified of the fine. Where the GRPUC believes a request has merit, it shall convene a hearing on the matter within 30 days of receiving the request from the Industrial User.

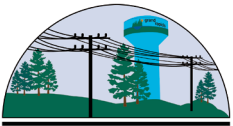
- 16.2 Criminal Penalties. Any person violating any of the provisions of this Operating Policy shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than \$1,000, or by imprisonment for not to exceed 90 days, or both.
- 16.3 Costs. In addition to the penalties provided herein, the GRPUC may recover court costs, court reporter's fees and other expenses of litigation by an appropriate action against the person found to have violated this Operating Policy or the orders, rules, regulations, and permits issued hereunder.
- 16.4 Costs of Damage. Any person violating any of the provisions of this Operating Policy shall become liable to the GRPUC for any expense, loss, or damage occasioned the GRPUC by reason of such violation. The General Manager may add to the user's charges and fees the costs assessed for any cleaning, repair, or replacement work caused by the violation or discharge. Any refusal to pay the assessed costs shall constitute a violation of this Operating Policy.
- 16.5 Falsifying Information. No person shall knowingly make false statements, representations or certifications in any application, record, report, plan or other document filed or required to be maintained pursuant to this Operating Policy, or an Industrial Discharge Agreement, nor falsify, tamper with, or knowingly render inaccurate any monitoring device or method required under this Operating Policy.

17.0 VALIDITY

- 17.1 All Operating Policies or parts of Operating Policies in conflict herewith are hereby repealed.
- 17.2 The invalidity of any section, clause, sentence, or provisions of this Operating Policy shall not affect the validity of any other part of this Operating Policy, which can be given effect without such invalid part or parts.

18.0 OPERATING POLICY FORCE.

This Operating Policy shall be in full force and effect from and after its passage.



**GRAND RAPIDS
PUBLIC UTILITIES**
Service is Our Nature

COMMISSION POLICY Safety Manual

Item 4.

Category:
Safety

Subcategory:
AWAIR

Policy Number:
7.1.010

JOB SAFETY & TRAINING

Minnesota Municipal Utilities Association

This program has been developed and
modified for use by:

Grand Rapids
Public Utilities

***AWAIR* –**

A Workplace Accident & Injury

Reduction Program

MMUA – JOB SAFETY & TRAINING

AWAIR Program

© Minnesota Municipal Utilities Association
3131 Fernbrook Lane North • Suite 200
Plymouth, MN 55447-5337
Phone 763.551.1230 • Fax 763.551.0459
www.mmua.org

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Introduction

In 1990, the State of Minnesota amended the Occupational Safety and Health Act. Minnesota Statutes Chapter 182.653 subd.8 requires employers in certain industries to develop written, comprehensive workplace safety and health programs which are based on the NAICS (North American Industry Classification System) system. This legislation is known as A Workplace Accident and Injury Reduction (AWAIR) Act. Programs developed to comply with the act are known as AWAIR programs. The requirements of the legislation that are addressed and complied with in our program are as follows:

1. How managers, supervisors and employees are responsible for implementing the program and how continued participation of management will be established, measured, and maintained.
2. The methods used to identify, analyze and control new or existing hazards, conditions, and operations.
3. How the plan will be communicated to all affected employees so that they are informed of work-related hazards and controls.
4. How workplace accidents will be investigated, and corrective action implemented; and
5. How safe work practices and rules will be enforced.

MN OSHA has adopted a list of NAICS codes that we have determined to exist within our jurisdiction as a public entity. These departments are under our blanket AWAIR program. The NAICS codes for the departments under our AWAIR Program are highlighted on the listing in Appendix A.

Safety Policy Statement

Insert into this paragraph a safety policy statement agreed upon by the Safety Committee and Management.

Safety policy statement to be developed at a later date.

Approval/Revision of Program

The approval of this AWAIR Program is so recorded as such in the minutes of meeting dated **(Insert Date Here)**. Approving Authority for program is maintained by **(Insert Name of Approving Authority Here)** as so indicated by the previously stated recording in the meeting minutes.

The Safety Committee annually reviews this program and may make necessary revisions. Revisions are recorded in Appendix C.

The Approving Authority shall retain the responsibility for all policy revisions.

Application

This AWAIR program is intended to serve as an overview of all currently applicable Safety and Health programs. This program outlines the philosophy by which the **Grand Rapids Public Utilities** will develop, implement and maintain all other safety and health programs which concern more specific topics.

While compliance with the law and OSHA standards is an important objective, an effective AWAIR program must be tailored to the **Grand Rapids Public Utilities** particular needs. This program shall look beyond specific legal requirements to identify and analyze existing hazards. It shall seek to prevent injuries and illnesses, even when compliance is not an issue. Ultimately, the program's effectiveness in practice is what is important.

Should a department's operations require the need for a specific addition to this program, said specifics will be added as an addendum for that department and be maintained by that department within their operations.

Goals and Objectives

Central to our AWAIR program are the goals and objectives we've considered. The goals establish the direction for our program and state what we are attempting to achieve through this program. Our goals are generally challenging to reach or complete but are also possible to achieve. The goals are specific to **Grand Rapids Public Utilities**. Our objectives are specific actions that we will be taking to attempt to achieve those goals. Our objectives can either be measured or demonstrated.

The Goals and Objectives for our AWAIR program are identified in Appendix B.

Safety Committee

Grand Rapids Public Utilities has established a safety committee pursuant to Minnesota Statutes.

The safety committee will hold regularly scheduled meetings

All departments within the city's operations are encouraged to have Representatives on the Safety Committee. All representatives will serve on a voluntary basis. Terms of office will be revisited annually by individual departments. A chairperson and vice chairperson will be elected among the representatives.

Management/Supervisory personnel will have a representative on the safety committee.

The Utilities Commission may have a representative on the safety committee.

Safety Committee members will be able to perform their duties without fear discrimination or retaliation by management or the governing body.

Roles and Responsibilities

For Everyone in the Organization:

All employees, supervisors, and managers, must always follow all safety rules.

For Employees:

1. Employees must promptly report any safety and health hazards they observe to their supervisor or safety committee representative.
2. An employee's priority is to perform each job task safely. If an employee is unsure how to perform the task safely, he or she must consult with their supervisor.
3. Employees must wear personal protective equipment as required for their protection and maintain the equipment in a sanitary manner.
4. Employees must report all accidents and near misses to their supervisor immediately upon occurrence.

For Supervisors:

1. Supervisors must discuss any current safety issues with their employees at the beginning of all regularly scheduled staff safety meetings or at the tailgate/toolbox meetings.
2. Supervisors will address all safety concerns raised by staff by initially investigating the issue, determining if the concern is valid and taking appropriate corrective action whenever necessary. Corrective action can include ordering new equipment, issuing maintenance work orders or consulting with the safety director, the safety committee or upper management.
3. Immediately upon learning of an accident or near miss the supervisor must initiate an investigation and submit the completed accident investigation report to the safety director.
4. Supervisors will actively and positively participate in all safety committee inspections of their assigned areas.

For Safety Directors:

1. The safety director will serve as the lead person in the organization for safety and health issues and will serve as an ex officio member of the safety committee.
2. The safety director must review all First Reports of Injury and Accident Investigation Reports with the safety committee and take appropriate action to prevent recurrence.

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3. The safety director or designee will conduct all safety training required by regulation or identified by management, supervision or the safety committee as a need to assure a safe workplace.
4. The safety director will recommend improvements in physical plant, machinery, equipment, raw materials and personal protective equipment to management, supervision, and the safety committee.

For Safety Committees:

1. The safety committee are encouraged to conduct monthly meetings and conduct area inspections to review accident reports, identify hazards and address safety concerns raised by employees, first-line supervision or the safety director.
2. The safety committee or authorized representative will review the AWAIR program at least annually and make recommendations concerning updates and revisions to the program to senior management and the safety director.
3. Safety committee members each represent their work area and, therefore, should address all safety concerns brought to them by their coworkers. These concerns should be handled by initially investigating the issue with the area supervisor to determine if the concern is valid and then, as necessary, and appropriate, bring the issue to the safety director or the full safety committee.

For Management/Administration:

1. Managers will communicate to all employees and supervisors the importance of worker safety and health throughout the organization.
2. Management shall review all safety concerns brought forward by the safety director, the safety committee or first-line supervision and take appropriate action.
3. Management shall review the AWAIR program and any recommended revisions from the safety committee at least annually, make the appropriate revisions and work with the safety director, the safety committee and first-line supervision to communicate the revisions throughout the organization.
4. Management also establishes the importance of the AWAIR program, both by the priority they give workplace safety and health issues and by the example they set by initiating safety and health improvements, correcting hazards, enforcing safety rules, rewarding excellent performance in safety and health, and by following all safety rules. Safety and health programs are similar to quality improvement and other efforts organizations engage in to continually improve performance, customer service, competitiveness, organizational culture, etc.

For Elected/Appointed Officials:

1. Officials will communicate to all Managerial/Administrative personnel the importance of safety and health throughout the city/utility.
2. Elected/Appointed Officials will provide the resources to improve safety and health throughout the entire organization. This includes providing employees and supervisors with the authority to identify and correct hazards, the budget to purchase new equipment or make repairs, the training necessary to work safely and to recognize hazards, and the systems to get repairs made, materials ordered and other improvements accomplished.

Enforcement of Safety and Health Programs

Enforcement of safe work practices should be fair, consistent throughout the city/utility, and based on established policy. Management and supervision should be conscious of the examples they set for the workplace and should obey the same rules as the rest of the workforce.

Unsafe or unhealthy work action by all employees shall be corrected in a timely manner based on the severity of the hazards. The enforcement of the program is based on the following methods:

1. Verbal warning
2. Written warning
3. Leave without pay
4. Termination

Or Take Safety Program Enforcement from union contract language agreement or current personnel manual.

Disciplinary action will follow the above sequence unless the situation warrants more severe action.

Not only should negative behavior be discouraged, but positive behavior should be reinforced as well. Exceptional performance or efforts in workplace safety and health should be recognized by the organization.

Hazard Identification, Analysis and Control

Grand Rapids Public Utilities may use the following to Identify, Analyze and Control hazards:

- Walk-around inspections by Supervisors, Management, or the Safety Committee
- Job or safety hazard analyses of different parts of the operation
- Inspections should be done on a regular basis to identify both newly developed hazards and those previously missed
- Periodic industrial hygiene monitoring and sampling for agents such as hazardous substances, noise and heat
- Job hazard identification checklists
- Employee reporting of workplace safety and health hazards
- Employee hazard abatement suggestions
- Preventative maintenance inspections
- Engineering controls
- Administrative controls
- Personal Protective Equipment
- Management and Employee Training

Grand Rapids Public Utilities may use the enclosed forms to assist in the identification, analysis, and control of hazards:

- SP 1 – Hazard Inventory
- SP 2 – Safety Inspection Checklist
- SP 3 – Report of Unsafe Conditions
- SP 4 – Hazard Elimination Evaluation Control Worksheet
- SP 5 – Job Hazard Analysis
- SP 6 – Indoor Environmental Audit
- SP 7 – Personal Exposure Monitoring
- SP 8 – Certification of Employee Training
- SP 10 – FROI Packet
- SP-11- Safety Action Report

Communication

All managers and supervisors are responsible for communicating with all workers about occupational safety and health in a form readily understandable by all workers. Our communication system encourages all workers to inform their managers and supervisors about workplace hazards without fear of reprisal. Our communication system may include one or more of the following items:

- New worker orientation including a discussion of safety and health policies and procedures
- Review of our program
- Training programs
- Regularly scheduled safety meetings
- Posted or distributed safety information
- A system for workers to anonymously inform management about workplace hazards

Contractor Duties

All contractors shall follow any Minnesota OSHA, Federal OSHA, MN DOT, MPCA and other regulatory agencies rules that pertain to their work sites in the State of Minnesota. All contractors shall be responsible for initiating, maintaining and supervising safety and health related policies, programs and work practices in connection with the performance of contractual work.

Duties to Subcontractors

Contractors that use sub-contractors shall be responsible for communicating any and all safety and health related information to those subcontractors and shall ensure that subcontractors initiate, maintain and supervise safety and health related polices, programs and work practices while performing subcontracted work.

Imminent Danger

If a Contractor's employee is exposed to an imminent danger situation, ***Grand Rapids Public Utilities'*** authorized representatives have the right to suspend the suspect operations/work task.

Imminent Danger Definition per MNOSHA:

Imminent danger situations are given top priority. An imminent danger is any condition or practice that presents a substantial probability that death or serious physical harm could occur immediately or before the danger can be eliminated through normal enforcement procedures. MNOSHA becomes aware of these situations through reports received from employees, the general public or direct observation by an investigator.

If an imminent danger situation is identified, the safety and health investigator will ask the employer to voluntarily eliminate the hazard and to remove the endangered employees from exposure. If the employer fails to do this, MN OSHA may "red tag" the equipment or job site for 72 hours.

Accident Investigation

Procedures for investigating workplace accidents, hazardous substance exposures, and near misses include:

1. Interviewing injured workers and witnesses.
2. Examining the workplace for factors associated with the accident/exposure.
3. Determining the cause of the accident/exposure.
4. Taking corrective action to prevent the accident/exposure from re-occurring;
and
5. Recording the findings and actions taken. It should not be to affix blame.

Each contributing factor should be traced back to its root cause. A written report that describes the accident, its causes and recommendations for corrective action and prevention will be prepared and presented to management.

The goal of the investigation is to determine the basic and root causes and to assign appropriate corrective action, so the incident does not happen again. To simply attribute an accident to "employee error," without further consideration of the basic causes, deprives the organization of the opportunity to take real preventive action. Possible use of engineering controls, improved work practices and administrative controls should be considered to help employees do their jobs safely. Management practices may also be considered as a possible basic factor. For example, if there is managerial or supervisory pressure to increase production or cut costs, employees may take unsafe shortcuts in work procedures or necessary preventive maintenance may be delayed or skipped.

The Accident/Injury Investigation Form (Form SP 10) may be used.

Figure 1: Accident and Injury Flowchart

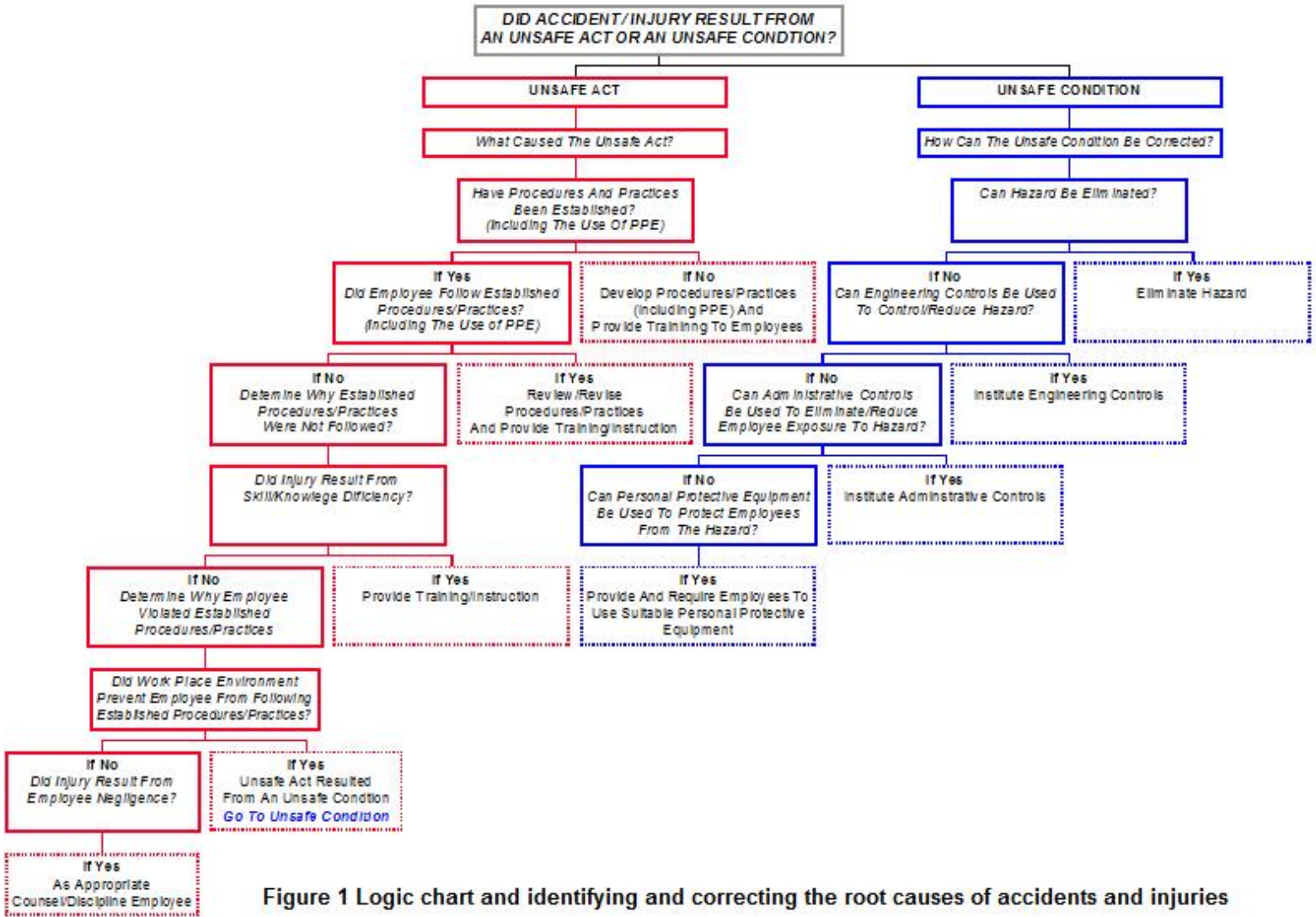


Figure 1 Logic chart and identifying and correcting the root causes of accidents and injuries

Program Evaluation

The Minnesota AWAIR Act requires employers to review the entire program at least annually and document the findings. Program review is vital, because it serves as a check to see if the organization is making progress towards its goal of creating a safer, healthier workplace for all employees. The annual review keeps the program fresh, accurate and an integral part of the organization.

The AWAIR Program Audit Form (Form SP-9) shall be used as a tool and record of the annual audit.

FORM SP-1 HAZARD INVENTORY

This checklist provides general guidance for the identification of common work place hazards. It is not all inclusive. The employer must customize the form for the specific work place.

Check (√) those hazards that are present or that are likely to be present in the work place. Identify the source and location of each hazard that is present or likely to be present in the workplace. Evaluate and provide for the control all hazards identified in accordance with applicable regulations. Provide for employee information and training on all hazards identified in accordance with applicable regulations.

Facility: _____ **Area/Operation:** _____

Affected Positions: _____ **Compiled By:** _____ **Date:** _____

(√) If Present	Potential Hazard	Potential Harm	Source And Location Of Hazard <small>(identify hazard)</small>
ENVIRONMENTAL HAZARDS			
	Noise.	May cause stress, fatigue and/or loss of hearing. May interfere with communication and thereby contribute to accidents/injuries.	
	Air contaminants.	May cause illness, injury and/or death.	
	Hot environments.	May cause heat cramps, heat exhaustion and/or heat stroke. Serious cases may cause delayed injury or death.	
	Cold environments.	May cause frostbite and/or hypothermia.	
	Wet environments.	May cause illness or worker to slip, trip or fall. May result in injury or death.	
	Confined spaces.	May contain atmospheric, entrapment, engulfment and/or other serious hazards May result in injury or death.	
	Lighting.	May interfere with worker's ability to recognize job site safety and health hazards. May result in injury or death.	
	Biological.	Disease causing organisms or agents. May cause illness or death.	
	Microwave and other non-ionizing radiation	May cause thermal burns and heat build up in body tissues or other bodily injury. May result in injury or death.	

This checklist provides general guidance for the identification of common work place hazards. It is not all inclusive. The employer must customize the form for the specific work place.

(√) If Present	Potential Hazard	Potential Harm	Source And Location Of Hazard <i>(identify hazard)</i>
HAZARDOUS MATERIALS			
	Toxic substances.	May cause illness, injury or death.	
	Flammable substances.	May cause fire/explosion and/or illness, injury or death.	
	Reactive substances.	May react violently with other substances and/or cause illness, injury or death.	
	Corrosive substances.	May corrode metal, react violently with other substances and/or cause illness, injury or death.	
	Compressed gasses.	Cylinder may rupture and/or become a missile. Gas may be toxic, flammable, reactive, toxic and/or corrosive.	
	Infectious materials or disease causing agents.	Disease causing organisms or agents. May cause illness or death.	
	Radioactive materials.	May cause radiation burns and radiation sickness.	
	Asbestos containing materials.	Asbestos is known to cause asbestosis, lung cancer and mesothelioma.	
	Lead containing materials.	Lead is known to cause acute or chronic lead poisoning and/or injury to reproductive system. Know to cause birth defects.	
	Known carcinogens.	Cancer. May result in illness, death deformations or genetic changes.	
	Hot or molten materials.	May cause thermal burns. May produce harmful fumes.	
	Cryogenic liquids.	May cause frostbite. High expansion ratio (liquid to gas). Gas may be toxic, flammable, reactive, toxic and/or corrosive.	

This checklist provides general guidance for the identification of common work place hazards. It is not all inclusive. The employer must customize the form for the specific work place.

(√) If Present	Potential Hazard	Potential Harm	Source And Location Of Hazard <i>(identify hazard)</i>
PHYSICAL HAZARDS			
	Wet, slippery or cluttered floors, stairs or landings.	May cause worker to slip, trip or fall. May result in injury or death.	
	Floor openings or holes.	May cause worker to slip, trip or fall. May result in injury or death.	
	Unguarded platforms.	Worker may fall. May result in injury or death.	
	Rotating or moving machinery.	Worker may become caught between moving parts. May result in injury or death.	
	Hand and power tools.	Use may cause lacerations abrasions, fractures, amputations and/or electrocutions. May result in injury or death.	
	Abrasive grinders.	Use results in flying particles. Wheel may explode. May cause face/eye injuries.	
	Compressed air for cleaning.	Use may result in flying particles. May cause face/eye injuries.	
	Pressure vessels - air, steam, water or gas.	Mechanical explosion. May result in injury or death.	
	Fixed electrical equipment.	Electrocution and/or fire. May result in injury or death.	
	Portable electrical equipment and extension cords.	Electrocution and/or fire. May result in injury or death.	
	Head hazards (e.g. falling objects/bumps to head).	Worker could be struck. May result in injury or death.	
	Eye/face hazards (e.g. flying particles, harmful light and chemicals).	May cause blindness or injuries to face (e.g. cuts, thermal burns and chemical exposure/burns). May result in injury or death.	
	Hand hazards (e.g. sharp objects, heat/fire and chemicals).	May cause lacerations, abrasions, thermal burns and chemical burns/exposure. May result in injury or death.	

This checklist provides general guidance for the identification of common work place hazards. It is not all inclusive. The employer must customize the form for the specific work place.

(√) If Present	Potential Hazard	Potential Harm	Source And Location Of Hazard <i>(identify hazard)</i>
PHYSICAL HAZARDS, <i>continued</i>			
	Torso hazards (e.g. sharp objects heat/fire and chemicals).	May cause lacerations, abrasions, thermal burns and chemical burns/exposure. May result in injury or death.	
	Foot hazards (e.g. rolling or falling objects).	May cause lacerations and fractures. May also result in chemical exposure/burns.	
	Belt, chain and screw conveyors.	Worker may become caught between moving parts. May result in injury or death.	
	Hot surfaces/equipment.	Worker could receive thermal burns. Could ignite a fire. May result in injury or death.	
	Material storage.	May result in fire, falling object and/or slip, trip and fall hazards. May result in injury or death.	
	Hoists, cranes, slings and chains.	Equipment could fail. Employee could be struck by a falling object. May result in injury or death.	
	Limited exits and/or complex floor plan.	Workers may become trapped in a fire. May result in injury or death.	

This checklist provides general guidance for the identification of common work place hazards. It is not all inclusive. The employer must customize the form for the specific work place.

(√) If Present	Potential Hazard	Potential Harm	Source And Location Of Hazard <i>(identify hazard)</i>
ERGONOMIC HAZARDS			
	Workers routinely perform the same or pattern of motion within 30 seconds	May cause injuries to muscles, tendons and joints. May result in injury and/or disability.	
	Workers routinely maintain a fixed or awkward posture.	May cause injuries to muscles, tendons and joints. May result in injury and/or disability.	
	Workers routinely use vibrating tools or equipment.	May cause injuries to muscles, tendons and joints. May result in injury and/or disability.	
	Workers engage in unassisted frequent heavy lifting.	May cause injuries to muscles, tendons and joints. May result in injury and/or disability.	
	Workers routinely use forceful hand exertions.	May cause injuries to muscles, tendons and joints. May result in injury and/or disability.	
	Workers use tools which are not designed for the job.	May cause injuries to muscles, tendons and joints. May result in injury and/or disability.	
SHIFT WORK			
	Employees frequently work an extended or rotating shift schedule.	May cause stress and fatigue. May contribute to injuries and accidents.	
	Employees may be required to work double shifts.	May cause stress and fatigue. May contribute to injuries and accidents.	

This checklist provides general guidance for the identification of common work place hazards. It is not all inclusive. The employer must customize the form for the specific work place.

(√) If Present	Potential Hazard	Potential Harm	Source And Location Of Hazard <i>(identify hazard)</i>
WORK RELATED HAZARDS			
	Employees handle/use hazardous chemicals.	May cause illness, injury or death.	
	Employees remove or encapsulate asbestos.	Asbestos is known to cause asbestosis, lung cancer and mesothelioma. May result in illness and death.	
	Employees sand, grind, cut or weld on lead containing materials.	Lead is known to cause acute or chronic lead poisoning and/or injury to reproductive system. May result in illness and death.	
	Employees service or perform maintenance on equipment/machines.	Worker may become caught between moving parts. May result in injury or death.	
	Employees perform maintenance on electrical equipment.	Electrocution. May result in injury or death.	
	Employees enter permit confined spaces.	May contain atmospheric, entrapment, engulfment and/or other serious hazards May result in injury or death.	
	Employees perform work from unguarded elevated surfaces.	Worker may fall. May result in injury or death.	
	Employees perform work in excavations and trenches.	Trench may cave-in. May result in injury or death.	
	Employees perform work on streets/roads	Worker may be struck by a vehicle. May result in injury or death.	
	Employees perform work in close proximity to heavy equipment.	Worker may be struck by a vehicle. May result in injury or death.	
	Employees operate heavy equipment (e.g. end loaders, trucks and ect.)	Vehicular accidents. May result in injury or death.	
	Employees operate forklifts.	Vehicular accidents. May result in injury or death.	
	Employees operate aerial lift trucks.	Boom could contact power line. Employee could fall. May result in injury or death.	

This checklist provides general guidance for the identification of common work place hazards. It is not all inclusive. The employer must customize the form for the specific work place.

(√) If Present	Potential Hazard	Potential Harm	Source And Location Of Hazard <i>(identify hazard)</i>
WORK RELATED HAZARDS, <i>continued</i>			
	Employees operate fixed/mobile cranes and hoists.	Worker could be struck by a falling object. Boom could contact a power line - worker electrocuted. May result in injury or death.	
	Employees perform welding, cutting and brazing.	Fire and explosion. Electrocution. Workers may be exposed to toxic metal fumes. May result in illness, injury or death.	
	Employees perform abrasive blasting.	Workers may be exposed to respirable silica dust and/or lead dust. May result in illness, injury or death.	
	Employees perform spray painting.	Workers may be exposed to toxic mists and sprays. Fire/explosion hazard. May result in illness, injury or death.	
	Employees come into close contact with soil or trash.	May result in tetanus if worker receives a cut, scrape or puncture wound.	
	Employees come into close contact with blood and other body fluids.	May be exposed to HIV or HBV. May result in illness and death.	
	Employees operate noisy tools and equipment.	May cause stress, fatigue and/or loss of hearing.	
	Employees work on or near high voltage electrical equipment.	Electrocution. May result in injury or death.	
	Employees perform work from ladders and/or scaffolds.	Worker may fall. May result in injury or death.	
	Employees control processes that involve hazardous chemicals.	Fire, explosion and/or exposure to a toxic or corrosive chemical. May result in illness, injury or death.	
	Employees operate fixed machines and equipment.	Equipment failures may result in fire/explosion, electrocution and/or flying material. May result in injury or death.	

This checklist provides general guidance for the identification of common work place hazards. It is not all inclusive. The employer must customize the form for the specific work place.

<input type="checkbox"/> (√) If Present	Potential Hazard	Potential Harm	Source And Location Of Hazard <i>(identify hazard)</i>
EMPLOYEE EMERGENCY RESPONSE DUTIES			
	Designated employees have a duty to provide first aid/CPR.	May be exposed to HIV or HBV. May result in illness and death.	
	Designated employees have a duty to extinguish fires.	May result in thermal burns and/or the inhalation of hot/toxic smoke. May result in injury or death.	
	Designated employees have a duty to respond to hazardous chemical spills.	May be exposed to flammable, reactive, toxic or corrosive chemicals. May result in illness, injury or death.	
	Designated employees have a duty to perform rescues.	May be exposed to a atmospheric, entrapment, engulfment, fire, fall, electrical and/or moving equipment hazards. May result in injury or death.	
OTHER HAZARDS			

This checklist provides general guidance for the identification of common work place hazards. It is not all inclusive. The employer must customize the form for the specific work place.

(√) If Present	Potential Hazard	Potential Harm	Source And Location Of Hazard <i>(identify hazard)</i>
OTHER HAZARDS			

FORM SP-2 SAFETY INSPECTION CHECKLIST

This checklist provides general guidance for the identification and correction of common work place hazards. It is not all inclusive. The employer must customize the form for the specific work place. Draw a line through those items that do not apply.

Check (✓) all unsatisfactory items/conditions and indicate location if applicable. Correct those unsatisfactory items/conditions that you are capable of correcting. Identify those items/conditions that need further action on reverse side. Note any new hazards. Review completed checklist with supervisor. Supervisors are to schedule corrective actions as required and submit completed checklist to safety committee.

Postings

- OSHA poster
- OSHA 300 & 300A (post 2/1 to 4/30 of each year)
- Hazards identified by signage
- Permit confined spaces signed
- Non-potable water identified by signage
- Floor load limits identified by signage
- No smoking areas identified by signage
- Emergency telephone numbers posted
- Escape routes/exits identified by signage
- Emergency equipment identified by signage
- NFPA 704 signs posted

Written Programs: Available To Employees

- Hazard Communication Program
- Respiratory Protection Program
- Hearing Conservation Program
- Hazardous Energy Control (Lo/To) Program
- Permit Confined Spaces Program
- Infection Control Program
- Fire Prevention/Emergency Action Plan
- Occupational Medicine Program

Tools/Equipment

- Condition of electrical cords
- Condition of hand/power tools
- Condition of abrasive grinders
- Air nozzles - pressure reduced to 30 psi
- Power tools - point of operation guarded

Electrical

- Breakers/panels identified
- Boxes/panels closed/covered
- Exposed conductors guarded
- Lights guarded/protected
- Condition of extension cords
- Circuits properly grounded

Fixed Machinery/Equipment

- Belts/pulleys guarded
- General maintenance
- Disconnects provided/identified
- Equipment properly grounded

Material Handling

- Condition of hoists/cranes
- Condition of slings/chains
- Condition of conveyors - trip line functional
- Condition of fork lifts

Material Storage

- Material neatly stacked and stable
- Shelves organized - no falling object hazard
- Accumulations of class A combustibles
- Aisle clear and free from obstructions
- General housekeeping

Hazardous Materials

- Proper containers
- Containers labeled
- MSDS's available
- Proper storage
- Flammables stored in approved cabinets
- Incompatibles separated
- Proper storage of compressed gas cylinders
- Flammable waste - containers emptied daily
- Damaged/deteriorated ACM

Working Surfaces/Housekeeping/Sanitation

- Aisle/floors/stairs kept clear/clean/dry
- General housekeeping
- Floor openings - covered/guarded
- Platforms/stairs guarded by railing
- Proper waste disposal
- Restrooms/locker rooms - clean/sanitary
- Eating areas - clean/sanitary

Ladders/Scaffolds

- Ladders - condition/proper use
- Fixed ladders - condition/fall protection
- Scaffolds - condition/proper use

Confined Spaces Entry Equipment

- Personal monitors - availability/calibration
- Retrieval equipment - availability/condition

Emergency Equipment

- First aid kit - in place/completely stocked
- Availability of persons trained in F.A./CPR
- Fire extinguishers - in place/charged
- Fire alarm operates when actuated
- Eye washes/showers - accessible/functional
- Emergency lights - proper operation
- Exits - accessible/not blocked
- SCBA's/PPE - availability/condition

PPE: Condition/Storage

- Respirators
- Hard hats
- Face/eye protectors
- Gloves
- Protective footwear
- Protective clothing
- Electrical protective equipment
- Personal fall protective equipment

Safe Work Practices: Employees

- Use proper lockout/tagout procedures
- Use proper confined space entry procedures
- Use suitable personal protective equipment
- Barricade hazardous work areas
- Guard temporary floor openings
- Use proper excavation/trenching procedures
- Use personal fall protective equipment
- Use GFI's

Vehicles/Mobile Equipment

- Tires/brakes/steering/lights
- General maintenance
- Proper operation of special equipment
- First aid kit - in place/completely stocked
- Fire Extinguishers - in place/charged

Employee Medical/Exposure Records

- Available for employee review

Describe Other Unsatisfactory Items/Conditions And/Or New Hazards

1. _____
2. _____
3. _____
4. _____
5. _____

Summary Of Unsatisfactory Items That Need Further Action

Item	Location

Area/Vehicle Inspected: _____

Conducted By: _____ **Date:** _____

FORM SP-3 REPORT OF AN UNSAFE CONDITION

Instructions to employees: Briefly describe the location and nature of the unsafe condition. Identify any possible corrective actions. Sign/date the report. Submit report to your immediate supervisor.

To be completed by Employee reporting the unsafe condition

Location: _____

Describe unsafe condition: _____

Suggested corrective actions: _____

Reported by: _____ Date: _____

To be completed by Supervisor

Received by: _____ Date: _____

Suggested corrective actions taken

Referred to safety committee

Comments/actions taken: _____

To be completed by Safety Committee

Date reviewed/acted upon: _____

Recommendation of safety committee: _____

Corrective actions initiated by safety committee

Corrective actions referred to work unit manager for review/initiation

To be completed by Management

Date Acted Upon: _____

Actions taken: _____

FORM SP-4 HAZARD EVALUATION AND ELIMINATION/CONTROL WORKSHEET

This checklist provides general guidance for the evaluation and elimination/control of workplace safety and health hazards. It is not all inclusive. The employer must customize the form for the specific work place.

Use this worksheet to identify how hazards identified in the workplace hazard survey will be eliminated or controlled. (The worksheet may also be used to analyze specific operations or areas). For each hazard; identify the source and location of each hazard in *column 1*, identify the cause and severity of the hazard in *column 2* and the means/methods of hazard eliminate/control in *column 3*.

Facility: _____ Area/Operation: _____

Affected Positions: _____ Compiled By: _____ Date: _____

Hazard Source/Location	Hazard Evaluation <i>Identify cause and severity of hazard. Include results of personal monitoring if applicable.</i>	Methods/Mean Of Hazard Elimination/Control <i>Identify means and methods that will be used to eliminate or control the hazard. Consider hazard elimination, engineering controls, administrative controls, procedures and work practices, employee training and personal protective equipment.</i>

FORM SP-5 JOB HAZARD ANALYSIS

Instructions: Refer to OSHA publication 3071, Job Hazard Analysis for additional information and instructions.

Task: _____ Conducted By: _____ Date: _____

Job Step	Hazard	Cause	Preventive Measure

Page: _____ of: _____

FORM SP-6 INDOOR ENVIRONMENTAL AUDIT

This checklist provides general guidance for the identification of common work place hazards. It is not all inclusive. The employer must customize the form for the specific work place.

Name of Facility:					Conducted By:			Date:	
Location	Airborne Contaminants					Lighting	Noise	Temperature Humidity	
	Oxygen (percent)	Carbon Monoxide (ppm)	% of LEL		Ventilation	Light Level (foot-candles)	Noise Level (dB-A)	Temperature (F°)	Relative Humidity (percent)
Comments:									

FORM SP-7 RESULTS OF PERSONAL EXPOSURE MONITORING

Facility:					Department or Area:			
Operation:					Employee:			
Employee SS Number:			Date:		Temperature:		Relative Humidity:	
Type of Respirator Used By Employee:					Comments/Observations:			
Sample Type:					Sampling Device and ID. No:			
Calibration (date and results):					Settings/Range:			
Collection Media:					Analysis Method:			
Sample Number	Start Time	Stop Time	Duration (minutes)	Calibration Flow Rate	Volume (liters)	Substance Sampled	Amount Collected	Concentration In Air
Substance Sampled			Actual Employee Exposure			Permissible Exposure Limit (PEL)		
Recommendations:					Sampling Conducted By:			



Minnesota Municipal Utilities Association

FORM SP-8 CERTIFICATION OF EMPLOYEE TRAINING

Title of Training Session:				
Topics Discussed (Check Those That Apply)				
AV Material: (If Used)				
Method Used To Evaluate Effectiveness of Training: (Check Method Used)			Post Training Test	Workplace Inspections
Name of Facilitator:			Date:	
Location:		Start Time:		End Time:



Minnesota Municipal Utilities Association

FORM SP-9 SAFETY AND HEALTH PROGRAM AUDIT WORKSHEET

This worksheet provides general guidance for evaluating safety and health program effectiveness. It is not all inclusive. The employer must customize the form for the specific work place. Consider each program element to; (1) determine whether or not the element is in place, (2) estimate the element's overall effectiveness and (3) identify specific deficiencies and actions that can be taken to improve the effectiveness of the element.

Program Element	In Place (√)		Effectiveness (√)					Identify Specific Deficiencies And Actions That Can Be Taken To Improve Program Effectiveness
	Yes	No	1 <i>(poor)</i>	2	3 <i>(fair)</i>	4	5 <i>(Excellent)</i>	
1. Employer Commitment Employer has adopted and endorsed an effective and proactive written safety and health program that encourages employee participation.								
Employer has adopted a safety and health related vision (or policy) statement. Vision (or policy) statement has been communicated to managers, supervisors and employees.								
Employer has adopted safety and health related policies, procedures and practices. Safety related policies, procedures and practices have been communicated to managers, supervisors and employees.								
Employer has committed those human and material resources necessary to implement and manage the safety and health program.								

Program Element	In Place (√)		Effectiveness (√)					Identify Specific Deficiencies And Actions That Can Be Taken To Improve Program Effectiveness
	Yes	No	1 <i>(poor)</i>	2	3 <i>(fair)</i>	4	5 <i>(Excellent)</i>	
Employer has (established and communicated) safety and health related responsibilities for managers, supervisors and employees.								
Employer has provide means and methods for managers, supervisors and employees to meet assigned safety and health related responsibilities.								
Employer has assigned accountability by adopting and enforcing a safety program compliance policy. Managers, supervisors and employees are required to comply with safety related, policies, procedures and practices and are held accountable for their actions.								
Employer includes work place safety and health as an agenda item in staff meetings.								

Program Element	In Place (√)		Effectiveness (√)					Identify Specific Deficiencies And Actions That Can Be Taken To Improve Program Effectiveness
	Yes	No	1 <i>(poor)</i>	2	3 <i>(fair)</i>	4	5 <i>(Excellent)</i>	
Employer requires managers and supervisors to take a visible and active role in safety meetings and training sessions.								
2. Employee Involvement Employer provides for employee input and involvement in safety and health program. Employees (or their designated representative) have endorsed the safety and health program.								
Employer provides for employee involvement (and solicits employee input) in all matters pertaining to work place safety and health, including but, not limited to; work place hazard assessments and inspections, hazard mitigation and training.								

Program Element	In Place (√)		Effectiveness (√)					Identify Specific Deficiencies And Actions That Can Be Taken To Improve Program Effectiveness
	Yes	No	1 <i>(poor)</i>	2	3 <i>(fair)</i>	4	5 <i>(Excellent)</i>	
Employer has provided employees with an effective means to report unsafe working conditions. Employees are not subjected to retaliation or harassment for reporting unsafe acts or conditions.								
Employer schedules safety meetings and training sessions during normal working hours and/or with employees in pay status.								
Employer has established an effective and proactive safety committee. Safety committee has defined goals and objectives. Safety committee meets on a scheduled basis. Safety committee activities are communicated to managers, supervisors and employees.								

Program Element	In Place (√)		Effectiveness (√)					Identify Specific Deficiencies And Actions That Can Be Taken To Improve Program Effectiveness
	Yes	No	1 <i>(poor)</i>	2	3 <i>(fair)</i>	4	5 <i>(Excellent)</i>	
<p>3. Hazard Control A Systematic survey has been conducted to identify all work place safety and health hazards. Results have been communicated to managers, supervisors and employees.</p>								
<p>Hazards posed by new processes, machines and chemical products are identified. Results are communicated to managers, supervisors and employees.</p>								
<p>Frequent walk-through safety inspections are conducted to identify unsafe acts and unsafe conditions. Results are communicated to managers, supervisors and employees.</p>								
<p>As a matter of routine first-line supervisors and employees report and/or correct unsafe acts and conditions.</p>								

Program Element	In Place (√)		Effectiveness (√)					Identify Specific Deficiencies And Actions That Can Be Taken To Improve Program Effectiveness
	Yes	No	1 <i>(poor)</i>	2	3 <i>(fair)</i>	4	5 <i>(Excellent)</i>	
Appropriate methods are used to evaluate hazards to determine cause, severity and effective methods of elimination/control. Results are communicated to managers, supervisors and employees.								
Appropriate and suitable methods are used to eliminate or control safety and health hazards. When practical and feasible hazards are either eliminated, or controlled by engineering and/or administrative controls. Employer solicits employee input when considering hazard mitigation options.								
Work place safety and health hazards are promptly corrected by managers, supervisors and employees.								
Written safety and health programs have been implemented (and communicated to managers, supervisors and employees) as required by work place hazards, employee job duties and applicable OSHA regulations. Each program is effective in meeting it's intended purpose as is periodically reviewed.								

Program Element	In Place (√)		Effectiveness (√)					Identify Specific Deficiencies And Actions That Can Be Taken To Improve Program Effectiveness
	Yes	No	1 <i>(poor)</i>	2	3 <i>(fair)</i>	4	5 <i>(Excellent)</i>	
Written procedures and work practices (SOP's) have been implemented (and communicated to managers, supervisors and employees) as required by work place hazards, employee job duties and applicable OSHA regulations. Each SOP is effective in meeting the intended purpose as is periodically reviewed.								
4. Facility Maintenance Structures, vehicles and equipment are properly maintained in accordance with applicable regulations, codes and manufacture's instructions through an effective work order systems that facilitates planned maintenance and the reporting of items in need of repair.								
Effective housekeeping procedures and assignments have been established (and communicated to managers, supervisors and employees). Facility is maintained in a clean and sanitary condition.								

Program Element	In Place (√)		Effectiveness (√)					Identify Specific Deficiencies And Actions That Can Be Taken To Improve Program Effectiveness
	Yes	No	1 <i>(poor)</i>	2	3 <i>(fair)</i>	4	5 <i>(Excellent)</i>	
<p>5. Accident Analysis Managers, supervisors and employees are required to report all accidents and injuries including close calls.</p>								
<p>All accidents, injuries and close calls are investigated to determine root cause and appropriate corrective measures. Results are acted upon and communicated to managers, employees and supervisors.</p>								
<p>Accident and injury records are reviewed and analyzed to identify recurrent hazards. Results are acted upon and communicated to managers, employees and supervisors.</p>								

Program Element	In Place (√)		Effectiveness (√)					Identify Specific Deficiencies And Actions That Can Be Taken To Improve Program Effectiveness
	Yes	No	1 <i>(poor)</i>	2	3 <i>(fair)</i>	4	5 <i>(Excellent)</i>	
<p>6. Occupational Medicine An affective and proactive occupational medicine program has been established as required by work place hazards and applicable regulations. All affected personal participate in the program. Results and recommendations are appropriately communicated and</p>								
<p>7. Contractor Safety Employer has established (and abides by) a policy of retaining only qualified contractors with a demonstrable record of employee safety and health and regulatory compliance.</p>								
<p>Safety and health related duties and responsibilities for contractors (and subcontractors) are clearly stated in bid and/or contract documents.</p>								

Program Element	In Place (√)		Effectiveness (√)					Identify Specific Deficiencies And Actions That Can Be Taken To Improve Program Effectiveness
	Yes	No	1 <i>(poor)</i>	2	3 <i>(fair)</i>	4	5 <i>(Excellent)</i>	
Contractors are informed of work place hazards, safety related policies, procedures and practices in accordance with applicable regulations. Contractors are required to observe (or exceed) the host employers safety and health related policies, procedures and practices.								
8. Employee Training Employees are informed of their rights and responsibilities under the OSHA act by posting of the OSHA poster and are informed of work place injuries and illnesses by posting of the OSHA 200 Log between February 1 and March 1 of each year.								
Employees are provided with access to safety and health related information including; applicable regulations, policies, procedures, material safety data sheets and to their training, medical and exposures records. Location of said information is communicated to employees.								

Program Element	In Place (√)		Effectiveness (√)					Identify Specific Deficiencies And Actions That Can Be Taken To Improve Program Effectiveness
	Yes	No	1 <i>(poor)</i>	2	3 <i>(fair)</i>	4	5 <i>(Excellent)</i>	
Employees are informed of work place safety and health hazards by appropriate signs, labels and tags.								
New employees are provided with effective training that includes information on work place hazards, safety related policies, procedures and practices, and instruction on specific job duties. First line supervisors and experienced employees take an active role in the training of new employees. The training is documented.								
In-service topical and refresher training and instruction is provided on routine and scheduled basis as required by applicable regulations, new hazards, procedural changes and deficient work practices. The training is documented.								
Work unit supervisors conduct frequent job briefings, tool box safety talks and/or tailgate safety talks to communicate safety and health related information and/or work specific hazards and hazard control procedures.								

Program Element	In Place (√)		Effectiveness (√)					Identify Specific Deficiencies And Actions That Can Be Taken To Improve Program Effectiveness
	Yes	No	1 <i>(poor)</i>	2	3 <i>(fair)</i>	4	5 <i>(Excellent)</i>	
Employees actively participate in safety training and communicate training needs to management.								
Appropriate means and methods are used to evaluate the effectiveness of training.								
9. Emergency Response Effective and proactive policies, procedures and practices have been established (and communicated to managers, supervisors and employees) to prevent fires and other work place emergencies. Procedures are established in a fire prevention plan.								

Program Element	In Place (√)		Effectiveness (√)					Identify Specific Deficiencies And Actions That Can Be Taken To Improve Program Effectiveness
	Yes	No	1 <i>(poor)</i>	2	3 <i>(fair)</i>	4	5 <i>(Excellent)</i>	
Emergency equipment (exits and exit ways, fire extinguishers, first aid kits, emergency eye wash stations and showers and emergency lights) is installed, inspected and maintained in accordance with applicable regulations. Emergency telephone numbers are consciously posted.								
Duties and procedures to be followed in all reasonably foreseeable emergencies have been identified in an emergency action plan. Plan has been communicated to managers, supervisors and employees.								
Managers, supervisors and employees are provided with emergency response training as required by assigned duties and applicable regulations. Personnel trained in CPR/first aid a readily available at work place.								
Local fire department has been informed of work place hazards in accordance with applicable regulations, has toured the facility and has developed emergency plan.								

Program Element	In Place (√)		Effectiveness (√)					Identify Specific Deficiencies And Actions That Can Be Taken To Improve Program Effectiveness
	Yes	No	1 <i>(poor)</i>	2	3 <i>(fair)</i>	4	5 <i>(Excellent)</i>	

Audit Conducted By: _____ Date: _____



GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

PUBLIC UTILITIES COMMISSION

500 SE 4TH STREET PO BOX 658
GRAND RAPIDS, MINNESOTA 55744
TELEPHONE (218) 326-7024
TDD (218) 326-7487 FAX (218) 326-7499

Memorandum

To: GRPUC Department Managers
CC: HR Assistant Flannigan, HR Assistant
From: Julie Kennedy, General Manager
Date: May 16, 2017
Re: First Report of Injury (FROI) Submittal Process

Please communicate to all employees within your department the following process for submitting First Report of Injury (FROI) paperwork for an employee experiencing a work-related accident. **These steps should be completed within 24 hours of the accident.**

1. The Employee immediately notifies their Supervisor of the work-related accident. If their Supervisor is unavailable, notify General Manager.
2. Together, the Employee completes the *Employee Incident Report Form* (either fillable or hard copy) and the Supervisor (or General Manager if Supervisor is unavailable) completes the *Supervisor's Report of Accident Form* (either fillable or hard copy). Forms can be found in the following folder: P:\Managers\Managers Forms\Accident Reporting.

DO NOT SAVE FORMS – COMPLETE, PRINT, SIGN AND THEN CLOSE DOCUMENT WITHOUT SAVING.

3. The Supervisor prints both forms and the Employee and Supervisor each sign and date their Form. The Supervisor scans both signed Forms to the HR Assistant (or General Manager if HR Assistant is unavailable) and place hard copies in HR Assistant's mailbox.
4. The HR Assistant (or General Manager if HR Assistant is unavailable) completes the *FROI Form* and submits it to the LMCIT Workers' Compensation Claims Department. General Manager is copied on submittal.
5. The HR Assistant (or General Manager if HR Assistant is unavailable) provides a copy of the submitted *FROI Form* and *Minnesota Workers' Compensation System Employee Information Sheet* to the Employee.
6. The HR Assistant (or General Manager if HR Assistant is unavailable) emails the Safety Manager and Union President the completed *FROI Form* with confidential information redacted.
7. The HR Assistant (or General Manager if HR Assistant is unavailable) notifies the Employee and the Safety Manager of future correspondence from the LMCIT Workers' Compensation Claims Department.

Forms:

- A. *Employee Incident Report*
- B. *Supervisor's Report of Accident*
- C. *First Report of Injury (FROI)*
- D. *Minnesota Workers' Compensation System Employee Information Sheet*

EMPLOYEE INCIDENT REPORT

Item 4.

Note: Please complete this form and return it to your supervisor immediately. Please complete each question and if you need medical attention, call: _____

Employee Name (last, first, middle): _____

Employee Home Address: _____

City, State & Zip Code _____

Date of Birth: _____

Phone Number: _____

How long employed? _____

Department: _____

Job Title: _____

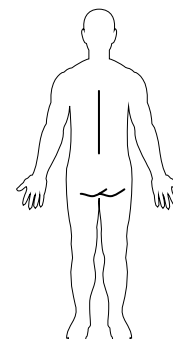
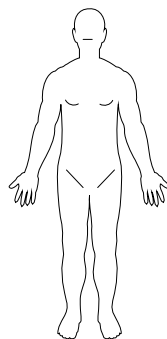
Supervisor: _____ Who did you notify of this incident? _____

Date of Incident: _____ Time of Day: _____ am/pm Day Occurred: Sunday

Location of Incident: _____

Describe exactly what happened & how the incident occurred. Include details pertaining to equipment, environment, work location, work tasks, etc.: _____

_____ **Indicate on the Diagram the location of your injury(ies):**



Was first aid administered? Yes No When? _____ By whom? _____

Did you go to the Hospital? Yes No When? _____ Where? _____

Did you go to the Clinic? Yes No When? _____ Where? _____

Did you see a physician, chiropractor, nurse practitioner or seek other medical attention? Yes No

When? _____ Who? _____ Where? _____

Do you intend to seek additional medical care for this injury? Yes No

Who witnessed the incident? _____

How much time did you miss because of this incident? _____ When? _____

What actions do you intend to take to avoid this in the future? _____

Do you have other regular employment? Yes No Where? _____

Employee's Signature: _____ Date: _____

ANY PERSON WHO, WITH THE INTENT TO DEFRAUD, RECEIVES WORKERS' COMPENSATION BENEFITS TO WHICH THE PERSON IS NOT ENTITLED BY KNOWINGLY MISREPRESENTING, MISSTATING, OR FAILING TO DISCLOSE ANY MATERIAL FACT IS GUILTY OF THEFT AND SHALL BE SENTENCED PURSUANT TO SECTION 609.52, SUBDIVISION 3, MNWC STATE STATUTE 60A.955.

SUPERVISOR'S REPORT OF ACCIDENT

Item 4.

This form should be completed by the supervisor as soon after a work accident as possible. It is useful in gathering information for investigating accidents and their causes so that corrective action can be taken and future accidents avoided. Every accident should be investigated and the causes corrected.

Name of Employee: _____ City/City Organization: _____ Dept.: _____

Date of Accident: _____ Time of Accident: _____ Did employee lose time from work? YES NO

Hours lost on day of accident: _____ Has employee returned to work? YES NO

Employee's job title: _____ Years of employee's service with City/City organization: _____

Years employee has been in present job: _____ Number of hours employee works per week: _____

GIVE US YOUR HONEST COMMENTS ON QUESTIONS BELOW. WE ARE NOT TRYING TO BLAME ANYONE. YOUR OPINION MAY HELP US PREVENT ACCIDENT REPETITION.

PLEASE ANSWER THE FOLLOWING:

CHECK "YES" OR "NO"

- | | | | |
|-----|--|------------------------------|-----------------------------|
| 1. | HAD INJURED PERSON BEEN PROPERLY INSTRUCTED IN SAFE AND EFFICIENT METHODS? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2. | DID INJURED PERSON VIOLATE ANY INSTRUCTIONS? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3. | WAS NECESSARY PROTECTIVE EQUIPMENT WORN? (IF APPLICABLE) | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 4. | DID POOR HOUSKEEPING CONTRIBUTE TO INJURY? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 5. | DID HORSEPLAY CAUSE THE INJURY? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 6. | WAS INJURY CAUSED BY SOMETHING THAT NEEDED REPAIRS? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 7. | SHOULD A GUARD BE PROVIDED? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 8. | DID ANY BODILY DEFECT CONTRIBUTE TO INJURY? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 9. | WAS INJURY CAUSED BY AN UNSAFE ACT? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 10. | DID INJURED REPORT THE INJURY TO YOU, THE SUPERVISOR, IMMEDIATELY? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

ACCIDENT. (Describe what the injured employee was doing at the time of the accident, what happened, who was involved, nature of the injury.) _____

Witnesses' Names _____

UNSAFE ACTS. (Did the injured employee or another person do something incorrectly?) _____

UNSAFE CONDITIONS. (What unguarded or unsafe condition of machinery, equipment, building or premises was involved?) _____

ACTIONS TAKEN. (After the injury, what did the employer do to correct the conditions that caused the injury?) _____

REMEDIES. (What should the employer do to prevent other injuries like this?) _____

MEDICAL CARE. Did the employee go to the Doctor or Hospital? YES NO If yes, please complete the following:

Name of Doctor or Hospital: _____ Date of initial visit: _____

Address: _____ Telephone number: _____

AS SUPERVISOR, DO YOU FEEL THAT THIS INJURY SHOULD BE COVERED UNDER WORKERS' COMPENSATION? YES NO

Reasons why or why not: _____

Report Submitted By: _____ Date: _____

First Report of Injury

See Instructions on Reverse Side

Reset



Print in ink or type
 Enter dates in MM/DD/YYYY format

DO NOT USE THIS SPACE

1. EMPLOYEE SOCIAL SECURITY #		2. OSHA case #		3. Time employee began work on date of injury <input type="checkbox"/> am <input type="checkbox"/> pm	
4. DATE OF CLAIMED INJURY		5. Time of injury <input type="checkbox"/> am <input type="checkbox"/> pm		6. Date of death # of dependents (if death is related to injury)	
7. EMPLOYEE Name (last, suffix, first, middle)				8. Gender <input type="checkbox"/> M <input type="checkbox"/> F	
				9. Marital status <input type="checkbox"/> Married <input type="checkbox"/> Unmarried	
10. Home address			11. Home phone #		12. Date of birth
City State Zip Code			14. Occupation		13. Date hired
			15. Regular department		16. Apprentice <input type="checkbox"/> Yes <input type="checkbox"/> No
17. Average weekly wage		18. Rate per hour	19. Hours per day	20. Days per week Normal work schedule Sun - Sat <input type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> T <input type="checkbox"/> F <input type="checkbox"/> S	
				21. Employment status (check all that apply) <input type="checkbox"/> Full time <input type="checkbox"/> Part time <input type="checkbox"/> Seasonal <input type="checkbox"/> Volunteer	
22. Tell us how the injury/illness occurred, what the employee was doing before the incident (give details), and what the injury/illness was. Examples: "Worker was driving lift truck with a pallet of boxes when the truck tipped, pinning worker's left leg under drive shaft." "Worker developed soreness in left wrist over time from daily computer key entry."					
23. What was the injury or illness (include the part(s) of body)? Examples: chemical burn left hand, broken left leg, carpal tunnel syndrome in left wrist.			24. What tools, equipment, machines, objects, or substances were involved? Examples: chlorine, hand sprayer, pallet lift truck, computer keyboard.		
25. Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No Name and address of the place of the occurrence		26. Date of first day of any lost time		27. Employer paid for lost time on day of injury (DOI) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No lost time on DOI	
		28. Date employer notified of injury		29. Date employer notified of lost time	
		30. Return to work date		31. RTW same employer <input type="checkbox"/> Yes <input type="checkbox"/> No	
				32. RTW with restrictions <input type="checkbox"/> Yes <input type="checkbox"/> No	
33. Treating physician (name)		34. Extent of medical treatment (check all that apply) <input type="checkbox"/> None <input type="checkbox"/> Minor on-site by employer's medical staff <input type="checkbox"/> Minor clinic/hospital			
35. Certified Managed Care Organization (if any)		<input type="checkbox"/> Emergency room <input type="checkbox"/> Hospitalization more than 24 hours			
		<input type="checkbox"/> Future major medical anticipated			
36. EMPLOYER Legal name			37. EMPLOYER DBA name (if different)		
38. Mailing address			39. Employer FEIN		40. Unemployment ID #
City State Zip Code			41. Employer's contact name and phone #		
42. Physical address (if different)			43. Witness (name and phone) - if more than 1 attach a separate sheet		
City State Zip Code			44. NAICS code		45. Date form completed
46. INSURER name			51. CLAIMS ADMIN COMPANY (CA) name (check one) <input type="checkbox"/> Insurer <input type="checkbox"/> TPA		
47. Insured legal name and FEIN			52. CA address		
48. Policy # (including effective dates) or self-insured certificate #			City State Zip Code		
49. Insurer FEIN		50. Date insurer received notice		53. CA FEIN	
				54. CA claim #	
55. To be completed by the CA:		Claim type code:	Type of loss code:	Late reason code:	Salary paid in lieu of comp?
					Death result of injury?

GENERAL INSTRUCTIONS TO THE EMPLOYER

Employers, not employees, are responsible for completing this form. The information is needed to determine liability and Item 4. to benefits. You must file this form with your insurer, and give a copy to the employee and the employee's local union office. You are required to provide the employee with a copy of the Employee Information Sheet, which is available on the Department of Labor and Industry's web site at www.dli.mn.gov.

Filing this form is not an admission of liability. You must report a claim to your insurer whenever anyone believes that a work-related injury or illness that requires medical care or where lost time from work has occurred. If the claimed injury wholly or partially incapacitates the employee for more than **three** calendar days, the claim must be made on this form and reported to your insurer within **ten** days. Your insurer may require you to file it sooner. Failure to file within the **ten** days may result in penalties. It is important to file this form quickly to allow your insurer time to investigate the claim. **Your insurer will report the injury** to the Department of Labor and Industry (Department), when necessary. Self-insured employers have 14 days to report the injury to the Department, when necessary.

If the claim involves death or serious injury (including injuries that later result in death), you must notify the Department and your insurer within 48 hours of the occurrence. The claim can be reported initially to the Department by telephone (651-284-5041), fax (651-284-5731), or personal notice. The initial notice must be followed by the filing of this form with the Department within **seven** days of the occurrence, at P.O. Box 64221, St. Paul, MN 55164-0221.

SEND THIS FORM TO YOUR INSURER IMMEDIATELY – DO NOT WAIT FOR THE DOCTOR'S REPORT

SPECIFIC INSTRUCTIONS TO THE EMPLOYER ON COMPLETING THIS FORM

- Item 2: OSHA case #. Fill in the case number from the OSHA 300 log. This form contains all items required by the OSHA form 301.
- Items 17-21: Fill in all the wage information. If the employee does not work a regularly scheduled work week, attach a 26 week wage statement so your insurer can calculate the appropriate average weekly wage. Attach a separate sheet giving the weekly value of any meals, lodging, or 2nd income paid to the employee.
- Item 20: Fill in the average number of days per week that the employee works. Also include their normal work schedule, Sunday - Saturday, by checking the appropriate boxes. If the employee's work schedule fluctuates from week-to-week, leave the boxes blank.
- Items 22-24: Be as specific as possible in describing: the events causing the injury; the nature of the injury (cut, sprain, burn, etc.), and the part(s) of body injured (back, arm, etc.); and the tools, equipment, machines, objects or substances involved.
- Item 26: Fill in the first day the employee lost any time from work (including time lost for medical treatment), even if you paid the employee for the lost time.
- Item 27: Check the appropriate box to indicate if there was lost time on the date of injury and whether you paid for that lost time.
- Item 28: Fill in the date you first became aware of the injury or illness.
- Item 29: Fill in the date you became aware that the lost time indicated in Item 26 was related to the claimed injury.
- Item 30: Leave the box blank if the employee has not returned to work by the time you file this form. If the employee has returned to work, fill in the date and answer the questions in Items 31 and 32. Notify your insurer if the employee misses time due to this injury after that date.
- Item 34: Check all the boxes that apply AT the time you file this form.
- Item 39: Fill in your Federal Employer Identification Number (FEIN). For information, see <https://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Lost-or-Misplaced-Your-EIN>.
- Items 40 and 44: Fill in your Unemployment ID number and North American Industry Classification System (NAICS) code, which are both assigned by the Minnesota Unemployment Insurance Program (651-296-6141).
- Items 46-54: Your insurer or claims administrator will complete this information if you do not have it available.

INSTRUCTIONS TO THE INSURER/CLAIMS ADMINISTRATOR (For first reports of injury filed on or after Jan. 1, 2014)

Pursuant to Minnesota Statutes, section 176.231, and Minnesota Rules, part 5220.2530, insurers and self-insured employers must file with the Department's Workers' Compensation Division an electronic first report of injury, according to the requirements set out in sections 2 to 4 of the Minnesota implementation guide, in all cases where a first report of injury is required to be filed under Minnesota Statutes, chapter 176. The Minnesota implementation guide can be found on the Department's website at www.dli.mn.gov/WC/Edi.asp.

A first report of injury submitted by the insurer or self-insured employer in any other manner or format is not considered filed with the division, except for a written first report of injury on a paper form filed by a self-insured employer within seven days of death or serious injury.

If the claim does not involve lost time beyond the waiting period or potential permanent partial disability (PPD), or has not been requested to be filed by the Department, a first report of injury does **not** need to be filed.

This material can be made available in different forms, such as large print, Braille or audio. To request, call (651) 284-5032 or 1-800-342-5354 Voice or TDD (651) 297-4198

ANY PERSON WHO, WITH INTENT TO DEFRAUD, RECEIVES WORKERS' COMPENSATION BENEFITS TO WHICH THE PERSON IS NOT ENTITLED BY KNOWINGLY MISREPRESENTING, MISSTATING, OR FAILING TO DISCLOSE ANY MATERIAL FACT IS GUILTY OF THEFT AND SHALL BE SENTENCED PURSUANT TO SECTION 609.52, SUBDIVISION 3.

Minnesota Workers' Compensation System

Employee Information Sheet

What does workers' compensation pay for?

- Medical care for the work injury, as long as it is reasonable and necessary
- Wage-loss benefits for part of your lost income (there is a three-calendar-day waiting period before these benefits start)
- Benefits for permanent damage or loss of function of a body part
- Benefits to your spouse and/or dependents if you die of a work injury
- Vocational rehabilitation services if you cannot return to your pre-injury job or to your pre-injury employer

How are workers' compensation benefits paid?

Your workers' compensation benefits are paid by an insurance company or your employer, if your employer is self-insured. State law sets the benefit levels. Please note: pursuant to statute, the insurer can obtain medical information specific to your work injury without your authorization.

If the insurer accepts your claim for wage loss benefits and you have been disabled for more than three calendar days:

- The insurer will send you a copy of the *Notice of Insurer's Primary Liability Determination* form stating your claim is accepted.
- The insurer must start paying wage-loss benefits within 14 days of the date your employer knows about your work injury and lost wages. The insurer must pay benefits on time. Wage-loss benefits are paid at the same intervals as your work paychecks.

If the insurer denies your claim for wage loss benefits:

- The insurer will send you a copy of the *Notice of Insurer's Primary Liability Determination* form stating it is denying primary liability for your claim. The form must clearly explain the facts and reasons why the insurer believes your injury or illness did not result from your work.
- If you disagree with the denial, you should talk with the insurance claims adjuster who is handling your claim. Your employer's insurance company can answer most questions about your claim.

Insurer name: [League of Minnesota Cities Insurance Trust](#) **Phone:** 651-281-1200 or 1800-925-1122

- If you are not satisfied with the response you receive from the insurer and still disagree with the denial, you should contact the Department of Labor and Industry at one of the numbers listed below to see what to do next.

If you have other questions or need more help, call:

Minnesota Department of Labor and Industry Worker's Compensation Hotline:

Twin Cities and Southern Minnesota: (651) 284-5005 or 1-800-342-5354; TTY (651) 297-4198
Duluth and Northern Minnesota: (218) 733-7810 or 1-800-342-5354

Your call will be answered by experienced workers' compensation specialists, who will provide **instant, accurate information and assistance**.

Additional workers' compensation information is available on the department's Web site at:

www.dli.mn.gov/WorkComp.asp

Your employer is required by law to give you this information. This material can be made available in different formats, such as large print, Braille or audio, by calling the numbers printed above.

PUBLIC UTILITIES COMMISSION
SAFETY ACTION REPORT

Name of Employee _____ Department _____

Name of Supervisor _____

Job Title _____ Date & Time of Injury _____

Witnesses _____

First Aid Case Medical Case No Injury Property Damage

Describe the extent of injury listing part of body injured/property damage:

Describe in detail how the accident occurred: _____

Was the point of accident guarded? Yes No

Was a safety rule violated? Yes No If so, which rule? _____

Was the employee informed, acquainted, and properly trained in the operation taking place when the accident occurred? Yes No If so, why not? _____

What was the primary unsafe act or unsafe condition, which was the most significant factor in causing the accident? _____

What time did Safety Action Team report to scene of accident? _____

Chief Investigator's signature _____ Date _____

Attention Investigator: Deliver immediately to the Safety Action Team Chairman. What action, if any, has been taken in the above accident? _____

Safety Action Team Chairman _____ Date _____

Copies to: General Manager, Employee's Dept Manager, Secretary Safety Committee



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: July 13, 2022

AGENDA ITEM: Consider ratification of Water/Wastewater Department and Electric Department request to reallocate the approved 2022 operations and capital budget per the adopted Budget and Financial Planning policy.

PREPARED BY: Jean Lane, Business Services Manager
Jeremy Goodell, Electric Department Manager
Steve Mattson, Water/Wastewater Department Manager
Julie Kennedy, General Manager

BACKGROUND:

The Budget and Financial Planning Policy was adopted by the Grand Rapids Public Utilities Commission on May 11, 2022. Copy of the adopted policy is attached for your reference.

This policy delegates authority to the General Manager (GM) to reallocate a budgeted dollar amount among the line items within the approved total annual capital and operating budgets without prior approval by the Commission. The GM will present for ratification by the Commission any reallocation greater than 5% of annual revenue for each individual utility enterprise or \$500,000.

This policy also allows the GM to reallocate a future capital budgeted dollar amount within the adopted five-year capital improvement plan provided the total five-year capital improvement dollar value does not change. The GM will present for ratification by the Commission any reallocation within the adopted five-year capital improvement plan.

REQUEST TO REALLOCATE 2022 BUDGET WATER & WASTEWATER:

GRPU has \$501,000 approved for the Wastewater Collection Operation and Maintenance budget for the sanitary televising project. The engineer's estimate for the project was \$501,146. The low bid GRPU received was \$642,925. Because the low bid was 28% over the budget management decided not to pursue the project for 2022.

Manager Mattson requested reallocate of the funds from the operations budget to go towards the joint capital project from Itasca County / City of Grand Rapids for redoing the intersection of SE

7th Ave and River road. GRPU assets underneath that intersection are between 47 and 64 years old.

The required capital investment for the GRPUC would be \$369,848 for wastewater and \$144,245 for water and a total of \$514,093. Funding for this project will come from the Wastewater Collection Main Replacement which has a current balance of \$526,815 and the Water Main Replacement which has a current balance of \$873,350.

REQUEST TO REALLOCATE 2022 BUDGET ELECTRIC

The Electric Department is unable to procure transformers for 2022 and postponed 2022 adopted and planned capital conversion projects that require these transformers. Specifically, ELEC2210 Crystal Springs Conversion budgeted cost \$146,000 and ELEC2221 SW 1st Avenue Conversion budgeted cost of \$30,000.

The Electric Department request is to reallocate the above listed 2022 adopted and budgeted capital projects to future capital projects originally planned for 2023. Specifically, 2023 cable replacement projects replacing older cross-linked poly cable and replacing this cable with newer EPR type cable budgeted cost \$176,000.

Both of the above requests to reallocate the 2022 budget, per the Budget and Financial Planning Policy, require presentation to the Commission and ratification by the Commission. The request to reallocate the water/wastewater 2022 budget from operations to capital will also require an estimated additional capital allocation of \$13,093 from current approved 2022 capital projects. In essence, a 2022 adopted capital project or combination of projects need to be under budget by \$13,093 to cover the additional capital cost in the reallocation of water/wastewater budget request.

RECOMMENDATION:

Ratify the Water/Wastewater Department and Electric Department requests as presented to reallocation the approved 2022 operations and capital budget per the adopted Budget and Financial Planning policy.



COMMISSION POLICY

Budget and Financial Planning

Category: Business Services	Subcategory: Finance	Policy Number: 3.3.001
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1.0 INTRODUCTION

The Commission affirms the importance of financial planning and budgeting and sets forth its expectations for the General Manager (GM) in terms of the effective development, implementation, monitoring, updating, and reporting of a financial plan and budget connected to the Commission’s approved strategic plan.

2.0 POLICY

The GM will propose for Commission approval a financial plan and budget that supports the Strategic Plan and provides credible projections of expenses and revenues (in major categories), reserve fund balances, and key financial ratios annually. The GM will propose a balanced budget where revenues exceed expenses is required. Prior year’s revenues or cash reserves may be used to meet this requirement, provided that all utilities cash targets meet or exceed internal goals, bond or any legal requirements. The GM will monitor and report the financial plan and budget to the Commission.

The basis of budgeting is identical to the basis of accounting and financial reporting used in the audited financial statements for all enterprise funds. The principles set forth as the basis of accounting are strictly observed in the budgeting process. All budgets are adopted on a basis consistent with Generally Accepted Accounting Principles (GAAP). Each enterprise fund service activities will be self-supporting to the greatest extent possible by user charges/fees.

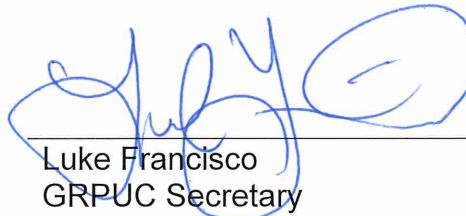
The GM shall implement financial planning and budgeting that:

1. Includes reliable projections of revenues, expenses, cash flow, reserve funds, utility fund balances, and key financial ratios based on credible assumptions.
2. Includes reliable projections of capital expenses and borrowing needs.
3. Includes revenue requirements with proposed planned rate adjustments based on each utility cost of service/rate study.
4. Recognizes the need for appropriate adjustments or contingencies to the financial plan and budget that may arise during implementation as a result of changed conditions and unexpected events.
5. Clearly communicates the financial plan and budget connection to the strategic plan.

6. Provides quarterly financial reports to the Commission which accurately and adequately describe all utilities financial condition.
7. Provides financial report presentations which discuss any material changes and any appropriate corrective actions. A material change is defined as any operations or capital dollar value which could impact the Strategic Plan.
8. Allows the GM to reallocate a budgeted dollar amount among line items within the approved total annual capital and operating budgets without prior approval by the Commission. The GM will present for ratification by the Commission any reallocation greater than 5% of annual revenue for each individual utility enterprise or \$500,000.
9. Allows the GM to reallocate a future capital budgeted dollar amount within the adopted five-year capital improvement plan provided the total five-year capital improvement dollar value does not change. The GM will present for ratification by the Commission any reallocation within the adopted five-year capital improvement plan.
10. Follows all Minnesota State Statutes related to legal compliance, financial, and bond covenants.



Tom Stanley
GRPUC President



Luke Francisco
GRPUC Secretary

POLICY HISTORY:

Adopted: May 11, 2022

Revised:



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: July 13, 2022

AGENDA ITEM: Consider a motion to approve the semi-annual write off of uncollectible accounts receivable in the amount of \$3,783.38

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

The CSR team has performed internal and external collection processes for the attached listing of uncollectible customer accounts receivable.

The attached list, with redacted customer information for privacy, show the amounts of the requested accounts to write off as uncollectible.

The request to write off uncollectible customer accounts receivable will be presented to the Grand Rapids Public Utilities Commission twice per year.

RECOMMENDATION:

Consider a motion to approve the write off of customer account receivable accounts in the amount of \$3,783.38

For Commission to Approve Write-off - June 2022 GRPUC Meeting

Location	Customer Name	Address	Reason	Closed	Amount
			Statute of Limitations	9/30/2021	\$ 249.17
			Statute of Limitations	9/30/2021	371.67
			Bankruptcy	9/30/2021	63.99
			Statute of Limitations	10/29/2021	237.19
			Statute of Limitations	11/30/2021	74.32
			Statute of Limitations	12/28/2021	73.04
			Statute of Limitations	12/28/2021	86.42
			Deceased	1/31/2022	535.13
			Statute of Limitations	1/31/2022	287.9
			Deceased	2/28/2022	527.09
			Statute of Limitations	3/31/2022	314.47
			Statute of Limitations	3/31/2022	87.42
			Statute of Limitations	3/31/2022	92.54
			Statute of Limitations	3/31/2022	232.93
			Statute of Limitations	3/31/2022	87.79
			Statute of Limitations	3/31/2022	201.93
			Statute of Limitations	3/31/2022	<u>260.38</u>

Total Customer Accounts Receivable write off \$ 3,783.38



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: July 13, 2022

AGENDA ITEM: Consider a motion to ratify the agreement with Itasca County allowing participation as a subscriber in the ARMER Radio system for an annual cost of \$7200, and to accept a donation of 40 ARMER Radios from Itasca County.

PREPARED BY: Jeremy Goodell, Electric Department Manager

BACKGROUND:

This agreement will allow Grand Rapids Public Utilities to operate ARMER radios on the statewide public safety radios system as part of a subscription service. The cost of this service is \$15 per month per radio for 40 radios, at a total cost of \$7200 per year.

The GRPUC Procurement Policy was followed. This agreement is for an approved capital project with a budget of \$25,000. See attached budget project detail sheet. \$0.00 has been spent to date.

Itasca County has donated 40 ARMER Radios to Grand Rapids Public Utilities for their use. These radios are older style functioning radios that are no longer being used by Itasca County.

RECOMMENDATION:

Consider a motion to ratify the agreement with Itasca County allowing participation as a subscriber in the ARMER Radio system for an annual cost of \$7200, and to accept a donation of 40 ARMER Radios from Itasca County.

Capital Improvement Plan
Grand Rapids Public Utilities Commission

Data in Year 2022

Department 5-Technology
 Contact Jean Lane
 Type Unassigned
 Useful Life 10
 Category Equipment
 Priority 02 - Significant Need
 Status Active

Project # CITE2212
 Project Name Radio Conversion to 800MHZ

Total Project Cost: \$25,000

Description
 Radio Conversion to 800MHZ

Justification

Expenditures	2022	2023	2024	2025	2026	Total
Purchases	25,000					25,000
Total	25,000					25,000

Funding Sources	2022	2023	2024	2025	2026	Total
Rplcmt Fund-Elec share/business	15,000					15,000
Rplcmt Fund-Water share/business	5,000					5,000
Rplcmt Fund-WWC share/business	5,000					5,000
Total	25,000					25,000

Budget Impact/Other

Non-Member of ICRB Communications System Subscriber Agreement

Between the Itasca County Radio Board (ICRB) and Authorized Users Regarding:

Maintenance/System Administration of the 800 MHz P25-Based Trunked Simulcast

Radio System of Itasca County

FINAL: 08-26-09

THIS AGREEMENT made and entered into by and between the COUNTY OF ITASCA, a body politic and corporate, under the laws of the STATE OF MINNESOTA, hereinafter referred to as the "COUNTY," Itasca County Courthouse, 123 NE 4TH St. Grand Rapids, Minnesota 55744, and Grand Rapids Public Utilities Commission, 500 SE 4th Street, Grand Rapids, Minnesota 55744, acting by and through its duly authorized officers, hereinafter referred to as the "USER".

WITNESSETH:

WHEREAS, the COUNTY operates a Local Subsystem as part of the Countywide Public Safety Radio Communications System, hereinafter referred to as "System"; and

WHEREAS, the COUNTY has provided for the capability of Cities, Agencies, Districts and Other Authorized Users within the County to have access to the System; and

WHEREAS, the COUNTY bears primary responsibility for the health, security and integrity of the System and other communications systems; and

WHEREAS, the USER has elected to participate as a subscriber with end user radios operating on the System, and agrees that mobiles and portables are also necessary for communication interoperability.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the COUNTY and the USER agree as follows:

1. PURPOSE AND INTRODUCTION

The purpose of this Agreement is to define the rights and obligations of the COUNTY and the USER with respect to the cooperative and coordinated purchase, lease, maintenance, technical and administrative support and use of portable and mobile radios by the USER on the COUNTY's System.

The System is a multi-site general purpose wireless communications system designed to provide, among other things, adequate area coverage reliability for portable radio operation above ground level throughout most of the County. Other USER benefits and services include, access to a countywide public safety radio communications system, multiple system redundancies with backup power, a wide range of talk groups, electronic identification of all radios on all transmissions.

2. DUTIES AND RESPONSIBILITIES OF USER

2.1 Conformance to Statewide Radio Board (SRB) , Itasca County Radio Board, (herein after ICRB) and COUNTY Standards

USER agrees to be aware of and conform to all applicable standards, policies, procedures and protocols established or amended by the SRB, ICRB and COUNTY related to use of the System including but not limited to radio user training requirements, radio operating guidelines, audit, monitoring and compliance.

2.2 Conformance to Federal Laws and Regulations

USER agrees to be aware of and conform to all applicable Federal Rules, Regulation and Laws pertaining to use of the System including but not limited to the Communications Act of 1934 as Amended and Part 90 of the Federal Communications Commission Rules and Regulations.

2.3 Response to Improper Use

In the event COUNTY informs USER that statistical analysis of System usage or other information indicates that USER personnel may have inappropriately used the System, or may have violated standards, policies, procedures, rules, regulations or laws regarding proper operation of the System, or may have violated the provisions of this Agreement, USER agrees to take immediate and appropriate investigative and corrective action to stop the violation and eliminate any reoccurrence.

2.4 Maintenance and Repair Fees

USER agrees to pay the ICRB a \$15.00 flat monthly rate per mobile or portable for maintenance/system administration of the 800 MHZ P25 – based trunked simulcast radio system of Itasca County. This flat fee of \$15.00 per mobile or portable radio is subject to annual adjustments as determined by the ICRB, outlined in Appendix A made a part hereof.

2.5 Invoicing and Payment Terms

COUNTY will invoice USER annually for all fees specified herein. Payment of all fees herein shall be made directly to the COUNTY within thirty-five (35) days from receipt of the invoice.

2.6 Limitation of Radio Programming, Radio Code Plug Programming Files and System Key File

All radios on the System shall be programmed only by the ICRB and the ICRB shall retain an archived electronic copy of all radio code plug programming files and encryption keys files installed in all radios covered by this Agreement. The configuration of all radio code plug programming files and radio templates shall be subject to approval by the ICRB before the radios will be activated on the System. All radio code plug programming files, system key files and encryption key files are the sole property of the ICRB, and contain information that is classified as security information and non-public government data. Unless specifically authorized by the ICRB in writing, USER may not directly or indirectly, or permit any third party to: view, read, print, extract, copy, archive, edit, create, clone, transfer, tamper with or otherwise compromise the security of any radio code plug programming file, system key file or encryption key file for any radio on the System. In the event USER learns that any party has improperly or fraudulently obtained radio code plug programming file information,

system key file or encryption key file, USER will immediately notify ICRB of the security breach.

2.7 ICRB Memorandum of Understanding

USER agrees to comply with all applicable provisions contained in the Memorandum of Understanding (MOU), as amended. The Memorandum of Understanding for the ICRB, including any amendments thereto, are hereby incorporated herein as being part of this Agreement by this reference and attached as Appendix A.

3. DUTIES AND RESPONSIBILITIES OF COUNTY

3.1 Allocation of System Resources

The ICRB will allocate to USER, on a fair and non-discriminatory basis, sufficient System resources including Talk Groups, Announcement Groups, Radio Unit IDs, Alias IDs, etc. in order to provide USER with an equivalent grade of service afforded to other comparable System users. See Exhibit A – Request and Authorization to use Talk Groups not owned by The Requesting Agency Form

3.2 Monitoring of USER Talk Groups

The ICRB will periodically monitor talk groups allocated to USER for USER's internal use for system management purposes including but not limited to maintenance, troubleshooting, system performance assessments, unusual traffic patterns (sudden jump in usage), policy and procedure compliance checks, etc. The ICRB monitoring of USER's talk groups may occur at any time, for any duration, may be without notice and is subject to recording.

3.3 Radio Station Licenses

COUNTY shall hold and administer all FCC licenses on behalf of all users of the System. USER shall operate as authorized mobile, portable and control station units under the COUNTY'S FCC radio station licenses.

4. TERM AND CANCELLATION

4.1 Term of Agreement This Agreement shall be for an initial term beginning on the date executed by the COUNTY and continuing through December 31, 2022. After the initial term and any subsequent extensions thereto, this Agreement will automatically be extended for an additional one (1) year term, unless either party gives written notice of intent not to extend to the other party, at least one hundred twenty (120) days prior to the expiration of the then current term.

4.2 Cancellation of Agreement

This Agreement may be canceled with or without cause by either party upon one hundred eighty (180) days' written notice.

4.3 Actions Upon Termination

Upon expiration or cancellation of this Agreement as provided for herein, USER shall provide verification that all radios and portables have been removed from system use.

5. MERGER AND MODIFICATION

5.1 Entire Agreement

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

5.2 Amendments to Agreement

Any alterations, variations, modifications, or waivers of provisions of this Agreement as provided for below, shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

6. DEFAULT

6.1 If either party hereto shall fail to fulfill its obligations under this Agreement properly and timely, or if either party hereto shall violate any of the covenants, agreements, or stipulations of this Agreement, thereupon the other party shall have the right to terminate this Agreement if the default has not been cured within thirty (30) days from the date on which the defaulting party received written notice specifying the default. This Agreement may then be terminated by the non-defaulting party giving at least ten (10) days written notice to defaulting party of such termination and specifying the effective date thereof.

6.2 In the event the ICRB cancels this Agreement due to USER's default, USER shall provide verification that all radios and portables have been removed from system use.

6.3 The above remedies shall be in addition to any other right or remedy available under this contract, law, statute, rule, and/or equity.

6.4 The failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 Independent Parties

It is mutually understood that this Agreement does not create an employment relationship between the parties, nor does it create a partnership or joint venture, nor does it constitute a cooperative agreement or joint powers agreement.

7.2 Liability

Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by law, and shall not be responsible for the acts of the other party and the results thereof. The ICRB's and the USER's liability is governed by the provisions of Minnesota Statutes Chapter 466,

7.3 Data Privacy

USER, its officers, agents, owners, partners, employees, volunteers or subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

7.4 Records – Availability/ Access

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), the USER agrees that the ICRB, COUNTY, the State Auditor, the Legislative Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the USER and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

7.5 Contract Administration

In order to coordinate the services of the USER with the activities of the ICRB so as to accomplish the purposes of this contract, Julie Kennedy, Grand Rapids Public Utilities General Manager, shall manage this contract on behalf of the USER and serve as liaison between the ICRB and the USER.

7.6 Notices

Any notice or demand which must be given or made by a party hereto under the terms of this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to the COUNTY shall be sent to the County Administrator with a copy to the Office of the County Sheriff at the address given below. Notice to the USER shall be sent to the address stated below.

To COUNTY: Itasca County
County Administration
123 NE 4th St.
Grand Rapids, MN 55744

Itasca County Sheriff
Itasca County Courthouse
123 NE 4th St
Grand Rapids, MN 55744

USER: Grand Rapids Public Utilities
Julie Kennedy, General Manager
500 SE 4th Street
Grand Rapids, MN 55744

USER: Grand Rapids Public Utilities
Jeremy Goodell, Electric Department Manager
500 SE 4th Street
Grand Rapids, MN 55744

7.7 Minnesota Laws Govern

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this contract and the legal relations between the herein parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Itasca, State of Minnesota. Litigation, however, in the federal courts involving the herein parties will be in the appropriate federal court within the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

In accordance with Minnesota Statute 403.38, which clarifies that, notwithstanding any provision to the contrary, the Statewide Radio Board has the final authority over technical and operational standards to provide for the development and implementation of a statewide backbone that maximizes the integration of the public safety radio communications system throughout the state. This agreement could be cancelled at any time if there are modifications to state law prohibiting such an agreement(s) or if state agencies prohibit such agreement(s).

7.8 Mediation

The ICRB and USER agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Cooperative Solutions Mediation Center, Grand Rapids, Minnesota. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

COUNTY ADMINISTRATOR APPROVAL

USER, having signed this contract, and the County having duly approved this contract on the ____ day of _____, 2022, and pursuant to such approval, the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

Approved as to form
and execution

COUNTY OF ITASCA
STATE OF MINNESOTA

Assistant County Attorney
Date: _____

By: _____
County Administrator
By: _____
County Board Chair

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

Grand Rapids Public Utilities Commission

Julie Kennedy, General Manager

Date

ATTEST:

Carrie Jo Kruger, Administrative/HR Assistant
Grand Rapids Public Utilities Commission

Utility Commission organized under:

Statutory X Option A _____ Option B _____ Charter _____

Per Resolution XXXX, the Grand Rapids Public Utilities Commission authorizes the General Manager of the Utility to approve contracts for \$25,000 of goods and services with a ratification of the contract at the next Utility Commission meeting. A copy of the ratification of this contract and Resolution XXXX is attached.

APPENDIX A

Itasca County Radio Board (ICRB)

MEMORANDUM OF UNDERSTANDING (MOU)

**FINAL DRAFT
(08-26-09)**

SECTION 1: Introduction

“One of the most critical aspects to a successful multi-agency effort is a charter set of guidelines and principles for stakeholders to follow as they come together and work to tackle challenges outside the realm of their agency, discipline, or jurisdiction. Certain norms and principles must be in place to transform a new ICRB into a highly effective team with common goals. There must clarity of purpose, leadership, established roles and responsibilities, and a strong foundation for making decisions.”

The Itasca County Radio Board, hereto referred to as ICRB, is committed to cooperatively addressing the challenge of communications interoperability. This document describes the purpose, authority, outcomes, scope, operating principles, membership and management by which the ICRB will achieve success.

SECTION 2: Purpose

This ICRB exists to address the challenges facing-interdisciplinary communications across multiple jurisdictions. It was established to create a centralized interoperable communications planning and implementation capacity for Itasca County. The ICRB’s goals are:

1. To maintain an advanced communication system
2. To maintain equipment and communication uniformity
3. To address all questions or needs of the public service community

It is necessary for public safety organizations to communicate or share critical voice or data information with other jurisdictions in day-to-day operations, natural disasters, emergency response scenarios, and terrorist incidents. Failure to accomplish the mission in each situation can result in the loss of lives and property.

This ICRB exists to establish a partnership among agencies as listed in attached Attachment 1 in order to enhance communications interoperability capabilities.

This ICRB provides a forum for each agency to discuss related public safety communications initiatives that may or may not impact the work of this ICRB. This helps ensure individual projects have and opportunity to align with the county and state plan.

SECTION 3: Authority

This ICRB has the authority to evaluate the state of both current and emerging communications interoperability in Itasca County, create a plan for Itasca County Emergency Services communications interoperability, oversee implementation of the plan, and develop appropriate polices, procedures, and guidelines.

All policies, plans, and projects will be submitted to and approved by the ICRB.

This ICRB can make recommendations to help direct the use of any funds earmarked for capital improvements and operational upgrades to improve Itasca County and State of Minnesota public safety communications and interoperability.

This ICRB should identify additional sources of funding allotted through cross-discipline and cross-jurisdictional coordination.

The members of the ICRB are comprised of the following individuals:

- **Sheriff, Itasca County or his/her designee and 2 Sheriff Deputies as appointed by the Sheriff of Itasca County.**
- **President, Itasca County Chiefs Association or his/her designee and 2 Fire Officers or Fire Fighters of Itasca County as appointed by the President of the Itasca County Chiefs Association.**
- **3 - Emergency Medical Services (EMS) Association Appointees. (Appointed by the Emergency Medical Services Association)**
- **3 - County Municipal Law Enforcement Association Appointees. (Appointed by the Law Enforcement Association)**
- **1 – Township Association Chairman or his/her designee**
- **1 – Representative from Range Area Municipalities Association (RAMS)**

Although the individuals may come from one particular discipline within a jurisdiction or region, they will represent the overall interest of all disciplines in the jurisdiction or region while serving on the ICRB.

SECTION 4: Outcomes

The desired outcomes that the ICRB will accomplish are listed below:

- A.** Conduct an assessment to better understand the current baseline of communications interoperability in Itasca County.
- B.** Task a working group to identify and recommend future technologies that will enhance the communications interoperability capability in Itasca County.
- C.** Create a County Wide Communications Interoperability Strategy and Spending Plan.
- D.** Manage implementation of the Communications Interoperability Plan.

- E. Create a County Wide best practices, policies, procedures, and protocols for communications interoperability and incorporate them into existing regional interoperability agreements.
- F. Ensure the training of key communications personnel—especially dispatchers and dispatch center supervisors as well as technical communications support staff.
- G. Ensure training opportunities around communications interoperability are available to all necessary and authorized public safety practitioners.

SECTION 5: Scope

Communications Interoperability Scope

<u>Government</u>	<u>Discipline</u>	<u>Level</u>
Federal	Fire Service	Executive
State	Law Enforcement	Emergency Operations Center
Multi-Region Centers	Emergency Medical Services	Dispatch/Communications
Region Jurisdiction	Emergency Management Public Health Health Care	Incident Command (IC) Tactical (Field)
<u>Function</u>	<u>Type</u>	<u>Usage</u>
Equipment & Technology	Data	Day to Day—routine within a town (Interdisciplinary)
Utilization & Operations	Voice	Day to Day—routine inter-town (Mutual-aid)
	Video	Unplanned Critical Incident Planned Event

Government
The ICRB will:

- Work toward identifying initiatives that improve Itasca County public safety communications interoperability while understanding that there is the possibility that an Itasca County initiative could improve the State of Minnesota response.
- Work with Federal and State agencies to prevent duplication of effort. This includes coordination of procurement decisions.
- Ensure that the Itasca County Plan addresses the various recommendations in the State Interoperability Plan.

- Coordinate with various regional organizations including the Itasca County Board of Commissioners and keep this organization updated on the ICRB's actions.
- Address regional organizations such as the Blandin Foundation that are not directly funded by Department of Homeland Security grants, and identify ways to coordinate activities through sharing of resources or technologies.
- Use its relationship with the Itasca County Board of Commissioners to educate public officials to increase awareness and ensure the success of communications interoperability initiatives.

Inclusion

The ICRB will initially focus on Attachment 1 Agencies and incorporate additional disciplines in future phases.

A. Level

The ICRB will initially focus on Command & Tactical Level and incorporate additional levels in future phases.

B. Function

The ICRB will address the technological and/or operational components of Communications interoperability. Technological means equipment procurement and maintenance. Operational means authorization, SOP's, Incident Command training.

C. Communications Type

The ICRB will address voice and/or data and/or video communications interoperability.

D. Usage

The ICRB has identified four distinct levels of interoperability to address:

- Day to Day – Routine within a jurisdiction (interdisciplinary)
- Day to Day – Routine inter-jurisdictional (mutual aid)
- Unplanned Critical Incident (interdisciplinary/inter-jurisdictional)
- Planned Major Event (interdisciplinary/inter-jurisdictional)

SECTION 6: Operating Principles

- Consider each participating agencies unique needs-recognize and respect them, and attempt to address them if they negatively impact the Itasca County Emergency Services communications interoperability capabilities.
- Think interdisciplinary.
- Use a phased approach. Do not attempt to solve all the problems at once.
- Ensure all strategic initiatives fit within the desired future goals and strategy.

- E. Identify matters within the ICRB's control, and apply resource toward those matters rather than areas that are not within the ICRB's control.
- F. Coordinate regional and state strategy with other regional and the state interoperability strategies.
- G. Identify a balance between infrastructure and subscriber unit needs.
- H. Distribute the responsibility of managing communications interoperability so that it does not rest on any one individual, agency, or technology.
- I. Ensure that Itasca County and the State of Minnesota takes on a collaborative approach in dealing with the issue.
- J. Stay aligned with other State of Minnesota Systems.
- K. Avoid acronyms and codes to eliminate confusion or misunderstanding.
- L. Speak with one voice when reporting externally.
- M. Do not lose the sense of urgency that 9/11 brought to this issue.
- N. Keep the issue of communications interoperability in front of politicians as they are elected and administrations change.
- O. Though both voice and data interoperability is within the scope of the ICRB, work toward achieving voice interoperability solutions across disparate systems in the short term.
- P. Consider security concerns during the planning of future communications solutions.

SECTION 7: Membership

- A. The following disciplines will represent this ICRB:
 - Law Enforcement of Itasca County
 - Fire Service of Itasca County
 - Emergency Medical Services of Itasca County
 - See Attached Attachment 1
 - Township Association of Itasca County
 - Representative of Range Area Municipalities Association
- B. The following jurisdictions will be represented on this ICRB:
 - Itasca County
- C. Voting members are to be responsible for representing their discipline. If a voting member is unable to attend a ICRB meeting, an alternate voting member from that discipline may be appointed for that meeting. The voting member must notify the

ICRB chair prior to the meeting that an alternate has been designated to represent him/her at the meeting. Without such prior notification, the alternate will not count when determining if a quorum has been established or be allowed to participate in votes during the meeting.

- D. Advisory members are part of the ICRB by virtue of their position and ensure that all disciplines are represented in the ICRB. These members may attend ICRB meetings and provide feedback to the voting members of decision-making purposes. However, they will not vote. Additionally, a number of regional and state agencies may provide coordination for implementing aspects of the Itasca County communications interoperability plan.
- E. The ICRB may add ad hoc members as necessary. These members may come from local (including surrounding jurisdictions), regional, state, tribal, or Federal public safety agencies or planning organizations. They may sit on the ICRB on a temporary basis as needed.

ICRB Leadership Roles and Responsibilities

Position	Itasca County Board of Commissioners	ICRB Chair	ICRB Vice Chair	Sheriff's Office Staff
Term	Determined by Region	1 year – no term limits, but must be re-nominated each year	1 year- does not succeed the chair at end of term	Continuous
Requirements	Determined by Region	Can be any member of the ICRB (Voting, Not Advisory)	Can be any member of the ICRB (Voting, Not Advisory)	Position is dedicated to the ICRB
Roles and Responsibilities	<p>Enable ICRB to perform its objectives by allocating all available resources and mitigating controllable challenges.</p> <p>Consider input from the ICRB when making all decisions regarding communications interoperability.</p> <p>Provide oversight guidance, and authority.</p>	<p>Provide leadership for the ICRB.</p> <p>Coordinate with the Executive Sponsor to ensure that the ICRB has all of the resources required to achieve its mission.</p> <p>Act as a liaison and present the findings and recommendations of the ICRB to regional decision making bodies or offices.</p> <p>Run decision-making and voting processes of the ICRB.</p>	<p>Perform the role of ICRB chair when the chair is not available to attend a meeting.</p>	<p>Provide logistical and secretarial support for ICRB meetings including:</p> <p>Provide meeting preparation of documents.</p> <p>Provide meeting location.</p> <p>Provide meeting notes and post meeting documentation.</p>

	<p>Ensure coordination with other elements of a regional Homeland Security strategy.</p> <p>Hold ICRB members accountable for implementation of the communications interoperability strategy.</p>	<p>Ensure that ICRB meetings adhere to principles set forth in the charter.</p> <p>Determine the agenda of ICRB meetings.</p> <p>Ensure outreach and communications, as defined in the charter, are implemented.</p> <p>Notify the regional decision-making body or office if a voting member from its jurisdiction does not regularly attend/participate during ICRB meetings.</p>		<p>Provide meeting materials.</p> <p>Provide food (as necessary).</p> <p>Assist ICRB chair with coordination of regional leadership.</p> <p>Coordinate with Federal programs.</p>
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SECTION 8: Decision Making

A. ICRB Decision Making Process

- Each discipline member has one vote to be cast. If the voting member is unable to attend, the alternate voting member will cast the vote for the discipline represented.
- Simple majority rules. All decisions and recommendations approved by a simple majority will be considered a decision or recommendation of the ICRB when presented to the Itasca County Board of Commissioners for consideration. As much as possible, the majority opinion will be reflected. ICRB members are free to express to their authorizing body how they voted /stood on the position.
- A two-thirds majority vote is required for amendments.
- Quorum will be met when 7 out of 11 voting members (or their designated alternates) are present. If a sufficient quorum is not achieved, votes will be tabled.

B. ICRB members will be held accountable through their authorizing body. The authorizing body has the final decision in all matters related to ICRB participation.

C. Decisions and recommendations of the ICRB will be reported to the authorizing body through the ICRB chair.

D. This ICRB will report status, actions, and recommendations to a larger audience through following a communications plan developed in partnership

with authorizing body management. This communication plan will be developed independent of the ICRB.

SECTION 9: Logistics

- A. The ICRB initially will meet monthly in order to establish an Itasca County Communications Interoperability Plan. Once the plan is complete and approved, this ICRB will meet as necessary to implement the initiatives set forth in the plan.
- B. ICRB meetings will take place on the 2nd Wednesday of each month starting at 6:00pm.
- C. The ICRB will meet at a facility designated by this ICRB. The location for each meeting will be determined at each meeting based upon availability.

SECTION 10 – Cost Sharing Agreement: The Operating budget costs associated with the Itasca County Public Service Radio System (hereinafter “the System”), as more specifically described in Section 12 below, would be shared as follows:

Life expectancy of units by Agency:

Law Enforcement Agencies:

- Portables: 10 year life/120 months**
- Mobiles: 10 year life/120 months**

Fire and EMS Agencies:

- Portables: 15 year life/180 months**
- Mobiles: 15 year life/180 months**

- Portables: 10 years life/120 months 115% Cost Amortization**
- Mobiles: 15 years life/180 months 115% Cost Amortization**

- 100% Cost of Product**
- 5% Inflation dollars over life of product**
- 2% New Radio Additions (New Staff Positions within Agencies.)**
- 3% Unknown Factors (Radio’s Lost etc.)**
- 5% Maintenance/System Administration of Program**

115% Calculation Factor “Per Radio” and “Per Mobile” for the Replacement Schedule as attached to this document as Appendix A.

A fund will be established with the Itasca County Auditor from which to pay any operating expenses of the system.

All equipment and infrastructure purchase that are conducted through the Memorandum of Understanding will be insured by Itasca County Insurance Coverage Policies.

SECTION 11 - Equipment or Infrastructure Purchases: Any entity of this agreement that purchases equipment or infrastructure outside of this agreement will be solely responsible for each mobile and portable purchase in its entirety, including but not limited to: replacement, maintenance, programming, and insurance. However, any mobiles or portables that are used on this system must first be approved by the ICRB.

SECTION 12 – Description of Public Service Radio System: The Itasca County Public Service Radio System consists of:

Itasca County Public Safety Radio System Description:

“An 800 MHz P25-based trunked simulcast radio system, with 11 tower sites located throughout the Itasca County area. Each tower site contains the following equipment:

- Steel tower structure
- Prefabricated radio equipment building
- Emergency power generator and fuel supply
- 800 MHz trunked radio transmitting and receiving stations
- System control equipment
- Microwave network equipment

The location of the 11 tower sites are:

- Alvwood (northwest County)
- Bass Lake (northeast County)
- Bigfork
- Coleraine
- Deer River
- East Central County (Hwy 65)
- Inger
- Nashwauk
- Sugar Hills
- Suomi Hills
- Warba

In addition to the tower sites, the Sheriff’s Office in Grand Rapids serves as the PSAP (Public Safety Answer Point) for the system. The PSAP contains the following equipment:

- 3-position radio dispatch console equipment
- System control equipment
- Microwave network equipment

***The location of the eleven tower sites are:**

*North West County Site	*Deer River Site
*Bigfork Site	*Coleraine Site
*North East County Site	*Nashwauk Site
*West Central Site	*Sugar Hills Site
*Marcell Site	*Warba Site
*East Central Site	

SECTION 13 – System Administration: The administration of the Itasca County Public Service Radio Communication System as defined in Section 12 of this governance shall be the sole responsibility of the ICRB. The parameters of the system administration are as follows:

The ICRB shall administer all aspects of the system including but not limited to:

- **Management of Inventory which consists of portable radios, mobile radios, and tower infrastructure equipment. Also inclusive of any equipment additions that may occur in future. Example: Mobile Data Computers, etc.**
- **Approval for applications for new or replacement of portable and/or mobile radio equipment.**
- **Equipment recovery procedures per Insurance Coverage Policy Requirements.**
- **Communication of Programming Specifications and Requirements of the System to all parties involved.**

CONCLUSION

For any area or region to improve communications interoperability, collaboration and participation of pertinent public safety stakeholders in a governing body is essential. A formal governance structure provides a unified front across multiple jurisdictions and disciplines within a particular political constituency, which can aid the funding, effectiveness, and overall support for communications interoperability. A Memorandum of Understanding (MOU) is important because it defines the group's purpose, mission statement, authority, desired outcomes, operating principles, and management.

EXHIBIT A

ICRB TALK GROUP REQUEST FORM

ALL OPERATIONS SHALL BE IN COMPLIANCE WITH FCC RULES AND REGULATIONS. ANY UNAUTHORIZED OPERATIONS SHALL BE GROUNDS FOR REVOCATION OF THIS AUTHORIZATION.

REQUESTING AGENCY:

AUTHORIZING AGENCY:

REASON FOR REQUEST: Add Talk Group(s) _____
Remove Talk Group(s) _____

Other _____

I. Request permission to ADD the following talk groups

Talk Group To be installed in: For the following Work Units by Serial #
(i.e., Portable, Mobile, Command Post)

II. Request permission to REMOVE the following talk groups

Talk Group To be removed in: For the following Work Units by Serial #
(i.e., Portable, Mobile, Command Post)

The requesting agency agrees that this authorization will be for official communications and that a copy shall be kept by the agency and the ICRB.

Authorized Signature for Requesting Agency: _____ Date _____

Authorized Signature for Authorizing Agency: _____ Date _____

AUTHORIZING AGENCY USE ONLY

Request Approved _____ Approved with Conditions _____ Denied _____

Conditions:

ICBR Authorized Signature: _____ Date _____



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: July 13, 2022

AGENDA ITEM: Consider a motion to approve the third amendment to the AT&T communication lease for the addition of a generator to the North tower site and authorize the Commission President to sign the contract.

PREPARED BY: Steve Mattson, Water/Wastewater Manager

BACKGROUND:

AT&T requested permission to add a generator adjacent to their equipment building on the North tower site to improve reliability during power outages. The generator will utilize a space of 10 foot by 4 foot and will increase the rent payment by \$1,469.55 annually.

GPRUC attorney Roy Christensen at Johnson, Killen & Seiler, P.A i.e. Duluth Law assisted in the drafting and negotiation of the agreement.

RECOMMENDATION:

Consider a motion to approve the third amendment to the AT&T communication lease for the addition of a generator to the North tower site and authorize the Commission President to sign the contract.

Cell Site No.: MNL05087
Cell Site Name: GRAND RAPIDS DT
Fixed Asset No.: 10125043
Market: ND / SD / NE / MN / IA
Address: 936 Northwest 6th Street

**THIRD AMENDMENT TO
LEASE FOR COMMUNICATIONS FACILITY AND
LIMITED USE OF WATER TOWER**

THIS THIRD AMENDMENT TO LEASE FOR COMMUNICATIONS FACILITY AND LIMITED USE OF WATER TOWER ("Third Amendment"), dated as of the latter of the signature dates below (the "Effective Date"), is by and between:

<p>Grand Rapids Public Utilities Commission, and State of Minnesota 500 Southeast 4th Street Grand Rapids, MN 55744 (hereinafter referred to as "GRPUC")</p>	<p>New Cingular Wireless PCS, LLC, a Delaware limited liability company 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "Lessee").</p>
--	--

WHEREAS, GRPUC (or its respective predecessor-in-interest) and Lessee (or its respective predecessor-in-interest) entered into a Lease for Communications Facility and Limited Use of Water Tower dated November 10, 2004, as amended by First Amendment to Lease for Communications Facility and Limited Use of Water Tower dated August 26, 2010, and as again amended by a Second Amendment to Lease for Communications Facility and Limited Use of Work Tower dated November 18, 2013 (hereinafter, collectively, the "Agreement"), whereby GRPUC leased to Lessee certain site ("Site"), therein described, that are a portion of the property ("Property") located at 936 Northwest 6th Avenue, Grand Rapids, MN; and

WHEREAS, GRPUC and Lessee desire to amend the Agreement to increase the size of the Premises leased to Lessee to accommodate Lessee's desire to install a generator upon the Premises; and

WHEREAS, GRPUC and Lessee desire to amend the Agreement to adjust the Rent (as defined below) in conjunction with the modifications to the Agreement contained herein and to provide an option to extend the Lease Term; and

WHEREAS, GRPUC and Lessee desire to amend the Agreement to modify the notice section thereof; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRPUC and Lessee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. Lease of Premises. Lessor agrees to increase the size of the Premises leased to Lessee to accommodate Lessee's needs and to permit Lessee to install a generator (the "Generator") upon the Premises, as more completely described on attached **EXHIBIT A-3. EXHIBIT**

Cell Site No.: MNL05087
 Cell Site Name: GRAND RAPIDS DT
 Fixed Asset No.: 10125043
 Market: ND / SD / NE / MN / IA
 Address: 936 Northwest 6th Street

A-3 hereby supplements **EXHIBIT A-2** to the Agreement. Hereafter, the Communications Facility shall be deemed to include the Generator.

2. Term. The remaining Term of the Lease will be five (5) years commencing as of December 1, 2019, with one (1) single five (5) year option to renew.
3. Rent. Commencing on the first day of the month following the date that Lessee commences construction of the modifications set forth in this Amendment, Rent shall be increased by One thousand four hundred sixty nine and eighty five hundredths Dollars (\$1,469.85) per year, subject to further adjustments as provided in the Agreement.
4. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Without limitation to the generality of the foregoing, Lessee affirms that, prior to construction and installation of the Generator, Lessee shall comply with all design and construction approvals, and all governmental approvals, as set forth in the Agreement, including, but not limited to, Section 1 of the November 10, 2004 Lease. Each reference in the Agreement to itself shall be deemed also

Section 12 of the Agreement, Lessee's Notice address, is hereby deleted in its entirety and replaced with the following:

Notices. All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Lessee:

New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: MNL05087; Cell Site Name: Grand Rapids DT (MN)
 Fixed Asset #: 10125043
 1025 Lenox Park Blvd NE, 3rd Floor
 Atlanta, GA 30319-5309

With the required copy of legal notice sent to Tenant at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC
 AT&T Legal Department – Network
 Re: Cell Site #: MNL05087; Cell Site Name: Grand Rapids DT (MN)
 Fixed Asset #: 10125043

208 S. Akard Street
Dallas, TX 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

5. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.
6. Memorandum of Agreement. The parties shall execute the Memorandum of Agreement attached hereto as **EXHIBIT B**, which Lessee may elect to record.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: MNL05087
Cell Site Name: GRAND RAPIDS DT
Fixed Asset No.: 10125043
Market: ND / SD / NE / MN / IA
Address: 936 Northwest 6th Street

[Signature page 4 to Third Amendment to Lease for
Communications Facility and Limited Use of Water Tower.]

LESSEE
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By Kristan Knutson

Print Name: _____
Kristan Knutson
Real Estate & Construction Mgr

Title: _____

Date: June 14, 2022

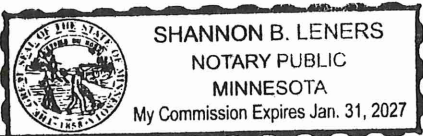
LESSEE ACKNOWLEDGMENT:

State of Minnesota)
)SS:
County of Ramsey)

I certify that I know or have satisfactory evidence that Kristan Knutson
is the person who appeared before me, and said person acknowledged that said person signed this
instrument, on oath stated that said person was authorized to execute the instrument and
acknowledged it as the REC Manager of AT&T Mobility Corporation, the Manager of
New Cingular Wireless PCS, LLC, a Delaware limited liability company, to be the free and
voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 14, 2022

Shannon B. Leners
(Signature of Notary)



Shannon B. Leners
(Legibly Print or Stamp Name of Notary)

[Notary Seal]

Notary Public in and for the State of

My appointment expires: 1/31/2027

Cell Site No.: MNL05087
Cell Site Name: GRAND RAPIDS DT
Fixed Asset No.: 10125043
Market: ND / SD / NE / MN / IA
Address: 936 Northwest 6th Street

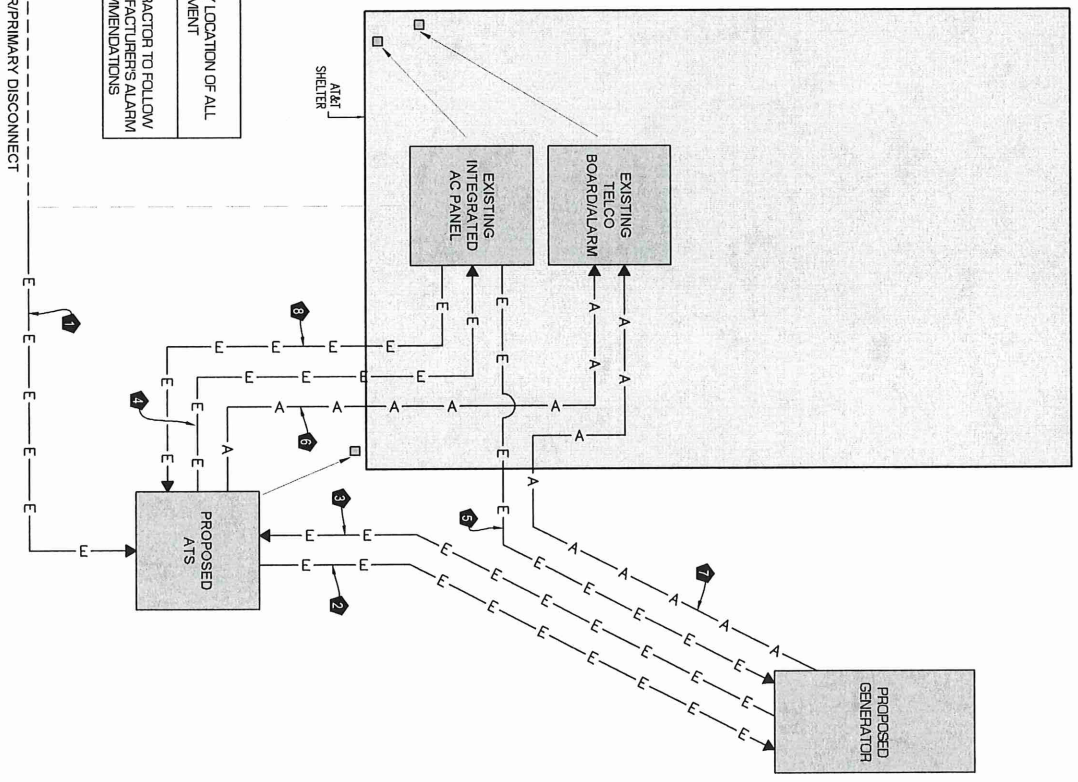
EXHIBIT A-3

DIAGRAM CIRCUIT SCHEDULE


NO.	FROM	TO	WIRES	GROUND	CONDUIT SIZE	FUNCTION
1	METER/PRIMARY DISCONNECT	PROPOSED ATS	(3) 3/0	(1) #4	2"	POWER FEED
2	PROPOSED ATS	PROPOSED GENERATOR	(2) #14	(1) #14	1"	START CIRCUIT
3	PROPOSED GENERATOR	PROPOSED ATS	(3) #1	(1) #4	2"	POWER FEED
4	PROPOSED ATS	EXISTING INTEGRATED AC PANEL	(3) 3/0	(1) #4	2"	POWER FEED
5	EXISTING INTEGRATED AC PANEL	PROPOSED GENERATOR	(2) #12 (2) #12	(1) #12 (1) #12	1"	2-20 AMP CIRCUITS FOR (1) GENERATOR BLOCK HEATER & (2) BATTERY HEATER/CHARGER
6	PROPOSED ATS	EXISTING TELCO BOARD/ALARM	4-PAIR 24 AWG	N/A	1"	ALARM CABLES FROM ATS PROVIDE 10' OF SLACK CABLE. RING PUNCH DOWN IS BY A&T TECH. LABEL ALL WIRES. BE SURE TO LABEL AND IDENTIFY ALL CABLES WITH CONDUITS.
7	PROPOSED GENERATOR	EXISTING TELCO BOARD/ALARM	12-PAIR 24 AWG	N/A	1"	ALARM CABLES FROM ATS PROVIDE 10' OF SLACK CABLE. RING PUNCH DOWN IS BY A&T TECH. LABEL ALL WIRES. BE SURE TO LABEL AND IDENTIFY ALL CABLES WITH CONDUITS.
8	EXISTING AC PANEL	PROPOSED ATS	(2) #12	(1) #12	1"	20 AMP CIRCUIT FOR ATS POWER
Pair #		Colors	AT&T Nomenclature			
1	Blue/White	White	RBS Generator Rupture Basin			
2	Orange/White	White	RBS Generator Overfill			
3	Green/White	White	RBS Generator Running			
4	Brown/White	White	RBS Generator Low Fuel			
5	White	White	RBS Generator Shutdown			
6	Red/Blue	Red	RBS Generator Common			
7	FROM ATS TO 66 BLOCK Blue/White/White	White	Commercial Power/Fail			

PROPOSED WIRING DIAGRAM

FROM AT&T METER/PRIMARY DISCONNECT



NOTE: VERIFY LOCATION OF ALL EQUIPMENT
NOTE: CONTRACTOR TO FOLLOW MANUFACTURERS ALARM RECOMMENDATIONS




GENERAL DYNAMICS
Wireless Services
12906 SHREVEVILLE ROAD, STE 230
LOUISVILLE, KY 40243
502.653.6983

BENCHMARK SERVICES, INC.
Consulting Engineers
Land Surveyors
P.O. Box 5, 318 North Main Street
Louisville, KY 40202
Phone: (502) 583-3049

DRAWING REVISIONS

REV.	DESCRIPTION	DATE	BY
0	100% CDS	3/5/21	ABB
1	RENC ADDITION	4/28/22	MA3



Ralph M. Walker

GRAND RAPIDS DT
FA#: 10125043
USID: 95022

936 NORTHWEST 6TH STREET
GRAND RAPIDS, MN 55744

GENERATOR UPGRADE

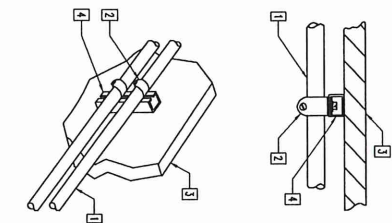
WIRING DETAILS

SHEET NO. E-1

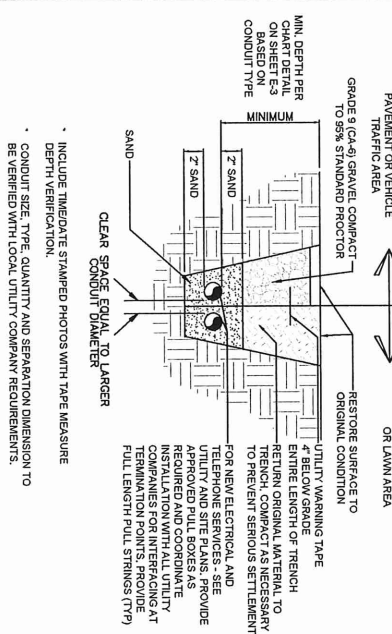
REVISION NUMBER 1

WALL CONSTRUCTION TYPE	USE
HOLLOW	3/8" Ø TOGGLE BOLT
HOLLOW, AT STUD	3/8" Ø LAG SCREW
CONCRETE BLOCK (HOLLOW)	3/8" Ø HLT 1X-20 WITH SCREEN, MIN. EMBEDMENT 2-1/2"
CONCRETE (SOLID)	3/8" Ø HLT 1X-150 WITH SCREEN, MIN. EMBEDMENT 2-1/2"

NOTE: USE GALVANIZED OR STAINLESS STEEL HARDWARE FOR WALL MOUNT AND CONNECTIONS. THIS INCLUDES SPACE UNITS. ① 3"-0" O.C. LENGTH OF RUN



1 CONDUIT WALL MOUNT
SCALE: NONE



2 CONDUCTOR BURIAL REQUIREMENTS
SCALE: NONE

MINIMUM COVER REQUIREMENTS & 10,000 VOLTS, NOMINAL BURIAL IN INCHES	TYPE OF WIRING METHOD OR CIRCUIT
ALL LOCATIONS NOT BELOW	DIRECT BURIAL OF CONDUCTORS
24 INCHES	RIGID METAL CONDUIT OR INTERMEDIATE METAL CONDUIT
24 INCHES	6 INCHES
18 INCHES	6 INCHES
24 INCHES	24 INCHES
24 INCHES	24 INCHES
30 INCHES	30 INCHES

COVER IS DEFINED AS THE SHORTEST DISTANCE IN INCHES MEASURED BETWEEN THE CENTER OF THE CONDUCTOR OR OTHER FACILITY AND THE TOP SURFACE OF FINISHED GRADE, CONCRETE, OR SIMILAR COVER.

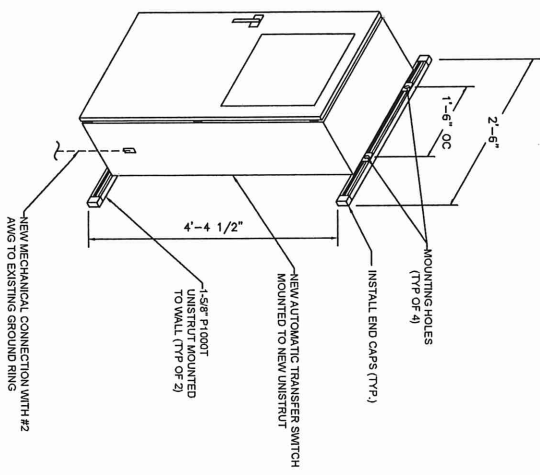
INSTALL WARNING TAPE 4" BELOW GRADE FOR THE ENTIRE LENGTH OF TRENCH.

PROVIDE AT LEAST 2" OF SAND BED ABOVE CONDUIT AND 2" OF SAND BED BELOW THE CONDUIT.

UNISTRUT MOUNTING CHART	WALL CONSTRUCTION TYPE	USE
HOLLOW	3/8" Ø TOGGLE BOLT	
HOLLOW, AT STUD	3/8" Ø LAG SCREW	
CONCRETE BLOCK (HOLLOW)	3/8" Ø HLT 1X-20 WITH SCREEN, MINIMUM EMBEDMENT 2-1/2"	
CONCRETE (SOLID)	3/8" Ø HLT 1X-150 WITH SCREEN, MINIMUM EMBEDMENT 2-1/2"	

NOTE: USE GALVANIZED OR STAINLESS STEEL HARDWARE FOR WALL MOUNT AND CONNECTION OF CHANNELS

NOTE: QC SHALL USE NON-SHRINKING CAULK TO WEATHER SEAL ALL PENETRATIONS INTO OR THROUGH SHELTER WALL



4 INTERSECT ATTS MOUNTING DETAIL
SCALE: NONE

NOTE: GROUND RODS MAY BE COPPER OR GALV. STEEL

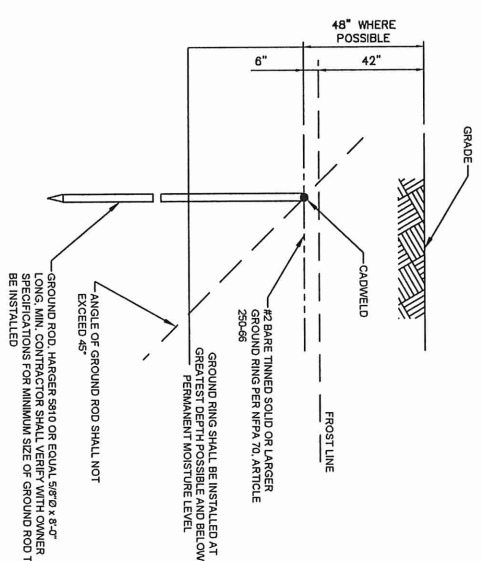
NOTE: GROUND RODS SHALL HAVE A MINIMUM SPACING TWICE THE LENGTH OF ROD

NOTE: SEE RESISTIVITY REPORT FOR VERIFICATION AS AVAILABLE

NOTE: A LARGER CONDUCTOR SHALL BE REQUIRED IN AREAS AND/OR AREAS WITH HIGHLY ACIDIC SOIL

NOTE: GROUND RODS INSTALLED WITHIN CLOSE PROXIMITY TO TOWER OR WHEN SOIL IS AT OR BELOW 2000 OHM-CM SHALL BE GALVANICALLY PROTECTED TO PREVENT GALVANIC CORROSION OF TOWER. (SEE ANSI/ISA-EM-222-G)

3 GROUND ROD DETAIL
SCALE: NONE



BENCHMARK SERVICES, INC.
Consulting Engineers
Land Surveyors
P.O. Box 5, 318 North Main Street
Louisville, KY 40202
Phone: (618) 682-2049

STATE OF MINNESOTA
LICENSED PROFESSIONAL ENGINEER
RALPH M. WALLEM
45348

GENERAL REVISIONS

REV.	DESCRIPTION	DATE	BY
0	100% CDs	3/5/21	ABB
1	REVISION ADDITION	4/22/22	MB3

GRAND RAPIDS DT
FA# 10125043
USID: 95022

936 NORTHWEST 6TH STREET
GRAND RAPIDS, MN 55744

GENERATOR UPGRADE

PANEL & PENETRATION DETAILS

SHEET NO. D-2

REVISION NUMBER 1

PROJECT TITLE: 00011-1-1: 010125043_CD00010001_000001_010125043_010125043_P101: 4/22/2022 10:22:32 PM: PLOT: 4/22/2022 10:22:59 PM

S0030 | 2.2L | 30 kW
INDUSTRIAL DIESEL GENERATOR SET
 EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL
 GENERATOR SET

CONFIGURABLE OPTIONS

- ENGINE SYSTEM**
 - Wet Head
 - Fuel Shutoff (Open Set Only)
 - Fuel Filter and Monitor
 - Fuel Filter and Monitor (Open Set Only)
 - Level 1 Fan and Belt Guards (Open Set Only)
- FUEL SYSTEM**
 - Fuel Filter
- ELECTRICAL SYSTEM**
 - 10kV UL Listed Battery Charger
 - Battery Monitor
- ALTERNATOR SYSTEM**
 - Standard Voltage
 - 120V/240V Voltage
 - 480V Voltage
 - 600V Voltage
 - 720V Voltage
 - 840V Voltage
 - 960V Voltage
 - 1080V Voltage
 - 1200V Voltage
 - 1320V Voltage
 - 1440V Voltage
 - 1560V Voltage
 - 1680V Voltage
 - 1800V Voltage
 - 1920V Voltage
 - 2040V Voltage
 - 2160V Voltage
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 - 7

TTS Series Switches
200 Amps
600 VAC

GENERAC INDUSTRIAL POWER
TAS200
200A Automatic Transfer Switch

TAS200

TAS200

TAS200

TAS200

The Generac TAS200 Automatic Transfer Switch

Flexibility for multiple application installations
 Multiple generator support with 3 source panel
 Designed with a 6 inch touch screen controller for improved user interface
 Carlock functionality for mobile generator sources

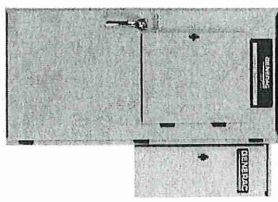


Image not for reference purposes only.

Features

- STEEL CONSTRUCTION
- NEMA 3R ENCLOSURE WITH HINGED "PADLOCKING" DOORS
- STAINLESS STEEL HARDWARE
- CARLOCK "QUICK CONNECT" CAPABILITY
- OPERATIONAL STATUS VIEW VIA 6 INCH TOUCH SCREEN
- TEST FUNCTION - FAST TEST & NORMAL TEST
- UL 1008 LISTED - FOR EMERGENCY SYSTEMS

Optional Features

- EXTENDED WARRANTY
- THREE-PHASE VOLTAGE CONFIGURATIONS

Codes and Standards
 Generac products are designed to the following standards:

UL 1008, UL596, CSA C22.2 No. 178
 UL 1108, UL596, CSA C22.2 No. 178
 NEMA 3R
 NEMA 4B
 NEMA 4D

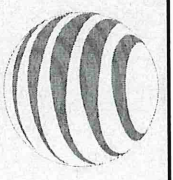
Application and Engineering Data

Rated Specifications	24" W x 12" D x 48" H
Dimensions	27 1/8" H
Weight	Single Chamber with Main Door
Material	Steel
Construction	UL Type / NEMA 3R Rated Powder Coat Finish for Corrosion Resistance C-UL-Listed - Automatic Transfer Switch Stainless Steel Hardware 3-Point Latching System with Detachable Handles
Mounting Options	Wall In-Rack
Insulated	Pre-wired Arm Terminal strip

Electrical Specifications	120/240 Single-Phase 200A 120/208 3-Phase, 200A 120/240 3-Phase, 200A Eaton 200 amp Utility Breaker 25k AIC Breaker
Breaker	Eaton 200 amp Utility Breaker 25k AIC Breaker
Medium BUS Structural Rail Outer - Amps	200
Transfer Switch	3500VAC - #12 AWG 3500VAC - #16 AWG
Output Dis. Size	Breaker Full Rating Generator Full Rating Generator Full Rating
Transfer Arrangement	Generator Full Rating Generator Full Rating Generator Full Rating
Alarm Terminal Board	Generator Full Alarm Generator Full Alarm AC Utility Full Alarm

Carlock Component	Shipped loose for multiple installation options
Carlock Connector	5" W x 8.4" D x 4.25" H
Dimensions	Single-Phase: Back U, Red U2, White-Neutral, Green-Ground 3-Phase: Back U1, Red U2, Blue U3, White-Neutral, Green-Ground
200A Carlock Generator Connection	Uses 4 OH E1016 Mals Connectors Mating Connector - CH1016 Female

GENERAC ATS MANUFACTURER
 DETAIL - FOR REFERENCE ONLY



GENERAL DYNAMICS
 Wireless Services
 12905 SHEPHERD ROAD, STE 230
 LOUISVILLE, KY 40243
 502-659-6993

BENCHMARK SERVICES, INC.
 Consulting Engineers
 Land Surveyors
 P.O. Box 5, 318 North Main Street
 Louisville, KY 40202
 Phone: (618) 988-9049

REV.	DESCRIPTION	DATE	BY
0	100% CDS	3/5/21	ABB
1	REVISION ADDITION	4/28/22	MCB



GRAND RAPIDS DT
 FA#: 10125043
 USID: 95022
 936 NORTHWEST 6TH STREET
 GRAND RAPIDS, MN 55744
 GENERATOR UPGRADE

GENERAC ATS DETAILS

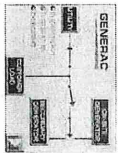
SHEET NO: G-3
 RANSOM NUMBER: 1

PROJECT NUMBER: 202011-1; ENR1251V1_CONSTRUCTION DRAWING: [2]22_REV1; DATE: 4/21/2022 10:23:31 PM; FILE: 4/21/2022 10:25:14 PM

GENERAC INDUSTRIAL POWER GEN

TTS Control Systems

Touch Screen Interface



INDICATORS AND BUTTONS

<ul style="list-style-type: none"> System Ready Indicator Standby Operating Indicator Utility Available Indicator GEN/UTIL Switch Position Indicator TVSS status 	<ul style="list-style-type: none"> Normal Test button Fast Test button Return to Normal button Reset button Exercising Indicator
---	---

DETAILS SCREEN

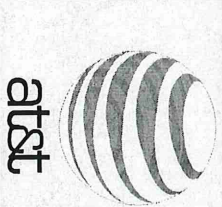
<p>System Settings:</p> <ul style="list-style-type: none"> System Voltage/Phase: <ul style="list-style-type: none"> - 120/240V single phase (standard) - 120/240V three phase (optional) - 120/240V three phase (optional) Utility Fail Monitor: <ul style="list-style-type: none"> - Under Voltage: 75-95% of nominal voltage - Over Voltage: 105%-125% of nominal voltage - Pickup (system): fixed at 5 volts - Delay time: 0-60s Utility Return Delay: 0-60s Return to Utility Timer: 1-30 minutes Transfer: <ul style="list-style-type: none"> - In-phase, or - Time-Delay/Neutral at 0.0-1.0Cs in 1 second increments 	<p>Exercising Settings:</p> <ul style="list-style-type: none"> Time of day Day of week Exercises: <ul style="list-style-type: none"> - Exercise with/without load - Exercise once every 1, 2, or 4 weeks - Exercise time-of-day - Exercise day of week - Exercise duration: 15-30 minutes
<p>Engine Settings:</p> <ul style="list-style-type: none"> Engine Warm-up timer: 0-30 minutes Generator Load Accept: <ul style="list-style-type: none"> - Time-Delay/Neutral at 0.0-1.0Cs in 1 second increments - Voltage: 85-95% of nominal - Frequency: 85-95% of nominal Engine Minimum Run Time: 5-30 minutes Engine Cool-down Timer: 0-30 minutes 	<p>Screen Settings:</p> <ul style="list-style-type: none"> Brightness & Contrast button Screen Calibration button Startup/Screen Lock <p>Diagnostic:</p> <ul style="list-style-type: none"> Digital I/O bit status Voltage A/D readings <p>Minute Diagram:</p> <ul style="list-style-type: none"> System Ready Transfer switch position Utility available Standby available Maintenance/Auto switch position Generator source TS position TVSS status

Generac Power Systems, Inc. • 545 W29290 HWY. 59, Waukegan, WI 53189 • generac.com
©2013 Generac Power Systems, Inc. All rights reserved. All specifications are subject to change without notice. Screen appearance provided in USA 07373

TAS200

3 of 5

GENERAC ATS MANUFACTURER
DETAIL - FOR REFERENCE ONLY



GENERAL DYNAMICS
Wireless Services
12906 SHERBURY ROAD, STE 230
LOUISVILLE, KY 40243
502.653.6993

BENCHMARK SERVICES, INC.
Consulting Engineers
Land Surveys
PO Box 5, 318 North Main Street
Haverhill, MA 01830
Phone: (617) 885-3445

DRAWING REVISIONS

REV.	DESCRIPTION	DATE	BY
0	100% CDS	3/5/21	ABB
1	PRICE ADJUSTMENT	4/22/22	MCB



GRAND RAPIDS DT
FA#: 10125043
USID: 95022
936 NORTHWEST 6TH STREET
GRAND RAPIDS, MN 55744
GENERATOR UPGRADE

CONTRACTOR SHALL VERIFY ALL PAGES & DIMENSIONS
BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.
THE ENGINEER IS WORKING ON AN ASSUMPTION OF
PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.
SHEET NAME: GENERAC ATS DETAILS

SHEET NO: G-4
REVISION NUMBER: 1

THIS DOCUMENT WAS DRAFTED BY, and
WHEN RECORDED RETURN TO:

Vice President
(502)265-8536
General Dynamics
5809 Bucks Lane
Louisville, KY 40291

Re: Cell Site #: MNL05087
Cell Site Name: GRAND RAPIDS DT (MN)
Fixed Asset Number: 10125043
State: MN
County: Itasca

**MEMORANDUM
OF
AGREEMENT**

This Memorandum of Agreement is entered into on this ___ day of _____, 201_, by and between Grand Rapids Public Utilities Commission, State of Minnesota, having a mailing address at 500 Southeast 4th Street, Grand Rapids, MN 55744 (hereinafter referred to as "GRPUC") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "Lessee").

1. GRPUC and Lessee (or their predecessors in interest) entered into a certain Lease for Communications Facility and Limited Use of Water Tower dated November 10, 2004, as amended by that certain First Amendment to Lease for Communications Facility and Limited Use of Water Tower dated August 26, 2010, as amended by that certain Second Amendment to Lease for Communications Facility and Limited Use of Water Tower dated November 18, 2013, and as further amended by that certain Third Amendment to Lease for Communications Facility and Limited Use of Water Tower dated _____, 201 (hereinafter, collectively, the "Agreement") for the purpose of installing, operating and maintaining a communications facility and other improvements at GRPUC's real property located in the City of Grand Rapids, County of Itasca, commonly known as 936 Northwest 6th Street. All of the foregoing are set forth in the Agreement.
2. The remaining Term will be five (5) years commencing on December 1, 2019, with one (1) single five (5) year option to renew.
3. The portion of the land being leased to Lessee (the "Site") is described in **Exhibit 1** annexed hereto.

4. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

GRPUC:
Grand Rapids Public Utilities Commission,
State of Minnesota

LESSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: Knutson

Print Name: _____

Print Name: Kristan Knutson
Real Estate & Construction Mgr

Title: _____

Title: _____

Date: _____

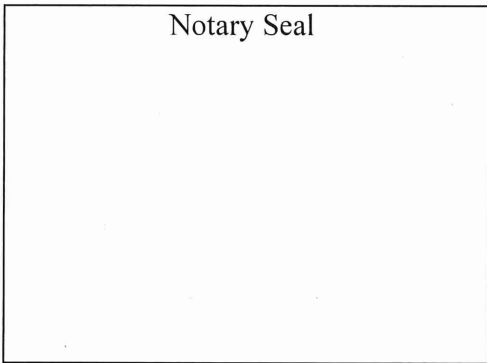
Date: June 14, 2022

GRPUC ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of **Grand Rapids Public Utilities Commission, State of Minnesota**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

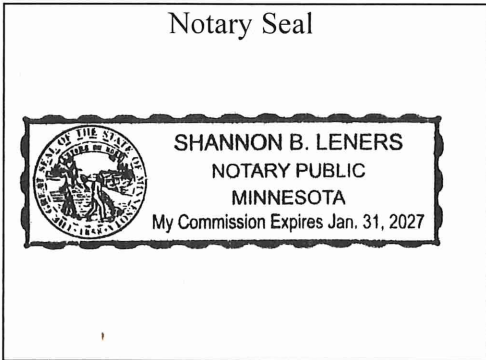
My appointment expires: _____

LESSEE ACKNOWLEDGEMENT

STATE OF Minnesota)
) SS.
COUNTY OF Ramsey)

I certify that I know or have satisfactory evidence that Kristan Knutson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the REC Manager of AT&T Mobility Corporation, the Manager of New **Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: June 14, 2022



(Signature of Notary) Shannon B. Leners

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: 1/31/2027

Exhibit 1 to Memorandum of Agreement

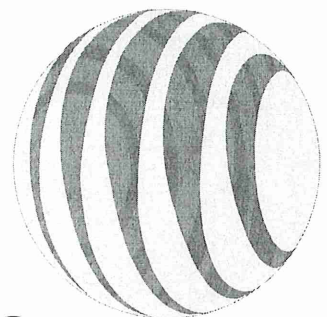
Legal Description

Street Address: 936 Northwest 6th Street, Grand Rapids, MN 55744

Parcel #: 91-550-0350

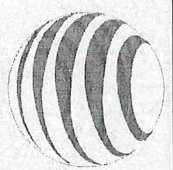
That certain Site (and access and utility easements) on a portion of the real property described as follows:

[INSERT LEGAL DESCRIPTION HERE]



atst

GRAND RAPIDS DT
FA#: 10125043
USID: 95022
936 NORTHWEST 6TH STREET
GRAND RAPIDS, MN 55744
GENERATOR UPGRADE



GENERAL DYNAMICS
 Wireless Services
 12305 SHELBURNE ROAD, STE 230
 LOUISVILLE, KY 40243
 502.653.6553

BENCHMARK SERVICES, INC.
 Consulting Engineers
 Land Surveyors
 P.O. Box 3 318 North Main Street
 Grand Rapids, MN 55744
 Phone: 612.953.3049



GRAND RAPIDS DT
FA#: 10125043
USID: 95022
936 NORTHWEST 6TH STREET
GRAND RAPIDS, MN 55744
GENERATOR UPGRADE

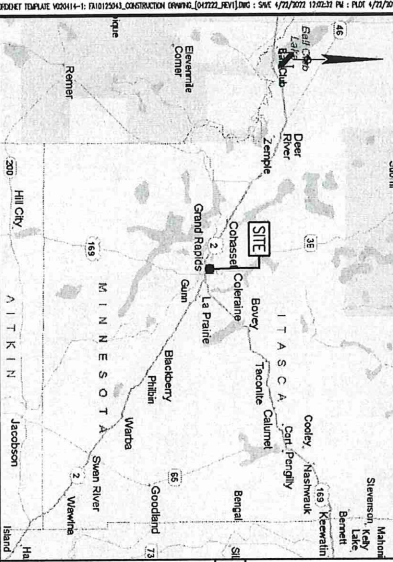
Contractor shall verify all data & existing conditions & conditions on the job site & shall immediately notify the engineer in writing of any discrepancies before proceeding with the work or be responsible for same.
SHEET VALUE
TITLE SHEET

SHEET NO.	REVISION NUMBER
T-1	1

SITE INFORMATION

GOVERNING CODE: IRC & NEC
SITE ADDRESS: 936 NORTHWEST 6TH STREET
GRAND RAPIDS, MN 55744
COUNTY: ITASCA
PROPERTY OWNER: GRAND RAPIDS PUBLIC UTILITIES COMMISSION
PROPERTY OWNER CONTACT: 218-928-7496
APPLICANT: AT&T MOBILITY
 930 NATIONAL HWY., 4TH FLOOR
 SUITE 1000
 ST. LOUIS, MO 63101-7721
SCOPE OF WORK: INSTALL NEW GENERATOR, GENERATOR UPGRADE, EXHAUST EXTENSION ON NEW CONCRETE PAD, INSTALL NEW AUTOMATIC TRANSFER SWITCH (ATS) ON AT&T SHELTER EXTENSION, INTEGRATE EXISTING ALARM AND ELECTRICAL CONNECTIONS WITH NEW EQUIPMENT, ADD NEW FENCE WITH SWING GATE AROUND GENERATION TO MATCH EXISTING FENCE TYPES AND COLOR.
UTILITY INFORMATION: THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURE ABOVE GROUND INCLUDING EXISTING UTILITY LOCATIONS AND DEPTHS. THE CONTRACTOR TO VERIFY ALL UTILITIES, PIPELINES AND OTHER STRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY STAYS AND LOCAL UTILITY NOTIFICATION SERVICES BEFORE BEGINNING OR COMMENCING ANY WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ENGINEER AT THE CONTRACTOR'S EXPENSE.
GENERAL SITE INFORMATION:
 (1) FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.
 (2) HANDICAP ACCESS IS NOT REQUIRED.
 (3) FACILITY HAS NO PLUMBING OR PAVING.
 (4) NO SPRINKLING WILL BE REQUIRED FOR THIS SITE.

AREA MAP



APPROVALS

AT&T CONSTRUCTION MANAGER	DATE
GENERAL DYNAMICS CONSTR. MGR	DATE
PROPERTY OWNER	DATE
SITE ACQUISITION	DATE
CONTRACTOR	DATE
CONTRACTOR	DATE

PROJECT TEAM

ENGINEER: BENCHMARK SERVICES, INC.
 ROBERT BERGMAN
 GARY VAN WINKLE
 PO BOX 318 NORTH MAIN STREET
 HAINESBURG, MN 55742
 TEL: 612.683.3049
 WWW.BENCHMARKSERVICESINC.BZ

MARKET LEAD: ROBERT BERGMAN
 GENERAL DYNAMICS
 WIRELESS SERVICES
 8821 LINDEN AVE
 GRAND RAPIDS, MN 55749
 OFFICE: 502.653.4609

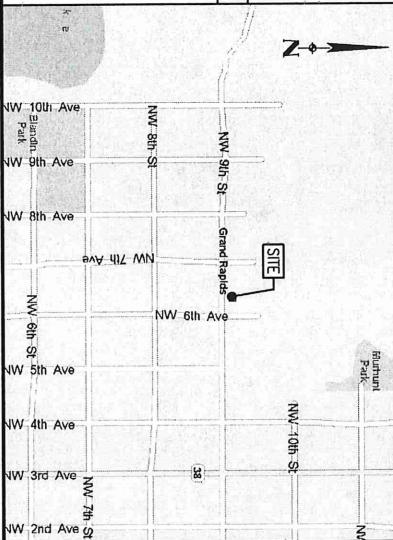
TOWER COORDINATES:
 LONGITUDE: 47.24186111
 LATITUDE: -93.539

DRIVING DIRECTIONS:
 FROM THE US2/135 INTERCHANGE SOUTHWEST OF DULUTH, MN:
 1. HEAD WEST ON US2 W / HIGHWAY 2
 2. TOMMARS BLVD OR 134 MI
 3. TURN LEFT TO STAY ON US2 W / HIGHWAY 2 62.4 MI
 4. TURN RIGHT ONTO NE 8TH AVE 0.4 MI
 5. ARRIVE AT SITE
 6. ARRIVE AT SITE
 7. ARRIVE AT SITE
 8. ARRIVE AT SITE
 0.6 MI

SHEET INDEX

SHT. NO.	DESCRIPTION	REV. NO.
T-1	TITLE SHEET	1
SP-1	GENERAL NOTES	1
A-1	SITE PLAN	1
E-1	FOUNDATION DETAILS	1
D-1	WIRING DIAGRAM	1
C-1	PANEL AND PENETRATION DETAILS	1
B-1	ATS, CONDUIT, TRENCH AND GROUND ROD DETAILS	1
G-1	GENERATOR DETAILS	1
F-1	GENERATOR DETAILS	1
H-1	GENERATOR DETAILS	1
I-1	GENERATOR DETAILS	1
J-1	GENERATOR DETAILS	1
K-1	GENERATOR DETAILS	1
L-1	GENERATOR DETAILS	1
M-1	GENERATOR DETAILS	1
N-1	GENERATOR DETAILS	1
O-1	GENERATOR DETAILS	1
P-1	GENERATOR DETAILS	1
Q-1	GENERATOR DETAILS	1
R-1	GENERATOR DETAILS	1
S-1	GENERATOR DETAILS	1
T-1	GENERATOR DETAILS	1
U-1	GENERATOR DETAILS	1
V-1	GENERATOR DETAILS	1
W-1	GENERATOR DETAILS	1
X-1	GENERATOR DETAILS	1
Y-1	GENERATOR DETAILS	1
Z-1	GENERATOR DETAILS	1

VICINITY MAP



NOTES TO CONTRACTOR:

1. THE GENERAL CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS AND ELEVATIONS BEFORE STARTING WORK. ALL DISCREPANCIES SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.
2. IT IS THE INTENTION OF THESE DRAWINGS TO SHOW THE COMPLETED INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING, SHORING, TIES, FORM WORK, ETC., IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL CODES. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.
3. THE CONTRACTOR SHALL USE ADEQUATE NUMBER OF SKILLED WORKMAN WHO ARE PROFOUNDLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE AWARE OF THE NECESSARY SAFETY PROCEDURES AND METHODS NEEDED FOR PROPER PERFORMANCE OF THE WORK.
4. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD THE OWNER HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND CONNECTIONS WITH PERFORMANCE OF WORK ON THIS PROJECT.
5. THE SPECIFICATIONS SHALL COMPLY WITH AT&T MOBILITY WIRELESS SERVICES TECHNICAL SPECIFICATIONS FOR FACILITY GROUNDING FOR CELL SITE STANDARDS. THE CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CHEMICAL LATEST VERSION, WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT, THEY SHALL GOVERN.
6. ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. ALL UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION. IF PPE LIGHTING AND MARKING IS PRESENT ON SITE AND IS COVERED BY ELECTRICAL SERVICE THAT IS TO BE INTERRUPTED, IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE NECESSARY LIGHTS AND NOTIFY THE PROPER AUTHORITIES IN THE EVENT OF A PROBLEM.
7. ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES OR ORDINANCES. THE MOST STRINGENT CODE WILL APPLY IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS.
8. ANY DAMAGE TO THE ADJACENT PROPERTIES WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE LANDOWNER AND THE ENGINEER.
9. THE COMPLETE BID PACKAGE INCLUDES THESE CONSTRUCTION DRAWINGS ALONG WITH THE SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR REVIEW OF TOTAL BID PACKAGE PRIOR TO BID SUBMITTAL.
10. CONSTRUCTION SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.
11. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SURFACE AND SEWERAGE CONTROL SHALL BE MAINTAINED ON THE SITE THROUGHOUT THE CONSTRUCTION PERIOD. ANY ADJACENT PROPERTIES WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
12. PERMITS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND COVERING THE COST OF ALL REQUIRED PERMITS, INSPECTORS, CERTIFICATES, ETC.
13. RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS BETWEEN WORK AS SPECIFIED AND INSTALLED. RECORD CHANGES ON A CLEAN SET MANAGER UPON COMPLETION OF THE PROJECT.
14. RECORD PHOTOS: INCLUDE TIME/DATE STAMPED PHOTOS WITH TAPE MEASURE VERIFYIFICATION.
15. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY THE CONSTRUCTION OPERATION.
17. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
18. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTOR SHALL NOTIFY GENERAL DRAWINGS WIRELESS SERVICES OF ANY DISCREPANCIES PRIOR TO OPENING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
19. CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. ANY DAMAGE TO THE PROPERTY OUTSIDE THE LEASED PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
20. ALL SUITABLE MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID EXCEPT TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATION APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.

GENERAL NOTES:

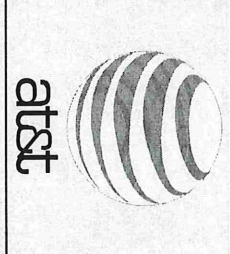
1. THE PROPOSAL IS FOR THE ADDITION OF A NEW GENERATOR ON A CONCRETE PAD TO AN EXISTING UNMANNED TELECOMMUNICATIONS FACILITY.
2. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE.
3. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH BY AT&T TECHNICIANS.
4. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
5. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTOR SHALL NOTIFY AT&T OF ANY DISCREPANCIES PRIOR TO OPENING MATERIAL OR PROCEEDING WITH CONSTRUCTION.

ELECTRICAL NOTES:

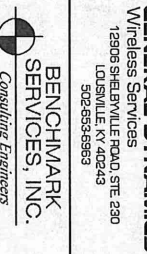
1. GENERAL
 1. COORDINATE LOCATION AND PROPER REQUIREMENTS OF ALL EQUIPMENT WITH AT&T MOBILITY AND EQUIPMENT SUPPLIERS PRIOR TO INSTALLATION.
 2. CONDITIONAL LOCATION AND REQUIREMENTS FOR ELECTRICAL SERVICE WITH THE PROPERTY REPRESENTATIVE. AT&T MOBILITY AND UTILITY COMPANIES, ROUTING OF CONDUITS MAY BE MODIFIED TO MEET SITE REQUIREMENTS. EXACT CONDUIT ROUTING TO BE DETERMINED IN THE FIELD.
 3. ALL WIRING AND EQUIPMENT SHOWN ON ELECTRICAL SHEETS SHALL BE FURNISHED AND INSTALLED UNDER UNINTERRUPTED ELECTRICAL SERVICE FOR EXISTING EQUIPMENT SHALL BE MAINTAINED DURING THE INSTALLATION OF THE WORK DESCRIBED UNDER THESE DOCUMENTS. TEMPORARY EQUIPMENT CABLES AND WIRING ELSE IS NECESSARY SHALL BE PROVIDED BY CONTRACTOR AS REQUIRED TO MAINTAIN ELECTRICAL SERVICE. TEMPORARY SERVICE FACILITIES IF PROVIDED BY CONTRACTOR SHALL NOT BE DISCONNECTED OR REMOVED UNTIL THE CONTRACTOR HAS REQUESTED PERMISSION IN WRITING STATING THE DATE, TIME, ETC. THE SERVICE WILL BE INTERRUPTED AND THE AREAS AFFECTED. THIS REQUEST SHALL BE MADE IN SUFFICIENT TIME FOR PROPER ARRANGEMENTS TO BE MADE. WRITTEN PERMISSION SHALL BE OBTAINED FROM THE OWNER BEFORE INTERRUPTING ELECTRICAL SERVICE.
 5. COORDINATE NEW WORK WITH OTHER TRADES AND VERIFY EXISTING CONDITIONS TO AVOID INTERFERENCE. IN CASE OF INTERFERENCE, AT&T MOBILITY REPRESENTATIVE WILL DECIDE WHICH WORK IS TO BE RELOCATED, IN REGARDS OF WHICH WAS FIRST INSTALLED.
 6. THE INSTALLATION MUST COMPLY WITH NEC AND ALL FEDERAL, STATE AND LOCAL RULES AND REGULATIONS.
 7. THE DRAWINGS ARE DIAGNOSTIC AND INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS AND EQUIPMENT UNLESS OTHERWISE DENIED BY DIMENSIONS OR DETAILS. EXACT EQUIPMENT LOCATIONS AND PROXIMITY REQUIREMENTS GOVERNED BY ACTUAL FIELD CONDITIONS AND/OR DIRECTIONS FROM AT&T MOBILITY REPRESENTATIVE.
 8. CONTRACTOR SHALL PAY ALL PERMITS AND FEES REQUIRED.
 9. ALL MATERIALS SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE STANDARDS REFERENCED BELOW:
 - A. ANSI AMERICAN NATIONAL STANDARDS INSTITUTE
 - B. ASIM (AMERICAN SOCIETY FOR TESTING MATERIALS)
 - C. EET (ELECTRICAL TESTING LABORATORY)
 - D. IEEE (INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS)
 - E. IEEE (NATIONAL BOARD OF THE UNDERWRITERS)
 - F. NFPA (NATIONAL ELECTRICAL SAFETY CODE)
 - G. NESC (NATIONAL ELECTRICAL SAFETY CODE)
 - H. NETA (NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION)
 - I. UL (UNDERWRITERS LABORATORY)
 10. CONTRACTOR SHALL REVIEW PLANS, DETAILS AND SPECIFICATIONS IN DETAIL AND ADJUST WORK TO CONFORM TO REALITY. ACCESSIBLE QUANTITIES LISTED IN MATERIAL LISTS ON THE DRAWINGS ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL PROVIDE HIS OWN TAKEOFF FOR MATERIAL QUANTITY AND TYPES BASED ON ACTUAL SITE CONDITIONS. IN ADDITION, CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIAL TO INSTALL EQUIPMENT FURNISHED BY AT&T MOBILITY OR ITS SUPPLIERS. ALL ITEMS NOT SPECIFICALLY MENTIONED HEREIN WORKING INSTALLATION SHALL BE INCLUDED.
 11. THE CONTRACTOR OR OTHER BIDDERS SHALL BEAR THE RESPONSIBILITY OF NOTIFYING AT&T MOBILITY'S REPRESENTATIVE OF ANY CONFLICTS REGARD TO THE SUBMISSION OF CONTRACTORS PERSONAL OR COMPANY'S WORK UNLESS DIRECTED OTHERWISE.
 12. ALL FLOORS WHERE PENETRATIONS ARE REQUIRED IN BUILDING ARE TO BE CORE DRILLED AND THEN REPERFORATED.

WIRING CONDUIT

1. PROVIDE 1/2" RIGID AND UNION BOXES WHERE SHOWN OR AS REQUIRED BY CODE SUCH THAT NO CORNER IS SHARPER THAN THE EQUIVALENT OF FOUR QUARTER ROUNDS (90 DEGREE TOTAL BENT) IN ANY CONDUIT RUN.
2. ALL POWER AND CONTROL WIRE CONDUIT WIRING SHALL BE TYPE THHN/THWN 90°C RATED 75 DEGREE CELSIUS, UNLESS NOTED OTHERWISE.
3. CONDUIT BENDS SHALL BE MADE IN ACCORDANCE WITH NEC TABLE 344-10. NO RIGHT ANGLE BENDS OTHER THAN STANDARD CONDUIT ELBOWS WITH 12" MINIMUM INSIDE RADIUS FOR ALL CONDUITS 2" OR LARGER.
4. POWER WIRING SIZE SHALL NOT BE SMALLER THAN #12 AWG.
5. ALL WIRING SHALL BE COPPER. ALUMINUM WILL NOT BE ACCEPTABLE. ALL POWER CONDUITS SHALL CONTAIN A GROUND WIRE.
6. PHASE MARKINGS TO BE USED AT POWER CONDUCTOR TERMINATIONS.
7. ALL WIRING SHALL BE COPPER. ALUMINUM WILL NOT BE ACCEPTABLE. ALL POWER CONDUITS SHALL CONTAIN A GROUND WIRE.
8. INSTALL PULL STRIPS IN ALL CONDUITS.
9. FOR ROOFING INSTALLS AND BUILDINGS, CONDUITS IN ROOF BUILDING AND OUT ROOF SHALL BE FIRST UNLESS OTHERWISE NOTED. FOR RAW AND STIFFS AND OUTLETERS, PVC SCHEDULE 80 SHALL BE UTILIZED UNLESS NOTED OTHERWISE.
10. MAINTAIN MINIMUM 1'-0" VERTICAL AND 1'-0" HORIZONTAL SEPARATION FROM ANY MECHANICAL GAS PIPING.
11. ALL WIRING ROUTED IN PLenum TO BE PLenum RATED OR IN METALLIC FLEX (LULITE) CONDUIT.
12. INSPECTION WINDOWS ARE REQUIRED ON ALL INDOOR LULIS.
13. EQUIPMENT PARTS CONNECTED TO EXISTING PANELS, DISCS, ETC. SHALL MATCH THE CHARACTERISTICS (V, C, A) OF THAT EQUIPMENT.
14. GROUNDING:
 1. ALL GROUND CONNECTIONS TO BUILDING SHALL BE MADE USING TWO-HOLE CONNECTORS PROVIDE STAINLESS STEEL BOLTS AND LOCK WASHERS ON ALL MECHANICAL GROUND CONNECTIONS.
 2. ALL EQUIPMENT PARTS AND TO BE BONDING TO GROUNDING SYSTEM SHALL BE STRIPPED OF ALL PAINT AND OIL. CONNECTIONS TO WIRING METALS SHALL BE REPAIRED WITH GOOD GALVANIZED SPARK FOLLOWING BONDING.
 3. ANY METALLIC ITEM WITHIN OR GROUND CONDUCTORS MUST BE CONNECTED TO THE GROUNDING SYSTEM.
 4. EXISTING, ADJAC, GRAVE, GROUND CONNECTIONS SHALL BE FURNISHED WITH A LABEL, PROTECTIVE COATING OF ANTI-OXIDE COMPOUND.
 5. ALL MATERIALS AND LABOR REQUIRED FOR THE GROUNDING SYSTEM AS INDICATED ON THE PLANS AND DETAILS AND AS DESCRIBED HEREIN SHALL BE FURNISHED BY THIS CONTRACTOR UNLESS OTHERWISE NOTED.
 6. EXACT LOCATION OF GROUND CONNECTION POINTS SHALL BE DETERMINED IN FIELD. ADJUST LOCATION INDICATED ON THE PLANS ACCORDING TO ACTUAL EQUIPMENT EXISTING ON-SITE AND MAKE AS NEAR AS POSSIBLE AS SHOWN AS POSSIBLE. USE EXISTING FOUNDATION ON-SITE AS NEAR AS POSSIBLE.
 7. PROVIDE ALL ELECTRICAL SYSTEM AND EQUIPMENT GROUNDING AS REQUIRED BY THE CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE AND THE CURRENT EDITION OF GROUNDING TITINGS SHALL BE INSTALLED AT ALL BUILDINGS EQUIPMENT ENCLOSURES, PULL BOXES, ETC. TO MAINTAIN GROUND CONTINUITY WHERE REQUIRED BY CODE.
 8. ALL EQUIPMENT GROUND CONDUCTORS SHALL BE TIN COATED #2 AWG COPPER UNLESS NOTED OTHERWISE ON THE DRAWINGS.
 9. INSPECTION/DOCUMENTATION
 1. INCLUDE TIME/DATE STAMPED PHOTOS WITH TAPE MEASURE VERIFICATION FOR ALL BUREAU CONDUIT.
 2. THE CONTRACTOR, UPON COMPLETION OF HIS WORK, SHALL PROVIDE AS BUILT DRAWINGS. INFORMATION SHOULD BE GIVEN TO THE GENERAL CONTRACTOR FOR INCLUSION IN FINAL AS BUILT SURVEY DOCUMENTS TO BE GIVEN TO THE OWNER.
 3. CONTRACTOR SHALL SUPPLY OCCUPANCY ATTESTING TO THE COMPLETE GROUND SYSTEMS RESPONSIBILITY (MAX 50 AMP).
 4. AN ELECTRICAL INSPECTOR SHALL BE MADE BY AN INSPECTING AGENCY APPROVED BY AT&T MOBILITY REPRESENTATIVE. CONTRACTOR SHALL COORDINATE ALL INSPECTIONS AND OBTAIN POWER COMPANY APPROVAL.
 5. CONTRACTOR SHALL HAVE AFS AND GENERATOR RELAY INSTALLATION AND CONNECTIONS INSPECTED BY OTHERS TO ENSURE THAT IT LISTING FOR THAT EQUIPMENT IS NOT VOID.



GENERAL DYNAMICS
Wireless Services
12808 SHELBURNE ROAD, STE 230
LOUISVILLE, KY 40243
502-659-8993



BENCHMARK SERVICES, INC.
Consulting Engineers
Land Surveyors
P.O. Box 5, 318 North Main Street
Louisville, KY 40202
Phone: (502) 682-3446

DRAWING REVISIONS

REV.	DESCRIPTION	DATE	BY
0	100% CD	9/9/21	ABR
1	PRICE ADJUSTION	4/22/22	MCB



RALPH M. WALLE
LICENSED PROFESSIONAL ENGINEER
45348

GRAND RAPIDS DT
FA#: 10125043
USID: 95022

936 NORTHWEST 6TH STREET
GRAND RAPIDS, MN 55744

GENERAL UPGRADE

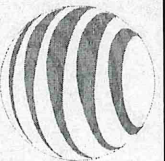
GENERAL NOTES

CONTRACTOR SHALL VERIFY ALL SIZES & TYPES, MATERIALS & CONDITIONS ON THE JOB SITE & SHALL UNDERSTAND NOT BE RESPONSIBLE FOR ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR REVISIONS ON THE SHEET NAME.

GENERAL NOTES

SHEET NO. **SP-1**

REVISION NUMBER **1**



GENERAL DYNAMICS
 Wireless Services
 12808 SHILBYVILLE ROAD STE 230
 LOUISVILLE, KY 40243
 502.653.6993

BENCHMARK SERVICES, INC.
Consulting Engineers
Land Surveyors
 P.O. Box 5, 318 North Main Street
 Louisville, KY 40202
 Phone: (618) 683-3049

DRAWING REVISIONS

REV.	DESCRIPTION	DATE	BY
0	100% CDS	3/5/21	ABB
1	FENCE ADDITION	4/28/22	MGB

GRAND RAPIDS DT
 FA#: 10125043
 USID: 95022
 936 NORTHWEST 6TH STREET
 GRAND RAPIDS, MN 55744
GENERATOR UPGRADE

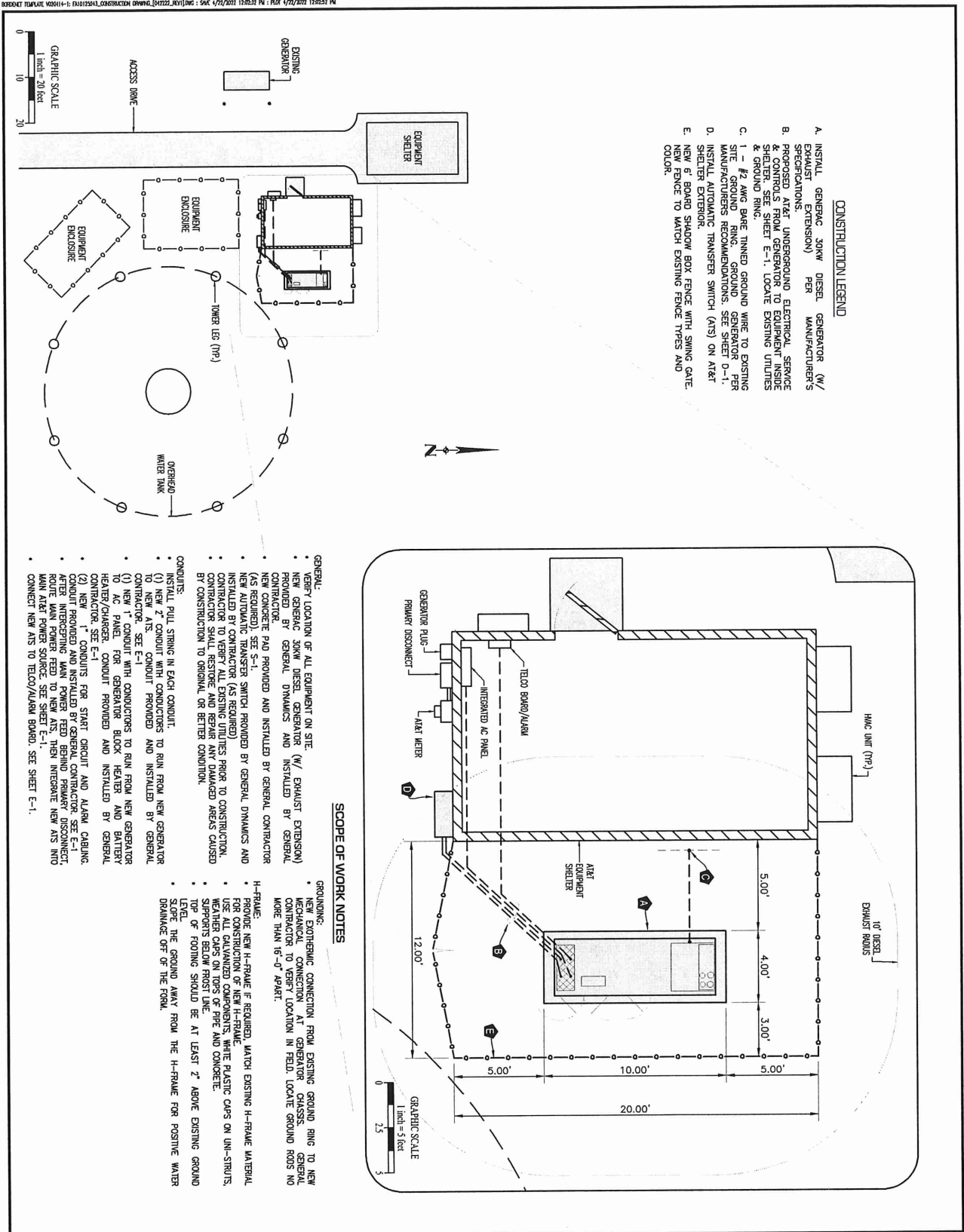
CONTRACTOR SHALL VERIFY ALL DATA & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL UNDERSTAND BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

SHEET/VALE

SITE PLAN

SHEETING: A-1

REVISION NUMBER: 1



PROJECT: TELPEL 608111-E-131312543_CONSTRUCTION 09/06/2022_REV1.DWG : SHE 4/27/2022 13:02:29 PM : PLO 4/27/2022 13:02:51 PM

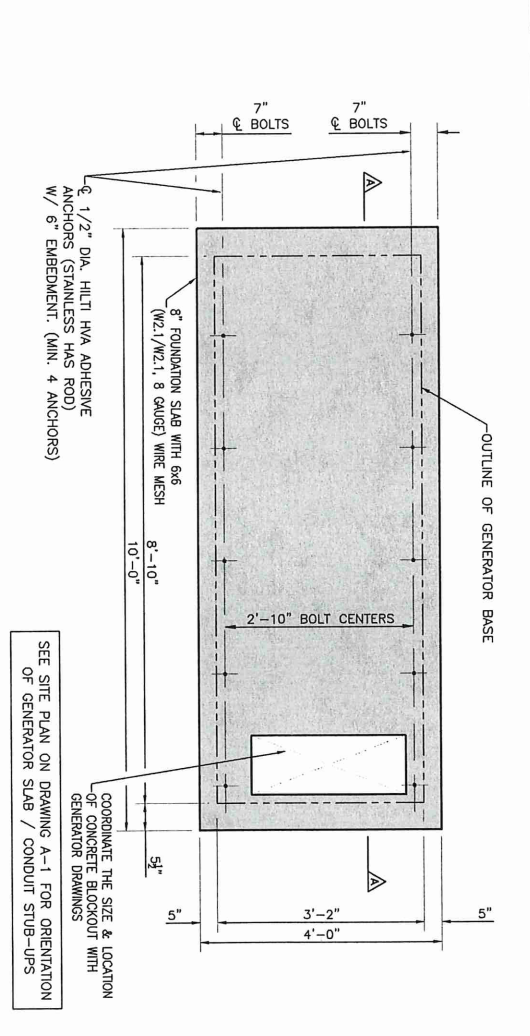
STRUCTURAL GENERAL NOTES

- 1.0 GENERAL CONDITIONS
- 1.1 DESIGN AND CONSTRUCTION OF ALL WORK SHALL CONFORM TO LOCAL BUILDING CODES, ACI 318-11, IN CASE OF CONFLICT BETWEEN THE CODES, STANDARDS, REGULATIONS, SPECIFICATIONS, GENERAL NOTES AND/OR MANUFACTURER'S REQUIREMENTS, USE THE MOST STRINGENT PROVISIONS.
- 1.2 IT IS THE EXPRESS INTENT OF PARTIES INVOLVED IN THIS PROJECT THAT THE CONTRACTOR SHALL SECURE THE SERVICES OF AN ARCHITECT FOR THE RESPECTIVE PROJECT. THE OWNER AND THEIR AGENTS FROM ANY LIABILITY WHATSOEVER AND HOLD THEM HARMLESS AGAINST LOSS, DAMAGES, LIABILITY OR ANY EXPENSE ARISING IN ANY MANNER FROM THE WRONGFUL OR NEGLIGENT ACT, OR FAILURE TO CARRY METHODS, TECHNIQUES OR PROCEDURES OR FAILURE TO CONFORM TO THE STATE SCAFFOLDING ACT IN CONNECTION WITH THE WORK.
- 1.3 DO NOT SCALE DRAWINGS. DIMENSIONING PER MANUFACTURER DRAWINGS
- 1.4 IDENTIFY ALL EQUIPMENT TO BE DISTRIBUTED LOAD
- 1.5 IDENTIFY ALL EQUIPMENT TO BE POINT LOAD
- 2.0 FOR DESIGN AND ANALYSIS OF THE FOUNDATION, THE MINIMUM NET SOIL BEARING CAPACITY SHALL BE ASSUMED TO BE 2000 PSF.
- 3.0 CONCRETE
- 3.1 MEET OR EXCEED THE FOLLOWING CODES AND STANDARDS:
 DESIGN: ACI 318-11
 CONSTRUCTION: ACI 301
 DEMOLITION: CRSI MANUAL OF STANDARD PRACTICE
 FORM: STEEL: ASTM C 94
 MIN. STEEL: ASTM C 94
 AIR ENTRAINMENT: ACI 318 AND ASTM C-260
 AGGREGATE: ASTM C 33 AND C 330 (FOR LIGHT WEIGHT)
 CONCRETE STRENGTH AT 28 DAYS SHALL BE 4000 PSI MINIMUM.
 PROVIDE AIR ENTRAINED CONCRETE WITH AIR CONTENT OF 5 TO 7% FOR ALL CONCRETE EXPOSED TO EXHIBIT OR WEATHER.
- 3.2 MAXIMUM AGGREGATE SIZE: 3/4"
- 3.3 DO NOT USE IN ADMIXTURE, WATER OR OTHER CONSTITUENTS OF CONCRETE WHICH HAS CALCIUM CHLORIDE
- 3.4 MINIMUM COVER FOR REINFORCING STEEL SHALL BE AS SHOWN ON PLAN.
- 3.5 FOUNDATION AND EXCAVATION NOTES
- 4.0 SLAB SHALL BE CONSTRUCTED UPON UNDISTURBED, NATURAL SUBGRADE OR COMPACTED GRANULAR FILL WITH AN ASSUMED MINIMUM NET ALLOWABLE BEARING CAPACITY OF 2000 PSF.
- 4.1 ALL ORGANIC AND / OR OTHER UNSUITABLE MATERIAL SHALL BE REMOVED FROM FOUNDATION AND SLAB SUBGRADE AND BACKFILL AREAS, AND THEN BACKFILLED WITH ACCEPTABLE GRANULAR FILL (ASTM D1557) COMPACTED TO 95 PERCENT OF MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT (ASTM D1557). CASPER MEASURES TO PREVENT ANY WATER FROM PENETRATING ANY FOOTING OR STRUCTURAL SUBGRADE BEFORE AND AFTER PLACING OF CONCRETE, AND UNTIL SUCH CONCRETE HAS FULLY CURED.

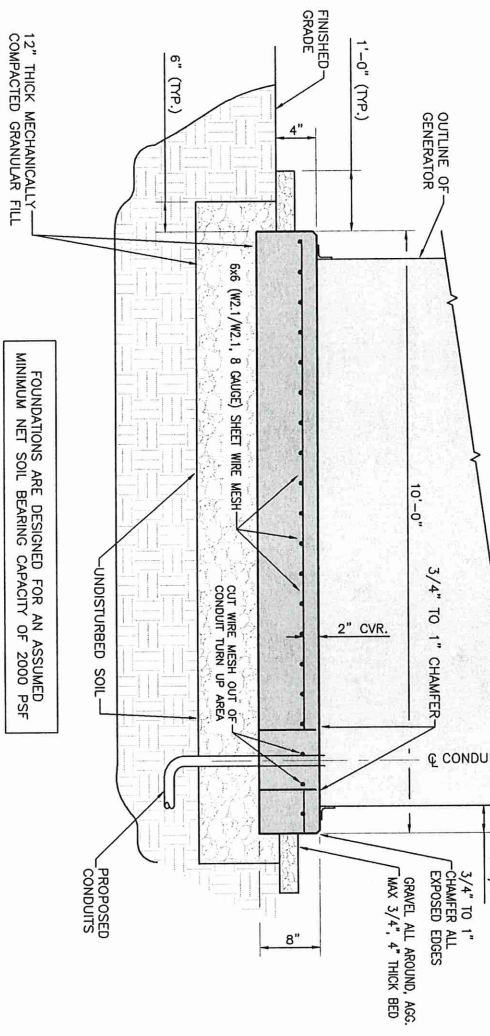
DOUBLE WALL FUEL TANK BASE SPECIFICATION

- UL 142 DOUBLE WALL FUEL TANK BASE SPECIFICATION
- FUEL TANK BASE CONSTRUCTION:
 - BE CONSTRUCTED IN ACCORDANCE WITH UNDERWATERS LABORATORIES STANDARD UL-142. BE CONSTRUCTED IN ACCORDANCE WITH FLAMMABLE AND COMBUSTIBLE LIQUIDS CODE, NFPA 30; THE STANDARD FOR INSTALLATION AND USE OF STATIONARY COMBUSTIBLE ENGINE AND GAS TURBINES, NFPA 37; AND THE STANDARD FOR EMERGENCY AND STAND-BY POWER SYSTEMS, NFPA 110.
 - ANCHORS MINIMUM (4) @ 5/8" FOR GUN-SET MOUNTING
 - SUB BASE TANK DESIGN: FUEL TANK SHALL INCLUDE A SECONDARY CONTAINMENT SYSTEM, PRESSURIZED AT 1 PSI AND LEAK-CHECKED TO ENSURE INTEGRITY OF SUB BASE WELD SEAMS PER UL-142 STANDARDS
 - FUEL FILL - 5 GALLON STILL CONTAINMENT WITH ALARM
 - 40% REMAINING FOR SHUT-DOWN
 - 20% REMAINING FOR SHUT-DOWN
 - FACTORY PRE-SET AT 95% FILL FOR ALARM
- FUEL CONTAINMENT BASIN: SUB BASE TANK SHALL INCLUDE A WELDED STEEL CONTAINMENT BASIN, STEEL AT A MINIMUM 1/2" THICK. THE FUEL TANK OR OTHER EQUIPMENT SHALL BE INSTALLED IN THE CENTER OF THE TANK TO PREVENT A FUEL CONTAINMENT BASIN LEAK DETECTOR SWITCH SHALL BE PROVIDED.

FOUNDATION PLAN VIEW

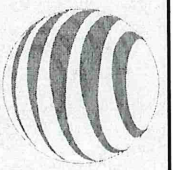


FOUNDATION SECTION A-A



FOUNDATIONS ARE DESIGNED FOR AN ASSUMED MINIMUM NET SOIL BEARING CAPACITY OF 2000 PSF

SEE SITE PLAN ON DRAWING A-1 FOR ORIENTATION OF GENERATOR SLAB / CONDUIT SUB-UPS



GENERAL DYNAMICS
 Wireless Services
 12906 SHEPHERD ROAD, STE 230
 LOUISVILLE, KY 40243
 502-6593-6993

BENCHMARK SERVICES, INC.
 Consulting Engineers
 Land Surveys
 P.O. Box 5, 318 North Main Street
 Louisville, KY 40202
 Phone: (502) 593-2449

REV.	DESCRIPTION	DATE	BY
0	100% CDS	3/5/21	ABB
1	RENCE ADDITION	4/22/22	MOB



GRAND RAPIDS DT
 FA#: 10125043
 USID: 95022
 936 NORTHWEST 6TH STREET
 GRAND RAPIDS, MN 55744

FOUNDATION DETAILS
 CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.
 SHEET NAME: FOUNDATION DETAILS
 SHEET NO: S-1
 REVISION NUMBER: 1

DIAGRAM CIRCUIT SCHEDULE

NO.	FROM	TO	WIRES	GROUND	CONDUIT SIZE	FUNCTION
1	METER/PRIMARY DISCONNECT	PROPOSED ATS	(3) 3/0	(1) #4	2"	POWER FEED
2	PROPOSED ATS	PROPOSED GENERATOR	(2) #14	(1) #14	1"	START CIRCUIT
3	PROPOSED GENERATOR	PROPOSED ATS	(3) #1	(1) #4	2"	POWER FEED
4	PROPOSED ATS	EXISTING INTEGRATED AC PANEL	(3) 3/0	(1) #4	2"	POWER FEED
5	EXISTING INTEGRATED AC PANEL	PROPOSED GENERATOR	(2) #12 (2) #12	(1) #12 (1) #12	1"	2-20 AMP CIRCUITS FOR (1) GENERATOR BLOCK HEATER & (2) BATTERY HEATER/CHARGER
6	PROPOSED ATS	EXISTING TELCO BOARD/ALARM	4-PAR 24 AWG	N/A	1"	ALARM CABLES FROM ATS. PROVIDE 10' OF SLACK CABLE. FINAL PUNCH DOWN IS BY AIAH TECH. LABEL ALL WIRES. INSULATION FROM ALARM WIRING MUST BE REMOVED FROM ALL WIRING IN CONDUITS WITH CONDUITS.
7	PROPOSED GENERATOR	EXISTING TELCO BOARD/ALARM	12-PAR 24 AWG	N/A	1"	ALARM CABLES FROM ATS. PROVIDE 10' OF SLACK CABLE. FINAL PUNCH DOWN IS BY AIAH TECH. LABEL ALL WIRES. INSULATION FROM ALARM WIRING MUST BE REMOVED FROM ALL WIRING IN CONDUITS WITH CONDUITS.
8	EXISTING AC PANEL	PROPOSED ATS	(2) #12	(1) #12	1"	20 AMP CIRCUIT FOR ATS POWER

PROPOSED WIRING DIAGRAM



NOTE: VERIFY LOCATION OF ALL EQUIPMENT

NOTE: CONTRACTOR TO FOLLOW MANUFACTURER'S ALARM RECOMMENDATIONS

FROM AT&T METER/PRIMARY DISCONNECT

GENERAL DYNAMICS
Wireless Services
12908 SHELBYVILLE ROAD, STE 230
LOUISVILLE, KY 40243
502.653.9563

BENCHMARK SERVICES, INC.
Consulting Engineers
Land Surveyors
P.O. Box 5, 318 North Main Street
Louisville, KY 40202
Phone: (502) 582-3046

DRAWING REVISIONS

REV.	DESCRIPTION	DATE	BY
0	100% CDS	3/5/21	ABB
1	PERCE ADDITION	4/22/22	MA3

RALPH M. WALLEM
LICENSED PROFESSIONAL ENGINEER
45348
STATE OF MINNESOTA

GRAND RAPIDS DT
FA#: 10125043
USID: 95022
936 NORTHWEST 6TH STREET
GRAND RAPIDS, MN 55744
GENERATOR UPGRADE

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

SHEET NAME: WIRING DETAILS

SHEET NO.: E-1

REVISION NUMBER: 1

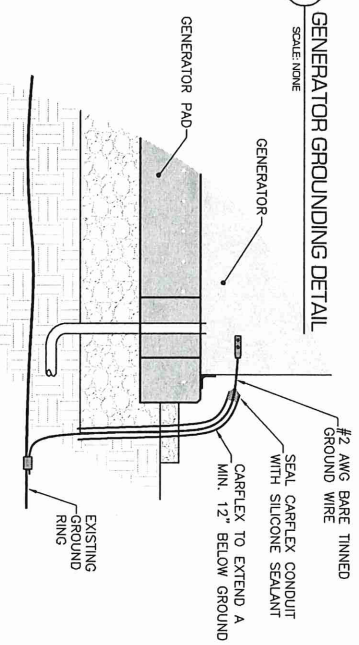
VOLTAGE	240 VOLTS	MANUFACTURER	NOT SPECIFIED
CIRCUIT BREAKER	200 AMP	PHASE	SINGLE
ENCLOSURE TYPE	SHED	BUS RATING	200 AMPS
ENCLOSURE TYPE	NEVA AIR	NEUTRAL BAR	YES
PANEL STATUS	EXISTING	NEUTRAL TO GROUND BOND	YES

CT	LOAD DESCRIPTION	BREAKER AMPS	BREAKER POLES	BREAKER STATUS	BREAKER POLES	BREAKER AMPS	LOAD DESCRIPTION	CT
1	RECIPIER	30	2	ON	2	60	HMC	4
3	RECIPIER	30	2	ON	2	60	HMC	6
5	RECIPIER	30	2	ON	2	60	HMC	8
7	RECIPIER	30	2	ON	2	60	HMC	10
9	RECIPIER	30	2	ON	2	60	HMC	12
11	RECIPIER	30	2	ON	2	60	HMC	14
13	RECIPIER	30	2	ON	2	60	HMC	16
15	RECIPIER	30	2	ON	2	60	HMC	18
17	RECIPIER	30	2	ON	2	60	HMC	20
19	RECIPIER	30	2	ON	2	60	HMC	22
21	RECIPIER	30	2	ON	2	60	HMC	24
23	RECIPIER	30	2	ON	2	60	HMC	26
25	RECIPIER	30	2	ON	2	60	HMC	28
27	RECIPIER	30	2	ON	2	60	HMC	30
29	RECIPIER	30	2	ON	2	60	HMC	32
31	RECIPIER	30	2	ON	2	60	HMC	34
33	RECIPIER	30	2	ON	2	60	HMC	36
35	RECIPIER	30	2	ON	2	60	HMC	38
37	RECIPIER	30	2	ON	2	60	HMC	40
39	RECIPIER	30	2	ON	2	60	HMC	42
41	RECIPIER	30	2	ON	2	60	HMC	44

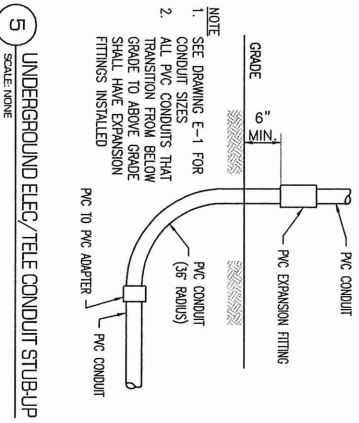
NOTE
CONTRACTOR TO LABEL WIRES WITH LOCATION ON SIMILAR LOADS (MAY BE ABSOLUTE) AND IDENTIFY WITH LOADS

NOTE
CONTRACTOR TO UTILIZE NEXT AVAILABLE IN SEQUENCE SIZES FOR PENETRATIONS FOR GENERATOR BATTERY CHARGERS (BATTERY CHARGER AND BATTERY)

1 EXISTING PANELS
SCALE: NONE

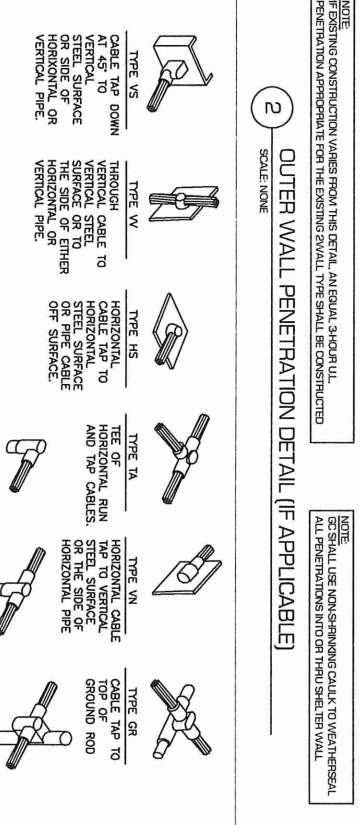


4 GENERATOR GROUNDING DETAIL
SCALE: NONE

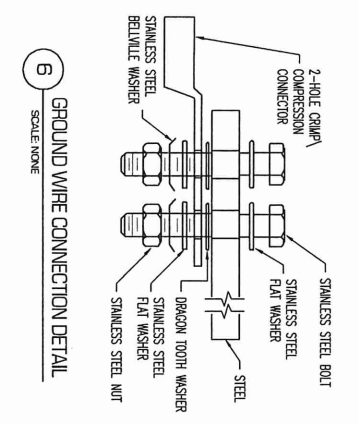
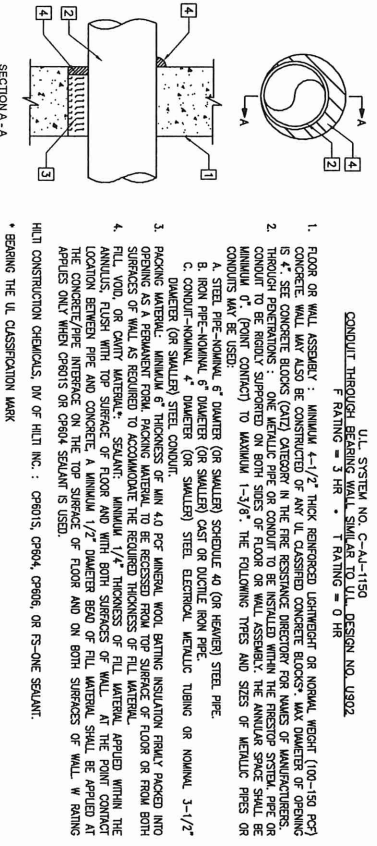


5 UNDERGROUND ELEC./TELE CONDUIT STUBUP
SCALE: NONE

3 CADWELD DETAILS
SCALE: NONE



2 OUTER WALL PENETRATION DETAIL (IF APPLICABLE)
SCALE: NONE



6 GROUND WIRE CONNECTION DETAIL
SCALE: NONE

GRAND RAPIDS DT
FA#: 10125043
USID: 95022
936 NORTHWEST 6TH STREET
GRAND RAPIDS, MN 55744
GENERATOR UPGRADE

CONTRACTOR SHALL VERIFY ALL PANS & EXISTING DIMENSIONS OF THE CHAMBER IN WORKING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

PANEL & PENETRATION DETAILS

SHEET NO. D-1
REVISION NUMBER 1

BENCHMARK SERVICES, INC.
Consulting Engineers
Land Surveys
PO Box 3, 318 North Main Street
Grand Rapids, MN 55742
Phone: (812) 655-9549

DRAWING REVISIONS

REV.	DESCRIPTION	DATE	BY
0	100% CD	3/5/21	ABR
1	PRICE ADJUSTMENT	4/22/22	MOB

RALPH M. WALLACE
LICENSED PROFESSIONAL ENGINEER
45348
STATE OF MINNESOTA

atst

GENERAL DYNAMICS
Services
12805 SHELVILLE ROAD, STE 230
LOUISVILLE, KY 40243
502-655-6953

SD030 | 2.2L | 30 kW
INDUSTRIAL DIESEL GENERATOR SET
 EPA Certified Stationary Emergency



SD030 | 2.2L | 30 kW
INDUSTRIAL DIESEL GENERATOR SET
 EPA Certified Stationary Emergency



CONFIGURABLE OPTIONS

ENGINE SYSTEM

- 01: Heat Exchanger (Green Set Only)
- 02: Critical Stopper (Green Set Only)
- 03: Radiator (Green Set Only)
- 04: Level 1 Fan and Belt Guides (Green Set Only)

FUEL SYSTEM

- 01: Fuel Filter (Fuel Line)
- 02: Fuel Filter (Fuel Line)

ELECTRICAL SYSTEM

- 01: 10k UL Listed Battery Charger
- 02: Battery Monitor

ALTERNATOR SYSTEM

- 01: Alternator Discharge
- 02: Field Control/Exciter
- 03: Personal Adequacy Excitation

GENERATOR SET

- 01: Enclosed Frame / Cooling
- 02: 8 Frame Load Center
- 03: Pad / Vibration Isolation

ENGINEERED OPTIONS

- 01: 2 Year Extended Limited Warranty
- 02: 3 Year Extended Limited Warranty
- 03: 4 Year Extended Limited Warranty

ENGINE SYSTEM

- 01: Dual Fuel Header Isolation Ball Valve
- 02: Field Containment Fan

FUEL SYSTEM

- 01: Special Fuel Tank
- 02: Special Fuel Tank
- 03: Special Fuel Tank

GENERATOR SET

- 01: Special Housing

APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General	Features
Model	SD030
Rated Power Output (kW)	30
Rated Power Output (kVA)	37.5
Rated Voltage (V)	208/240
Rated Frequency (Hz)	60
Rated Speed (RPM)	1800
Rated Torque (Nm)	271.2
Rated Torque (ft-lb)	200
Rated Power Factor	0.8
Rated Efficiency (%)	82
Rated Fuel Consumption (L/hr)	10.5
Rated Fuel Consumption (gal/hr)	2.8
Rated Fuel Consumption (lb/hr)	36
Rated Fuel Consumption (kg/hr)	13.6
Rated Fuel Consumption (m³/hr)	0.0014
Rated Fuel Consumption (m³/day)	0.0336
Rated Fuel Consumption (m³/year)	12.264
Rated Fuel Consumption (m³/month)	1.022
Rated Fuel Consumption (m³/quarter)	2.556
Rated Fuel Consumption (m³/semester)	5.112
Rated Fuel Consumption (m³/year)	10.224
Rated Fuel Consumption (m³/decade)	102.24
Rated Fuel Consumption (m³/lifetime)	1022.4
Rated Fuel Consumption (m³/1000 hours)	10.224
Rated Fuel Consumption (m³/500 hours)	5.112
Rated Fuel Consumption (m³/250 hours)	2.556
Rated Fuel Consumption (m³/125 hours)	1.278
Rated Fuel Consumption (m³/62.5 hours)	0.639
Rated Fuel Consumption (m³/31.25 hours)	0.3195
Rated Fuel Consumption (m³/15.625 hours)	0.15975
Rated Fuel Consumption (m³/7.8125 hours)	0.079875
Rated Fuel Consumption (m³/3.90625 hours)	0.0399375
Rated Fuel Consumption (m³/1.953125 hours)	0.01996875
Rated Fuel Consumption (m³/0.9765625 hours)	0.009984375
Rated Fuel Consumption (m³/0.48828125 hours)	0.0049921875
Rated Fuel Consumption (m³/0.244140625 hours)	0.00249609375
Rated Fuel Consumption (m³/0.1220703125 hours)	0.001248046875
Rated Fuel Consumption (m³/0.06103515625 hours)	0.0006240234375
Rated Fuel Consumption (m³/0.030517578125 hours)	0.00031201171875
Rated Fuel Consumption (m³/0.0152587890625 hours)	0.000156005859375
Rated Fuel Consumption (m³/0.00762939453125 hours)	7.800279296875e-05
Rated Fuel Consumption (m³/0.003814697265625 hours)	3.9001396484375e-05
Rated Fuel Consumption (m³/0.0019073486328125 hours)	1.95006982421875e-05
Rated Fuel Consumption (m³/0.00095367431640625 hours)	9.75034912109375e-06
Rated Fuel Consumption (m³/0.000476837158203125 hours)	4.875174560546875e-06
Rated Fuel Consumption (m³/0.0002384185791015625 hours)	2.4375872802734375e-06
Rated Fuel Consumption (m³/0.00011920928955078125 hours)	1.21879364013671875e-06
Rated Fuel Consumption (m³/5.9604644775390625e-05 hours)	6.09396820068359375e-07
Rated Fuel Consumption (m³/2.98023223876953125e-05 hours)	3.046984100341796875e-07
Rated Fuel Consumption (m³/1.490116119384765625e-05 hours)	1.5234920501708984375e-07
Rated Fuel Consumption (m³/7.450580596921875e-06 hours)	7.6174602508544921875e-08
Rated Fuel Consumption (m³/3.7252902984609375e-06 hours)	3.80873012542724609375e-08
Rated Fuel Consumption (m³/1.86264514923046875e-06 hours)	1.904365062713623046875e-08
Rated Fuel Consumption (m³/9.31322574615234375e-07 hours)	9.521825313568115234375e-09
Rated Fuel Consumption (m³/4.656612873076171875e-07 hours)	4.7609126567840576171875e-09
Rated Fuel Consumption (m³/2.3283064365380859375e-07 hours)	2.38045632839202880859375e-09
Rated Fuel Consumption (m³/1.16415321826904296875e-07 hours)	1.190228164196014404296875e-09
Rated Fuel Consumption (m³/5.82076609134521484375e-08 hours)	5.951140820980072021484375e-10
Rated Fuel Consumption (m³/2.910383045672607421875e-08 hours)	2.97557041049003601072607421875e-10
Rated Fuel Consumption (m³/1.4551915228363037109375e-08 hours)	1.487785205245018005363037109375e-10
Rated Fuel Consumption (m³/7.2759576141815185625e-09 hours)	7.4389260262250900266515185625e-11
Rated Fuel Consumption (m³/3.63797880709075928125e-09 hours)	3.71946301311254501332575928125e-11
Rated Fuel Consumption (m³/1.818989403545379640625e-09 hours)	1.85973150655627250666279640625e-11
Rated Fuel Consumption (m³/9.094947017726898203125e-10 hours)	9.29865753278136253331398203125e-12
Rated Fuel Consumption (m³/4.5474735088634491015625e-10 hours)	4.649328766390681266656991015625e-12
Rated Fuel Consumption (m³/2.27373675443172455078125e-10 hours)	2.3246643831953406333284955078125e-12
Rated Fuel Consumption (m³/1.136868377215862275390625e-10 hours)	1.16233219159767031666424775390625e-12
Rated Fuel Consumption (m³/5.684341886079311376953125e-11 hours)	5.811661057988351583332123876953125e-13
Rated Fuel Consumption (m³/2.8421709430396556884765625e-11 hours)	2.9058305289941757916660619384765625e-13
Rated Fuel Consumption (m³/1.42108547151982784423828125e-11 hours)	1.45291526449708789583303096923828125e-13
Rated Fuel Consumption (m³/7.105427357599139221194140625e-12 hours)	7.264576322485439479166515494140625e-14
Rated Fuel Consumption (m³/3.5527136787995696105970703125e-12 hours)	3.63228816124271973958325770703125e-14
Rated Fuel Consumption (m³/1.77635683939978480529853515625e-12 hours)	1.8161440806213598697916638393939375e-14
Rated Fuel Consumption (m³/8.8817841969989240264942703125e-13 hours)	9.080720403106799348958319196942703125e-15
Rated Fuel Consumption (m³/4.44089209849946201324713515625e-13 hours)	4.54036020155339967447915949713515625e-15
Rated Fuel Consumption (m³/2.2204460492497310066235678125e-13 hours)	2.2701801007766998372395797486235678125e-15
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Rated Fuel Consumption (m³/5.55111512312432751655891953125e-14 hours)	5.675450251941724959309894376891953125e-16
Rated Fuel Consumption (m³/2.775557561562163758279459765625e-14 hours)	2.837725125970862479654947188459765625e-16
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Rated Fuel Consumption (m³/6.9388939039054093956986494140625e-15 hours)	7.0943128149271561991362367310494140625e-17
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Rated Fuel Consumption (m³/4.33680868994088086223117194140625e-16 hours)	4.43394550935447262446114770894140625e-18
Rated Fuel Consumption (m³/2.168404344970440431115585703125e-16 hours)	2.21697275467723631223057385703125e-18
Rated Fuel Consumption (m³/1.0842021724852202155778928515625e-16 hours)	1.1084863773386181561151436938515625e-18
Rated Fuel Consumption (m³/5.42101086242611012788946140625e-17 hours)	5.54243188666929078055757196946140625e-19
Rated Fuel Consumption (m³/2.710505431213055063944730703125e-17 hours)	2.771215943334645390278785984730703125e-19
Rated Fuel Consumption (m³/1.3552527156065275319723653515625e-17 hours)	1.385607971667322695139394473653515625e-19
Rated Fuel Consumption (m³/6.77626357803263765986182678125e-18 hours)	6.92803985833661347569709723653515625e-20
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Rated Fuel Consumption (m³/1.6940658945081594149654567015625e-18 hours)	1.7320099645841533689242742567015625e-20
Rated Fuel Consumption (m³/8.4703294725407970748272782578125e-19 hours)	8.66004982292076684461213712782578125e-21
Rated Fuel Consumption (m³/4.23516473627039853741363912890625e-19 hours)	4.330024911460383422306068612890625e-21
Rated Fuel Consumption (m³/2.117582368135199268706819564453125e-19 hours)	2.1650124557301917111530343064453125e-21
Rated Fuel Consumption (m³/1.0587911840675991343534097822265625e-19 hours)	1.0825062278650958555765171530343097822265625e-21
Rated Fuel Consumption (m³/5.29395592033799567176670486113125e-20 hours)	5.4125311393254792778782586113125e-22
Rated Fuel Consumption (m³/2.646977960168997835883352430565625e-20 hours)	2.70626556966273963893912930565625e-22
Rated Fuel Consumption (m³/1.3234889800844989179416762152828125e-20 hours)	1.35313278483136981946956462152828125e-22
Rated Fuel Consumption (m³/6.6174449004224945897083810764140625e-21 hours)	6.7656639241568490973048310764140625e-23
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Rated Fuel Consumption (m³/1.654361225105623647427295269103515625e-21 hours)	1.6914159810392122743260095269103515625e-23
Rated Fuel Consumption (m³/8.271806125528118237136476345178125e-22 hours)	8.45707990519606137162800476345178125e-24
Rated Fuel Consumption (m³/4.1359030627640591185682381725890625e-22 hours)	4.228539952598030685814002381725890625e-24
Rated Fuel Consumption (m³/2.0679515313820295592841190862928125e-22 hours)	2.114269976299015342907001190862928125e-24
Rated Fuel Consumption (m³/1.03397576569101477964205954314640625e-22 hours)	1.0571349881495076714535005954314640625e-24
Rated Fuel Consumption (m³/0.51698788284550738982102977157303125e-22 hours)	5.2856749440725383572675002977157303125e-25
Rated Fuel Consumption (m³/0.258493941422753694910514857865625e-22 hours)	2.64283747203626917863375014857865625e-25
Rated Fuel Consumption (m³/0.1292469707113768474552574289328125e-22 hours)	1.321418736018134589316875074289328125e-25
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Rated Fuel Consumption (m³/0.8077935669461052965970464305578125e-23 hours)	8.258867100113341183272929687505578125e-27
Rated Fuel Consumption (m³/0.40389678347305264829852321527890625e-23 hours)	4.12943355005667059163646484375027890625e-27
Rated Fuel Consumption (m³/0.201948391736526324149261607639453125e-23 hours)	2.0647167750283352958182324218750139453125e-27
Rated Fuel Consumption (m³/0.1009741958682631620746308038197265625e-23 hours)	1.0323583875141676479091116038197265625e-27
Rated Fuel Consumption (m³/0.050487097934131581037315401909378125e-23 hours)	5.1617919375708382395455555909378125e-28
Rated Fuel Consumption (m³/0.0252435489670657905186577009546875e-23 hours)	2.58089596878541911977277779546875e-28
Rated Fuel Consumption (m³/0.01262177448353289525932885047734375e-23 hours)	1.290447984392709559886388897734375e-28
Rated Fuel Consumption (m³/0.0063108872417664476296644252386875e-23 hours)	6.4522399219635477944431944386875e-29
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Rated Fuel Consumption (m³/0.0015777218104416119074161063096875e-23 hours)	1.6130599804908869486111096096875e-29
Rated Fuel Consumption (m³/0.00078886090522080595370805315484375e-23 hours)	8.06529990245443474305554805315484375e-30
Rated Fuel Consumption (m³/0.000394430452610402976854026577421875e-23 hours)	4.03264995122721737152777726577421875e-30
Rated Fuel Consumption (m³/0.0001972152263052014884270132887109375e-23 hours)	2.016324975613608685763888687109375e-30
Rated Fuel Consumption (m³/9.860760761265022442135350664446875e-24 hours)	1.008162487806804342881944444446875e-30
Rated Fuel Consumption (m³/4.9303803806325112210676753322234375e-24 hours)	5.0408124390340217144097222222234375e-31
Rated Fuel Consumption (m³/2.46519019031625561053383766611171875e-24 hours)	2.52040621951701085720486111171875e-31
Rated Fuel Consumption (m³/1.232595095158127780266918833055890625e-24 hours)	1.26020310975850542860243055890625e-31
Rated Fuel Consumption (m³/0.6162975475790638901334594165279453125e-24 hours)	6.301015548792527143001215279453125e-32
Rated Fuel Consumption (m³/0.30814877378953194506672970826397265625e-24 hours)	3.1505077743962635715006076397265625e-32
Rated Fuel Consumption (m³/0.154074386894765972533364854131986875e-24 hours)	1.57525388719813178575003031986875e-32
Rated Fuel Consumption (m³/	

PROJECT NUMBER: 1020411-15; PLAN: 125043_CONSTRUCTION DRAWING [042222_REV] NO.: 596; 4/21/2022 12:02:31 PM; FILE: 4/21/2022 12:02:58 PM

TTS Series Switches

**200 Amps
600 VAC**

GENERAC INDUSTRIAL POWER

TAS200

200A Automatic Transfer Switch

TAS200

TAS200

1 of 3

TAS200

2 of 3

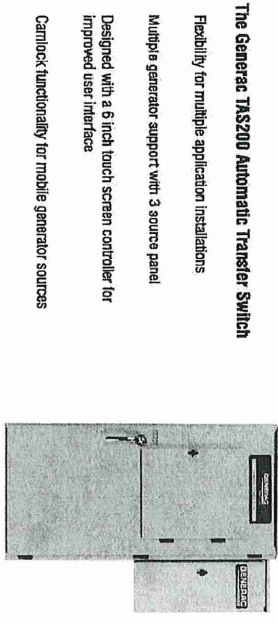


Photo used for exterior appearance only.

The Generac TAS200 Automatic Transfer Switch

Flexibility for multiple application installations

Multiple generator support with 3 source panel

Designed with a 6 inch touch screen controller for improved user interface

Camlock functionality for mobile generator sources

- Features**
- STEEL CONSTRUCTION
 - NEMA 3R ENCLOSURE WITH HINGED PADLOCKING DOORS
 - STAINLESS STEEL HARDWARE
 - CAMLOCK QUICK CONNECT CAPABILITY
 - OPERATIONAL STATUS VIEW VIA 6 INCH TOUCH SCREEN
 - TEST FUNCTION - FAST TEST & NORMAL TEST
 - UL 1008 LISTED - FOR EMERGENCY SYSTEMS
- Optional Features**
- EXTENDED WARRANTY
 - THREE-PHASE VOLTAGE CONFIGURATIONS

Codes and Standards

Generac products are designed to the following standards:

UL 1008
UL501
CSA C22.2 No. 173

NEMA 3R

Application and Engineering Data

Cabinet Specifications	24"W x 12"D x 48"H
Dimensions	210 lbs.
Weight	Single Chamber with Main Door
	SK4
Construction	UL Type 1/NEMA 3R Panel Pneumatic Door Finish for Corrosion Resistance C-UL-Listed - Automatic Transfer Switch Stainless Steel Hardware 3-Point Latching System with Pad-Lockable Handles
Mounting Options	Wall H-Frame
Insulated	Pre-wired alarm terminal strip

Electrical Specifications	120/240 Single Phase, 200A 120/208 3-Phase, 200A 120/240 3-Phase, 200A
Voltage/Phase/Type	Edson 200 amp Utility Breaker
Breaker	Edson 200 amp Generator Breaker
Maximum RMS Symmetrical Fault Current - Amps	25k AIC Break
Protective Device: Committed Rating (MCR) Amp	350kVCL - 4-6 AIGS
Input Breaker	350kVCL - 4-6 AIGS
Output to Site	Delson D10M4-1274-L012
Generator Approver/Connector	Generac Run Alarm Generac FRI - Shutdown Alarm Generac FRI - Non Shutdown Alarm Low Fuel Alarm Generator Thermal Alarm AC Utility Fail Alarm
Alarm Terminal Board	

Camlock Component	Shipped loose for multiple installation options
Dimensions	5"W x 3.4"D x 24.25"H
200A Camlock Connector Connection	Single-Phase: Black L1, Red L2, White-Neutral, Green-Ground
	3-Phase: Black L1, Red L2, Blue L3, White-Neutral, Green-Ground
	Uses 4 CH E1016 Main Connectors Mating Connector - CH E1016 female



GENERAC ATS MANUFACTURER
DETAIL - FOR REFERENCE ONLY

GENERAL DYNAMICS
Wireless Services
12905 SHELLYVILLE ROAD, STE 230
LOUISVILLE, KY 40243
502-653-6856

BENCHMARK SERVICES, INC.
Consulting Engineers
Land Surveyors
P.O. Box 5, 313 North Main Street
Hartsville, KY 40342
Phone: (502) 653-3442

DRAWING REVISIONS

REV.	DESCRIPTION	DATE	BY
0	100% CDS	3/21/21	ABR
1	PRICE ADJUSTMENT	4/22/22	MCB

GRAND RAPIDS DT
FA#: 10125043
USID: 95022
936 NORTHWEST 6TH STREET
GRAND RAPIDS, MN 55744
GENERATOR UPGRADE

GENERAC ATS DETAILS

CONTRACTOR SHALL VERIFY ALL PANS & DESIGN PARAMETERS ARE CORRECT AND ALL DIMENSIONS ARE CORRECT BEFORE THE BEGINNING OF ANY DISASSEMBLY BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

SHEET NUMBER: 1

10/25/2021

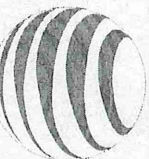
PROJECT NUMBER: 202411-1-PA012041_CONSTRUCTION DRAWING: 040002_041222_0311 [DWG] : SWG : 4/22/2022 12:02:22 PM : PLOT : 4/22/2022 12:02:28 PM

GENERAC INDUSTRIAL POWER GEN

TTS Control Systems

TAS200

3 of 3

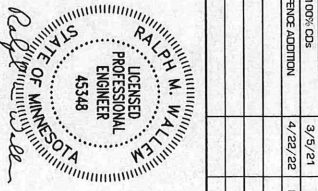


GENERAL DYNAMICS
 Wireless Services
 12906 SHELBYVILLE ROAD, STE 230
 LOUISVILLE, KY 40243
 502-553-6953

BENCHMARK SERVICES, INC.
 Consulting Engineers
 Land Surveyors
 P.O. Box 5, 315 North Main Street
 Louisville, KY 40202
 Phone: (502) 685-3342

DRAWING REVISIONS

REV.	DESCRIPTION	DATE	BY
0	100% IDS	3/31/21	ABB
1	PRICE ADJUSTMENT	4/22/22	MOB



GRAND RAPIDS DT
 FA#: 10125043
 USID: 956022
 936 NORTHWEST 6TH STREET
 GRAND RAPIDS, MN 55744
 GENERATOR UPGRADE

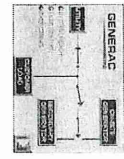
CONTRACTOR SHALL VERIFY ALL PANS & DIMENS. INDICATIONS ARE CORRECT AND ACCURATE. THE DRAWING IS INTENDED TO BE USED AS A GUIDE IN THE WORK AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE WORK.
 SHEET NAME:
GENERAC ATS DETAILS

SHEET NO: **G-4**
 REVISION NUMBER: **1**

GENERAC ATS MANUFACTURER DETAIL - FOR REFERENCE ONLY

©2013 Generac Power Systems, Inc. All rights reserved. All specifications are subject to change without notice. Generac Technologies / Wisconsin USA 03733
 Generac Power Systems, Inc. • 545 W29290 Hwy. 59, Waukegan, WI 53188 • generac.com

- INDICATORS AND BUTTONS**
- System Ready Indicator
 - Standby Operating Indicator
 - Utility Available Indicator
 - GENVULT Switch Position Indicator
 - TSS status



DETAILS SCREEN

System Settings:	Exercise Settings:
<ul style="list-style-type: none"> System Voltage/Phases: <ul style="list-style-type: none"> 120/240V single phase (standard) 120/240V three phase (optional) 120/240V three phase (optional) Utility Fail Monitor: <ul style="list-style-type: none"> Under Voltage: 75-95% of nominal voltage Over Voltage: 105%-125% of nominal voltage Pickup (Inrushless): fixed at 5 volts Delay time: 0-60s Utility Interrupt Delay: 0-60s Return to Utility Timer: 1-30 minutes Transfer: <ul style="list-style-type: none"> In-Phase, or Time-Delay-Neutral at 0.0-10.0s in 1 second increments 	<ul style="list-style-type: none"> Time of day Day of week Exercise: <ul style="list-style-type: none"> Exercise with/without load Exercise once every 1, 2, or 4 weeks. Exercise time-of-day Exercise day of week Exercise duration: 15-30 minutes
Engine Settings:	Screen Settings:
<ul style="list-style-type: none"> Engine Warm-up timer: 0-20 minutes Generator Load Accept: <ul style="list-style-type: none"> Time-Delay Neutral at 0.0-10.0s in 1 second increments Voltage: 65-95% of nominal Frequency: 65-95% of nominal Engine Minimum Run Time: 5-30 minutes Engine Cool-down timer: 0-20 minutes 	<ul style="list-style-type: none"> Brightness & Contrast button Screen Calibration button Startup/Screen screen
Diagnoses:	Mini Diagram:
<ul style="list-style-type: none"> Digital I/O bits status Voltage A/D readings 	<ul style="list-style-type: none"> System Ready Transfer switch position Utility available Standby/Auto switch position Maintenance/Auto switch position Generator source TS position TSS status



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: July 13, 2022

AGENDA ITEM: Consider a motion to ratify the procurement contract with MacQueen Equipment for manhole Halo light kit for \$3,036.66

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Water/Wastewater operations project with a budget of \$3,200. \$0 has been spent to date.

The GRPUC Procurement Policy was followed. This is a state bid purchase.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with MacQueen Equipment for manhole Halo light kit for \$3,036.66

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, Macqueen Equipment, located at 1125 7th Street E, St. Paul, MN 55106 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

1. **Term.** The effective date of this Contract is June 6th 2022. The Contractor must not begin work under this Contract until Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

- 1.1 August 1st, 2022.
- 1.2 All of Contractor’s obligations have been satisfactorily fulfilled.
- 1.3 GRPUC may cancel this Contract at any time, with or without cause, upon ten (10) days’ written notice to the Contractor.
- 1.4 GRPUC may terminate this Contract immediately in the event of a breach by Contractor.
- 1.5 The Parties may terminate this Contract at any time by mutual written agreement.

Upon receipt of any notice of termination, Contractor shall immediately stop performance 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. 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.

2. Contractor’s Duties

2.1 The Contractor shall provide the following goods or services (“**Goods and Services**”):

One halo light kit part # 512772A-30 for jetting and vacuuming in manholes with jet truck. This light will provide light for the operator to be able to see in the manhole.

GRPUC may make changes to the general scope of Goods and Services by written or oral notice to Contractor.

2.2 Contractor agrees that all Goods and Services shall comply with all applicable laws and legal requirements without extra expense to GRPUC.

2.3 Contractor warrants and represents that 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.

2.4 For a Contract with Goods: Contractor warrants that: (A) Contractor has good title to the Goods, free and clear of any encumbrance, and (B) the Goods are in good condition and are adequate for the uses to which they are being put. Contractor shall take any further actions that are necessary to transfer title in the Goods to GRPUC, free and clear of any encumbrances. Contractor has all risk of loss until GRPUC accepts the Goods.

3. Consideration and Payment

3.1 Consideration. Contractor will be paid Two Thousand Nine Hundred and Thirty Six Dollars and Sixty Six Cents (\$2,936.66) for the Goods and Services. Plus shipping of a not to exceed of \$100.00. This is the total obligation and liability of GRPUC under this Contract.

3.2 Payment. GRPUC will pay the Contractor within thirty (30) days following receipt and acceptance of Goods or Services and receipt of an undisputed invoice.

4. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744 and the following telephone number: 218-326-7195, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Bob Larson at the following business address: 1125 7th Street E, St. Paul, MN 55106, and the following telephone number: 651-645-5726, or his/her successor.

5. Indemnification. Contractor will indemnify, defend, and hold harmless GRPUC, its agents, and employees, in relation to any expenses, damages, claims or causes of action, including reasonable attorney's fees, to the extent caused by any negligent or wrongful act, error or omission, breach of contract, or infringement of any intellectual property right by Contractor, any third party that Contractor has a business relationship with, or any of Contractor's agents or employees.

6. **Ownership.** Contractor agrees that all legal right, title, and interest to intellectual property, data, documents, photographs, drawings, analyses, graphs, reports, physical property or other subject matter prepared, delivered, procured, or produced in relation to Contractor's obligations under this Contract shall vest in GRPUC.

7. **Insurance.** Contractor shall maintain with reputable insurance companies all insurance required by law and insurance against loss or damage of the kinds customarily insured against by members of Contractor's profession, of such types and in such amounts as are customarily carried under similar circumstances by members of Contractor's profession. Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

8. **Miscellaneous.** No provision of this Contract may be modified or waived except as agreed to in writing by the Parties. This Contract shall be governed by the internal laws of Minnesota. Contractor may not assign or subcontract Contractor's rights or obligations hereunder without the prior written consent of GRPUC. This Contract may be executed in counterparts. An electronic signature and counterpart shall be treated the same as an original. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe all of GRPUC's policies and procedures, including, its respectful workplace policy. The Parties must comply with the Minnesota Government Data Practices Act in relation to this Contract. Contractor certifies that neither it nor its principals are presently debarred or suspended by any federal, state, or local government or agency or political subdivision thereof. Contractor shall not use or disclose any confidential information it receives from GRPUC except as is necessary to perform under this Contract. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, overnight courier, or United States mail (postage prepaid) addressed to the address set forth in the preamble.

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed this Contract effective as of the effective date set forth above.

Macqueen Equipment

Grand Rapids Public Utilities Commission

By: Bob Larson

By: Julie Kennedy

Print Name: Bob Larson

Print Name: Julie A. Kennedy

Title: Regional Sales Manager

Title: General Manager

Date: 7/20/2022

Date: 6/23/2022



MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

651-645-5726 • 800-832-6417

Item 9.

Ship To: SAME AS BELOW

Invoice To: GRAND RAPIDS PUBLIC UTILITIES
500 S.E. 4th Street
Grand Rapids MN 55744

Branch 01 - ST PAUL MN		
Date 06/20/2022	Time 10:12:16 (O)	Page 1
Account No GRAND014	Phone No 2183267687	Est No 01 006900
Ship Via	Purchase Order VACTOR HALO	
Tax ID No		
	Salesperson 159	

ESTIMATE EXPIRY DATE: 07/20/2022

PARTS ESTIMATE - NOT AN INVOICE

<u>Part#</u>	<u>Description</u>	<u>U</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
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WE CURRENTLY HAVE ONE ON HAND

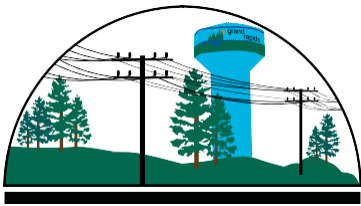
512772A-30	HALO LIGHT KIT		1	2936.66	2936.66
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Subtotal: 2936.66

Tax: .00

TOTAL: 2936.66

Authorization: _____



GRAND RAPIDS
PUBLIC UTILITIES

Service is Our Nature

Item 10.

500 SE Fourth Street • Grand Rapids, Minnesota 55744

ADMINISTRATION DEPARTMENT MONTHLY REPORT July 2022 Commission Meeting

Safety

There were no OSHA recordable accidents in the Administration Department last month.

Meeting Changes

- Work sessions will be changed to the last Wednesday morning of the month, beginning July 27.
- The August regular Commission meeting will be changed to Wednesday, August 17, 2022.

Staffing

- Jim Thelen, WWTP Operator, retires from GRPU on July 20, 2022.

Community Involvement

- Solar Plus Battery Storage Ribbon Cutting – rescheduled from July 26 to later this fall.
- Climate Adaptation Action Plan development with ICET and City staff.
- Combined City/GRPU HR position development
- Grand Rapids Safety Camp – August 10 - see attached flyer

Projects Performed Last Month

- WWTP Operator hiring process.
- Additional Teams and Intranet training for employees.
- Assisted in the Sanitary Sewer Jetting contract review.
- Implement new CDL training requirements.

Projects Scheduled for This Month

- Complete hiring for WWTP Operator position.
- Onboarding of Lineworker and maintenance positions.
- Storm Emergency EOP prep and mock test training.
- Microsoft GCC platform analysis.
- Continue shared network drive reconfiguration and migration.
- Electric, Water and Wastewater Rate Study preparation.
- GRACF caring fund program review.

SAFETY CAMP

Hosted by the Grand Rapids Police Department, Fire Departments, Itasca County Sheriffs Office, Army Corps of Engineers, Meds One Ambulance Service, Department of Natural Resources, Public Utilities, Public Works, Itasca County Public Health, and Itasca County SAR

August 10, 2022

9 AM TO 2:30 PM

AGES 8-14

FREE TO ALL

HELD AT THE IRA CIVIC CENTER

LUNCH WILL BE PROVIDED

PRIZES GIVEN AWAY

REGISTRATION FORMS CAN BE FOUND ON FACEBOOK:



CITY OF GRAND RAPIDS MN POLICE &



ITASCA COUNTY SHERIFF'S OFFICE





GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: July 13, 2022

AGENDA ITEM: Consider a motion to adopt Resolution Number 07-13-22-4 approving the Customer Interaction and Customer Utility Services policies.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

It is good practice for government to formally adopt customer related policies. These policies are central to a strategic, long-term approach to customer interaction and clarification of utility services provide and expectations of the GRPU and customers.

The attached Customer Interaction and Customer Utility Services policies were reviewed by and discussed with the GRPU Commission at the June 28 2022 meeting. The comments from the Commission have been incorporated into the attached policies including some revised language for clarification and reference to other GRPU policies.

RECOMMENDATION:

Consider a motion to adopt Resolution Number 07-13-22-4 approving the Customer Interaction and Customer Utility Services policies.

GRAND RAPIDS PUBLIC UTILITIES COMMISSION

RESOLUTION NO. 07-13-22-4

ADOPT CUSTOMER INTERACTION POLICY AND CUSTOMER UTILITY SERVICES POLICY AND DELEGATE AUTHORITY

WHEREAS, it is the Grand Rapids Public Utilities Commission (GRPUC) philosophy to adopt written policies which are central to a strategic long-term approach to customer interaction, and clarification of GRPUC utility services and expectation of customers; and

WHEREAS, the Customer Utility Services policy delegates to the General Manager the ability to change the details of process if determined to be a change within the best practices for municipal utilities, accounting standards, federal law, and/or Minnesota state statutes as long as such changes are in accordance with customer service policies; and

WHEREAS, the GRPUC has reviewed and discussed the Customer Interaction Policy and the Customer Utility Services Policy at the June 28, 2022 work session;

NOW, THEREFORE BE IT RESOLVED, THAT the Grand Rapids Public Utilities Commission has reviewed and adopts the Customer Interaction Policy and the Customer Utility Services Policy and rescinds the Residential Customer Deposit Policy adopted September 13, 2017 and Resolution No. 5-11-11-1.

Adopted this 13th day of July, 2022.

GRPUC President

Witness:

GRPUC



COMMISSION POLICY

Customer Interaction

Item 11.

Category: Governance	Subcategory: Delegation to Management	Policy Number: 1.4.040
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1.0 PURPOSE

With this policy, the Commission communicates expectations for General Manager's understanding of customer needs and interaction with customers, or a customer representative, from and by Grand Rapids Public Utilities (GRPU) employees.

2.0 POLICY

The General Manager, in all GRPU interactions with customers, shall not intentionally allow situations, processes, actions, behaviors or attitudes that are unsafe, improper, inattentive, disrespectful or unresponsive to customer needs and requests.

The General Manager shall:

1. Keep the Commission and employees informed about customer current and emerging needs, expectations for and satisfaction with GRPU interactions and services.
2. Provide relevant information to customers about GRPU services, current and emerging issues, regulations, and policies or practices which impact customer utility services, using all appropriate media.
3. Provide customers with secure access to their personal or business account information and other information that will enable them to be informed of the services GRPU provides.
4. Comply with all applicable legal requirements for collecting, reviewing, transmitting, and storing customer information to protect it against improper access, use, and unauthorized destruction.
5. Keep customers reasonably informed about planned and potential unplanned service outages, emergency preparedness, safe use practices, and service restoration status.

Tom Stanley
GRPUC President

Luke Francisco
GRPUC Secretary

POLICY HISTORY:

Adopted: _____

Revised:



COMMISSION POLICY

Customer Utility Services

Item 11.

Category: Governance	Subcategory: Delegation to Management	Policy Number: 1.4.041
---------------------------------------	--	---

1.0 PURPOSE

This policy defines the Customer Utility Services for reliable Grand Rapids Public Utilities (GRPU) electric, water, and wastewater services between the customer and GRPU beginning with the application for service and ending with disconnection and final payment of services.

2.0 DELEGATION

The Commission delegates to the General Manager the ability to change the details of processes below if determined to be a change in best practices for municipal utilities, accounting standards, federal law, and/or MN state statutes so long as such changes are still in accordance with this policy.

3.0 POLICY

The Customer Utility Services are detailed in the following sections:

APPLICATION

There will be a written or computer-generated application for all GRPU customers. This application will include information from the customer which is necessary to establish an account with GRPU and may include some private customer data. The customer information will be kept private per MN state statutes unless allowed by MN law or the customer approves the release of this data. The application must be signed by the customer(s) on the account. This application is a legal and binding agreement between the customer(s) and GRPU for utility services. The customer agrees to pay GRPU for services provided. The customer grants to GRPU the right and easement on the premises to determine utility usage and to construct, operate, repair, maintain any and all GRPU meters, materials, equipment, and service connections/lines.

DEPOSIT

All customers shall be required to submit a deposit before the GRPU utility service(s) is/are supplied to the customer. The required deposit minimizes the GRPU exposure of bad debts and impact to all rate payers. In lieu of the deposit, a customer may provide documentation from their prior utility company which shows the customer was in good standing. A customer in good standing is defined as a customer who has paid their utility bill in full and on time for the prior 12 months. Existing GRPU customers who are establishing a new account or adding an additional account are also subject to the required deposit. Existing customers who have been disconnected by GRPU for non-payment shall be required to submit a deposit in addition to all amounts owed before service will be reconnected.

The required deposit amount shall be calculated either as a flat fee or based on prior months' usage of the same location or, if no data then, a similar use customer. If the required deposit amount is not a

flat fee, then the calculation based on prior usage will need to reach a minimum deposit amount determined by best practices in the industry. The General Manager shall review the minimum required deposit amount.

FORM OF DEPOSIT

The deposit shall be in the form of cash or an irrevocable letter of credit. If an irrevocable letter of credit, the letter of credit shall be renewed at least 30 days prior to its expiration. Failure to renew a letter of credit will result in the letter of credit being drawn on as a cash deposit.

INTEREST ON DEPOSITS

Interest shall be paid on all deposits at the rate established by Minnesota Statutes, 325E.02(b). GRPU may, at its option, pay the interest at intervals it chooses, annually at minimum. Interest will be paid by a credit on the customer's account. If the customer requests discontinuation of utility services, the interest on the deposit will be applied to the customer's final bill.

RETURN OF DEPOSIT

Continued utility service(s) – any deposit received by GRPU shall be returned to the customer by applying the deposit to the customer's utility account if the customer is in good-standing. A customer in good standing is defined as a customer who has paid their utility bill in full and on time for the prior 12 months.

Discontinued utility service(s) – any deposit received by GRPU shall be returned to the customer by applying the deposit to the customer's final bill. If the deposit exceeds the outstanding amount due, the balance will be returned to the customer. If the deposit is not sufficient to cover the amount due, the customer shall remain liable to GRPU for the balance and shall pay the balance due within 15 days of final bill notice from GRPU.

UTILITY BILLS

Utility bills based on flat fees, usage, or industry standard charges will be calculated, prepared, and sent to the customers on a monthly basis.

LATE PAYMENT CHARGE

Customer payments must be received by the due date each month to avoid a late payment charge. The late payment amount will be based on best practices and current industry standards as a percentage of the current month's charges or a flat minimum dollar amount.

DELINQUENT ACCOUNTS AND COLLECTION OF PAST DUE UTILITY BILLS

A delinquent, or past due, customer account is one in which the customer has not paid the current utility services charges/bill in full on time per the utility bill statement. If a customer has an outstanding balance for utility services, GRPU will use internal collection processes, external collection processes, services of a collection agency, and may request the City of Grand Rapids to specially assess the property for outstanding balances of utility bills.

DISCONNECTION OF UTILITY SERVICES

GRPU has the right to disconnect utility services to a customer for non-payment; broken special payment arrangements; a condition determined to be hazardous; noncompliance with the requirements for application of services; noncompliance with Electric Department Rules, or noncompliance with Water and Wastewater Department Rules.

GRPU will provide all legally required notices to the customer of pending disconnection of utility services and communicate to residential customers their rights per MN laws.

If a customer's services are disconnected for non-payment or broken special payment arrangements, the customer will be required to pay a disconnect, plus reconnection fee, plus a deposit (unless a deposit is currently applied to the account) and any unpaid balance on the customer's current or prior accounts with GRPU before the utility services will be restored. GRPU will follow all MN state statutes regarding disconnection of utility services to a customer.

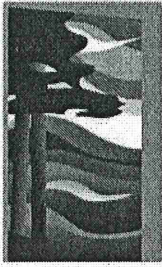
Tom Stanley
GRPUC President

Luke Francisco
GRPUC Secretary

POLICY HISTORY:

Adopted: _____

Revised:



GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

PUBLIC UTILITIES COMMISSION

500 SE FOURTH STREET
GRAND RAPIDS, MINNESOTA 55744
TELEPHONE (218) 326-7024
TDD (218) 326-7487 FAX (218) 326-7499

COMMISSION POLICY

Section: Administration	Category: Customer Policies
Policy Reference: A.1	Policy Title: Residential Customer Deposit Policy

PURPOSE:

With this policy, the Commission set forth deposits required of residential customers. This policy assists with ensuring collection of at least partial payment on delinquent accounts prior to being turned over to an outside agency for collection.

POLICY:

Effective October 1, 2017, Customer Service Representatives shall collect the deposits from residential customers in the following manner:

1. New Residential Customers

If a new customer applies for a residential account, a \$125 deposit shall be required to activate the account. The deposit may be waived if the new customer provides a letter of credit from their previous utility company showing no more than 2 late payment notices (over 7 days late) in the past 12 months. The letter is due prior to the date of the requested service.

2. Previous Residential Customers

If a customer who has a bad debt from a previously closed account with GRPU applies for a residential service, the past due balance of the previous account plus a \$125 deposit shall be required to activate the account.

3. Existing Residential Customers

- a. If an existing customer's service is disconnected for non-payment, the past due amount and the reconnection fee shall be required prior to the service being reconnected and a \$125 deposit shall be billed to the account.
- b. If an existing customer requests a transfer of service to another location, a \$125 deposit shall be required if the customer has had more than 2 late payment notices (over 7 days late) in the past 12 months.

4. Multiple Locations

If a customer has multiple location IDs (such as a duplex) a \$125 residential deposit shall be required for each location.

5. Refund of Deposit

The deposit shall be refunded to the customer after they have paid twelve (12) consecutive monthly bills in full by the due date. If the customer terminates service prior to the deposit being refunded, the deposit shall be applied to the customer's final bill. Any remaining balance shall be refunded to the customer.

6. Deposit Interest

The deposit shall generate monthly interest at the rate adopted by the Commission each year, but not less than the interest rate mandated by the laws of the State of Minnesota for such deposits.

POLICY HISTORY:

Adopted September 13, 2017

RESOLUTION NO. 5-11-11-1

REQUIREMENT FOR DEPOSIT AND RECONNECTION
CHARGE FOR COMMERCIAL ACCOUNTS

WHEREAS, The Public Utilities Commission of the City of Grand Rapids, Minnesota, hereinafter called "Commission" has heretofore required deposits upon the opening of a commercial account and believes that it is in the best interest of all of its consumers that such requirement continue;

NOW THEREFORE BE IT RESOLVED by the Commission:

1. All commercial accounts are subject to this resolution.
2. Utilities service shall not be provided by the Commission to a commercial consumer until a deposit as set forth herein is made with the Commission. However, a commercial consumer whose deposit has been released prior to the adoption of this resolution need not make a deposit unless the utilities service is disconnected after the adoption of this resolution for failure to timely pay for the utility service.
3. A commercial consumer shall deposit with the Commission an amount equal to 2 times the estimated average monthly Public Utility bill. The estimation shall be based upon the purposes for which the utility service will be used and the size of the premises or upon the record of consumption for similar purposes and premises or both. Such deposit shall bear interest at the rate for such deposits as prescribed by the laws of the State of Minnesota.
4. After twenty-four months of on time payments, the amount required to be on deposit shall be reduced by fifty percent (50%) and if cash, the amount returned to the deposit owner and if surety bond or letter of credit, the deposit owner will be notified of the reduced requirement. The Commission, according to the terms and conditions of this Resolution shall retain the balance of the deposit amount.
5. Under the following circumstance, the commercial deposit requirement will be waived for sole owners or legal entities with an established good credit history or

with a deposit on file with the Commission and opening a new commercial account under the established ownership or entity.

6. Customers with an established good credit history or with a deposit on file, opening a commercial account using a different entity name will be required to make a deposit, unless the owners sign the service application indicating they are personally responsible for the account.
7. If the premises being served are transferred, the deposit, less any amounts that the Commission decides to withhold for payment of current or delinquent sums shall be returned to the depositor upon written request and the transferee shall make a new deposit.
8. A deposit may be by bond, letter of credit or cash.
9. Failure to make a deposit, cancellation by the consumer of a deposit before it is released by the Commission, or failure to timely pay for utility services shall result in a disconnection of service.
10. Reconnection of a disconnected service may be accomplished upon full payment of the delinquent account, payment for the cost of making the reconnection, and remaking of the deposit as set forth in paragraph 3 above.

Adopted by the Public Utilities Commission of the City of Grand Rapids, Minnesota, this 11th day of May, 2011.

This resolution replaces resolution number 05-11-93-2 and any other resolution inconsistent with the provisions of this resolution.



Stephen R. Welliver, President

ATTESTED TO:



Glen D. Hodgson, Secretary



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: July 13, 2022

AGENDA ITEM: Consider a motion to approve the procurement contract with Dave Berg Consulting, LLC for \$38,000.00 for the electric and water/wastewater cost of service studies.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

This procurement is for an approved operating project with \$50,000 budget and zero has been spent to date. This operating project is for an electric cost of service study update and a water/wastewater cost of service study.

The GRPUC Procurement Policy was followed and three quotes for professional services are on file.

The vendor's certificate of insurance has been verified and is on file.

RECOMMENDATION:

Consider a motion to approve the procurement contract with Dave Berg Consulting, LLC for \$38,000 for the electric and water/wastewater cost of service studies and to authorize the General Manager to sign 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 DAVE BERG CONSULTING, LLC, located at 15213 Danbury Ave W, Rosemount, MN, 55068 (“**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 Electric, Water, and Wastewater Cost of Service and Rate Design Study. (“**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 July 14, 2022. 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 is December 31, 2022, or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first.

2. Contractor’s Duties

2.1 The Contractor shall independently assess the cost of service and evaluate Grand Rapids Public Utilities (GRPU) existing electric, water and wastewater rates and provide recommendations for rates. The broad objective of the study is to be able to establish fair and competitive utility rates that will adequately fund all operations, debt payments, rate stabilization, reserve funds, and capital costs. The Study will include two separate reports; Electric and Water/Wastewater.

The study will be an examination of the allocated costs to serve each of GRPU’s customer classes based on a comprehensive review of GRPU’s costs, capital improvement plans, current and future usage data, legislative mandates regarding conservation, and any other information deemed necessary.

(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.**”). Contractor’s precise duties, specifications, deliverables, and completion dates related to the Goods and Services are more specifically described in **Exhibit C.**

- 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.
- 2.3 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.
- 2.4 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. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of the Legal Requirements.
- 2.5 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.

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.

4. Time

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

5. Consideration and Payment

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

5.1.1 Compensation. The Contractor will be paid Thirty-Eight Thousand Dollars and no cents. (\$38,000.00) in accordance with **Exhibit D**.

No ancillary expenses

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Thirty-Eight Thousand Dollars and no cents (\$38,000.00).

5.2 Payment.

5.2.1 Invoices. GRPUC will pay the Contractor after the Contractor presents an itemized invoice for the Services actually performed. Invoices must be submitted timely and according to the schedule set forth on **Exhibit D**.

6. Authorized Representative

GRPUC's Authorized Representative is Jeremy Goodell, Electric Department Manager and Steve Mattson Water/Wastewater Department Manager 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.

Contractor's Authorized Representative is Dave Berg, consultant, at the following business address: 15213 Danbury Ave. West, Rosemount, MN, 55068, and the following telephone number: 612.850.2305, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

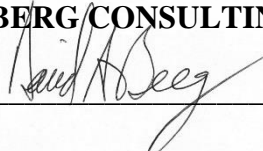
7. Exhibits

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, and then in the following order:

Exhibit A: Contract Terms
Exhibit B: Insurance Terms

Exhibit C: Specifications, Duties, and Scope of Work
Exhibit D: Price and Payment Schedule

DAVE BERG CONSULTING, LLC

By: 

Print Name: David A. Berg

Title: Principal

Date: July 7, 2022

Grand Rapids Public Utilities Commission

By: _____

Print Name: Julie A. Kennedy

Title: General Manager

Date: _____

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

Prompt Payment. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice.

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.

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.

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. Publicity and Endorsement.

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

9. 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.

10. General / Miscellaneous.

10.1 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.

10.2 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
Address: 500 SE 4th Street
Grand Rapids, MN 55744
Attn: General Manager
Email: jakennedy@grpuc.org

DAVE BERG CONSULTING,
LLC.
15213 Danbury Ave W,
Rosemount, MN 55068
612-850-2305

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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.

10.9 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.

10.10 Data Ownership. GRPUC solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all GRPUC data. Contractor has no and acquires no right, title or interest, whether express or implied, in and to GRPUC data. Contractor will only use GRPUC data for the purposes set forth in the Contract.

11.11 Subcontractors and Third Parties. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides GRPUC data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to Contractor with respect to such data.

11.12 Compliance with Data Privacy and Security Laws and Standards. Contractor shall comply with all applicable local, state, and federal data privacy and data security laws, rules, and regulations.

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 **Professional Liability, Errors, and Omissions.** This policy will provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the Contract. Insurance **minimum** limits are as follows:

\$2,000,000 - per claim or event

\$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of GRPUC. If the Contractor desires authority from GRPUC to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that GRPUC can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

The following coverage shall be included: GRPUC named as an Additional Insured unless the coverage is written under a Professional Liability policy.

Exhibit C: Specifications, Duties, and Scope of Work

Based on the Cost-of-Service Analysis, a five (5) year forecast will be prepared. In making rate structure recommendations, the following considerations shall be addressed:

The rate structures shall be planned for five years to be implemented for 2023 through 2027. If needed, a benchmark review will be performed by the utility with the consultant's assistance for rates to be implemented for 2025 through 2027.

The recommended rate structures shall be simple, contain a limited number of categories, and be easy to administer and understand.

The recommended rate structure shall consider the type and amount of reserves appropriate to the GRPU's electric, water and wastewater operations taking into consideration reserves for cash flow, operations, infrastructure replacement, catastrophes and other appropriate purposes. Include a rate stabilization reserve fund to reduce fluctuations in operations and capital expenditures throughout the five years of the study.

Equity: Assess the equity of recommended rates for all types of property ownership including multi-family units. Address inter-generational equity in the rate structure.

Current Rate Structure: Assess the current rate structure's performance as a baseline for comparing recommended changes.

Other Service Charges: Assess existing customer service fee structure and identify other potential areas for service and system charges (shut down activities, back-flow devices, plan reviews, water service shut offs, etc.) and recommend changes, if appropriate. Assessment is to note any resulting increase in liability GRPU may incur as a result of assessing fees.

Economic development rate incentives/rebates: Address an electric, water, wastewater rate structure which could be used for economic development incentives.

The recommended electric, water, waste treatment rate structures shall be consistent with industry practice for utility rate making in Minnesota.

The proposed electric, water, waste water rate structures must take into consideration GRPU's automated billing system capabilities. Understanding of AMI system and the cost to maintain and replace.

ELECTRIC SPECIFIC REQUIREMENTS

Consider impacts of changes in electric industry and customers such as electric car charging stations both commercial and residential, solar panels installed on commercial and residential buildings, among others.

WATER/WASTE WATER SPECIFIC REQUIREMENTS

The water rates shall include a provision for an emergency rate structure to address loss of groundwater supply, drought, etc.

The cost of service methodology and rate design shall be consistent with the practices of the American Water Works Association, Manual of Water Supply Practices (AWWA NO. M1)

Reevaluate the cost of conveyance of wastewater, from the City of Cohasset, to the GRPU WWTF, utilizing GRPU owned sewer mains and lift stations.

Conservation Impacts: Assess the interaction between the water conservation elements of the recommended rate structure and their impacts on the ability to fund water operations as well as their impact on the economic well-being of the community. Recommend a conservation water rate structure that meets the criteria detailed in 2021 Minnesota Statutes, Section 103G.291.

Environmental Regulations: The study shall include an assessment of the revenue stream generated by the recommended rate structure and its ability to continue to fully fund water and wastewater system costs under the impacts of future water quality and other environmental regulations and standards.

Evaluate the cost of conveyance of water to City of LaPrairie utilizing GRPU owned wells, water mains.

SCHEDULE

The following schedule shall be met:

- Proposals due by June 27, 2022.
- GRPU Commission to consider approval of Consultant on July 13, 2022.
- Work completed by October 3, 2022.

DELIVERABLES

- Preliminary Electronic Report submitted on or before September 19, 2022.
- Final Electronic Report submitted on or before October 3, 2022.
- Presentation to Grand Rapids Public Utilities Commission members on October 12th, 2022 at 4:00 p.m.
- Electronic Rate Model that is easy-to-use for GRPU to use in future rate analyses.
- GRPU will retain ownership of all materials including final report, rates, and electronic material including spreadsheets.

Exhibit D: Price and Payment Schedule

Total cost for the electric cost of service study \$18,000.

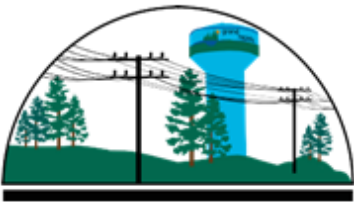
Total cost for the water/wastewater cost of service study \$20,000

TOTAL COST \$38,000

Payment shall be made as follows:

\$23,000.00 following the submittal of the interim report.

\$15,000.00 following the report presentation or completion of the study.



GRAND RAPIDS
PUBLIC UTILITIES

Service is Our Nature

500 SE Fourth Street • Grand Rapids, Minnesota 55744

BUSINESS SERVICES DEPARTMENT MONTHLY REPORT July 2022 Commission Meeting

Safety

There were no OSHA recordable accidents in the Business Services Department last month.

Effective Wholesale Electric Power Rate Last Month

The attached graph shows the effective wholesale electric rate for last month and a chart on the aggregated NEMMPA peak versus non-NEMMPA peak.

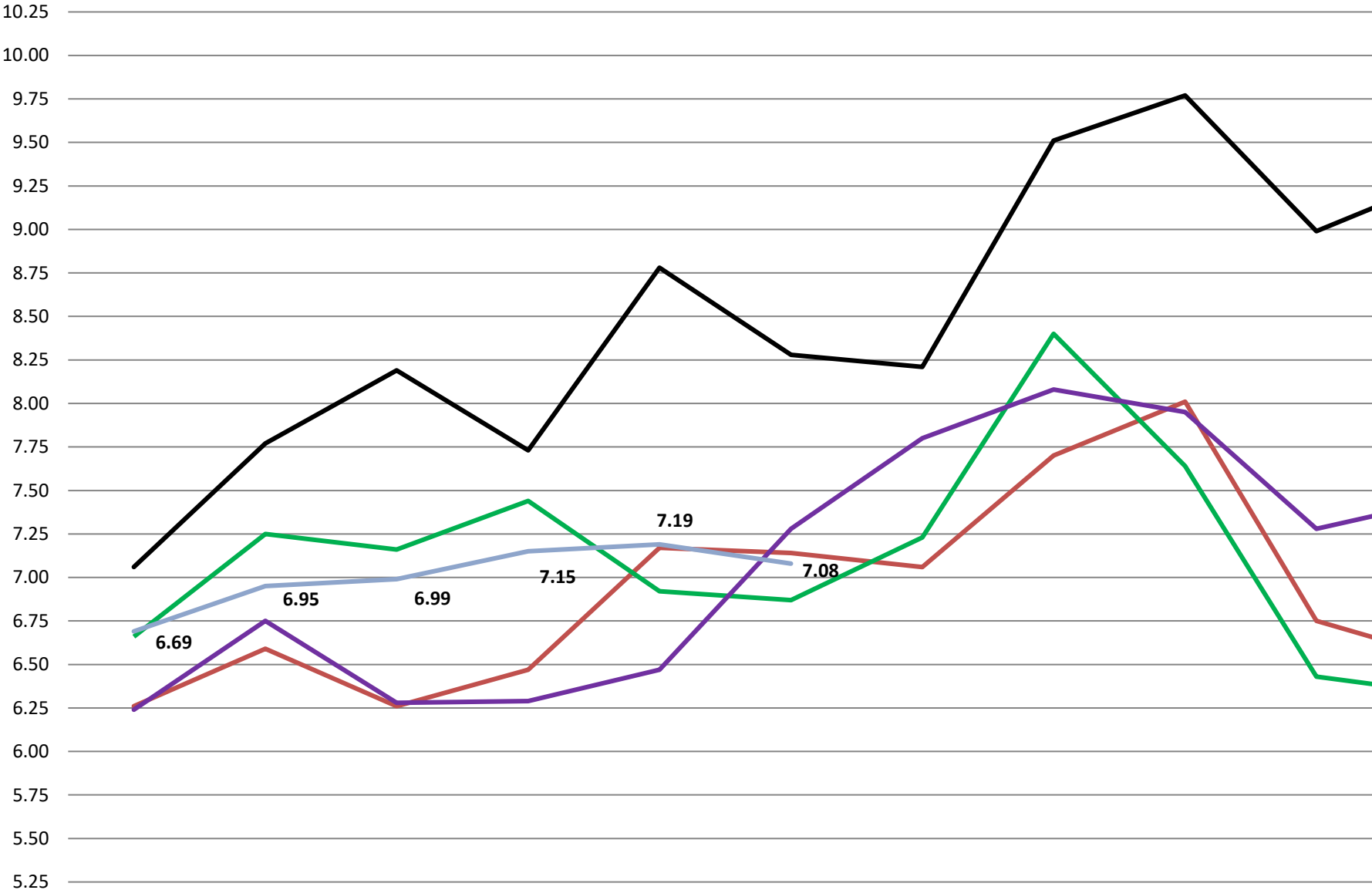
Projects Performed Last Month

- Continue training new customer service and accounting personnel.
- Cybersecurity awareness training (Knowbe4).
- Continued to review and improve instructions for customer service tasks.
- Met with Managers and Directors on budget versus actual financial reporting.
- Presented language for customer service policies.
- Weekly Q & A meetings with Cogsdale trainers for GP Dynamics and Cogsdale.
- Established PIT Crew meetings for ERP software project to discuss process improvements.

Projects Scheduled for This Month

- Continue training new customer service team members.
- Held several PIT Crew meetings with GRPU crew/team members with GFOA consultant for ERP software project documenting current processes and discussing process improvement.
- Work the 2022 operations and capital budget plan.
- Summer college student intern training and project assignments.
- Training for crew/team members on smart lists.
- Clean up of accounts payable vendor descriptions and customer addresses in preparation for ERP software future implementation.
- Implement electronic vendor payments.

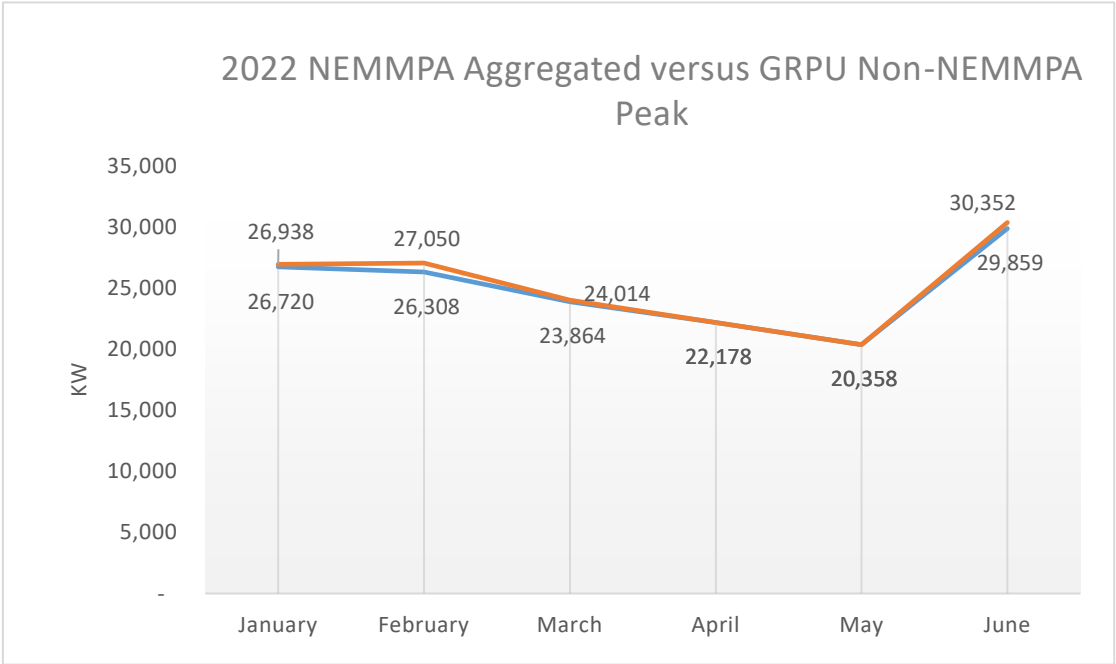
Wholesale Power Effective Electric Rate (¢/kWh)

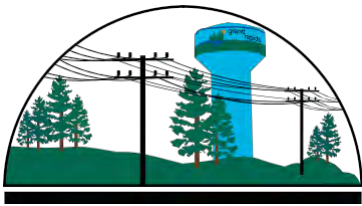


GRAND RAPIDS PUBLIC UTILITIES
 PEAK INFORMATION
 2022

January February March April May June July August September October November December

NEMMPA Aggregated Peak	26,720	26,308	23,864	22,178	20,358	29,859
GRPU non-NEMMPA Peak	26,938	27,050	24,014	22,178	20,358	30,352





GRAND RAPIDS
PUBLIC UTILITIES

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Item 14.

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ELECTRIC DEPARTMENT MONTHLY REPORT July 2022 Commission Meeting

Safety

- There were no OSHA recordable accidents last month.

Demand Threshold and Power Usage for past month

- The attached graph shows the system load with demand threshold for the past month.

Reliability Last Month

- We had nine outages during the month.

Projects Performed Last Month

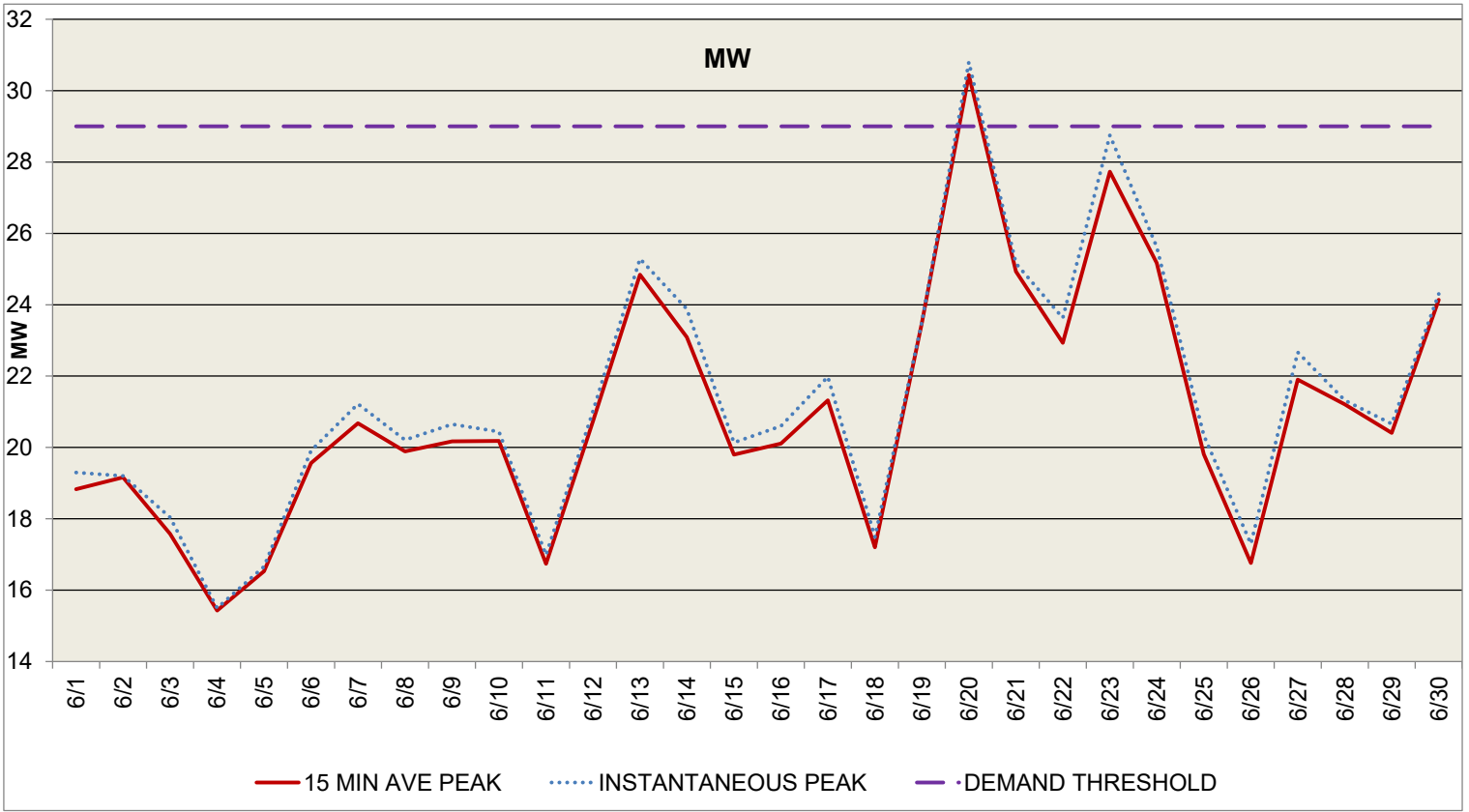
- Worked on several commercial electric services, some residential services
- Several storms in June – mostly trees on lines, after storm clean up
- Office fluorescent to LED light conversion, Outage Management Implementation for outage tracking and customer call in tracking

Projects Scheduled for This Month

- Working on cable replacement projects and some commercial services
- New customer solar panel service – Crystal Springs Loop
- Solar plus Battery Storage project
 - System energized from GRPU grid 4/6, solar system operational
 - Discharge of fire suppression into battery compartment has caused multiple problems including corrosion of batteries. U.S. Solar has shipped battery compartment to Georgia for individual battery cell replacement. After replacement and shipment of battery compartment back to Grand Rapids anticipated capacity test week of July 18th
 - Due to delay of commercial operational date liquidated damages have been triggered in reference to contract, Minnesota Power has been handling this
- New services/construction 2022 – Best Western, Caribou coffee, Cenex station, County Courts and Jail project, LaPrairie campground, Maturi addition/old Kmart, MDI second service, New car wash, Wagner site development including lift stations, Woodland Bank
- City/County projects – County Road 63/Highway 2 trail project, SW 21st Street, Airport Road/River Road round about

GRAND RAPIDS PUBLIC UTILITIES COMMISSION				
JUNE 2022 LOAD MANAGEMENT SYSTEM REPORT				
Jun-22	INST PK MW	15 MIN AVE PK MW	MW DEMAND THRESHOLD	CONTROLLED DAYS
Minimum	16.80	16.73	29.00	
Maximum	32.10	31.74	29.00	
Average	22.72	22.33	29.00	
Total				1

Savings due to active load management system for month of June 2022 estimated at \$3780



GRAND RAPIDS PUBLIC UTILITIES COMMISSION DAILY POWER USAGE

Jun-12	INST PK MW	15 MIN AVE PK MW	MW DEMAND THRESHOLD	CONTROLLED DAYS
6/1	19.30	18.83	29.00	-10.2
6/2	19.20	19.16	29.00	-9.8
6/3	18.04	17.58	29.00	-11.4
6/4	15.50	15.43	29.00	-13.6
6/5	16.66	16.53	29.00	-12.5
6/6	19.91	19.56	29.00	-9.4
6/7	21.22	20.68	29.00	-8.3
6/8	20.21	19.89	29.00	-9.1
6/9	20.65	20.17	29.00	-8.8
6/10	20.44	20.18	29.00	-8.8
6/11	16.99	16.74	29.00	-12.3
6/12	21.01	20.73	29.00	-8.3
6/13	25.29	24.84	29.00	-4.2
6/14	23.88	23.09	29.00	-5.9
6/15	20.14	19.80	29.00	-9.2
6/16	20.60	20.11	29.00	-8.9
6/17	21.98	21.32	29.00	-7.7
6/18	17.49	17.20	29.00	-11.8
6/19	23.50	23.48	29.00	-5.5
6/20	30.80	30.44	29.00	1.4
6/21	25.16	24.93	29.00	-4.1
6/22	23.63	22.93	29.00	-6.1
6/23	28.75	27.73	29.00	-1.3
6/24	25.62	25.17	29.00	-3.8
6/25	20.34	19.81	29.00	-9.2
6/26	17.30	16.76	29.00	-12.2
6/27	22.67	21.90	29.00	-7.1
6/28	21.32	21.21	29.00	-7.8
6/29	20.66	20.41	29.00	-8.6
6/30	24.30	24.14	29.00	-4.9
Minimum	15.50	15.43	29.00	
Maximum	30.80	30.44	29.00	
Average	21.42	21.03	29.00	
Total				1
		Peak Demand Day		Controlled Day

Monthly Report - Grand Rapids Public Utilities Commission

Grand Rapids Public Utilities Commission

Year 2022	Minimum duration 	Substation -----
Month 06 - June	Maximum duration 	Circuit -----
Annual Report? <input type="radio"/> Yes <input checked="" type="radio"/> No	Top-level Cause -----	Remove Major Events? -----

IEEE 1366 Statistics

Metric	Jun 2022	Jun 2021
SAIDI	43.156	23.261
SAIFI	0.104	0.182
CAIDI	416.203	127.486
ASAI	99.8966%	99.9442%
Momentary Interruptions	0	0
Sustained Interruptions	9	9

Circuit Ranking - Worst Performing

Ranked by Outage Count

Circuit	Substation	Number of Outages
Feeder 320	Main Substation	3
Feeder 328	Main Substation	2
Feeder 326	Main Substation	1

Ranked by Customer Interruptions

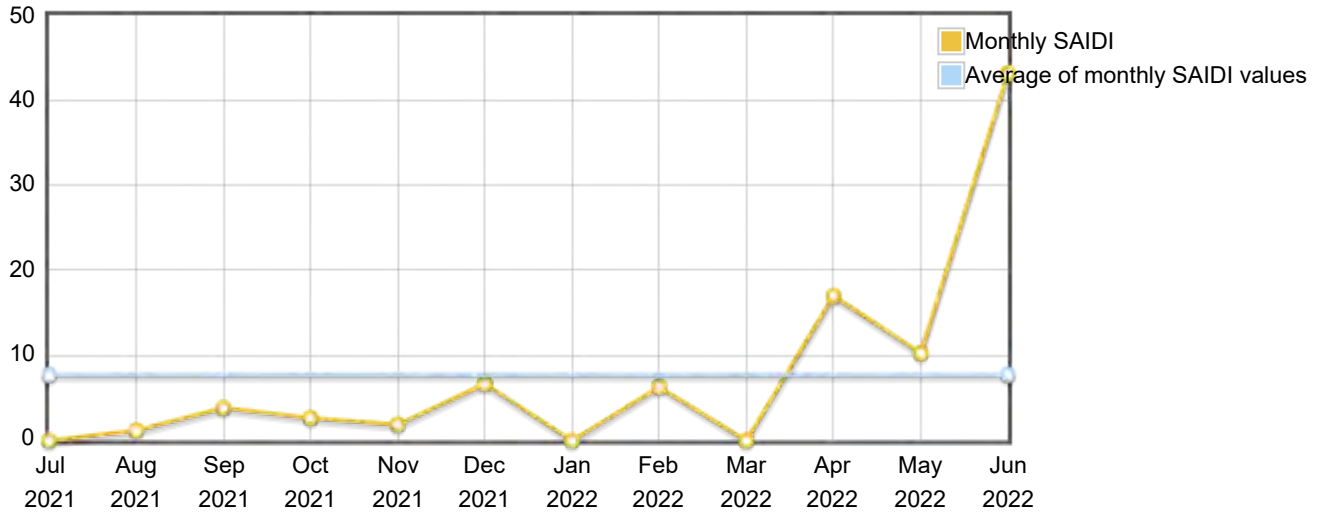
Circuit	Substation	Customer Interruptions
Feeder 320	Main Substation	599
Feeder 328	Main Substation	63
Feeder 327	Main Substation	56

Ranked by Customer Minutes of Duration

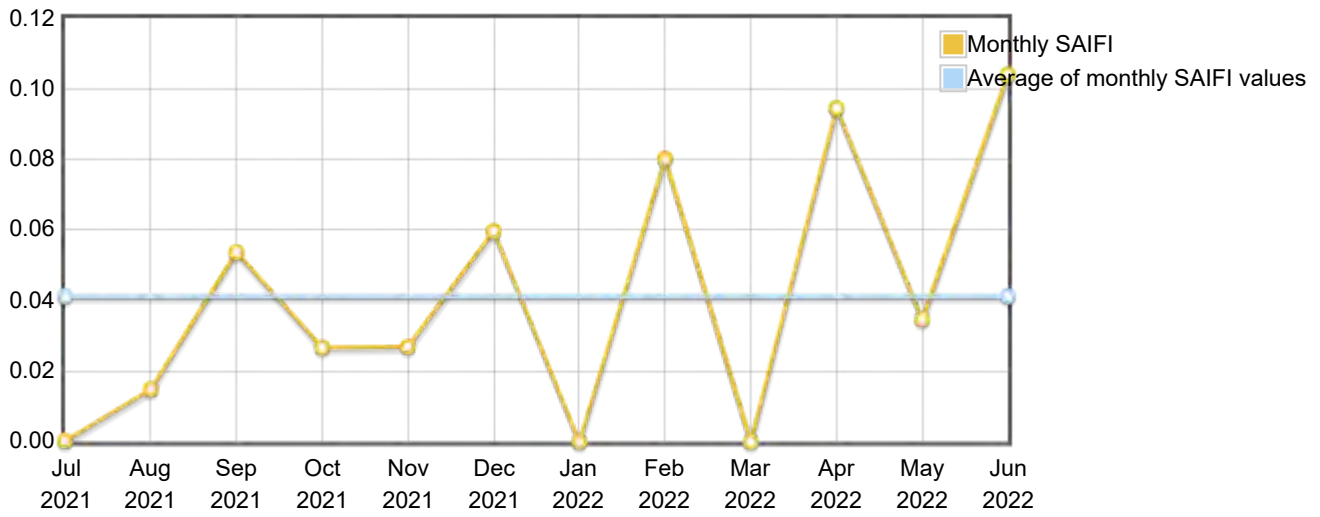
Circuit	Substation	Customer Minutes of Duration
Feeder 320	Main Substation	311,022

Circuit	Substation	Customer Minutes of Duration
Feeder 327	Main Substation	4,592
Feeder 328	Main Substation	3,918

Historical Monthly SAIDI Chart



Historical Monthly SAIFI Chart

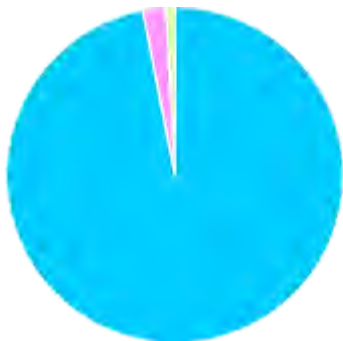


Causes Ranked by Count



Cause	Count
Storm	5
Electrical Failure	2
Unknown	1

Causes Ranked by Duration



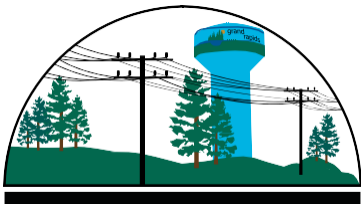
Cause	Duration
Storm	312,773
Electrical Failure	7,166
Unknown	2,726

Top 9 Outages for the Month

Address	Customers Interrupted	Duration	Customer Minutes of Interruption	Cause	Start Date
Southern Grand Rapids	542	568	307,856	Storm	06/20/2022
River Road	56	82	4,592	Electrical failure	06/25/2022
Golf Course Road	39	71	2,769	Storm	06/26/2022
SW 12th Avenue	47	58	2,726	Unknown	06/28/2022
River Road, Mornes Road	39	66	2,574	Electrical failure	06/22/2022
SE 5th Street	24	56	1,344	Storm	06/24/2022
NE 7th Avenue	7	163	1,141	Tree	06/29/2022
Harris Town Road	10	44	440	Storm	06/25/2022
NW 8th Street	14	26	364	Storm	06/25/2022

Total Customers Affected for the Month:	778
Average Customers Affected per Outage:	86.444444





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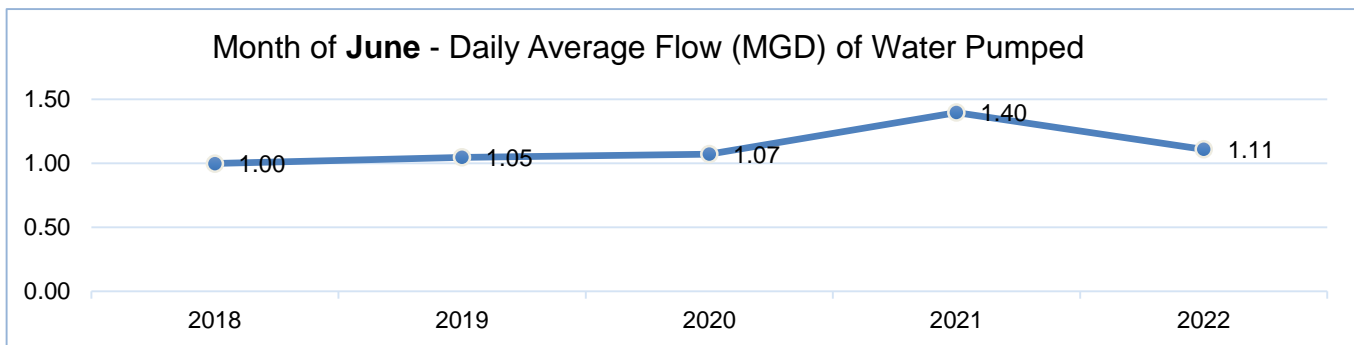
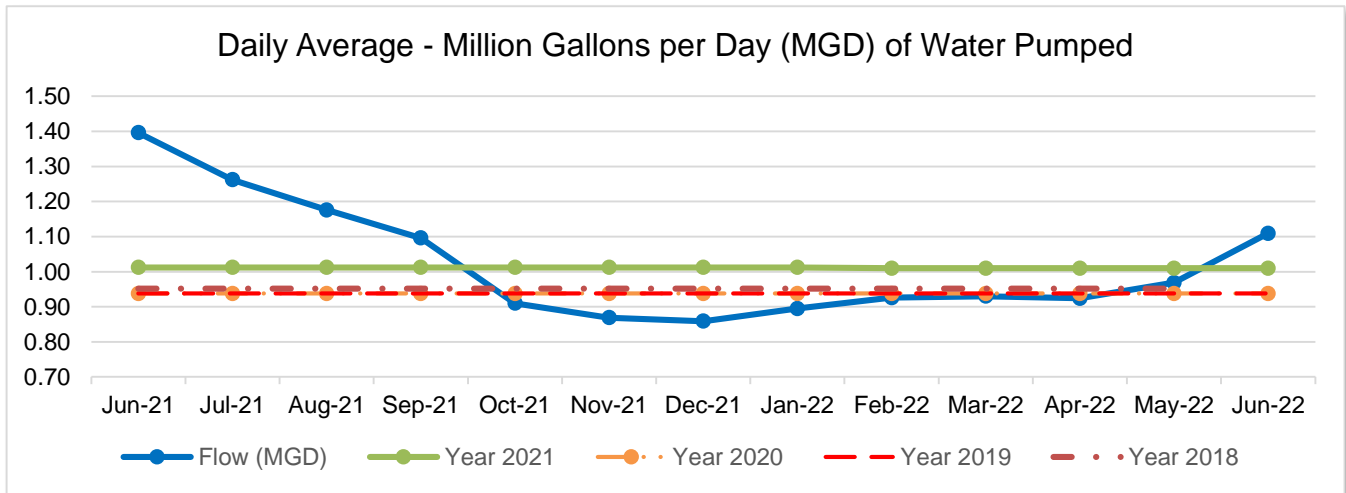
WATER & WASTEWATER DEPARTMENT MONTHLY REPORT July 2022 Commission Meeting

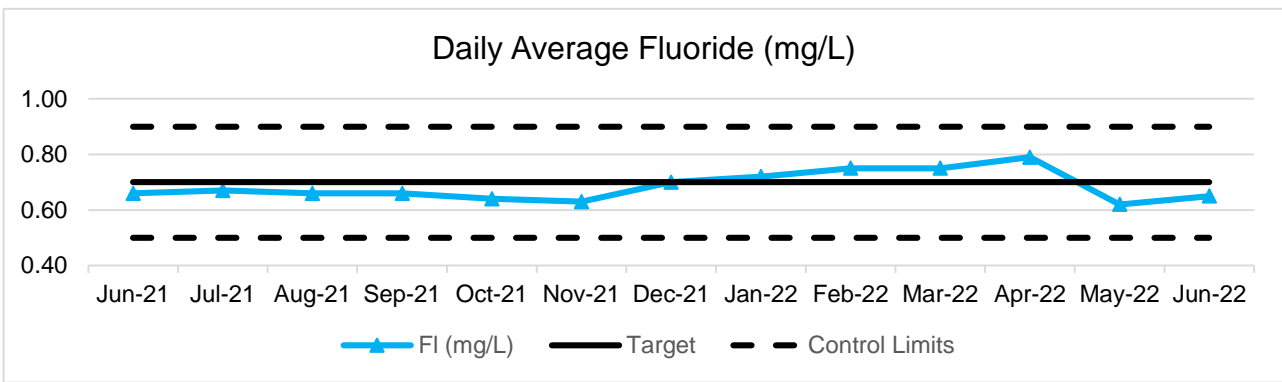
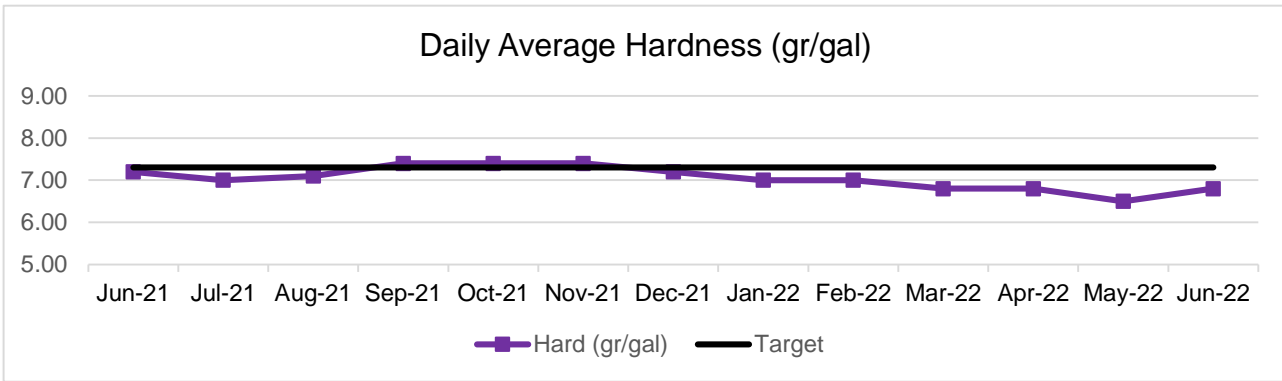
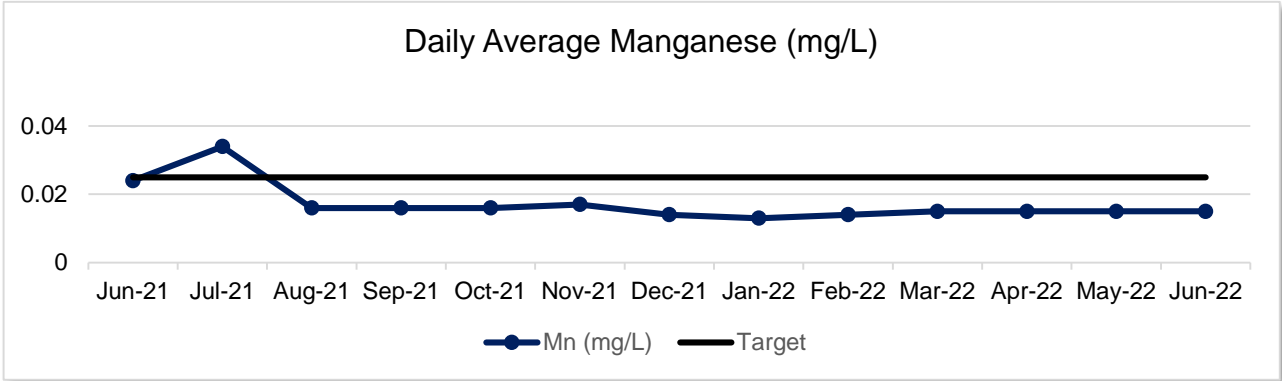
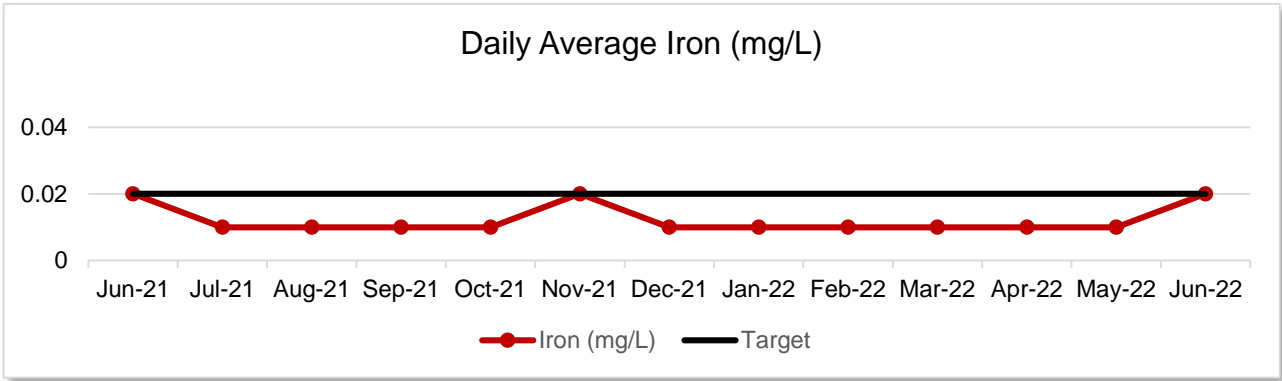
Safety

There were no OSHA recordable accidents last month. Did have employee proactively fill out a first report of injury for an incident while helping on an electrical call-out, but no doctoring has been needed.

Water Operations

The water plant pumped an average of 1.11 million gallons of water per day (MGD) with a peak of 1.30 million gallons during last month.



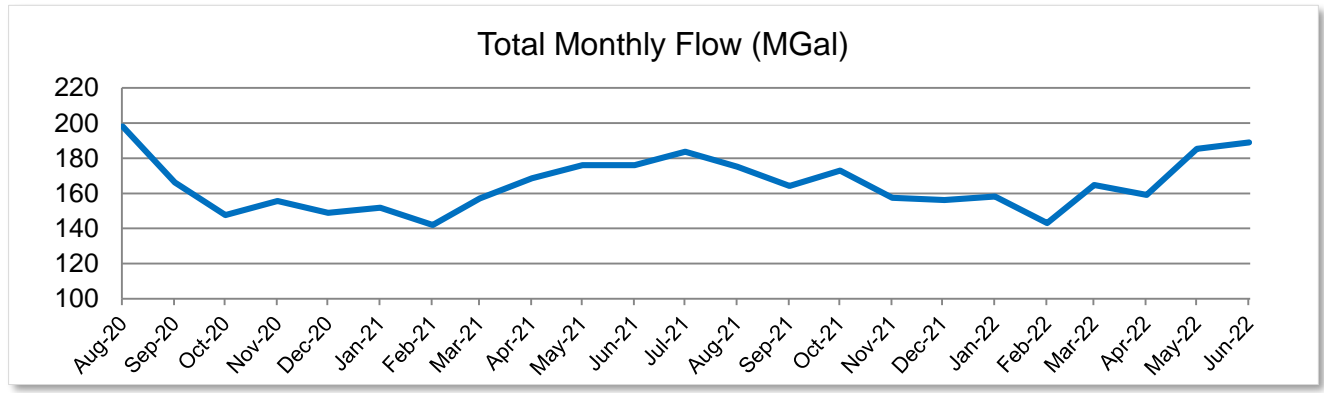


Two water main breaks last month NE 3rd Ave and 5th St. 90,000 gallons lost. Rocks on the cast iron pipe.

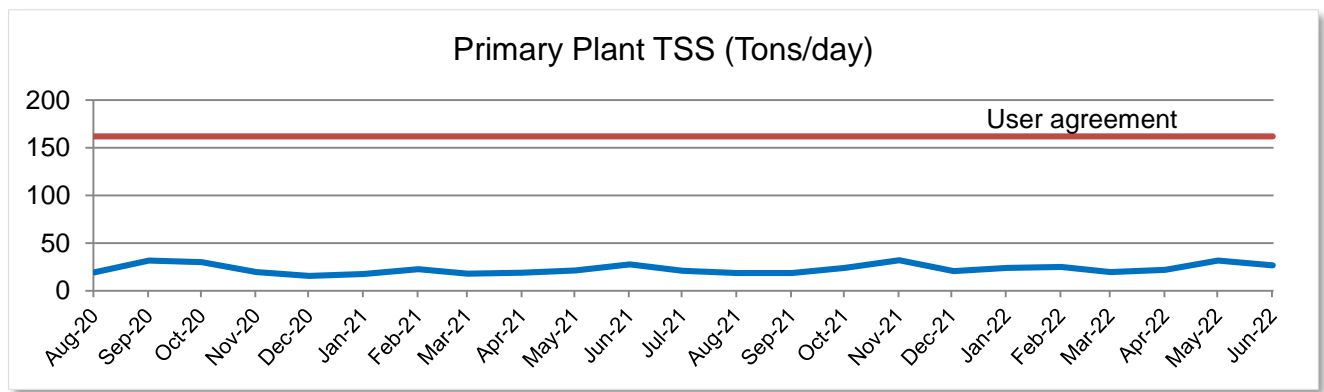
Wastewater Operations

The Wastewater Treatment Plant (WWTP) met all National Pollutant Discharge Elimination System (NPDES) permit requirements last month. We treated 189 million gallons of water removing 99.8% of the Total Suspended Solids (TSS) and 99.5% Biochemical Oxygen Demand (cBOD).

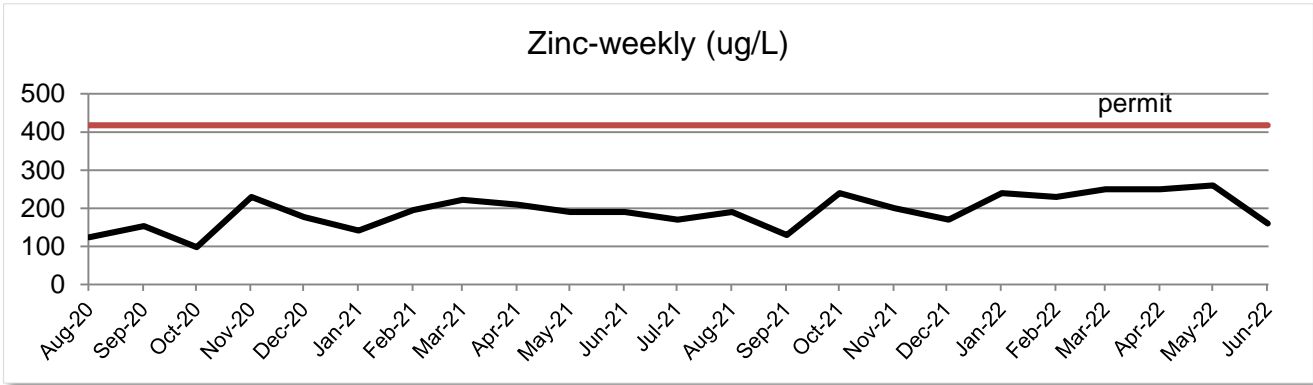
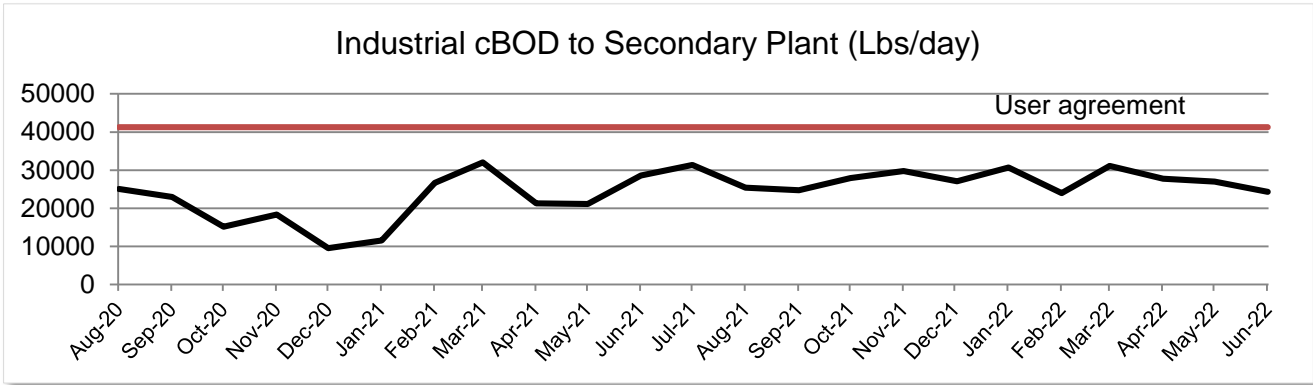
Passed the annual Acute Whole Effluent Toxicity testing.



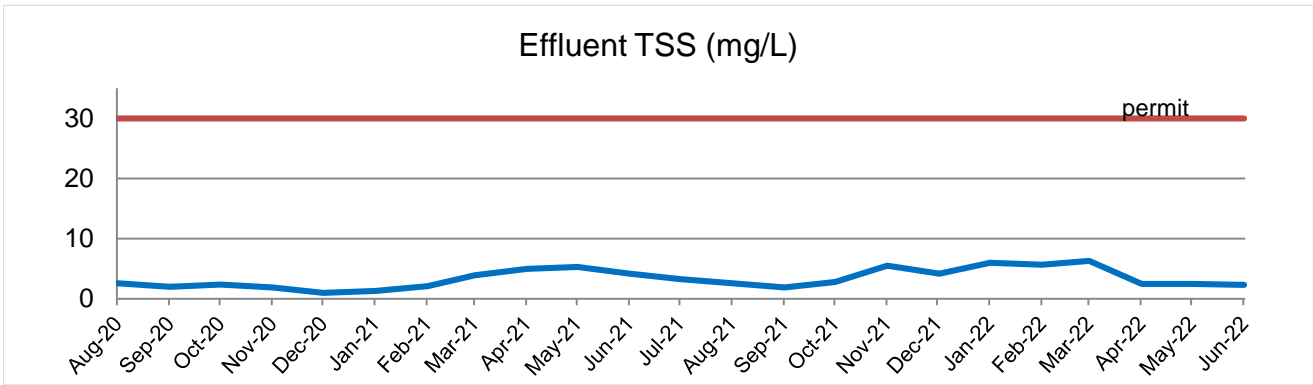
	Design Limits (monthly AVG)	Actual Results
Primary Plant		
Flow (MGD)	13.25	4.4
TSS (Tons/day)	162	26.6
TSS Peak (Tons/Day)	284	65.2

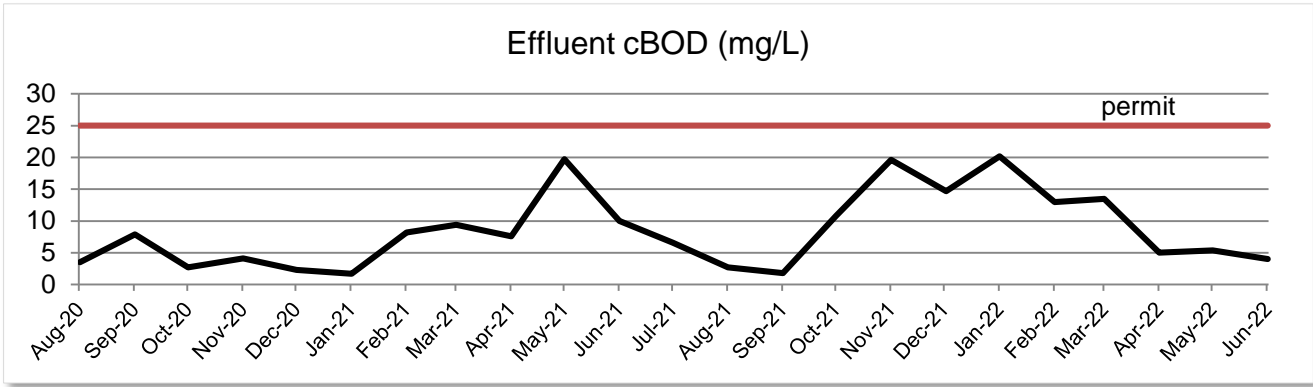


	Design Limits (monthly AVG)	Actual Results
Secondary Plant		
Flow (MGD)	15.25	6.3
cBOD (lbs/Day)	41,300	26,536
Peak cBOD (lbs/Day)	57,350	39,761
Zinc-weekly (ug/L)	418	160
% GRPUC		30.0%



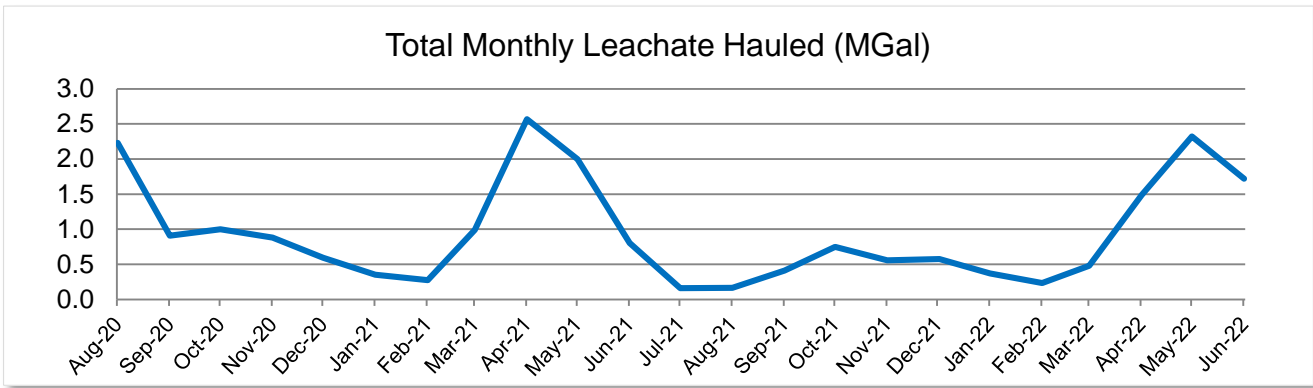
Effluent	Permit Limits (monthly AVG)	Actual Results
TSS (mg/L) – monthly average	30	2.3
cBOD (mg/L) – monthly average	25	4.0
Dissolved Oxygen (mg/L)	>1.0	5.8





Sludge Landfill Operations

- 1.72 million gallons of leachate were hauled last month
- 4,284 cubic yards of sludge solids were hauled to the landfill



AMI Water Install Last Month

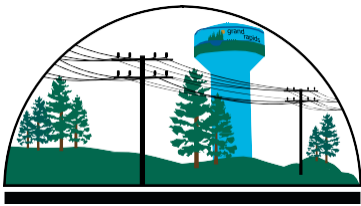
We installed 0 water nodes and/or meters in residential routes. We currently have 3487 (99%) active water nodes installed in the system. We are still awaiting delivery on nodes ordered in December 2020. Production has started and delivery schedules to be shared sometime soon.

Projects Performed Last Month

- Jetting and televising the collection system in the SE part of Grand Rapids.
- Replaced several faulty curbstops, and hydrants throughout the city.
- Landfill perimeter and haul road maintenance.

Projects Scheduled for This Month

- Jetting and televising the collection system in SE.
- Rebuilding primary sludge positive displacement pumps.
- Landfill Phase 1-4, Kettle D cover project work with Stantec.



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SAFETY REPORT July 2022 Commission Meeting

Safety Topic Last Month

Dave Lundberg of MMUA conducted field crew observations in June.

Safety Topic This Month

Dave Lundberg of MMUA will be here on July 21 to conduct First Aid/CPR for all of the new employees who didn't attend the training in April 2021. GRPU linemen will be participating in the Grand Rapids Safety Camp on August 10.

Accidents Reported last Month by Department

Administration: None
Business Services: None

Electric: None
Water-Wastewater: 1 (knee, no medical)

Cumulative Accidents for 2022

Recordable Accidents	0
Lost Time Days 2022	0
Restricted Days 2022	0
First Aid Only (not recordable)	0

Total FROI 0

Recordable Accident 5-year History

	2018	2019	2020	2021	2022
ADMIN	0	0	0	0	0
BUS SVCS	1	4	0	0	0
ELEC	1	1	0	0	0
W-WW	3	5	3	1	0
TOTAL	5	10	3	1	0